



Montecito Sanitary District

1042 Monte Cristo Lane
Santa Barbara, CA 93108

A Public Service Agency

Phone: (805) 969-4200
www.montsan.org

BOARD PACKET

For the Regular Board Meeting of

Monday, January 13, 2025

1. AGENDA	2
2. PAYABLES REPORT FROM DECEMBER 1, 2024 – DECEMBER 31, 2024.....	6
3. BOARD MEETING MINUTES FOR THE DECEMBER 18, 2024 REGULAR MEETING	9
4. STAFF REPORT – PROTECTIVE MEASURES CHANGE ORDER	15
5. GNERAL MANAGER’S REPORT	128
6. STAFF REPORT – ORDINANCE NO. 24 – ESTABLISHING ADMINISTRATIVE REMEDIES PROCEDURES FOR CHALLENGES TO FEES, CHARGES, AND ASSESSMENTS	132
7. STAFF REPORT – MSD STANDING COMMITTEE ROLES AND RESPONSIBILITIES	139
8. STAFF REPORT – CONTRACT CONTINGENCIES FOR DISTRICT PROJECTS.....	155
9. STAFF REPORT – DISTRICT INVESTMENT COUNCIL.....	164
10. STAFF REPORT – DISCUSSION OF FORENSIC AND COMPLIANCE AUDIT	173
11. STAFF REPORT – DISCUSSION OF REINSTATING DUAL SIGNATURES ON CHECKS	174
12. STAFF REPORT – DISCUSSION ON WHAT DOCUMENTS REQUIRE DIRECTOR’S SIGNATURES...	179



Montecito Sanitary District

1042 Monte Cristo Lane *A Public Service Agency*
Santa Barbara, CA 93108

Phone: (805) 969-4200
www.montsan.org

AGENDA

For the Regular Meeting of the Board on:

January 13, 2025

The regular meeting of the Governing Board will begin at **1:00 p.m. on January 13, 2025** in the District's Board Room at 1042 Monte Cristo Lane, Santa Barbara, CA 93108.

The public may attend the meeting in person or participate remotely via Zoom using the following virtual meeting details:

By visiting: <https://us02web.zoom.us/j/86118975917>

Or by calling: 1-669-900-6833

Meeting ID: 861 1897 5917

1. CALL TO ORDER

A. ROLL CALL

B. PLEDGE OF ALLEGIANCE

C. PRESIDENTS REPORT

D. BOARD APPROVAL OF THE AGENDA

2. PUBLIC COMMENT

Public comment on items not on the agenda is **limited to 3 minutes** and is at the discretion of the Board President. For further instructions, please see [Instructions for Public Comment](#) on the District's website.

3. COMMITTEE REPORTS

It is recommended that the Board receive and file a report provided by the following committee(s):

- A. The Montecito Sanitary District Finance Committee (Directors Johnson and Newquist) will report on their January 9, 2025 meeting.

4. CONSENT CALENDAR

- A. Payables from December 1, 2024 through December 31, 2024
- B. Board Meeting Minutes of the December 18, 2024, Regular Meeting
- C. Consideration of Allowance for Expenditures Adjustment for the Protective Measures of District Facilities (January 2023 Storm Project)

5. GENERAL MANAGER’S REPORT

The General Manager will provide a written report on the District’s non-actionable business and operational matters and will provide explanation where requested. Topics include the following:

- A. GM Meetings
- B. 2024 Employee of the Year
- C. January 2023 Storms Damage Projects Update
- D. Wastewater Treatment Plant (WWTP/Plant) Improvement Projects
- E. SSD and MSD Collection System and Flow Equalization Analysis for Montecito Water District Reuse
- F. Private Property Developments
- G. Summary of District Laboratory Quality Assurance Assessment
- H. District Planning and Building Approval Process with the County
- I. Procedure for Directors to Request Information from Staff
- J. District Financial Matters
- K. District Health Benefits Update
- L. CIP Progress
- M. Flow/Rainfall Comparison – January 2024 through December 2024

6. BUSINESS ITEMS

A. ORDINANCE NO. 24 – EXHAUSTION OF ADMINISTRATIVE REMEDIES PROCEDURE

It is recommended that the Board:

- i) Consider adopting Ordinance No. 24 – Establishing an Administrative Remedies Procedure for Challenges to Fees, Charges, and Assessments; and
- ii) Taking such additional, related action that may be desirable.

B. STANDING COMMITTEES ROLES AND RESPONSIBILITIES

It is recommended that the Board:

- i) Receive a presentation from the General Manager regarding the Districts’ Standing Committees roles and responsibilities; and
- ii) Taking such additional, related action that may be desirable.

C. DISCUSS CONTRACT CONTINGENCIES FOR DISTRICT PROJECTS

It is recommended that the Board:

- i) Receive a presentation from staff on the Districts’ approach to project contingencies; and
- ii) Taking such additional, related action that may be desirable.

D. DISTRICT INVESTMENT COUNCIL PRESENTATION

It is recommended that the Board:

- i) Receive a presentation from staff on the Districts’ investments; and
- ii) Taking such additional, related action that may be desirable.

E. DISCUSSION OF FORENSIC AND COMPLIANCE AUDIT OF THE DISTRICT

It is recommended that the Board:

- i) Discuss hiring an accounting firm to perform a forensic and compliance audit of the District; and
- ii) Taking such additional, related action that may be desirable.

F. DISCUSSION OF REINSTATING DUAL SIGNATURES ON DISTRICT CHECKS

It is recommended that the Board:

- i) Discuss reinstating dual signatures on District checks; and
- ii) Taking such additional, related action that may be desirable.

G. DISCUSSION OF DOCUMENTS REQUIRING DIRECTOR SIGNATURE

It is recommended that the Board:

- i) Discuss what documents require a Director's signature; and
- ii) Taking such additional, related action that may be desirable.

7. CLOSED SESSION

A. PUBLIC COMMENT

Public comment on closed session item(s):

B. PUBLIC EMPLOYEE EVALUATION (GOVERNMENT CODE § 54957)

Title: General Manager

8. BOARD COMMUNICATIONS

- A. Items for future Board meeting
- B. Next Board Meeting Date

9. ADJOURNMENT

The Montecito Sanitary District conducts its meetings in accordance with the Brown Act. The District also provides alternative methods of remote participation which permit members of the public to observe and address public meetings remotely via telephone or Zoom. These methods of participation can be accessed through the internet link provided at the top of this agenda.

This agenda was posted on the District website, and at the Montecito Sanitary District Bulletin Board in accordance with the requirements of the Brown Act.

Attested by:



Stephen Williams

Business and Administrative Manager/Clerk of the Board

ADA – The Americans with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied the benefits of, the District's programs, services or activities because of any disability. If you need special assistance to participate in this meeting, please contact the District Office at 969-4200.



Montecito Sanitary District

1042 Monte Cristo Lane *A Public Service Agency*
 Santa Barbara, CA 93108

Phone: (805) 969-4200
www.montsan.org

BOARD LIST OF PAYABLES – DECEMBER 2024

<u>CHECK DATE</u>	<u>SUMMARY & TYPE</u>	<u>BATCH TOTAL</u>
12/06/2024	ACCOUNTS PAYABLE	21,030.91
12/12/2024	ACCOUNTS PAYABLE	1,736.93
12/13/2024	ACCOUNTS PAYABLE	140,480.49
	Subtotal	\$ 163,248.33
12/06/2024	CAPITAL IMPROVEMENT PROJECTS	48,800.00
12/13/2024	CAPITAL IMPROVEMENT PROJECTS	267,979.86
	Subtotal	\$ 316,779.86
12/12/2024	PAYROLL	102,781.93
12/26/2024	PAYROLL	102,323.33
	Subtotal	\$ 205,105.26
	<u>TOTAL</u>	<u>\$ 685,133.45</u>

*All Invoices were reviewed and approved by Department Managers

**All Invoices and Payments were reviewed and approved and checks signed by the General Manager

***Board Treasurer, Carter Ohlmann, approved all payables by email prior to check mailing

Check History Report

MONTECITO SANITARY DISTRICT (MSD)

Sorted By Check Number

Activity From: 12/1/2024 to 12/31/2024

Bank Code: **B OPERATING CASH (MBT)**

Check Number	Check Date	Vendor Name	Check Amount	Payment Description
29798	12/6/2024	COLANTUONO, HIGHSMITH &	4,575.00	Legal Counsel Servicese - November
29799	12/6/2024	SOUTHERN CALIFORNIA EDISON	16,455.91	Electric Service 10/23-11/21/2024
29800	12/12/2024	UNIVAR SOLUTIONS	1,736.93	Sodium Bisulfite - 520 Gallons
29802	12/13/2024	ACWA/JPIA	29,597.74	Medical/Dental/Life Insurance Premium - December
29803	12/13/2024	AMAZON CAPITAL SERVICES	3,555.75	New utensils, plates, coffee, step ladder, folding table, membership dues, work gloves, tool bag, Pens, Extension Poles, Water Container, Fire Escape, Poison Oak Cleaner, Spray
29804	12/13/2024	AT&T MOBILITY	95.03	Office Data Port, Lift Station 4 Data Port, Standby
29805	12/13/2024	BRITTANY BESSE	80.46	Reimbursement for Office Supplies
29806	12/13/2024	BIG GREEN CLEANING	2,603.00	Janitorial Services-December
29807	12/13/2024	CANON FINANCIAL SERVICES	371.74	Canon Copier Lease Payment-December
29808	12/13/2024	CINTAS CORPORATION	1,432.67	Uniforms, Towels, Floor Mats-Cleaning/Rental-
29809	12/13/2024	COMPUVISION	1,931.50	IT Services-November, Windows Service License Pack
29810	12/13/2024	CALIFORNIA WATER	106.00	Certification Renewal-Morelos
29811	12/13/2024	DLT SOLUTIONS, LLC	1,281.90	AutoCAD Single Subscription Renewal-Engineer
29812	12/13/2024	ENGEL & GRAY, INC	3,285.64	Biosolids Hauling, Bin Rental-November
29813	12/13/2024	FILIPPIN ENGINEERING	21,349.25	2500 East Valley Road Private Sewer Main Inspection
29814	12/13/2024	FISHER SCIENTIFIC	4,579.24	Lab Testing Supplies
29815	12/13/2024	FRONTIER	792.97	Phone Services WWTP and Lift Stations 1, 2 & 4-
29816	12/13/2024	GLS COMPANIES	780.00	Landscape Services-November
29817	12/13/2024	GRAINGER	218.99	Inline Strainer and Wall Switch
29818	12/13/2024	INTERNATIONAL	7,500.00	ELAP Re-Assessment of Laboratory
29819	12/13/2024	IBS OF SIERRA MADRE	1,088.30	Batteries for Electric Carts
29820	12/13/2024	JUAN O'S MOBILE REPAIR	937.50	Replace brakes on Unit #4, Replace Filters for Jetter
29821	12/13/2024	KIMBALL MIDWEST	533.09	Plant Maintenance Materials
29822	12/13/2024	MARBORG INDUSTRIES	1,015.47	Refuse Disposal/Recycling-October, Portable
29823	12/13/2024	MONTECITO BANK & TRUST	2,012.74	Crane Solenoid, CCTV Shipping, Staff Certifications, Display Gauge, Lab Water, Board Snacks, Drinks & Lunches, Digester Blower Counters, Hotel Expense-
29824	12/13/2024	MCCORMIX CORP	851.15	Vehicle Fuel 11/15-11/30/2024, Diesel Exhaust Fluid
29825	12/13/2024	MCMaster-CARR SUPPLY	236.11	Plant Maintenance Materials
29826	12/13/2024	MOUNTAIN SPRING WATER	279.72	Bottled Drinking Water, Cooler Rental-November
29827	12/13/2024	MONTECITO WATER DISTRICT	1,001.57	Water Service-November
29828	12/13/2024	NICHOLAS NAUMANN	2,585.00	Deposit Refund - 628 Orchard Avenue
29829	12/13/2024	O'CONNOR PEST CONTROL	559.47	Pest, Rodent, Gopher Control at WWTP & Lift
29830	12/13/2024	OILFIELD ENVIRONMENTAL &	154.50	Outside Lab Analyses 12/3/24
29831	12/13/2024	PHOENIX CIVIL ENGINEERING	1,072.50	On-Call Engineering for RFP Support-November
29832	12/13/2024	PLATFORM TECHNOLOGY	53.75	SAGE Consulting Service
29833	12/13/2024	PLUMBERS DEPOT, INC	349.08	CCTV Camera Repairs
29834	12/13/2024	PURETEC INDUSTRIAL WATER	80.82	Water Softener Sodium Tank Exchange
29835	12/13/2024	RINGCENTRAL, INC	699.43	Phone Service - November

29836	12/13/2024	SANTA BARBARA COUNTY	2,454.10	Posilipo Force Main Relocation Final Road
29837	12/13/2024	SOCAL GAS	296.41	Gas Service-November
29838	12/13/2024	STANDARD INSURANCE	1,831.55	Short/Long Term Disability Insurance Premium-
29839	12/13/2024	STREAMLINE	375.00	Website Hosting Services-December
29840	12/13/2024	SWRCB ACCOUNTING OFFICE	17,765.00	Lift Stations and WWTP Annual SWRCB Permits
29841	12/13/2024	LANETTE (or) SCOTT TURICCHI	1,894.00	Deposit Refund - 1357 E Mountain Drive
29842	12/13/2024	UNIVAR SOLUTIONS	18,976.86	Sodium Bisulfite and Hypochlorite Chemicals
29843	12/13/2024	UNDERGROUND SERVICE ALERT	98.80	48 New Dig Alert Tickets for November
29844	12/13/2024	VENTURA AIR CONDITIONING	1,436.69	Repairs to Laboratory HVAC System
29845	12/13/2024	ZWORLD GIS	2,280.00	GIS Development and Support Services-December
Bank B Total:			163,248.33	

Bank Code: G CAPITAL IMPROVEMENT CASH (MBT)				
Check Number	Check Date	Vendor Name	Check Amount	Payment Description
1513	12/6/2024	COASTLINE WELDING & DESIGN	48,800.00	CIP No. T018; Aeration Basin Swingfuser Header Fabrication \ Pre-Paid Materials Required
1515	12/13/2024	COASTLINE EQUIPMENT	128,326.98	CIP No. C011; Purchase Order No. 4891; New Tractor-Loader
1516	12/13/2024	FAMCON PIPE & SUPPLY, INC	22,742.89	CIP No. CMAN; Purchase Order No. 4889; Manhole Frames, Covers, Ladtech Grade Rings
1517	12/13/2024	MICHAEL K. NUNLEY & ASSOCIATES, INC.	1,450.00	CIP No. C005; Engineering Services for the Manhole Rehabilitation Project-November
1518	12/13/2024	PHOENIX CIVIL ENGINEERING	1,852.50	CIP No. C003; Project Management for the Sewer Main CIPP Lining Project CIP No. L001; Project Management of the Channel Drive Sewer Force Main Improvement Project - November
1519	12/13/2024	STANTEC CONSULTING SERVICES INC.	113,607.49	CIP No. C010; Engineering Design Services for the Protective Measures of District Facilities-November
Bank G Total:			\$ 316,779.86	



Montecito Sanitary District

1042 Monte Cristo Lane
Santa Barbara, CA 93108

A Public Service Agency

Phone: (805) 969-4200
www.montsan.org

MINUTES

For the Regular Meeting of the Board on:

December 18, 2024

1. CALL TO ORDER

The Governing Board of the Montecito Sanitary District convened a regular meeting at 12:07 pm on Wednesday, December 18, 2024. The meeting was also broadcast using Zoom teleconferencing.

ATTENDANCE

Board Members Present:

Directors Glaser, Johnson, Ohlmann, and Ellwood T. Barrett II

Board Members Absent:

None

Also Present and Participating:

John Weigold, MSD General Manager

Stephen Williams, MSD Business and Administrative Manager/Clerk of the Board

Aleks Giragosian, MSD General Legal Counsel

Bryce Swetek, MSD Engineering Manager

Ricardo Larroude, MSD Collectiosn & Maintenance Superintendent

Tracey Solomon, Bartlett Pringle & Wolf, LP

Sean Edwards, Bartlett Pringle & Wolf, LP

2. PUBLIC COMMENT

No members of the public addressed the Board.

3. COMMITTEE REPORTS

- A. Directors Johnson and Ohlmann gave a report on the Montecito Sanitary District Finance Committees December 16, 2024, meeting.

4. PRESENTATION

A. AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR 2022-23 PRESENTED BY BARTLETT, PRINGLE, & WOLF

The Board received a presentation from Ms. Tracey Solomon and Sean Edwards of Bartlett, Pringle, and Wolf, LF on its Fiscal Year 2022-23 Financial Audit. ON MOTION by Director Newquist, Seconded by Director Ohlmann, the Board voted to receive and file the Montecito Sanitary Districts' 2022-23 Financial Statements Audit Report and Letter of Required Communication.

AYES: Directors Glaser, Johnson, Newquist, Ohlmann, and Barrett
NAYES: None
ABSTAIN: None
ABSENT: None

5. CONSENT CALENDAR

ON MOTION by Director Newquist, Seconded by Director Johnson, the Board voted to approve the following Consent Calendar items:

- A. Payables from November 1, 2024 through November 30, 2024
- B. Board Meeting Minutes of the November 20, 2024 Regular Meeting
- C. Award of Contract – Collection System Master Plan
- D. Award of Contract – Septic-to-Sewer Strategic Plan
- E. Resolution 2024-979 – Declaring 2025 Holidays
- F. Resolution 2024-980 – Excess Land and Air Space
- G. Retroactive Authorization – Dorinne Johnson Attendance at CSDA Training Webinar

AYES: Directors Glaser, Johnson, Newquist, Ohlmann, and Barrett
NAYES: None
ABSTAIN: None
ABSENT: None

6. ORGANIZATIONAL DECISIONS

ON MOTION by Director Ohlmann, Seconded by Director Newquist, the Board voted to elect Director Barrett as President of the Board of Directors.

AYES: Directors Glaser, Johnson, Newquist, Ohlmann, and Barrett
NAYES: None
ABSTAIN: None
ABSENT: None

ON MOTION by Director Johnson, Seconded by Director Ohlmann, the Board voted to elect Director Newquist as Vice President of the Board of Directors.

AYES: Directors Glaser, Johnson, Newquist, Ohlmann, and Barrett
NAYES: None
ABSTAIN: None
ABSENT: None

ON MOTION by Director Newquist, Seconded by Director Johnson, the Board voted to elect Director Glaser as Secretary of the Board of Directors.

AYES: Directors Glaser, Johnson, Newquist, Ohlmann, and Barrett
NAYES: None
ABSTAIN: None
ABSENT: None

ON MOTION by Director Newquist, Seconded by Director Glaser, the Board voted to elect Director Johnson as Treasurer of the Board of Directors.

AYES: Directors Glaser, Johnson, Newquist, Ohlmann, and Barrett
NAYES: None
ABSTAIN: None
ABSENT: None

ON MOTION by Director , Seconded by Director, the Board voted to appoint the following Committee and Committee Members (chairs listed first):

- A. Finance Committee: Directors Newquist and Johnson
- B. Administration & Operations: Directors Ohlmann and Glaser
- C. Personnel: Directors Glaser and Barrett
- D. Public Information: Directors Newquist and Ohlmann
- E. Strategic Planning: Directors Barrett, Johnson, and Ohlmann

AYES: Directors Glaser, Johnson, Newquist, Ohlmann, and Barrett
NAYES: None
ABSTAIN: None
ABSENT: None

ON MOTION by Director Ohlmann, Seconded by Director Glaser, the Board voted to continue the appointment of John Weigold as General Manager.

AYES: Directors Glaser, Johnson, Newquist, Ohlmann, and Barrett
NAYES: None
ABSTAIN: None
ABSENT: None

ON MOTION by Director Ohlmann, Seconded by Director Johnson, the Board voted to continue the appointment of Aleks Giragosian, Colantuono, Highsmith, & Whatley PC as General Counsel.

AYES: Directors Glaser, Johnson, Newquist, Ohlmann, and Barrett
NAYES: None
ABSTAIN: None
ABSENT: None

ON MOTION by Director Glaser, Seconded by Director Newquist, the Board voted to continue the appointment of Melissa Fassett, Price, Postel, & Parma as HR Legal Counsel.

AYES: Directors Glaser, Johnson, Newquist, Ohlmann, and Barrett
NAYES: None
ABSTAIN: None
ABSENT: None

ON MOTION by Director Newquist, Seconded by Director Johnson, the Board voted to hold regularly scheduled Board Meetings on the 2nd and 4th Monday of each month at 1:00 p.m. for Calendar Year 2025.

AYES: Directors Johnson, Newquist, Ohlmann, and Barrett
NAYES: None
ABSTAIN: Director Glaser
ABSENT: None

President Ellwood T. Barrett II dissolved the Salary Study Ad Hoc Committee.

7. GENERAL MANAGER’S REPORT

This item was moved to a future meeting.

8. CLOSED SESSION

A. PUBLIC COMMENT

No members of the public addressed the Board regarding the Closed Session items.

B. PUBLIC EMPLOYEE EVALUATION (GOVERNMENT CODE § 54957)

Title: General Manager

Reportable Action: None

C. CONFERENCE WITH LABOR NEGOTIATOR (GOVERNMENT CODE § 54957.6)

Name of District Negotiator to Attend Closed Session: Aleks Giragosian, Legal Counsel

Name of Employee Organization: Montecito Sanitary District General Manager

Reportable Action: None

D. CONFERENCE WITH LABOR NEGOTIATOR (GOVERNMENT CODE § 54957.6)

Name of District Negotiator to Attend Closed Session: John Weigold, General Manager

Name of Employee Organization: Service Employees International Union (SEIU) Local 620

Reportable Action: None

NOTE: Director Newquist left the meeting during Closed Session at 3:50 p.m. and Director Glaser left the meeting during Closed Session at 4:00 p.m.

9. BUSINESS ITEMS

A. THIRD AMENDMENT TO THE GENERAL MANAGER’S CONTRACT

ON MOTION by Director Ohlmann, Seconded by Director Barrett, the Board voted to approve the Third Amendment for the General Manager’s Contract with an annual salary of \$212,000.

AYES: Directors Johnson, Ohlmann, and Barrett
NAYES: None
ABSTAIN: Directors Glaser and Newquist
ABSENT: Director Johnson

B. ORDINANCE NO. 24 – EXHAUSTION OF ADMINISTRATIVE REMEDIES PROCEDURE

This item was continued to a future meeting.

C. DISTRICT HOLIDAY ADJUSTMENT

ON MOTION by Director Ohlmann, Seconded by Director Glaser, the Board voted to approve a one time adjustment to the 2024 holiday schedule by allowing two additional holiday days to be used. These days will not be carried over into 2025.

AYES: Directors Glaser, Johnson, Newquist, Ohlmann, and Barrett
NAYES: None
ABSTAIN: None
ABSENT: None

D. STANDING COMMITTEES ROLES AND RESPONSIBILITIES

This item was continued to a future meeting.

E. DIRECTOR COMPENSATION

ON MOTION by Director Johnson, Seconded by Director Newquist, the Board voted to direct Legal Counsel to draft an updated Director Compensation Ordinance incorporating a 10% increase to Director Stipends.

AYES: Directors Glaser, Johnson, Newquist, and Barrett
NAYES: None
ABSTAIN: Director Ohlmann
ABSENT: None

F. DISCUSS CONTRACT CONTINGENCIES FOR DISTRICT PROJECTS

This item was continued to a future meeting.

G. DISTRICT INVESTMENT COUNCIL PRESENTATION

This item was continued to a future meeting.

10. BOARD COMMUNICATIONS

- A. Items for future Board meeting – No items were discussed
- B. Next Regular Board Meeting Date – December 18, 2024

NOTE: President Ellwood T. Barret II formed an Ad Hoc Committee comprised of himself and Director Ohlmann to look at the Districts’ Benefits and make recommendations to the Board.

11. ADJOURNMENT

The meeting adjourned at 4:49 pm ON MOTION by Director Johnson, Seconded by Director Ohlmann.

These minutes were presented for approval at the Regular Board Meeting on January 13, 2025.

Ellwood T. Barrett II, President

Minutes taken and prepared by:

Stephen Williams
Business and Administrative Manager/Clerk of the Board



Montecito Sanitary District

1042 Monte Cristo Lane
Santa Barbara, CA 93108

A Public Service Agency

Phone: (805) 969-4200
www.montsan.org

MONTECITO SANITARY DISTRICT

STAFF REPORT – 4C

DATE: January 13, 2025

TO: Board of Directors

FROM: John Weigold, General Manager
Bryce Swetek, Engineering Manager

SUBJECT: Consideration of Allowance for Expenditures Adjustment for the Protective Measures of District Facilities (January 2023 Storm Project)

RECOMMENDATION:

Staff recommends that the Board discuss and consider:

1. Authorizing the General Manager to approve additional expenditures of \$39,938.49 (3.4%) as an increase allowance with Cushman Contracting for the creek bank restoration work located at four different project sites within the District's boundaries.

DISCUSSION:

Background – In January of 2023, District facilities became vulnerable to potential damage/failure due to a storm event. Staff classified these vulnerable facilities into the following projects:

Project 1 - Manhole 616-4D

Project 2 - Manhole 638-4C

Project 3 - Pipe L333-7

Project 4 - Pipe L380-5

Each project is a result of creekbank failures. The purpose of each project is to provide protective measures to the facilities to limit the possibility of damage and provide better long-term service life. Together, these four projects are considered as the Protective Measures of District Facilities (January 2023 Storm) project (Protective Measures).

During a special meeting on October 1, 2024 the Board authorized the General Manager to approve expenditures of up to \$326,459.40 or 30% of the contract amount.

Discussion – The District’s contractor (Cushman) has substantially completed the project as of November 6, 2024. A total of eleven change orders have been issued for this project. The information regarding these change orders and justification is provided in the Change Order documents themselves and are attached to this staff report. The total amount of the change orders is \$260,903.99.

As part of the material amount/labor unit price per the contract, the total cubic yardage of material placed exceeded the estimated amount. Therefore, this resulted in an additional fee of \$125,494. Staff negotiated with Cushman regarding the amount of material placed and the cost was reduced by \$25,000. The justification for this material overrun amount is based on the type of construction executed, field conditions, and field calls. The additional costs are shown on the last invoice from Cushman, which is provided as an attachment in this staff report.

The following is a breakdown of expenses from Cushman’s work.

Original Contract Amount = \$1,154,865
Change Order Amount = \$260,903.99
Material Overrun Amount = \$125,494
Subtotal for Additional Expenditures (CO+MO) = \$386,397.99
Total Project Amount = \$1,541,262.99

Therefore, the total additional expenditures of \$386,397.99 exceed the General Manager’s expenditure allowance of \$326,459.40 by \$39,938.49. The total additional expenditures as a percentage of the contract amount are approximately 33.4%. The invoice amount of \$39,938.49 (attached) is equal to the additional expenditure request.

Fiscal Impact – This project was included in the Fiscal Year 2024-25 Capital Improvement Project budget at \$1,100,000. The original bid result was \$1,154,865.00. An additional 33.4% of the original bid is significant, however, Staff anticipates approximately 82% of the additional expenditure amount will be offset by the anticipated FEMA/CalOES reimbursement process. Additionally, there is room in the budget for adjustment if required.

Analysis – Justifications – Staff understands the additional expenditures are significant, but this was a very challenging project at high level with an expedited timeframe to be completed prior to the arrival of another wet season. Cushman, Staff, as well as the inspection team agree that the work on the project was well done, and the total project amount is justified. The Staff recommendation for GM authority of 33.4% in lieu of 30% would allow for Cushman to be paid in full for their services rendered.

DEPARTMENTS INVOLVED: Engineering and Collections

ATTACHMENTS:

1. Change Order No. 1 through No. 11
2. Invoice dated January 6, 2025



PROJECT: PROTECTIVE MEASURES OF DISTRICT FACILITIES (JANUARY 2023 STORM)
 BID NO.: 2024-01

PREPARED: September 27, 2024

DESCRIPTION:

1. *Install creek water bypass per dewater concept drawings for Project 2.*
Additional Cost = \$35,320.00
2. *Install creek water bypass per dewater concept drawings for Project 3.*
Additional Cost = \$49,390.00

Total Additional Cost = \$84,710.00
Total Additional Working Days = 4

REASON FOR CHANGE:

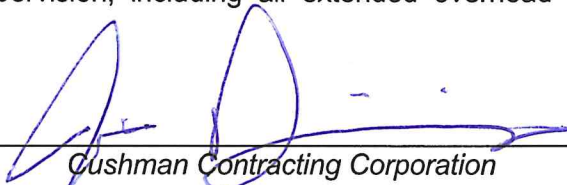
1. *At the time of finalizing the project bid specifications (May 2024), it was anticipated water levels would be low enough to perform construction without the need to dewater. As the design and permitting process with environmental agencies went on through summer, it was determined dewatering at these project sites would be required. This work includes installation of gravel/sand bags, pumps, hose piping, and other equipment/materials as needed to bypass creek water downstream of the creek work limits. Additional contract working days were discussed between the District and Cushman; they are required to adequately install and remove the bypass system as needed.*

Original Contract Amount.....	\$1,154,865.00
Total Contract Amount Change by Previous Change Orders.....	\$0.00
Contract Amount Prior to this Change Order:.....	\$1,154,865.00
Contract Amount to be Increased by this Change Order.....	\$84,710.00
Final Adjusted Contract Amount.....	\$1,239,575.00
Original Contract Working Days.....	44 Days
Total Change of Contract Working Days by Previous Change Orders.....	0 Days
Contract Working Days Prior to Change Order.....	44 Days

Contract Working Days to be Increased by this Change Order.....	4 Days
Final Adjusted Working Days.....	48 Days

The changes noted above, in both time and costs, include all compensation and adjustments for all changes, both direct and indirect, including scheduling and sequence of work, equipment and material delivery, project acceleration, costs for labor, material, equipment, incidental items and supervision, and extended overhead.

This adjustment shall include full payment for all items required for such work, including, without limitation: all compensation for all direct and indirect costs for such work; costs for adjustments to scheduling and sequence of work; equipment; materials delivery; project "acceleration"; costs for labor, material, equipment and incidental items; overhead costs and supervision, including all extended overhead and office overhead of every nature and description.

ACCEPTED:  10/01/2024
Date

APPROVED:  10/01/2024
Date
General Manager, Montecito Sanitary District

Attachments:

- Cushman Proposal dated September 27, 2024

DISTRIBUTION:

- Jim Dinning, Cushman Contracting, jim@cushmancontracting.com
- Lee Cushman, Cushman Contracting, lrc@cushmancontracting.com
- Frankie Ortiz, Cushman Contracting, frankie@cushmancontracting.com
- Alex Champman, MNS Engineers, achapman@mnsengineers.com
- Jason Mate, MNS Engineers, jmate@mnsengineers.com
- Carrie Poytress, Stantec, carrie.poytress@stantec.com
- Bryce Swetek, MSD, bswetek@montsan.org
- John Weigold, MSD, jweigold@montsan.org
- Ricardo Larroude, MSD, rlarroude@montsan.org

CUSHMAN CONTRACTING CORPORATION

Santa Barbara, CA

Est. 1969

Montecito Sanitary District (MSD)
1042 Monte Cristo Lane
Santa Barbara, CA 93101

09/27/2024

ATTN: Bryce Swetek, P.E.
Engineering Manager

REF: MSD Protective Measures of District Facilities

Subject: Change Order for Creek Bypass at Locations 2 and 3

Mr. Swetek,

We are in receipt of your drawings (see attached). Which requires work outside of the original contract scope. This work consists of adding Creek Bypasses to project locations 2 and 3. Please issue a change order for such work in the amounts shown below.

Locations

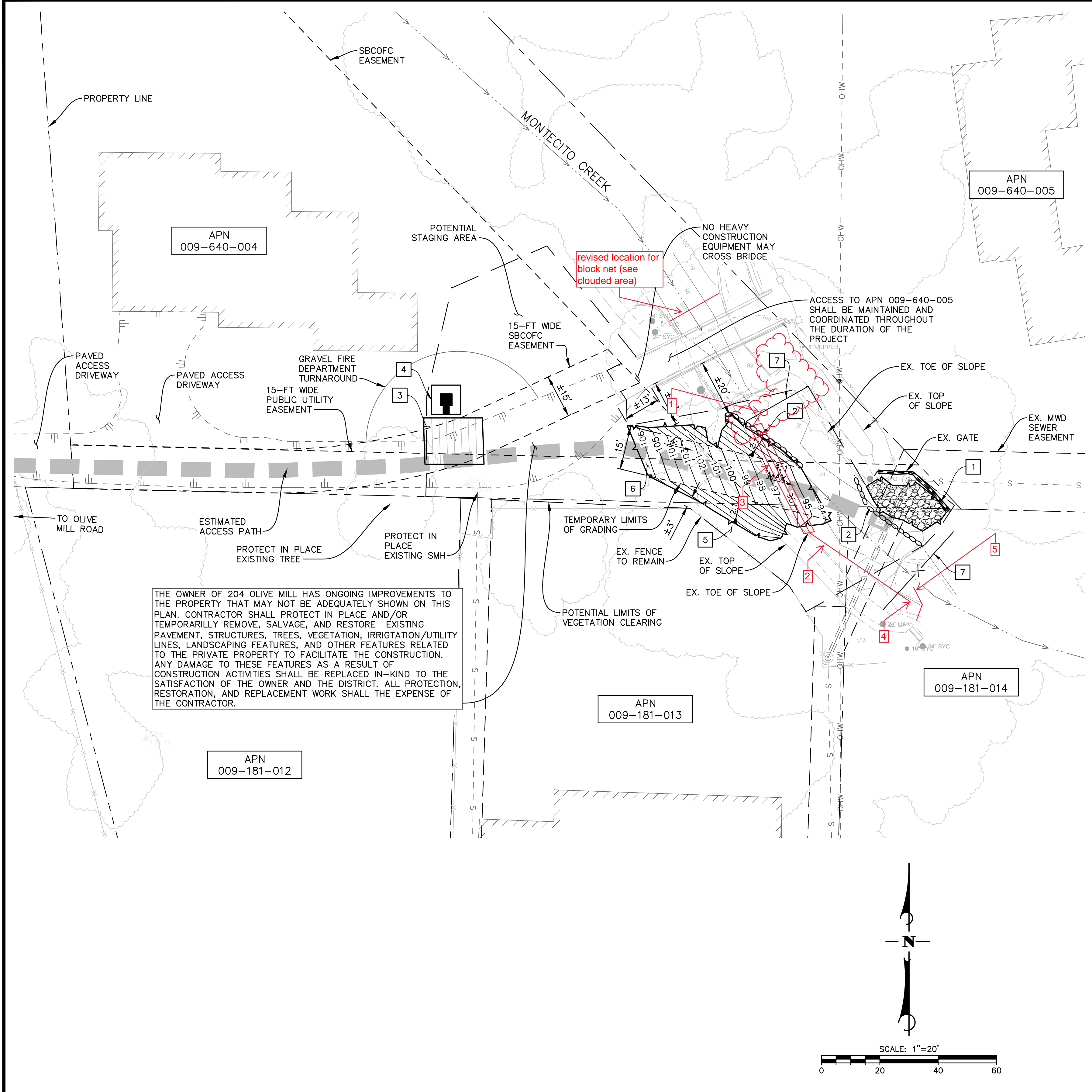
- #2 - \$35,320
- #3 - \$49,390

As you are aware we plan to start work at locations #2 and #3 on September 30th. We would appreciate a quick turnaround on the change order so we may proceed with the additional work. If you have any questions or would like to discuss this change order in more detail, please contact Jim Dinning or myself.

Sincerely,



Frankie Ortiz



EROSION CONTROL IMPLEMENTATION NOTES

1. INSTALL FIBER ROLLS PER CALTRANS CONSTRUCTION SITE BMP MANUAL SC-5 TEMPORARY WATER POLLUTION CONTROL DETAIL T56.
2. INSTALL GRAVEL BAG/EARTHEN BERM PER CALTRANS CONSTRUCTION SITE BMP MANUAL SC-6.
3. INSTALL TEMPORARY CONSTRUCTION ENTRANCE/EXIT WITH CORRUGATED STEEL PANELS PER CALTRANS CONSTRUCTION SITE BMP MANUAL TC-1 TEMPORARY WATER POLLUTION CONTROL DETAIL T58.
4. INSTALL TEMPORARY ENTRANCE/EXIT TIRE WASH PER CALTRANS SITE BMP MANUAL TC-3.
5. REMOVE LANDSCAPING AND BOULDERS AS NECESSARY FOR ACCESS. CONTRACTOR TO REPLACE ITEMS AFTER CONSTRUCTION. EXISTING FENCE TO REMAIN IN PLACE.
6. CONSTRUCT TEMPORARY DIRT ACCESS RAMP AS NECESSARY TO ACCESS CREEK.
7. Block nets (mesh size not to exceed 3/16th-inch) will be erected upstream and downstream of the work area and placed at an angle in low-velocity flow at the direction of a qualified biologist.

DEWATERING CONSTRUCTION NOTES

1. 5 horse power submersible pump with 3/16" mesh screening. Pump shall be located in existing pool of water, where there is a natural low spot and no sand bags are required. Pump to be installed each working day prior to construction activities and removed by the end of each working day. Pump size to be verified in the field.
2. 4" lay-flat hose. Hose to be installed each working day prior to construction activities and removed by the end of each working day. Hose to be placed away from construction equipment. Hose size to be verified in the field.
3. 12" steel casing. Casing to be installed under earthen ramp and shall remain until project completion. Hose shall be installed within the casing to avoid constructing equipment. Casing size to be field verified.
4. Discharge point away from construction and downstream of block net.
5. Settling Basin. Utilize GB/EB, per Caltrans Construction Site BMP Manual SC-6, and existing bank topography/rip rap to reduce velocity discharge and capture sediment prior to water returning to main channel.

GENERAL EROSION CONTROL NOTES

1. TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL USE BEST MANAGEMENT PRACTICES OUTLINED IN THE CALTRANS CONSTRUCTION SITE BMP MANUAL AND CALIFORNIA STORMWATER QUALITY ASSOCIATION (CASQA) BMP HANDBOOK.
2. ALL ONSITE STOCK-PILED SOILS AND SPOILS FROM EXCAVATION SHALL BE PROTECTED AND/OR COVERED PER CALTRANS CONSTRUCTION SITE BMP MANUAL SS-9 TEMPORARY WATER POLLUTION CONTROL DETAIL (TEMPORARY COVER) T53.
3. CLEARING AND GRUBBING ACTIVITIES FOR CONSTRUCTION ACCESS AND CONSTRUCTION SITE SHALL BE IMPLEMENTED AS NECESSARY FOR ACCESS AND CONSTRUCTION ONLY. ALL BOULDERS, ROCKS, AND FENCING REMOVED FROM THE CONSTRUCTION SITE OR CONSTRUCTION ACCESS SHALL BE RETURNED TO PRE-CONSTRUCTION CONDITIONS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND CONTROLLING ALL DRAINAGE TO AND FROM THE SITE. CONTROL OF SURFACE WATERS SHALL BE SUCH THAT EXISTING DRAINAGE PATTERNS ARE NOT DISTURBED OR ALTERED TO INCREASE THE AMOUNT AND/OR INTENSITY OF RUNOFF WATER AND SILT TO ADJACENT PRIVATE PROPERTIES, COUNTY RIGHT-OF-WAY AND EXISTING DRAINAGE STRUCTURES.
5. THE CONTRACTOR SHALL ENSURE ALL PROTECTION MEASURES ARE IN PLACE PRIOR TO THE RAINY SEASON. THE PROTECTION MEASURES MAY NEED TO BE INSTALLED DURING OTHER PARTS OF THE YEAR SHOULD RAIN BE IMMINENT.
6. THE CONTRACTOR SHALL ADJUST THE LIMITS OF THE PROTECTION MEASURES AS HIS WORK PROGRESSES.
7. THE CONTRACTOR SHALL ADJUST THE LIMITS OF THE PROTECTION MEASURES SHOULD THEY BE INADEQUATE TO CONTROL RUNOFF OF SILT LADEN WATER.
8. THE PROTECTION MEASURES MAY BE TEMPORARILY MOVED OUT OF THE CONTRACTOR'S WAY TO FACILITATE CONSTRUCTION, PROVIDED THEY ARE REINSTALLED PRIOR TO THE NEXT RAIN STORM.
9. THE CONTRACTOR SHALL ADVISE HIS CREW OF THE INTENT OF THE PROTECTION MEASURES PRIOR TO THE START OF THE RAINY SEASON. THE CREW IS ENCOURAGED TO MONITOR THE EFFECTIVENESS OF THE SYSTEM AND ALERT THE CONTRACTOR OF ANY FAILURES OR PROBLEMS.
10. STAGING, REFUELING OF EQUIPMENT AND MATERIALS STORAGE AREAS MAY CHANGE THROUGHOUT CONSTRUCTION, AS REQUIRED. THE AREAS SHALL BE INSPECTED FREQUENTLY TO ENSURE NO SPILLED HAZARDOUS MATERIALS CONTAMINATE THE GROUND. SHOULD THIS OCCUR, THE SPILL SHALL BE CLEANED UP IMMEDIATELY. REFUELING OF EQUIPMENT AND STORAGE OF HAZARDOUS MATERIALS SHALL NOT BE LOCATED NEAR STORM DRAIN INLETS, EXISTING RESIDENCES OR DRAINAGE SWALES.
11. EROSION CONTROL DEVICES SHOWN ON THIS PLAN MAY BE REMOVED WHEN APPROVED BY THE ENGINEER IF THE CONSTRUCTION OPERATION HAS PROGRESSED TO THE POINT WHERE THEY ARE NO LONGER REQUIRED.
12. THE PLACEMENT OF ADDITIONAL DEVICES TO REDUCE EROSION DAMAGE AND CONTAIN POLLUTANTS WITHIN THE SITE IS LEFT TO THE DISCRETION OF THE CONTRACTOR. ADDITIONAL DEVICES AS NEEDED SHALL BE INSTALLED TO RETAIN SEDIMENTS AND OTHER POLLUTANTS ON SITE.
13. EVERY EFFORT SHOULD BE MADE TO ELIMINATE THE DISCHARGE OF NON STORM WATER FROM THE PROJECT SITES AT ALL TIMES.
14. ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON-SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEET FLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES OR WIND.
15. FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND AREA NOT TO CONTAMINATE THE SOILS AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM.
16. CONTRACTORS ARE RESPONSIBLE TO INSPECT ALL EROSION CONTROL DEVICES BMPs ARE INSTALLED AND FUNCTIONING PROPERLY IF THERE IS A 40% CHANCE OF 0.25 INCHES OR GREATER OF PREDICTED PRECIPITATION, AND AFTER ACTUAL PRECIPITATION. A CONSTRUCTION SITE INSPECTION CHECKLIST AND INSPECTION LOG SHALL BE MAINTAINED AT THE PROJECT SITE AT ALL TIMES AND AVAILABLE FOR REVIEW BY THE ENGINEER.
17. TRASH AND CONSTRUCTION-RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OR RAINWATER AND DISPERSAL BY WIND.
18. SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITIONS MUST BE SWEEPED UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.
19. TEMPORARY ACCESS RAMP SHOWN ON THESE PLANS IS APPROXIMATE AND IS FOR INFORMATIONAL PURPOSES. THE TEMPORARY ACCESS RAMP USED TO ACCESS THE PROJECT SITE SHOULD BE DESIGNED BY THE CONTRACTOR BASED ON CONSTRUCTION MEANS AND METHODS DEVELOPED BY THE CONTRACTOR. THE TEMPORARY ACCESS RAMP SHALL USE NATIVE SOILS AND EXISTING BOULDERS AND BE APPROVED BY THE DISTRICT PRIOR TO CONSTRUCTION. CUT AND FILL SLOPES SHALL NOT EXCEED 2H:1V. ACCESS RAMP SHALL NOT EXCEED 4H:1V SLOPE. ALL TEMPORARY GRADING FOR THE ACCESS RAMP SHALL BE BROUGHT BACK TO PRE-CONSTRUCTION CONDITIONS AFTER CONSTRUCTION IS COMPLETE.

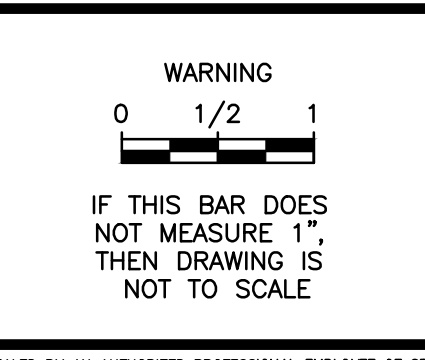
ISSUE FOR CONSTRUCTION

DESIGN: CEP CHECKED: JTZ PLOT DATE: 6/4/2024 12:30:33 PM PLOT BY: Poytress, Carrie

SURVEY INFORMATION:
 CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), NAD83(2011), ZONE 5, EPOCH 2017.50, STATIC GNSS AND MONTECITO HIGH PRECISION GEODETIC CONTROL NETWORK AS SHOWN ON THE MAP FILED IN BOOK 212, PAGE 48 THROUGH 52 OF RECORD OF SURVEYS.
 NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) MONTECITO HIGH PRECISION GEODETIC NETWORK AS SHOWN ON THE MAP FILED IN BOOK 212, PAGE 48 THROUGH 52 OF RECORD OF SURVEYS.

DESIGN: JTZ
 DRAWN: GMK
 CHECKED: CEP
 BID NO.: 2024-01
 PAGE: _____
 ATLAS: _____

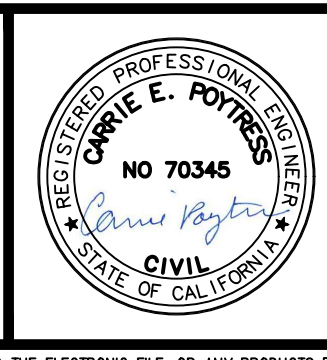
SCALE: _____
 VERT. _____
 HOR. _____



NO.	DATE	REVISION BLOCK	APPD.

PREPARED BY:

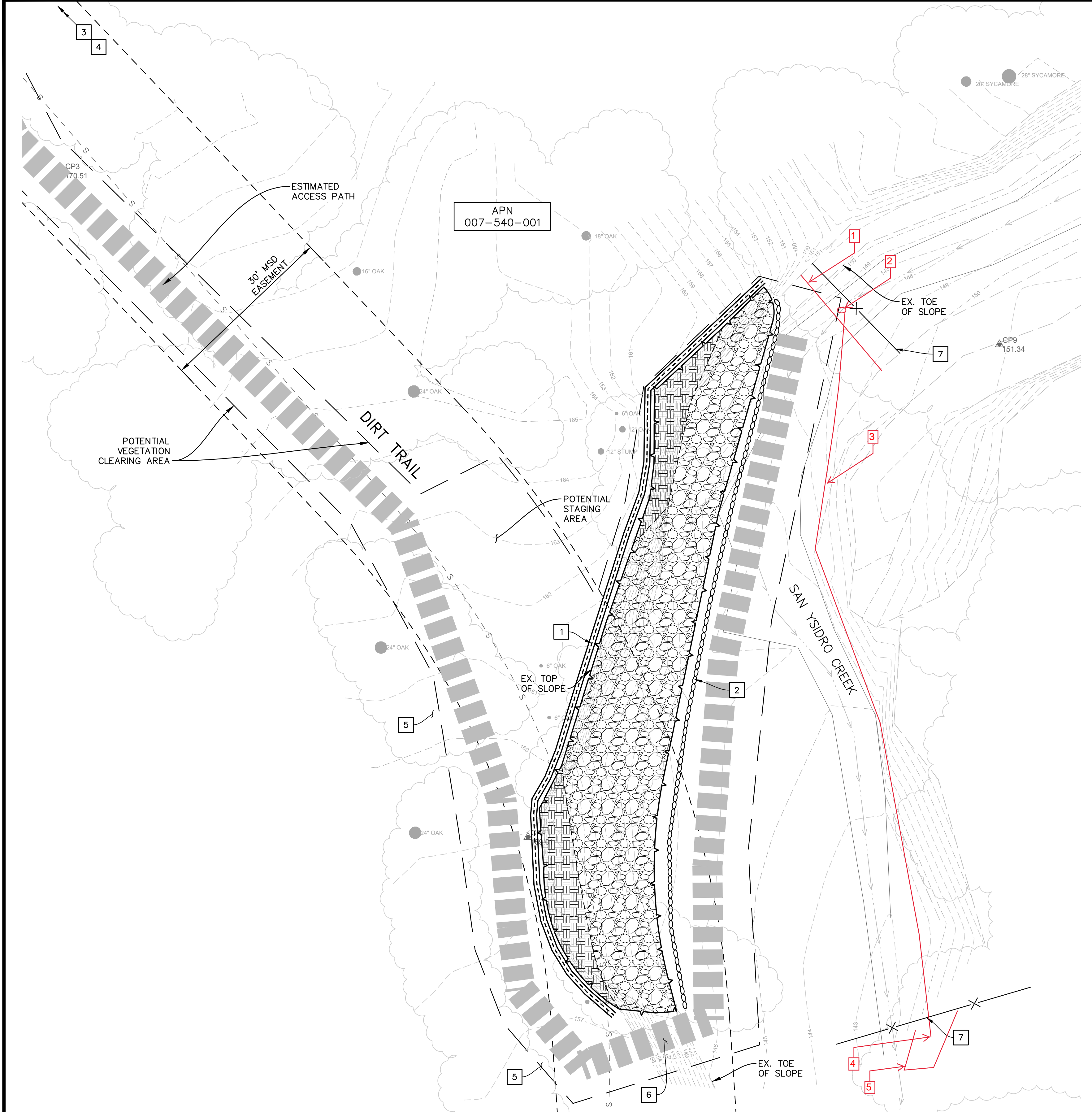
 200 E. Carrillo Street, Suite 101, Santa Barbara, CA 93101
 Phone: (805) 963-9532
 CARRIE E. POYTRESS 70,345 EXP. 09/2024
 PROJECT ENGINEER R.C.E. DATE



EROSION CONTROL PLAN AND DETAILS
PROJECT 2
MONTECITO CREEK
MSD PROTECTIVE MEASURES
 MONTECITO, CA

MSD PROJECT NO. 2024-01
SHEET 4 OF 4
DWG. NO. AD1-41





EROSION CONTROL IMPLEMENTATION NOTES

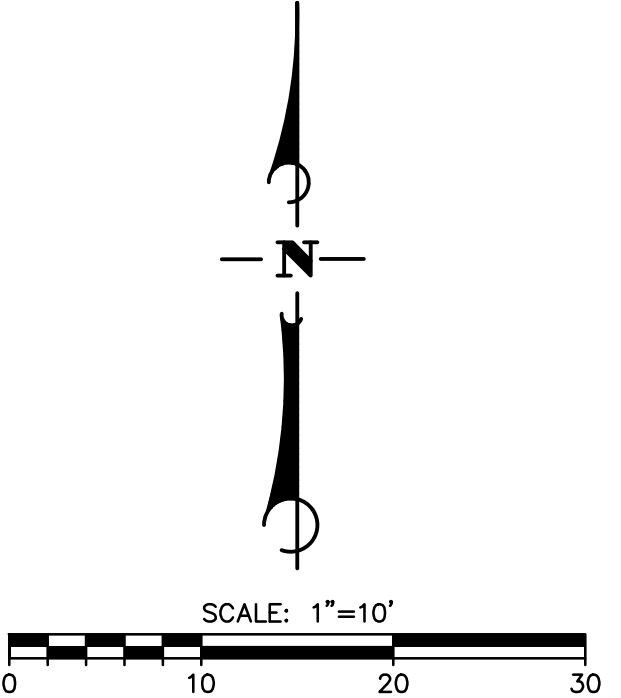
- 1 INSTALL FIBER ROLLS PER CALTRANS CONSTRUCTION SITE BMP MANUAL SC-5 TEMPORARY WATER POLLUTION CONTROL DETAIL T56.
- 2 INSTALL GRAVEL BAG/EARTHEN BERM PER CALTRANS CONSTRUCTION SITE BMP MANUAL SC-6.
- 3 INSTALL TEMPORARY CONSTRUCTION ENTRANCE/EXIT AT DIRT TRAIL/EAST VALLEY LANE CUL-DE-SAC PER CALTRANS CONSTRUCTION SITE BMP MANUAL TC-1 TEMPORARY WATER POLLUTION CONTROL DETAIL T58
- 4 INSTALL TEMPORARY ENTRANCE/OUTLET TIRE WASH AT DIRT TRAIL/EAST VALLEY LANE CUL-DE-SAC PER CALTRANS SITE BMP MANUAL TC-3.
- 5 REMOVE LANDSCAPING AND FENCING AS NECESSARY FOR ACCESS. CONTRACTOR TO REPLACES ITEMS AFTER CONSTRUCTION. DO NOT REMOVE TREES.
- 6 CONSTRUCT DIRT ACCESS RAMP AS NECESSARY TO ACCESS CREEK.
- 7 **Block nets (mesh size not to exceed 3/16th-inch) will be erected upstream and downstream of the work area and placed at an angle in low-velocity flow at the direction of a qualified biologist.**

DEWATERING CONSTRUCTION NOTES

1. Gravel bag/earthen berm (GB/EB) per Caltrans Construction Site BMP Manual SC-6. Install downstream of block netting along the width of the creek. GB/EB shall be stacked minimum 2' tall to allow pump functionality.
2. 5 horse power submersible pump with 3/16" mesh screening. Pump to be installed each working day prior to construction actives and removed by the end of each working day. Pump size to be verified in the field.
3. 4" lay-flat hose. Hose to be installed each working day prior to construction actives and removed by the end of each working day. Hose to be placed away from construction equipment. Hose size to be verified in the field.
4. Discharge point away from construction and downstream of block net.
5. Settling Basin. Utilize gravel bag/earthen berm (GB/EB), per Caltrans Construction Site BMP Manual SC-6, and existing bank topography/rip rap to reduce velocity discharge and capture sediment prior to water returning to main channel.

GENERAL EROSION CONTROL NOTES

1. TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL USE BEST MANAGEMENT PRACTICES OUTLINED IN THE CALTRANS CONSTRUCTION SITE BMP MANUAL AND CALIFORNIA STORMWATER QUALITY ASSOCIATION (CASQA) BMP HANDBOOK
2. ALL ONSITE STOCK-PILED SOILS AND SPOILS FROM EXCAVATION SHALL BE PROTECTED AND/OR COVERED PER CALTRANS CONSTRUCTION SITE BMP MANUAL SS-9 TEMPORARY WATER POLLUTION CONTROL DETAIL (TEMPORARY COVER) T53.
3. CLEARING AND GRUBBING ACTIVITIES FOR CONSTRUCTION ACCESS AND CONSTRUCTION SITE SHALL BE IMPLEMENTED AS NECESSARY FOR ACCESS AND CONSTRUCTION ONLY. ALL BOULDERS AND ROCKS REMOVED FROM THE CONSTRUCTION SITE OR CONSTRUCTION ACCESS SHALL BE RETURNED TO PRE-CONSTRUCTION CONDITIONS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND CONTROLLING ALL DRAINAGE TO AND FROM THE SITE. CONTROL OF SURFACE WATERS SHALL BE SUCH THAT EXISTING DRAINAGE PATTERNS ARE NOT DISTURBED OR ALTERED TO INCREASE THE AMOUNT AND/OR INTENSITY OF RUNOFF WATER AND SILT TO ADJACENT PRIVATE PROPERTIES, COUNTY RIGHT-OF-WAY AND EXISTING DRAINAGE STRUCTURES.
5. THE CONTRACTOR SHALL ENSURE ALL PROTECTION MEASURES ARE IN PLACE PRIOR TO THE RAINY SEASON. THE PROTECTION MEASURES MAY NEED TO BE INSTALLED DURING OTHER PARTS OF THE YEAR SHOULD RAIN BE IMMINENT.
6. THE CONTRACTOR SHALL ADJUST THE LIMITS OF THE PROTECTION MEASURES AS HIS WORK PROGRESSES.
7. THE CONTRACTOR SHALL ADJUST THE LIMITS OF THE PROTECTION MEASURES SHOULD THEY BE INADEQUATE TO CONTROL RUNOFF OF SILT LADEN WATER.
8. THE PROTECTION MEASURES MAY BE TEMPORARILY MOVED OUT OF THE CONTRACTOR'S WAY TO FACILITATE CONSTRUCTION, PROVIDED THEY ARE REINSTALLED PRIOR TO THE NEXT RAIN STORM.
9. THE CONTRACTOR SHALL ADVISE HIS CREW OF THE INTENT OF THE PROTECTION MEASURES PRIOR TO THE START OF THE RAINY SEASON. THE CREW IS ENCOURAGED TO MONITOR THE EFFECTIVENESS OF THE SYSTEM AND ALERT THE CONTRACTOR OF ANY FAILURES OR PROBLEMS.
10. STAGING, REFUELING OF EQUIPMENT AND MATERIALS STORAGE AREAS MAY CHANGE THROUGHOUT CONSTRUCTION, AS REQUIRED. THE AREAS SHALL BE INSPECTED FREQUENTLY TO ENSURE NO SPILLED HAZARDOUS MATERIALS CONTAMINATE THE GROUND. SHOULD THIS OCCUR, THE SPILL SHALL BE CLEANED UP IMMEDIATELY. REFUELING OF EQUIPMENT AND STORAGE OF HAZARDOUS MATERIALS SHALL NOT BE LOCATED NEAR STORM DRAIN INLETS, EXISTING RESIDENCES OR DRAINAGE SWALES.
11. EROSION CONTROL DEVICES SHOWN ON THIS PLAN MAY BE REMOVED WHEN APPROVED BY THE ENGINEER IF THE CONSTRUCTION OPERATION HAS PROGRESSED TO THE POINT WHERE THEY ARE NO LONGER REQUIRED.
12. THE PLACEMENT OF ADDITIONAL DEVICES TO REDUCE EROSION DAMAGE AND CONTAIN POLLUTANTS WITHIN THE SITE IS LEFT TO THE DISCRETION OF THE CONTRACTOR. ADDITIONAL DEVICES AS NEEDED SHALL BE INSTALLED TO RETAIN SEDIMENTS AND OTHER POLLUTANTS ON SITE.
13. EVERY EFFORT SHOULD BE MADE TO ELIMINATE THE DISCHARGE OF NON STORM WATER FROM THE PROJECT SITES AT ALL TIMES.
14. ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON-SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEET FLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES OR WIND.
15. FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND AREA NOT TO CONTAMINATE THE SOILS AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM.
16. CONTRACTORS ARE RESPONSIBLE TO INSPECT ALL EROSION CONTROL DEVICES BMPs ARE INSTALLED AND FUNCTIONING PROPERLY IF THERE IS A 40% CHANCE OF 0.25 INCHES OR GREATER OF PREDICTED PRECIPITATION, AND AFTER ACTUAL PRECIPITATION. A CONSTRUCTION SITE INSPECTION CHECKLIST AND INSPECTION LOG SHALL BE MAINTAINED AT THE PROJECT SITE AT ALL TIMES AND AVAILABLE FOR REVIEW BY THE ENGINEER.
17. TRASH AND CONSTRUCTION-RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OR RAINWATER AND DISPERSAL BY WIND.
18. SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITIONS MUST BE SWEEPED UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.



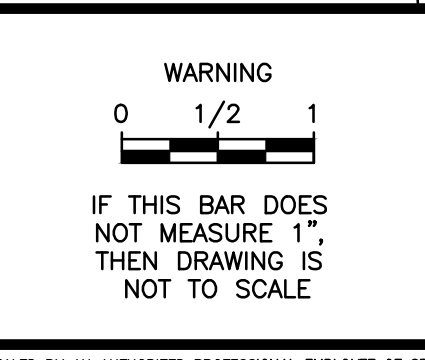
ISSUE FOR CONSTRUCTION

DESIGN: CEP CHECKED: JTZ
34-ENG SAVE DATE: 6/4/2024 12:28:23 PM PLOT DATE: 6/5/2024 3:02:33 PM
PLOT BY: Poytress, Carrie

SURVEY INFORMATION:
CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), NAD83(2011), ZONE 5, EPOCH 2017.50, STATIC GNSS AND MONTECITO HIGH PRECISION GEODETIC CONTROL NETWORK AS SHOWN ON THE MAP FILED IN BOOK 212, PAGE 48 THROUGH 52 OF RECORD OF SURVEYS.
NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) MONTECITO HIGH PRECISION GEODETIC NETWORK AS SHOWN ON THE MAP FILED IN BOOK 212, PAGE 48 THROUGH 52 OF RECORD OF SURVEYS.

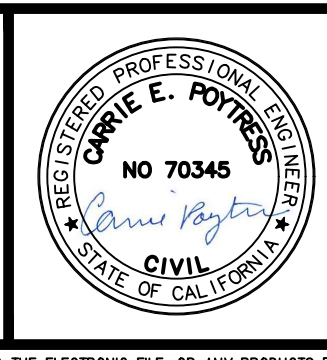
DESIGN JTZ
DRAWN GMK
CHECKED CEP
BID NO. 2024-01
PAGE _____
ATLAS _____

SCALE:
VERT. _____
HOR. _____



NO.	DATE	REVISION BLOCK	APPD.

PREPARED BY:
Stantec
200 E. Carrillo Street, Suite 101, Santa Barbara, CA 93101
Phone: (805) 963-9532
CARRIE E. POYTRESS 70,345 EXP. 09/2024
PROJECT ENGINEER R.C.E. DATE



EROSION CONTROL PLAN AND DETAILS
PROJECT 3
SAN YSIDRO CREEK
MSD PROTECTIVE MEASURES
MONTECITO, CA

MSD PROJECT NO. 2024-01
SHEET 4 OF 4
DWG. NO. _____
EXT. A-52-18





PROJECT: PROTECTIVE MEASURES OF DISTRICT FACILITIES (JANUARY 2023 STORM)
 BID NO.: 2024-01

PREPARED: September 27, 2024

DESCRIPTION:

1. Relocation of Owner Construction Materials for Project 2.

Additional Cost = \$11,622.00

*Total Additional Cost = \$11,622.00
 Total Additional Working Days = 2*

REASON FOR CHANGE:

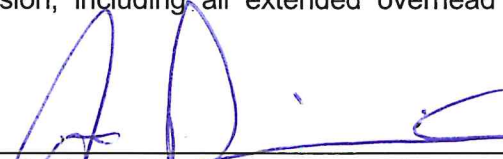
1. At the time of finalizing the project bid specifications (May 2024), it was anticipated a clear path would be available for our contractor to execute work. The Owner of 204 Olive Mill has construction work happening on the property. Significant piles of lumber as well as a 40' dumpster are in our required working area and blocking execution the project. The Owner is fine with the materials to be temporarily relocated, but would not move them on own accord. Therefore, the District requested Cushman to relocate the material to perform the project work and put back once the project work is done. Additional contract working days were discussed between the District and Cushman; two days was adequate for this scope.

Original Contract Amount.....	\$1,154,865.00
Total Contract Amount Change by Previous Change Orders.....	\$84,710.00
Contract Amount Prior to this Change Order:.....	\$1,239,575.00
Contract Amount to be Increased by this Change Order.....	\$11,622.00
Final Adjusted Contract Amount.....	\$1,251,197.00
Original Contract Working Days.....	44 Days
Total Change of Contract Working Days by Previous Change Orders.....	4 Days
Contract Working Days Prior to Change Order.....	48 Days
Contract Working Days to be Increased by this Change Order.....	2 Days
Final Adjusted Working Days.....	50 Days

The changes noted above, in both time and costs, include all compensation and adjustments for all changes, both direct and indirect, including scheduling and sequence of work, equipment and material delivery, project acceleration, costs for labor, material, equipment, incidental items and supervision, and extended overhead.

This adjustment shall include full payment for all items required for such work, including, without limitation: all compensation for all direct and indirect costs for such work; costs for adjustments to scheduling and sequence of work; equipment; materials delivery; project "acceleration"; costs for labor, material, equipment and incidental items; overhead costs and supervision, including all extended overhead and office overhead of every nature and description.

ACCEPTED:

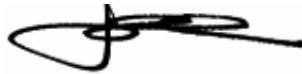


Cushman Contracting Corporation

10/01/2024

Date

APPROVED:



General Manager, Montecito Sanitary District

10/01/2024

Date

Attachments:

- Cushman Proposal dated September 27, 2024

DISTRIBUTION:

Jim Dinning, Cushman Contracting, jim@cushmancontracting.com
Lee Cushman, Cushman Contracting, lrc@cushmancontracting.com
Frankie Ortiz, Cushman Contracting, frankie@cushmancontracting.com
Alex Chapman, MNS Engineers, achapman@mnsengineers.com
Jason Mate, MNS Engineers, jmate@mnsengineers.com
Carrie Poytress, Stantec, carrie.poytress@stantec.com
Bryce Swetek, MSD, bswetek@montsan.org
John Weigold, MSD, jweigold@montsan.org
Ricardo Larroude, MSD, rlarroude@montsan.org

CUSHMAN CONTRACTING CORPORATION

Santa Barbara, CA

Est. 1969

Montecito Sanitary District (MSD)

09/27/2024

1042 Monte Cristo Lane

Santa Barbara, CA 93101

ATTN: Bryce Swetek, P.E.

Engineering Manager

REF: MSD Protective Measures of District Facilities

Subject: Change Order for Relocation of Property Owners Materials at Site 2

Mr. Swetek,

After yesterday's meeting with District representatives and owner of property at location 2. We have been directed to proceed with relocating the property's owner materials which are blocking our access and staging areas. This work will take two days to complete due to moving materials away from our jobsite and staging material back to preexisting conditions per owners direction. Please see below the amount required to complete the additional work.

Location number two (204 Olive Mill)

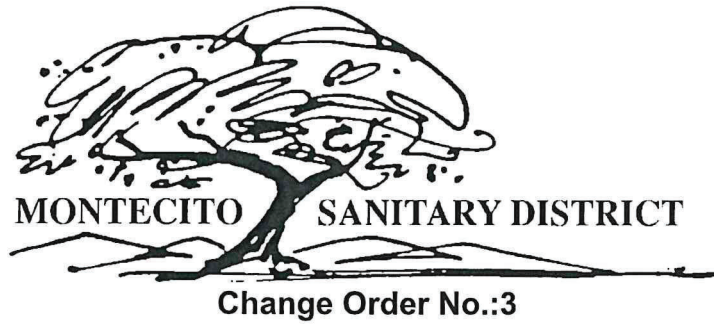
- \$11,622

We plan to start work at location #2 on September 30th. Our goal is to beat the weather and complete the project. We would appreciate a quick turnaround on Change Order so we may proceed with the additional work at location 2. If you have any questions or would like to discuss this change order in more detail, please contact Jim Dinning or myself.

Sincerely,



Frankie Ortiz



PROJECT: PROTECTIVE MEASURES OF DISTRICT FACILITIES (JANUARY 2023 STORM)
 BID NO.: 2024-01

PREPARED: October 15, 2024

DESCRIPTION:

1. *Project Time Extension*

Additional Cost = \$0.00

*Total Additional Cost = \$0
 Total Additional Working Days = 21*

REASON FOR CHANGE:

1. *At the time of finalizing the project bid specifications (May 2024), it was anticipated a Notice to Proceed would be on July 29, 2024, and a construction start date on September 3, 2024. Due to a delay in securing permits, the construction start date occurred on September 30, 2024. The contractor requested 21 additional working days to protect from the potential of liquidated damages.*

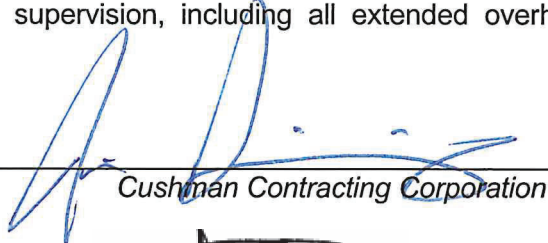
Original Contract Amount.....	\$1,154,865.00
Total Contract Amount Change by Previous Change Orders.....	\$96,3320.00
Contract Amount Prior to this Change Order:.....	\$1,251,197.00
Contract Amount to be Increased by this Change Order.....	\$0.00
Final Adjusted Contract Amount.....	\$1,251,197.00
Original Contract Working Days.....	44 Days
Total Change of Contract Working Days by Previous Change Orders.....	6 Days
Contract Working Days Prior to Change Order.....	50 Days
Contract Working Days to be Increased by this Change Order.....	21 Days
Final Adjusted Working Days.....	71 Days

The changes noted above, in both time and costs, include all compensation and adjustments for all changes, both direct and indirect, including scheduling and sequence of work, equipment and material delivery, project

acceleration, costs for labor, material, equipment, incidental items and supervision, and extended overhead.

This adjustment shall include full payment for all items required for such work, including, without limitation: all compensation for all direct and indirect costs for such work; costs for adjustments to scheduling and sequence of work; equipment; materials delivery; project "acceleration"; costs for labor, material, equipment and incidental items; overhead costs and supervision, including all extended overhead and office overhead of every nature and description.

ACCEPTED:



Cushman Contracting Corporation

10/16/2024
Date

APPROVED:



General Manager, Montecito Sanitary District

10/28/2024
Date

Attachments:

- Cushman Proposal dated October 1, 2024

DISTRIBUTION:

Jim Dinning, Cushman Contracting, jim@cushmancontracting.com
Lee Cushman, Cushman Contracting, lrc@cushmancontracting.com
Frankie Ortiz, Cushman Contracting, frankie@cushmancontracting.com
Alex Champman, MNS Engineers, achapman@mnsengineers.com
Jason Mate, MNS Engineers, jmate@mnsengineers.com
Carrie Poytress, Stantec, carrie.poytress@stantec.com
Bryce Swetek, MSD, bswetek@montsan.org
John Weigold, MSD, jweigold@montsan.org
Ricardo Larroude, MSD, rlarroude@montsan.org

CUSHMAN CONTRACTING CORPORATION
Santa Barbara, CA

Est. 1969

Montecito Sanitary District (MSD)
1042 Monte Cristo Lane
Santa Barbara, CA 93101

10/01/2024

ATTN: Bryce Swetek, P.E.
Engineering Manager

REF: MSD Protective Measures of District Facilities

Subject: Change Order for Time Extension

Mr. Swetek,

Per specification the date for Notice to Proceed (NTP) was originally the 29th of July. We received the NTP on August 15th, 2024. Per District's direction work could not be started due to lack of permits. We have been delayed 21 working days as of September 30th, 2024. Please issue a change order for the days we were not able to work due to lack of city permits.

Sincerely,



Frankie Ortiz



PROJECT: PROTECTIVE MEASURES OF DISTRICT FACILITIES (JANUARY 2023 STORM)
 BID NO.: 2024-01

PREPARED: October 15, 2024

DESCRIPTION:

- Concrete Encasement at Project 2

Additional Cost = \$8,300.00

Total Additional Cost = \$8,300.00
Total Additional Working Days = 0

REASON FOR CHANGE:

- During the excavation of the creek bank near the manhole at Project 2, the District's 8" vitrified clay pipe was uncovered and was found to be not encased in concrete. In typical creek crossing conditions, a concrete encasement around the pipe protects the pipe from potential scouring and infiltration. It was decided in the field to encase this approximately 3' section of pipe in concrete per an encasement detail used for Project 1.

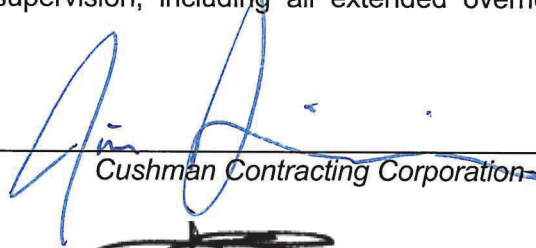
Original Contract Amount.....	\$1,154,865.00
Total Contract Amount Change by Previous Change Orders.....	\$96,3320.00
Contract Amount Prior to this Change Order:.....	\$1,251,197.00
Contract Amount to be Increased by this Change Order.....	\$8,300.00
Final Adjusted Contract Amount.....	\$1,259,497.00
Original Contract Working Days.....	44 Days
Total Change of Contract Working Days by Previous Change Orders.....	27 Days
Contract Working Days Prior to Change Order.....	71 Days
Contract Working Days to be Increased by this Change Order.....	0 Days
Final Adjusted Working Days.....	71 Days

The changes noted above, in both time and costs, include all compensation and adjustments for all changes, both direct and indirect, including scheduling and sequence of work, equipment and material delivery, project

acceleration, costs for labor, material, equipment, incidental items and supervision, and extended overhead.

This adjustment shall include full payment for all items required for such work, including, without limitation: all compensation for all direct and indirect costs for such work; costs for adjustments to scheduling and sequence of work; equipment; materials delivery; project "acceleration"; costs for labor, material, equipment and incidental items; overhead costs and supervision, including all extended overhead and office overhead of every nature and description.

ACCEPTED:


Cushman Contracting Corporation

10/16/2024
Date

APPROVED:


General Manager, Montecito Sanitary District

10/28/2024
Date

Attachments:

- Cushman Proposal dated October 7, 2024

DISTRIBUTION:

Jim Dinning, Cushman Contracting, jim@cushmancontracting.com
Lee Cushman, Cushman Contracting, lrc@cushmancontracting.com
Frankie Ortiz, Cushman Contracting, frankie@cushmancontracting.com
Alex Chapman, MNS Engineers, achapman@mnsengineers.com
Jason Mate, MNS Engineers, jmate@mnsengineers.com
Carrie Poytress, Stantec, carrie.poytress@stantec.com
Bryce Swetek, MSD, bswetek@montsan.org
John Weigold, MSD, jweigold@montsan.org
Ricardo Larroude, MSD, rlarroude@montsan.org

CUSHMAN CONTRACTING CORPORATION
Santa Barbara, CA

Est. 1969

Montecito Sanitary District (MSD)
1042 Monte Cristo Lane
Santa Barbara, CA 93101

10/07/2024

ATTN: Bryce Swetek, P.E.
Engineering Manager

REF: MSD Protective Measures of District Facilities

Subject: Change Order for 8" Pipe Encasement at location 2 (Differing Site Condition)

Mr. Swetek,

At location number two, during excavation to expose thee 8" pipe for rip rap placement. It was discovered that thee existing 8" pipe has no encasement. This causes concern to the longevity of the pipe's lifespan and potential of future environmental risk. As you discussed with Jim, we will plan to utilize the detail for pipe encasement as shown at location number one. We require an additional day of work for the task and the lump sum price of

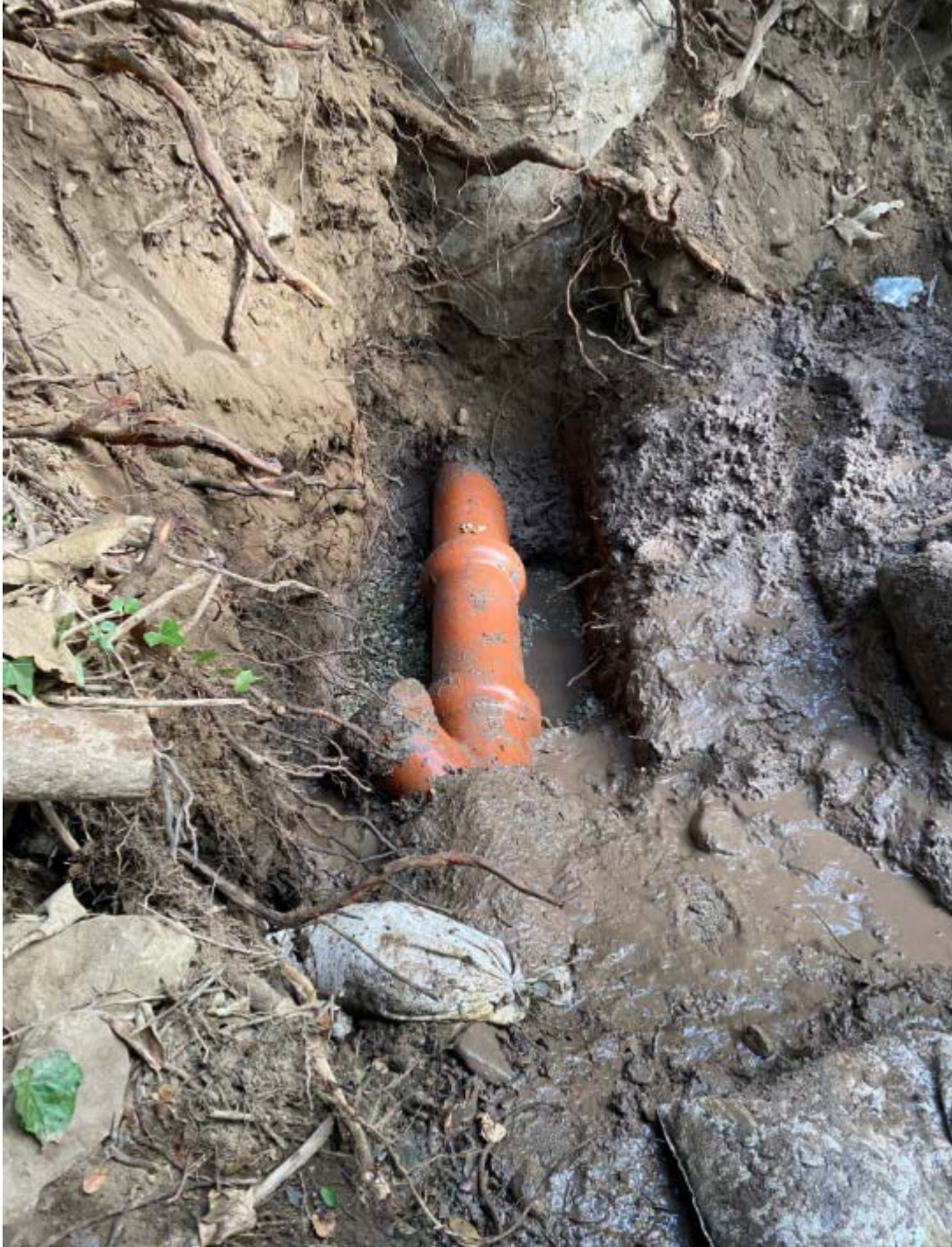
- \$8,300

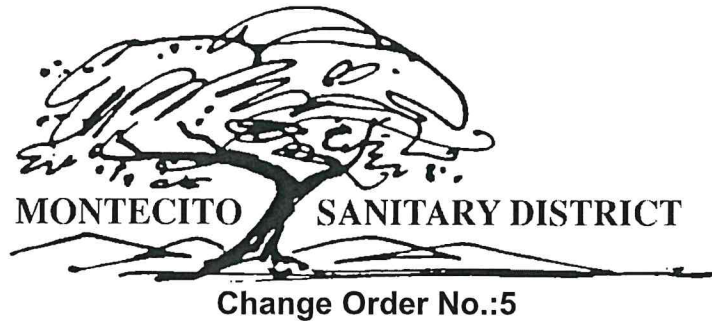
Please issue a Change Order so we may proceed with the additional work at location 2. If you have any questions or would like to discuss this change order in more detail, please contact Jim Dinning or myself.

Sincerely,



Frankie Ortiz





PROJECT: PROTECTIVE MEASURES OF DISTRICT FACILITIES (JANUARY 2023 STORM)
 BID NO.: 2024-01

PREPARED: October 30, 2024

DESCRIPTION:

1. T&M Work at Project 2 for Upstream Erosion

Additional Cost = \$67,443.33

Total Additional Cost = \$67,443.33
Total Additional Working Days = 6

REASON FOR CHANGE:

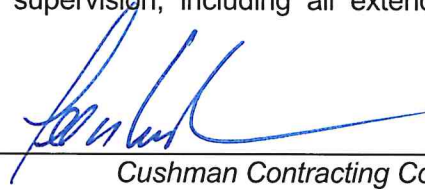
1. In May of 2024, the District was made aware of additional erosion damage that occurred upstream of our manhole, located at Project 2. This erosion occurred after the original January 2023 Storm Event and after design/permitting had been significantly completed. It was determined this erosion was significant and was in the District's best interest to secure the stabilization of the upstream bank of the sewer infrastructure. Staff directed Cushman to address this erosion in a similar manner to the rest of the project (angular boulders) on a time and materials (T&M) basis, which will be separate from the FEMA contract work. The labor/equipment rates as well as the daily tickets are attached to this CO.

Original Contract Amount.....	\$1,154,865.00
Total Contract Amount Change by Previous Change Orders.....	\$96,3320.00
Contract Amount Prior to this Change Order:.....	\$1,251,197.00
Contract Amount to be Increased by this Change Order.....	\$67,443.33
Final Adjusted Contract Amount.....	\$1,318,640.33
Original Contract Working Days.....	44 Days
Total Change of Contract Working Days by Previous Change Orders.....	27 Days
Contract Working Days Prior to Change Order.....	71 Days
Contract Working Days to be Increased by this Change Order.....	6 Days
Final Adjusted Working Days.....	77 Days

The changes noted above, in both time and costs, include all compensation and adjustments for all changes, both direct and indirect, including scheduling and sequence of work, equipment and material delivery, project acceleration, costs for labor, material, equipment, incidental items and supervision, and extended overhead.

This adjustment shall include full payment for all items required for such work, including, without limitation: all compensation for all direct and indirect costs for such work; costs for adjustments to scheduling and sequence of work; equipment; materials delivery; project "acceleration"; costs for labor, material, equipment and incidental items; overhead costs and supervision, including all extended overhead and office overhead of every nature and description.

ACCEPTED:



Cushman Contracting Corporation

10/30/24

Date

APPROVED:



General Manager, Montecito Sanitary District

12/2/2024

Date

Attachments:

- Cushman Proposal dated October 7, 2024
- Cushman Proposal dated October 25, 2024

DISTRIBUTION:

Frankie Ortiz, Cushman Contracting, frankie@cushmancontracting.com

Alex Champman, MNS Engineers, achapman@mnsengineers.com

Joe Scholle, MNS Engineers, jscholle@mnsengineers.com

Bryce Swetek, MSD, bswetek@montsan.org

John Weigold, MSD, jweigold@montsan.org



Montecito Sanitary District (MSD)
1042 Monte Cristo Lane
Santa Barbara, CA 93101

10/07/2024

ATTN: Bryce Swetek, P.E.
Engineering Manager

REF: MSD Protective Measures of District Facilities

Subject: Change Order for Project 2 Scour Site Remediation (Differing Site conditions)

Mr. Swetek,

We are in receipt of the "Exhibit For T&M Work on Project 2". Please see our attached T&M rates. We would appreciate a quick turnaround on this Change Order so we may proceed with the additional work at location 2. If you have any questions or would like to discuss this change order in more detail, please contact Jim Dinning or myself.

Sincerely,

Frankie Ortiz

Enclosed (T&M Rates Date 10/07/24 Pg 1& 2)

("Exhibit For T&M Work on Project 2")

CUSHMAN CONTRACTING CORPORATION
P.O. Box 147
Goleta, CA 93116-0147

RATES FOR TIME AND MATERIAL WORK
 Montecito Sanitary District

10/07/24

RATES FOR TIME AND MATERIAL WORK

Cushman Contracting Labor:

<u>Trade</u>	<u>Hourly Rate</u>	<u>Overtime Rate</u>	<u>Double-time Rate</u>
Superintendent	\$ 150.00	\$ 190.00	\$ 240.00
Carpenter; Foreman	\$ 113.00	\$ 150.00	\$ 187.00
Carpenter	\$ 110.00	\$ 146.00	\$ 181.00
Concrete Finisher	\$ 105.00	\$ 137.00	\$ 170.00
Lead Laborer	\$ 105.00	\$ 137.00	\$ 170.00
Laborer	\$ 101.00	\$ 131.00	\$ 161.00
Operator (Group 8)	\$ 135.00	\$ 179.00	\$ 222.00
Crane Operator (Group 8)	\$ 130.00	\$ 172.00	\$ 222.00
Plumber	\$ 125.00	\$ 166.00	\$ 204.00
Project Manager	\$ 130.00	\$ 180.00	\$ 240.00
Project Engineer	\$ 90.00	\$ 140.00	\$ 180.00
Diver	\$ 191.00	\$ 268.00	\$ 345.00
Diver Standby	\$ 116.00	\$ 155.00	\$ 194.00
Dive Tender	\$ 114.00	\$ 152.00	\$ 191.00

Above trade rates are based upon prevailing wage rates through June 30, 2024. Rates are subject to change by the Department of Industrial Relations (D.I.R.).

Surcharge for Labor	Included in above rates
Subsistence (If Required)	\$ 90 / Day
Labor Markup	20%

Cushman Contracting Equipment:

<u>Description</u>	<u>Hourly Rate</u>
1 Ton Truck / Tool Truck	\$ 24.00
Pickup Truck, Explorer	\$ 21.00
Water Truck - 2,000 gallon	\$ 49.00
Welding Truck/ Mechanic's Truck	\$ 49.00
Welding Trailer	\$ 17.50
Backhoe; Cat 416,420, JD 310	\$ 48.00
Loader, Cat 950	\$ 143.00
Excavator; Cat EL 200, 320, 308, 303.5	\$ 99.00
Hydraulic Breaker for 308	\$ 27.50
Excavator, Komatsu PC 400	\$ 184.00
10 Wheel Dump Truck	\$ 60.50
15 Ton RT Crane	\$ 66.00
35 Ton RT Crane	\$ 84.50
55 Ton RT Crane	\$ 140.00

RATES FOR TIME AND MATERIAL WORK (Con't.)
 Santa Barbara County Flood Control

10/07/24

Cushman Contracting Equipment (Cont.):

<u>Description</u>	<u>Hourly Rate</u>
110 Ton Crawler Crane	\$ 245.00
Forklift, 20,000 LB	\$ 60.00
Forklift, 16,500 LB	\$ 52.00
Reach Lift; 8000-10,000 LB	\$ 60.00
Dozer (Cat D-4)	\$ 60.00
Air Drill, Chainsaw, Impact Wrench, Rotohammer	\$ 5.50
Core Drill	\$ 5.50
Jack Hammer (60#,90#)	\$ 5.50
Air Compressor (210 CFM, 185 CFM)	\$ 27.50
Air Compressor (Rol Air)	\$ 12.00
Air Compressor (Emglo)	\$ 5.50
Portable Generator (~2kw), Concrete Mixer	\$ 8.00
Deutz Trailer Mounted Generator (~10 kW)	\$ 16.50
Handheld Breaker (Pistol Grip), Rivet Buster, Wacker	\$ 7.50
Cutting Torches / Welding Set	\$ 9.00
Cutoff Saw / Table Saw / Large Grinder / Conc. Bucket	\$ 5.50
Gas Detector (Passport), Laser	\$ 5.50
Confined Space Equipment (Tripod, Winch, Detector)	\$ 13.00
Davit, Fuel Tank	\$ 5.50
Ventilation Fan / Electric Water Pump / Carson Trailer	\$ 5.50
Light Tower	\$ 27.50
Sea Container / Gang Box / Office Trailer / Trench Plate	\$ 3.25
Scaffolding (10' x 10')	\$ 11.00
Trailer; Ziemann / Interstate / Lowbed / Stepdeck / Big-Tex	\$ 22.00
Peterbilt Tractor; 2 axle / 3 axle	\$ 55.00
Fuel Trailer	\$ 17.50
Shoring Jacks (3) and Shoring Pump	\$ 3.25
20' K-rail Section	\$ 1.20
Sandblast Pot	\$ 11.00
Dive Trailer and Dive Gear	\$ 55.00

Note: Above rates do not include fuel for off-road equipment.

Rented Equipment:

Billed at Invoiced Rates.

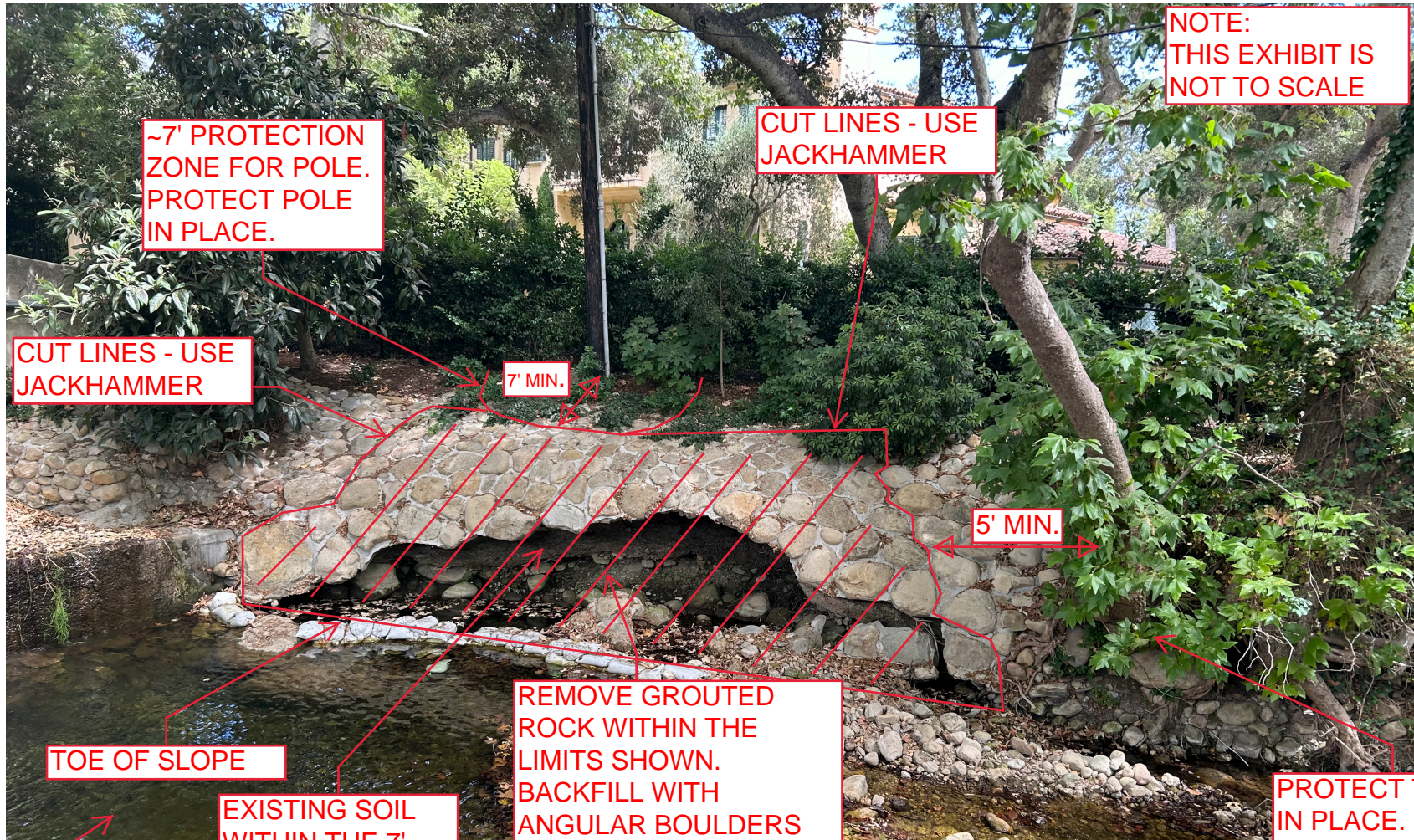
Material and/or Work Done By Specialists:

Billed per Invoice.

Markup on CCC equipment, rental equipment,
 materials, and work done by Specialists.

15%

EXHIBIT FOR T&M WORK ON PROJECT 2



NOTE:
THIS EXHIBIT IS
NOT TO SCALE

~7' PROTECTION
ZONE FOR POLE.
PROTECT POLE
IN PLACE.

CUT LINES - USE
JACKHAMMER

CUT LINES - USE
JACKHAMMER

7' MIN.

5' MIN.

TOE OF SLOPE

EXISTING SOIL
WITHIN THE 7'
ZONE OF POLE
SHALL NOT BE
DISTURBED.

REMOVE GROUTED
ROCK WITHIN THE
LIMITS SHOWN.
BACKFILL WITH
ANGULAR BOULDERS
PER PROJECT 2 PLANS;
THIS INCLUDES DESIGN
(3' EMBEDMENT, 1.5:1
SLOPE AND MATERIALS.
TABLE TO RIGHT IS PER
PROJECT 2. REFER TO
PROJECT 2 PLANS.

PROTECT TREE
IN PLACE. CUT
LINES WITHIN
GROUTED ROCK
SHALL BE
MINIMUM OF 5'
AWAY FROM
TREE.

DEWATER AS
NECESSARY TO
KEEP WORK
LIMITS DRY.

Description	Value	Units
Class Name	Class VIII	
Class Order	8	
D15	22	in
D50	31.5	in
D85	42.5	in
D100	60	in
Tminimum	60	in

NOTE: ROCK RIP-RAP SHALL NOT BE SANDSTONE.



Montecito Sanitary District (MSD)
1042 Monte Cristo Lane
Santa Barbara, CA 93101

10/25/2024

ATTN: Bryce Swetek, P.E.
Engineering Manager

REF: MSD Protective Measures of District Facilities

Subject: Change Order for T&M PCO #05 Scour Site Remediation

Mr. Swetek,

Please see Summary of T&M work CCC completed at Location #2 (204 Olive Mill Rd) Scour Site Remediation. Please issue a Change Order in the total sum below.

- \$67,443.33

If you have any questions or would like to discuss this change order in more detail, please contact Jim Dinning or myself.

Sincerely,

Frankie Ortiz

Cushman Contracting Corporation
 (MSD)PROTECTIVE MEASURES OF DISTRICT FACILITIES
 CO- #05 T&M Summary Page

Invoice No. 1
 Work Period: 10/01/24-10/31/24

DEWR DATE	DEWR NO.	DEWR AMOUNT	ITF COMPLETED?
10/07/24	01	\$ 7,542.64	Yes
10/10/24	02	\$ 10,038.10	Yes
10/11/24	03	\$ 9,396.73	Yes
10/14/24	04	\$ 8,197.42	Yes
10/15/24	05	\$ 10,914.09	Yes
10/16/24	06	\$ 14,056.99	Yes
10/17/24	07	\$ 7,297.36	Yes

INVOICE #01 DEWR SUBTOTAL	\$ 67,443.33
INVOICE #01 ITF RECEIVED THIS MONTH SUBTOTAL	\$ -
INVOICE #01 TOTAL	\$ 67,443.33

INVOICE #01 ITF RECEIVED THIS MONTH SUBTOTAL			\$ -

**CUSHMAN CONTRACTING CORPORATION
DAILY EXTRA WORK REPORT**

JOB NAME: (MSD) Protective Measures of District Facilities DATE PERFORMED: 10/07/24

Scour Site Remediation

WORK PERFORMED BY: CUSHMAN CONTRACTING CORPORATION PCO NO. 05 REPORT NO. 01

DESCRIPTION OF WORK: _____ CONTRACTOR JOB NO. 2407

T&M work per Montecito Sanitary District direction. CCC Attended Pre-construction Conference with
District and property owner for additional work at location number two. Coordinate and pre-plan work with crew.
CCC coordinated with inspectors and owner to locate anchor points on existing oak tree on
owners property for hold back. CCC crew excavated area at existing guide wire for anchoring two-point hold back.
J. Dinning traveled to CCC yard to gather needed material to complete anchoring and hold back system.
CCC Crew attached endless sling to existing oak tree and attached 1- 1/2" ton chain/ Come-A-Long to
secure existing telephone pole. Crew started excavation at fence and started removing existing soil.
Crew attempted to attach second anchor point to dead man. Crew needed different equipment and material
to complete task. J. Dinning Traveled to CCC yard searched through inventory to find clevis and shackles.
Received material and equipment, transported to location number two. CCC attached 1-1/2" ton chain to
Come-A-Long, attached to anchor point. J. Dinning distribute and discussed scour repair with crew.
CCC started and completed lay out for limits of demo with orange marking paint. Crew pumped out pool
of water out of work zone. Used excavator to begin demolition of existing grouted rip rap. Hand crews removed
chipped grout debris out of work area. CCC coordinate rip rap boulders delivery and spoil trucking disposal
for additional work at location number two. J. Dinning traveled to Milpas Rental for an exchange.
J. Dinning filled up gas containers at fuel station and delivered to jobsite location number two. Jobsite pick up.

EQUIP. NO.	EQUIPMENT	HOURS	HOURLY RATE	EXTENDED AMOUNTS	CRAFT	LABOR	HOURS		HRLY. RATE INCL CONTRIBUTIONS	EXTENDED AMOUNTS
							ST	OT		
T-63	Ford F-250	5	\$ 24.00	\$ 120.00	SUPER	J. Dinning	5		\$ 150.00	\$ 750.00
T-40	Ford F-250	4	\$ 21.00	\$ 84.00	PE	F.Ortiz	4		\$ 90.00	\$ 360.00
E-65	950 Loader	8	\$ 143.00	\$ 1,144.00	OPER	J. Mata	5		\$ 135.00	\$ 675.00
	Shovels	8	NC	\$ -	LABOR	C. Andrade	6		\$ 101.00	\$ 606.00
	Pick Axe	8	NC	\$ -				0.5	\$ 131.00	\$ 65.50
	Clevis	8	NC	\$ -	LABOR	K. Hebel	6		\$ 101.00	\$ 606.00
	Red Endless Sling	8	NC	\$ -				0.5	\$ 131.00	\$ 65.50
	1-1/2" Ton Chain Come-A-long	8	NC	\$ -						
	20' 3/8" chain	8	NC	\$ -						
	Marking Paint	LS	\$ 1.20	\$ 1.20						
	Gallon of Fuel (x10)	LS	\$ 50.00	\$ 50.00						
	Gallon of Diesel (x10)	LS	\$ 41.90	\$ 41.90						
	Lazer/Tri-pod/Rod	8	\$ 5.50	\$ 44.00						
	8" plug	8	\$ 6.50	\$ 52.00						
	Compressor	8	\$ 7.35	\$ 58.80						
	Hose	8	\$ 3.00	\$ 24.00						
	Concrete chipping/Dispose	LS	\$ -	\$ -						
EQUIPMENT SUB-TOTAL \$ 1,619.90						LABOR SUB-TOTAL				\$ 3,128.00
MATERIAL AND/OR WORK DONE BY SPECIALISTS						SUBSISTENCE		NO. 1	\$ 90.00	\$ 90.00
DESCRIPTION						TRAVEL/LODGING EXPENSE		NO. 0	\$ -	\$ -
	United - 3" Pump	2	\$ 118.00	\$ 236.00						
	Milpas - 2" Pump		\$ -	\$ -						
	United - 330 Excavator		\$ 1,345.00	\$ 1,345.00						
	United Site Rentals - Porter Potti		\$ -	\$ -						
	Trench Shoring - Rumble Plates X2		\$ -	\$ -						
MATERIAL AND SPECIALIST SUB-TOTAL \$ 1,581.00						TOTAL LABOR COST				\$ 3,218.00

CONTRACTOR'S REPRESENTATIVE

OWNER'S REPRESENTATIVE

MARKUP ON LABOR COST	20%	\$ 643.60
MARKUP ON EQUIPMENT COST	15%	\$ 242.99
MARKUP ON MATERIAL & SPECIALIST WORK COST	15%	\$ 237.15
MARKUP ON SUBCONTRACTOR COST	10%	
TOTAL THIS REPORT		\$ 7,542.64

**CUSHMAN CONTRACTING CORPORATION
DAILY EXTRA WORK REPORT**

JOB NAME: (MSD) Protective Measures of District Facilities

DATE PERFORMED: 10/07/24

Scour Site Remediation

WORK PERFORMED BY: CUSHMAN CONTRACTING CORPORATION

PCO NO. 05 REPORT NO. 01

DESCRIPTION OF WORK:

CONTRACTOR JOB NO. 2407

T&M work per Montecito Sanitary District direction. CCC Attended Pre-construction Conference with District and property owner for additional work at location number two. Coordinate and pre-plan work with crew.
CCC coordinated with inspectors and owner to locate anchor points on existing oak tree on owners property for hold back. CCC crew excavated area at existing guide wire for anchoring two-point hold back.
J. Dinning traveled to CCC yard to gather needed material to complete anchoring and hold back system.
CCC Crew attached endless sling to existing oak tree and attached 1- 1/2" ton chain/ Come-A-Long to secure existing telephone pole. Crew started excavation at fence and started removing existing soil.
Crew attempted to attach second anchor point to dead man. Crew needed different equipment and material to complete task. J. Dinning Traveled to CCC yard searched through inventory to find clevis and shackles.
Received material and equipment, transported to location number two. CCC attached 1-1/2" ton chain to Come-A-Long, attached to anchor point. J. Dinning distribute and discussed scour repair with crew.
CCC started and completed lay out for limits of demo with orange marking paint. Crew pumped out pool of water out of work zone. Used excavator to begin demolition of existing grouted rip rap. Hand crews removed chipped grout debris out of work area. CCC coordinate rip rap boulders delivery and spoil trucking disposal for additional work at location number two. J. Dinning traveled to Milpas Rental for an exchange.
J. Dinning filled up gas containers at fuel station and delivered to jobsite location number two. Jobsite pick up.



#239446951

BRANCH 511
3665 MARKET ST
VENTURA CA 93003-5107
805-644-7319

Job Site

PROTECTIVE MEASURES PROJECT 2
196 SANTA ELENA LN
MONTECITO CA 93108-2513

Office: 805-964-8661

Customer # : 32685
Agreement Date : 09/27/24
Rental Out : 09/30/24 09:00 AM
Scheduled In : 10/14/24 09:00 AM
UR Job Loc : 196 SANTA ELENA LN,
UR Job # : 158
Customer Job ID:
P.O. # : TBD
Ordered By : JIM DINNING
Reserved By : JACK OSTRANDER
Salesperson : JACK OSTRANDER

CUSHMAN CONTRACTING CORPORATIO
PO BOX 147
GOLETA CA 93116-1416

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	RR9051150	EXCAVATOR 70000-84999#			1,345.00	3,809.00	7,618.00
RREquipment#: RR9051150							
1	11334929	PUMP 3" TRASH Make: MULTIQUIP Model: QP3TH Serial: 3TH-43812	118.00	118.00	356.00	835.00	712.00
1	11794961	PUMP 3" TRASH Make: MULTIQUIP Model: QP3TH Serial: 049587	118.00	118.00	356.00	835.00	712.00
4	535/6620	HOSE 3X50 LAYFLAT DISCHARGE - CAMLOCK	19.00	19.00	51.00	110.00	408.00
						Rental Subtotal:	9,450.00
SALES/MISCELLANEOUS ITEMS:							
Qty	Item		Price	Unit of Measure	Extended Amt.		
1	CA PERSONAL PROP TAX REIMB CHARGE	[DRSURCA/MCI]	13.740	EACH	13.74		
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	99.000	EACH	99.00		
1	DELIVERY CHARGE		600.000	EACH	600.00		
1	PICKUP CHARGE		600.000	EACH	600.00		
						Sales/Misc Subtotal:	1,312.74
						Agreement Subtotal:	10,762.74
						Tax:	889.24
						Estimated Total:	11,651.98

COMMENTS/NOTES:

CONTACT: JIM DINNING
CELL#: 805-746-7947

CONTINUED

OPTIONAL RENTAL PROTECTION PLAN: THE RENTAL PROTECTION PLAN IS NOT INSURANCE. The Rental Protection Plan is only available to direct commercial customers. Upon accepting the optional Rental Protection Plan, Customer agrees to pay a charge equal to 15% of the rental charges on the Equipment Customer wants covered by the Rental Protection Plan. In return, United agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Rental and Service Terms.

NOTICE FOR RENTAL OF A MOTOR VEHICLE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A DAMAGE WAIVER (or "Rental Protection Plan") TO LIMIT CUSTOMER'S FINANCIAL RESPONSIBILITY FOR DAMAGE TO, OR THEFT OF, THE MOTOR VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE DAMAGE WAIVER, CUSTOMER MAY WISH TO DETERMINE WHETHER CUSTOMER'S OWN INSURANCE GIVES CUSTOMER COVERAGE. THE PURCHASE OF THIS DAMAGE WAIVER IS NOT MANDATORY, AND MAY BE WAIVED OR DECLINED BY CUSTOMER.

A CLEANING CHARGE: WILL APPLY TO EQUIPMENT RETURNED WITH EXCESSIVE DIRT, CONCRETE, AND/OR PAINT. CUSTOMER IS RESPONSIBLE FOR ALL DAMAGE. THERE WILL BE AN ADDITIONAL CHARGE FOR MISSING KEYS AND TOLL TRANSPONDERS.

REFUELING SERVICE CHARGE: Customer is required to return the Equipment with a full tank of fuel. If Customer returns the Equipment with less than a full tank of fuel, Customer agrees to pay a Refueling Service Charge at the per gallon rate applicable at the time Customer returns the Equipment. (The current rate is available from the Store Location, but, the final rate may differ based on market conditions at the time of return). For additional information, see the Rental and Service Terms.

ENVIRONMENTAL SERVICE CHARGE: Due to the hazardous nature of some waste and other products, to comply with federal and state environmental regulations, and to promote a clean environment, United charges an Environmental Service Charge for certain rentals. The Environmental Service Charge is not a government-mandated charge, is not designated for any particular use, and is used at United's discretion. The Environmental Service Charge is 2.00% of the rental charge and will not exceed \$99. Customer acknowledges the items indicated above are subject to the Environmental Service Charge and Customer agrees to pay that Charge.

DELIVERY: If Customer chooses to have United deliver and pick up the Equipment, Customer agrees to pay a Delivery and Pickup Service Charge.

READ BEFORE SIGNING: By signing below, Customer: (i) agrees that Customer has received, read and agreed to the Rental and Service Terms and the optional Rental Protection Plan ("RPP") Terms (if the RPP is applicable) in effect as of the latest date below, both of which are amended from time to time and posted online at <https://www.unitedrentals.com/legal/rental-service-terms-us> and <https://www.unitedrentals.com/legal/rpp-us>, respectively, and are incorporated by reference into this Agreement; (ii) authorizes United Rentals to charge the payment method provided per the above-referenced terms; and (iii) acknowledges that the Equipment is in the condition as stated on the condition report(s). It is Customer's responsibility to review these terms and conditions from time to time for updates and changes. By agreeing to the Terms, you agree (1) to indemnify United for losses relating to his transaction; (2) that United's liabilities are limited, and (3) that United makes no warranties as the equipment's merchantability, quality or fitness for a particular purpose; as well as other Terms affecting your rights.

X 09/30/24 Montecito Sanitary District JOSE GONZALEZ MELGOZA 09/30/24
CUSTOMER SIGNATURE DATE CUSTOMER NAME PRINTED UNITED RENTALS REPRESENTATIVE/DELIVERED BY DATE

NOTICE: By accepting delivery of the Equipment listed above or making payment(s) to United for the Equipment listed above, Customer agrees to be bound by the Rental and Service Terms at the referenced URLs, even if the Rental and Service Agreement has not been signed. Some Rental and Service Terms AND, IF APPLICABLE, THE RPP ARE AVAILABLE IN PAPER FORM UPON REQUEST. The Rental and Service Terms are posted online in Spanish at <https://www.unitedrentals.com/legal/rental-service-terms-us-sp> Los términos del alquiler y del servicio están publicadas en línea en español en <https://www.unitedrentals.com/legal/rental-service-terms-us-sp>



#239446951

BRANCH 511
3665 MARKET ST
VENTURA CA 93003-5107
805-644-7319

Job Site

PROTECTIVE MEASURES PROJECT 2
196 SANTA ELENA LN
MONTECITO CA 93108-2513

Office: 805-964-8661

Customer #	: 32685
Agreement Date	: 09/27/24
Rental Out	: 09/30/24 09:00 AM
Scheduled In	: 10/14/24 09:00 AM
UR Job Loc	: 196 SANTA ELENA LN,
UR Job #	: 158
Customer Job ID:	
P.O. #	: TBD
Ordered By	: JIM DINNING
Reserved By	: JACK OSTRANDER
Salesperson	: JACK OSTRANDER

CUSHMAN CONTRACTING CORPORATIO
PO BOX 147
GOLETA CA 93116-1416

COMMENTS/NOTES:

A CLEANING CHARGE WILL APPLY TO EQUIPMENT RETURNED WITH EXCESSIVE
DIRT, CONCRETE, AND/OR PAINT. CUSTOMER IS RESPONSIBLE FOR ALL
DAMAGE INCLUDING TIRES. THERE WILL BE AN ADDITIONAL CHARGE FOR
MISSING KEYS. A REFUELING SERVICE CHARGE WILL BE APPLIED TO

ALL UNITS NOT RETURNED FULL OF FUEL

SEE BELOW FOR EXPLANATION OF REFUELING SERVICE CHARGE

* * * * *

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY

844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)

WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #

IN ORDER TO CLOSE THIS CONTRACT

**CUSHMAN CONTRACTING CORPORATION
DAILY EXTRA WORK REPORT**

JOB NAME: (MSD) Protective Measures of District Facilities DATE PERFORMED: 10/10/24

Scour Site Remediation

WORK PERFORMED BY: CUSHMAN CONTRACTING CORPORATION PCO NO. 05 REPORT NO. 02

DESCRIPTION OF WORK: _____ CONTRACTOR JOB NO. 2407

Use excavator and hand crews to remove spoil pipe near manhole. Separate and sort large rocks to remain. Use cobble and
boulders for areas identified in creek bed. Material was removed from upper area to ramp and then to staging due to limited
headroom. Grade out area around manhole to provide access.
Received 3 loads of rock for scour area. Moved away from road with loader.

EQUIP. NO.	EQUIPMENT	HOURS	HOURLY RATE	EXTENDED AMOUNTS	CRAFT	LABOR	HOURS		HRLY. RATE INCL CONTRIBUTIONS	EXTENDED AMOUNTS
							ST	OT		
T-63	Ford F-250	0	\$ 24.00	\$ -	SUPER	J. Dinning	0		\$ 150.00	\$ -
T-40	Ford F-250	2	\$ 21.00	\$ 42.00	PE	F.Ortiz	2		\$ 90.00	\$ 180.00
E-65	950 Loader	8	\$ 143.00	\$ 1,144.00	OPER	J. Mata	3		\$ 135.00	\$ 405.00
	Shovels	8	NC	\$ -				0.5	\$ 179.00	\$ 89.50
	Pick Axe	8	NC	\$ -	LABOR	C. Andrade		3	\$ 101.00	\$ 303.00
	Clevis	8	NC	\$ -				0.5	\$ 131.00	\$ 65.50
	Red Endless Sling	8	NC	\$ -	LABOR	K. Hebel		3	\$ 101.00	\$ 303.00
	1-1/2" Ton Chain Come-A-long	8	NC	\$ -				0.5	\$ 131.00	\$ 65.50
	20' 3/8" chain	8	NC	\$ -						
	Marking Paint	LS	\$ -	\$ 1.20						
	Gallon of Fuel (x10)	LS	\$ 50.00	\$ 50.00						
	Gallon of Diesel (x20)	LS	\$ 83.80	\$ 83.80						
	Lazer/Tri-pod/Rod	0	\$ 5.50	\$ -						
EQUIPMENT SUB-TOTAL						\$ 1,321.00	LABOR SUB-TOTAL			\$ 1,411.50
MATERIAL AND/OR WORK DONE BY SPECIALISTS						SUBSISTENCE		NO. 1	\$ 90.00	\$ 90.00
DESCRIPTION						TRAVEL/LODGING EXPENSE		NO. 0	\$ -	\$ -
	United - 3" Pump	2	\$ 118.00	\$ 236.00						
	Milpas - 2" Pump		\$ -	\$ -						
	United - 330 Excavator		\$ 1,345.00	\$ 1,345.00						
	United Site Rentals - Porter Potti		\$ -	\$ -						
	Trench Shoring - Rumble Plates X2		\$ -	\$ -						
	Beerock Quarry- (4) Loads		\$ 4,260.00	\$ 4,260.00						
MATERIAL AND SPECIALIST SUB-TOTAL						\$ 5,841.00	TOTAL LABOR COST			\$ 1,501.50
CONTRACTOR'S REPRESENTATIVE						MARKUP ON LABOR COST		20%	\$ 300.30	
OWNER'S REPRESENTATIVE						MARKUP ON EQUIPMENT COST		15%	\$ 198.15	
						MARKUP ON MATERIAL & SPECIALIST WORK COST		15%	\$ 876.15	
						MARKUP ON SUBCONTRACTOR COST		10%		
						TOTAL THIS REPORT			\$ 10,038.10	

CUSHMAN CONTRACTING CORPORATION
DAILY EXTRA WORK REPORT

JOB NAME: (MSD) Protective Measures of District Facilities

DATE PERFORMED: 10/10/2024

WORK PERFORMED BY: CUSHMAN CONTRACTING CORPORATION

PCO NO. 05

REPORT NO. 02

DESCRIPTION OF WORK:

USE EXCAVATOR AND HAND CREW

CONTRACTOR JOB NO. 2407

TO REMOVE SPOIL PILE NEAR MANHOLE
SEPARATE AND SORT LARGE ROCKS TO
REMAIN. USE COBBLE AND BOULDERS FOR
AREAS IDENTIFIED IN CREEK BED.

BEGIN 1:30 PM

END 5:00 PM

MATERIAL WAS MOVED FROM UPPER
AREA TO RAMP AND THEN TO STAGING
QUE TO LIMITED HEADROOM.

GRADE OUT AREA AROUND MANHOLE TO
PROVIDE ACCESS.

REMOVED 3 LOADS OF ROCK FOR SCOUR
AREA. CROWD AWAY FROM ROAD W/
9.50 LOADER

EQUIP. NO.	EQUIPMENT	HOURS	HOURLY RATE	EXTENDED AMOUNTS	CRAFT	LABOR		HOURS	HRLY. RATE INCL CONTRIBUTIONS	EXTENDED AMOUNTS			
T-63	Ford F-250	1	\$ -	\$ -	SUPER	J. Dinning		1	\$ -	\$ -			
T-40	Ford F-250	2	\$ -	\$ -	PE	F. Ortiz		2	\$ -	\$ -			
E-65	950 Loader	DAY	\$ -	\$ -	OPER	J. Mata		3	\$ -	\$ -			
	Shovels	}	\$ -	\$ -	LABOR	C. Andrade		3	\$ -	\$ -			
	Pick Axe		\$ -	\$ -	LABOR	K. Hebel		3	\$ -	\$ -			
	Clevis		\$ -	\$ -									
	Red Endless Sling		\$ -	\$ -									
	1-1/2" Ton Chain Come-A-long		\$ -	\$ -									
	20' 3/8" chain		\$ -	\$ -									
	Marking Paint		\$ -	\$ -									
	Gallon of Fuel		10	\$ -	\$ -								
	Gallon of Diesel		20	\$ -	\$ -								
	Lazer/Tri-pod/Rod			\$ -	\$ -								
EQUIPMENT SUB-TOTAL \$					-					LABOR SUB-TOTAL \$		-	
MATERIAL AND/OR WORK DONE BY SPECIALISTS										SUBSISTENCE NO. 1		\$ -	
DESCRIPTION					NO. UNIT					TRAVEL/LODGING EXPENSE NO.		ITF	\$ -
UNIT COST					EXT. AMT					OTHER		\$ -	
United - 3" Pump					DAY								
Milpas - 2" Pump													
United - 330 Excavator													
United Site Rentals - Porter Potti													
Trench Shoring - Rumble Plates X2													
GRANITE (ROCK)					4 LOADS								
MATERIAL & SPECIALIST WORK SUB-TOTAL \$					-					TOTAL LABOR COST \$		-	
CONTRACTOR'S REPRESENTATIVE										MARKUP ON LABOR COST		20%	\$ -
OWNER'S REPRESENTATIVE					Joe Scholle					MARKUP ON EQUIPMENT COST		15%	\$ -
										MARKUP ON MATERIAL AND WORK COST		15%	\$ -
										TOTAL THIS REPORT		\$ -	

INVOICE



PLEASE MAIL REMITTANCE TO:

Granite Construction Company
 PO Box 742478
 Los Angeles, CA 90074-2478

INVOICE DATE: 10/7/2024

ORDER NO.	CUSTOMER NO.	PLANT	INVOICE NO.
324540	138894	BEEROCK AG 100230	2818264
ORIGINAL INVOICE #		JOB ADDRESS	DATE OF SALE
		1721 E. VALLEY RD. 1721 E. VALLEY RD. 40Z SANTA BARBARA CA 93108	10/7/2024
			PO #

Bill To:

CUSHMAN CONTRACTING CORP
 P.O. BOX 147
 GOLETA CA 93116-0147

A FINANCE CHARGE OF 1.5% PER MONTH (18% PER ANNUM) WILL BE APPLIED ON PAST DUE BALANCES

A ONE-TIME LATE FEE OF 2.3% WILL BE APPLIED TO ALL CREDIT CARD PAYMENTS MADE MORE THAN 10 BUSINESS DAYS AFTER THE INVOICE DATE ABOVE

TICKET NUMBER	TICKET DATE	MATERIAL DESCRIPTION	QTY	UNIT PRICE	EXTENDED AMOUNT	FOB	TAX RATE AREA
11202930	10/7/2024	1835 - 48"+ROCK	15.430	TN 58.000	\$894.94	P	V050830000
11202960	10/7/2024	1835 - 48"+ROCK	17.170	TN 58.000	\$995.86	P	V050830000
11203002	10/7/2024	1835 - 48"+ROCK	17.120	TN 58.000	\$992.96	P	V050830000
		TOTAL: 1835 - 48"+ROCK	49.720	TN	\$2,883.76		
11203002	10/7/2024	3321 - HOURLY TRUCKING	8.500	EA 130.000	\$1,105.00	P	V050830000
		TOTAL: 3321 - HOURLY TRUCKING	8.500	EA	\$1,105.00		
		3836 - ENVIRONMENTAL FEE C	3.0000	LD	\$45.00		

TERMS: A/R Net 30 Days

The prevailing party shall be entitled to reasonable attorney's fees and costs in any action to collect the amounts due hereunder.

Note: If haul charges are indicated separately above, then the title passage of materials is at the plant, with delivery provided for customers.

The environmental fee is not a tax, surcharge, or fee mandated by or remitted to any governmental or regulatory agency but used to recover direct and indirect costs for Granite and its subsidiaries operations to be conducted in an environmentally sustainable manner.

For any question regarding this billing, please call (831)768-4002.

TOTAL FREIGHT	1,105.00
MATERIAL	2,883.76
FEES	45.00
SALES TAX	226.97

FOB: P=PLANT J=JOB

FOR OFFICIAL USE ONLY

INVOICE TOTAL

Thank You for your business.

WARNING: THIS PRODUCT CONTAINS A CHEMICAL KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM. MSDS SHEETS AVAILABLE AT WWW.GRANITECONSTRUCTION.COM/MSDS OR BY CONTACTING GRANITE'S OFFICE.

\$4,260.73



#239446951

BRANCH 511
3665 MARKET ST
VENTURA CA 93003-5107
805-644-7319

Job Site

PROTECTIVE MEASURES PROJECT 2
196 SANTA ELENA LN
MONTECITO CA 93108-2513

Office: 805-964-8661

Customer # : 32685
Agreement Date : 09/27/24
Rental Out : 09/30/24 09:00 AM
Scheduled In : 10/14/24 09:00 AM
UR Job Loc : 196 SANTA ELENA LN,
UR Job # : 158
Customer Job ID:
P.O. # : TBD
Ordered By : JIM DINNING
Reserved By : JACK OSTRANDER
Salesperson : JACK OSTRANDER

CUSHMAN CONTRACTING CORPORATIO
PO BOX 147
GOLETA CA 93116-1416

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	RR9051150	EXCAVATOR 70000-84999#			1,345.00	3,809.00	7,618.00
		RREquipment#: RR9051150					
1	11334929	PUMP 3" TRASH Make: MULTIQUIP Model: QP3TH Serial: 3TH-43812	118.00	118.00	356.00	835.00	712.00
1	11794961	PUMP 3" TRASH Make: MULTIQUIP Model: QP3TH Serial: 049587	118.00	118.00	356.00	835.00	712.00
4	535/6620	HOSE 3X50 LAYFLAT DISCHARGE - CAMLOCK	19.00	19.00	51.00	110.00	408.00
						Rental Subtotal:	9,450.00
SALES/MISCELLANEOUS ITEMS:							
Qty	Item		Price		Unit of Measure		Extended Amt.
1	CA PERSONAL PROP TAX REIMB CHARGE	[DRSURCA/MCI]	13.740		EACH		13.74
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	99.000		EACH		99.00
1	DELIVERY CHARGE		600.000		EACH		600.00
1	PICKUP CHARGE		600.000		EACH		600.00
						Sales/Misc Subtotal:	1,312.74
						Agreement Subtotal:	10,762.74
						Tax:	889.24
						Estimated Total:	11,651.98

COMMENTS/NOTES:

CONTACT: JIM DINNING
CELL#: 805-746-7947

CONTINUED

OPTIONAL RENTAL PROTECTION PLAN: THE RENTAL PROTECTION PLAN IS NOT INSURANCE. The Rental Protection Plan is only available to direct commercial customers. Upon accepting the optional Rental Protection Plan, Customer agrees to pay a charge equal to 15% of the rental charges on the Equipment Customer wants covered by the Rental Protection Plan. In return, United agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Rental and Service Terms.

NOTICE FOR RENTAL OF A MOTOR VEHICLE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A DAMAGE WAIVER (or "Rental Protection Plan") TO LIMIT CUSTOMER'S FINANCIAL RESPONSIBILITY FOR DAMAGE TO, OR THEFT OF, THE MOTOR VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE DAMAGE WAIVER, CUSTOMER MAY WISH TO DETERMINE WHETHER CUSTOMER'S OWN INSURANCE GIVES CUSTOMER COVERAGE. THE PURCHASE OF THIS DAMAGE WAIVER IS NOT MANDATORY, AND MAY BE WAIVED OR DECLINED BY CUSTOMER.

A CLEANING CHARGE: WILL APPLY TO EQUIPMENT RETURNED WITH EXCESSIVE DIRT, CONCRETE, AND/OR PAINT. CUSTOMER IS RESPONSIBLE FOR ALL DAMAGE. THERE WILL BE AN ADDITIONAL CHARGE FOR MISSING KEYS AND TOLL TRANSPONDERS.

REFUELING SERVICE CHARGE: Customer is required to return the Equipment with a full tank of fuel. If Customer returns the Equipment with less than a full tank of fuel, Customer agrees to pay a Refueling Service Charge at the per gallon rate applicable at the time Customer returns the Equipment. (The current rate is available from the Store Location, but, the final rate may differ based on market conditions at the time of return). For additional information, see the Rental and Service Terms.

ENVIRONMENTAL SERVICE CHARGE: Due to the hazardous nature of some waste and other products, to comply with federal and state environmental regulations, and to promote a clean environment, United charges an Environmental Service Charge for certain rentals. The Environmental Service Charge is not a government-mandated charge, is not designated for any particular use, and is used at United's discretion. The Environmental Service Charge is 2.00% of the rental charge and will not exceed \$99. Customer acknowledges the items indicated above are subject to the Environmental Service Charge and Customer agrees to pay that Charge.

DELIVERY: If Customer chooses to have United deliver and pick up the Equipment, Customer agrees to pay a Delivery and Pickup Service Charge.

READ BEFORE SIGNING: By signing below, Customer: (i) agrees that Customer has received, read and agreed to the Rental and Service Terms and the optional Rental Protection Plan ("RPP") Terms (if the RPP is applicable) in effect as of the latest date below, both of which are amended from time to time and posted online at <https://www.unitedrentals.com/legal/rental-service-terms-us> and <https://www.unitedrentals.com/legal/rpp-us>, respectively, and are incorporated by reference into this Agreement; (ii) authorizes United Rentals to charge the payment method provided per the above-referenced terms; and (iii) acknowledges that the Equipment is in the condition as stated on the condition report(s). It is Customer's responsibility to review these terms and conditions from time to time for updates and changes. By agreeing to the Terms, you agree (1) to indemnify United for losses relating to his transaction; (2) that United's liabilities are limited, and (3) that United makes no warranties as the equipment's merchantability, quality or fitness for a particular purpose; as well as other Terms affecting your rights.

X 09/30/24 Montecito Sanitary District
CUSTOMER SIGNATURE DATE CUSTOMER NAME PRINTED UNITED RENTALS REPRESENTATIVE/DELIVERED BY DATE
Jose Gonzalez Melgoza 09/30/24

NOTICE: By accepting delivery of the Equipment listed above or making payment(s) to United for the Equipment listed above, Customer agrees to be bound by the Rental and Service Terms at the referenced URLs, even if the Rental and Service Agreement has not been received. Some Rental and Service Terms AND, IF APPLICABLE, THE RPP ARE AVAILABLE IN PAPER FORM UPON REQUEST. The Rental and Service Terms are posted online in Spanish at <https://www.unitedrentals.com/legal/rental-service-terms-us-sp> Los términos del alquiler y del servicio están publicadas en línea en español en <https://www.unitedrentals.com/legal/rental-service-terms-us-sp>



#239446951

BRANCH 511
3665 MARKET ST
VENTURA CA 93003-5107
805-644-7319

Job Site

PROTECTIVE MEASURES PROJECT 2
196 SANTA ELENA LN
MONTECITO CA 93108-2513

Office: 805-964-8661

Customer #	: 32685
Agreement Date	: 09/27/24
Rental Out	: 09/30/24 09:00 AM
Scheduled In	: 10/14/24 09:00 AM
UR Job Loc	: 196 SANTA ELENA LN,
UR Job #	: 158
Customer Job ID:	
P.O. #	: TBD
Ordered By	: JIM DINNING
Reserved By	: JACK OSTRANDER
Salesperson	: JACK OSTRANDER

CUSHMAN CONTRACTING CORPORATIO
PO BOX 147
GOLETA CA 93116-1416

COMMENTS/NOTES:

A CLEANING CHARGE WILL APPLY TO EQUIPMENT RETURNED WITH EXCESSIVE
DIRT, CONCRETE, AND/OR PAINT. CUSTOMER IS RESPONSIBLE FOR ALL
DAMAGE INCLUDING TIRES. THERE WILL BE AN ADDITIONAL CHARGE FOR
MISSING KEYS. A REFUELING SERVICE CHARGE WILL BE APPLIED TO

ALL UNITS NOT RETURNED FULL OF FUEL
SEE BELOW FOR EXPLANATION OF REFUELING SERVICE CHARGE

* * * * *

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY
844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #
IN ORDER TO CLOSE THIS CONTRACT

**CUSHMAN CONTRACTING CORPORATION
DAILY EXTRA WORK REPORT**

JOB NAME: (MSD) Protective Measures of District Facilities DATE PERFORMED: 10/11/24
Scour Site Remediation

WORK PERFORMED BY: CUSHMAN CONTRACTING CORPORATION PCO NO. 05 REPORT NO. 03
DESCRIPTION OF WORK: _____ CONTRACTOR JOB NO. 2407

Begin work at 8am to establishcreek. Bypass, reroute hoses. Pick up and unload a pallet of sandbags for
containment at toe. Remove remainder of grouted rip rap from bank. Remove grout and separate plus dispose
move pump to pool. Set sand bags at bank. Begin removing natve rock at toe and displace in creek. Load out
spoils into super 10 haul and dispose offsite excavate along toe for embedment.
Use dirt for top of ramp. Begin lay out of toe and slope for excavation and placement of rip rap.

EQUIP. NO.	EQUIPMENT	HOURS	HOURLY RATE	EXTENDED AMOUNTS	CRAFT	LABOR	HOURS		HRLY. RATE INCL CONTRIBUTIONS	EXTENDED AMOUNTS
							ST	OT		
T-63	Ford F-250	4	\$ 24.00	\$ 96.00	SUPER	J. Dinning	4		\$ 150.00	\$ 600.00
T-40	Ford F-250	0	\$ 21.00	\$ -	PE	F.Ortiz	0		\$ 90.00	\$ -
E-65	950 Loader	8	\$ 143.00	\$ 1,144.00	OPER	J. Mata	8		\$ 135.00	\$ 1,080.00
	Shovels	8	NC	\$ -			0		\$ 179.00	\$ -
	Pick Axe	8	NC	\$ -	LABOR	C. Andrade	8		\$ 101.00	\$ 808.00
	Clevis	8	NC	\$ -			0		\$ 131.00	\$ -
	Red Endless Sling	8	NC	\$ -	LABOR	K. Hebel	8		\$ 101.00	\$ 808.00
	1-1/2" Ton Chain Come-A-long	8	NC	\$ -			0		\$ 131.00	\$ -
	20' 3/8" chain	8	NC	\$ -						
	Gallon of Fuel (x10)	LS	\$ 50.00	\$ 50.00						
	Gallon of Diesel (x20)	LS	\$ 83.80	\$ 83.80						
EQUIPMENT SUB-TOTAL						\$ 1,373.80	LABOR SUB-TOTAL			\$ 3,296.00
MATERIAL AND/OR WORK DONE BY SPECIALISTS						SUBSISTENCE		NO. 1	\$ 90.00	\$ 90.00
DESCRIPTION						TRAVEL/LODGING EXPENSE		NO. 0	\$ -	\$ -
	United - 3" Pump	2	\$ 118.00	\$ 236.00						
	Milpas - 2" Pump		\$ -	\$ -						
	United - 330 Excavator		\$ 1,345.00	\$ 1,345.00						
	United Site Rentals - Porter Potti		\$ -	\$ -						
	Trench Shoring - Rumble Plates X2		\$ -	\$ -						
	Trucking and disposal (spoils)		\$ 1,009.80	\$ 1,009.80						
	BedRock - Pallet of Sandbags		\$ 413.25	\$ 413.25						
	805 Trucking		\$ 260.00	\$ 260.00						
MATERIAL AND SPECIALIST SUB-TOTAL						\$ 3,264.05	TOTAL LABOR COST			\$ 3,386.00
CONTRACTOR'S REPRESENTATIVE						MARKUP ON LABOR COST		20%	\$ 677.20	
OWNER'S REPRESENTATIVE						MARKUP ON EQUIPMENT COST		15%	\$ 206.07	
						MARKUP ON MATERIAL & SPECIALIST WORK COST		15%	\$ 489.61	
						MARKUP ON SUBCONTRACTOR COST		10%		
						TOTAL THIS REPORT			\$ 9,396.73	

CUSHMAN CONTRACTING CORPORATION
DAILY EXTRA WORK REPORT

JOB NAME: (MSD) Protective Measures of District Facilities

DATE PERFORMED: 10/11/2024

SCOUR REMEDIATION

WORK PERFORMED BY: CUSHMAN CONTRACTING CORPORATION

PCO NO. 05 REPORT NO. 03

DESCRIPTION OF WORK:

BEGIN 8 AM ESTABLISH CREEK

CONTRACTOR JOB NO. 2407

BYPASS, RE ROUTE HOSE. PICK UP AND
UNLOAD A PALLET OF SANDBAGS FOR
CONTAINMENT AT TOE. REMOVE REMAINDER
OF GRouted RIP RAP FROM BANK. REMOVE
GRout AND SEPARATE + DISPOSE. MAKE
RAMP TO POOL, SET SAND BAG AT BASE, BEGIN
REMOVING NATIVE ROCKS AT TOE AND DISPLACE
IN CREEK. LOAD OUT SPILLS INTO
SUPER 10. HAUL AND DISPOSE OFF SITE
EXCAVATE ALONG TOE FOR EMBEDMENT
USE DIRT FOR TOP OF RAMP. BEGIN
LAYOUT OF TOE AND SLOPE FOR EXCAVATION
AND PLACEMENT OF RIP RAP

EQUIP. NO.	EQUIPMENT	HOURS	HOURLY RATE	EXTENDED AMOUNTS	CRAFT	LABOR	HOURS	HRLY. RATE INCL CONTRIBUTIONS	EXTENDED AMOUNTS			
T-63	Ford F-250	4	\$ -	\$ -	SUPER	J. Dinning		\$ -	\$ -			
T-40	Ford F-250	-	\$ -	\$ -	PE	F. Ortiz	7	\$ -	\$ -			
E-65	950 Loader	DAY	\$ -	\$ -	OPER	J. Mata	1	\$ -	\$ -			
	Shovels		\$ -	\$ -	LABOR	C. Andrade		\$ -	\$ -			
	Pick Axe		\$ -	\$ -	LABOR	K. Hebel		\$ -	\$ -			
	Clevis		\$ -	\$ -								
	Red Endless Sling		\$ -	\$ -								
	1-1/2" Ton Chain Come-A-long		\$ -	\$ -								
	20' 3/8" chain		\$ -	\$ -								
	Marking Paint	1	\$ -	\$ -								
	Gallon of Fuel	10	\$ -	\$ -								
	Gallon of Diesel	20	\$ -	\$ -								
	Lazer/Tri-pod/Rod	1	\$ -	\$ -								
			\$ -	\$ -								
			\$ -	\$ -								
			\$ -	\$ -								
			\$ -	\$ -								
EQUIPMENT SUB-TOTAL					\$	-	LABOR SUB-TOTAL			\$	-	
MATERIAL AND/OR WORK DONE BY SPECIALISTS					SUBSISTENCE NO. 1					\$	-	
DESCRIPTION					TRAVEL/LODGING EXPENSE NO.					ITF	\$	-
NO. UNIT					OTHER						\$	-
UNIT COST												
EXT. AMT												
	United - 3" Pump	DAY										
	Milpas - 2" Pump											
	United - 330 Excavator											
	United Site Rentals - Porter Potti											
	Trench Shoring - Rumble Plates X2											
	Pallet of Sand Bags, Bedrock Trucking + disposal (spoils)											
MATERIAL & SPECIALIST WORK SUB-TOTAL					\$	-	TOTAL LABOR COST			\$	-	
CONTRACTOR'S REPRESENTATIVE					MARKUP ON LABOR COST					20%	\$	-
OWNER'S REPRESENTATIVE					MARKUP ON EQUIPMENT COST					15%	\$	-
					MARKUP ON MATERIAL AND WORK COST					15%	\$	-
					TOTAL THIS REPORT					\$	-	

805 Trucking, Inc.
1484 E. Harvard Blvd.
Santa Paula, CA 93060

INVOICE

BILL TO

Cushman Contracting
Corporation
P O Box 147
Goleta, CA 93116

INVOICE # 6586
DATE 10/24/2024
DUE DATE 11/08/2024
TERMS Net 15

ACTIVITY	QTY	RATE	AMOUNT
Transportation 10/11/2024 Job #2407 Project #2 Phase #0206 Cushman, 204 Olive Mill, Montecito to Marborg, Santa Barbara 2024003, 1 load 16.83 tons 2.0 hrs.	2	130.00	260.00

Thank you for your business! If you have any questions regarding this invoice, please call our office at: 805-525-5000.
805truckinginc@gmail.com

BALANCE DUE

\$260.00

NON-NEGOTIABLE BILL-OF-LADING AND TRANSPORTATION AGREEMENT

BILL NO.

PRINCIPAL CARRIER CUSHMAN

DATE 10.11.24

B- 2024003

ADDRESS _____

JOB # _____

CITY/STATE/ZIP _____

PH. _____

BROKER # _____

TRUCK # B60

UNDERLYING CARRIER (IF ANY) 805 TRUCKING INC.

TRAILER # _____

ADDRESS _____

PH. _____

CA # _____

SHIPPER CUSHMAN

RECEIVER MARBOBG

ADDRESS 204 Olive Mill

ADDRESS 728 E YANANOL

CITY/STATE/ZIP Montecito, CA

CITY/STATE/ZIP SANTA BARBARA

POINT OF ORIGIN _____

POINT OF DESTINATION _____

EQUIPMENT TYPE

- 10-WHEELER
- SUPER-10
- STRONG ARM
- SUPER TAG
- TRANSFER
- DBL BOTTOMS
- SEMI-BOTTOM
- END DUMP
- SIDE DUMP
- TRUCK & PUP
- WATER TRUCK
- FLAT BED
- MIXER
- SWEEPER
- OTHER _____

HOURLY TONNAGE PER LOAD

RATE @ \$ _____

	TAG NO.	WEIGHT	COMMODITY	LOADING		UNLOADING		STANDBY TIME	BREAKDOWN OR REASON FOR DELAY
				ARRIVE	DEPART	ARRIVE	DEPART		
1	1558809	16.83	RUBBLE	8 20	8 48	9 04	9 12	Olive Mill/MARBOBG	
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									

MUST BE TURNED IN WITHIN 3 DAYS TO ENSURE PAYMENT

THANK YOU

REPORTING TIME <u>8.15</u>	ENDING TIME <u>10:15</u>	TOTAL TIME <u>2.0</u>	DEDUCTIBLE TIME	NET TIME	TOTAL TONS	ACCESSORIAL OTHER
-------------------------------	-----------------------------	--------------------------	-----------------	----------	------------	-------------------

START DRIVING TIME LAST TRIP	ARRIVAL TIME AT DUMP LAST TRIP	END LOADING LAST TRIP	RUNNING TIME LAST TRIP	SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE	TOTAL CHARGES

Tim
DRIVER SIGNATURE

ORIGINAL
SHIPPER/RECEIVER (AGENT OR DEBITOR) SIGNATURE

TO REORDER THIS FORM
westrk.org/store

PRESS HARD - YOU ARE MAKING 5 COPIES

WSTA © 2022
REV 06/22



728 E Yanonali St.
 Santa Barbara, CA 93103
 (805) 963-1852

WEIGHED FOR:

CUSHMAN CONTRACTING
 SANTA BARBARA - CITY

6063603
 (11-0050923)

[Handwritten Signature]
 MATA
 805

SIGNATURE:

29.48 TN
 12.65 TN
 16.83 TN

MIXED RUBBLE TONS
 60,000 per Tons

WEIGHED AT: MarBorg Industries
 DELIVERED TO: MarBorg Industries

204 Olive Mill Rd.
 (Handwritten address)

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

No. 1558809

CARRIER MarBorg Industries		WEIGHED AT - 119 N. Quarantina St. SANTA BARBARA, CA 93103	MONTH	DAY	YEAR
WEIGHMASTER - MARBORG INDUSTRIES		DEPUTY-DATE TIME	MONTH	DAY	YEAR
BY 11/24 9:12 AM	DEPUTY-DATE TIME		MONTH	DAY	YEAR
UNITS	COMMODITY	VEHICLE LICENSE NO.			

CUSTOMER COPY

BEDROCK BUILDING SUPPLIES
dba: Santa Barbara Stone
208 N. CALLE CESAR CHAVEZ
SANTA BARBARA, CA 93103
PHONE: (805) 899-3524

CUST NO: 1039 JOB NO: 000 PURCHASE ORDER: JIM REFERENCE: TERMS: 2.00%/10TH N/EOM CLERK: RA DATE / TIME: 10/11/24 9:18

SOLD TO:
 Cushman Contracting Corp.
 P.O. Box 147

SHIP TO:
 2407

DEL. DATE: 10/11/24

TERMINAL: 554

Goleta CA 93116-0147
 805-964-8661

TAX: 001 CALIF SALES TAX-CITY

ORDER: 678017/1

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE/ PER	EXTENSION
1		100	EA	SBF	FILLED SANDBAG (100/PAL)		100	3.80 /EA	380.00
2					NO RETURNS ON FILLED SANDBAGS				

TAXABLE 380.00
 NON-TAXABLE 0.00
 SUBTOTAL 380.00

DEPOSIT AMT 0.00
 BALANCE DUE 413.25

TAX AMOUNT 33.25

TOTAL	413.25
--------------	---------------

TOT WT: 0.00

X _____
 Received By



#239446951

BRANCH 511
3665 MARKET ST
VENTURA CA 93003-5107
805-644-7319

Job Site

PROTECTIVE MEASURES PROJECT 2
196 SANTA ELENA LN
MONTECITO CA 93108-2513

Office: 805-964-8661

Customer # : 32685
Agreement Date : 09/27/24
Rental Out : 09/30/24 09:00 AM
Scheduled In : 10/14/24 09:00 AM
UR Job Loc : 196 SANTA ELENA LN,
UR Job # : 158
Customer Job ID:
P.O. # : TBD
Ordered By : JIM DINNING
Reserved By : JACK OSTRANDER
Salesperson : JACK OSTRANDER

CUSHMAN CONTRACTING CORPORATIO
PO BOX 147
GOLETA CA 93116-1416

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	RR9051150	EXCAVATOR 70000-84999#			1,345.00	3,809.00	7,618.00
		RREquipment#: RR9051150					
1	11334929	PUMP 3" TRASH Make: MULTIQUIP Model: QP3TH Serial: 3TH-43812	118.00	118.00	356.00	835.00	712.00
1	11794961	PUMP 3" TRASH Make: MULTIQUIP Model: QP3TH Serial: 049587	118.00	118.00	356.00	835.00	712.00
4	535/6620	HOSE 3X50 LAYFLAT DISCHARGE - CAMLOCK	19.00	19.00	51.00	110.00	408.00
						Rental Subtotal:	9,450.00
SALES/MISCELLANEOUS ITEMS:							
Qty	Item		Price		Unit of Measure		Extended Amt.
1	CA PERSONAL PROP TAX REIMB CHARGE	[DRSURCA/MCI]	13.740		EACH		13.74
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	99.000		EACH		99.00
1	DELIVERY CHARGE		600.000		EACH		600.00
1	PICKUP CHARGE		600.000		EACH		600.00
						Sales/Misc Subtotal:	1,312.74
						Agreement Subtotal:	10,762.74
						Tax:	889.24
						Estimated Total:	11,651.98

COMMENTS/NOTES:

CONTACT: JIM DINNING
CELL#: 805-746-7947

CONTINUED

OPTIONAL RENTAL PROTECTION PLAN: THE RENTAL PROTECTION PLAN IS NOT INSURANCE. The Rental Protection Plan is only available to direct commercial customers. Upon accepting the optional Rental Protection Plan, Customer agrees to pay a charge equal to 15% of the rental charges on the Equipment Customer wants covered by the Rental Protection Plan. In return, United agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Rental and Service Terms.

NOTICE FOR RENTAL OF A MOTOR VEHICLE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A DAMAGE WAIVER (or "Rental Protection Plan") TO LIMIT CUSTOMER'S FINANCIAL RESPONSIBILITY FOR DAMAGE TO, OR THEFT OF, THE MOTOR VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE DAMAGE WAIVER, CUSTOMER MAY WISH TO DETERMINE WHETHER CUSTOMER'S OWN INSURANCE GIVES CUSTOMER COVERAGE. THE PURCHASE OF THIS DAMAGE WAIVER IS NOT MANDATORY, AND MAY BE WAIVED OR DECLINED BY CUSTOMER.

A CLEANING CHARGE: WILL APPLY TO EQUIPMENT RETURNED WITH EXCESSIVE DIRT, CONCRETE, AND/OR PAINT. CUSTOMER IS RESPONSIBLE FOR ALL DAMAGE. THERE WILL BE AN ADDITIONAL CHARGE FOR MISSING KEYS AND TOLL TRANSPONDERS.

REFUELING SERVICE CHARGE: Customer is required to return the Equipment with a full tank of fuel. If Customer returns the Equipment with less than a full tank of fuel, Customer agrees to pay a Refueling Service Charge at the per gallon rate applicable at the time Customer returns the Equipment. (The current rate is available from the Store Location, but, the final rate may differ based on market conditions at the time of return). For additional information, see the Rental and Service Terms.

ENVIRONMENTAL SERVICE CHARGE: Due to the hazardous nature of some waste and other products, to comply with federal and state environmental regulations, and to promote a clean environment, United charges an Environmental Service Charge for certain rentals. The Environmental Service Charge is not a government-mandated charge, is not designated for any particular use, and is used at United's discretion. The Environmental Service Charge is 2.00% of the rental charge and will not exceed \$99. Customer acknowledges the items indicated above are subject to the Environmental Service Charge and Customer agrees to pay that Charge.

DELIVERY: If Customer chooses to have United deliver and pick up the Equipment, Customer agrees to pay a Delivery and Pickup Service Charge.

READ BEFORE SIGNING: By signing below, Customer: (i) agrees that Customer has received, read and agreed to the Rental and Service Terms and the optional Rental Protection Plan ("RPP") Terms (if the RPP is applicable) in effect as of the latest date below, both of which are amended from time to time and posted online at <https://www.unitedrentals.com/legal/rental-service-terms-us> and <https://www.unitedrentals.com/legal/rpp-us>, respectively, and are incorporated by reference into this Agreement; (ii) authorizes United Rentals to charge the payment method provided per the above-referenced terms; and (iii) acknowledges that the Equipment is in the condition as stated on the condition report(s). It is Customer's responsibility to review these terms and conditions from time to time for updates and changes. By agreeing to the Terms, you agree (1) to indemnify United for losses relating to his transaction; (2) that United's liabilities are limited, and (3) that United makes no warranties as the equipment's merchantability, quality or fitness for a particular purpose; as well as other Terms affecting your rights.

X 09/30/24
CUSTOMER SIGNATURE DATE
Montecito Sanitary District

JOSE GONZALEZ MELGOZA 09/30/24
CUSTOMER NAME PRINTED UNITED RENTALS REPRESENTATIVE/DELIVERED BY DATE

NOTICE: By accepting delivery of the Equipment listed above or making payment(s) to United for the Equipment listed above, Customer agrees to be bound by the Rental and Service Terms at the referenced URLs, even if the Rental and Service Agreement has not been received. SOME RENTALS AND SERVICE TERMS AND, IF APPLICABLE, THE RPP ARE AVAILABLE IN PAPER FORM UPON REQUEST. The Rental and Service Terms are posted online in Spanish at <https://www.unitedrentals.com/legal/rental-service-terms-us-sp> Los términos del alquiler y del servicio están publicadas en línea en español en <https://www.unitedrentals.com/legal/rental-service-terms-us-sp>



#239446951

BRANCH 511
3665 MARKET ST
VENTURA CA 93003-5107
805-644-7319

Job Site

PROTECTIVE MEASURES PROJECT 2
196 SANTA ELENA LN
MONTECITO CA 93108-2513

Office: 805-964-8661

Customer #	: 32685
Agreement Date	: 09/27/24
Rental Out	: 09/30/24 09:00 AM
Scheduled In	: 10/14/24 09:00 AM
UR Job Loc	: 196 SANTA ELENA LN,
UR Job #	: 158
Customer Job ID:	
P.O. #	: TBD
Ordered By	: JIM DINNING
Reserved By	: JACK OSTRANDER
Salesperson	: JACK OSTRANDER

CUSHMAN CONTRACTING CORPORATIO
PO BOX 147
GOLETA CA 93116-1416

COMMENTS/NOTES:

A CLEANING CHARGE WILL APPLY TO EQUIPMENT RETURNED WITH EXCESSIVE
DIRT, CONCRETE, AND/OR PAINT. CUSTOMER IS RESPONSIBLE FOR ALL
DAMAGE INCLUDING TIRES. THERE WILL BE AN ADDITIONAL CHARGE FOR
MISSING KEYS. A REFUELING SERVICE CHARGE WILL BE APPLIED TO

ALL UNITS NOT RETURNED FULL OF FUEL

SEE BELOW FOR EXPLANATION OF REFUELING SERVICE CHARGE

* * * * *

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?

CONTACT UNITED ACADEMY TODAY

844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)

WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #

IN ORDER TO CLOSE THIS CONTRACT

**CUSHMAN CONTRACTING CORPORATION
DAILY EXTRA WORK REPORT**

JOB NAME: (MSD) Protective Measures of District Facilities DATE PERFORMED: 10/14/24
Scour Site Remediation
WORK PERFORMED BY: CUSHMAN CONTRACTING CORPORATION PCO NO. 05 REPORT NO. 04
DESCRIPTION OF WORK: _____ CONTRACTOR JOB NO. 2407

Completed excavation with 330 Excavator. Remove spoils. CCC started to place rip rap at scour area
Installed 3" lines from upstream and bypass work area to downstream. Crew continued work at scour area.
Completed excavation with 330 Excavator. Remove spoils. CCC started to place rip rap at scour area
per MSD direction.

EQUIP. NO.	EQUIPMENT	HOURS	HOURLY RATE	EXTENDED AMOUNTS	CRAFT	LABOR	HOURS		HRLY. RATE INCL CONTRIBUTIONS	EXTENDED AMOUNTS
							ST	OT		
T-63	Ford F-250	5	\$ 24.00	\$ 120.00	SUPER	J. Dinning	5		\$ 150.00	\$ 750.00
T-40	Ford F-250	4	\$ 21.00	\$ 84.00	PE	F.Ortiz	4		\$ 90.00	\$ 360.00
E-65	950 Loader	8	\$ 143.00	\$ 1,144.00	OPER	J. Mata	8		\$ 135.00	\$ 1,080.00
	Shovels	8	NC	\$ -				0	\$ 179.00	\$ -
	Pick Axe	8	NC	\$ -	LABOR	C. Andrade	8		\$ 101.00	\$ 808.00
	Clevis	8	NC	\$ -				0	\$ 131.00	\$ -
	Red Endless Sling	8	NC	\$ -	LABOR	K. Hebel	8		\$ 101.00	\$ 808.00
	1-1/2" Ton Chain Come-A-long	8	NC	\$ -				0	\$ 131.00	\$ -
	20' 3/8" chain	8	NC	\$ -						
	Gallon of Fuel (x10)	LS	\$ 50.00	\$ 50.00						
	Gallon of Diesel (x20)	LS	\$ 83.80	\$ 83.80						
EQUIPMENT SUB-TOTAL \$ 1,481.80							LABOR SUB-TOTAL			\$ 3,806.00
MATERIAL AND/OR WORK DONE BY SPECIALISTS					SUBSISTENCE		NO.	1	\$ 90.00	\$ 90.00
DESCRIPTION					TRAVEL/LODGING EXPENSE		NO.	0	\$ -	\$ -
	United - 3" Pump	2	\$ 118.00	\$ 236.00						
	Milpas - 2" Pump		\$ -	\$ -						
	United - 330 Excavator		\$ 1,345.00	\$ 1,345.00						
	United Site Rentals - Porter Potti		\$ -	\$ -						
	Trench Shoring - Rumble Plates X2		\$ -	\$ -						
MATERIAL AND SPECIALIST SUB-TOTAL \$ 1,581.00							TOTAL LABOR COST			\$ 3,896.00

CONTRACTOR'S REPRESENTATIVE

OWNER'S REPRESENTATIVE

MARKUP ON LABOR COST	20%	\$ 779.20
MARKUP ON EQUIPMENT COST	15%	\$ 222.27
MARKUP ON MATERIAL & SPECIALIST WORK COST	15%	\$ 237.15
MARKUP ON SUBCONTRACTOR COST	10%	
TOTAL THIS REPORT		\$ 8,197.42

**CUSHMAN CONTRACTING CORPORATION
DAILY EXTRA WORK REPORT**

JOB NAME: (MSD) Protective Measures of District Facilities
Scour Site Remediation

DATE PERFORMED: 10/14/24

WORK PERFORMED BY: CUSHMAN CONTRACTING CORPORATION

PCO NO. 05 REPORT NO. 04

DESCRIPTION OF WORK: _____
T&M work per Montecito Sanitary District direction. Crew set up Dewatering pumps for creek bypass.
Installed 3" lines from upstream and bypass work area to downstream. Crew continued work at scour area.
Completed excavation with 330 Excavator. Remove spoils. CCC started to place rip rap at scour area
per MSD direction.

CONTRACTOR JOB NO. 2407

EQUIPMENT		HOURS	HOURLY RATE	EXTENDED AMOUNTS	CRAFT	LABOR		HOURS	HRLY. RATE INCL CONTRIBUTIONS	EXTENDED AMOUNTS
Ford F-250	DAY	\$ -	\$ -	SUPER	J. Dinning	5		\$ -	\$ -	
Ford F-250	DAY	\$ -	\$ -	PE	F.Ortiz	4		\$ -	\$ -	
950 Loader	DAY	\$ -	\$ -	OPER	J. Mata	8		\$ -	\$ -	
Shovels	DAY	\$ -	\$ -	LABOR	C. Andrade	8		\$ -	\$ -	
Pick Axe	DAY	\$ -	\$ -	LABOR	K. Hebel	8		\$ -	\$ -	
Clevis	DAY	\$ -	\$ -							
Red Endless Sling	DAY	\$ -	\$ -							
1-1/2" Ton Chain Come-A-long	DAY	\$ -	\$ -							
20' 3/8" chain	DAY	\$ -	\$ -							
Marking Paint	DAY	\$ -	\$ -							
Gallon of Fuel (x10)	LS	\$ -	\$ -							
Gallon of Diesel (x10)	LS	\$ -	\$ -							
Lazer/Tri-pod/Rod	DAY	\$ -	\$ -							
8" plug	DAY	\$ -	\$ -							
Compressor	DAY	\$ -	\$ -							
Hose	DAY	\$ -	\$ -							
Concrete chipping/Dispose	LS	\$ -	\$ -							
EQUIPMENT SUB-TOTAL \$							LABOR SUB-TOTAL		\$ -	
MATERIAL AND/OR WORK DONE BY SPECIALISTS							SUBSISTENCE NO. 1		\$ -	
DESCRIPTION							TRAVEL/LODGING EXPENSE NO.		ITF	\$ -
NO.UNIT							OTHER			\$ -
UNIT COST										
EXT. AMT										
United - 3" Pump										
Milpas - 2" Pump										
United - 330 Excavator										
United Site Rentals - Porter Potti										
Trench Shoring - Rumble Plates X2										
MATERIAL & SPECIALIST WORK SUB-TOTAL \$							TOTAL LABOR COST		\$ -	
							MARKUP ON LABOR COST		20%	\$ -
							MARKUP ON EQUIPMENT COST		15%	\$ -
							MARKUP ON MATERIAL AND WORK COST		15%	\$ -
							TOTAL THIS REPORT		\$ -	



 CONTRACTOR'S REPRESENTATIVE



 OWNER'S REPRESENTATIVE

10-14-24



#239446951

BRANCH 511
3665 MARKET ST
VENTURA CA 93003-5107
805-644-7319

Job Site

PROTECTIVE MEASURES PROJECT 2
196 SANTA ELENA LN
MONTECITO CA 93108-2513

Office: 805-964-8661

Customer # : 32685
Agreement Date : 09/27/24
Rental Out : 09/30/24 09:00 AM
Scheduled In : 10/14/24 09:00 AM
UR Job Loc : 196 SANTA ELENA LN,
UR Job # : 158
Customer Job ID:
P.O. # : TBD
Ordered By : JIM DINNING
Reserved By : JACK OSTRANDER
Salesperson : JACK OSTRANDER

CUSHMAN CONTRACTING CORPORATIO
PO BOX 147
GOLETA CA 93116-1416

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	RR9051150	EXCAVATOR 70000-84999#			1,345.00	3,809.00	7,618.00
	RREquipment#: RR9051150						
1	11334929	PUMP 3" TRASH Make: MULTIQUIP Model: QP3TH Serial: 3TH-43812	118.00	118.00	356.00	835.00	712.00
1	11794961	PUMP 3" TRASH Make: MULTIQUIP Model: QP3TH Serial: 049587	118.00	118.00	356.00	835.00	712.00
4	535/6620	HOSE 3X50 LAYFLAT DISCHARGE - CAMLOCK	19.00	19.00	51.00	110.00	408.00
						Rental Subtotal:	9,450.00
SALES/MISCELLANEOUS ITEMS:							
Qty	Item		Price		Unit of Measure		Extended Amt.
1	CA PERSONAL PROP TAX REIMB CHARGE	[DRSURCA/MCI]	13.740		EACH		13.74
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	99.000		EACH		99.00
1	DELIVERY CHARGE		600.000		EACH		600.00
1	PICKUP CHARGE		600.000		EACH		600.00
						Sales/Misc Subtotal:	1,312.74
						Agreement Subtotal:	10,762.74
						Tax:	889.24
						Estimated Total:	11,651.98

COMMENTS/NOTES:

CONTACT: JIM DINNING
CELL#: 805-746-7947

CONTINUED

OPTIONAL RENTAL PROTECTION PLAN: THE RENTAL PROTECTION PLAN IS NOT INSURANCE. The Rental Protection Plan is only available to direct commercial customers. Upon accepting the optional Rental Protection Plan, Customer agrees to pay a charge equal to 15% of the rental charges on the Equipment Customer wants covered by the Rental Protection Plan. In return, United agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Rental and Service Terms.

NOTICE FOR RENTAL OF A MOTOR VEHICLE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A DAMAGE WAIVER (or "Rental Protection Plan") TO LIMIT CUSTOMER'S FINANCIAL RESPONSIBILITY FOR DAMAGE TO, OR THEFT OF, THE MOTOR VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE DAMAGE WAIVER, CUSTOMER MAY WISH TO DETERMINE WHETHER CUSTOMER'S OWN INSURANCE GIVES CUSTOMER COVERAGE. THE PURCHASE OF THIS DAMAGE WAIVER IS NOT MANDATORY, AND MAY BE WAIVED OR DECLINED BY CUSTOMER.

A CLEANING CHARGE: WILL APPLY TO EQUIPMENT RETURNED WITH EXCESSIVE DIRT, CONCRETE, AND/OR PAINT. CUSTOMER IS RESPONSIBLE FOR ALL DAMAGE. THERE WILL BE AN ADDITIONAL CHARGE FOR MISSING KEYS AND TOLL TRANSPONDERS.

REFUELING SERVICE CHARGE: Customer is required to return the Equipment with a full tank of fuel. If Customer returns the Equipment with less than a full tank of fuel, Customer agrees to pay a Refueling Service Charge at the per gallon rate applicable at the time Customer returns the Equipment. (The current rate is available from the Store Location, but, the final rate may differ based on market conditions at the time of return). For additional information, see the Rental and Service Terms.

ENVIRONMENTAL SERVICE CHARGE: Due to the hazardous nature of some waste and other products, to comply with federal and state environmental regulations, and to promote a clean environment, United charges an Environmental Service Charge for certain rentals. The Environmental Service Charge is not a government-mandated charge, is not designated for any particular use, and is used at United's discretion. The Environmental Service Charge is 2.00% of the rental charge and will not exceed \$99. Customer acknowledges the items indicated above are subject to the Environmental Service Charge and Customer agrees to pay that Charge.

DELIVERY: If Customer chooses to have United deliver and pick up the Equipment, Customer agrees to pay a Delivery and Pickup Service Charge.

READ BEFORE SIGNING: By signing below, Customer: (i) agrees that Customer has received, read and agreed to the Rental and Service Terms and the optional Rental Protection Plan ("RPP") Terms (if the RPP is applicable) in effect as of the latest date below, both of which are amended from time to time and posted online at <https://www.unitedrentals.com/legal/rental-service-terms-us> and <https://www.unitedrentals.com/legal/rpp-us>, respectively, and are incorporated by reference into this Agreement; (ii) authorizes United Rentals to charge the payment method provided per the above-referenced terms; and (iii) acknowledges that the Equipment is in the condition as stated on the condition report(s). It is Customer's responsibility to review these terms and conditions from time to time for updates and changes. By agreeing to the Terms, you agree (1) to indemnify United for losses relating to his transaction; (2) that United's liabilities are limited, and (3) that United makes no warranties as the equipment's merchantability, quality or fitness for a particular purpose; as well as other Terms affecting your rights.

X 09/30/24 Montecito Sanitary District JOSE GONZALEZ MELGOZA 09/30/24
CUSTOMER SIGNATURE DATE CUSTOMER NAME PRINTED UNITED RENTALS REPRESENTATIVE/DELIVERED BY DATE

NOTICE: By accepting delivery of the Equipment listed above or making payment(s) to United for the Equipment listed above, Customer agrees to be bound by the Rental and Service Terms at the referenced URLs, even if the Rental and Service Agreement has not been received. Some Rental and Service Terms AND, IF APPLICABLE, THE RPP ARE AVAILABLE IN PAPER FORM UPON REQUEST. The Rental and Service Terms are posted online in Spanish at <https://www.unitedrentals.com/legal/rental-service-terms-us-sp> Los términos del alquiler y del servicio están publicadas en línea en español en <https://www.unitedrentals.com/legal/rental-service-terms-us-sp>



#239446951

BRANCH 511
3665 MARKET ST
VENTURA CA 93003-5107
805-644-7319

Job Site

PROTECTIVE MEASURES PROJECT 2
196 SANTA ELENA LN
MONTECITO CA 93108-2513

Office: 805-964-8661

Customer #	: 32685
Agreement Date	: 09/27/24
Rental Out	: 09/30/24 09:00 AM
Scheduled In	: 10/14/24 09:00 AM
UR Job Loc	: 196 SANTA ELENA LN,
UR Job #	: 158
Customer Job ID:	
P.O. #	: TBD
Ordered By	: JIM DINNING
Reserved By	: JACK OSTRANDER
Salesperson	: JACK OSTRANDER

CUSHMAN CONTRACTING CORPORATIO
PO BOX 147
GOLETA CA 93116-1416

COMMENTS/NOTES:

A CLEANING CHARGE WILL APPLY TO EQUIPMENT RETURNED WITH EXCESSIVE
DIRT, CONCRETE, AND/OR PAINT. CUSTOMER IS RESPONSIBLE FOR ALL
DAMAGE INCLUDING TIRES. THERE WILL BE AN ADDITIONAL CHARGE FOR
MISSING KEYS. A REFUELING SERVICE CHARGE WILL BE APPLIED TO

ALL UNITS NOT RETURNED FULL OF FUEL

SEE BELOW FOR EXPLANATION OF REFUELING SERVICE CHARGE

* * * * *

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY

844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)

WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #

IN ORDER TO CLOSE THIS CONTRACT

**CUSHMAN CONTRACTING CORPORATION
DAILY EXTRA WORK REPORT**

JOB NAME: (MSD) Protective Measures of District Facilities DATE PERFORMED: 10/15/24

Scour Site Remediation

WORK PERFORMED BY: CUSHMAN CONTRACTING CORPORATION PCO NO. 05 REPORT NO. 05

DESCRIPTION OF WORK: _____ CONTRACTOR JOB NO. 2407

T&M work per Montecito Sanitary District direction. Crew set up Dewatering pumps for creek bypass.

Installed 3" lines from upstream and bypass work area to downstream. Maintain creek bypass. Fuel pump.

BeeRock Quarry delivered (x2) loads of limestone. Crew continued work at scour area. CCC continued to place rip rap at scour area per MSD direction. Jobsite pick up.

EQUIP. NO.	EQUIPMENT	HOURS	HOURLY RATE	EXTENDED AMOUNTS	CRAFT	LABOR	HOURS		HRLY. RATE INCL CONTRIBUTIONS	EXTENDED AMOUNTS
							ST	OT		
T-63	Ford F-250	5	\$ 24.00	\$ 120.00	SUPER	J. Dinning	5		\$ 150.00	\$ 750.00
T-40	Ford F-250	2	\$ 21.00	\$ 42.00	PE	F.Ortiz	2		\$ 90.00	\$ 180.00
E-65	950 Loader	8	\$ 143.00	\$ 1,144.00	OPER	J. Mata	8		\$ 135.00	\$ 1,080.00
	Shovels	8	NC	\$ -				0	\$ 179.00	\$ -
	Pick Axe	8	NC	\$ -	LABOR	C. Andrade	8		\$ 101.00	\$ 808.00
	Clevis	8	NC	\$ -				0	\$ 131.00	\$ -
	Red Endless Sling	8	NC	\$ -	LABOR	K. Hebel	8		\$ 101.00	\$ 808.00
	1-1/2" Ton Chain Come-A-long	8	NC	\$ -				0	\$ 131.00	\$ -
	20' 3/8" chain	8	NC	\$ -						
	Gallon of Fuel (x10)	LS	\$ 50.00	\$ 50.00						
	Gallon of Diesel (x50)	LS	\$ 209.50	\$ 209.50						
	Concrete Chipping disposal	LS	\$ -	\$ -						
EQUIPMENT SUB-TOTAL						\$ 1,565.50	LABOR SUB-TOTAL			\$ 3,626.00
MATERIAL AND/OR WORK DONE BY SPECIALISTS						SUBSISTENCE		NO. 1	\$ 90.00	\$ 90.00
DESCRIPTION						TRAVEL/LODGING EXPENSE		NO. 0	\$ -	\$ -
	United - 3" Pump	2	\$ 118.00	\$ 236.00						
	Milpas - 2" Pump		\$ -	\$ -						
	United - 330 Excavator		\$ 1,345.00	\$ 1,345.00						
	United Site Rentals - Porter Potti		\$ -	\$ -						
	Trench Shoring - Rumble Plates X2		\$ -	\$ -						
	Beerock Quarry		\$ 2,466.45	\$ 2,466.45						
MATERIAL AND SPECIALIST SUB-TOTAL						\$ 4,047.45	TOTAL LABOR COST			\$ 3,716.00
CONTRACTOR'S REPRESENTATIVE						MARKUP ON LABOR COST		20%	\$ 743.20	
OWNER'S REPRESENTATIVE						MARKUP ON EQUIPMENT COST		15%	\$ 234.83	
						MARKUP ON MATERIAL & SPECIALIST WORK COST		15%	\$ 607.12	
						MARKUP ON SUBCONTRACTOR COST		10%		
						TOTAL THIS REPORT			\$ 10,914.09	

**CUSHMAN CONTRACTING CORPORATION
DAILY EXTRA WORK REPORT**

JOB NAME: (MSD) Protective Measures of District Facilities DATE PERFORMED: 10/16/24

Scour Site Remediation

WORK PERFORMED BY: CUSHMAN CONTRACTING CORPORATION PCO NO. 05 REPORT NO. 06

DESCRIPTION OF WORK: _____ CONTRACTOR JOB NO. 2407

T&M work per Montecito Sanitary District direction. Crew set up (x2) Dewatering pumps for creek bypass.

Installed 3" lines from upstream and bypass work area to downstream. Maintain creek bypass. Fuel pumps.

BeeRock Quarry delivered (x3) loads of limestone. Crew continued work at scour area. CCC continued to place rip rap at scour area per MSD direction. Jobsite pick up.

EQUIP. NO.	EQUIPMENT	HOURS	HOURLY RATE	EXTENDED AMOUNTS	CRAFT	LABOR	HOURS		HRLY. RATE INCL CONTRIBUTIONS	EXTENDED AMOUNTS	
							ST	OT			
T-63	Ford F-250	5	\$ 24.00	\$ 120.00	SUPER	J. Dinning	5		\$ 150.00	\$ 750.00	
T-40	Ford F-250	2	\$ 21.00	\$ 42.00	PE	F.Ortiz	2		\$ 90.00	\$ 180.00	
E-65	950 Loader	8	\$ 143.00	\$ 1,144.00	OPER	J. Mata	8		\$ 135.00	\$ 1,080.00	
	Shovels	8	NC	\$ -				1	\$ 179.00	\$ 179.00	
	Pick Axe	8	NC	\$ -	LABOR	C. Andrade	8		\$ 101.00	\$ 808.00	
	Clevis	8	NC	\$ -				0	\$ 131.00	\$ -	
	Red Endless Sling	8	NC	\$ -	LABOR	K. Hebel	8		\$ 101.00	\$ 808.00	
	1-1/2" Ton Chain Come-A-long	8	NC	\$ -				0	\$ 131.00	\$ -	
	20' 3/8" chain	8	NC	\$ -							
	Gallon of Fuel (x10)	LS	\$ 50.00	\$ 50.00							
	Gallon of Diesel (x50)	LS	\$ 209.50	\$ 209.50							
	Concrete Chipping disposal	LS	\$ -	\$ -							
EQUIPMENT SUB-TOTAL \$ 1,565.50							LABOR SUB-TOTAL			\$ 3,805.00	
MATERIAL AND/OR WORK DONE BY SPECIALISTS							SUBSISTENCE		NO. 1	\$ 90.00	\$ 90.00
DESCRIPTION							TRAVEL/LODGING EXPENSE		NO. 0	\$ -	\$ -
	United - 3" Pump	2	\$ 118.00	\$ 236.00							
	Milpas - 2" Pump		\$ 1,116.00	\$ 1,116.00							
	United - 330 Excavator		\$ 1,345.00	\$ 1,345.00							
	United Site Rentals - Porter Potti		\$ 99.96	\$ 99.96							
	Trench Shoring - Rumble Plates X2		\$ -	\$ -							
	Beerock Quarry		\$ 3,796.66	\$ 3,796.66							
MATERIAL AND SPECIALIST SUB-TOTAL \$ 6,593.62							TOTAL LABOR COST			\$ 3,895.00	

CONTRACTOR'S REPRESENTATIVE

OWNER'S REPRESENTATIVE

MARKUP ON LABOR COST	20%	\$ 779.00
MARKUP ON EQUIPMENT COST	15%	\$ 234.83
MARKUP ON MATERIAL & SPECIALIST WORK COST	15%	\$ 989.04
MARKUP ON SUBCONTRACTOR COST	10%	
TOTAL THIS REPORT		\$ 14,056.99

**CUSHMAN CONTRACTING CORPORATION
DAILY EXTRA WORK REPORT**

JOB NAME: (MSD) Protective Measures of District Facilities

DATE PERFORMED: 10/16/24

Scour Site Remediation

WORK PERFORMED BY: CUSHMAN CONTRACTING CORPORATION

PCO NO. 05 REPORT NO. 06

DESCRIPTION OF WORK: _____

CONTRACTOR JOB NO. 2407


T&M work per Montecito Sanitary District direction. Crew set up (x2) Dewatering pumps for creek bypass.
Installed 3" lines from upstream and bypass work area to downstream. Maintain creek bypass. Fuel pumps.
BeeRock Quarry delivered (x3) loads of limestone. Crew continued work at scour area. CCC continued
to place rip rap at scour area per MSD direction. Jobsite pick up.


EQUIPMENT	HOURS	HOURLY RATE	EXTENDED AMOUNTS	CRAFT	LABOR	HOURS	HRLY. RATE INCL CONTRIBUTIONS	EXTENDED AMOUNTS
Ford F-250	DAY	\$ -	\$ -	SUPER	J. Dinning	5	\$ -	\$ -
Ford F-250	DAY	\$ -	\$ -	PE	F.Ortiz	2	\$ -	\$ -
950 Loader	DAY	\$ -	\$ -	OPER	J. Mata	8	\$ -	\$ -
Shovels	DAY	\$ -	\$ -	LABOR	C. Andrade	8	\$ -	\$ -
Pick Axe	DAY	\$ -	\$ -	LABOR	K. Hebel	8	\$ -	\$ -
Clevis	DAY	\$ -	\$ -					
Red Endless Sling	DAY	\$ -	\$ -					
1-1/2" Ton Chain Come-A-long	DAY	\$ -	\$ -					
20' 3/8" chain	DAY	\$ -	\$ -					
Concrete chipping/Dispose	LS	\$ -	\$ -					
Gallon of Fuel (x10)	LS	\$ -	\$ -					

EQUIPMENT SUB-TOTAL \$				LABOR SUB-TOTAL \$				
-------------------------------	--	--	--	---------------------------	--	--	--	--

MATERIAL AND/OR WORK DONE BY SPECIALISTS				SUBSISTENCE	NO.	1	
DESCRIPTION	NO.UNIT	UNIT COST	EXT. AMT	TRAVEL/LODGING EXPENSE	NO.		ITF
United - 3" Pump		ITF	ITF				
Milpas - 2" Pump		ITF	ITF				
United - 330 Excavator		ITF	ITF				
United Site Rentals - Porter Potti		ITF	ITF				
Trench Shoring - Rumble Plates X2		ITF	ITF				
BeeRock Quarry		ITF	ITF				

MATERIAL & SPECIALIST WORK SUB-TOTAL \$				TOTAL LABOR COST \$				
--	--	--	--	----------------------------	--	--	--	--



 CONTRACTOR'S REPRESENTATIVE


 OWNER'S REPRESENTATIVE

MARKUP ON LABOR COST	20%	\$ -
MARKUP ON EQUIPMENT COST	15%	\$ -
MARKUP ON MATERIAL AND WORK COST	15%	\$ -
TOTAL THIS REPORT		\$ -

10-16-24

INVOICE



PLEASE MAIL REMITTANCE TO:

Granite Construction Company
 PO Box 742478
 Los Angeles, CA 90074-2478

INVOICE DATE: 10/16/2024

ORDER NO.	CUSTOMER NO.	PLANT	INVOICE NO.
324537	138894	BEEROCK AG 100230	2824216
ORIGINAL INVOICE #		JOB ADDRESS	DATE OF SALE
		204 OLIVE MILL RD 204 OLIVE MILL RD MONTECITO CA 93108	10/16/2024
			PO #

Bill To:

CUSHMAN CONTRACTING CORP
 P.O. BOX 147
 GOLETA CA 93116-0147

A FINANCE CHARGE OF 1.5% PER MONTH (18% PER ANNUM) WILL BE APPLIED ON PAST DUE BALANCES

A ONE-TIME LATE FEE OF 2.3% WILL BE APPLIED TO ALL CREDIT CARD PAYMENTS MADE MORE THAN 10 BUSINESS DAYS AFTER THE INVOICE DATE ABOVE

TICKET NUMBER	TICKET DATE	MATERIAL DESCRIPTION	QTY	UNIT PRICE	EXTENDED AMOUNT	FOB	TAX RATE AREA
11203614	10/16/2024	1835 - 48"+ROCK	12.590	TN 58.000	\$730.22	P	V050830000
11203631	10/16/2024	1835 - 48"+ROCK	12.760	TN 58.000	\$740.08	P	V050830000
11203657	10/16/2024	1835 - 48"+ROCK	13.120	TN 58.000	\$760.96	P	V050830000
		TOTAL: 1835 - 48"+ROCK	38.470	TN	\$2,231.26		
		3836 - ENVIRONMENTAL FEE C	3.0000	LD	\$45.00		

Missing Trucking Cost 8 Hr's \$168.00 = \$1344.00

TERMS: A/R Net 30 Days

The prevailing party shall be entitled to reasonable attorney's fees and costs in any action to collect the amounts due hereunder.

Note: If haul charges are indicated separately above, then the title passage of materials is at the plant, with delivery provided for customers.

The environmental fee is not a tax, surcharge, or fee mandated by or remitted to any governmental or regulatory agency but used to recover direct and indirect costs for Granite and its subsidiaries operations to be conducted in an environmentally sustainable manner.

For any question regarding this billing, please call (831)768-4002.

TOTAL FREIGHT	.00
MATERIAL	2,231.26
FEES	45.00
SALES TAX	176.40

FOB: P=PLANT J=JOB

FOR OFFICIAL USE ONLY

INVOICE TOTAL

Thank You for your business.

WARNING: THIS PRODUCT CONTAINS A CHEMICAL KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM. MSDS SHEETS AVAILABLE AT WWW.GRANITECONSTRUCTION.COM/MSDS OR BY CONTACTING GRANITE CONSTRUCTION.

\$1344.00 + \$2,452.66

MILPAS RENTAL, INC.

6 N MILPAS STREET
SANTA BARBARA, CA 93103

805-963-1987 Phone
805-963-2818 Fax

www.milpasrentals.com

Status: Open
Contract #: 239112-1

Date Out: Fri 10/ 4/2024 9:32AM

Operator: RICH
Terms: On Account

Customer #: 279

CUSHMAN CONTRACTING, CORP.

Phone 964-866-1

P.O. BOX 147
GOLETA, CA. 93116

Job Descr: 2407

Picked up by: Jim Dinning

Qty	Key	Items	Ser#	Status	Agreed Return Date	Price
1	100-2530-1#60	PUMP, 2" TRASH, GAS 4Hrs \$41.00 1day \$52.50 1week \$210.00 4weeks \$629.00 PLEASE CHECK ENGINE OIL LEVEL WHEN REFUELING. NEVER REFUEL WHILE UNIT IS RUNNING. PUMP SHOULD NEVER BE OPERATED DRY OR DAMAGE MAY RESULT. USE FOR NON-FLAMMABLE LIQUID ONLY!	017599	Out	Thu 10/17/2024 10:00AM	\$420.00
2	100-2557-0	HOSE, DISCHARGE 2" X 1-50' 1day \$11.50 1week \$23.00 4weeks \$69.50		Out	Thu 10/17/2024 10:00AM	\$92.00
1	100-2567-0	HOSE, SUCTION 2" X TO 20' 1day \$11.50 1week \$23.00 4weeks \$69.50		Out	Thu 10/17/2024 10:00AM	\$46.00
1	100-2530-1#59	PUMP, 2" TRASH, GAS 4Hrs \$41.00 1day \$52.50 1week \$210.00 4weeks \$629.00 PLEASE CHECK ENGINE OIL LEVEL WHEN REFUELING. NEVER REFUEL WHILE UNIT IS RUNNING. PUMP SHOULD NEVER BE OPERATED DRY OR DAMAGE MAY RESULT. USE FOR NON-FLAMMABLE LIQUID ONLY!	017596	Out	Thu 10/17/2024 10:00AM	\$420.00
2	100-2557-0	HOSE, DISCHARGE 2" X 1-50' 1day \$11.50 1week \$23.00 4weeks \$69.50		Out	Thu 10/17/2024 10:00AM	\$92.00
1	100-2567-0	HOSE, SUCTION 2" X TO 20' 1day \$11.50 1week \$23.00 4weeks \$69.50		Out	Thu 10/17/2024 10:00AM	\$46.00

Total for Rental \$1,116.00

Thank You For Your Business

I decline damage waiver on the rented equipment. INITIALS:

Contract Signature:



Jim Dinning

Date: 10/04/2024 Modification # 1

Rental Contract

OPERATING & SAFETY INSTRUCTIONS: I have been given and agree to read written instructions before operating or allowing rental equipment to be operated or used and/or I have received those instructions verbally. INITIALS:

IF I DO NOT UNDERSTAND OR FORGET THE INSTRUCTIONS I HAVE BEEN GIVEN, OR IF THE EQUIPMENT FAILS, I WILL NOT ATTEMPT TO OPERATE OR REPAIR IT. I WILL DISCONTINUE USE AND NOTIFY MILPAS RENTAL IMMEDIATELY. I ACKNOWLEDGE THAT A LARGER FONT COPY OF THE TERMS AND CONDITIONS HAS BEEN OFFERED AND IS AVAILABLE UPON REQUEST. Customer acknowledges that it is responsible for providing all personnel protective and safety equipment. Customer acknowledges that Milpas Rental will charge/credit/debit card upon commencement of rental and return any balance to my card at rental termination subject to Customer's bank policies and procedures.

I have had the opportunity to read, and have read, discussed and understand the terms and conditions of the Agreement and agree to be bound thereto.

SIGNING PERSONALLY AND FOR THE CUSTOMER:

Milpas Rental, Inc. agrees to be bound by the terms and conditions of this Agreement. By:

Signature:

Jim Dinning

Montecito Sanitary District

Regular Board Meeting January 13, 2025

Page 77 of 179



Rental:	\$1,116.00
Subtotal:	\$1,116.00
Total:	\$1,116.00
Paid:	\$0.00
Amount Due:	\$1,116.00



#239446951

BRANCH 511
3665 MARKET ST
VENTURA CA 93003-5107
805-644-7319

Job Site

PROTECTIVE MEASURES PROJECT 2
196 SANTA ELENA LN
MONTECITO CA 93108-2513

Office: 805-964-8661

Customer # : 32685
Agreement Date : 09/27/24
Rental Out : 09/30/24 09:00 AM
Scheduled In : 10/14/24 09:00 AM
UR Job Loc : 196 SANTA ELENA LN,
UR Job # : 158
Customer Job ID:
P.O. # : TBD
Ordered By : JIM DINNING
Reserved By : JACK OSTRANDER
Salesperson : JACK OSTRANDER

CUSHMAN CONTRACTING CORPORATIO
PO BOX 147
GOLETA CA 93116-1416

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	RR9051150	EXCAVATOR 70000-84999#			1,345.00	3,809.00	7,618.00
		RREquipment#: RR9051150					
1	11334929	PUMP 3" TRASH Make: MULTIQUIP Model: QP3TH Serial: 3TH-43812	118.00	118.00	356.00	835.00	712.00
1	11794961	PUMP 3" TRASH Make: MULTIQUIP Model: QP3TH Serial: 049587	118.00	118.00	356.00	835.00	712.00
4	535/6620	HOSE 3X50 LAYFLAT DISCHARGE - CAMLOCK	19.00	19.00	51.00	110.00	408.00
						Rental Subtotal:	9,450.00
SALES/MISCELLANEOUS ITEMS:							
Qty	Item		Price		Unit of Measure		Extended Amt.
1	CA PERSONAL PROP TAX REIMB CHARGE	[DRSURCA/MCI]	13.740		EACH		13.74
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	99.000		EACH		99.00
1	DELIVERY CHARGE		600.000		EACH		600.00
1	PICKUP CHARGE		600.000		EACH		600.00
						Sales/Misc Subtotal:	1,312.74
						Agreement Subtotal:	10,762.74
						Tax:	889.24
						Estimated Total:	11,651.98

COMMENTS/NOTES:

CONTACT: JIM DINNING
CELL#: 805-746-7947

CONTINUED

OPTIONAL RENTAL PROTECTION PLAN: THE RENTAL PROTECTION PLAN IS NOT INSURANCE. The Rental Protection Plan is only available to direct commercial customers. Upon accepting the optional Rental Protection Plan, Customer agrees to pay a charge equal to 15% of the rental charges on the Equipment Customer wants covered by the Rental Protection Plan. In return, United agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Rental and Service Terms.

NOTICE FOR RENTAL OF A MOTOR VEHICLE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A DAMAGE WAIVER (or "Rental Protection Plan") TO LIMIT CUSTOMER'S FINANCIAL RESPONSIBILITY FOR DAMAGE TO, OR THEFT OF, THE MOTOR VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE DAMAGE WAIVER, CUSTOMER MAY WISH TO DETERMINE WHETHER CUSTOMER'S OWN INSURANCE GIVES CUSTOMER COVERAGE. THE PURCHASE OF THIS DAMAGE WAIVER IS NOT MANDATORY, AND MAY BE WAIVED OR DECLINED BY CUSTOMER.

A CLEANING CHARGE: WILL APPLY TO EQUIPMENT RETURNED WITH EXCESSIVE DIRT, CONCRETE, AND/OR PAINT. CUSTOMER IS RESPONSIBLE FOR ALL DAMAGE. THERE WILL BE AN ADDITIONAL CHARGE FOR MISSING KEYS AND TOLL TRANSPONDERS.

REFUELING SERVICE CHARGE: Customer is required to return the Equipment with a full tank of fuel. If Customer returns the Equipment with less than a full tank of fuel, Customer agrees to pay a Refueling Service Charge at the per gallon rate applicable at the time Customer returns the Equipment. (The current rate is available from the Store Location, but, the final rate may differ based on market conditions at the time of return). For additional information, see the Rental and Service Terms.

ENVIRONMENTAL SERVICE CHARGE: Due to the hazardous nature of some waste and other products, to comply with federal and state environmental regulations, and to promote a clean environment, United charges an Environmental Service Charge for certain rentals. The Environmental Service Charge is not a government-mandated charge, is not designated for any particular use, and is used at United's discretion. The Environmental Service Charge is 2.00% of the rental charge and will not exceed \$99. Customer acknowledges the items indicated above are subject to the Environmental Service Charge and Customer agrees to pay that Charge.

DELIVERY: If Customer chooses to have United deliver and pick up the Equipment, Customer agrees to pay a Delivery and Pickup Service Charge.

READ BEFORE SIGNING: By signing below, Customer: (i) agrees that Customer has received, read and agreed to the Rental and Service Terms and the optional Rental Protection Plan ("RPP") Terms (if the RPP is applicable) in effect as of the latest date below, both of which are amended from time to time and posted online at <https://www.unitedrentals.com/legal/rental-service-terms-us> and <https://www.unitedrentals.com/legal/rpp-us>, respectively, and are incorporated by reference into this Agreement; (ii) authorizes United Rentals to charge the payment method provided per the above-referenced terms; and (iii) acknowledges that the Equipment is in the condition as stated on the condition report(s). It is Customer's responsibility to review these terms and conditions from time to time for updates and changes. By agreeing to the Terms, you agree (1) to indemnify United for losses relating to his transaction; (2) that United's liabilities are limited, and (3) that United makes no warranties as the equipment's merchantability, quality or fitness for a particular purpose; as well as other Terms affecting your rights.

X 09/30/24
CUSTOMER SIGNATURE DATE
Montecito Sanitary District

JOSE GONZALEZ MELGOZA 09/30/24
CUSTOMER NAME PRINTED UNITED RENTALS REPRESENTATIVE/DELIVERED BY DATE

NOTICE: By accepting delivery of the Equipment listed above or making payment(s) to United for the Equipment listed above, Customer agrees to be bound by the Rental and Service Terms at the referenced URLs, even if the Rental and Service Agreement has not been received. SOME RENTALS AND SERVICE TERMS AND, IF APPLICABLE, THE RPP ARE AVAILABLE IN PAPER FORM UPON REQUEST. The Rental and Service Terms are posted online in Spanish at <https://www.unitedrentals.com/legal/rental-service-terms-us-sp> Los términos del alquiler y del servicio están publicadas en línea en español en <https://www.unitedrentals.com/legal/rental-service-terms-us-sp>



#239446951

BRANCH 511
3665 MARKET ST
VENTURA CA 93003-5107
805-644-7319

Job Site

PROTECTIVE MEASURES PROJECT 2
196 SANTA ELENA LN
MONTECITO CA 93108-2513

Office: 805-964-8661

Customer #	: 32685
Agreement Date	: 09/27/24
Rental Out	: 09/30/24 09:00 AM
Scheduled In	: 10/14/24 09:00 AM
UR Job Loc	: 196 SANTA ELENA LN,
UR Job #	: 158
Customer Job ID:	
P.O. #	: TBD
Ordered By	: JIM DINNING
Reserved By	: JACK OSTRANDER
Salesperson	: JACK OSTRANDER

CUSHMAN CONTRACTING CORPORATIO
PO BOX 147
GOLETA CA 93116-1416

COMMENTS/NOTES:

A CLEANING CHARGE WILL APPLY TO EQUIPMENT RETURNED WITH EXCESSIVE
DIRT, CONCRETE, AND/OR PAINT. CUSTOMER IS RESPONSIBLE FOR ALL
DAMAGE INCLUDING TIRES. THERE WILL BE AN ADDITIONAL CHARGE FOR
MISSING KEYS. A REFUELING SERVICE CHARGE WILL BE APPLIED TO
ALL UNITS NOT RETURNED FULL OF FUEL
SEE BELOW FOR EXPLANATION OF REFUELING SERVICE CHARGE
* * * * *

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY
844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #
IN ORDER TO CLOSE THIS CONTRACT



INVOICE

Customer Number: ACT-00148374
 Customer Name: CUSHMAN CONTRACTING CORPORATION
 Order No: O-1102310

Invoice No: INV-4825275
 Invoice Date: 9/30/2024
 Current Billing Period: 9/30/2024 - 10/27/2024
 Terms: Net 10
 Due Date: 10/10/2024

Bill To
 INVOICE DELIVERY
 CUSHMAN CONTRACTING CORPORATION
 PO BOX 147
 GOLETA California 93116
 United States

Ship To
 Frankie Ortiz
 204 Olive Mill Road
 Montecito CA 93108
 United States

Subtotal:	\$356.20
Tax:	\$10.00
Total:	\$366.20
Amount Paid:	\$0.00
Remaining Balance Due:	\$366.20

Ship To: 204 Olive Mill Road Montecito CA 93108 United States
 Site Name: Montecito Sanitary District

Item	Unit Qty	Unit Price	Duration/Service Date	Charge Type	Total Charges	Taxable
Current Billing Period						
Standard Restroom (Std Rest)						
Rental Charge	1	\$40.00	9/30/2024 - 10/27/2024	Recurring	\$40.00	Y
1 Service 1 Day per Week	1	\$112.00	9/30/2024 - 10/27/2024	Recurring	\$112.00	N
Energy and Compliance Fee			9/30/2024	Fee	\$16.69	N
Energy and Compliance Fee			9/30/2024	Fee	\$8.20	Y
Sanitation Containment Tray	1	\$15.00	9/30/2024 - 10/27/2024	Recurring	\$15.00	Y
Standard Restroom Subtotal					\$191.89	
2 Station Hand Wash Sink (2 Stn Hand Sink)						
Rental Charge	1	\$40.00	9/30/2024 - 10/27/2024	Recurring	\$40.00	Y
1 Service 1 Day per Week	1	\$65.00	9/30/2024 - 10/27/2024	Recurring	\$65.00	N
Energy and Compliance Fee			9/30/2024	Fee	\$9.69	N
Energy and Compliance Fee			9/30/2024	Fee	\$5.96	Y
2 Station Hand Wash Sink Subtotal					\$120.65	
Pickup and Delivery – Bundle level			9/30/2024	One-Time	\$38.00	Y
Energy and Compliance Fee			9/30/2024	Fee	\$5.66	Y
Additional One Time Services Subtotal					\$43.66	
Site Subtotal Excluding Tax					\$356.20	
Site Tax					\$10.00	
Site Subtotal					\$366.20	

Invoice Total	\$366.20
----------------------	-----------------



INVOICE

No Proration for Early Pickup

Paying your invoices at USS is now easier than ever with our new user-friendly payment portal. Learn more about our new payment portal, as well as how to read your invoice and where to go with questions, by visiting us at [Doing Business with USS](#). Keep an eye out for an email from noreply@sidetrade.io near your billing date to create and activate your account. For any questions, email ARS@unitedsiteservices.com or call 1.800.TOILETS (select 3 for billing and payment).



UNITED SITE SERVICES

1.800.TOILETS
UnitedSiteServices.com

QUESTIONS ON YOUR INVOICE?

1.800.TOILETS
ARS@UnitedSiteServices.com
UnitedSiteServices.com

**CHECK OR
MONEY ORDERS
PAYABLE TO**

United Site Services
PO Box 660475
Dallas, TX.,
75266-0475
Terms: Net 10



WE ACCEPT -

- American Express
- Visa
- Mastercard
- Discover



**USE THE FOLLOWING LINK TO PAY ONLINE OR SIGN UP FOR
AUTOMATIC PAYMENTS:**

www.myuss.com

1.5% Late charge due on
outstanding balances
more than 30 days from
date of invoice (18% per
annum)

This order is subject to our terms and
conditions, available at [https://
www.unitedsiteservices.com/legal-
terms-conditions/](https://www.unitedsiteservices.com/legal-terms-conditions/), which are part of
this Agreement

We will never ask you to change remittance information via email.

Please detach this coupon and include with your payment.

Customer ID: ACT-00148374
 Customer Name: CUSHMAN CONTRACTING CORPORATION
 Invoice Number: INV-4825275
 Order Number: O-1102310
 Due Date: 10/10/2024

Subtotal: \$356.20
 Tax: \$10.00
 Total: \$366.20
 Amount Remaining: **\$366.20**

Amount Paid:

Please Remit to: United Site Services
 PO Box 660475
 Dallas, TX 75266-0475



**CUSHMAN CONTRACTING CORPORATION
DAILY EXTRA WORK REPORT**

JOB NAME: (MSD) Protective Measures of District Facilities DATE PERFORMED: 10/17/24

Scour Site Remediation

WORK PERFORMED BY: CUSHMAN CONTRACTING CORPORATION PCO NO. 05 REPORT NO. 07

DESCRIPTION OF WORK: _____ CONTRACTOR JOB NO. 2407

T&M work per Montecito Sanitary District direction. Crew removed supports from electric pole. Removed dead
man and cum a longs. CCC restored creek at bed bottom of scour area. Dispose of chipping material.
Load material into super 10 for disposal. Jobsite pick up .

EQUIP. NO.	EQUIPMENT	HOURS	HOURLY RATE	EXTENDED AMOUNTS	CRAFT	LABOR	HOURS		HRLY. RATE INCL CONTRIBUTIONS	EXTENDED AMOUNTS	
							ST	OT			
T-63	Ford F-250	2	\$ 24.00	\$ 48.00	SUPER	J. Dinning	2		\$ 150.00	\$ 300.00	
T-40	Ford F-250	1	\$ 21.00	\$ 21.00	PE	F.Ortiz	1		\$ 90.00	\$ 90.00	
E-65	950 Loader	8	\$ 143.00	\$ 1,144.00	OPER	J. Mata	2.5		\$ 135.00	\$ 337.50	
	Shovels	8	NC	\$ -				0	\$ 179.00	\$ -	
	Pick Axe	8	NC	\$ -	LABOR	C. Andrade	2.5		\$ 101.00	\$ 252.50	
	Clevis	8	NC	\$ -				0	\$ 131.00	\$ -	
	Red Endless Sling	8	NC	\$ -	LABOR	K. Hebel	2.5		\$ 101.00	\$ 252.50	
	1-1/2" Ton Chain Come-A-long	8	NC	\$ -				0	\$ 131.00	\$ -	
	20' 3/8" chain	8	NC	\$ -							
	Gallon of Fuel (x10)	LS	\$ 50.00	\$ 50.00							
	Gallon of Diesel (x50)	LS	\$ 209.50	\$ 209.50							
	Concrete Chipping disposal	LS	\$ 1,109.40	\$ 1,109.40							
EQUIPMENT SUB-TOTAL						\$ 2,581.90	LABOR SUB-TOTAL			\$ 1,232.50	
MATERIAL AND/OR WORK DONE BY SPECIALISTS						SUBSISTENCE		NO.	0	\$ 90.00	\$ -
DESCRIPTION						TRAVEL/LODGING EXPENSE		NO.	0	\$ -	\$ -
	United - 3" Pump	2	\$ 118.00	\$ 236.00							
	Milpas - 2" Pump		\$ -	\$ -							
	United - 330 Excavator		\$ 1,345.00	\$ 1,345.00							
	United Site Rentals - Porter Potti		\$ -	\$ -							
	Trench Shoring - Rumble Plates X2		\$ 636.54	\$ 636.54							
	805 Trucking		\$ 260.00	\$ 260.00							
MATERIAL AND SPECIALIST SUB-TOTAL						\$ 2,477.54	TOTAL LABOR COST			\$ 1,232.50	

CONTRACTOR'S REPRESENTATIVE

OWNER'S REPRESENTATIVE

MARKUP ON LABOR COST	20%	\$ 246.50
MARKUP ON EQUIPMENT COST	15%	\$ 387.29
MARKUP ON MATERIAL & SPECIALIST WORK COST	15%	\$ 371.63
MARKUP ON SUBCONTRACTOR COST	10%	
TOTAL THIS REPORT		\$ 7,297.36

**CUSHMAN CONTRACTING CORPORATION
DAILY EXTRA WORK REPORT**

JOB NAME: (MSD) Protective Measures of District Facilities

DATE PERFORMED: 10/17/24

Scour Site Remediation

WORK PERFORMED BY: CUSHMAN CONTRACTING CORPORATION

PCO NO. 05

REPORT NO. 07

DESCRIPTION OF WORK:

CONTRACTOR JOB NO. 2407

T&M work per Montecito Sanitary District direction. Crew removed supports from electric pole. Removed dead man, cum a longs & chains. CCC restored creek at bed bottom of scour area. Dispose of chipped material.

Load material into super 10 for disposal. Jobsite pick up .

Note: 1559523 Dump See

18.49 TON

805 trucking: 2 hrs

EQUIPMENT	HOURS	HOURLY RATE	EXTENDED AMOUNTS	CRAFT	LABOR	HOURS	HRLY. RATE INCL CONTRIBUTIONS	EXTENDED AMOUNTS
Ford F-250	DAY	\$ -	\$ -	SUPER	J. Dinning	2.5	\$ -	\$ -
Ford F-250	DAY	\$ -	\$ -	PE	F.Ortiz	1	\$ -	\$ -
950 Loader	DAY	\$ -	\$ -	OPER	J. Mata	2.5	\$ -	\$ -
Shovels	DAY	\$ -	\$ -	LABOR	C. Andrade	2.5	\$ -	\$ -
Pick Axe	DAY	\$ -	\$ -	LABOR	K. Hebel	2.5	\$ -	\$ -
Clevis	DAY	\$ -	\$ -					
Red Endless Sling	DAY	\$ -	\$ -					
1-1/2" Ton Chain Come-A-long	DAY	\$ -	\$ -					
20' 3/8" chain	DAY	\$ -	\$ -					
Concrete chipping/Dispose	LS	\$ -	\$ -					
Gallon of Fuel (x10)	LS	\$ -	\$ -					

EQUIPMENT SUB-TOTAL \$	-	LABOR SUB-TOTAL \$	-
-------------------------------	---	---------------------------	---

MATERIAL AND/OR WORK DONE BY SPECIALISTS				SUBSISTENCE	NO.	
DESCRIPTION	NO.UNIT	UNIT COST	EXT. AMT	TRAVEL/LODGING EXPENSE	NO.	ITF
United - 3" Pump		ITF	ITF		0	\$ -
Milpas - 2" Pump		ITF	ITF			\$ -
United - 330 Excavator		ITF	ITF	OTHER		\$ -
United Site Rentals - Porter Potti		ITF	ITF			
Trench Shoring - Rumble Plates X2		ITF	ITF			

MATERIAL & SPECIALIST WORK SUB-TOTAL \$	-	TOTAL LABOR COST \$	-
--	---	----------------------------	---



 CONTRACTOR'S REPRESENTATIVE



 OWNER'S REPRESENTATIVE

SCHOLLO
 MNS

MARKUP ON LABOR COST
 MARKUP ON EQUIPMENT COST
 MARKUP ON MATERIAL AND WORK COST

20%	\$ -
15%	\$ -
15%	\$ -
TOTAL THIS REPORT	\$ -

805 Trucking, Inc.
1484 E. Harvard Blvd.
Santa Paula, CA 93060

INVOICE

BILL TO

Cushman Contracting
Corporation
P O Box 147
Goleta, CA 93116

INVOICE # 6587
DATE 10/24/2024
DUE DATE 11/08/2024
TERMS Net 15

ACTIVITY	QTY	RATE	AMOUNT
Transportation 10/17/2024 Job #2407 Project #2 Phase #0206 Cushman, 204 Olive Mill, Montecito to Marborg, Santa Barbara 1373753, 1 load 18.49 tons 2.0 hrs.	2	130.00	260.00

Thank you for your business! If you have any questions regarding this invoice, please call our office at: 805-525-5000.
805truckinginc@gmail.com

BALANCE DUE

\$260.00

**NON-NEGOTIABLE BILL-OF-LADING
AND TRANSPORTATION AGREEMENT**

BILL NO.

PRINCIPAL CARRIER

805 TRUCKING INC

DATE

10-17-24

B-1373753

ADDRESS

CITY/STATE/ZIP

PH.

JOB #

BROKER #

TRUCK #

290

TRAILER #

CA #

UNDERLYING CARRIER (IF ANY)

WALLY TRUCKING LLC

ADDRESS

PH.

SHIPPER

CUSHMAN

RECEIVER

MAR BORG

ADDRESS

204 Olive Mill

ADDRESS

728 E YANANOLI

CITY/STATE/ZIP

MONTECITO CA

CITY/STATE/ZIP

SANTA BARBARA CA

POINT OF ORIGIN

POINT OF DESTINATION

EQUIPMENT TYPE

- 10-WHEELER
- SUPER TAG
- END DUMP
- FLAT BED
- TRANSFER
- SIDE DUMP
- MIXER
- SUPER-10
- DBL BOTTOMS
- TRUCK & PUP
- SWEEPER
- STRONG ARM
- SEMI-BOTTOM
- WATER TRUCK
- OTHER

HOURLY TONNAGE PER LOAD

RATE @ \$

	TAG NO.	WEIGHT	COMMODITY	LOADING		UNLOADING		STANDBY TIME	BREAKDOWN OR REASON FOR DELAY
				ARRIVE	DEPART	ARRIVE	DEPART		
1	1559523	18.49	RUBBLE	10:40	11:40	12:10	12:40		
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									

REPORTING TIME	ENDING TIME	TOTAL TIME	DEDUCTIBLE TIME	NET TIME	TOTAL TONS	ACCESSORIAL OTHER
10:40	12:40	2		2		
START DRIVING TIME LAST TRIP	ARRIVAL TIME AT DUMP LAST TRIP	END LOADING LAST TRIP	RUNNING TIME LAST TRIP	SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE		TOTAL CHARGES

 DRIVER SIGNATURE
  SHIPPER/RECEIVER (AGENT OR DEBITOR) SIGNATURE
 ORIGINAL

TO REORDER THIS FORM westrk.org/store
PRESS HARD - YOU ARE MAKING 5 COPIES
 WSTA © 2022 REV 06/22

728 E Yanonali St.
 Santa Barbara, CA 93103
 (805) 963-1852

MarBorg
INDUSTRIES

WEIGHMASTER CERTIFICATE

No. 1559523

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 of the Division of Measurement Standards of the California Department of Food and Agriculture.

WEIGHED AT: **MarBorg Industries**
 DELIVERED TO: **MarBorg Industries**

CUSHMAN CONTRACTING
 SANTA BARBARA - CITY

405692/204 (R 1WE M)
 (11-1559523)

CARRIER **MarBorg Industries**

WEIGHED AT - 110 N. Quarantine St. SANTA BARBARA, CA 93103
 WEIGHMASTER - MARBORG INDUSTRIES

31.42 TN

← GROSS

12.93 TN

← TARE

18.49 TN

← NET

MIXED RUBBLE TONS
 60.000 per Tons

DATE 11/17/24

BY [Signature]

DEPUTY-DATE
 TIME

DEPUTY-DATE

UNITS

COMMODITY

VEHICLE LICENSE NO.

18.49 Tons 1103.28
 CUSTOMER COPY

NON-NEGOTIABLE BILL-OF-LADING AND TRANSPORTATION AGREEMENT

BILL NO.

PRINCIPAL CARRIER 805 TRUCKING INC
 ADDRESS _____
 CITY/STATE/ZIP _____ PH. _____

DATE 10-17-24

B-1373753

JOB # _____
 BROKER # _____
 TRUCK # 290
 TRAILER # _____
 CA # _____

UNDERLYING CARRIER (IF ANY) WATLY TRUCKING LLC
 ADDRESS _____ PH. _____

SHIPPER CUSHMAN
 ADDRESS 204 OLIVE MI
 CITY/STATE/ZIP MONTICITO CA
 POINT OF ORIGIN _____

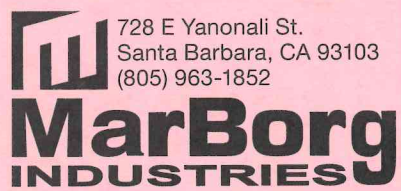
RECEIVER MARBORG
 ADDRESS 728 E YANONALI
 CITY/STATE/ZIP SANTA BARBARA CA
 POINT OF DESTINATION _____

EQUIPMENT TYPE
 SUPER TAG END DUMP FLAT BED
 10-WHEELER TRANSFER SIDE DUMP MIXER
 SUPER-10 DBL BOTTOMS TRUCK & PUP SWEEPER
 STRONG ARM SEMI-BOTTOM WATER TRUCK OTHER _____
 HOURLY TONNAGE PER LOAD
 RATE @ \$ _____

	TAG NO.	WEIGHT	COMMODITY	LOADING		UNLOADING		STANDBY TIME	BREAKDOWN OR REASON FOR DELAY
				ARRIVE	DEPART	ARRIVE	DEPART		
1	1559523	18.49	RUBBLE	10:40	11:40	12:10	12:40		
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									

REPORTING TIME <u>10:40</u>	ENDING TIME <u>12:40</u>	TOTAL TIME <u>2</u>	DEDUCTIBLE TIME	NET TIME <u>2</u>	TOTAL TONS	ACCESSORIAL OTHER
START DRIVING TIME LAST TRIP	ARRIVAL TIME AT DUMP LAST TRIP	END LOADING LAST TRIP	RUNNING TIME LAST TRIP	SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE		TOTAL CHARGES

DRIVER SIGNATURE _____ SHIPPER/RECEIVER (AGENT OR DEBITOR) SIGNATURE _____ JOB



WEIGHMASTER CERTIFICATE

No. 1559523

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

WEIGHED AT: MarBorg Industries
 DELIVERED TO: MarBorg Industries

WEIGHED FOR: _____ CARRIER MarBorg Industries
 WEIGHED AT - 119 N. Quarantina St. SANTA BARBARA, CA 93103
 WEIGHMASTER - MARBORG INDUSTRIES MONTH DAY YEAR
 BY 10/17/24 DEPUTY-DATE TIME

Montecito Sanitary District
 Regular Board Meeting - January 13, 2025
 Page 90 of 179

728 E Yanonali St.
 Santa Barbara, CA 93103
 (805) 963-1852

MarBorg INDUSTRIES

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

No. 1559523

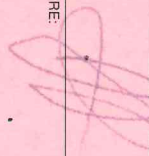
WEIGHED AT: MarBorg Industries
 DELIVERED TO: MarBorg Industries

WEIGHED FOR:
 CUSHMAN CONTRACTING
 SANTA BARBARA - CITY

40580N2/204 DELIVE MI
 (11-0050923)

CARRIER: MarBorg Industries
 WEIGHED AT - 119 N. Quarantina St. SANTA BARBARA, CA 93103

MONTH DAY YEAR

SIGNATURE: 

31.42 TN ← GROSS

12.93 TN ← TARE

18.49 TN ← NET

18.49 TONS
 CUSTOMER COPY

MIXED RUBBLE TONS
 60,000 per Tons

BY	17/24	DEPUTY-DATE	
BY	11/14 AM	DEPUTY-DATE	
UNITS		COMMODITY	VEHICLE LICENSE NO.



TRENCH SAFETY
 BRANCH 56B
 1680 N OLIVE ST
 VENTURA CA 93001
 805-460-4325



RENTAL RETURN INVOICE

239524203-001

Job site

PROTECTIVE MEASURES PROJECT 2
 196 SANTA ELENA LN
 MONTECITO CA 93108-2513

Office: 805-964-8661

Customer # : 32685
 Invoice Date : 10/18/24
 Rental Out : 10/01/24 07:00 AM
 Rental In : 10/17/24 02:03 PM
 UR Job Loc : 196 SANTA ELENA LN,
 UR Job # : 158
 Customer Job ID:
 P.O. # : TBD
 Ordered By : JIM DINNING
 Reserved By : ADRIAN ADAME
 Salesperson : ADRIAN ADAME

CUSHMAN CONTRACTING CORPORATIO
 PO BOX 147
 GOLETA CA 93116-1416

Invoice Amount: \$636.54

Terms: Due Upon Receipt
 Payment options: Contact our credit office 980-342-2293
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
 P.O. BOX 051122
 LOS ANGELES CA 90074-1122

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
2	944/9956	TREAD CLEANING PLATE 8' X 10'		8.25	47.30	152.55	238.70

Rental Subtotal: 238.70

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	CA PERSONAL PROP TAX REIMB CHARGE [DRSURCA/MCI]	1.790	EACH	1.79
1	PICKUP CHARGE	375.000	EACH	375.00
Sales/Misc Subtotal:				376.79
Agreement Subtotal:				615.49
Tax:				21.05
Total:				636.54

COMMENTS/NOTES:

CONTACT: JIM DINNING
 CELL#: 805-746-7947
 150 PORTAL TO PORTAL

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT-TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



#239446951

BRANCH 511
3665 MARKET ST
VENTURA CA 93003-5107
805-644-7319

Job Site

PROTECTIVE MEASURES PROJECT 2
196 SANTA ELENA LN
MONTECITO CA 93108-2513

Office: 805-964-8661

Customer # : 32685
Agreement Date : 09/27/24
Rental Out : 09/30/24 09:00 AM
Scheduled In : 10/14/24 09:00 AM
UR Job Loc : 196 SANTA ELENA LN,
UR Job # : 158
Customer Job ID:
P.O. # : TBD
Ordered By : JIM DINNING
Reserved By : JACK OSTRANDER
Salesperson : JACK OSTRANDER

CUSHMAN CONTRACTING CORPORATIO
PO BOX 147
GOLETA CA 93116-1416

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	RR9051150	EXCAVATOR 70000-84999#			1,345.00	3,809.00	7,618.00
	RREquipment#: RR9051150						
1	11334929	PUMP 3" TRASH Make: MULTIQUIP Model: QP3TH Serial: 3TH-43812	118.00	118.00	356.00	835.00	712.00
1	11794961	PUMP 3" TRASH Make: MULTIQUIP Model: QP3TH Serial: 049587	118.00	118.00	356.00	835.00	712.00
4	535/6620	HOSE 3X50 LAYFLAT DISCHARGE - CAMLOCK	19.00	19.00	51.00	110.00	408.00
						Rental Subtotal:	9,450.00
SALES/MISCELLANEOUS ITEMS:							
Qty	Item		Price	Unit of Measure	Extended Amt.		
1	CA PERSONAL PROP TAX REIMB CHARGE	[DRSURCA/MCI]	13.740	EACH	13.74		
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	99.000	EACH	99.00		
1	DELIVERY CHARGE		600.000	EACH	600.00		
1	PICKUP CHARGE		600.000	EACH	600.00		
						Sales/Misc Subtotal:	1,312.74
						Agreement Subtotal:	10,762.74
						Tax:	889.24
						Estimated Total:	11,651.98

COMMENTS/NOTES:

CONTACT: JIM DINNING
CELL#: 805-746-7947

CONTINUED

OPTIONAL RENTAL PROTECTION PLAN: THE RENTAL PROTECTION PLAN IS NOT INSURANCE. The Rental Protection Plan is only available to direct commercial customers. Upon accepting the optional Rental Protection Plan, Customer agrees to pay a charge equal to 15% of the rental charges on the Equipment Customer wants covered by the Rental Protection Plan. In return, United agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Rental and Service Terms.

NOTICE FOR RENTAL OF A MOTOR VEHICLE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A DAMAGE WAIVER (or "Rental Protection Plan") TO LIMIT CUSTOMER'S FINANCIAL RESPONSIBILITY FOR DAMAGE TO, OR THEFT OF, THE MOTOR VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE DAMAGE WAIVER, CUSTOMER MAY WISH TO DETERMINE WHETHER CUSTOMER'S OWN INSURANCE GIVES CUSTOMER COVERAGE. THE PURCHASE OF THIS DAMAGE WAIVER IS NOT MANDATORY, AND MAY BE WAIVED OR DECLINED BY CUSTOMER.

A CLEANING CHARGE: WILL APPLY TO EQUIPMENT RETURNED WITH EXCESSIVE DIRT, CONCRETE, AND/OR PAINT. CUSTOMER IS RESPONSIBLE FOR ALL DAMAGE. THERE WILL BE AN ADDITIONAL CHARGE FOR MISSING KEYS AND TOLL TRANSPONDERS.

REFUELING SERVICE CHARGE: Customer is required to return the Equipment with a full tank of fuel. If Customer returns the Equipment with less than a full tank of fuel, Customer agrees to pay a Refueling Service Charge at the per gallon rate applicable at the time Customer returns the Equipment. (The current rate is available from the Store Location, but, the final rate may differ based on market conditions at the time of return). For additional information, see the Rental and Service Terms.

ENVIRONMENTAL SERVICE CHARGE: Due to the hazardous nature of some waste and other products, to comply with federal and state environmental regulations, and to promote a clean environment, United charges an Environmental Service Charge for certain rentals. The Environmental Service Charge is not a government-mandated charge, is not designated for any particular use, and is used at United's discretion. The Environmental Service Charge is 2.00% of the rental charge and will not exceed \$99. Customer acknowledges the items indicated above are subject to the Environmental Service Charge and Customer agrees to pay that Charge.

DELIVERY: If Customer chooses to have United deliver and pick up the Equipment, Customer agrees to pay a Delivery and Pickup Service Charge.

READ BEFORE SIGNING: By signing below, Customer: (i) agrees that Customer has received, read and agreed to the Rental and Service Terms and the optional Rental Protection Plan ("RPP") Terms (if the RPP is applicable) in effect as of the latest date below, both of which are amended from time to time and posted online at <https://www.unitedrentals.com/legal/rental-service-terms-us> and <https://www.unitedrentals.com/legal/rpp-us>, respectively, and are incorporated by reference into this Agreement; (ii) authorizes United Rentals to charge the payment method provided per the above-referenced terms; and (iii) acknowledges that the Equipment is in the condition as stated on the condition report(s). It is Customer's responsibility to review these terms and conditions from time to time for updates and changes. By agreeing to the Terms, you agree (1) to indemnify United for losses relating to his transaction; (2) that United's liabilities are limited, and (3) that United makes no warranties as the equipment's merchantability, quality or fitness for a particular purpose; as well as other Terms affecting your rights.

X 09/30/24 Montecito Sanitary District
CUSTOMER SIGNATURE **DATE** **CUSTOMER NAME PRINTED**
JOSE GONZALEZ MELGOZA 09/30/24
UNITED RENTALS REPRESENTATIVE/DELIVERED BY DATE

NOTICE: By accepting delivery of the Equipment listed above or making payment(s) to United for the Equipment listed above, Customer agrees to be bound by the Rental and Service Terms at the referenced URLs, even if the Rental and Service Agreement has not been received. Some Rental and Service Terms AND, IF APPLICABLE, THE RPP ARE AVAILABLE IN PAPER FORM UPON REQUEST. The Rental and Service Terms are posted online in Spanish at <https://www.unitedrentals.com/legal/rental-service-terms-us-sp> Los términos del alquiler y del servicio están publicadas en línea en español en <https://www.unitedrentals.com/legal/rental-service-terms-us-sp>



#239446951

BRANCH 511
3665 MARKET ST
VENTURA CA 93003-5107
805-644-7319

Job Site

PROTECTIVE MEASURES PROJECT 2
196 SANTA ELENA LN
MONTECITO CA 93108-2513

Office: 805-964-8661

Customer #	: 32685
Agreement Date	: 09/27/24
Rental Out	: 09/30/24 09:00 AM
Scheduled In	: 10/14/24 09:00 AM
UR Job Loc	: 196 SANTA ELENA LN,
UR Job #	: 158
Customer Job ID:	
P.O. #	: TBD
Ordered By	: JIM DINNING
Reserved By	: JACK OSTRANDER
Salesperson	: JACK OSTRANDER

CUSHMAN CONTRACTING CORPORATIO
PO BOX 147
GOLETA CA 93116-1416

COMMENTS/NOTES:

A CLEANING CHARGE WILL APPLY TO EQUIPMENT RETURNED WITH EXCESSIVE
DIRT, CONCRETE, AND/OR PAINT. CUSTOMER IS RESPONSIBLE FOR ALL
DAMAGE INCLUDING TIRES. THERE WILL BE AN ADDITIONAL CHARGE FOR
MISSING KEYS. A REFUELING SERVICE CHARGE WILL BE APPLIED TO

ALL UNITS NOT RETURNED FULL OF FUEL

SEE BELOW FOR EXPLANATION OF REFUELING SERVICE CHARGE

* * * * *

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?

CONTACT UNITED ACADEMY TODAY

844-222-2345 OR WWW.UNITEDRENTALS.COM/TRAINING

TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)

WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #

IN ORDER TO CLOSE THIS CONTRACT



PROJECT: PROTECTIVE MEASURES OF DISTRICT FACILITIES (JANUARY 2023 STORM)
 BID NO.: 2024-01

PREPARED: October 30, 2024

DESCRIPTION:

1. *Install creek water bypass per dewater concept drawings for Project 1.*

Additional Cost = \$36,081.52

*Total Additional Cost = \$36,081.52
 Total Additional Working Days = 2*

REASON FOR CHANGE:

1. *At the time of finalizing the project bid specifications (May 2024), it was anticipated water levels would be low enough to perform construction without the need to dewater. As the design and permitting process with environmental agencies went on through summer, it was determined dewatering at this project site would be required. This work includes installation of gravel/sand bags, pumps, hose piping, and other equipment/materials as needed to bypass creek water downstream of the creek work limits. Additional contract working days were discussed between the District and Cushman; they are required to adequately install and remove the bypass system as needed.*

Original Contract Amount.....	\$1,154,865.00
Total Contract Amount Change by Previous Change Orders.....	\$163,775.33
Contract Amount Prior to this Change Order:.....	\$1,318,640.33
Contract Amount to be Increased by this Change Order.....	\$36,081.52
Final Adjusted Contract Amount.....	\$1,354,721.85
Original Contract Working Days.....	44 Days
Total Change of Contract Working Days by Previous Change Orders.....	33 Days
Contract Working Days Prior to Change Order.....	77 Days
Contract Working Days to be Increased by this Change Order.....	2 Days
Final Adjusted Working Days.....	79 Days

The changes noted above, in both time and costs, include all compensation and adjustments for all changes, both direct and indirect, including scheduling and sequence of work, equipment and material delivery, project acceleration, costs for labor, material, equipment, incidental items and supervision, and extended overhead.

This adjustment shall include full payment for all items required for such work, including, without limitation: all compensation for all direct and indirect costs for such work; costs for adjustments to scheduling and sequence of work; equipment; materials delivery; project "acceleration"; costs for labor, material, equipment and incidental items; overhead costs and supervision, including all extended overhead and office overhead of every nature and description.

ACCEPTED:  10/30/24
Cushman Contracting Corporation Date

APPROVED:  10/31/24
General Manager, Montecito Sanitary District Date

Attachments:

- Cushman Proposal dated October 18, 2024

DISTRIBUTION:

Frankie Ortiz, Cushman Contracting, frankie@cushmancontracting.com
Alex Champman, MNS Engineers, achapman@mnsengineers.com
Joe Scholle, MNS Engineers, jscholle@mnsengineers.com
Bryce Swetek, MSD, bswetek@montsan.org
John Weigold, MSD, jweigold@montsan.org



Montecito Sanitary District (MSD)
1042 Monte Cristo Lane
Santa Barbara, CA 93101

10/18/2024

ATTN: Bryce Swetek, P.E.
Engineering Manager

REF: MSD Protective Measures of District Facilities

Subject: Change Order for Creek Bypass at Location 1

Mr. Swetek,

We are in receipt of your drawing (see attached). Which requires work outside of the original contract scope. This work consists of adding Creek Bypass to project location 1. Please issue a change order for such work in the amounts shown below.

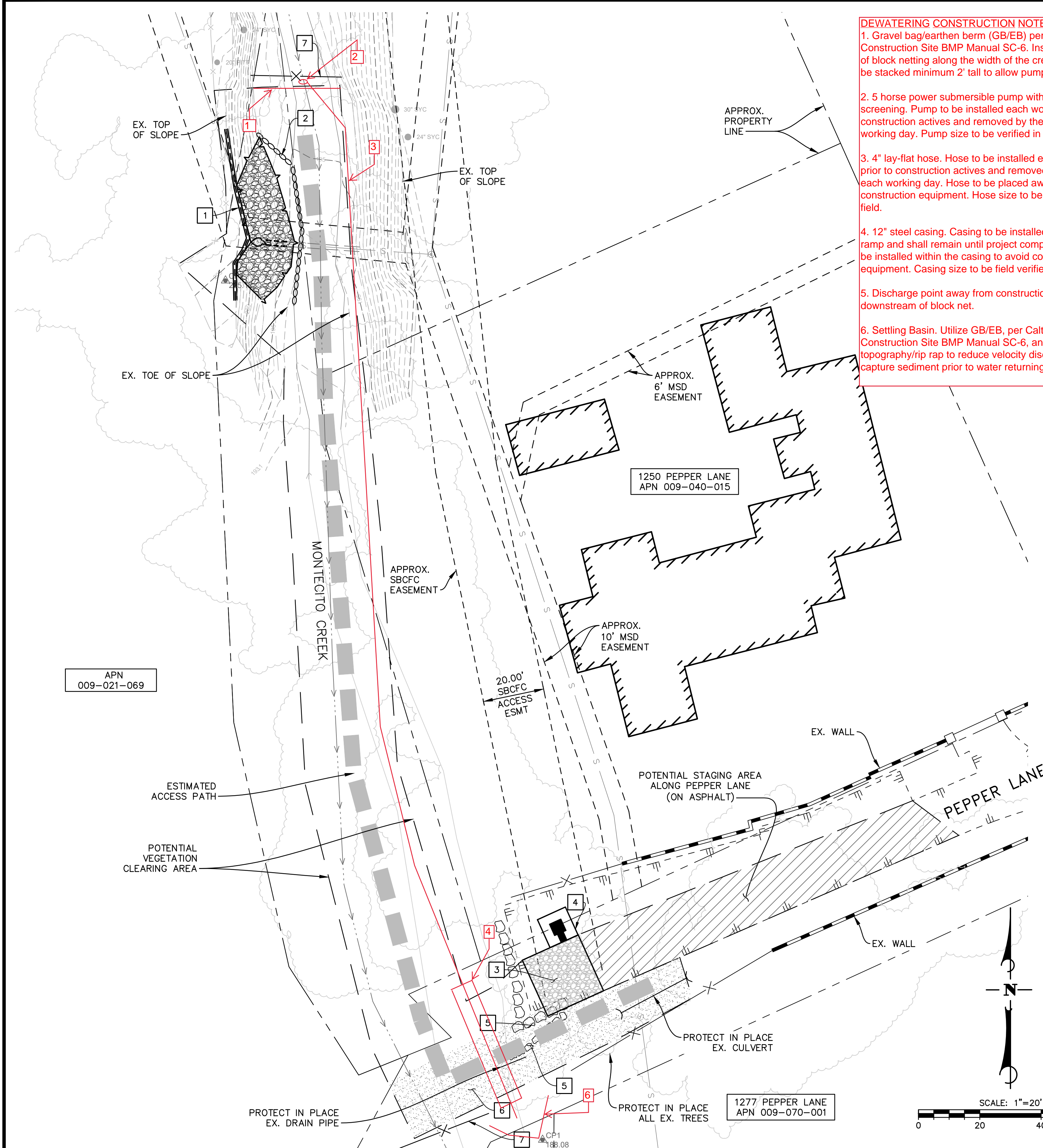
Location

- #1 – \$36081.52

We would appreciate a quick turnaround on the change order so we may proceed with the additional work. If you have any questions or would like to discuss this change order in more detail, please contact Jim Dinning or myself.

Sincerely,

Frankie Ortiz



DEWATERING CONSTRUCTION NOTES

1. Gravel bag/earthen berm (GB/EB) per Caltrans Construction Site BMP Manual SC-6. Install downstream of block netting along the width of the creek. GB/EB shall be stacked minimum 2' tall to allow pump functionality.
2. 5 horse power submersible pump with 3/16" mesh screening. Pump to be installed each working day prior to construction activities and removed by the end of each working day. Pump size to be verified in the field.
3. 4" lay-flat hose. Hose to be installed each working day prior to construction activities and removed by the end of each working day. Hose to be placed away from construction equipment. Hose size to be verified in the field.
4. 12" steel casing. Casing to be installed under earthen ramp and shall remain until project completion. Hose shall be installed within the casing to avoid constructing equipment. Casing size to be field verified.
5. Discharge point away from construction and downstream of block net.
6. Settling Basin. Utilize GB/EB, per Caltrans Construction Site BMP Manual SC-6, and existing bank topography/rip rap to reduce velocity discharge and capture sediment prior to water returning to main channel.

EROSION CONTROL IMPLEMENTATION NOTES

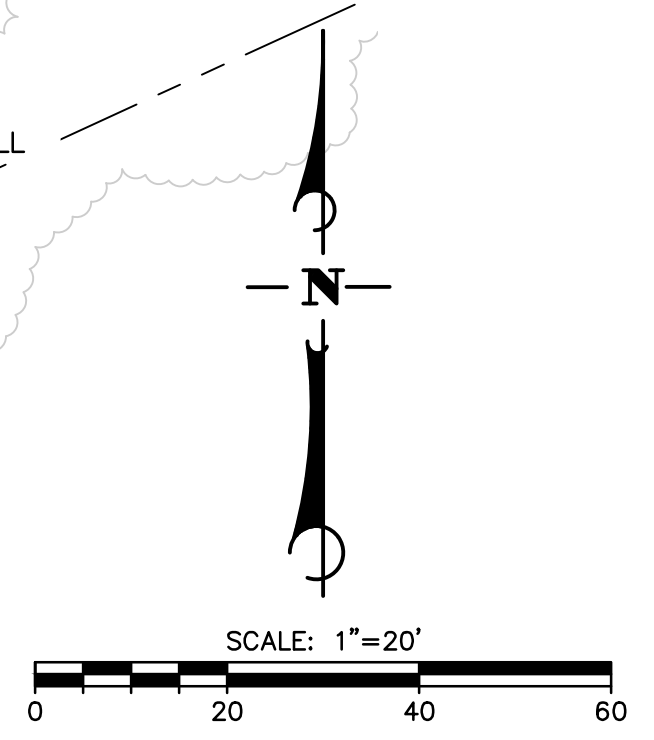
1. INSTALL FIBER ROLLS PER CALTRANS CONSTRUCTION SITE BMP MANUAL SC-5 TEMPORARY WATER POLLUTION CONTROL DETAIL T56.
2. INSTALL GRAVEL BAG/EARTHEN BERM PER CALTRANS CONSTRUCTION SITE BMP MANUAL SC-6.
3. INSTALL TEMPORARY CONSTRUCTION ENTRANCE/EXIT PER CALTRANS CONSTRUCTION SITE BMP MANUAL TC-1 TEMPORARY WATER POLLUTION CONTROL DETAIL T58
4. INSTALL TEMPORARY ENTRANCE/OUTLET TIRE WASH PER CALTRANS SITE BMP MANUAL TC-3.
5. REMOVE LANDSCAPING AND BOULDERS AS NECESSARY FOR ACCESS. CONTRACTOR TO REPLACE ITEMS AFTER CONSTRUCTION.
6. CONSTRUCT DIRT ACCESS RAMP AS NECESSARY TO ACCESS CREEK.
7. Block nets (mesh size not to exceed 3/16th-inch) will be erected upstream and downstream of the work area and placed at an angle in low-velocity flow at the direction of a qualified biologist.

GENERAL EROSION CONTROL NOTES

1. TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL USE BEST MANAGEMENT PRACTICES OUTLINED IN THE CALTRANS CONSTRUCTION SITE BMP MANUAL AND CALIFORNIA STORMWATER QUALITY ASSOCIATION (CASQA) BMP HANDBOOK
2. ALL ONSITE STOCK-PILED SOILS AND SPOILS FROM EXCAVATION SHALL BE PROTECTED AND/OR COVERED PER CALTRANS CONSTRUCTION SITE BMP MANUAL SS-9 TEMPORARY WATER POLLUTION CONTROL DETAIL (TEMPORARY COVER) T53.
3. CLEARING AND GRUBBING ACTIVITIES FOR CONSTRUCTION ACCESS AND CONSTRUCTION SITE SHALL BE IMPLEMENTED AS NECESSARY FOR ACCESS AND CONSTRUCTION ONLY. ALL BOULDERS AND ROCKS REMOVED FROM THE CONSTRUCTION SITE OR CONSTRUCTION ACCESS SHALL BE RETURNED TO PRE-CONSTRUCTION CONDITIONS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND CONTROLLING ALL DRAINAGE TO AND FROM THE SITE. CONTROL OF SURFACE WATERS SHALL BE SUCH THAT EXISTING DRAINAGE PATTERNS ARE NOT DISTURBED OR ALTERED TO INCREASE THE AMOUNT AND/OR INTENSITY OF RUNOFF WATER AND SILT TO ADJACENT PRIVATE PROPERTIES, COUNTY RIGHT-OF-WAY AND EXISTING DRAINAGE STRUCTURES.
5. THE CONTRACTOR SHALL ENSURE ALL PROTECTION MEASURES ARE IN PLACE PRIOR TO THE RAINY SEASON. THE PROTECTION MEASURES MAY NEED TO BE INSTALLED DURING OTHER PARTS OF THE YEAR SHOULD RAIN BE IMMINENT.
6. THE CONTRACTOR SHALL ADJUST THE LIMITS OF THE PROTECTION MEASURES AS HIS WORK PROGRESSES.
7. THE CONTRACTOR SHALL ADJUST THE LIMITS OF THE PROTECTION MEASURES SHOULD THEY BE INADEQUATE TO CONTROL RUNOFF OF SILT LADEN WATER.
8. THE PROTECTION MEASURES MAY BE TEMPORARILY MOVED OUT OF THE CONTRACTOR'S WAY TO FACILITATE CONSTRUCTION, PROVIDED THEY ARE REINSTALLED PRIOR TO THE NEXT RAIN STORM.
9. THE CONTRACTOR SHALL ADVISE HIS CREW OF THE INTENT OF THE PROTECTION MEASURES PRIOR TO THE START OF THE RAINY SEASON. THE CREW IS ENCOURAGED TO MONITOR THE EFFECTIVENESS OF THE SYSTEM AND ALERT THE CONTRACTOR OF ANY FAILURES OR PROBLEMS.
10. STAGING, REFUELING OF EQUIPMENT AND MATERIALS STORAGE AREAS MAY CHANGE THROUGHOUT CONSTRUCTION, AS REQUIRED. THE AREAS SHALL BE INSPECTED FREQUENTLY TO ENSURE NO SPILLED HAZARDOUS MATERIALS CONTAMINATE THE GROUND. SHOULD THIS OCCUR, THE SPILL SHALL BE CLEANED UP IMMEDIATELY. REFUELING OF EQUIPMENT AND STORAGE OF HAZARDOUS MATERIALS SHALL NOT BE LOCATED NEAR STORM DRAIN INLETS, EXISTING RESIDENCES OR DRAINAGE SWALES.
11. EROSION CONTROL DEVICES SHOWN ON THIS PLAN MAY BE REMOVED WHEN APPROVED BY THE ENGINEER IF THE CONSTRUCTION OPERATION HAS PROGRESSED TO THE POINT WHERE THEY ARE NO LONGER REQUIRED.
12. THE PLACEMENT OF ADDITIONAL DEVICES TO REDUCE EROSION DAMAGE AND CONTAIN POLLUTANTS WITHIN THE SITE IS LEFT TO THE DISCRETION OF THE CONTRACTOR. ADDITIONAL DEVICES AS NEEDED SHALL BE INSTALLED TO RETAIN SEDIMENTS AND OTHER POLLUTANTS ON SITE.
13. EVERY EFFORT SHOULD BE MADE TO ELIMINATE THE DISCHARGE OF NON STORM WATER FROM THE PROJECT SITES AT ALL TIMES.
14. ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON-SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEET FLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES OR WIND.
15. FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTING AND AREA NOT TO CONTAMINATE THE SOILS AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM.
16. CONTRACTORS ARE RESPONSIBLE TO INSPECT ALL EROSION CONTROL DEVICES BMPs ARE INSTALLED AND FUNCTIONING PROPERLY IF THERE IS A 40% CHANCE OF 0.25 INCHES OR GREATER OF PREDICTED PRECIPITATION, AND AFTER ACTUAL PRECIPITATION. A CONSTRUCTION SITE INSPECTION CHECKLIST AND INSPECTION LOG SHALL BE MAINTAINED AT THE PROJECT SITE AT ALL TIMES AND AVAILABLE FOR REVIEW BY THE ENGINEER.
17. TRASH AND CONSTRUCTION-RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OR RAINWATER AND DISPERSAL BY WIND.
18. SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITIONS MUST BE SWEEPED UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.
19. CONTRACTOR IS RESPONSIBLE TO RESTORE PEPPER LANE ASPHALT PAVEMENT TO PRE-PROJECT CONDITION.



ACCESS AREA FROM PEPPER LANE



DESIGN: CEP CHECKED: JTZ PLOT DATE: 6/4/2024 12:28:45 PM PLOT BY: Poytress, Carrie

SURVEY INFORMATION:

CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83), NAD83(2011), ZONE 5, EPOCH 2017.50, STATIC GNSS AND MONTECITO HIGH PRECISION GEODETIC CONTROL NETWORK AS SHOWN ON THE MAP FILED IN BOOK 212, PAGE 48 THROUGH 52 OF RECORD OF SURVEYS.

NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) MONTECITO HIGH PRECISION GEODETIC NETWORK AS SHOWN ON THE MAP FILED IN BOOK 212, PAGE 48 THROUGH 52 OF RECORD OF SURVEYS.

DESIGN JTZ
 DRAWN GMK
 CHECKED CEP
 BID NO. 2024-01
 PAGE _____
 ATLAS _____

SCALE:
 VERT. _____
 HOR. _____

WARNING

0 1/2 1

IF THIS BAR DOES NOT MEASURE 1", THEN DRAWING IS NOT TO SCALE

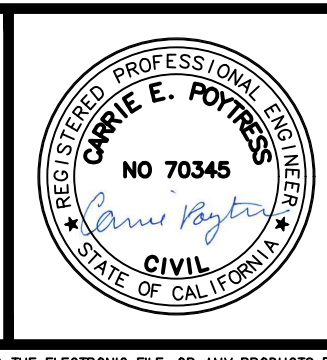
NO.	DATE	REVISION BLOCK	APPD.

PREPARED BY:

Stantec

200 E. Carrillo Street, Suite 101, Santa Barbara, CA 93101
 Phone: (805) 963-9532

CARRIE E. POYTRESS 70,345 EXP. 09/2024
 PROJECT ENGINEER R.C.E. DATE



EROSION CONTROL PLAN AND DETAILS

PROJECT 1

MONTECITO CREEK

MSD PROTECTIVE MEASURES

MONTECITO, CA

MSD PROJECT NO. 2024-01

SHEET 4 OF 4

DWG. NO. AD1-44





PROJECT: PROTECTIVE MEASURES OF DISTRICT FACILITIES (JANUARY 2023 STORM)
 BID NO.: 2024-01

PREPARED: December 3, 2024

DESCRIPTION:

1. Boulder/rip-rap material change for Project 3

Additional Cost = \$22,582.25

*Total Additional Cost = \$22,582.25
 Total Additional Working Days = 0*

REASON FOR CHANGE:

1. *As construction was on-going at Project 3, there was a realization from our Contractor (Cushman) and the rock supplier (Bee-Rock) that we were going to run out of rip-rap supply for this project as well as Project 1 and 4. The reason for the lack of supply was due to the delay in the project due to permitting issues, as rock that was previously secured was being sold off for other projects. Cushman was able to source similar rock from a different supplier (Crye). The Crye rock, while similar price on a material basis, was not as local as the Bee-Rock; thus, hauling fees were significant. Cushman calculated the extra material cost for the Crye rock to be \$43.72 per ton, compared to their original material price figure at the time of the bid. The District approved the switch to the Crye rock, as options were limited, and completion of the project prior to the upcoming wet season would not be feasible. The cost difference above is for Project 3 and equates to approximately 517 tons of placed rip-rap.*

Original Contract Amount.....	\$1,154,865.00
Total Contract Amount Change by Previous Change Orders.....	\$199,846.85
Contract Amount Prior to this Change Order:.....	\$1,354,721.85
Contract Amount to be Increased by this Change Order.....	\$22,582.25
Final Adjusted Contract Amount.....	\$1,377,297.10
Original Contract Working Days.....	44 Days
Total Change of Contract Working Days by Previous Change Orders.....	35 Days
Contract Working Days Prior to Change Order.....	79 Days

Contract Working Days to be Increased by this Change Order.....	0 Days
Final Adjusted Working Days.....	79 Days

The changes noted above, in both time and costs, include all compensation and adjustments for all changes, both direct and indirect, including scheduling and sequence of work, equipment and material delivery, project acceleration, costs for labor, material, equipment, incidental items and supervision, and extended overhead.

This adjustment shall include full payment for all items required for such work, including, without limitation: all compensation for all direct and indirect costs for such work; costs for adjustments to scheduling and sequence of work; equipment; materials delivery; project "acceleration"; costs for labor, material, equipment and incidental items; overhead costs and supervision, including all extended overhead and office overhead of every nature and description.

ACCEPTED: _____ *12/09/2024*
Cushman Contracting Corporation Date

APPROVED: _____ 12/9/2024
General Manager, Montecito Sanitary District Date

Attachments:

- Cushman Proposal dated October 31, 2024 – Delta Cost Difference
- Cushman Proposal dated October 31, 2024 – Cost Difference at Project 3

DISTRIBUTION:

Frankie Ortiz, Cushman Contracting, frankie@cushmancontracting.com
 Alex Champman, MNS Engineers, achapman@mnsengineers.com
 Joe Scholle, MNS Engineers, jscholle@mnsengineers.com
 Bryce Swetek, MSD, bswetek@montsan.org
 John Weigold, MSD, jweigold@montsan.org



Montecito Sanitary District (MSD)
1042 Monte Cristo Lane
Santa Barbara, CA 93101

10/31/2024

ATTN: Bryce Swetek, P.E.
Engineering Manager

REF: MSD Protective Measures of District Facilities

Subject: Delta Cost Difference Update

Mr. Swetek,

In response to the Districts inquiries regarding Granite Bee Rock baseline costs. We revised the delta below to match our material pricing in our bid.

- Project 1
Granite Rock Bid Cost - \$98.71
Crye Rock Cost - \$135.67
Delta - \$36.96
MTL Mark Up 15% - \$5.44
Total Delta - \$42.40/Ton
- Project 3
Granite Rock Bid Cost - \$97.65
Crye Rock Cost - \$135.67
Delta - \$38.02
MTL Mark Up 15% - \$5.70
Total Delta - \$43.72/Ton
- Project 4
Granite Rock Bid Cost - \$95.95
Crye Rock Cost - \$135.67
Delta - \$39.72
MTL Mark Up 15% - \$5.96
Total Delta = \$45.68/Ton

This Delta Cost will be used in combination with total tonnage at each site upon completion. Feel free to contact me or Lee Cushman.

Sincerely,



Montecito Sanitary District (MSD)
1042 Monte Cristo Lane
Santa Barbara, CA 93101

10/31/2024

ATTN: Bryce Swetek, P.E.
Engineering Manager

REF: MSD Protective Measures of District Facilities

Subject: Delta Cost Difference For Project Location #3 "Updated"

Mr. Swetek,

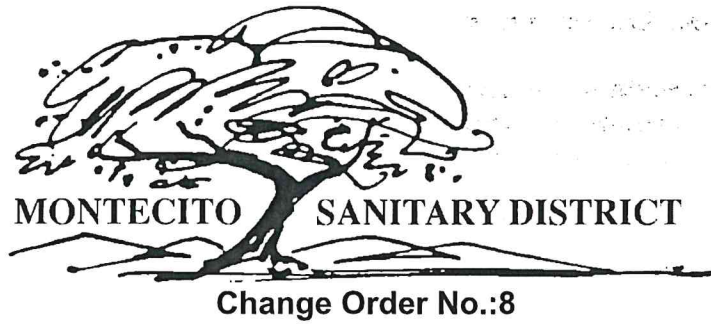
Per your request, We have revised the lump sum cost at Project #3. The price below represents the total quantity of rock sourced from SLO county multiplied by the revised differential cost as shown on CCC letter dated 10/31/24

- 22,582.25 Differential

If you have any questions or would like to discuss this change order in more detail, please contact me or Lee Cushman.

Sincerely,

Frankie Ortiz



PROJECT: PROTECTIVE MEASURES OF DISTRICT FACILITIES (JANUARY 2023 STORM)
 BID NO.: 2024-01

PREPARED: December 3, 2024

DESCRIPTION:

1. Boulder/rip-rap material change for Project 1

Additional Cost = \$14,578.39

Total Additional Cost = \$14,578.39
Total Additional Working Days = 0

REASON FOR CHANGE:

1. As construction was on-going at Project 3, there was a realization from our Contractor (Cushman) and the rock supplier (Bee-Rock) that we were going to run out of rip-rap supply for this project as well as Project 1 and 4. The reason for the lack of supply was due to the delay in the project due to permitting issues, as rock that was previously secured was being sold off for other projects. Cushman was able to source similar rock from a different supplier (Crye). The Crye rock, while similar price on a material basis, was not as local as the Bee-Rock; thus, hauling fees were significant. Cushman calculated the extra material cost for the Crye rock to be \$42.40 per ton, compared to their original material price figure at the time of the bid. The District approved the switch to the Crye rock, as options were limited, and completion of the project prior to the upcoming wet season would not be feasible. The cost difference above is for Project 1 and equates to approximately 344 tons of placed rip-rap.

Original Contract Amount.....	\$1,154,865.00
Total Contract Amount Change by Previous Change Orders.....	\$222,432.10
Contract Amount Prior to this Change Order:.....	\$1,377,297.10
Contract Amount to be Increased by this Change Order.....	\$14,579.39
Final Adjusted Contract Amount.....	\$1,391,875.49
Original Contract Working Days.....	44 Days
Total Change of Contract Working Days by Previous Change Orders.....	35 Days
Contract Working Days Prior to Change Order.....	79 Days

Contract Working Days to be Increased by this Change Order.....	0 Days
Final Adjusted Working Days.....	79 Days

The changes noted above, in both time and costs, include all compensation and adjustments for all changes, both direct and indirect, including scheduling and sequence of work, equipment and material delivery, project acceleration, costs for labor, material, equipment, incidental items and supervision, and extended overhead.

This adjustment shall include full payment for all items required for such work, including, without limitation: all compensation for all direct and indirect costs for such work; costs for adjustments to scheduling and sequence of work; equipment; materials delivery; project "acceleration"; costs for labor, material, equipment and incidental items; overhead costs and supervision, including all extended overhead and office overhead of every nature and description.

ACCEPTED:  12/09/2024

Cushman Contracting Corporation *Date*

APPROVED:  12/9/2024

General Manager, Montecito Sanitary District *Date*

Attachments:

- Cushman Proposal dated October 31, 2024 – Delta Cost Difference
- Cushman Proposal dated December 3, 2024 – Cost Difference at Project 1

DISTRIBUTION:

Frankie Ortiz, Cushman Contracting, frankie@cushmancontracting.com
 Alex Champman, MNS Engineers, achapman@mnsengineers.com
 Joe Scholle, MNS Engineers, jscholle@mnsengineers.com
 Bryce Swetek, MSD, bswetek@montsan.org
 John Weigold, MSD, jweigold@montsan.org



Montecito Sanitary District (MSD)
1042 Monte Cristo Lane
Santa Barbara, CA 93101

10/31/2024

ATTN: Bryce Swetek, P.E.
Engineering Manager

REF: MSD Protective Measures of District Facilities

Subject: Delta Cost Difference Update

Mr. Swetek,

In response to the Districts inquiries regarding Granite Bee Rock baseline costs. We revised the delta below to match our material pricing in our bid.

- Project 1
Granite Rock Bid Cost - \$98.71
Crye Rock Cost - \$135.67
Delta - \$36.96
MTL Mark Up 15% - \$5.44
Total Delta - \$42.40/Ton

- Project 3
Granite Rock Bid Cost - \$97.65
Crye Rock Cost - \$135.67
Delta - \$38.02
MTL Mark Up 15% - \$5.70
Total Delta - \$43.72/Ton

- Project 4
Granite Rock Bid Cost - \$95.95
Crye Rock Cost - \$135.67
Delta - \$39.72
MTL Mark Up 15% - \$5.96
Total Delta = \$45.68/Ton

This Delta Cost will be used in combination with total tonnage at each site upon completion. Feel free to contact me or Lee Cushman.

Sincerely,



Montecito Sanitary District (MSD)
1042 Monte Cristo Lane
Santa Barbara, CA 93101

12/03/2024

ATTN: Bryce Swetek, P.E.
Engineering Manager

REF: MSD Protective Measures of District Facilities

Subject: Delta Cost Difference for Project Location #1

Mr. Swetek,

Due to lack of permits the start of work was delayed. This delayed CCC's procurement of materials from the local quarry. Subsequently the local quarry sold out of material. The price below represents the total quantity of rock sourced from SLO county multiplied by the revised differential cost as shown on CCC letter dated 10/31/24 for project location #1.

- \$14,578.39 Project #1 Differential

If you have any questions or would like to discuss this change order in more detail, please contact Jim Dinning or myself.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Frankie Ortiz', is written over a light blue rectangular background.

Frankie Ortiz



PROJECT: PROTECTIVE MEASURES OF DISTRICT FACILITIES (JANUARY 2023 STORM)
 BID NO.: 2024-01

PREPARED: December 3, 2024

DESCRIPTION:

- 1. Boulder/rip-rap material change for Project 4

Additional Cost = \$5,313.49

Total Additional Cost = \$5,313.49

Total Additional Working Days = 0

REASON FOR CHANGE:

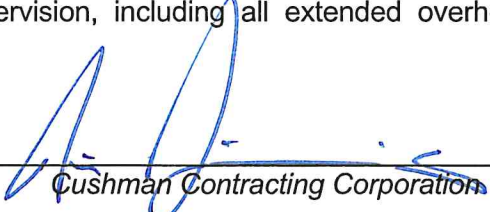
- 1. *As construction was on-going at Project 3, there was a realization from our Contractor (Cushman) and the rock supplier (Bee-Rock) that we were going to run out of rip-rap supply for this project as well as Project 1 and 4. The reason for the lack of supply was due to the delay in the project due to permitting issues, as rock that was previously secured was being sold off for other projects. Cushman was able to source similar rock from a different supplier (Crye). The Crye rock, while similar price on a material basis, was not as local as the Bee-Rock; thus, hauling fees were significant. Cushman calculated the extra material cost for the Crye rock to be \$45.68 per ton, compared to their original material price figure at the time of the bid. The District approved the switch to the Crye rock, as options were limited, and completion of the project prior to the upcoming wet season would not be feasible. The cost difference above is for Project 4 and equates to approximately 116 tons of placed rip-rap.*


Original Contract Amount.....	\$1,154,865.00
Total Contract Amount Change by Previous Change Orders.....	\$237,010.49
Contract Amount Prior to this Change Order:.....	\$1,391,875.49
Contract Amount to be Increased by this Change Order.....	\$5,313.49
Final Adjusted Contract Amount.....	\$1,397,188.98
Original Contract Working Days.....	44 Days
Total Change of Contract Working Days by Previous Change Orders.....	35 Days

Contract Working Days Prior to Change Order.....	79 Days
Contract Working Days to be Increased by this Change Order.....	0 Days
Final Adjusted Working Days.....	79 Days

The changes noted above, in both time and costs, include all compensation and adjustments for all changes, both direct and indirect, including scheduling and sequence of work, equipment and material delivery, project acceleration, costs for labor, material, equipment, incidental items and supervision, and extended overhead.

This adjustment shall include full payment for all items required for such work, including, without limitation: all compensation for all direct and indirect costs for such work; costs for adjustments to scheduling and sequence of work; equipment; materials delivery; project "acceleration"; costs for labor, material, equipment and incidental items; overhead costs and supervision, including all extended overhead and office overhead of every nature and description.

ACCEPTED: _____  _____ **12/09/2024**
Cushman Contracting Corporation Date

APPROVED: _____  _____ **12/9/2024**
General Manager, Montecito Sanitary District Date

Attachments:

- Cushman Proposal dated October 31, 2024 – Delta Cost Difference
- Cushman Proposal dated December 3, 2024 – Cost Difference at Project 4

DISTRIBUTION:

Frankie Ortiz, Cushman Contracting, frankie@cushmancontracting.com
 Alex Champman, MNS Engineers, achapman@mnsengineers.com
 Joe Scholle, MNS Engineers, jscholle@mnsengineers.com
 Bryce Swetek, MSD, bswetek@montsan.org
 John Weigold, MSD, jweigold@montsan.org



Montecito Sanitary District (MSD)
1042 Monte Cristo Lane
Santa Barbara, CA 93101

10/31/2024

ATTN: Bryce Swetek, P.E.
Engineering Manager

REF: MSD Protective Measures of District Facilities

Subject: Delta Cost Difference Update

Mr. Swetek,

In response to the Districts inquiries regarding Granite Bee Rock baseline costs. We revised the delta below to match our material pricing in our bid.

- Project 1
Granite Rock Bid Cost - \$98.71
Crye Rock Cost - \$135.67
Delta - \$36.96
MTL Mark Up 15% - \$5.44
Total Delta - \$42.40/Ton

- Project 3
Granite Rock Bid Cost - \$97.65
Crye Rock Cost - \$135.67
Delta - \$38.02
MTL Mark Up 15% - \$5.70
Total Delta - \$43.72/Ton

- Project 4
Granite Rock Bid Cost - \$95.95
Crye Rock Cost - \$135.67
Delta - \$39.72
MTL Mark Up 15% - \$5.96
Total Delta = \$45.68/Ton

This Delta Cost will be used in combination with total tonnage at each site upon completion. Feel free to contact me or Lee Cushman.

Sincerely,



Montecito Sanitary District (MSD)
1042 Monte Cristo Lane
Santa Barbara, CA 93101

12/03/2024

ATTN: Bryce Swetek, P.E.
Engineering Manager

REF: MSD Protective Measures of District Facilities

Subject: Delta Cost Difference for Project Location #4

Mr. Swetek,

Due to lack of permits the start of work was delayed. This delayed CCC's procurement of materials from the local quarry. Subsequently the local quarry sold out of material. The price below represents the total quantity of rock sourced from SLO county multiplied by the revised differential cost as shown on CCC letter dated 10/31/24 for project locations #4

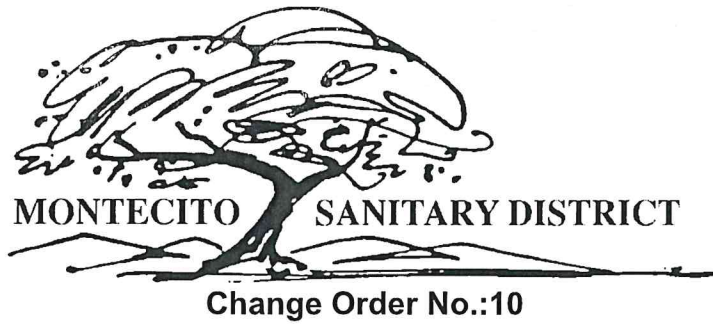
- \$5,313.49 Project #4 Differential

If you have any questions or would like to discuss this change order in more detail, please contact Jim Dinning or myself.

Sincerely,

A handwritten signature in blue ink, appearing to read 'F. Ortiz', is written over a light blue rectangular background.

Frankie Ortiz



PROJECT: PROTECTIVE MEASURES OF DISTRICT FACILITIES (JANUARY 2023 STORM)
 BID NO.: 2024-01

PREPARED: December 3, 2024

DESCRIPTION:

1. Survey of T&M Work at Project 2

Additional Cost = \$1,350.00

Total Additional Cost = \$1,350.00

Total Additional Working Days = 0

REASON FOR CHANGE:

1. As part of the T&M work completed at Project 2, the District wanted to have survey information to help identify key information for providing record drawings. Cushman proceeded to provide these services on a T&M basis.

Original Contract Amount.....	\$1,154,865.00
Total Contract Amount Change by Previous Change Orders.....	\$242,323.98
Contract Amount Prior to this Change Order:.....	\$1,397,188.98
Contract Amount to be Increased by this Change Order.....	\$1,350.00
Final Adjusted Contract Amount.....	\$1,398,538.98
Original Contract Working Days.....	44 Days
Total Change of Contract Working Days by Previous Change Orders.....	35 Days
Contract Working Days Prior to Change Order.....	79 Days
Contract Working Days to be Increased by this Change Order.....	0 Days
Final Adjusted Working Days.....	79 Days

The changes noted above, in both time and costs, include all compensation and adjustments for all changes, both direct and indirect, including scheduling and sequence of work, equipment and material delivery, project

acceleration, costs for labor, material, equipment, incidental items and supervision, and extended overhead.

This adjustment shall include full payment for all items required for such work, including; without limitation: all compensation for all direct and indirect costs for such work; costs for adjustments to scheduling and sequence of work; equipment; materials delivery; project "acceleration"; costs for labor, material, equipment and incidental items; overhead costs and supervision, including all extended overhead and office overhead of every nature and description.

ACCEPTED:


Cushman Contracting Corporation

12/09/2024
Date

APPROVED:


General Manager, Montecito Sanitary District

12/9/2024
Date

Attachments:

- Cushman Proposal dated November 19, 2024

DISTRIBUTION:

Frankie Ortiz, Cushman Contracting, frankie@cushmancontracting.com
Alex Chapman, MNS Engineers, achapman@mnsengineers.com
Joe Scholle, MNS Engineers, jscholle@mnsengineers.com
Bryce Swetek, MSD, bswetek@montsan.org
John Weigold, MSD, jweigold@montsan.org



Montecito Sanitary District (MSD)
1042 Monte Cristo Lane
Santa Barbara, CA 93101

11/19/2024

ATTN: Bryce Swetek, P.E.
Engineering Manager

REF: MSD Protective Measures of District Facilities

Subject: Project 2 T&M Scour Area Remediation

Mr. Swetek,

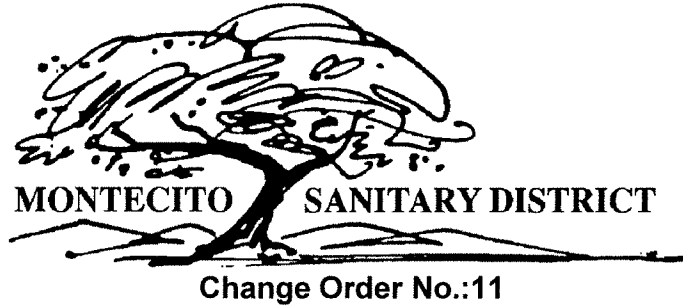
It was agreed between the District and CCC to survey the T&M Work at Scour Area Remediation for As Built. The lump Sum Price for survey of T&M Scour Area Remediation total is below.

- \$1,350

If you have any questions or would like to discuss this change order in more detail, please contact Jim Dinning or myself.

Sincerely,

Frankie Ortiz



PROJECT: PROTECTIVE MEASURES OF DISTRICT FACILITIES (JANUARY 2023 STORM)
 BID NO.: 2024-01

PREPARED: January 8, 2025

DESCRIPTION:

1. *Grading and Fence Repair T&M Work at Project 2*

Additional Cost = \$17,230.01

Total Additional Cost = \$17,230.01

Total Additional Working Days = 3

REASON FOR CHANGE:

1. *On November 27, a property owner reached out to the District mentioning some drainage issues as well as damage to her fence during our construction efforts. District staff performed a site visit to confirm the claims and agreed to execute repairs. The District informed Cushman of the damage and a scope of work was developed to execute the restoration of the grading/fence to the property owner's satisfaction. Cushman required to hire a fence contractor, Fence Factory, as subcontractor to help perform some of the work. The fence work was done as a contracted amount while the grading was done on time and materials (T&M) basis.*

Original Contract Amount.....	\$1,154,865.00
Total Contract Amount Change by Previous Change Orders.....	\$243,673.98
Contract Amount Prior to this Change Order:.....	\$1,398,538.98
Contract Amount to be Increased by this Change Order.....	\$17,230.01
Final Adjusted Contract Amount.....	\$1,415,768.99
Original Contract Working Days.....	44 Days
Total Change of Contract Working Days by Previous Change Orders.....	35 Days
Contract Working Days Prior to Change Order.....	79 Days
Contract Working Days to be Increased by this Change Order.....	3 Days
Final Adjusted Working Days.....	82 Days

The changes noted above, in both time and costs, include all compensation and adjustments for all changes, both direct and indirect, including scheduling and sequence of work, equipment and material delivery, project acceleration, costs for labor, material, equipment, incidental items and supervision, and extended overhead.

This adjustment shall include full payment for all items required for such work, including, without limitation: all compensation for all direct and indirect costs for such work; costs for adjustments to scheduling and sequence of work; equipment; materials delivery; project "acceleration"; costs for labor, material, equipment and incidental items; overhead costs and supervision, including all extended overhead and office overhead of every nature and description.

ACCEPTED:



Cushman Contracting Corporation

1/8/25

Date

APPROVED:



General Manager, Montecito Sanitary District

1/8/2025

Date

Attachments:

- Cushman Proposal dated January 2, 2025

DISTRIBUTION:

Frankie Ortiz, Cushman Contracting, frankie@cushmancontracting.com
Alex Chapman, MNS Engineers, achapman@mnsengineers.com
Joe Scholle, MNS Engineers, jscholle@mnsengineers.com
Bryce Swetek, MSD, bswetek@montsan.org
John Weigold, MSD, jweigold@montsan.org



Montecito Sanitary District (MSD)
1042 Monte Cristo Lane
Santa Barbara, CA 93101

01/02/2025

ATTN: Bryce Swetek, P.E.
Engineering Manager

REF: MSD Protective Measures of District Facilities

Subject: Change Order for Project 2 Fence Repair T&M

Mr. Swetek,

Per the Districts direction CCC remobilized and coordinated with subcontractor for fence repair at location #2. CCC is requesting a change order for the additional work at 204 Olive Mill Rd in the amount below. Please contact Jim Dinning or myself if you have any questions or concerns.

- \$17,230.01

Sincerely,

Frankie Ortiz

Cushman Contracting Corporation
(MSD)PROTECTIVE MEASURES OF DISTRICT FACILITIES
CO- #12 T&M Summary Page

Invoice No. 1
Work Period: 12/01/24-01/31/25

DEWR DATE	DEWR NO.	DEWR AMOUNT	ITF COMPLETED?
12/16/24	01	\$ 2,590.80	Yes
12/17/24	02	\$ 8,398.21	Yes
01/02/25	03	\$ 6,241.00	Yes

INVOICE #01 DEWR SUBTOTAL		\$ 17,230.01	
		\$ -	
INVOICE #01 ITF RECEIVED THIS MONTH SUBTOTAL			
INVOICE #01 TOTAL		\$ 17,230.01	

INVOICE #01 ITF RECEIVED THIS MONTH SUBTOTAL			\$ -

**CUSHMAN CONTRACTING CORPORATION
DAILY EXTRA WORK REPORT**

JOB NAME: (MSD) Protective Measures of District Facilities DATE PERFORMED: 12/16/24

Fence Repair

WORK PERFORMED BY: CUSHMAN CONTRACTING CORPORATION PCO NO. 05 REPORT NO. 01

DESCRIPTION OF WORK: _____ CONTRACTOR JOB NO. 2407

T&M work per (MSD) direction. CCC scheduled 10 yd bin for removal of excavated dirt. CCC coordinate with
subcontractor for fence repair at 204 Olive mill rd. Crew relocated staged material along fence line , excavate
dirt to match grade inside fence. Load all dirt into 10 yd dumpster , dig along fence for remove and replace work.
Meet with district representative for inspection. Conditional meeting w/home owner. Coordinate 10 yd bin
pick up. Jobsite pick up.

EQUIP. NO.	EQUIPMENT	HOURS	HOURLY RATE	EXTENDED AMOUNTS	CRAFT	LABOR	HOURS		HRLY. RATE INCL CONTRIBUTIONS	EXTENDED AMOUNTS
							ST	OT		
T-63	Ford F-250	8	\$ 24.00	\$ 192.00	SUPER	J. Dinning	8		\$ 150.00	\$ 1,200.00
	Small Tools	8	NC	\$ -	PE	F.Ortiz	2		\$ 90.00	\$ 180.00
					LABOR	C. Andrade	5		\$ 101.00	\$ 505.00
EQUIPMENT SUB-TOTAL \$ 192.00						LABOR SUB-TOTAL \$ 1,885.00				
MATERIAL AND/OR WORK DONE BY SPECIALISTS										
	DESCRIPTION	NO.	UNIT	UNIT COST	EXT. AMT	SUBSISTENCE	NO.	1	\$ 90.00	\$ 90.00
						TRAVEL/LODGING EXPENSE	NO.	0	\$ -	\$ -
	Marborg - 11 yd bin			ITF	\$ -					
	United - Mini - X			ITF	\$ -					
MATERIAL AND SPECIALIST SUB-TOTAL \$ -						TOTAL LABOR COST \$ 1,975.00				

CONTRACTOR'S REPRESENTATIVE

OWNER'S REPRESENTATIVE

MARKUP ON LABOR COST	20%	\$ 395.00
MARKUP ON EQUIPMENT COST	15%	\$ 28.80
MARKUP ON MATERIAL & SPECIALIST WORK COST	15%	\$ -
MARKUP ON SUBCONTRACTOR COST	0%	
TOTAL THIS REPORT		\$ 2,590.80

**CUSHMAN CONTRACTING CORPORATION
DAILY EXTRA WORK REPORT**

JOB NAME: (MSD) Protective Measures of District Facilities DATE PERFORMED: 12/17/24
Fence Repair
WORK PERFORMED BY: CUSHMAN CONTRACTING CORPORATION PCO NO. 05 REPORT NO. 02
DESCRIPTION OF WORK: CONTRACTOR JOB NO. 2407

T&M work per (MSD) direction. Marborg picked up 11 yd bin with excavated dirt . Fence factory onsite for repair of
existing Fence. Jim D assist fence factory sub with digging , grading. Assist with removal and replacment of fence.
Jobsite pick up.

EQUIP. NO.	EQUIPMENT	HOURS	HOURLY RATE	EXTENDED AMOUNTS	CRAFT	LABOR	HOURS		HRLY. RATE INCL CONTRIBUTIONS	EXTENDED AMOUNTS
							ST	OT		
T-63	Ford F-250	8	\$ 24.00	\$ 192.00	SUPER	J. Dinning	8		\$ 150.00	\$ 1,200.00
	Small Tools	0	NC	\$ -	PE	F.Ortiz	1		\$ 90.00	\$ 90.00
EQUIPMENT SUB-TOTAL \$ 192.00						LABOR SUB-TOTAL \$ 1,290.00				
MATERIAL AND/OR WORK DONE BY SPECIALISTS						SUBSISTENCE NO. 0 \$ 90.00 \$ - TRAVEL/LODGING EXPENSE NO. 0 \$ - \$ -				
	DESCRIPTION	NO.UNIT	UNIT COST	EXT. AMT						
	Marborg - 11 yd bin		\$ 923.60	\$ 923.60						
	Fence Factory	LS	\$ 3,552.00	\$ 3,552.00						
	United Rentals - Mini excavator		\$ 1,289.10	\$ 1,289.10						
MATERIAL AND SPECIALIST SUB-TOTAL \$ 5,764.70						TOTAL LABOR COST \$ 1,290.00				

 CONTRACTOR'S REPRESENTATIVE

 OWNER'S REPRESENTATIVE

MARKUP ON LABOR COST	20%	\$ 258.00
MARKUP ON EQUIPMENT COST	15%	\$ 28.80
MARKUP ON MATERIAL & SPECIALIST WORK COST	15%	\$ 864.71
MARKUP ON SUBCONTRACTOR COST	0%	
TOTAL THIS REPORT		\$ 8,398.21



BRANCH 511
3665 MARKET ST
VENTURA CA 93003-5107
805-644-7319

Job site

PROTECTIVE MEASURES PROJECT 2
196 SANTA ELENA LN
MONTECITO CA 93108-2513

Office: 805-964-8661

Customer # : 32685
Invoice Date : 12/19/24
Rental Out : 12/16/24 07:00 AM
Rental In : 12/17/24 12:56 PM
UR Job Loc : 196 SANTA ELENA LN,
UR Job # : 158
Customer Job ID:
P.O. # : SITE 2
Ordered By : JIM DINNING
Reserved By : JACK OSTRANDER
Salesperson : JACK OSTRANDER

CUSHMAN CONTRACTING CORPORATIO
PO BOX 147
GOLETA CA 93116-1416

Invoice Amount: \$1,289.10

Terms: Due Upon Receipt
Payment options: Contact our credit office 980-342-2293
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
P.O. BOX 051122
LOS ANGELES CA 90074-1122

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	11859485	MINI EXCAVATOR 7400-9199# Make: TAKEUCHI Model: TB235-2R Serial: 123605688 Meter out: 249.90 Meter in: 252.20		376.00	1,101.00	2,814.00	752.00
1	907/0545	MINI EXCAVATOR BUCKET 24"					N/C
						Rental Subtotal:	752.00
SALES/MISCELLANEOUS ITEMS:							
Qty	Item		Price		Unit of Measure		Extended Amt.
1	CA PERSONAL PROP TAX REIMB CHARGE	[DRSURCA/MCI]	5.640		EACH		5.64
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	15.040		EACH		15.04
1	DELIVERY CHARGE		215.000		EACH		215.00
1	PICKUP CHARGE		215.000		EACH		215.00
						Sales/Misc Subtotal:	450.68
						Agreement Subtotal:	1,202.68
						Tax:	86.42
						Total:	1,289.10

COMMENTS/NOTES:

CONTACT: JIM DINNING
CELL#: 805-746-7947
ROLL BACK ONLY**

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

FENCE FACTORY GOLETA
60 SOUTH KELLOGG
GOLETA, CA 93117-3417

Invoice No. 238907
Date: 12/28/24
Page No. 1

Phone: (805)964-8641
Fax: (805)967-6328

Sold CUSHMAN CONTRACTING CORP
To PO BOX 147
GOLETA, CA 93116-0147

Ship FRANKIE ORTIZ
To PROJECT ENGINEER
204 OLIVE MILL RD
MONTECITO, CA 93108

Cust 1023 Ship date 12/28/24 Ship via INSTALLATION
Salesman FRA Terms CASH CUSTOMER

Quantity	Unit	Item Number	Description	Price	Unit	Extension
1	EACH	1	SALES - CONTRACT FURNISH & INSTALL/ REMOVE & REPLACE DAMAGED CHAIN LINK FABRIC. APPROX. 50' OF NEW CHAIN LINK FENCE.	3552.00	EACH	3,552.00

PLEASE PAY FROM THIS INVOICE ALL
INVOICES ARE DUE UPON RECEIPT
SERVICE CHARGES WILL BE ADDED AT
THE RATE OF 1 1/2% PER MONTH
(18% ANNUAL) TO UNPAID INVOICES
FROM THE DUE DATE

Str: 22 Reg:220 Drw:220 Usr:RN 11:14
AR 3,552.00

Sale Amt	3,552.00
Sales Tax	.00
Total	3,552.00
Pmt Rec'd	.00
Bal Due	3,552.00

**CUSHMAN CONTRACTING CORPORATION
DAILY EXTRA WORK REPORT**

JOB NAME: (MSD) Protective Measures of District Facilities DATE PERFORMED: 01/02/25
Fence Repair
WORK PERFORMED BY: CUSHMAN CONTRACTING CORPORATION PCO NO. 05 REPORT NO. 03
DESCRIPTION OF WORK: _____ CONTRACTOR JOB NO. 2407

T&M work per (MSD) direction. Fence Factory onsite for fence repair.

EQUIP. NO.	EQUIPMENT	HOURS	HOURLY RATE	EXTENDED AMOUNTS	CRAFT	LABOR	HOURS		HRLY. RATE INCL CONTRIBUTIONS	EXTENDED AMOUNTS	
							ST	OT			
T-63	Ford F-250	5	\$ 24.00	\$ 120.00	SUPER	J. Dinning	5		\$ 150.00	\$ 750.00	
					PE	F.Ortiz	1		\$ 90.00	\$ 90.00	
EQUIPMENT SUB-TOTAL						\$ 120.00	LABOR SUB-TOTAL			\$ 840.00	
MATERIAL AND/OR WORK DONE BY SPECIALISTS						SUBSISTENCE		NO.	0	\$ 90.00	\$ -
DESCRIPTION						TRAVEL/LODGING EXPENSE		NO.	0	\$ -	\$ -
	Fence Factory	LS	\$ 5,095.00	\$ 5,095.00							
MATERIAL AND SPECIALIST SUB-TOTAL						\$ 5,095.00	TOTAL LABOR COST			\$ 840.00	

CONTRACTOR'S REPRESENTATIVE

OWNER'S REPRESENTATIVE

MARKUP ON LABOR COST	20%	\$ 168.00
MARKUP ON EQUIPMENT COST	15%	\$ 18.00
MARKUP ON MATERIAL & SPECIALIST WORK COST	15%	\$ -
MARKUP ON SUBCONTRACTOR COST	0%	
TOTAL THIS REPORT		\$ 6,241.00

Invoice

GOLETA DIVISION

60 S. Kellogg Ave. • Goleta, CA 93117 • Ph (805) 964-8641 • www.fencefactory.com

Job Site: **204 Olive Mill Road**
Address **Montecito, CA 93108**



Bill To: **Cushman Contracting Corp**
Address **P.O. Box 147**
Goleta, CA 93116-0147
E: frankie@cushmancontracting.com
Ph# **805-964-8661**

Invoice Number: **1023-IN**
Date: **11/27/24**
Customer Number: **1023**
Job Complete: ***Open***
Salesperson: **Franko Osegueda**
Customer's P.O.: **Contract**

DESCRIPTION OF WORK

1. Sales Contract – Furnish & Install: Extra Work-----
Remove & replace one damaged post. Remove & replace approx. 12' of damaged chain link fabric. Remove & replace approx. 79' of damaged windscreen.

5,095.00

- Contact: Frankie Ortiz – Project Engineer

Note: Credit Card payments are accepted over the phone
(at no additional charge)

Subtotal:	\$5,095.00
Prepayment Received:	0.00
Total Due Upon Receipt:	\$5,095.00

We appreciate your business - Thank You!

Please detach and include bottom portion with payment.

✂-----

Customer No.: 1023
Invoice No.: *Deposit*

Amount Enclosed: \$

Discover/ VISA/MC/AX: #	Expires:	CVV:
----------------------------	----------	------

Note: Payment by check is also accepted, please mail to address below © thank you.

Return To: **Fence Factory Goleta**
60 S Kellogg Avenue
Goleta, CA 93117



ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL	PERIOD			PREVIOUS			TOTAL		
						COMPLETE/UNIT	UNIT	TOTAL	COMPLETE/UNIT	UNIT	TOTAL	COMPLETE/UNIT	TOTAL	
PROJECT 1														
1	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ 72,000	\$ 72,000	0%	LS	\$ -	100%	LS	\$ 72,000.00	100%	\$ 72,000.00	
2	TRAFFIC CONTROL	1	LS	\$ 14,000	\$ 14,000	0%	LS	\$ -	100%	LS	\$ 14,000.00	100%	\$ 14,000.00	
3	SHEETING ,SHORING, AND BRACING	1	LS	\$ 2,100	\$ 2,100	0%	LS	\$ -	100%	LS	\$ 2,100.00	100%	\$ 2,100.00	
4	TEMPORARY EARTHEN ACCESS RAMP	1	LS	\$ 25,000	\$ 25,000	0%	LS	\$ -	100%	LS	\$ 25,000.00	100%	\$ 25,000.00	
5	REMOVE AND RELOCATE EXISTING ROCKS	97	CY	\$ 150	\$ 14,550	0	CY	\$ -	125	CY	\$ 18,750.00	125	\$ 18,750.00	
6	ANGULAR BOULDERS (ROCK RIP RAP) **	113	CY	\$ 1,000	\$ 113,000	0	CY	\$ -	180	CY	\$ 180,000.00	180	\$ 180,000.00	
7	LANDSCAPE REMOVAL AND SITE RESTORATION	1	LS	\$ 5,000	\$ 5,000	0%	LS	\$ -	100%	LS	\$ 5,000.00	100%	\$ 5,000.00	
8	PROTECTION OF EXISTING INFASTRUCTURE	1	LS	\$ 2,800	\$ 2,800	0%	LS	\$ -	100%	LS	\$ 2,800.00	100%	\$ 2,800.00	
9	CONCRETE ENCASMENT	1	LS	\$ 13,000	\$ 13,000	0%	LS	\$ -	100%	LS	\$ 13,000.00	100%	\$ 13,000.00	
10	EROSION AND SEDIMENT CONTROL MEASURES	1	LS	\$ 13,000	\$ 13,000	0%	LS	\$ -	100%	LS	\$ 13,000.00	0%	\$ 13,000.00	
11	BLOCK NETS	50	LF	\$ 70	\$ 3,500	0	LF	\$ -	100	LF	\$ 7,000.00	100	\$ 7,000.00	
PROJECT 2														
1	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ 70,000	\$ 70,000	0%	LS	\$ -	100%	LS	\$ 70,000.00	100%	\$ 70,000.00	
2	TRAFFIC CONTROL	1	LS	\$ 6,000	\$ 6,000	0%	LS	\$ -	100%	LS	\$ 6,000.00	100%	\$ 6,000.00	
3	SHEETING ,SHORING, AND BRACING	1	LS	\$ 2,100	\$ 2,100	0%	LS	\$ -	100%	LS	\$ 2,100.00	100%	\$ 2,100.00	
4	TEMPORARY EARTHEN ACCESS RAMP	1	LS	\$ 15,000	\$ 15,000	0%	LS	\$ -	100%	LS	\$ 15,000.00	100%	\$ 15,000.00	
5	REMOVE AND RELOCATE EXISTING ROCKS FOR ACCESS	1	LS	\$ 11,500	\$ 11,500	0%	LS	\$ -	100%	LS	\$ 11,500.00	100%	\$ 11,500.00	
6	ANGULAR BOULDERS (ROCK RIP RAP)	49	CY	\$ 1,600	\$ 78,400	0	CY	\$ -	61	CY	\$ 97,600.00	61	\$ 97,600.00	
7	LANDSCAPE REMOVAL AND SITE RESTORATION	1	LS	\$ 15,000	\$ 15,000	0%	LS	\$ -	100%	LS	\$ 15,000.00	100%	\$ 15,000.00	
8	PROTECTION OF EXISTING INFASTRUCTURE	1	LS	\$ 2,800	\$ 2,800	0%	LS	\$ -	100%	LS	\$ 2,800.00	100%	\$ 2,800.00	
9	EROSION AND SEDIMENT CONTROL MEASURES	1	LS	\$ 12,000	\$ 12,000	0%	LS	\$ -	100%	LS	\$ 12,000.00	100%	\$ 12,000.00	
10	BLOCK NETS	60	LF	\$ 58	\$ 3,480	0	LF	\$ -	100	LF	\$ 5,800.00	100	\$ 5,800.00	
PROJECT 3														
1	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ 70,000	\$ 70,000	0%	LS	\$ -	100%	LS	\$ 70,000.00	100%	\$ 70,000.00	
2	TRAFFIC CONTROL	1	LS	\$ 6,700	\$ 6,700	0%	LS	\$ -	100%	LS	\$ 6,700.00	100%	\$ 6,700.00	
3	SHEETING ,SHORING, AND BRACING	1	LS	\$ 2,100	\$ 2,100	0%	LS	\$ -	100%	LS	\$ 2,100.00	100%	\$ 2,100.00	
4	TEMPORARY EARTHEN ACCESS RAMP	1	LS	\$ 15,000	\$ 15,000	0%	LS	\$ -	100%	LS	\$ 15,000.00	100%	\$ 15,000.00	
5	SOIL BACKFILL AND COMPACTION	79	CY	\$ 305	\$ 24,095	0	CY	\$ -	97	CY	\$ 29,585.00	97	\$ 29,585.00	
6	REMOVE AND RELOCATE EXISTING ROCKS AND CUT SOIL	180	CY	\$ 164	\$ 29,520	0	CY	\$ -	126	CY	\$ 20,664.00	126	\$ 20,664.00	
7	ANGULAR BOULDERS (ROCK RIP RAP)	361	CY	\$ 440	\$ 158,840	0	CY	\$ -	513	CY	\$ 225,720.00	513	\$ 225,720.00	
8	LANDSCAPE REMOVAL AND SITE RESTORATION	1	LS	\$ 15,000	\$ 15,000	0%	LS	\$ -	100%	LS	\$ 15,000.00	100%	\$ 15,000.00	
9	PROTECTION OF EXISTING INFASTRUCTURE	1	LS	\$ 28,000	\$ 28,000	0%	LS	\$ -	100%	LS	\$ 28,000.00	100%	\$ 28,000.00	
10	EROSION AND SEDIMENT CONTROL MEASURES	1	LS	\$ 13,500	\$ 13,500	0%	LS	\$ -	100%	LS	\$ 13,500.00	100%	\$ 13,500.00	
11	BLOCK NETS	60	LF	\$ 58	\$ 3,480	0	LF	\$ -	100	LF	\$ 5,800.00	100	\$ 5,800.00	
PROJECT 4														
1	MOBILIZATION AND DEMOBILIZATION	1	LS	\$ 66,000	\$ 66,000	0%	LS	\$ -	100%	LS	\$ 66,000.00	100%	\$ 66,000.00	
2	TRAFFIC CONTROL	1	LS	\$ 13,400	\$ 13,400	0%	LS	\$ -	100%	LS	\$ 13,400.00	100%	\$ 13,400.00	
3	SHEETING ,SHORING, AND BRACING	1	LS	\$ 2,100	\$ 2,100	0%	LS	\$ -	100%	LS	\$ 2,100.00	100%	\$ 2,100.00	
4	DEWATERING AND/OR CREEK BYPASS	1	LS	\$ 41,000	\$ 41,000	0%	LS	\$ -	100%	LS	\$ 41,000.00	100%	\$ 41,000.00	
5	SOIL BACKFILL AND COMPACTION BEHIND WINGWALL	9	CY	\$ 2,600	\$ 23,400	0	CY	\$ -	0	CY	\$ -	0	\$ -	
6	REMOVE AND RELOCATE EXISTING ROCKS AND CUT SOIL	29	CY	\$ 1,000	\$ 29,000	0	CY	\$ -	12	CY	\$ 12,000.00	12	\$ 12,000.00	
7	ANGULAR BOULDERS (ROCK RIP RAP)	55	CY	\$ 1,280	\$ 70,400	0	CY	\$ -	58	CY	\$ 74,240.00	58	\$ 74,240.00	
8	LANDSCAPE REMOVAL AND SITE RESTORATION	1	LS	\$ 20,000	\$ 20,000	0%	LS	\$ -	100%	LS	\$ 20,000.00	100%	\$ 20,000.00	
9	PROTECTION OF EXISTING INFASTRUCTURE	1	LS	\$ 2,800	\$ 2,800	0%	LS	\$ -	100%	LS	\$ 2,800.00	100%	\$ 2,800.00	
10	CONCRETE V- DITCH WITH SANDSTONE CURB	1	LS	\$ 18,000	\$ 18,000	0%	LS	\$ -	100%	LS	\$ 18,000.00	100%	\$ 18,000.00	
11	EROSION AND SEDIMENT CONTROL MEASURES	1	LS	\$ 8,300	\$ 8,300	0%	LS	\$ -	100%	LS	\$ 8,300.00	100%	\$ 8,300.00	
CONTRACT TOTAL				\$	1,154,865	Total Overrun			\$125,494.00	Contract Total		\$1,280,359.00		
CO #	Change Orders (MSD)													
1	Creek Bypass for Projects 2 and 3	1	LS	\$ 84,710.00	\$ 84,710.00	0%	LS	\$ -	100%	LS	\$ 84,710.00	100%	\$ 84,710.00	
2	Relocation of Property's Owner Materials	1	LS	\$ 11,622.00	\$ 11,622.00	0%	LS	\$ -	100%	LS	\$ 11,622.00	100%	\$ 11,622.00	
6	Creek Bypass for Project 1	1	LS	\$ 36,081.52	\$ 36,081.52	0%	LS	\$ -	100%	LS	\$ 36,081.52	100%	\$ 36,081.52	
7	Scour Remediation	1	LS	\$ 67,433.33	\$ 67,433.33	0%	LS	\$ -	100%	LS	\$ 67,433.33	100%	\$ 67,433.33	
8	Delta Difference For Project #3	1	LS	\$ 22,582.25	\$ 22,582.25	0%	LS	\$ -	100%	LS	\$ 22,582.25	100%	\$ 22,582.25	
9	Delta difference for Project #1	1	LS	\$ 14,578.39	\$ 14,578.39	0%	LS	\$ -	100%	LS	\$ 14,578.39	100%	\$ 14,578.39	
10	Delta difference for Project #4	1	LS	\$ 5,313.49	\$ 5,313.49	0%	LS	\$ -	100%	LS	\$ 5,313.49	100%	\$ 5,313.49	
11	Survey As-Built Invoice	1	LS	\$ 1,350.00	\$ 1,350.00	0%	LS	\$ -	100%	LS	\$ 1,350.00	100%	\$ 1,350.00	
12	Fence Repair T&M	1	LS	\$ 17,230.01	\$ 17,230.01	0%	LS	\$ -	100%	LS	\$ 17,230.01	100%	\$ 17,230.01	
CHANGE ORDER TOTAL				\$	260,903.99									
CONTRACT TOTAL WITH CHANGE ORDERS					\$	1,415,768.99	This Period	\$	-	Previous Period	\$	1,541,262.99	\$	1,541,262.99

APPROVED BY CONTRACTOR:  DATE: 01/08/2025
 SIGNED NAME: _____

APPROVED BY OWNER: _____ DATE: _____
 SIGNED NAME: _____

TOTAL AMOUNT EARNED TO DATE: \$ 1,541,262.99
 LESS 2.6 % RETENTION: \$ -
 LESS AMOUNT PREVIOUSLY INVOICED: \$ 1,501,324.50
 TOTAL AMOUNT DUE THIS PERIOD: \$ 39,938.49



Montecito Sanitary District

1042 Monte Cristo Lane
Santa Barbara, CA 93108

A Public Service Agency

Phone: (805) 969-4200
www.montsan.org

MONTECITO SANITARY DISTRICT

STAFF REPORT – 5

DATE: January 13, 2025
TO: Board of Directors
FROM: John Weigold, General Manager
SUBJECT: General Manager Report

The District continues its mission of providing wastewater collection and treatment services. In addition to the daily operations of the District, the following is an update on some of our current ongoing projects and activities.

A. GM Meetings

Since my last report, I attended the Montecito Association meeting on December 10, 2024 and I provided an update on District operations and projects. I also participated in the Montecito Association's "Holiday Magic Car Parade", along with Directors Barrett, Johnson and Glaser in one of the District vehicles decorated in holiday fashion. I additionally attended the Montecito Association Land Use Committee meeting on January 7, 2025 and made a presentation regarding the District's efforts to repair and protect in place our facilities from the 2023 storm damage in the creeks (FEMA project). Lastly, I attended the January 8, 2024 meeting of the Sanitation Agencies Managers Association (SAMA). We received a presentation on Goleta Sanitary District's current project to build a new digester and COGEN capability to burn solid waste and turn it into energy.

B. 2024 Employee of the Year

Jose Flores, Chief Maintenance Mechanic, was selected as the 2024 Montecito Sanitary District Employee of the Year. He was selected by vote from his peers.

C. January 2023 Storms Damage Projects Update

Construction is substantially complete on all four project sites. Staff is working with a residents who has some concerns regarding the project and is hopeful to resolve the concerns. Staff is also working with our consulting team, Stantec and Rincon, to close out

permits and determine any next steps with jurisdictional agencies. The jurisdictional agencies, as well as FEMA, have been notified of construction completion. Staff continues to work with FEMA and CalOES to seek reimbursement for the project. Staff anticipates beginning restoration efforts as part of the permitting process by March 2025.

D. Wastewater Treatment Plant (WWTP/Plant) Improvements Project

Staff received the latest seismic and material study from Buehler Engineering on December 20, 2024. The A&O committee will receive a presentation from Buhler to discuss their findings on January 17, 2025. Staff plans to visit regional treatment plants in the near future to gain additional insight to certain processes to determine the best option(s) for the District.

E. SSD and MSD Collection System and Flow Equalization Analysis for MWD Reuse

Staff received a presentation from Carollo Engineers of their draft final report. We anticipate a final presentation to the Board in December or January.

F. Private Property Developments

Staff continues ongoing plan review and project development for various properties/entities. Highlights include 1486 East Valley Road, Birnam Wood, the Biltmore, San Ysidro Ranch, and 664 Oak Grove. Staff and its inspection consultant, Filippin Engineering, continue to monitor on-going work for the private sewer main extension/collection system project at 2500 East Valley Road.

G. Summary of District Laboratory Quality Assurance Assessment

On November 14 and 15, the District Laboratory underwent a quality assurance assessment conducted by a representative from the International Accreditation Service (IAS) on behalf of the State of California Environmental Laboratory Accreditation Program (ELAP). This evaluation is a mandatory component of the bi-annual renewal process for maintaining laboratory accreditation, which is required to ensure compliance with State regulatory reporting standards. This assessment was the first conducted under the State's newly adopted, more rigorous quality assurance standards. Although we are awaiting the official report from the assessor, the preliminary outcome of the two-day evaluation was very positive. We anticipate only minimal corrections will be necessary to achieve full compliance with the updated standards.

H. District Planning and Building Approval Process with the County

The District has been working closely with the County to more closely align our permitting processes. The General Manager and District Counsel will make a brief presentation on this topic.

I. Procedure for Directors to Request Information from Staff

Directors may request information from Staff via a request to the General Manager. The General Manager may direct relevant Staff members to respond directly to a director's

request and/or for Staff to engage in ongoing communications relevant to Board committee assignments and/or certain topics.

J. District Financial Matters

- a. Staff paid the District’s \$97,850 interest payment on its revenue bond on December 31, 2024. The bond has a balance of \$4,970,000 with a current interest rate of 5%. The District will pay its next payment (interest as well as premium) in June totaling \$832,850.
- b. The District received its first property tax allocation from the County of Santa Barbara on 12/13/2024 amounting to \$3,942,751.13. The next apportionment is expected in mid-April.
- c. Staff completed its final calendar year payroll processing and reporting with CalPERS prior to December 31, 2024. W-2s are currently available in Paychex for staff and directors. They will also be mailed to the address on file, but if a director would like a copy, please contact the District Administrator.
- d. Staff engaged with the Santa Barbara County Association of Governments (SBCAG) to begin the reimbursement process for the Highway 101 Sewer Main Relocation/Protect in Place work. An initial review of the summary cost information, along with supporting documentation, was received very well by their representatives, with reimbursement being estimated to be received within a couple of weeks of official review and approval. Total costs submitted for reimbursement to SBCAG amounted to \$1,055,647.36.

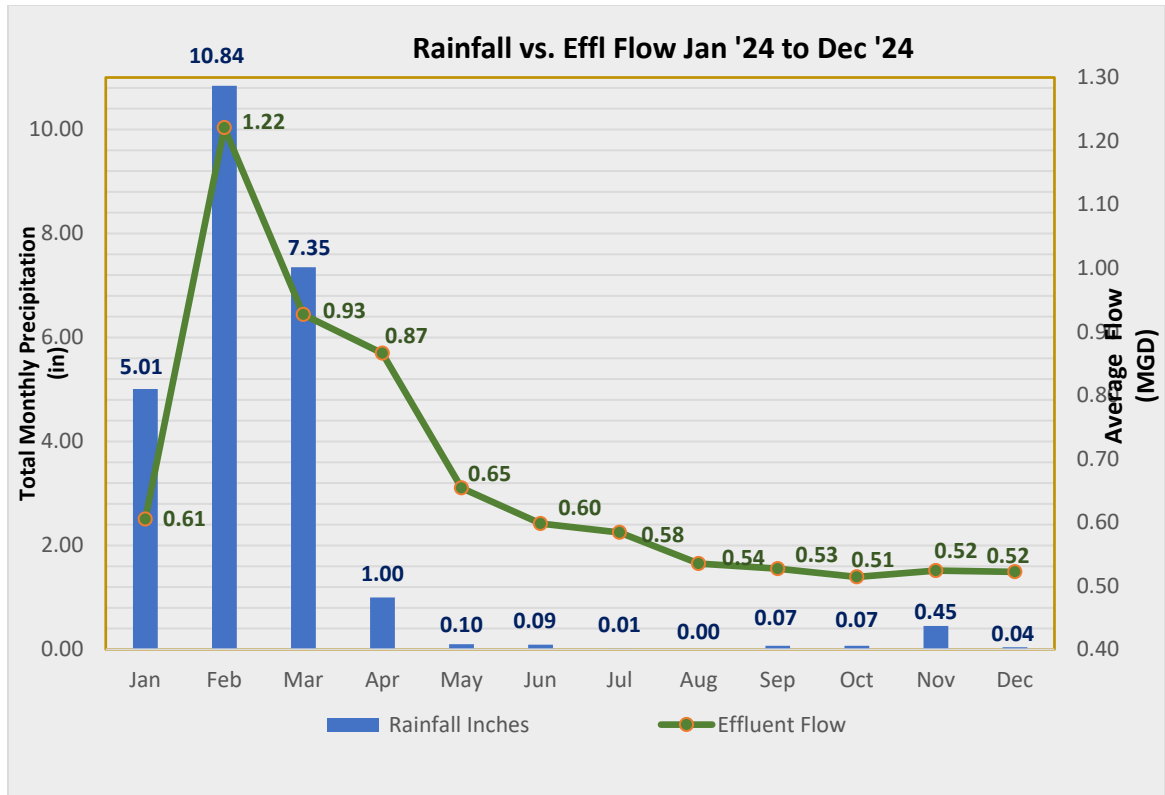
K. District Health Benefits Update

Staff implemented the Calendar Year 2025 updated medical premiums beginning with the pay period ending 1/5/2025. Average employee out-of-pocket contributions for all employees enrolled in the Employee+1 or Employee+Family level, regardless of employment tier, is \$529.54 per month. The highest employee out-of-pocket contribution amounts to \$1,131.06 per month – this represents 15% of this employee’s gross monthly wage.

L. CIP Progress

Project	Status/Phase	Priority	Comments
FEMA Rehabilitation (Protective Measures) - Design/Permitting	Construction	Medium	Seeking to close out. Anticipated rehabilitation efforts in Feb. 2025.
FEMA Rehabilitation (Protective Measures) - Construction	Construction	Medium	Seeking Notice of Completion Jan./Feb. 2025.
Manhole Lining Project	Construction	High	Seeking to finalize contract. Anticipate construction Jan./Feb. 2025.
WWTP Seismic and Materials Study	Active	High	Latest Report in December 2024.
Channel Drive Force Main Improvements	Design	Medium	On-going. Seeking potholing in Jan. 2025
2025 Sewer Main CIPP Lining - Design	Design	Medium	WSC working on 90% submittal
Wastewater Treatment Plant Project - Design and Engineering	Investigation	Medium	Working with consultants and Buhler (SSG).
Collection System Master Plan	RFP	High	Kick-off meeting week of 1/13
Septic to Sewer Strategic Plan	RFP	Medium	Kick-off meeting week of 1/20
Bisulfite Tank	Complete	-	
Clarifier Maintenance	Complete	-	

M. Flow / Rainfall Comparison





Montecito Sanitary District

1042 Monte Cristo Lane
Santa Barbara, CA 93108

A Public Service Agency

Phone: (805) 969-4200
www.montisan.org

MONTECITO SANITARY DISTRICT STAFF REPORT – 6A

DATE: January 13, 2025
TO: Board of Directors
FROM: Aleks Giragosian, District General Counsel
SUBJECT: Ordinance Establishing Administrative Remedies Procedure for Challenges to Fees, Charges, and Assessments

RECOMMENDATION

It is recommended that the Board:

- i) Consider adopting Ordinance No. 24 Legislative Advocacy Policy; and
- ii) Taking such additional, related action that may be desirable.

SUMMARY

Assembly Bill No. 2257 (“AB 2257”) (adding Government Code sections 53759.1 and 53759.2) provides the District with a new tool to defend against challenges to fees, charges, and assessments adopted under Proposition 218. If the District follows certain procedures, a ratepayer who fails to submit a written objection before the close of the Proposition 218 protest hearing will be barred from challenging the fee, charge, or assessment later on. The attached ordinance was intentionally drafted to be broader than AB 2257, while still applying AB 2257’s procedures, to capture all fees, charges, and assessments levied by the District.

ANALYSIS

Proposition 218, the Right to Vote on Taxes Act, was enacted by the voters in 1996 to provide procedural and substantive requirements for the imposition of property-related fees. (Cal. Const. art. XIIIID, § 6(a), (b).) The courts have held that the stated intent of Proposition 218 is that its provisions are to be liberally construed to effectuate its purpose of limiting local government revenue and enhancing taxpayer consent. (*Hill RHF Housing Partner, L.P. v. City of Los Angeles* (2021) 12 Cal.5th 458, 475.)

According to the Senate Rules Committee’s Analysis of AB 2257:

“As a general proposition, the courts have held that a party is required to exhaust administrative remedies before pursuing an action in the courts. (*Plantier* at 382-83.) An administrative remedy has

been exhausted once call available and distinctive administrative review procedures have been concluded. (*Id.* at 383.) ... In both *Plantier* and *Hill* the courts stated that Proposition 218 did not expressly require an exhaustion of remedies, and the court declined to infer one was required under the circumstances. ...

This bill seeks to build upon dicta in the above cases and establish a statutory requirement to exhaust administrative remedies before bringing a challenge under Proposition 218, and establish an administrative remedy that provides for submission, evaluation, and resolution of complaints. As the court has not definitely ruled out exhaustion of remedies under Proposition 218, enacting such a statutory requirement does not appear wholly impermissible.”

According to Senator Peter Wilson, the author of AB 2257:

“AB 2257 would build upon Proposition 218’s existing procedural requirements by creating a clear and robust mechanism for customers to raise questions, concerns, comments, and criticisms of a proposed rate structure.”

Consistent with AB 2257, this ordinance establishes the process the District must follow to limit challenges as described above. The District must:

1. Make the proposed fee, charge, or assessment publicly available at least 45 days before the deadline for submitting written objections;
2. Post a written basis for the proposed fee, charge, or assessment on the District’s website and include a link to that website on public hearing notices sent to ratepayers or property owners;
3. Mail the written basis for the proposed fee, charge, or assessment to ratepayers or property owners upon request;
4. Provide at least 45 days for ratepayers or property owners to submit written objections to the fee, charge, or assessment;
5. Respond in writing to any timely submitted objections with an explanation for keeping or changing the proposed fee, charge, or assessment;
6. Present any timely submitted objections and responses thereto to the Board of Directors for its consideration, either before or during the public hearing on the proposed fee, charge, or assessment;
7. Include on its public hearing notices a statement in bold-faced type of 12 points or larger:
 - a. That all written objections must be submitted to the Secretary of the Board by the end of public comment period at the hearing, that a failure to timely object in writing bars any right to challenge that fee, charge, or assessment in court, and that any such action will be limited to issues identified in such objections; and
 - b. All substantive and procedural requirements for submitting an objection to the proposed fee, charge, or assessment.

AB 2257 only pertains to “fees or assessments”, defined to mean “the amount of any property-related water or sewer fee or charge, or any special assessment levied or the methodology used to develop and levy the fee, charge, or assessment.” (Gov. Code, § 53759.1, subd. (a)(2).) But there are other non-property-related fees, such as permitting fees, that are not covered by AB 2257. The attached ordinance was intentionally drafted to be broader than AB 2257, while still applying AB

2257's procedures, to capture all fees, charges, and assessments levied by the District.

ENVIRONMENTAL

The adoption of this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines sections 21065 and 15061(b)(3) as the establishment of an administrative remedies procedure will not result in a reasonably foreseeable direct or indirect physical change in the environment.

PUBLIC NOTICING

Pursuant to Health and Safety Code section 6490, subdivision (a), and section 6491.3, this Ordinance No. 24 will be published once in a newspaper of general circulation within the district upon adoption.

FISCAL IMPACT

None.

ATTACHMENTS:

- A. Ordinance No. 24

ORDINANCE NO. 24

AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE MONTECITO SANITARY DISTRICT ESTABLISHING AN ADMINISTRATIVE REMEDIES PROCEDURE FOR CHALLENGES TO FEES, CHARGES, AND ASSESSMENTS

RECITALS

WHEREAS, the Montecito Sanitary District (“District”) is a sanitary district duly organized and existing pursuant to the Sanitary District Act of 1923 codified in Health and Safety Code section 6400 et seq.;

WHEREAS, under Health and Safety Code sections 6490 & 6491.3, the Board is authorized to adopt ordinances to establish general regulations for the District;

WHEREAS, the California Legislature adopted Assembly Bill No. 2257 to establish an exhaustion of remedies requirement for property-related sewer fees, charges, and assessments;

WHEREAS, Article XIIC, Section 1(e) of the California Constitution defines fees, charges, and assessments; and

WHEREAS, the District desires to codify those requirements for all District related fees, charges, and assessments.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MONTECITO SANITARY DISTRICT DOES ORDAIN AS FOLLOWS:

SECTION 1. Authority. This Ordinance is authorized by California Constitution, article XI, section 9 (utility power); the District’s statutory authority to adopt fees and charges for its services, to impose assessments on real property, and to establish rules and regulations governing such fees, charges, and assessments; Government Code section 53759.1; and, other applicable law.

SECTION 2. Exhaustion of Administrative Remedies for Challenges to Fees, Charges, and Assessments on Real Property

I. — Scope.

The duty to exhaust administrative remedies imposed by this section extends to:

- A. any fee or charge subject to articles XIII C or XIII D of the California Constitution,
- B. any assessment on real property levied by the District, and
- C. the methodology used to develop and levy such a fee, charge, or assessment.

II. — Definitions.

“Hearing” means the public hearing referenced in paragraph D of section 3.22.040 of this chapter.

III. — Duty to Exhaust Issues.

No person may bring a judicial action or proceeding alleging noncompliance with the California Constitution or other applicable law for any new, increased, or extended fee, charge, or assessment levied by the District, unless that person submitted to the Secretary of the Board a timely, written objection to that fee, charge, or assessment specifying the grounds for alleging noncompliance. The issues raised in any such action or proceeding shall be limited to those raised in such an objection unless a court finds the issue could not have been raised in such an objection by those exercising reasonable diligence.

IV. — Procedures.

The District shall:

- A. Make available to the public any proposed fee, charge, or assessment to which this chapter is to apply no less than 45 days before the deadline for a ratepayer or assessed property owner to submit an objection pursuant to paragraph D of this section.
- B. Post on its internet website a written basis for the fee, charge, or assessment, such as a cost of service analysis or an engineer’s report, and include a link to the internet website in the written notice of the Hearing, including, but not limited to, a notice pursuant to section 4(c) or Section 6(a)(1) of Article XIII D of the California Constitution.
- C. Mail the written basis described in paragraph D of this section to a ratepayer or property owner on request.
- D. Provide at least 45 days for a ratepayer or assessed property owner to review the proposed fee or assessment and to timely submit to the Secretary of the Board a written objection to that fee, charge, or assessment that specifies the grounds for alleging noncompliance. Any objection shall be submitted before the end of the public comment portion of a Hearing on the rate, charge or assessment.
- E. Include in a written notice of the Hearing, a statement in bold-faced type of 12 points or larger that:
 1. All written objections must be submitted to the Secretary of the Board by the end of public comment period at the Hearing and that a failure to timely object in writing bars any right to challenge that fee, charge, or assessment in court and that any such action will be limited to issues identified in such objections.
 2. All substantive and procedural requirements for submitting an objection to the proposed fee, charge, or assessment such as those specified for a property-related fee under California Constitution, article XIII D, section 6(a) or for an assessment on

real property under California Constitution, article XIII D, section 4(e).

V. — Board Consideration; District Responses.

Before or during the Hearing, the Board of Directors shall consider and the District shall respond in writing to, any timely written objections. The Board of Directors may adjourn the Hearing to another date if necessary to respond to comments received after the agenda is posted for the meeting at which the Hearing occurs. The District's responses shall explain the substantive basis for retaining or altering the proposed fee, charge, or assessment in response to written objections, including any reasons to reject requested amendments.

VI. — Board Determinations.

The Board of Directors, in exercising its legislative discretion, shall determine whether:

- A. The written objections and the District's response warrant clarifications to the proposed fee, charge, or assessment.
- B. To reduce the proposed fee, charge or assessment.
- C. To further review the proposed fee, charge, or assessment before determining whether clarification or reduction is needed.
- D. To proceed with the Hearing, to continue it, or to abandon the proposal.

SECTION 3. CEQA. The District Board finds that adoption of this Ordinance is exempt from CEQA because: (i) it is not a project within the meaning of Public Resources Code, section 21065 because it has no potential to alter the physical environment; (ii) and pursuant to CEQA Guidelines section 15061(b)(3), the so-called "common sense" exemption, for this same reason.

SECTION 4. Severability. If any section of this Ordinance is held to be invalid or unconstitutional, the remaining sections shall remain valid. The Board hereby declares that it would have adopted this ordinance regardless of whether any particular section is held invalid or unconstitutional.

SECTION 5. Publication & Effective Date. Under Health and Safety Code section 6490, immediately following adoption, the Secretary shall cause this ordinance to be published one time in a newspaper of general circulation within the District, and the ordinance will take effect upon expiration of the week of publication.

PASSED AND ADOPTED by the Board of Directors of the Montecito Sanitary District on this 13th day of January, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Ellwood T. Barrett II
President
Montecito Sanitary District

ATTEST:

Dorinne Lee Johnson
Secretary
Montecito Sanitary District



Montecito Sanitary District

1042 Monte Cristo Lane *A Public Service Agency*
Santa Barbara, CA 93108

Phone: (805) 969-4200
www.montsan.org

MONTECITO SANITARY DISTRICT

STAFF REPORT – 6B

DATE: January 13, 2024
TO: Board of Directors
FROM: John Weigold, General Manager
SUBJECT: Standing Committee Roles and Responsibilities

RECOMMENDATION

It is recommended that the Board:

- i) Receive a presentation from the General Manager regarding the Districts' Standing Committees roles and responsibilities and
- ii) Taking such additional, related action that may be desirable.

SUMMARY

The District Board currently has five standing committees established at the December 8, 2023 Board of Directors meeting: Finance Committee, Strategic Planning Committee, Administrative & Operations Committee, Personnel Committee, and the Public Information Committee.

There is currently limited policy regarding the duties and responsibilities of these committees as outlined in the Board Policies and Procedures Manual. The General Manager has drafted suggested Standing Committee Roles and Responsibilities for the Board to consider adopting.

FISCAL IMPACT

None.

ATTACHMENTS:

- A. Board Policies and Procedures Manual
- B. Draft Standing Committee Roles and Responsibilities



**BOARD OF DIRECTORS
POLICY AND PROCEDURES MANUAL**
Adopted December 9, 2021

District's Mission Statement

A community service commitment to protect public health and safety and to preserve the natural environment through the collection, treatment and disposal of wastewater in the most cost-effective way possible.

Table of Contents

Table of Contents	2
1. Role of the Board of Directors	3
2. Board Election/Appointment	4
3. Board Organization	4
Standing and Ad Hoc Committees	4
District Representation in Organizations	5
4. Board Memberships	5
Appropriate Memberships	5
Appointment of Representative	5
Representation Limitation	5
5. Board Meetings	6
Regular Meetings	6
Special Meetings	6
Emergency Meetings	7
Use of Legal Counsel	7
Closed Sessions	7
Quorum Required	7
6. Board Compensation	8
Conference/Seminar	8
Other Authorized Meetings	8
7. Board Travel	8
Vendor/Consultant Benefits	9
Registration	9
Transportation	9
Lodging	9
Meals	9
8. Conflict of Interest	9
Statement of Economic Interests	9
State Regulations	9
Compliance Requirements	10
Abstaining from Voting	10
Incompatible Offices	10
9. Board Training	10
10. Revision Log	11

1. Role of the Board of Directors

1. The District's policies, mission, goals, and programs are established by a majority of the Board of Directors at public meetings.
2. All District powers are exercised by its Board of Directors. (Health & Safety Code, § 6481.)
3. The Board will not direct management as to how to implement policy, but it shall hold management responsible if the policies of the District are not implemented.
4. The Board appoints the General Manager of the District, defines the General Manager's responsibilities, and delegates Board authority and power to the General Manager to carry out the responsibilities.
5. The General Manager is responsible for all of the following:
 - a. The implementation of the policies established by the Board for District operation.
 - b. The appointment, supervision, discipline, and dismissal of District employees, consistent with the employee relations system established by the Board.
 - c. The supervision of District facilities and services.
 - d. The supervision of District finances.
 - e. The development of the District's annual budget to support its mission and meet all regulatory requirements.
 - f. Coordinate with the President of the Board to agendize meetings.
6. The General Manager shall recommend in public meetings of the Board the programs to implement District policy.
7. On or before July 1st of each year the Board adopts the District's annual budget.
8. The Board approves the District's organizational structure and employment positions.
9. The Board appoints the District's legal counsel and financial auditor annually.
10. The Board approves the Accounts Payable register as an agenda item at regular Board meetings.
11. The Board approves all contracts and individual purchases in accordance with the District's purchasing policies and procedures..
12. Directors shall uphold the constitutions of the United States and the state of California. Directors shall comply with applicable laws regulating their conduct, including state laws concerning conflicts of interest, financial disclosure, open meetings, and confidential information.

2. Board Election/Appointment

The District shall have a board of five Directors each of whom whether elected or appointed, shall reside within the boundaries of the Montecito Sanitary District and be a registered voter within those boundaries. (Health & Safety Code, § 6464)

The term of office of each Director other than Directors appointed to fill an unexpired term shall be four years. (Elections Code, § 10507)

Directors elected to office take office at noon on the first Friday in December following the General District Election. Before taking office, each Director shall take and subscribe the official oath and file it with the Clerk of the Board. (Elections Code, § 10554)

New Directors will file an Assuming Office Form 700 within thirty days of taking office.

An office of a director shall be deemed to have become vacant when one or more events specified in [sections 1770, et. seq. of the Government Code](#) have occurred. All vacancies occurring shall be filled pursuant to [section 1780 of the Government Code](#).

A Director leaving office will file a Leaving Office Form 700 within thirty days of vacating office.

3. Board Organization

The Board of Directors shall hold an annual organizational meeting at a regular meeting in December to establish or confirm Board officers by an election from existing Board members.

Board officers are the President, Vice President, Treasurer, and Secretary.

Officers assume their duties immediately upon Board confirmation and serve during the next calendar year.

Additionally, the General Manager and District Legal Counsel shall be affirmed at the annual organizational meeting.

At the organizational meeting the Board will appoint members to the Standing Committees.

Standing and Ad Hoc Committees

- a) Standing committees shall only be dissolved by majority vote of the Board.
- b) The duties of an ad hoc committee shall be determined at the time of appointment and the committee shall be considered dissolved when its final report has been made.
- c) If the Board President or the Board has created a standing committee the members of such committee shall be appointed for the year no later than the Board's regular meeting in January.
- d) Minutes shall be required for meetings of standing committees, and such meetings shall be conducted in accordance with the Ralph M. Brown Act. (Government Code, § 54952)

- e) Minutes shall not be required to be prepared for ad hoc committee meetings. Ad hoc committees are not considered legislative bodies for purposes of the Ralph M. Brown Act. (Government Code, § 54952)
- f) All actions of committees are subject to approval by the Board of Directors.

District Representation in Organizations

- a) The Board reviews annually all District memberships and representations.
- b) Appointments to serve as a District representative or member on a non-District board, commission, or organization shall be made by the President, subject to confirmation by the full Board.
- c) Unless otherwise required by law or contract, the term of any external position shall be one year. There is no limit to the number of terms or consecutive terms.
- d) Additional policies related to representation in external organizations are stated in the "Board Memberships" section of this manual.

4. Board Memberships

Appropriate Memberships

To take advantage of in-service training opportunities, the District may belong to industry related associations. Directors who are appointed District representatives may attend meetings of national, state, and local associations, which are directly related to the District's purpose and operation. Decisions to continue, discontinue, or add new memberships shall occur through the annual budget process.

Appointment of Representative

The President shall appoint Directors as a representative and alternate, as appropriate, to serve as District contacts among stakeholder groups, associations, and other organizations at the Board's discretion. All representatives and alternates shall report to the Board in a timely manner on their activities. Directors may be allowed certain expenses for travel and membership as a representative or alternate. Reimbursable expenses shall be determined and approved at a regular Board meeting before expenses are incurred.

Representation Limitation

When expressing an opinion about any aspect of District business, each Director Representative should clearly state that he or she is expressing a personal opinion that is not a Board position, unless the representative has been directed by the Board to express an official District policy or position or decision, which has been approved by the Board.

5. Board Meetings

Under the Ralph M. Brown Act (Government Code sections 54950, et seq.) all meetings of the Board must be open to the public, publicized and noticed properly, conducted according to agenda and meeting procedures, and be documented; however, exceptional meetings may be noticed and conducted as closed sessions, which are not open to the public.

A majority of the Board shall not discuss or reach consensus on any matter under the jurisdiction of the District other than during a meeting of the Board.

Meeting Structure

Board meetings are conducted in accordance with Roberts Rules of Order and Rosenberg's Rules of Order.

Regular Meetings

The schedule for Board meetings will be determined at the annual organizational meeting, typically held in December.

The Clerk of the Board will prepare an agenda for each regular meeting after consulting with the General Manager and/or Board President. The agenda has a brief description of each agenda item. District staff will provide the Board packet to all Directors one week in advance of each regular meeting upon receiving a finalized agenda.

Only items that are stated on an agenda may be discussed in the meeting. The agenda is posted at least seventy-two hours before the regular meeting.

The Board, by majority vote or as otherwise provided by law, may modify the agenda before the first matter is considered. To the extent time permits, all matters on the agenda shall be considered and this is done in the order of the agenda's noticed or modified sequence.

No action may be taken on any matter that is not noticed on the posted agenda, with very limited exceptions. Agenda items that are not considered or completed at a meeting for lack of time may become an agenda item in a subsequent meeting.

A regular meeting agenda may include a closed session; *see* section on **Closed Sessions**.

Special Meetings

A special meeting of the Board may be called as needed by the Board President or by a majority of the Board.

The Clerk of the Board will prepare the agenda for the special meeting, which contains a brief description of each agenda item, after consulting with the General Manager and/or Board President. This agenda is posted at least twenty-four hours before the special meeting. Only business identified in the agenda shall be considered or discussed at a special meeting.

A special meeting agenda may include a closed session; The Board may meet in closed session during a special meeting; *see* section on **Closed Sessions**.

Emergency Meetings

Sometimes an emergency requires prompt action. An emergency meeting may occur without complying with special meeting posting and notice requirements.

An "emergency" includes any of these situations:

- a) A work stoppage or other activity severely threatens or impairs public health, safety, or both, as determined by a majority of the Board.
- b) A crippling disaster severely impairs or threatens public health, safety, or both, as determined by a majority of the Board.

The Board shall not meet in closed session during any emergency meeting. All special meeting requirements apply to emergency meetings except the twenty-four hour notice requirement.

Use of Legal Counsel

All questions concerning District business shall be funneled through the General Manager or Board President only.

Closed Sessions

In specific instances, Board business may be conducted in closed sessions, which are not open to the public. The exceptional circumstances allowing for a closed session are specified in the Ralph M. Brown Act. Generally, these are circumstances concerning claims, litigation, potential litigation, labor negotiations, real estate negotiations, and personnel.

The particular exception allowing for the closed session must be specified in the agenda. No other matter may be discussed in the closed session. Although not always required, District Legal Counsel usually attends all closed sessions.

The District's right and need to conduct some of its business confidentially and to have legal confidences are not subject to "waiver" by any Director. The District is entitled to protect its privileged official information. Evidence Code, § 1040. No Director may be asked about what happened in a closed session and no Director is allowed to disclose what was discussed or occurred in a closed session. *Kleitman v. Superior Court (Wesley)* (1999) 74 Cal.App.4th 324.

Quorum Required

No Director may take any action or make any representation that results in 1) budgeting or expending District funds, 2) establishing any procedure or policy, or 3) taking any action on behalf of the Board. All of such action requires a quorum of the Board to be present in a public meeting and Board agreement during a noticed and properly conducted meeting.

Action may be taken only by a majority vote of the Board. Three Directors constitute a quorum. A quorum is required to conduct business and to take action. When there is only a quorum to take action, all votes must be unanimous.

A Director who abstains from voting will be identified in the minutes as "Abstaining." If there is an abstention when only a quorum is present, the Board cannot take action. For the same reason, if there are two abstentions when all five Directors are present and action requires a two-thirds vote, no action may be taken.

6. Board Compensation

Board/Committee Meetings

Effective May 10, 2021, Directors are paid \$220.00 for each day's attendance at a regular or special meeting of the Board or a standing or ad hoc committee. (MSD Ordinance No. 17). Compensation for regularly scheduled meetings will be reviewed at the annual organizational meeting.

Conference/Seminar

A Director authorized and requested by the Board to attend a conference or seminar shall be compensated \$137.50 per day for each day of attendance, and no travel day will be compensated. (MSD Ordinance No. 14).

Other Authorized Meetings

A Director authorized and requested by the Board to serve as an officer or liaison to affiliated agencies as an official District representative shall be compensated \$137.50 per day for each day of attendance. (MSD Ordinance No. 14).

Prior authorization must be received from the Board in a public meeting in order to receive per diem compensation and expense reimbursement. An authorized representative Director shall provide a brief report of the meeting at the next regular Board meeting.

Compensation for meetings and services is limited to six days in any calendar month. (MSD Ordinance No. 14).

Daily compensation shall be for one meeting at the highest applicable compensation rate regardless how many meetings were attended that day.

District policy stated in Ordinance No. 14 is pursuant to section 53232.1 (b) of the Government Code: "A local agency may pay compensation for attendance at occurrences (other than meetings) only if the governing body has adopted, in a public meeting, a written policy specifying other types of occasions that constitute the performance of official duties for which a member of the legislative body may receive payment."

7. Board Travel

The Board has decided that it is in the District's best interests if its Directors participate, from time to time, in conferences, seminars, and meetings related to the governance of public agencies, especially agencies responsible for wastewater collection, treatment, and disposal. The Board has adopted the following policies for Director participation; additionally, Directors are required to comply with ethical, disclosure, and conflict of interest laws and standards.

Vendor/Consultant Benefits

The Board discourages the acceptance of gifts, gratuities, trips, and similar incentives and benefits from vendors and or consultants.

Registration

Registration fees for conferences, seminars, workshops, and meetings will be paid directly and in advance by the District. Extra registration or other fees for spouses or guests will not be paid by the District.

Transportation

An authorized Director should try to arrange for the District to be billed in advance for public transportation. The use of a private vehicle will be compensated at the mileage rate allowed by the Internal Revenue Service. Under no circumstance will the reimbursement for transportation expense exceed the lowest cost for round trip airfare from Santa Barbara to the meeting site. Special travel requirements, such as rental car, taxi, or shuttle service, will be reimbursed from receipts and records provided by the Director. Travel costs for spouses or guests will not be paid by the District.

Lodging

If overnight stay is required, the authorized Director should arrange for the District to be billed in advance for lodging expenses. If prior arrangements are not possible, the Director may pay for lodging costs and reimbursement will be made from receipts and records. The District reimburses only the expense of normal lodging at a single occupancy rate, plus tax. It does not reimburse extra services or entertainment.

Meals

Directors will be compensated for meals, including non-alcoholic beverages, taxes, and gratuities purchased at their expense, unless these are provided by the conference or seminar, not to exceed the per diem rates periodically established and published by the County of Santa Barbara. The cost of meals offered as part of the conference format shall be fully reimbursed, unless the cost of such meals is covered in the conference registration fee.

8. Conflict of Interest

Statement of Economic Interests

Directors shall file statements of economic interest (Form 700) as required by the Fair Political Practices Commission; *see* 2 California Code of Regulations, section 18730. If newly appointed or elected, a Director must file an Assuming Office Statement within thirty days of assuming office. Annual statements for all Directors, covering the prior calendar year must be filed by April 1st. A Director must file a Leaving Office Statement within thirty days of leaving office.

State Regulations

All provisions of 2 California Code of Regulations, section 18730 and any amendments thereto are incorporated by reference.

Compliance Requirements

Directors shall comply with all provisions of the District's conflict of interest code, which the Board reviews every two years and files with the County of Santa Barbara.

Abstaining from Voting

When a disqualifying and disclosed financial conflict of interest exists, a Director shall abstain from participating in Board decision-making.

When a Director's actual or potential disqualifying financial conflict of interest should arise in the course of Board business, a Director shall disclose the conflict and should expect to abstain from discussion and voting on the related matter. When a Director should become aware of a potential or actual financial conflict of interest arising from an item being considered for an agenda or that has been noticed on a Board meeting agenda, the Director shall immediately inform the General Manager to allow determination whether it is a disqualifying conflict of interest.

A Director shall not attempt to influence how other Directors vote when a Director has a disqualifying financial conflict of interest.

When a Director has a disqualifying financial conflict of interest, immediately before the agenda item is discussed the Director shall disclose on the record and with sufficient specificity the actual or potential disqualifying financial conflict of interest, except a residence address.

Generally, if a matter is not on the consent agenda, a Director shall leave the Board table during deliberation of or action on the agenda item for which the Director has a disqualifying conflict, but the Director may remain in the hearing room and address the Board on the matter solely as a member of the public. (Government Code sections 87100, 87101, 87103, 87105, 87200; FPCC regulations 18700 - 18707).

Incompatible Offices

A Director shall not hold incompatible public offices. A Director may not hold any other public office with any duty that might require action contradictory to or inconsistent with his or her duties as a District Director. At all times, a Director's sole loyalty should be to the District. Each Director shall become informed of and adhere to the requirements of section 1099 of the Government Code.

9. Board Training

Ethics Training

Every two years, each District Director is required to receive at least two hours of required ethics training pursuant to Government Code §532.35. Each new Director must complete this ethics training within one year of taking the oath of office and every two years thereafter.

Sexual Harassment Training

Every two years, each Director is required to receive two hours of sexual harassment training pursuant to Government Code §12950.1. Each new Director shall receive this sexual harassment training within six months of taking office and every two years thereafter.

The District shall provide the Directors with information and education opportunities to satisfy the required board training. Directors may be allowed actual and necessary travel, meals, and lodging to attend trainings as approved by the Board.

Upon completion of required training, Directors shall file documentation to prove they have received required training to the Clerk of the Board.

10. Revision Log

The Board Policies and Procedures Manual should be reviewed annually by the Board of Directors. This review shall focus on evaluating the effectiveness of the Manual, and ensure that there are no conflicts between the manual and any actions taken by the Board in the previous year. Any time substantial changes are made to the Board Policies and Procedures, the General Manager will present the changes to District staff.

The table below provides a revision log for recent versions of Board Policies and Procedure manuals:

Revision Date	Document Name	Editors
June 2021	Board of Directors Policy and Procedure Manual 2021	Ad hoc Committee (Directors Johnson and Newquist)
November 2021	Board of Directors Policy and Procedure Manual 2021	Ad hoc Committee (Directors Johnson and Newquist)

MONTECITO SANITARY DISTRICT STANDING COMMITTEE

Roles and Responsibilities

1. SCOPE OF RESPONSIBILITY

1.1. Standing Committees of the Montecito Sanitary District (the District) are advisory to the Board of Directors. The committees shall gather information, explore alternatives, examine implications, and offer options for review and deliberation by the Board of Directors. Committee members are expected to stay current on the issues under discussion by the Board of Directors.

1.2 Each Standing Committee shall consider only District-related issues approved and assigned to it by the Board of Directors, or issues within the purview of each Committee as defined in "Standing Committee Statements of Purpose and Responsibilities" below.

1.3 Apart from their normal function as part of an advisory resource, committees and the individual members have no fiduciary authority and may not verbally or by action represent the District in any policy, act or expenditure.

1.4 The committee and its members shall maintain collaborative working relationships with the public, other Standing Committees and the District Board of Directors.

1.5 Any Standing Committee, or its members, may meet with staff and/or District consultants but shall not interfere with their operational duties, as determined by the General Manager. Any information requests to staff will be specific in nature and relate to the business of the committee.

1.6 Standing Committee Statements of Purpose and Responsibilities

1.6.1 The Finance Committee shall:

(a) Provide review for transparent budget processes and financial management that promote fiscal stability and instill public trust;

(b) Support and work directly with the District General Manager and District Administrator in enhancing financial integrity and monetary discipline;

(c) Discuss and receive public input during committee meetings and advise the Board of Directors on financial matters;

(d) Provide financial review, assessment, and recommendation to District Board of Directors regarding potential funding sources available to the District from private, public, County, State or federal entities;

(e) Support other standing committees' fiscal review needs.

1.6.2 The Administrative and Operations Committee shall:

- (a) Assess existing resources and gather information regarding administrative, operational, infrastructure needs of the District;
- (b) Support and work directly with the District General Manager, District Administrator and /or Engineering Manager in identifying/defining plans to meet the administrative, operational, and infrastructure needs of the District, working within the bounds of current and potential resources and priorities of the District;
- (c) Provide recommendations to the Board of Directors regarding actions to meet the District's administrative, operational, and infrastructure needs;
- (d) Support other standing committees' resource and infrastructure review needs.

1.6.3 The Strategic Planning Committee shall:

- (a) Assist the Board of Directors in discharging its oversight duties with respect to the development and implementation of the District's strategic plan and the risks associated with such plan;
- (b) Make recommendations to the Board of Directors relating to overall District policy, long-range strategic plans, and urgent District strategic issues;
- (c) Support other standing committees' policy review needs.

1.6.4 The Personnel Committee shall:

- (a) Advise the Board of Directors on matters relating to personnel policies and practices, compensation and benefits, labor relations and collective bargaining, employee relations, staffing and organizational structure;
- (b) Support and work directly with the General Manager and District Administrator to create plans for meeting the needs of the District within the bounds of current and potential resources;
- (c) Recommend annual salary range adjustments and annual salary and wage rate adjustments of District employees;
- (d) Have oversight of all District-approved personnel policies with the District, including sick leave, vacations, paid holidays, and leave of absence;
- (e) Make recommendations for the organizational structure and staffing levels of departments of the District;
- (f) Review General Manager requests for creation, deletion, reallocation, and reclassification of positions;
- (g) Oversee the conduct of all labor negotiations and make recommendations to the Board of Directors;

- (h) Oversee the employee insurance benefit programs, including medical, dental, life, and worker's compensation;
- (i) Recommend changes to and enforce the District's Employee Handbook;
- (j) Other duties as may be assigned by action of the Board of Directors.

1.6.5 The Public Information Committee shall:

- (a) Oversee District strategies and key messaging shape public perception of the District to ensure transparency, accountability, and trustworthiness in its communications;
- (b) Oversee District strategies and protocols for communication work effectively during times of crisis or emergency situations. This includes coordinating with relevant stakeholders, monitoring media coverage, and providing timely updates to the public to address concerns and maintain trust.

DRAFT



Montecito Sanitary District

1042 Monte Cristo Lane *A Public Service Agency*
Santa Barbara, CA 93108

Phone: (805) 969-4200
www.montsan.org

MONTECITO SANITARY DISTRICT STAFF REPORT – 6C

DATE: January 13, 2024
TO: Board of Directors
FROM: John Weigold, General Manager
SUBJECT: Discuss Contract Contingencies for District Projects

RECOMMENDATION

It is recommended that the Board:

- i) Receive a presentation from staff on the Districts' approach to project contingencies; and
- ii) Taking such additional, related action that may be desirable.

SUMMARY

The District has recently revised its approach to contingencies due to the challenging market facing public works agencies as well as the types of projects the District is pursuing. The Engineering Manager will deliver a presentation to provide further details.

FISCAL IMPACT

None.

ATTACHMENTS:

None.



Montecito Sanitary District

Discussion on Project Contingencies

Objectives

- ▶ Present a high-level overview of:
 - ▶ Contingencies in public works
 - ▶ The challenging (and high risk) projects MSD faces
 - ▶ The current market challenges (volatility) for public works projects
 - ▶ How MSD is addressing these project/market challenges with various contingencies and practices

Public Works Contingencies - An Overview

- ▶ A contingency is a **planned allocation of resources (typically time, money, or materials)** to handle unexpected events or risks that could impact a project.
 - ▶ For example, a contingency can be expressed as a percentage of a total project cost.
- ▶ For public works agencies, having contingencies is a standard practice in the best of times.
- ▶ Since the pandemic (COVID-19), public agencies have continued to see record inflation and overall volatility in the marketplace.
- ▶ Typically, more complex or high-risk projects require greater contingencies to ensure a successful project.
- ▶ Due to the challenging public works market as well as the complex projects MSD continues need, the District has recently increased its contingency allowances.

MSD – Challenging Projects

- ▶ At a high level - many sewer infrastructure projects for MSD are considered high risk
 - ▶ Public right of ways are more congested from traffic as well as underground utilities themselves
 - ▶ Most sewers function by gravity and result in deep trenches and can't easily change alignment (horizontally and vertically) compared to other utilities such as water and gas
 - ▶ Keeping sewer service available during construction
 - ▶ Working within private properties/District easements
 - ▶ Environmentally sensitive areas (coast, creeks, cultural hot spots)
 - ▶ Geospatially isolated from major markets
- ▶ MSD has had multiple high-risk projects in recent years and still more to come:
 - ▶ Hwy 101 Sewer Crossing Lining
 - ▶ Protective Measures
 - ▶ 2024 Manhole Rehabilitation
 - ▶ Channel Drive Force Main Improvements
 - ▶ 2025 CIPP Sewer Main Lining
 - ▶ Wastewater Treatment Plant Improvements

Public Works Projects – A Challenging Market

- ▶ The marketplace for public works construction continues to be volatile resulting in financial challenges for public works agencies, including MSD.
- ▶ Reasons for the volatility include:
 - ▶ Economic Fluctuations
 - ▶ High Demand for Infrastructure
 - ▶ Supply Chain Disruptions
 - ▶ Bidding Environment
 - ▶ Risks to Contractor
- ▶ Volatility can result in:
 - ▶ Increased cost over expectations (budget)
 - ▶ Schedule Risks
 - ▶ Longer lead times
 - ▶ Longer permit times

Key Statement

Volatility can put projects at risk, which would lead to stress on existing infrastructure and staff; thus ultimately, resulting in sewer spills and service failures.

How to Address Challenging Market & Projects

- ▶ We cannot address all types of challenges of volatility, such as economic fluctuations and high demand for infrastructure. However, agencies can adopt various strategies to compensate for some challenging market conditions/projects. Some strategies the Montecito Sanitary District utilizes are:
- ▶ Project Budget Contingencies:
 - ▶ Lower-risk projects (i.e. straight forward, limited unknowns, small) at 10-15%
 - ▶ High-risk projects (i.e. complex, many unknowns, large) at 20-30%
- ▶ Bid Item Contingencies:
 - ▶ Allowances, unit price, alternate line items
- ▶ Change Order Contingencies:
 - ▶ Similar to budget contingencies (10-30% pending the project)

Addressing Challenges - Continued

- ▶ Increased Planning Efforts:
 - ▶ Provide 5-year Capital Improvement Plan and revisit each year.
 - ▶ Include escalations for inflation
 - ▶ Anticipate permitting needs
 - ▶ Develop relationships with County of Santa Barbara, Caltrans, etc.
 - ▶ Process streamline
 - ▶ Anticipate unknowns (within reason)
 - ▶ Potholing/locating key utilities (during design)
 - ▶ Geotechnical borings



Questions?



Montecito Sanitary District

1042 Monte Cristo Lane
Santa Barbara, CA 93108

A Public Service Agency

Phone: (805) 969-4200
www.montsan.org

MONTECITO SANITARY DISTRICT

STAFF REPORT – 6D

DATE: January 13, 2025
TO: Board of Directors
FROM: John Weigold, General Manager
Stephen Williams, Business and Administrative Manager
SUBJECT: District Investment Council

RECOMMENDATION

It is recommended that the Board:

- i) Receive a presentation from Staff on the Districts' investments; and
- ii) Taking such additional, related action that may be desirable.

ANALYSIS

The Board updated, adopted and approved the District's current Investment Policy, Resolution 2000-779 on August 14, 2000. This policy was reviewed by District Legal Counsel in June of 2023 when the District was considering making changes to its investment portfolio. That Policy was deemed to be up to date and relevant and is included as an attachment to this staff report.

At the June 22, 2023 Regular Board Meeting the Board heard Item 8A – Discussion on District Investments and made action that pursuant to the District's Investment Policy, the designated official for management of the District's Investment program was delegated to a committee made up of the General Manager, the District Administrator, and then Vice President Director Hogan. Director Martin was named as an alternate.

The council met over the course of several months and interviewed potential firms to begin investing the Districts' Reserve Funds. After consideration Charles Schwab was selected and an account was created for the District and funds transferred in the Amount of \$1,750,000. The current yield in that investment account is 4.24%.

The council then met to discuss an approach to further investments, drawing from the Districts' Investment Policy language to "...invest funds, with maximum security through diversification and prudence.." and decided to open an account with California CLASS, a Joint Powers Authority

investment pool built specifically for public agencies and managed in accordance with state law. This would then keep the Districts' funds in three main places: the County Treasury, Charles Schwab, and California CLASS. Resolution 2024-978 – Authorizing Transfer of Money From County Treasury was heard and approved by the Board at its November 20, 2024 Regular Board Meeting which was required by the County Treasurer prior to withdrawal and transfer to California CLASS. Transfer into the account is pending the signed resolution and the fund is currently yielding 4.39%. The County Treasury is currently yielding approximately 3.00%.

FISCAL IMPACT

To be determined.

ATTACHMENTS:

1. Resolution 2000-779 – Investment Policy

RESOLUTION NO. 2000-779
MONTECITO SANITARY DISTRICT
INVESTMENT POLICY
Repealing Resolution No. 1997-742

1.0 POLICY

The Legislature of the State of California has declared that the deposit and investment of public funds by officials and local agencies is an issue of statewide concern (Government Code sections 53600.6 and 53630.1); and

The legislative body of a local agency may invest surplus monies not required for the immediate necessities of the local agency in accordance with the provisions of Government Code sections 5920 et. seq. and 53601 et seq.; and

The treasurer or fiscal officer of the Montecito Sanitary District shall annually prepare and submit a statement of investment policy and such policy, and any changes thereto, shall be considered by the legislative body at a public meeting; (GC 853646(a)).

It shall be the policy of the Montecito Sanitary District to invest funds, with maximum security through diversification and prudence, in a manner which will provide the highest investment return, while meeting the daily cash flow demands of the entity and conforming to all statutes governing the investment of Montecito Sanitary District funds.

2.0 SCOPE

This investment policy applies to all financial assets of the Montecito Sanitary District. These funds are accounted for in the annual District audit and include: Operating Fund, Capital Project Fund, Emergency Fund, Bond Reserve Fund, and Compensated Absence Fund

Funds not included in the policy include deferred compensation funds.

3.0 PRUDENCE

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs; not for speculation, but for investment, considering the probably safety of their capital as well as the probably income to be derived. The standard of prudence to be used by investment officials shall be the "prudent investor" standard (GC 853600.3) and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individuals security's credit risk or market price changes, provided deviations from expectations are reported to the Governing Board in a timely fashion and appropriate action is taken to control adverse developments.

4.0 Objectives

As specified in GC 853600.5, when investing, reinvesting, purchasing, acquiring, exchanging, selling or managing public funds, the primary objectives, in priority order, of the investment activities shall all be:

1. **Safety:** Safety of principal is the foremost objective of the investment program. Investments of the Montecito Sanitary District shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities, or by institutional management, do not exceed the income generated from the remainder of the portfolio.
2. **Liquidity:** The investment portfolio will remain sufficiently liquid to enable the Montecito Sanitary District to meet all operating requirements which might be reasonable anticipated.
3. **Return on Investments:** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of the portfolio.

5.0 DELEGATION OF AUTHORITY

Authority to manage the investment program is derived from Government Code sections 53600, et seq. Management responsibility for the investment program is hereby delegated to the designated official, who shall establish, subject to Board approval, written procedures for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, PSA repurchase agreements, wire transfer agreements, collateral/depository agreements and banking services contracts, as appropriate. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the designated official. The designated official, subject to Board approval, shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials. Under the provisions of Government Code section 53600.3, the designated official is a trustee and a fiduciary subject to the prudent investor standard.

6.0 ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

7.0 AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

The designated official will maintain a list of financial institutions, selected on the basis of credit worthiness, financial strength, experience and minimal capitalization authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment and financial advisory services in the State of California. No public deposit shall be made except in a qualified public depository as established by state laws.

For brokers/dealers of government securities and other investments, the Montecito Sanitary District shall select only broker/dealers who are licensed and in good standing with the California Department of Securities, the Securities and Exchange Commission, the National Association of Securities Dealers or other applicable self-regulatory organizations.

Before engaging in investment transactions with a broker/dealer, the designated official shall have received from said firm a signed Certification Form. This form shall attest that the individual responsible for the Montecito Sanitary District's account with that firm has reviewed the Montecito Sanitary District's Investment Policy and that the firm understands the policy and intends to present investment recommendations and transactions to the Montecito Sanitary District that are appropriate under the terms and conditions of the Investment Policy.

8.0 AUTHORIZED AND SUITABLE INVESTMENTS

The Montecito Sanitary District is empowered by Government Code 53601 et seq to invest in the following:

- A. Bonds issued by the Montecito Sanitary District or by any department, board, agency or authority created by the District.
- B. United States Treasury Bills, Notes & Bonds or Certificates of Indebtedness.
- C. Registered state warrants or treasury notes or bonds issued by the State of California.
- D. Bonds, notes, warrants or other evidence of debt issued by a local agency within the State of California, including pooled investment accounts sponsored by the State of California, County Treasurers, other local agencies or Joint Powers Agencies.
- E. Obligations issued by Agencies or Instrumentality of the U S Government.
- F. Bankers Acceptances with a term not to exceed 270 days. Not more than 40% of invested funds can be invested in Bankers Acceptances and no more than 30% of invested funds can be invested in the bankers acceptances of any single commercial bank.

- G. Prime Commercial Paper of U S Corporations with assets greater than \$500 million with a term not to exceed 180 days and the highest ranking issued by Moody's Investors Service or Standard & Poor's Corp. Purchases of eligible commercial paper may not represent more than 10% of the outstanding papers of an issuing Corporation. Commercial paper cannot exceed 15% of total invested funds, provided, that if the average maturity of all Commercial paper does not exceed 31 days, up to 30% of invested funds can be invested in Commercial paper.
- H. Negotiable Certificates of Deposit issued by federally or state chartered banks or associations. Not more than 30% of invested funds can be invested in certificates of deposit.
- I. Repurchase/Reverse Repurchase Agreements of any securities authorized by this Section. Securities purchased under these agreements shall be no less than 102% of market value. (See special limits in GC 853601(i).
- J. Medium term notes (not to exceed 5 years) of U S corporations rated "A" or better by Moody's or S&P. Not more than 30% of invested funds can be invested in medium term notes.
- K. Share of beneficial interest issued by diversified management companies (Money Market Mutual Funds) investing in the securities and obligations authorized by GC 853601. Such Funds must carry the highest rating of at least two of the three largest national rating agencies. Not more than 10% of invested funds can be invested in Money Market Mutual Funds.
- L. Funds held under the terms of a Trust Indenture or other contract or agreement may be invested according to the provisions of those indentures or agreements.
- M. Collateralized bank deposits with a perfected security interest in accordance with the Uniform Commercial Code (UCC) or applicable federal security regulations.
- N. Any mortgage pass-through security, collateralized mortgage obligation, mortgaged backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate or consumer receivable backed bond of a maximum maturity of five years. Securities in this category must be rated AA or better by a nationally recognized rating service. Not more than 30% of invested funds may be invested in this category of securities.
- O. Any other investment security authorized under the provisions of GC 853601.

Also, see GC 853601 for a detailed summary of the limitations and special conditions that apply to each of the above listed investment securities. GC 853601 is attached and included by reference in this investment policy.

Prohibited Investments: Under the provisions of GC 853601.6 and 853631.5, the Montecito Sanitary District shall not invest any funds covered by this Investment Policy in inverse floaters, range notes, interest-only strips derived from mortgage pools or any investment that may result in a zero interest accrual if held to maturity.

9.0 COLLATERALIZATION

All certificates of deposits must be collateralized by U S Treasury Obligations. Collateral must be held by a third party trustee and valued on a monthly basis. The percentage of collateralization on repurchase and reverse repurchase agreements will adhere to the amount required under GC 853601(I)(2).

10.0 SAFEKEEPING AND CUSTODY

All security transactions entered into by the Montecito Sanitary District shall be conducted on delivery-versus-payment (DVP) basis. All securities purchased or acquired shall be delivered to the Montecito Sanitary District by book entry, physical delivery or by third party custodial agreement as required by GC 853601.

11.0 DIVERSIFICATION

The Montecito Sanitary District will diversify its investments by security type and institution. It is the policy of the Montecito Sanitary District to diversify its investment portfolio. Assets shall be diversified to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of securities. Diversification strategies shall be determined and revised periodically. In establishing specific diversification strategies, the following general policies and constraints shall apply:

- (a) Portfolio maturities shall be matched versus liabilities to avoid undue concentration in a specific maturity sector.
- (b) Maturities selected shall provide for stability of income and liquidity.
- (c) Disbursement and payroll dates shall be covered through maturities investments, marketable U S Treasury bills or other cash equivalent instruments such as money market mutual funds.

12.0 REPORTING

In accordance with GC 853646(b)(1), designated official shall submit to each member of the Board of Directors a quarterly investment report. The report shall include a complete description

of the portfolio, the type of investments, the issuers, maturity dates, par values and the current market values of each component of the portfolio, including funds managed for Montecito Sanitary District by third party contracted managers. The report will also include the source of the portfolio valuation. As specified in CGC 853646(e), if all funds are placed in LAIF, FDIC-insured accounts and/or in a county investment pool, the foregoing report elements may be replaced by copies of the latest statements from such institutions. The report must also include a certification that (1) all investment actions executed since the last report have been made in full compliance with the Investment Policy, (2) the Montecito Sanitary District will meet its pool expenditure requirements for the next six months as required by GC 853646(b), and (3) the designated official shall maintain a complete and timely record of all investment transactions.

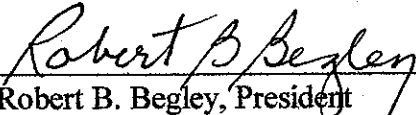
13.0 INVESTMENT POLICY ADOPTION

The Investment Policy shall be adopted by resolution of the Montecito Sanitary District. Moreover, the Policy shall be reviewed on an annual basis, and modifications must be approved by the Board of Directors.

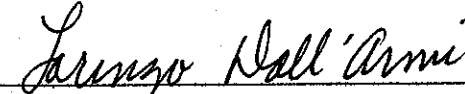
ADOPTED AND APPROVED: August 14, 2000

AYES:	Arnold, Begley, Cannata, Clark, Dall'Armi
NAYS:	None
ABSENT:	None
ABSTAIN:	None

(District Seal)


Robert B. Begley, President

ATTEST:


Lorenzo Dall'Armi, Secretary

Attachment: Government Code Section 53601, et seq., effective 1-1-96.

**INVESTMENTS AUTHORIZED UNDER CALIFORNIA
GOVERNMENT CODE SECTION 53601**

CGC Section	Investment Type	Maximum Maturity	Authorized Limit (%)	Required Rating
53601(a)	Local Agency Bonds	5 Years	None	None
53601(b)	U.S. Treasury Bills, Notes or Bonds	5 Years	None	None
53601(c)	State Registered Warrants, Notes or Bonds	5 Years	None	None
53601(d)	Notes & Bonds of other Local Calif. Agencies	5 Years	None	None
53601(e)	U.S. Agencies	5 Years	None	None
53601(f)	Bankers Acceptances ¹	270 Days	40%	None
53601(g)	Prime Commercial Paper ²	180 Days	15% or 30%	A1/P1
53601(h)	Negotiable Certificates of Deposit	5 Years	30%	None
53601(i)	Repurchase & Reverse Repurch. Agreements*	1yr./92 days	None/20%	None
53601(j)	Medium Term Corporate Notes	5 Years	30%	A
53601(k)	Money Market Mutual Funds & Mutual Funds**	5 Years	20%	2-AAA
53601(m)	Collateralized Bank Deposits	5 Years	None	None
53601(n)	Mortgage Pass-Through Securities	5 Years	20%	AA
16429.1	Local Agency Investment Fund (LAIF)	N/A	None	None
53601(d)	County Pooled Investment Funds	N/A	None	None

- * See California Government Code Section 53601 (l) for limits on use of reverse repurchase agreements.
- ** Mutual Funds maturity may be defined as the weighted average maturity; money market mutual funds must have an average maturity of 90 days or less, per SEC regulations.

¹ No more than 30% of surplus funds may be invested in Bankers Acceptances of any one commercial bank.
² 30% if dollar weighted average maturity of all commercial paper does not exceed 31 days. Commercial paper issuers must be organized and operating w/i U.S. and have total assets in excess of \$500 million, and have "A" or higher rating for issuer's debt, other than commercial paper, by Moody's or Standard and Poor's. Purchases may not exceed 10% of outstanding paper of an issuing corporation.



Montecito Sanitary District

1042 Monte Cristo Lane *A Public Service Agency*
Santa Barbara, CA 93108

Phone: (805) 969-4200
www.montsan.org

MONTECITO SANITARY DISTRICT STAFF REPORT – 6E

DATE: January 13, 2025
TO: Board of Directors
FROM: John Weigold, General Manager
SUBJECT: Discussion of Forensic and Compliance Audit of the District

RECOMMENDATION

It is recommended that the Board:

- i) Discuss hiring an accounting firm to perform a forensic and compliance audit of the District; and
- ii) Taking such additional, related action that may be desirable.

BACKGROUND

The Board requested to discuss hiring an accounting firm to perform a forensic and compliance audit of the District finances.

FISCAL IMPACT

To be determined.

ATTACHMENTS: None



Montecito Sanitary District

1042 Monte Cristo Lane *A Public Service Agency*
Santa Barbara, CA 93108

Phone: (805) 969-4200
www.montsan.org

MONTECITO SANITARY DISTRICT STAFF REPORT – 6F

DATE: January 13, 2025
TO: Board of Directors
FROM: John Weigold, General Manager
SUBJECT: Discussion of Reinstating Dual Signatures on District Checks

RECOMMENDATION

It is recommended that the Board:

- i) Discuss reinstating dual signatures on District checks; and
- ii) Taking such additional, related action that may be desirable.

BACKGROUND

Prior to COVID-19 the District required two physical signatures on checks prior to mailing to vendors. On April 9, 2020, the District approved modifying that requirement to require an electronic (email) approval by the Treasurer of the Board of Directors, followed by the General Manager's physical signature on each check prior to mailing each payment. This process currently remains in place by the District.

FISCAL IMPACT

None

ATTACHMENTS:

1. Board Meeting Minutes of April 9, 2020

**MINUTES OF THE REGULAR MEETING
of the
BOARD OF DIRECTORS
of the
MONTECITO SANITARY DISTRICT**

April 9, 2020

1. CALL TO ORDER/ROLL CALL

The Governing Board of the Montecito Sanitary District convened a regular meeting at 1:20 p.m. on April 9, 2020 using Zoom teleconferencing in accordance with State of California Executive Order No. N-29-20 issued on March 17, 2020.

ATTENDANCE

Board Members Present:

Directors Tom Bollay, Thomas Kern, Jeff Kerns, Dana Newquist, and Woody Barrett

Board Members Absent:

None

Also Present and Participating:

Diane M. Gabriel, MSD General Manager/District Engineer
Toni M. McDonald, MSD District Administrator
Carrie Poytress, MSD Engineering Manager
Alex Alonzo, MSD Operations Manager
Karl H. Berger, MSD Legal Counsel
Ken Coates, Ratepayer

2. PUBLIC COMMENT

Mr. Ken Coates addressed the Board.

3. APPROVAL OF MINUTES

The minutes of the March 12, 2020 meeting were included in the agenda packet. On MOTION by Director Newquist and second by Director T. Kern, the Board approved the minutes of March 12, 2020 with the following roll call vote:

AYES: Directors Kern, Newquist, Bollay, Kerns, Barrett
NAYS: None
ABSENT: None
ABSTAIN: None

Montecito Sanitary District
MINUTES – April 9, 2020

4. APPROVAL OF PAYABLES

On MOTION by Director J. Kerns and second by Director T. Kern, the Board approved with a roll call vote these payroll and accounts payable expenses from March 12, 2020 through April 9, 2020:

Accounts Payable Expenses	\$ 118,491.82
Capital Improvement Projects	2,521.10
Recycled Water	10,790.49
Payroll and Related Expenses	<u>184,563.72</u>
Total Expenses	\$ 316,367.13

AYES: Directors Kern, Newquist, Bollay, Kerns, Barrett
 NAYS: None
 ABSENT: None
 ABSTAIN: None

5. NEW BUSINESS

A. Virtual Meeting Protocols

District Counsel Karl H. Berger reported that due to the State of California Executive Order No. N29-20 issued on March 17, 2020, Montecito Sanitary District Board meetings will be held virtually using the teleconferencing application Zoom for the foreseeable future. In order to facilitate these meetings, the Board discussed adopting Virtual Meeting Protocols to ensure public participation in attending and providing public comment.

On MOTION by Director Newquist and Director J. Kerns, the Board adopted the Virtual Meeting Protocols as presented with the following roll call vote:

AYES: Directors Kern, Newquist, Bollay, Kerns, Barrett
 NAYS: None
 ABSENT: None
 ABSTAIN: None

B. COVID-19 Emergency Declaration, Status, and Update Regarding Emergency Measures to Protect District Employees

General Manager Gabriel reported she had issued the District Emergency Declaration on March 19, 2020. She reported staff is working in bonded teams and practicing social distancing and other safety precautions such as additional personal protection equipment and OSHA required safety measures.

The Board discussed the need for additional facilities to minimize exposure of staff while eating, showering, and other necessary activities. The discussion included modifying the plans for a portion of the Essential Services Building to accommodate on a permanent basis and the submittal of an emergency permit for the expedited construction. The Board also discussed the possibility of renting trailers as temporary infrastructure.

Montecito Sanitary District
MINUTES – April 9, 2020

C. Accounting Procedures and Internal Controls – COVID-19 Emergency – Authorization of New Procedures

District Administrator McDonald reported due to the shelter in place order, new accounting procedures are being implemented in order to ensure proper internal controls are being continued. Checks issued will be signed by the General Manager, but will be reviewed and approved electronically by the Treasurer or an alternate Board member. The District also will begin taking payments online through our website by credit card and e-check.

After discussion, on MOTION by Director Newquist and second by Director Barrett, the Board approved the use of electronic signatures be incorporated into the new accounting procedures with the following roll call vote:

AYES: Directors Kern, Newquist, Bollay, Kerns, Barrett
NAYS: None
ABSENT: None
ABSTAIN: None

D. Dissolved Air Flotation Thickener (DAFT) – World Water Works – Notice of Completion

On October 15, 2018 the Board awarded a contract for the purchase of a new Dissolved Air Flotation Thickener (DAFT) to World Water Works, Inc. in the amount of \$532,058.

The final contract amount with World Water Works totaled \$520,829.05. The final contract amount is less than the contract award amount by \$11,228.95 due to a contract change order that was issued providing the District with a credit.

After discussion, on MOTION by Director Newquist and second by Director T. Kern, the Board accepted the DAFT as complete and approved the issuance of a Notice of Completion to World Water Works in the amount of \$520,829.05 with the following roll call vote:

AYES: Directors Kern, Newquist, Bollay, Kerns, Barrett
NAYS: None
ABSENT: None
ABSTAIN: None

E. Resolution No. 2020-923 – Adopting a Record Retention Schedule

The District’s record retention policies and procedures was last reviewed by legal counsel in 2015. Current legal counsel reviewed this policy and recommended adoption of an updated policy. After discussion, the Board indicated they wanted more time to review the resolution and schedule and directed staff to place this item on the next agenda.

F. Designated Reserve Fund at State of California Local Investment Agency Fund (LAIF) – Authorization to Increase Fund Balance

At the Board meeting on January 30, 2020 the Finance Committee reported on their discussion to recommend increasing the Designated Reserve Fund at LAIF from its current amount of approximately \$1,700,000 to \$2,000,000.

Montecito Sanitary District
MINUTES – April 9, 2020

After discussion, on MOTION by Director Newquist and second by Director T. Kern, the Board approved increasing the LAIF Designated Reserve Fund to \$2,000,000 with the following roll call vote:

AYES: Directors Kern, Newquist, Bollay, Kerns, Barrett
NAYS: None
ABSENT: None
ABSTAIN: None

G. Information Items

- General Manager Gabriel asked the Board if there were any questions regarding the 2019 Annual Summary Report to the Regional Water Quality Control Board that had been distributed prior to the March 12th Board meeting.
- Engineering Manager Poytress briefly reviewed the Ocean Outfall annual inspection report which demonstrated the ocean outfall is in good condition.

H. Agreements Signed

None

6. OPERATIONS AND MAINTENANCE

The Board reviewed the information in the Board packet.

7. ITEMS FOR FUTURE AGENDAS

The next Board meeting will be May 14, 2020.

8. ADJOURNMENT

There being no other business, on MOTION to adjourn by Director Newquist and second by Director T. Kern, the MOTION to adjourn passed unanimously at 3:30 p.m. with the following roll call vote:

AYES: Directors Kern, Newquist, Bollay, Kerns, Barrett
NAYS: None
ABSENT: None
ABSTAIN: None

DocuSigned by:
Tom Bollay
B495326C31B84A5...
Thomas Bollay, President

DocuSigned by:
Jeff Kerns
CE040E224F21420...
Jeffrey Kerns, Vice President

DocuSigned by:
Ellwood T. Barrett II
6F90C29F773642A...
Ellwood T. Barrett, Secretary

DocuSigned by:
T. Kern
39220DD4E5B94E8...
Thomas Kern, Treasurer

DocuSigned by:
Dana Newquist
C5DC37ABD26147E...
Dana Newquist, Director



Montecito Sanitary District

1042 Monte Cristo Lane *A Public Service Agency*
Santa Barbara, CA 93108

Phone: (805) 969-4200
www.montsan.org

MONTECITO SANITARY DISTRICT STAFF REPORT – 6G

DATE: January 13, 2025
TO: Board of Directors
FROM: John Weigold, General Manager
SUBJECT: Discussion of Documents Requiring Director Signature

RECOMMENDATION

It is recommended that the Board:

- i) Discuss of documents requiring Director signature; and
- ii) Taking such additional, related action that may be desirable.

BACKGROUND

The Board requested to discuss documents requiring Director signature.

FISCAL IMPACT

None

ATTACHMENTS:

None