#### **BOARD PACKET**

For the Regular Board Meeting of

#### Wednesday, June 19, 2024

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#### **AGENDA**

For the Regular Meeting of the Board on:

#### June 19, 2024

The regular meeting of the Governing Board will begin at 12:00 p.m. on June 19, 2024 in the District's Board Room at 1042 Monte Cristo Lane, Santa Barbara, CA 93108.

Additionally, Director Phillip Hogan will be attending virtually from his location at Atelier 1085/1086, Sun Valley, ID 83353.

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

By visiting: <a href="https://us02web.zoom.us/j/86118975917">https://us02web.zoom.us/j/86118975917</a>

Or by calling: 1-669-900-6833 Meeting ID: 861 1897 5917

#### 1. CALL TO ORDER

- A. ROLL CALL
- **B. PLEDGE OF ALLEGIANCE**
- C. PRESIDENT'S REPORT
- D. <u>AGENDA CHANGES/DELETIONS</u>

#### 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 <u>Instructions for Public Comment</u> on the District's website.

#### 3. CONSENT CALENDAR

- A. Payables from May 1, 2024 through May 31, 2024
- **B.** Board Meeting Minutes of the March 14, 2024 Regular Meeting
- C. Board Meeting Minutes of the March 20, 2024 Special Meeting
- **D.** Board Meeting Minutes of the March 28, 2024 Special Meeting
- E. Board Meeting Minutes of the April 4, 2024 Special Meeting
- F. Board Meeting Minutes of the April 17, 2024 Regular Meeting
- G. Board Meeting Minutes of the May 3, 2024 Special Meeting
- H. Board Meeting Minutes of the May 9, 2024 Special Meeting
- I. Board Meeting Minutes of the May 15, 2024 Regular Meeting
- J. Board Meeting Minutes of the June 5, 2024 Special Meeting

- **K.** Resolution 2024-975 Collecting Sewer Service Charges on the County Tax Roll
- L. Highway 101 Sewer Crossing Relocation Project Notice of Completion
- M. Highway 101 Roundabouts Project Notice of Completion
- N. Administration/Operations Building Roof Project Notice of Completion
- O. Award of Contract Channel Drive Improvement Project
- P. Award of Contract Fiscal Year 2024-25 Sewer Main Lining Project
- Q. Emergency Bypass Pumper Purchase

#### 4. 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 Martin) will report on their June 12, 2024 meeting.
- **B.** The Montecito Sanitary District Wastewater Treatment Plant Upgrades & Maintenance Ad Hoc Committee on their May 14, 2024 meeting

#### 5. <u>CLOSED SESSION</u>

## A. <u>CONFERENCE WITH LEGAL COUNSEL: ANTICIPATED LITIGATION (GOVERNMENT CODE § 54956.9(d)(2))</u>

A point has been reached where, in the opinion of the Board of Directors, on the advice of its legal counsel, based on the below-described existing facts and circumstances, there is a significant exposure to litigation against the District.

Number of Potential Cases: 1

Receipt of written communication threatening litigation (copy available for public inspection with Board Clerk, Government Code § 54956.9(d)(2)))

## B. <u>CONFERENCE WITH LABOR NEGOTIATOR (GOVERNMENT CODE</u> § 54957.6)

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

Name of Employee: John Weigold, General Manager

#### 6. FISCAL YEAR 2024-25 BUDGET ADOPTION

It is recommended that the Board consider:

- i) Adopting the Fiscal Year 2024-25 Proposed Budget; and
- ii) Take such additional, related action that may be desirable.

#### 7. COASTAL HAZARDS MONITORING PLAN UPDATE

It is recommended that the Board:

- i) Receive an update from staff regarding the District's recent Coastal Hazards Monitoring Plan development; and
- ii) Take such additional, related action that may be desirable.

#### 8. <u>ELECTRIC VEHICLE CHARGING POLICY</u>

It is recommended that the Board:

- i) Approve an Electric Vehicle Charging Policy; and
- ii) Take such additional, related action that may be desirable.

## 9. MONTECITO SANITARY DISTRICT AND MONTECITO WATER DISTRICT RECYCLED WATER MEMORANDUM OF UNDERSTANDING UPDATE

It is recommended that the Board:

- Receive a report from staff regarding the status of a Memorandum of Understanding as it relates to Recycled Water between Montecito Sanitary District and Montecito Water District; and
- ii) Take such additional, related action that may be desirable.

#### 10. DISTRICT BENEFITS

It is recommended that the Board:

- i) Receive a presentation from staff regarding District benefits; and
- ii) Take such additional, related action that may be desirable.

#### 11. GENERAL MANAGER'S REPORT

General Manager John Weigold will provide informational, nonactionable updates regarding matters before the District.

#### 12. ITEMS FOR FUTURE AGENDAS

The next regularly scheduled Board meeting will be held on July 17, 2024 at 12:00 pm.

#### 13. ADJOURNMENT

The Montecito Sanitary District has resumed in-person 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.

#### **BOARD LIST OF PAYABLES - MAY 2024**

CHECK DATE	SUMMARY & TYPE	BATCH TOTAL
05/17/2024	ACCOUNTS PAYABLE	164,576.36
	Subtotal	\$ 164,576.36
05/17/2024	CAPITAL IMPROVEMENT PROJECTS	84,322.82
	Subtotal	\$ 84,322.82
05/12/2024	PAYROLL	96,937.91
05/26/2024	PAYROLL	96,943.91
	Subtotal	\$ 193,881.82
	TOTAL	<b>\$ 442,781.00</b>

<sup>\*</sup>All Invoices were reviewed and approved by Department Managers

<sup>\*\*</sup>All Invoices and Payments were reviewed and approved and checks signed by the General Manager

<sup>\*\*\*</sup>Board Treasurer, Edwin Martin, approved all payables by email prior to check mailing

## **Check History Report Sorted By Check Number**

Activity From: 5/1/2024 to 5/31/2024 MONTECITO SANITARY DISTRICT (MSD)

Bank Code:	B OPERATII	NG CASH (MBT)		
Check	Check	•	Check	
Number	Date	Name	Amount	Description
0000029277	5/17/2024	AMAZON CAPITAL SERVICES	1,161.29	Keyboard, Monitors, Cables, Mini Refrigerator, Headlamps, Tape
0000029278	5/17/2024	A-OK POWER EQUIPMENT-SB	130.57	Hedge Trimmer Repair
0000029279	5/17/2024	AT&T MOBILITY	23.24	Office Data Port-April
0000029280	5/17/2024	BARTLETT, PRINGLE & WOLF, LLP	12,427.00	June 2023 Financial Audit-March
0000029281	5/17/2024	BASHAN, WILLIAM (or) BETH	2,300.00	Deposit Refund-659 Hodges Lane
0000029282	5/17/2024	BIG GREEN CLEANING COMPANY	2.603.00	Janitorial Services-May
0000029283		CANON FINANCIAL SERVICES INC	146.53	Canon Copier Lease Payment-May
0000029284	5/17/2024	CED ROYAL INDUSTRIAL SOLUTIONS	632.76	Lift Station VFD Controller
0000029285		CINTAS CORPORATION #684	4,638.63	Uniforms, Towels, Mats, Disposable Gloves-Cleaning/Rental-Mar/Apr
0000029286		CINTAS	217.72	Replenish First Aid Supplies
0000029287		CLEAN WATER SOCAL	1,800.00	Annual Membership Dues
0000029288		COLANTUONO, HIGHSMTIH &	3,847.50	Legal Counsel Services-April
0000029289		COMPUVISION COMMUNICATIONS	6,790.16	Workstation Replacement-Felix, IT Services, Acrobat License 1 user
0000029290		CALIFORNIA WATER ENVIRONMENT	653.00	Staff Certification and Membership Renewals
0000029291		DOCU PRODUCTS	10.19	Copier Maintenance Agreement-May
0000029292		DXP ENTERPRISES, INC	1,274.95	Belt Press Feed Pump Parts
0000029292		ENGEL & GRAY, INC	5,899.53	Biosloids Hauling, Bin Rental-April
0000029293		ENVIRONMENTAL SCIENCE	14,138.29	Engineering for the Coastal Hazards Monitoring Plan-March
0000029294		FELIX, MARCO	225.00	Boot Allowance
		FISHER SCIENTIFIC		
0000029296			810.60	Lab Testing Supplies  Phone Service for Lift Station 1, 2, 4, and WW/TD April
0000029297		FRONTIER	1,361.85	Phone Service for Lift Station 1, 2, 4, and WWTP-April
0000029298		GLS COMPANIES	780.00	Landscape Service-April
0000029299		GRAINGER	915.28	Flange Gaskets, Thread Sealant, Tie-Down Straps, Strut Channel
0000029300		HACH COMPANY	575.39	Lab Testing Supplies
0000029301		HASA	14,570.18	Sodium Hypochlorite
0000029302		KIMBALL MIDWEST	812.00	Valve Replacement Flange Bolt Kits
0000029303		LABARGE, PIERRE (or) ALLISON	468.84	Reimbursement for Pool Cleanup at 350 San Ysidro Road
0000029304		LORI'S MOBILE NOTARY &	62.00	New Administrative Tech II Fingerprinting
0000029305		MARBORG INDUSTRIES	968.94	Refuse Disposal/Recycling/Portable Restroom Rental- April
0000029306		MONTECITO BANK & TRUST	2,864.07	Gas Detector Parts, Lab Water, Notary Exam Fees, Board Lunches
0000029307		MCCORMIX CORP	1,681.51	Vehicle Fuel and Oil 04/15-04/30/24
0000029308		MICHAEL VIETTONE CIVIL ENG	350.00	Engineering Services for 664 Oak Grove Drive Sewer Extension
0000029309		MUNICIPAL MAINT EQUIPMENT	754.92	4-Way Control Valve for Vac-Con
0000029310		MOTION INDUSTRIES, INC	1,390.30	A/B Blower Filters, Tube Replacement Bulbs
0000029311	** ****	MOUNTAIN SPRING WATER	285.60	Bottled Drinking Water, Cooler Rental-April
0000029312	5/17/2024	MONTECITO WATER DISTRICT	669.20	Water Service-April
0000029313		MONTECITO WATER DISTRICT	2,154.28	Water Truck Usage; Oct-Dec and Jan-Mar
0000029314	5/17/2024	MYKRANTZ, DONALD	3,084.00	Deposit Refund - 722 Knapp Drive
0000029315		O'CONNOR PEST CONTROL WEST	150.00	Rodent Control at WWTP
0000029316	5/17/2024	OILFIELD ENVIRONMENTAL &	157.50	Outside Lab Analyses
0000029317	5/17/2024	PAYCHEX OF NEW YORK, LLC	381.70	Payroll Services-April
0000029318	5/17/2024	PLUMBERS DEPOT, INC	1,895.32	Collection Tools
0000029319	5/17/2024	POLYDYNE, INC	4,832.59	Polymer for Belt Press
0000029320	5/17/2024	PURETEC INDUSTRIAL WATER	465.67	Quarterly Water Softener Tank Rental, Sodium Tank Exchange
0000029321	5/17/2024	RALPH ANDERSEN & ASSOCIATES	2,500.00	Salary Survey Progress Payment
0000029322	5/17/2024	RINGCENTRAL, INC.	706.46	Phone Service-April
0000029323	5/17/2024	ROLLINS, CAROLE	1,656.10	Travel Expense Reimbursement
0000029324	5/17/2024	ROTTENBERG, ROBERT (or) RANA	2,300.00	Deposit Refund - 2420 Sycamore Canyon Road
0000029325	5/17/2024	SAFEGUARD BUSINESS SYSTEMS	88.14	Bank Deposit Slips
0000029326	5/17/2024	SANSUM CLINIC	516.00	Pre-Employment Physical for new Administrative Tech II

0000029327	5/17/2024	SANTA BARBARA FASTENERS, INC	40.74	Parts for Roller Drum and A/B Blower
0000029328	5/17/2024	SOUTHERN CALIFORNIA EDISON CO	17,942.69	Electric Service-April
0000029329	5/17/2024	SOCAL GAS	261.77	Gas Service-April
0000029330	5/17/2024	STAPLES	28.87	Office Supplies
0000029331	5/17/2024	STREAMLINE	375.00	Website Hosting Services-May
0000029332	5/17/2024	TAFT ELECTRIC COMPANY	568.96	On-Call Electrical/Instrumentation Services
0000029333	5/17/2024	THE WIDROE GROUP	6,666.66	Administrative Tech II Recruitment Progress Payment
0000029334	5/17/2024	TRI-COUNTY OFFICE FURNITURE	765.08	New Office Chair for Administrative Tech II
0000029335	5/17/2024	TRUE HORIZON, LLC	5,765.00	Deposit Refund for 1510-1516 East Mountain Drive
0000029336	5/17/2024	UNIVAR SOLUTIONS	6,680.50	Sodium Bisulfite
0000029337	5/17/2024	UNDERGROUND SERVICE ALERT	141.25	75 Dig Alert Tickets for April
0000029338	5/17/2024	USA BLUE BOOK	1,605.20	Odor Neutralizing Supplies for Lift Station 5, Collection Tools
0000029339	5/17/2024	LOS ANGELES TRUCK CENTERS, LLC	729.92	Vac-Con Service Parts
0000029340	5/17/2024	VENTURA AIR CONDITIONING CO.	750.00	Preventative Maintenance of the Lab HVAC System
0000029341	5/17/2024	VERIZON BUSINESS	1,041.92	Collection/Operations iPad Tablets-March/April
0000029342	5/17/2024	WATER SYSTEMS CONSULTING, INC.	9,805.00	Sewer Model Development-March/April
0000029343	5/17/2024	ZWORLD GIS	2,280.00	GIS Development, Support, Maintenance-May
		Bank B Total:	164,576.36	

0000001463         5/17/2024         BEST CONTRACTING SERVICES, INC.         60,521.63         CIP No. F001; Admin/Ops Roof Rej           0000001464         5/17/2024         FAMCON PIPE & SUPPLY, INC         1,783.50         CIP No. CMAN; Manhole Frames a           0000001465         5/17/2024         FILIPPIN ENGINEERING         1,470.00         CIP No. C002; Construction Manag           Slip Lining Project		Check	
0000001463         5/17/2024         BEST CONTRACTING SERVICES, INC.         60,521.63         CIP No. F001; Admin/Ops Roof Rej           0000001464         5/17/2024         FAMCON PIPE & SUPPLY, INC         1,783.50         CIP No. CMAN; Manhole Frames a           0000001465         5/17/2024         FILIPPIN ENGINEERING         1,470.00         CIP No. C002; Construction Manag           Slip Lining Project	r Date Name	Amount	Description
0000001464         5/17/2024         FAMCON PIPE & SUPPLY, INC         1,783.50         CIP No. CMAN; Manhole Frames a           0000001465         5/17/2024         FILIPPIN ENGINEERING         1,470.00         CIP No. C002; Construction Manag           Slip Lining Project	1462 5/17/2024 ASPECT ENGINEERING GROUP	10,191.55	CIP No. T003; SCADA Implementation Services
0000001465 5/17/2024 FILIPPIN ENGINEERING 1,470.00 CIP No. C002; Construction Manag Slip Lining Project	1463 5/17/2024 BEST CONTRACTING SERVICES, INC.	60,521.63	CIP No. F001; Admin/Ops Roof Replacement
Slip Lining Project	1464 5/17/2024 FAMCON PIPE & SUPPLY, INC	1,783.50	CIP No. CMAN; Manhole Frames and Covers
0000001466 5/17/2024 SOUTHLAND WATER TECHNOLOGIES 9 356 14 CIR No. LEME: Mission Box Replace	1465 5/17/2024 FILIPPIN ENGINEERING	1,470.00	CIP No. C002; Construction Management for Hwy 101 Sewer Main Slip Lining Project
0000001400 3/17/2024 300111EAND WATER TECHNOLOGIES 3,550.14 CIT No. ELIME, MISSION BOX REPIAC	01466 5/17/2024 SOUTHLAND WATER TECHNOLOGIES	9,356.14	CIP No. LEME; Mission Box Replacements
Bank G Total: 83,322.82	Bank G Total	83,322.82	

For the Regular Meeting of the Board on:

#### March 14, 2024

#### 1. CALL TO ORDER

The Governing Board of the Montecito Sanitary District convened a regular meeting at 12:03 pm on Thursday, March 14, 2024. The meeting was also broadcast using Zoom teleconferencing.

#### **ATTENDANCE**

#### **Board Members Present:**

Directors Hogan, Johnson, Martin, 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
Aleks Giragosian, MSD General Legal Counsel
Darrell Becker, Becker Studios
LMR, Member of the Public
PPP Zoom, Member of the Public
Guest, Member of the Public
Jack, Member of the Public

#### 2. PUBLIC COMMENT

No members of the public provided comment.

#### 3. COMMITTEE REPORTS

Directors Barrett and Hogan reported on their March 12, 2024 meeting with the Summerland Sanitary District.

#### 4. <u>CONSENT CALENDAR</u>

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

A. Board Meeting Minutes of the February 22, 2024 Regular Board Meeting

AYES: Directors Hogan, Johnson, Martin, Ohlmann, and Barrett

NAYS: None ABSTAIN: None ABSENT: None

#### 5. <u>DISTRICT BUSINESS ITEMS</u>

#### A. ORDINANCE NO. 23 – EASEMENT ENCROACHMENT

The Board received a presentation from staff regarding an updated Ordinance governing easement encroachments. After discussion it was decided to continue the item to its own Special Meeting on March 20, 2024 at 1:30pm. No actions were taken.

#### **B. DISCUSSION ON DISTRICT AUDITS**

The Board received a presentation from the Business and Administrative Manager on the District's audit cycle and a high level summary of what the Districts' audit process looks like. No actions were taken.

#### C. COASTAL HAZARDS MONITORING PLAN

ON MOTION by Director Barrett, Seconded by Director Hogan, the Board voted to:

- Authorize the General Manager to execute a contract with Environmental Science Associates to prepare a Coastal Hazards Monitoring Plan for the District in the amount of \$57,007; and
- ii) Authorize the General Manager to approve expenditures of up to \$5,701 (10%) as a change order allowance for any necessary changes in scope of work.

AYES: Directors Hogan, Johnson, Martin, Ohlmann, and Barrett

NAYS: None ABSTAIN: None ABSENT: None

**NOTE:** Director Johnson left at 3:46pm.

#### D. <u>DISCUSSION ON FREQUENCY OF REGULAR BOARD MEETINGS</u>

ON MOTION by Director Barrett; Seconded by Director Hogan, the Board voted to update the Regular Board Meeting date and time to the third Wednesday of each month at 12:00pm.

AYES: Directors Hogan, Johnson, Martin, Ohlmann, and Barrett

NAYS: None ABSTAIN: None

ABSENT: Director Johnon

#### E. DISCUSSION ON GRANTS

The Board discussed the Districts approach to looking into grants and how to go about having resources to apply for grants. No action was taken.

#### F. <u>DISCUSSION ON SEWER MAIN EXTENSIONS AND FINANCING</u>

The Board discussed the Districts approach to identifying potential sewer main extension projects and the various ways to finance those projects. No action was taken.

#### G. DISCUSSION ON DISTICT INVESTMENT POLICY

The Board received a brief report on the history of the Districts' Investment Policy and the current strategy the Investment Ad Hoc Committee has for the investment of its operating and capital improvement project funds. No action was taken.

#### 6. GENERAL MANAGER'S REPORT

The Board received an information, nonactionable update from the General Manager John Weigold on relevant matters currently facing the District.

#### 7. ITEMS FOR THE NEXT AGENDA

The next Board meeting will be a General Meeting of the Board on March 14, 2024. No topics were discussed to add to that agenda.

#### 8. ADJOURNMENT

The meeting adjourned at 5:57 pm ON MOTION by Director Martin, Seconded by Director Hogan.

These minutes were presented for approval at the Regular Board Meeting on June 19, 2024.

_	Ellwood T. Barrett II, President	
Minutes taken and prep	pared by:	
Stephen Williams		
<b>Business and Administ</b>	trative Manager/Clerk of the Board	

For the Special Meeting of the Board on:

#### March 20, 2024

#### 1. CALL TO ORDER

The Governing Board of the Montecito Sanitary District convened a special meeting at 1:36 pm on Wednesday, March 20, 2024. The meeting was also broadcast using Zoom teleconferencing.

#### **ATTENDANCE**

#### **Board Members Present:**

Directors Hogan, Johnson, Martin, 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
Ricardo Larroude, MSD Collections & Maintenance Superintendent
Bryce Swetek, MSD Engineering Manager
Alex Giragosian, MSD Legal Counsel
Chris Jacobs, Member of the Public
Ginger Anderson, Brownstein, Hyatt, Fraber, Schreck, LLP

Jeremy Stone, Member of the Public

Lisa Murphy Rivas, Member of the Public

Becker Studios, Local Business

#### 2. PUBLIC COMMENT

Two members of the public addressed the Board regarding Agenda Item 3A.

#### 3. <u>DISTRICT BUSINESS ITEMS</u>

#### A. ORDINANCE NO. 23 – EASEMENT ENCROACHMENT

ON MOTION by Direct Barrett; Seconded by Director Barrett, the Board voted to adopt Ordinance No. 23 – Easement Encroachment.

AYES: Directors Hogan, Johnson, Martin, Ohlmann, and Barrett

NAYS: None ABSTAIN: None ABSENT: None

4.	<b>ITEMS</b>	<b>FOR</b>	THE	<b>NEXT</b>	<b>AGENDA</b>
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The next Board meeting will be a Special Meeting of the Board on March 28, 2024. No topics were brought up as potential future agenda items.

5. ADJOURNMEN	۱T.
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The meeting adjourned at 3:18 pm ON MOTION by Director Hogan, Seconded by Director Johnson.

These minutes were presented for approval at the Regular Board Meeting on June 19, 2024.

-	Ellwood T. Barrett II, President
Minutes taken and pr	epared by:
Stephen Williams	
*	strative Manager/Clerk of the Board

For the Special Meeting of the Board on:

March 28, 2024

#### 1. CALL TO ORDER

The Governing Board of the Montecito Sanitary District convened a special meeting at 12:11 pm on Thursday, March 28, 2024. The meeting was also broadcast using Zoom teleconferencing.

#### **ATTENDANCE**

#### **Board Members Present:**

Directors Hogan, Martin, Ohlmann, and Ellwood T. Barrett II

#### **Board Members Absent:**

Director Johnson

#### Also Present and Participating:

John Weigold, MSD General Manager Stephen Williams, MSD Business and Administrative Manager Doug Johnson, Ralph Andersen & Associates

**NOTE:** During the Presidents' Report Director Barrett formed a Wastewater Treatment Plan Upgrades & Maintenance Ad Hoc Committee with Directors Hogan and Ohlmann acting as members and Director Martin as an alternate. This Ad Hoc will work in conjunction with staff as decisions are made about the future of the District's Wastewater Treatment Plant.

#### 2. PUBLIC COMMENT

No members of the public provided comment.

#### 3. COMMITTEE REPORTS

Directors Johnson and Martin reported on their March 26, 2024 Finance Committee Meeting.

#### 4. CONSENT CALENDAR

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

A. Payables from February 1, 2024 through February 29, 2024

AYES: Directors Hogan, Johnson, Martin, Ohlmann, and Barrett

NAYS: None ABSTAIN: None ABSENT: Johnson

#### 5. CLOSED SESSION

#### A. PUBLIC COMMENT

No members of the public addressed the Board.

## B. <u>CONFERENCE WITH LABOR NEGOTIATOR (GOVERNMENT CODE</u> §54957.6)

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

Name of Employee Organizations: Service Employees International Union (SEIU) Local 620, Montecito Sanitary District Management Group

Reportable Action: None

#### 6. ITEMS FOR THE NEXT AGENDA

The next Board meeting will be a Regular Meeting of the Board on April 17, 2024. Topics brought up as possible agenda items were as follows:

- District insurance and coverage
- Consideration of lifting the freeze on management merit increases

#### 7. ADJOURNMENT

The meeting adjourned at 3:39 pm ON MOTION by Director Hogan, Seconded by Director Martin.

These minutes were presented for approval at the Regular Board Meeting on June 19, 2024.

Minutes taken and prepared by:		Ellwood T. Barrett II, President
Charles Williams	Minutes taken and prepa	ared by:
Charles Williams		
Siennen williams	Stephen Williams	

For the Special Meeting of the Board on:

#### **April 4, 2024**

#### 1. CALL TO ORDER

The Governing Board of the Montecito Sanitary District convened a special meeting at 12:11 pm on Thursday, April 4, 2024. The meeting was also broadcast using Zoom teleconferencing.

#### **ATTENDANCE**

#### **Board Members Present:**

Directors Hogan, Johnson, Martin, 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

#### 2. PUBLIC COMMENT

No members of the public provided comment.

#### 3. COMMITTEE REPORTS

Directors Johnson and Martin reported on their March 26, 2024 Finance Committee Meeting.

#### 4. CONSENT CALENDAR

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

A. Payables from February 1, 2024 through February 29, 2024

AYES: Directors Hogan, Johnson, Martin, Ohlmann, and Barrett

NAYS: None ABSTAIN: None ABSENT: Johnson

#### 5. CLOSED SESSION

#### A. PUBLIC COMMENT

No members of the public addressed the Board.

## B. <u>CONFERENCE WITH LABOR NEGOTIATOR (GOVERNMENT CODE</u> §54957.6)

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

Name of Employee Organizations: Service Employees International Union (SEIU) Local 620, Montecito Sanitary District Management Group

Reportable Action: None

Note: Director Johnson left at 2:25 pm.

#### 6. <u>ITEMS FOR THE NEXT AGENDA</u>

The next Board meeting will be a Regular Meeting of the Board on April 17, 2024. Topics brought up as possible agenda items were as follows:

- Hearing on proper approach to realizing repairs to the plant, considering timeframe and cost
- Lifting the freeze on management merit increases

#### 7. ADJOURNMENT

The meeting adjourned at 2:52 pm ON MOTION by Director Hogan, Seconded by Director Martin.

These minutes were presented for approval at the Regular Board Meeting on June 19, 2024.

	Ellwood T. Barrett II, President
Minutes taken and prepa	ared by:
	-
Stephen Williams	
Business and Administra	ative Manager/Clerk of the Board

For the Regular Meeting of the Board on:

#### **April 17, 2024**

#### 1. CALL TO ORDER

The Governing Board of the Montecito Sanitary District convened a regular meeting at 12:13 pm on Wednesday, April 17, 2024. The meeting was also broadcast using Zoom teleconferencing.

#### **ATTENDANCE**

#### **Board Members Present:**

Directors Hogan, Johnson, Martin, and Ellwood T. Barrett II

#### **Board Members Absent:**

Director Hogan

#### Also Present and Participating:

John Weigold, MSD General Manager Stephen Williams, MSD Business and Administrative Manager Aleks Giragosian, MSD General Legal Counsel Ricardo Larroude, MSD Collections & Maintenance Superintendent Carole Rollins, MSD Laboratory & Pretreatment Manager Jack, Member of the Public

#### 2. PUBLIC COMMENT

No members of the public provided comment.

#### 3. CONSENT CALENDAR

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

A. Fiscal Year 2023-24 Unaudited Quarterly Financial Reports – December 31, 2023

AYES: Directors Johnson, Martin, Ohlmann, and Barrett

NAYS: None ABSTAIN: None

ABSENT: Director Hogan

#### 4. <u>SECONDARY CLARIFIER MAINTENANCE</u>

ON MOTION by Director Hogan, Seconded by Director Johnson, the Board voted to:

i) Authorize the General Manager to approve a purchase order with Evoqua Water Technologies in the amount of \$106,770.90 for the purchase of necessary parts for maintenance of the Wastewater Treatment Plan clarifiers.

AYES: Directors Johnson, Martin, Ohlmann, and Barrett

NAYS: None ABSTAIN: None

ABSENT: Director Hogan

## 5. <u>1950 LEMON RANCH SEWER MAIN RELOCATION AND DEDICATION AGREEMENT</u>

ON MOTION by Director Barrett, Seconded by Director Hogan, the Board voted to:

- i) Approve the Dedication Agreement for the sewer main relocation located at 1950 Lemon Ranch; and
- ii) Determine that this action is not subject to California Environmental Quality Act (CEQA) pursuant to State CEQA Categorical Exemption 15302 (C) as well as Statutory Exemption 15282 (k) of the Public Resources Code Section 21080.21.

AYES: Directors Johnson, Martin, Ohlmann, and Barrett

NAYS: None ABSTAIN: None

ABSENT: Director Hogan

#### 6. PRESENTATION

#### A. <u>AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR 2021-22</u> <u>PRESENTED BY BARTLETT, PRINGLE, & WOLFF</u>

The Board received a presentation from Ms. Tracey Solomon, CPA of Bartlett, Pringle, and Wolff (BPW), LLP on its Fiscal Year 2021-22 Audit. ON MOTION by Director Barrett, Seconded by Director Martin, the Board voted to receive and file the Montecito Sanitary District's 2021-22 Financial Statements Audit Report and Letter of Required Communication.

AYES: Directors Johnson, Martin, Ohlmann, and Barrett

NAYS: None ABSTAIN: None

ABSENT: Director Hogan

## 7. WASTEWATER TREATMENT PLANT (WWTP) SEISMIC AND MATERIALS STUDY

ON MOTION by Director Barrett, Seconded by Director Hogan, the Board voted to:

- i) Authorize the General Manager to execute a contract with SSG Structural Engineers (SSG) to prepare a Wastewater Treatment Plant (WWTP) Seismic and Materials Study (Study) to the District in the amount of \$212,270; and
- ii) Authorize the General Manager to approve expenditures of up to \$21,227 (10%) as a change order allowance for any necessary changes in scope of work.

AYES: Directors Johnson, Martin, Ohlmann, and Barrett

NAYS: None ABSTAIN: None

ABSENT: Director Hogan

#### 8. DISTRICT INSURANCE POLICIES

This item was moved to a future meeting date.

#### 9. <u>CLOSED SESSION</u>

#### A. PUBLIC COMMENT

No members of the public addressed the Board.

## B. <u>CONFERENCE WITH LABOR NEGOTIATOR (GOVERNMENT CODE</u> §54957.6)

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

Name of Employee Organizations: Service Employees International Union (SEIU) Local 620, Montecito Sanitary District Management Group

Reportable Action: None

Note: Director Johnson left during the closed session.

#### 10. MANAGEMENT MERIT INCREASES

ON MOTION by Director Hogan, Seconded by Director Martin, the Board voted to lift the suspension on Management Merit Increases.

AYES: Directors Johnson, Martin, Ohlmann, and Barrett

NAYS: None ABSTAIN: None

ABSENT: Directors Hogan and Johnson

#### 11. ITEMS FOR THE NEXT AGENDA

The next Board meeting will be a Regular Meeting of the Board on May 15, 2024. Topics brought up as possible agenda items were as follows:

• District insurance and coverage

- 1950 Lemon Ranch update
- Salary Study
- SSG Update

#### 12. ADJOURNMENT

The meeting adjourned at 6:01 pm ON MOTION by Director Martin, Seconded by Director Hogan.

These minutes were presented for approval at the Regular Board Meeting on June 19, 2024
Ellwood T. Barrett II, President
Minutes taken and prepared by:
Stephen Williams

Business and Administrative Manager/Clerk of the Board

For the Special Meeting of the Board on:

May 3, 2024

#### 1. CALL TO ORDER

The Governing Board of the Montecito Sanitary District convened a special meeting at 10:13 am on Friday, April 4, 2024. The meeting was also broadcast using Zoom teleconferencing.

#### **ATTENDANCE**

#### **Board Members Present:**

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

#### **Board Members Absent:**

Director Martin

#### Also Present and Participating:

John Weigold, MSD General Manager Stephen Williams, MSD Business and Administrative Manager

#### 2. PUBLIC COMMENT

No members of the public provided comment.

#### 3. CLOSED SESSION

#### A. PUBLIC COMMENT

No members of the public addressed the Board.

## B. <u>CONFERENCE WITH LABOR NEGOTIATOR (GOVERNMENT CODE</u> <u>§54957.6)</u>

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

Name of Employee Organizations: Service Employees International Union (SEIU) Local 620, Montecito Sanitary District Management Group

Reportable Action: None

Note: Director Johnson left closed session 11:26 am.

#### 4. ITEMS FOR THE NEXT AGENDA

The next Board meeting will be a Regular Meeting of the Board on May 15, 2024. Topics brought up as possible agenda items were as follows:

- Revisit working with Montecito Water District on a Memorandum of Understanding as it pertains to Recycled Water
- Continue coordinating with Summerland Sanitary District

#### 5. <u>ADJOURNMENT</u>

The meeting adjourned at 12:55 pm ON MOTION by Director Hogan, Seconded by Director Ohlmann.

These minutes were presented for approval at the Regular Board Meeting on June 19, 2024
Ellwood T. Barrett II, President
Minutes taken and prepared by:

Stephen Williams

Business and Administrative Manager/Clerk of the Board

For the Special Meeting of the Board on:

May 9, 2024

#### 1. CALL TO ORDER

The Governing Board of the Montecito Sanitary District convened a special meeting at 1:33 pm on Friday, May 9, 2024. The meeting was also broadcast using Zoom teleconferencing.

#### **ATTENDANCE**

#### **Board Members Present:**

Directors Hogan, Johnson, and Ohlmann

#### **Board Members Absent:**

Director Martin and Barrett

#### Also Present and Participating:

John Weigold, MSD General Manager Stephen Williams, MSD Business and Administrative Manager

#### 2. PUBLIC COMMENT

No members of the public provided comment.

#### 3. <u>CLOSED SESSION</u>

#### A. PUBLIC COMMENT

No members of the public addressed the Board.

## B. <u>CONFERENCE WITH LABOR NEGOTIATOR (GOVERNMENT CODE</u> §54957.6)

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

Name of Employee Organizations: Service Employees International Union (SEIU) Local 620, Montecito Sanitary District Management Group

Reportable Action: None

#### 4. ITEMS FOR THE NEXT AGENDA

The next Board meeting will be a Regular Meeting of the Board on May 15, 2024. The following topic was requested to be added to the next agenda:

- Discussion of a completed salary study and consideration of salary adjustments for represented and unrepresented employee of the District
- Report from the Finance Committee meeting

5.	ADJOURNMENT The meeting adjourned at 4:08 pm ON MOTION by Director Johnson, Seconded by Director Ohlmann.
	These minutes were presented for approval at the Regular Board Meeting on June 19, 2024.
	Ellwood T. Barrett II, President
	Minutes taken and prepared by:

Stephen Williams

Business and Administrative Manager/Clerk of the Board

For the Regular Meeting of the Board on:

May 15, 2024

#### 1. CALL TO ORDER

The Governing Board of the Montecito Sanitary District convened a regular meeting at 12:07 pm on Wednesday, May 15, 2024. The meeting was also broadcast using Zoom teleconferencing.

#### **ATTENDANCE**

#### **Board Members Present:**

Directors Hogan, Johnson, Martin, Ohlmann, and Ellwood T. Barrett II

#### **Board Members Absent:**

None

#### Also Present and Participating:

Stephen Williams, MSD Business and Administrative Manager Aleks Giragosian, MSD General Legal Counsel Mar Souza, Summerland Sanitary District District Administrator John Franklin, Summerland Sanitary District Board of Director Gary Robinson, Summerland Sanitary District Board of Director David Lews, Summerland Sanitary District Operations Manager Noah Boland, Member of the Public Jeff, Member of the Public

#### 2. PUBLIC COMMENT

No members of the public addressed the Board.

#### 3. COMMITTEE REPORTS

Director Johnson reported on the May 10, 2024 Finance Committee meeting.

#### 4. CONSENT CALENDAR

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

- A. Payables from March 1, 2024 through March 31, 2024
- B. Payables from April 1, 2024 through April 30, 2024
- C. Board Meeting Minutes of the January 11, 2024 Regular Board Meeting
- D. Fiscal Year 2023-24 Unaudited Quarterly Financial Reports March 31, 2024
- E. Resolution 2023-974 Service Charge Hearing Date

AYES: Directors Hogan, Johnson, Martin, Ohlmann, and Barrett

NAYS: None ABSTAIN: None ABSENT: None

#### 5. SUMMERLAND SANITARY DISTRICT DISCUSSION

The District discussed ways to leverage opportunities with the Summerland Sanitary District, including getting feedback and information from the attending Board Members and Staff of Summerland Sanitary District. No actions were taken.

#### 6. RECYLCED WATER PLANNING GRANT

ON MOTION by Director Ohlmann, Seconded by Director Barrett, the Board voted to:

- i) Accept a grant award of \$219,930 from the State Water Resources Control Board for the joint Montecito Sanitary District and Montecito Water District Recycled Water Feasibility Study; and
- ii) Authorize the General Manager to cut a check to Montecito Water District for half of the grant award (\$109,965) as this study was a joint effort.

AYES: Directors Hogan, Johnson, Martin, Ohlmann, and Barrett

NAYS: None ABSTAIN: None ABSENT: None

## 7. <u>CEQA NOTICE OF EXEMPTION FOR PROTECTIVE MEASURES OF DISTRICT FACILITIES (JANUARY 2023)</u>

ON MOTION by Director Hogan, Seconded by Director Ohlmann, the Board voted to:

i) Determine that this action is not subject to California Environmental Quality Act (CEQA) pursuant to State CEQA Exempt Status: Emergency Project (Section 15629), Categorical Exemption Class 2 (Section 15302) and Class 4 (Section 15304) as well as Statutory Exemption (State Code 15269).

#### 8. CLOSED SESSION

#### A. PUBLIC COMMENT

No members of the public addressed the Board.

## B. <u>CONFERENCE WITH LABOR NEGOTIATOR (GOVERNMENT CODE</u> §54957.6)

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

Name of Employee Organizations: Service Employees International Union (SEIU) Local 620, Montecito Sanitary District Management Group

Reportable Action: None

**Note:** Director Johnson left at 4:20 pm.

#### 9. FISCAL YEAR 2024-25 DRAFT BUDGET

The Board received a presentation from the Business and Administrative Manager on the DRAFT Fiscal Year 2024-25 Budget. No actions were taken.

#### 10. <u>DISTRICT INSURANCE POLICIES</u>

This item was continued to a future Board Meeting.

#### 11. GENERAL MANAGER'S REPORT

General Manager John Weigold was absent from this meeting so no report was given.

#### 12. ITEMS FOR THE NEXT AGENDA

The next Board meeting will be a General Meeting of the Board on March 14, 2024. The following topics were brought up as potential agenda items:

- The final Fiscal Year 2023-24 Budget
- The General Manager should present a summary of results of the Salary Survey and make recommendations for Salary Adjustments
- Approval of MSD Salary Ranges for next year
- An updated on the Memorandum of Understanding with Montecito Water District
- An Ad Hoc Committee report on its May 14, 2024 meeting

#### 13. ADJOURNMENT

The meeting adjourned at 5:24 pm ON MOTION by Director Hogan, Seconded by Director Ohlmann.

These minutes were presented for approval at the Regular Board Meeting on March 14, 2024.

_	Ellwood T. Barrett II, Presiden
Minutes taken and prep	pared by:
1 1	<b>,</b>
Stephen Williams	
<b>Business and Administ</b>	rative Manager/Clerk of the Board

For the Special Meeting of the Board on:

June 5, 2024

#### 1. CALL TO ORDER

The Governing Board of the Montecito Sanitary District convened a special meeting at 1:10 pm on Wednesday, June 5, 2024. The meeting was also broadcast using Zoom teleconferencing.

#### **ATTENDANCE**

#### **Board Members Present:**

Directors Hogan, Johnson, Martin, 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 Aleks Giragosian, MSD General Legal Counsel

#### 2. PUBLIC COMMENT

No members of the public provided comment.

#### 3. CLOSED SESSION

#### A. PUBLIC COMMENT

No members of the public addressed the Board.

## B. <u>CONFERENCE WITH LABOR NEGOTIATOR (GOVERNMENT CODE</u> §54957.6)

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

Name of Employee Organizations: Service Employees International Union (SEIU) Local 620, Montecito Sanitary District Management Group

Reportable Action: None

#### 4. ITEMS FOR THE NEXT AGENDA

The next Board meeting will be a Regular Meeting of the Board on May 15, 2024. The following topic was requested to be added to the next agenda:

- Presentation from Staff on current District benefits
- An update on the Sea Rise Study
- Status or suspension of MOU for Recycled Water

5.	A	D	J	H	$\mathbb{R}$	N۱	Æ	NT
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The meeting adjourned at 3:47 pm ON MOTION by Director Johnson, Seconded by Director Martin.

These minutes were presented for approval at the Regular Board Meeting on June 19, 2024.

Ellwood T. Barrett II, President

Minutes taken and prepared by:

Stephen Williams

Business and Administrative Manager/Clerk of the Board

#### **RESOLUTION NO. 2024-975**

# RESOLUTION OF THE GOVERNING BOARD OF THE MONTECITO SANITARY DISTRICT ORDERING THE FILING WITH THE COUNTY AUDITOR OF A REPORT OF SEWER SERVICE CHARGES FOR FISCAL YEAR 2024-25 TO BE PLACED ON AND COLLECTED BY MEANS OF THE COUNTY TAX ROLL

**WHEREAS** the Governing Board by its Ordinance No. 6 dated July 2, 1990 elected to collect certain of its sanitary sewer service charges by means of the County Tax Roll; and

**WHEREAS** pursuant to section 5473 of the Health and Safety Code, the Governing Board of the District has in previous years caused to be filed annual reports with the Auditor of the County of Santa Barbara (the "previous reports"), which describe each parcel of real property then receiving services or facilities furnished by the District and, for each such parcel, the charge for said services or facilities; and

WHEREAS pursuant to section 5473 of the Health and Safety Code, the Governing Board of the District has this year prepared a revised report which, with the previous reports, describes each parcel of real property receiving services or facilities furnished by the District and, for each such parcel, the charge for Fiscal Year 2024-25 computed in conformity with the charges with Resolution No. 2016-897 dated May 9, 2016; and

**WHEREAS** the previous reports are hereby incorporated by reference and the previous reports and the revised report are hereinafter referenced collectively as the "report;" and

**WHEREAS** pursuant to section 5473.1 of the Health and Safety Code and Resolution No. 2024-974 dated May 15, 2024, a hearing on the report was set for 12:00 o'clock p.m. on the 19th day of June 2024; and

**WHEREAS** notice of said hearing was given by publication and mailing as required by section 5473.1 and proof of publication are on file with the District; and

WHEREAS at said time and place said hearing was held; and

**WHEREAS** at said hearing the Governing Board of the MONTECITO SANITARY DISTRICT heard and considered all objections or protests to said report;

#### NOW, THEREFORE, BE IT RESOLVED:

- 1. That all of the recitals contained in the preamble to this Resolution are true;
- 2. That this Governing Board finds that the protests, if any, are not made by the owners of a majority of the separate parcels described in the report on file with the District;
- 3. The report shall be and it is hereby adopted and it is determined that each charge as set forth in said report is proper;

- 4. That the Secretary of this Governing Board and of the District shall, on or before the 28<sup>th</sup> day of July, 2024, file or cause to be filed with the Auditor of the County of Santa Barbara a copy of said report, together with a statement endorsed thereon that said report has been adopted by the Governing Board of the MONTECITO SANITARY DISTRICT;
- 5. That pursuant to section 5473.4 of the Health and Safety Code, the Auditor of the County of Santa Barbara, State of California, shall enter the amounts of the charges against the respective lots or parcels of land as they appear on the current assessment roll;
- 6. That the amount of the charges shall constitute a lien against the lot or parcel of land against which the charge has been imposed as of noon the first day immediately preceding date of levy; and
- 7. That the hearing is hereby concluded.

**PASSED AND ADOPTED** by the Governing Board of the MONTECITO SANITARY DISTRICT on the 19<sup>th</sup> day of June, 2024 by the following vote:

AYES: Directors Barrett, Hogan, Johnson, Martin, and Ohlmann

NAYS: None
ABSTAIN: None
ABSENT: None



Elwood T Barrett II, President of the Governing Board of the MONTECITO SANITARY DISTRICT

ATTEST:

Stephen Williams, Clerk to the Governing Board of the MONTECITO SANITARY DISTRICT



## MONTECITO SANITARY DISTRICT STAFF REPORT- 3L

**DATE:** June 19, 2024

**TO:** Board of Directors

**FROM:** John Weigold, General Manager

Bryce Swetek, Engineering Manager

**SUBJECT:** Highway 101 Sewer Crossing Lining Project – Notice of Completion

**SUMMARY**: The project includes installing a single pipe run of approximately 298

linear feet of 12-inch diameter Cured In Place Piping (CIPP) liner and two pipe runs of approximately 190 linear feet of CIPP liner as well as Primus

Liner. Construction was completed in January 2024.

#### RECOMMENDATION

Staff recommends that the Board of Directors accept the Highway 101 Sewer Crossing Lining Project, as complete and approve the issuance of a Notice of Completion for a total final project cost of \$1,786,349.27.

#### Fiscal Impact –

Construction Costs					
	Contracted Amount	\$973,780.00			
Hwy 101 Sewer Crossing	Remove Permits and Fees	(\$5,000)			
Lining	Construction Contract	(ψυ,σσσ)			
(Tierra Contracting)	Change Orders 1-4	\$120,90.00			
(	Invoiced Amount	\$1,089,714.61			
Posilipo Force Main	Contracted Amount	\$186,000.00			
Relocation and Restoration –	Construction Contract	Ψ100,000.00			
Phase 1	Change Orders 1-4	(\$2,659.06)			
(Toro)	Invoiced Amount	\$183,340.94			
Construction Management/Inspection	Contracted Amount	\$82,365.00			
(Filippin Engineering)	Invoiced	\$61,245.50			
Environmental/Archeological Permitting & Monitoring	Contracted Amount	\$139,047.00			
(Rincon Consulting)	Invoiced	\$24,996.70			
Construction/Bidding Engineering Support	Contracted Amount	\$23,805			
(MNS Engineers)	Invoiced	\$20,962.50			
County of Santa Barbara	Permit Fees	\$2,475.41			
UPRR	Permit Fees	\$1,045.00			
	Total Construction Budget	\$1,700,000.00			
	<b>Total Construction Cost</b>	\$1,382,735.66			
	Support Costs				
Engineering Design (Flowers	Contracted Amount	\$177,806.00			
& Associates)	Invoiced	\$66,296.57			
Engineering Design (Earth	Contracted Amount	\$30,000.00			
Systems)	Invoiced	\$13,018.50			
Sam Hill & Sons	Contracted Amount	\$118,104.00			
Sam Tim & Sons	Invoiced	\$86,222.00			
County of Santa Barbara	Permit Fees	\$296.00			
	Contracted Amount	\$194,127.00			
Engineering Design (MNS	Amendments 1-3	\$45,528.00			
Engineers)	Amended Total	\$239,655.00			
	Invoiced	\$237,780.54			
	Total Support Budget	\$194,127.00			
	Total Support Cost	\$403,613.61			
Total Final Project Cost (Construction and Support) \$1,786,349					
	Total Budget Allocated	\$1,894,127.00			
Cost Differential \$107,7					

**Public Notice** – A Notice of Completion letter will be sent to the Tierra Contracting for the construction portion of the project. See Attachment 1.

Goals and Objectives – To file a Notice of Completion to close the project.

**Environmental Determination** – Project was Categorically exempt by CEQA.

Analysis – Justifications: Regarding the construction change order amount for Tierra, the change orders are attached (Attachment 2) to this Staff Report and they provide the justifications. The additional \$5,000 difference is due to the District taking over the permitting task (Caltrans Encroachment, County Encroachment, Coastal Development permits) and the cost due to Tierra was credited back to the District. Only the County issued a permit fee as Caltrans did not charge the District their fee due it being their project. Additionally, we piggy-backed on the Caltrans' Coastal Development permit, thus no permit fee was required. The Posilipo Force Mains Relocation – Phase 1 construction cost is included in this Notice of Completion as the cost is linked to the overall budget of this Project. Staff notes the invoiced amount for Rincon is far below the contracted amount. This is primarily due to the fact that the project did not encounter groundwater or cultural/archeological artifacts of significance, which a majority of the contract was based on. Staff also notes steps will be taken to secure reimbursement for qualified construction costs of the project from Santa Barbara County Association of Governments (SBCAG). The amount of reimbursement will be brought to the Board's attention at a later date.

#### **OTHER DEPARTMENTS INVOLVED:** Collections

#### **ATTACHMENTS:**

- 1. Notice of Completion
- 2. Change Orders



## Montecito Sanitary District

1042 Monte Cristo Lane Santa Barbara, CA 93108 General Manager: John Weigold

A Public Service Agency

PHONE: (805) 969-4200 www.montsan.org jweigold@montsan.org

June 19, 2024

Mr. Blair Douglas Tierra Contracting 5484 Overpass Road Santa Barbara, CA 93111

SUBJECT: NOTICE OF COMPLETION- HIGHWAY 101 SEWER CROSSING LINING PROJECT

BID NO. 2023-02

Dear Mr. Douglas:

On June 19, 2024, during a continuation of a regularly scheduled board meeting, the Montecito Sanitary District Board of Directors took action to accept the Highway 101 Sewer Crossing Lining Project as complete. The one-year warranty period commenced on the date of your submitted Notice of Completion on January 30, 2024. As determined by the contract, the warranty period will end on January 30, 2025.

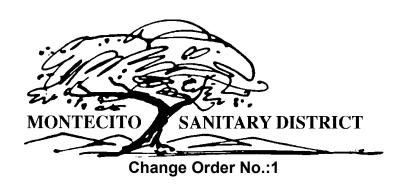
The final price of \$1,089,714.61 has been determined to be the final cost for this contract. If you have any questions, please contact the District office at (805) 969-4200.

Sincerely,

Bryce Swetek, P.E.

**Engineering Manager** 

Bruse Swetch



PROJECT: HIGHWAY 101 SEWER CROSSING LINING PROJECT

CONTRACT: 2023-CON-003

BID NO.: 2023-02

PREPARED: JANUARY 3, 2024

#### **DESCRIPTION:**

- 1. Install (2) each Primus Liners in the East and West 6-inch Force Mains per Insituform installation work plan submittal. Epoxy coated connector ends shall be installed per the hand drawn sketch provided by Insituform. All flanges shall have flange insulation kits (including sleeves for bolts and insulating washers) installed to prevent future corrosion between dissimilar metals. Each end shall have a 1-inch saddle and riser, terminating in a surface level valve box to allow any water accumulation between the previously installed liner and the Primus Liner to escape.
- 2. The new Primus Liners shall be tested per the same previously approved testing procedure of 50 psi for 1 hour. The (2) each Primus Liners shall come with an extended 5-year warranty provided by Insituform. Extension of the surety bonds are not included in this change order request.

Total Additional Cost = \$0.00 Total Additional Working Days = 15

#### REASON FOR CHANGE:

1. On December 6, 2023, two 6-inch InsituMain® CIPP Liners were installed. Attempts to pass pressure tests on both lines from December 8 to December 14, 2023, failed. As of December 14, a Primus Liner System was proposed to address the pressure test issues with the InsituMain® CIPP Liner. The District reviewed the proposed liner technology with MNS Engineers and Fillipin Engineering. It was determined under the conditions listed in Tierra's Letter, and as shown in the Bid Proposal, the Primus Liner System would be approved. Additional contract working days were needed to adequately review the Primus Liner System submittal, installation, and pressure testing.

Original Contract Amount	\$973,780.00
Total Contract Amount Change by Previous Change Orders	\$0.00
Contract Amount Prior to this Change Order:	\$973,780.00
Contract Amount to be Increased by this Change Order	\$0.00

Final Adjusted Contract Amount	\$973,780.00
Original Contract Working Days	40 Days
Total Change of Contract Working Days by Previous Change Orders	0 Days
Contract Working Days Prior to Change Order	40 Days
Contract Working Days to be Increased by this Change Order	15 Days
Final Adjusted Working Days	55 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:

Tier a Contracting, Inc.

<u>1/03/2024</u>

Date

APPROVED:

1/03/2024

General Manager, Montecito Sanitary District

Date

#### Attachments:

- Tierra Bid Proposal dated January 3, 2024
- Tierra Letter, dated December 26, 2023
- Insituform Sketch
- Insituform Letter, dated December 14, 2023

#### **DISTRIBUTION:**

Blair Douglas, Tierra Contracting, blair.douglas@tierracontracting.com
Dustin Kor, Tierra Contracting, dustin@tierracontracting.com
Daniel Barnard, Tierra Contracting, dbarnard@tierracontracting.com
Tyler Beets, Fillipin Engineering, tyler@fecivil.com
Kevin Connors, Fillipin Engineering, kevin@fecivil.com
Tyler Hunt, MNS Engineers, thunt@mnsengineers.com
Bryce Swetek, MSD, bswetek@montsan.org
John Weigold, MSD, jweigold@montsan.org
Ricardo Larroude, MSD, rlarroude@montsan.org

Tierra Contracting, Inc. 5484 Overpass Rd Santa Barbara, CA 93111

# PROPOSAL



LIC# 416114 DIR# 1000008320

Phone: (805) 964-8747 Fax: (805) 964-4438 **Proposal:** 2023 093 Date: 1/03/2024

To:	Proiect:
Montecito Sanitary District Attn. Bryce Swetek 1042 Monte Cristo Lane Santa Barbara, CA 93101	Highway 101 Sewer Crossing Lining Project  Primus Liners in 6in Force Mains

This duly licensed company or individual TIERRA CONTRACTING, INC. (License No. 416114) Hereinafter called Contractor, agrees to construct in a good and workmanlike manner for Owner, furnishing all labor, material, tools and equipment therefore, the work as noted herein for the unit prices as set for the below:

#### **SCOPE OF WORK**

#### Change Order Request

### Primus Liner Installation in East and West 6in Force Mains

Install (2) each Primus Liners in the East and West 6in Force Mains per Insituform installation work plan submittal. Epoxy coated connector ends shall be installed per the hand drawn sketch provided by Insituform. All flanges shall have flange insulation kits (including sleeves for bolts and insulating washers) installed to prevent future corrosion between dissimilar metals. Each end shall have a 1in saddle and riser, terminating in a surface level valve box to allow any water accumulation between the previously installed liner and the Primus Liner to escape.

The new Primus Liners shall be tested per the same previously approved testing procedure of 50 psi for 1 hour. The (2) each Primus Liners shall come with an extended 5 year warranty provided by Insituform. Extension of the surety bonds are not included in this change order request.

> Total Cost = \$0.00Additional Contract Days Requested = 15 working days

Acceptance:	
Tiarra Cantractina	. :.

Tierra Contracting is hereby authorized to furnish and install the above equipment and materials at the price and under the terms and conditions as set forth above:

Owner <u>Date</u>

TIERRA CONTRACTING, INC.

BLAIR DOUGLAS



December 26, 2023

Mr. Bryce Swetek Engineering Manager 1042 Monte Cristo Lane Santa Barbara, CA 93108

SUBJECT: PRIMUS LINE SYSTEM SUBMITTAL REVIEW – HIGHWAY 101 SEWER CROSSING

LINING PROJECT BID NO. 2023-02. CONTRACT NO. 2023-CON-003

Mr. Swetek,

Tierra Contracting has reviewed your letter dated December 20<sup>th</sup>, 2023. The 12/20/23 MSD letter provides contingent approval for the Primus Liner System if certain conditions are met. Below is Tierra's response to MSD's conditions:

- 1. <u>The Contractor shall submit an installation plan along with a detail on how the</u> Primus Line will connect to the host pipe.
  - a. Please see attached Appendix from Insituform which outlines the installation process and provides a detail for the connection to the host pipe.
- 2. <u>The Primus Line System shall be installed along each force main (the west and east pipe).</u>
  - a. Insituform will install the Primus Line System in both the west and east pipes.
- 3. The Primus Line System shall come with an extended 10-year warranty.
  - a. Insituform can only provide a 5-year extended warranty for the Primus Line System.
- 4. <u>The installation and procurement of the Primus Line System shall be at the expense of the contractor.</u>
  - a. Confirmed. Installation and procurement of the Primus Line System shall be at the expense of the contractor.

Based on the above confirmation of Montecito Sanitary District's conditions, Tierra hereby formally requests approval to install the Primus Line System to repair the leaking Insituform liners.



Time is of the essence and Tierra and Insituform are ready to complete this project. Please respond as soon as possible with authorization to proceed with the installation of the Primus Line System.

Thank you,

Blair Douglas

President

**Tierra Contracting** 

580 Goddard Avenue Chesterfield, MO 63005 Tel: 636-530-8000 Fax: 636-530-8701 www.aegion.com

December 26, 2023

RE: BID No. 2023-02 - Highway 101 Sewer Crossing Lining Project

To Whom It May Concern:

The purpose of this letter is to provide a formal request to install the Primus Liner System to repair the leaking InsituMain Liner. Below are direct answers to the City of Montecito's contingency items:

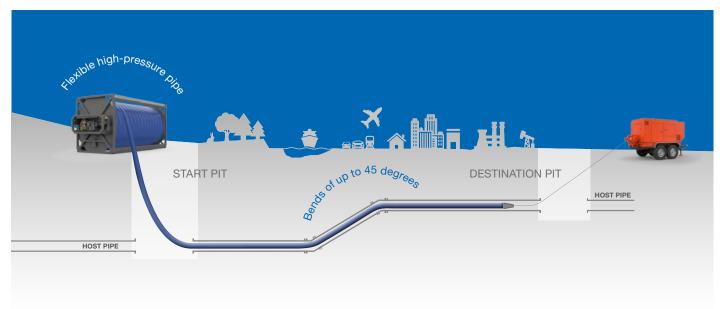
- 1. The Contractor shall submit an installation plan along with a detail on how the Primus Liner will connect to the host pipe.
  - a. Please see the attached Appendix that outlines the installation process and provides a detail for the end termination connection.
- 2. The Primus Line System shall be installed along each force main (the west and east pipe).
  - a. Insituform will install the Primus Liner system in both the west and east pipes.
- 3. The Primus Line System shall come with an extended 10-year warranty.
  - a. Insituform can provide only a 5-year extended warranty for the Primus Line System.
- 4. The installation and procurement of the Primus Line System shall be at the expense of the Contractor.
  - a. Insituform will install/procure the Primus Line System at our expense.

Please contact us with any additional questions you may have.

Sincerely,

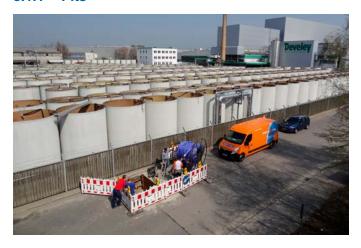
David Bibayan Sr. Project Manager Insituform Technologies

### 5. Installation Process



#### 5.1 Access to the Host Pipe

#### 5.1.1 Pits



Pits are required at the beginning and the end of each rehabilitation section. Pits in between have to be established with the same dimensions.

#### Key pit details:

- clear workspace of 40 cm (approx. 15.8 inches) underneath the pipe.
- ▶ clear workspace of 60 cm (approx. 23.6 inches) on either side of the pipe.
- pipe to be rehabilitated to protrude from the pit wall by not less than 60 cm (approx. 23.6 inches)

The pipe section to be removed inside the pit has to be at least 1.25 m (approx. 4.1 feet) and up to max. 2.75 m (approx. 9 feet) (required workspace) long. The length varies with the system diameter and the number of connectors to be installed (one connector in each pit at starting and end pits, two connectors in intermediate pits). The pits have to be built in compliance with the generally acknowledged and valid codes of technical practice. It is subject to the mandatory industrial accident prevention codes and regulations of construction associations as well as the local standards and safety codes.

#### 5.1.2 Distribution and Valve Pits

The manhole represents either the starting point (inserting the liner) or an intermediate point (pulling the liner through). A manhole at the end pit (pulling the liner out) is generally inconvenient. The liner should be pulled out with the lowest possible angle. The manhole should be replaced with a pit. Additional civil works like core holes or breaking down some of the manhole may be used to prepare the manhole at the end for pulling out the liner. Access to the manhole must be large enough to feed-through the connector flange.

#### Key details for working inside the manhole:

- ▶ clear workspace of 40 cm (approx. 15.8 inches) underneath the pipe.
- clear workspace of 60 cm (approx. 23.6 inches) on either side of the pipe.
- pipe to be rehabilitated to protrude from the manhole wall by not less than 60 cm (approx. 23.6 inches)



In order to create workspace, the host pipe can also be cut off directly at the manhole wall. In that case, the connector will be attached to a plate on the outer sleeve and screwed to the manhole wall.

The pipe section to be removed inside the manhole has to be at least 1.25 m (approx. 4.1 feet) and up to max. 2.75 m (approx. 9 feet) (required

workspace) long. The length varies with the system diameter and the number of connectors to be installed (one connector in each manhole at starting and end points, two connectors in intermediate manholes).

Working in the manholes must comply with the generally acknowledged and valid codes of technical practice. All work is subject to the mandatory industrial accident prevention codes and regulations of construction associations as well as the local standards and safety codes.

#### 5.1.3 Pump Rooms

The procedure for pump rooms is equivalent to that of section 6.1.2.

#### 5.2 Cutting the Pipe

The pipes in pits, manholes and rooms are to be cut to a length of at least 1.25 m (approx. 4.1 feet) and not more than 2.75 m (approx. 9 feet) (required workspace). The length varies with the system diameter and the number of connectors to be installed (one connector in each manhole at starting and end points, two connectors in intermediate manholes).

Each pipe cut must be made perpendicular to the pipe axis. It has to be deburred and chamfered at the inner diameter of the host pipe. At each of the cut-off points, both the inner and outer diameter of the pipe have to be measured and documented. The pipe material must be described and documented as well.

# 5.3 Camera Inspection of Host Pipe Prior to Cleaning

The entire pipe length has to be inspected prior to cleaning the host pipe and inserting the liner. The camera inspection will be recorded and the recording submitted to the customer at the end of the project.



At each of the cut-off points, both the inner and outer diameter of the pipe have to be measured and documented. The pipe material must be described and documented. Both camera inspection and recording/validation will focus on the following points:

- reductions in cross sections caused by incrustations and obstacles protruding into the cross section (sagging weld seam roots, protruding flanges, screws, pins, plugs, fittings or sacrificial anodes).
- sudden changes in cross section (steps)
- ▶ direction changes (bends)

Camera inspection results will be taken as the basis of planning how to clean the pipe. Ideally, the project setup includes a camera inspection of the pipe section to be handled already. Apart from inspecting the pipe, the camera will be used to establish a rope connection between the pits.

#### 5.4 Cleaning the Pipe



The goal of the rough cleaning is to provide a free inner diameter of the pipe. Therefor high water pressure cleaning techniques are used. Spring steel scrapers and rubber discs have also shown their support in the rough cleaning process. Pigs can also be sufficient to clean non-metal pipes and pipes with a non-metal internal coating (not including subsequent cement mortar coatings). Stationary obstacles (casting defects, sagging weld seam roots, protruding flanges, screws, pins, plugs, fittings or sacrificial anodes, etc.) protruding from the pipe wall will be removed by removing the pipe section containing the obstacle or by using a milling robot equipped with diamond tools. Weld seams have to be machined until they are perfectly uniform and flat all the way around.

#### 5.5 Camera Inspection of Host Pipe After Cleaning



The entire pipe length has to be reinspected after cleaning and before inserting the liner. The camera inspection will be recorded and the recording submitted to the customer at the end of the project. Both camera inspection and recording/validation will focus on the following points:

cross section after cleaning: free from reductions in cross section caused by incrustations and obstacles protruding into the cross section (sagging weld seam roots, protruding flanges, screws, pins, plugs, fittings or sacrificial anodes).

- maximum cross-sectional jumps or maximum mismatch of pipe joints: At and near a cross-sectional jump, the minimum width to be obtained is the outside diameter of the fitted liner.
- direction changes (bends): detection of the bend radius; the bend to negotiate must have a minimum radius of not less than 1.5xD. Liner installation and subsequent application of operating pressure supports a maximum of 45° bends.

#### 5.6 Inserting of the Liner



The liner is folded by the manufacturer and its U-shape is maintained by adhesive tape. The U-shaped and folded liner is spooled onto transport reels (max. outside diameter: 2.5 m (approx. 8.2 feet), drum shaft diameter: 1 m (approx. 3.3 feet) and placed at the starting pit of the section. Depending on the reel weight and length, either unwinding rails or unwinding stations are used to unwind the liner from the reels.

A winch is placed at the destination pit of the pipe section. From there, the rope of the winch is pulled through the pipe to the pit at the starting point. Depending on the liner diameter, the length of liner to be inserted and the bends in the section, either a rope or a pulling head is attached to insert the liner. The rope or pulling head is connected to the rope of the winch.

To prevent the liner from twisting while being inserted, an anti-twist device is installed between the rope (or pulling head) and the rope of the winch. On straight sections, the liner can be inserted with speeds of up to 10 m (approx. 32.8 feet) per minute. When going through bends, the insertion speed is to be reduced to not more than 5 m (approx. 16.4 feet) per minute. Inserting the liner is complete when at least 3 m (approx. 9.8 feet) of tensionless liner after the rope or pulling head come to rest in the destination pit.

#### 5.7 Inflating the Liner by Means of Compressed Air



In order to inflate the liner or to give it its final round shape, sealing balloons are used to close the beginning (pit 1) and end (pit 2) of the liner. One of the sealing balloons features a bypass. Oil-free compressed air has to be blown into the bypass and from there into the liner. At an internal pressure of 0.5 bar (approx. 7.3 psi) or higher, the adhesive tapes (maintaining the U-shape) begin to break. All of the tapes will have opened at a maximum internal liner pressure of 1 bar (approx. 14.5 psi). After inflating the liner, the liner can be cut to a length of 1 m (approx. 3.3 feet) projecting the host pipe in both the starting and destination pits. The 1 m (approx. 3.3 feet) of projecting end of liner is required to install the connectors.

#### 5.8 Installing the Connectors



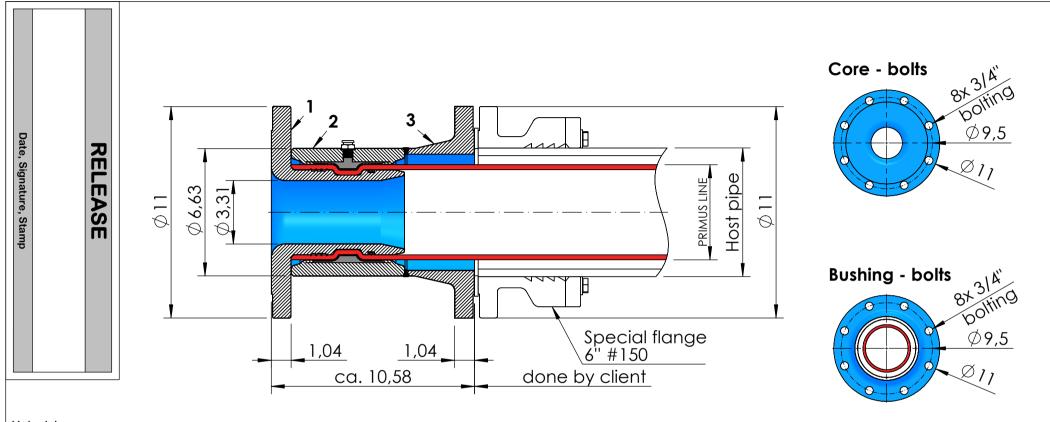
A two-piece design of connector is used. The liner is mechanically jammed-in between an outer sleeve and a connector core. The outer sleeve is fitted with a flange and is screwed to the flange of the host pipe. The outer sleeve may also be welded to the host pipe if the host pipe is made of weldable steel. After attaching the outer sleeve, the liner is cut directly at the edge of the sleeve. Either a flange or a welded end is attached to the connector core which is inserted in the liner or the outer sleeve. Like this, the adapter (i.e. the link between the rehabilitated section and the adjoining pipe) can be screwed or welded to the connector core. The connectors provide a permanently sealed connection between the rehabilitated pipe section and the adjoining pipe section.

#### 5.9 Pressure or Leak Test



To perform the pressure or leak test, a blind flange is used to close the flange at the connector core. Another option is to use a dished boiler end to close the welded end of the connector core. The connectors need to be safeguarded with reference to the horizontal forces resulting from the test pressure that the sample was exposed to. Any known method of leak-testing metal and non-metal pipes may be used to test the liner.

Water liners and oil liners are tested by using potable water. Gas liners are tested by using compressed air.



## Material:

Inspection certificate appropriate DIN EN 10204
Coating:
AkzoNobel Resicoat® blue similar to RAL 5015

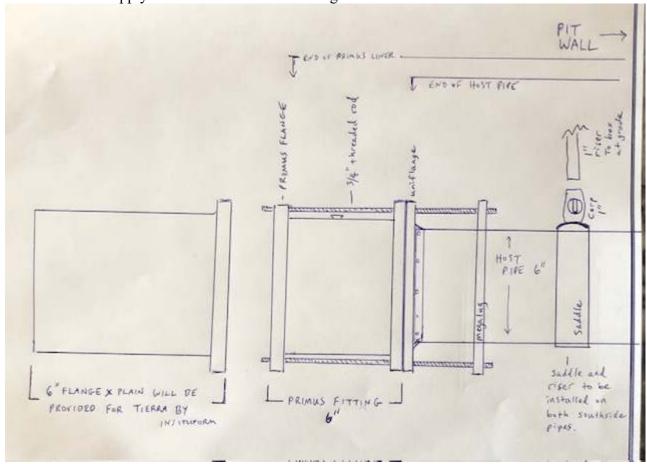
Dimensions in inches

Customer: Project: Constructor: Site:  Medium: Operating pressure: Host pipe: Existing Flange:		Operating pressure: Host pipe:			PRIMUSOLINE		LINE	System drawing		
Pos.	Piece	Component		Material	Weight		Date	Name		Piece: 2
1	1	MD-6''-Coupling-Core-#150-SF		S355J2H	30,6 lbs	Drawn	14.11.2017	Bauer	Installation of couplir MD - 6inch - Water - #150	
2	1	MD-6''-Coupling-Bushing		S355J2H	22,3 lbs	Checked				
3	1	Welding Neck Flange ANSI B 16.5 6'' #150 R	F STD	A105	24,0 lbs					
						Quotatio	n number		Drawing number MD-6inch-W-#150-	Sheet 1 / 1
		Montecito Sanitary District Regular Board Meeting June 19, 2024 Page 47 of 311				Rädlinger primus line GmbH Kammerdorfer Straße 16, D-93413 Cham Telefon +49 9971 - 4003 - 100 / Fax +49 9971 - 4003 - 123 primusline@raedlinger.com / www.primusline.com		ector		



580 Goddard Avenue Chesterfield, MO 63005 Tel: 636-530-8000 Fax: 636-530-8701 www.aegion.com

Sketch showing pit wall, diameters, host pipe end and primus end. Insituform will supply Plain End Ductile Irion flanges for all 4 ends.





580 Goddard Avenue Chesterfield, MO 63005 Tel: 636-530-8000 Fax: 636-530-8701 www.aegion.com

Picture of a primus connector. Corrosion protection coating and flat gaskets between all flanges.





580 Goddard Avenue Chesterfield, MO 63005 Tel: 636-530-8000 Fax: 636-530-8701 www.aegion.com

December 14, 2023

RE: Montecito, CA – 6" InsituMain® Liner Installation

To Whom It May Concern:

The purpose of this letter is to address the pressure test issues with the InsituMain® CIPP Liner. After performing two pressure tests over the last week and based on the on-site observations, it has been determined that the non-structural coated layer has been damaged. The purpose of the coated layer is to provide a watertightness barrier between the effluent system and the structural InsituMain components. Considering the location of the damage, there is not an applicable point repair system available.

The recommended repair for the watertightness layer would be to utilize the Primus Liner system. This is a hose style liner designed to only take internal pressure. The recommended 6" Primus Liner system has an external diameter measurement of 5.28-inches and would fit perfectly into this lined pipe. In addition, the internal pressure rating for this product is over 500psi, which is well over the required 50-psi pressure test for this project. Attached to this letter is the technical specifications for the Primus Liner.

Please contact us with any additional questions you may have.

Sincerely,

Amber Wagner, PhD, PE

ander Wagner

Director of Engineering and Product Commercialization Insituform Technologies, LLC





# Primus Line MD - 150/6" - W

## **Product description**

Primus Line® is a trenchless technology for the rehabilitation of pressure pipelines composed of a flexible high-pressure liner and specially developed connectors. It is manufactured in nominal diameters ranging from DN 150/6" to DN 500/20" and suitable for the transportation of the following types of water:

- potable waterfirefighting water
- industrial water
- sea water
- waste water





# Primus Line MD - 150/6" - W

### **Technical specifications**

Dimension			Inner Layer		
min. inner-Ø of host pipe	5.91	[inch]	plastic type	PE	[-]
wall thickness of liner	0.24	[inch]	colour	black	[-]
outer-Ø of liner (in use)	5.28	[inch]			
inner-Ø of liner (in use)	4.80	[inch]	Reinforcement		
Mass	1.5	[lbs/ft]	fiber type	aramid	[-]
255		[]	fabric type	single-layer	[-]
Pressure			max. pulling force	18,031	[lbf]
min. burst pressure	2,030	[psi]			
min. operating pressure	> 0	[psi]	Outer Layer		
max. operating pressure (MOP) *1	812	[psi]	plastic type	PE	[-]
pressure in a 1.5-D bend	MOP STP		colour	blue	[-]
max. operating pressure (MOP)	0°   812   1,015	[psi]			
max. test pressure (STP)		[psi]	Operating Conditions		
		[psi]	allowed pH-factor	5 to 9	[-]
	45° 439 549	[psi]	max. temperature of medium *2	122	[°F]
Flow			recommended max. flow rate	9.8	[ft/s]
at v=3.28 ft/s	1,486	[ft³/h]			
k-factor (roughness)	0.0011	[inch]	Assembling		
C-factor (Hazen-Williams-Factor)	145-150	[-]		00 : 404	F0=1
	0.2		surrounding temperature	23 to 104	[°F]

#### Contact

Raedlinger Primus Line Inc. 112 South Tryon Street 1130 Charlotte, NC, 28284, USA info@primusline.com www.primusline.com

#### Manufacturer

Rädlinger primus line GmbH Kammerdorfer Strasse 16 93413 Cham, Germany info@primusline.com

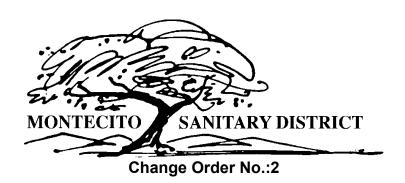
#### Legend

- \*1 determined according to ISO
- \*2 depending on the connector system



The information in this document is based on our current knowledge and experience. Unless specified through a standard, the tests were carried out using internal methods on in-house testing equipment. Tests using other methods or other test equipment might produce different results. As a result of our ongoing development work, we reserve the right to modify products and change the features of the products. The information provided in this document cannot be used to derive any legally binding assurance or warranty for certain properties or the suitability of the product for a specific application.

Montecito Sanitary District



PROJECT: HIGHWAY 101 SEWER CROSSING LINING PROJECT

CONTRACT: 2023-CON-003

BID NO.: 2023-02

PREPARED: May 17, 2024

#### **DESCRIPTION:**

1. Lumen Line Conflict

Total Additional Cost = \$75,914.82
Total Additional Working Days = 3

#### REASON FOR CHANGE:

1. It was determined in early October that Lumen, a telecommunications company, would be constructing a new telecommunication duct bank (Lumen Line) within our project area as part of their efforts to comply with the Caltrans Hwy 101 project. Efforts were made to coordinate with Lumen and the Hwy 101 Project Team to revise their construction schedule so Tierra could complete their work without conflicting with the new Lumen Line. Alas, the Lumen's project was deemed critical to execute by the Hwy 101 Project Team, so their construction went ahead of the District's. This resulted in Tierra modifying their construction plan efforts to protect the Lumen line in place. This change order reflects the additional labor, equipment, time, and materials cost for this effort. The slurry backfill was added in lieu of native as part of a constructability and safety issue due to site constraints.

Original Contract Amount	\$973,780.00
Total Contract Amount Change by Previous Change Orders	\$0.00
Contract Amount Prior to this Change Order:	\$973,780.00
Contract Amount to be Increased by this Change Order	\$75,914.59
Final Adjusted Contract Amount	\$1,049,694.82
Original Contract Working Days	40 Days
Total Change of Contract Working Days by Previous Change Orders	15 Days

Contract Working Days Prior to Change Order	55 Days
Contract Working Days to be Increased by this Change Order	3 Days
Final Adjusted Working Days	58 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: Nam \ January 5/21/2024

Tierra Contracting, Inc. Date

APPROVED: 5/24/2024

General Manager, Montecito Sanitary District Date

#### Attachments:

• Tierra Proposal dated March 18, 2024

#### **DISTRIBUTION:**

Blair Douglas, Tierra Contracting, blair.douglas@tierracontracting.com
Dustin Kor, Tierra Contracting, dustin@tierracontracting.com
Kevin Connors, Filippin Engineering, kevin@fecivil.com
Bryce Swetek, MSD, bswetek@montsan.org
John Weigold, MSD, jweigold@montsan.org
Ricardo Larroude, MSD, rlarroude@montsan.org

Tierra Contracting, Inc. 5484 Overpass Rd Santa Barbara, CA 93111

# PROPOSAL



LIC# 416114 DIR# 1000008320

Phone: (805) 964-8747

Fax: (805)964-4438

Proposal: 2023 093

Date: 3/18/2024

To:	Project:
Montecito Sanitary District	<b>Highway 101 Sewer Crossing Lining Project</b> Shoring Rental vs. Purchase

This duly licensed company or individual TIERRA CONTRACTING, INC. (License No. 416114)

Hereinafter called Contractor, agrees to construct in a good and workmanlike manner for Owner, furnishing all labor, material, tools and equipment therefore, the work as noted herein for the unit prices as set for the below:

#### **SCOPE OF WORK**

### Extra Excavation & Shoring - Lumen Fiber Line Conflict - REV.2

Work includes all labor, materials, and equipment necessary to set-up temporary traffic control for additional excavation and work to install and rent trench shoring boxes, hydraulic jacks, and plates for extended time to accommodate reduced and restricted area due to recently installed Lumen Fiber Lines now running through the designed and quoted project excavation zone. All work, temporary traffic control utilizing flagman, and trench protection to be done per latest Montecito Sanitary District and County of Santa Barbara standards & specifications.

Labor & Equipment Cost = \$50,592.60

Temporary Traffic Control & Flaggers = \$10,056.00

Trench Shield Rental Cost - 3 ea. (8'x8'x4') = \$2,420.55

Trench Plate Rental Cost - 2 ea. (8'x20') = \$936.32

Hydraulic Jack Rental Cost = \$186.99

Slurry Backfill = \$9,277.59

Total Cost = \$75,914.82

General Bid Excludes: Fees, Plans, Permits, Staking, Landscaping, Soil Testing, Additional Move-ins, Responsibility for damage to all unknown/unmarked existing onsite utilities, Winterization of Project (Sediment Control-Strawbale Barriers around Catchbasins), Storm Water Protection Plan, all costs associated with contaminated soil or ground water.

Note: Dunden lund watering material cost our bids are good for 30 days after submission

Regular Board Meeting June 19, 2024

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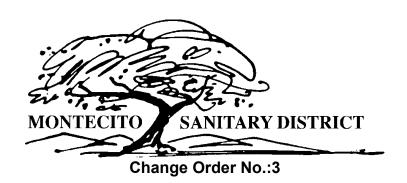
Tierra Contracting, Inc. 5484 Overpass Rd Santa Barbara, CA 93111

# PROPOSAL



LIC# 416114 DIR# 1000008320

Acceptance: Tierra Contracting is hereby authorized to furnish and install the above equipment and materials at the price and under the terms and conditions as set forth above:	TIERRA CONTRACTING, INC.
Owner	DUSTIN KOR
Date	



PROJECT: HIGHWAY 101 SEWER CROSSING LINING PROJECT

CONTRACT: 2023-CON-003

BID NO.: 2023-02

PREPARED: May 17, 2024

#### **DESCRIPTION:**

1. Lumen Line Conflict

Total Additional Cost = \$34,874.00 Total Additional Working Days = 5

#### REASON FOR CHANGE:

1. Upon further evaluation of the existing two 6-inch force main risers, located within the manhole in Posilipo Lane, it was determined to re-route the risers from the manhole to a location outside of the manhole. This change allows Staff greater flexibility to enter the manhole and increase performance of routine maintenance of the manhole and connected piping. This work was not in the original set of plans, therefore, a change order was required. The work included additional excavation, pipeline fittings, new gate valve, and backfill as well as the labor, equipment, and extended traffic control.

Original Contract Amount	\$973,780.00
Total Contract Amount Change by Previous Change Orders	\$75,914.59
Contract Amount Prior to this Change Order:	\$1,049,694.82
Contract Amount to be Increased by this Change Order	\$34,874.00
Final Adjusted Contract Amount	\$1,084,568.82
Original Contract Working Days	40 Days
Total Change of Contract Working Days by Previous Change Orders	3 Days
Contract Working Days Prior to Change Order	58 Days
Contract Working Days to be Increased by this Change Order	5 Days

Final Adjusted Working Days	63 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: Sum South 5/21/2024

Tierra Contracting, Inc. Date

APPROVED: 5/24/2024

General Manager, Montecito Sanitary District Date

#### Attachments:

• Tierra Proposal dated 10/19/2023

#### **DISTRIBUTION:**

Blair Douglas, Tierra Contracting, blair.douglas@tierracontracting.com
Dustin Kor, Tierra Contracting, dustin@tierracontracting.com
Kevin Connors, Filippin Engineering, kevin@fecivil.com
Bryce Swetek, MSD, bswetek@montsan.org
John Weigold, MSD, jweigold@montsan.org
Ricardo Larroude, MSD, rlarroude@montsan.org

Tierra Contracting, Inc. 5484 Overpass Rd Santa Barbara, CA 93111

# **PROPOSAL**



LIC# 416114 DIR# 1000008320

Phone: (805) 964-8747 Fax: (805)964-4438

**Proposal:** 2023 093

Date: 10/19/2023

To:	Proiect:
<b>Montecito Sanitary District</b> Attn. Bryce Swetek	Highway 101 Sewer Crossing Lining Project Force Main Re-Route Addition

This duly licensed company or individual TIERRA CONTRACTING, INC. (License No. 416114)

Hereinafter called Contractor, agrees to construct in a good and workmanlike manner for Owner, furnishing all labor, material, tools and equipment therefore, the work as noted herein for the unit prices as set for the below:

#### **SCOPE OF WORK**

#### Re-Route Sewer Force Main Lines @ Posilipo Ln. Manhole

Work includes all labor, materials, and equipment necessary to set-up temporary traffic control for a lane closure utilizing flagman to saw cut, excavate, and expose existing 8" force main and 2 ea. 6" sewer force main line connection near manhole on Posilipo Lane for re-route of force main lines currently running inside manhole around the manhole. New line to fit in small area between existing 8" force mains and manhole to reconnect to 6" cast iron force mains approximately 17 ½ deep to be done in conjunction with HWY 101 Sewer Crossing Lining Project. All work, traffic control, trench protection, backfill, and asphalt pavement replacement to be done per latest Montecito Sanitary District and County of Santa Barbara standards & specifications.

Total Cost = \$34,874.00

**Excludes:** Permits

General Bid Excludes: Fees, Plans, Permits, Staking, Landscaping, Soil Testing, Additional Move-ins, Responsibility for damage to all unknown/unmarked existing onsite utilities, Winterization of Project (Sediment Control-Strawbale Barriers around Catchbasins), Storm Water Protection Plan, all costs associated with contaminated soil or ground water.

Note: Due to fluctuating material cost our bids are good for 30 days after submission

Acceptance:

Date

Tierra Contracting is hereby authorized to furnish and install the above equipment and materials at the price and under the terms and conditions as set forth above:

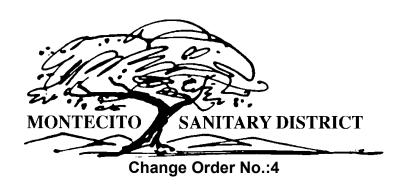
Owner

DUSTIN KOR

TIERRA CONTRACTING, INC.

Montecito Sanitary District Regular Board Meeting June 19, 2024 Page 59 of 311

Page 59 01 311



PROJECT: HIGHWAY 101 SEWER CROSSING LINING PROJECT

CONTRACT: 2023-CON-003

BID NO.: 2023-02

PREPARED: May 17, 2024

#### **DESCRIPTION:**

1. Manhole Lower & Raise

Total Additional Cost = \$10,145.79
Total Additional Working Days = 2

#### REASON FOR CHANGE:

1. The county of Santa Barbara required the District to lower the manhole located on N Jameson as part of the paving efforts of N Jameson as required by Lumen's contractor. The District pushed back on this work and inquired why Lumen was not including utility lowers/raise as part of their scope. There was disagreement between the District, County, and Lumen on who should handle the work. Ultimately, the District decided to have Tierra handle this work as part of good faith efforts to maintain good working relationships with Lumen and the County.

Original Contract Amount	\$973,780.00
Total Contract Amount Change by Previous Change Orders	\$75,914.59
Contract Amount Prior to this Change Order:	\$1,084,568.82
Contract Amount to be Increased by this Change Order	\$10,145.79
Final Adjusted Contract Amount	\$1,094,714.61
Original Contract Working Days	40 Days
Total Change of Contract Working Days by Previous Change Orders	5 Days
Contract Working Days Prior to Change Order	63 Days
Contract Working Days to be Increased by this Change Order	2 Days

Final Adjusted Working Days	65 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: Sample 5/21/2024

Fierra Contracting, Inc. Date

APPROVED: 5/24/2024

General Manager, Montecito Sanitary District Date

#### Attachments:

• Tierra Proposal dated 3/30/2024

#### **DISTRIBUTION:**

Blair Douglas, Tierra Contracting, blair.douglas@tierracontracting.com
Dustin Kor, Tierra Contracting, dustin@tierracontracting.com
Kevin Connors, Filippin Engineering, kevin@fecivil.com
Bryce Swetek, MSD, bswetek@montsan.org
John Weigold, MSD, jweigold@montsan.org
Ricardo Larroude, MSD, rlarroude@montsan.org

#### Remit Payment to:

Tierra Contracting, Inc. 5484 Overpass Rd Santa Barbara, CA 93111

# **INVOICE**



**Invoice:** 10485

Invoice Date: 2/29/2024

**Phone:** (805)964-8747 **Fax:** (805)964-4438

Bill To:

7131 MONTECITO SANITARY DISTRICT 1042 CRISTO LANE SANTA BARBARA, CA 93108 **Project Details:** 

3704x 3704x MSD Hwy 101 Sewer xing Extra Hwy 101 S Jameson & Posilipo Ln Montecito, California

Payment Terms	Contract Number	Invoice Due Date
Net 30	2023-02	3/30/2024

#### Description

Setup traffic control utilizing flagman. Remove/raise manhole frame and cover and coldmix.

Description	Quantity	UOM	Unit Price	Bill Amount
289, BRANDON PADILLA, 2/22/2024 - Regular*	8.0000	HR	138.8000	1,110.40
289, BRANDON PADILLA, 2/8/2024 - Regular*	4.0000	HR	138.8000	555.20
235, MATTHEW WILLIAMS, 2/22/2024 - Regular*	2.0000	HR	95.0000	190.00
260, MICHAEL CARVER, 2/7/2024 - Regular*	1.5000	HR	95.0000	142.50
275, ERIK GUTIERREZ, 2/8/2024 - Regular*	4.0000	HR	109.5800	438.32
177, JUAN MURILLO, 2/22/2024 - Regular*	8.0000	HR	109.5800	876.64
177, JUAN MURILLO, 2/8/2024 - Regular*	4.0000	HR	109.5800	438.32
186, ANTONIO SAHAGUN, 2/22/2024 - Regular*	8.0000	HR	109.5800	876.64
186, ANTONIO SAHAGUN, 2/8/2024 - Regular*	4.0000	HR	109.5800	438.32
189, JAVIER ESPARZA MARTINEZ, 2/22/2024 - Regular*	8.0000	HR	109.5800	876.64
189, JAVIER ESPARZA MARTINEZ, 2/8/2024 - Regular*	4.0000	HR	109.5800	438.32
Labor Total				6,381.30
TR #10, DT PETERBILT 337	4.0000	HR	73.5000	294.00
TRAIL #3, TRAIL KING FLAT BED TRAILER	2.0000	HR	162.7500	325.50
TRANS 16, TRANSFER #16 PETERBILT W/2001 TRAIL	1.5000	HR	141.7533	212.63
BH, JD 310SK	8.0000	HR	99.7500	798.00
BH DB1, JD 410EX John Deere	4.0000	HR	99.7500	399.00
PU #1, CREW TRUCK FORD F150	8.0000	HR	57.7500	462.00
PU #1, CREW TRUCK FORD F150	16.0000	HR	57.7500	924.00
Equipment Total				3,415.13
0718, GOLETA BUILDING MATERIALS, 2128517	1.0000	LS	349.3600	349.36

Remit Payment to: Tierra Contracting, Inc. 5484 Overpass Rd Santa Barbara, CA 93111

# **INVOICE**



Description	Quantity UOM Unit Price Bill Amount
Material Total	349.36
Subtotal Amount	10,145.79
Total Invoice Amount Due	10,145.79

# Tierra Contracting, Inc.

5484 Overpass Rd., Santa Barbara, CA 93111 Ph. 805 964-8747 Fax. 805 964-4438

#### **EXTRA WORK REPORT** TIME AND MATERIAL

TIM	IE AND MAT	ERIAL EXT	RA WORK R	EPOF	K I	
OWNER/G.C.: 17/0/Y LOCATION/JOB NAM WORK DESCRIPTIO					JOB NO.; DAY: <i>W</i> DATE:	
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	REG OT		Supplier Name	Invoice	e/Ticket#	Amount
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	REG OT REG OT REG OT REG OT REG OT		Total SUBCONTRACTORS	· ·	hed Invoice	Cost +10%
Total		142.50	SUMMAR	ſ		nount
The state of the s	Work Codes .12 Clear/Grub	.33 Manholes	Labor		4	H2.50
1=Water	.15 Start-up .16 Load Trucks	.39 Tie-ins .50 Test/Chlor.	Equipmen	t	2	12.63
2=Sewer 3=Storm Drain 4=Utilities/Conduit	.17 Pothole .20 Dig/Lay/BF	.60 Clean-up .70 Concrete	Material			
5=Concrete	.25 Haul (Trucking) .29 Flag	.71 Pour .72 Rebar	Subcontract	ors		
6=Misc. 7=Grading/Excavation	.30 Install Laterals .32 Hydrants	.85 Pave .90 Misc.	Total		35	5.13

Work Authorized By:

(Print Name) Montecito Sanitary District

Regular Board Meeting June 19, 2024

Page 64 of 311 Foreman

This Extra Work Completed: yes

(Signature)

or

no

# Tierra Contracting, Inc.

5484 Overpass Rd., Santa Barbara, CA 93111 Ph. 805 964-8747 Fax. 805 964-4438

#### TIME AND MATERIAL **EXTRA WORK REPORT**

OWNER/G.C.: LOCATION/JOB NA WORK DESCRIPTI Setup, lustal expose and v LABOR	M	mtec	cito S	Saurtain	District			JOB NO.	3704 x wrsday
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4=Utilities/Conduit	.20 Dig			.70 Concr	ete	material			
5=Concrete	.25 Ha		cking)	.71 Pour		Subcontract	ors		
6=Misc.	.29 Fla		!-	.72 Rebar					
7=Grading/Excavation	.30 Ins		erais	.85 Pave		Total		211	03.48
	.32 Hy	urants		.90 Misc.				0,70	5.70

Work Authorized By:

Foreman

(Print Name)

Montecito Sanitary District Regular Board Meeting June 19, 2024

This Extra Work Completed:

(Signature)



# Tierra Contracting, Inc.

5484 Overpass Rd., Santa Barbara, CA 93111 Ph. 805 964-8747 Fax. 805 964-4438

#### TIME AND MATERIAL **EXTRA WORK REPORT**

OWNER/G.C.: Manfecto Soritary District  LOCATION/JOB NAME: 1630 N. Jorneson Ln.  WORK DESCRIPTION: Set up trafic Cantral fer a flagman  set up. Brank and rename as phalf anertay to raise  manhale framed caver to grade, pair carereto coller, hand-  LABOR  EQUIPMENT Hrs									JOB NO.: 3704 X DAY: Awarday DATE:	
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6=Misc.	.29 Fla			.72 Rebar		Sassoniadio				
7=Grading/Excavation	.30 Ins		erals	.85 Pave		Total / 2		100	210	
	.32 Hy	drants		.90 Misc.		1 0 0		630	27.1B	

Work Authorized By:

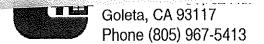
Foreman

(Print Name)

Montecito Sanitary District Regular Board Meeting June 19, 2024 Page 66 of 31

This Extra Work Completed:

(Signature)



PO Box 159 Goleta, CA 93116

2128517

### INVOICE

02/22/24 10:43 01I

TIERRA CONTRACTING		SHIP	MONTECITO	)	S	1
5484 OVERPASS RD.		TO:			P	205
SANTA BARBARA, CA	93111				Α	5
		MISC:	SANITARY	DIST	W	5
		CUST	PO:3704		С	1
					ъ	1

CUST#:141200.0000 DEL DATE:02/22/24

964-8747

TERMS: NET 10TH\_\_\_

L#	QTY	DESCRIPTION	ITEM #	UNITS	PRICE	AMOUNT
1	1	3/4 YD 6 SK U-CART REDI-MIX	99060750A	1	240.00 YD	240.00
2	1	RAPID SET MORTAR MIX BROWN	54325260A	1	29.40 EA	29.40
3	1	1# #807 BLACK	59110807A	1	9.95 EA	9.95

V-0718 3704 2.10



	SUBTOTAL		279.35
D	STATE SALES TA	X	24.44
	TOTAL	•	303.79

ALL RETURNS ARE SUBJECT TO A MINIMUM OF 25% OR MORE RESTOCKING FEE.

Filled by:	Date:	Received by:	349.36
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www.GoletaBuildingMaterials.com (30 DAY PRICE GUARANTEE WITH RECEIPT ONLY)



Job Name: MSD Roundabouts

Date: 10/16/2022

Scope of Work: Additional Traffic Control for Olive Mill

#### **MATERIALS**

Quantity	Units	Size	Description	Unit Price	Extension	
2	Weeks		Message Board (based on 6 week duration)	\$400.00	\$800.00	
MATERIAL COSTS \$800.0						

#### LABOR / EQUIPMENT

#### Base Labor

Item Description	Quantity	Units	+ Benefits	Equip	Subs	Extension
Olive Mill Phase 1A and 1B (1 flagger for 10 days)						
Laborer	60	Hrs	\$103.07			\$6,184.20
	SUBTO	ΓAL LABOR	+ EQUIP	\$6,184.20		

SUBTOTAL LABOR+EQUIP	\$6,184.20
TOTAL MATERIAL	\$800.00
MATERIAL MARKUP - 10%	\$80.00
INSURANCE & BONDS - 1%	\$70.64

**TOTAL:** \$7,134.84

#### Tierra Contracting, Inc

5484 Overpass Road, Santa Barbara, CA 93111 805.964.8747 / 805.964.4438 Fax www.TierraContracting.com Lic. No. 416114





MAILING ADDRESS: P.O. BOX 7114 OXNARD, CA 93031 YARD ADDRESS: 701 E. VENTURA BLVD. OXNARD, CA 93036 PH:(805)485-0345 FAX:(805)485-7411

www.totalbarricade.com

# TRAFFIC SAFETY EQUIPMENT - SALES - RENTAL - SERVICE CA C31 LIC.826823 - DBE CERT. CUCP 40940 - DIR 1000007525 - LABORERS UNION

TO: MATT ROGERS

TIERRA CONTRACTING

RE: RENTAL OF SOLAR MESSAGE BOARD,

SANTA BARBARA

DATE: <u>09/16/2022</u>

TERMS: NET 30

QTY.	DESCRIPTION	PRICE	AMOUNT
1	*RENTAL OF SOLAR CHANGEABLE MESSAGE BOARD TRAILER.     ( INLUDES ONE DELIVERY AND ONE PICK IN SANTA BARBARA)     \$100.00 DAY, \$400.00 WEEK, \$1000.00 MONTH	\$1,000.00 EA PER MONTH	
	*RENTAL RATES ARE BASED ON A ONE MONTH MINIMUM RENTAL PERIOD *		

QUOTED BY: TONY BECERRIL

Tierra Contracting, Inc. 5484 Overpass Rd Santa Barbara, CA 93111

# **PROPOSAL**



LIC# 416114 DIR# 1000008320

Phone: (805) 964-8747 Fax: (805) 964-4438 **Proposal:** 2022 - 3618 **Date:** 11/3/2022

To:	Proiect:
Montecito Sanitary District	Montecito Sanitary District- Roundabout Project
Attn: Bryce Swetek	Cost Proposal #1 – Additional Traffic Control-Jameson

This duly licensed company or individual **TIERRA CONTRACTING, INC. (License No. 416114)**Hereinafter called Contractor, agrees to construct in a good and workmanlike manner for Owner, furnishing all labor, material, tools and equipment therefore, the work as noted herein for the unit prices as set for the below:

#### **SCOPE OF WORK**

#### Roundabouts Project - Cost Proposal #2

Labor and material needed to meet new traffic control plan requirements for the Jameson portion of the project.

Total Cost = \$13,300

**General Bid Excludes**: Fees, Plans, Permits, Staking, Landscaping, Soil Testing, Additional Move-ins, Responsibility for damage to all unknown/unmarked existing onsite utilities, Winterization of Project (Sediment Control-Strawbale Barriers around Catchbasins), Storm Water Protection Plan, all costs associated with contaminated soil or ground water.

#### Acceptance:

Tierra Contracting is hereby authorized to furnish and install the above equipment and materials at the price and under the terms and conditions as set forth above:

Owner
By Date

TIERRA CONTRACTING, INC.

MATT ROGERS



PURCHASE ORDER

PO#

This number MUST appear on all
Invoices, Receivers etc.

Requested by:

19027 S. Hamilton Ave. Gardena, CA 90248 (310) 328-6969

Buyer:   Vendor:						Date:				
						_ Job # Tracking code				
										Vendor
Job Na	me _									
Job site	e addre	ss: —								
Date no	eeded:_			Tir	ne needed on site_		AM/P	M Call if this	cannot be met	
LOAD	: Cor	veyor	Crane	Forklift	Ground drop□	Will Call □	Delive	er to yard		
Job Sit	e Conta	ct:								
Buildir	ng Heig	ht		L	ift Equip. provided	l by				
Special	Instruc	ctions								
Item #	QTY	UOM	Description					Units (\$)	Extension	
		-								
			County		Tax	Rate	%			
						TO	TAL			

#### MATERIAL MUST BE RECEIVED, INSPECTED AND SIGNED BY DESIGNATED EMPLOYEE OF BEST CONTRACTING SERVICES, INC. (BEST)

Vendor shall, with respect to all work which is covered by or incidental to this Purchase Order defend, indemnity and hold BEST harmless from and against any claim, liability, loss, damage, cost expenses, including all reasonable attorney's fees, awards, fines or judgment arising by season of the death or bodily injury to persons, injury to property, or any other loss, damage or expense, which arise from or relate to Vendor's negligence, misconduct or breach of the terms of this Purchase Order. This indemnity shall apply without regard to whether or not BEST or Owner, are passively negligent in respect to this claim, demand, loss or liability. BEST or Owner may defend such claims at Vendor's expense.

Commencing performance of making deliveries or any acknowledgement of this Purchase Order by Vendor shall constitute an acceptance of the term of this Purchase Order by Vendor and of the Project Documents, including the specifications, terms and conditions and plans which are incorporated by reference herein. BEST is to be bound only by the terms and conditions of this Purchase Order notwithstanding any proposals, terms or conditions additional to or different from those accompanying Vendor's performance or acknowledgement. This Purchase Order and the Projects Documents shall govern over any terms and conditions appearing on any purchase orders, invoices, credit application acknowledgement or other documents previously or subsequently issued by Vendor in connection with the services covered by this Purchase Order.

BEST will advise in Aquiaction Sanitaty District EEST may terminate or suspend at its convenience all or any portion of the materials or equipment not shipped as of the date of termination or suspension of the Purchase Order. Vendor shall receiv Resorting Temperative Temperature Te

# Structure assembly Montecito -COR Proposal

### Ambar Villasenor <avillasenor@bestcontracting.com>

Thu 12/28/2023 10:41 AM

To:Joanna McNicholl < jmcnicholl@bestcontracting.com>

Cc:Jose Ramirez < jramirez@bestcontracting.com > ; Jennifer Fuentes < jfuentes@bestcontracting.com >

1 attachments (618 KB)

PO IB JR.pdf;

Joanna, please see the email below and the PO attached for reference for COR requested.

Thank you.

#### **Ambar Villasenor**

**m**| 310-746-7027

o | 310-328-6969



e avillasenor@bestcontracting.com

a | 19027 S. Hamilton Ave, Gardena CA 90248

Specializing in the Building Envelope CSLB# 456263





From: Jose Ramirez < jramirez@bestcontracting.com>

Sent: Thursday, December 28, 2023 7:23 AM

To: Ambar Villasenor <avillasenor@bestcontracting.com>

Subject: Fwd: Structure assembly

### Get Outlook for iOS

From: Bryce Swetek <bswetek@montsan.org> Sent: Tuesday, December 26, 2023 1:04:19 PM To: Jose Ramirez < jramirez@bestcontracting.com>

Cc: Rafael Gonzalez <ragonzalez@bestcontracting.com>; Jennifer Fuentes <jfuentes@bestcontracting.com>

**Subject:** Re: Structure assembly

Montecito Sanitary District Regular Board Meeting June 19, 2024

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Hi Jose,

I understand my previous email says to proceed with the work, but I did want to check in what the anticipated cost is going to be. We had talked about the price and how it could be per the original bid amount or T&M. Let me know how you want to move forward with the cost.

Thanks!

Bryce Swetek, P.E.
Engineering Manager
Montecito Sanitary District
1042 Monte Cristo Lane
Santa Barbara, CA 93101
805-883-6872
bswetek@montsan.org

On Dec 26, 2023, at 10:26 AM, Jose Ramirez < jramirez@bestcontracting.com > wrote:

Will do, thank you.

From: Bryce Swetek <bswetek@montsan.org>
Sent: Tuesday, December 26, 2023 10:01 AM
To: Jose Ramirez < jramirez@bestcontracting.com>

Cc: Rafael Gonzalez <ragonzalez@bestcontracting.com>; Jennifer Fuentes <jfuentes@bestcontracting.com>

Subject: Re: Structure assembly

Jose,

This looks like a reasonable plan to us. Please proceed with this work.

Thanks!

Bryce Swetek, P.E.
Engineering Manager
Montecito Sanitary District
1042 Monte Cristo Lane
Santa Barbara, CA 93101
805-883-6872

Montecito Sanitary District
Regular Board Meeting June 19, 2024
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Contract Working Days to be Increased by this Change Order	5 Days
Final Adjusted Working Days	31 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:

Best Contracting -

KAYHAN FATEMI - EVP

5/01/2024

Date

APPROVED:

General Manager, Montecito Sanitary District

5/1/2024

Date

#### Attachments:

Change Order Request: 23236-0003-R1

#### **DISTRIBUTION:**

Jennifer Fuentes, Best Contracting, jfuentes@bestcontracting.com
Jose Ramirez, Best Contracting, jramirez@bestcontracting.com
Rafael Gonzalez, Best Contracting, ragonzalez@bestcontracting.com
Bryce Swetek, MSD, bswetek@montsan.org
John Weigold, MSD, jweigold@montsan.org
Ricardo Larroude, MSD, rlarroude@montsan.org
Jose Flores, MSD, jflores@montsan.org

## **Change Order Request**



C.O.R. # 23236-0003-R1

G.C. #

Date: 4/24/2024

Project Name: 2323	6 / MONTECITO SD ADMIN & O	PS BUILDING	Pr	oject #:	232	36
To: MONTECITO SANITARY DISTRICT  Attn:  1042 Monte Cristo Lane  Santa Barbara, CA 93101		From:	Best Contracting Services, Inc. Randy Ayala 19027 S. Hamilton Ave. Gardena, CA 90248-4408			
Phone: ( ) -	Fax: ( ) -		Phone: (310) 328	-6969	Fax:	(310) 380-6066
We hereby propose to m	ake the following changes:	<u> </u>				
Installation of u-anchors	and 140 LF of walking pad.		Change	e Order P	rice	\$6,191.07
-	ays. If conditions change, this prextension of 5 days in conjunctio					
Randy Ayala	4/24/2024	ŭ				
Author	Date Sent	_				
	The above prices and specification accepted. All work to be perform contract unless otherwise specifications.	ed under same terr	•	-		-
Authorized Signature		of Acceptance				

## **Change Order Request**



23236-0003-R1 C.O.R. #

G.C. #

4/24/2024 Date:

23236 / MONTECITO SD ADMIN & OPS BUILDING **Project Name:** 

23236 Project #:

#### Labor

<u>Labor Type</u>	Man Hrs	<u>\$/Hr</u>	<u>Burden</u>	<u>Fringe</u>	<u>TotalTax</u>	<u>Total Labor</u>
Roofer Journeyman	16.00	\$93.07	\$0.00	\$0.00	\$0.00	\$1,489.12
Roofer Apprentice	16.00	\$83.66	\$0.00	\$0.00	\$0.00	\$1,338.56
Subsistence/Man Day	4.00	\$70.00	\$0.00	\$0.00	\$0.00	\$280.00
				Sub Tota	\$0.00	\$3,107.68
				Grand Total	\$0.00	\$3,107.68

#### **Materials**

<u>Materials</u>	Quantity	<u>Cost</u>	<u>TotalTax</u>	<u>Total Materials</u>
U-Anchor	20.00	\$79.65	\$163.28	\$1,756.28
Walk Tread 3'x60'	3.00	\$347.00	\$106.70	\$1,147.70
Freight	1.00	\$200.00	\$20.50	\$220.50
Delivery for Material	1.00	\$600.00	\$0.00	\$600.00
		Sub Total	\$290.48	\$3,724.48
		Grand Total	\$290.48	\$3,724.48
			Total	\$6,832.16
		Overhead		\$683.22
		Profit		\$341.61
		[	Discount	(\$1,665.92)
			Total	\$6,191.07



# MONTECITO SANITARY DISTRICT STAFF REPORT- 3M

**DATE:** June 19, 2024

**TO:** Board of Directors

**FROM:** John Weigold, General Manager

**SUBJECT:** Highway 101 Roundabouts Project – Notice of Completion

**SUMMARY**: The project involved the relocation of existing sewer gravity mains;

manhole installations, modifications, grade adjustments; and abandonment of sewer mains and manholes. The project was located at two sites: the intersection of San Ysidro Road and N. Jameson Lane; and the intersection of Olive Mill Road and N. Jameson Lane. Two phases of construction occurred. The first phase was to relocate the sewer mains and manholes; the second phase was to adjust the manholes to grade. Construction of Phase 1 was complete in November of 2022. Construction of Phase 2 was completed

in January 2024.

#### RECOMMENDATION

Staff recommends that the Board of Directors accept the Highway 101 Roundabouts Project as complete and approve the issuance of a Notice of Completion for a total final project cost of \$437,381.30.

### Fiscal Impact –

Construction Costs					
	Contracted Amount	\$368,400.00			
	Remove Bid Items for Force				
	Main Abandonment & Vault				
Tierra Contracting	Removal	(\$25,200.00)			
	Construction Contract				
	Change Order	\$19,900.00			
	Invoiced Amount	\$363,100.00			
Construction Management/Inspection	Contracted Amount	\$34,720.00			
(Filippin Engineering)	Invoiced Amount	\$23,712.50			
Environmental/Archeological	Contracted Amount	\$14,969			
Monitoring (Rincon	Amendment 1	\$6,636			
Consulting)	Invoiced Amount	\$21,110.3			
KSEN 'SKU' MU	Contracted Amount	\$5,415			
KSEN SKU WU	Invoiced Amount	\$3,630			
County of Santa Barbara	Permit Fees	\$296.00			
Total Construction Budget \$250,000.					
	Total Construction Cost	\$411,848.80			
	Support Costs				
	Contracted Amount	\$18,865.00			
Engineering Design (MNS	Amendments	\$2,870			
Engineers)	On-Call	\$5,140			
	Invoiced Amount	\$25,532.50			
Total Support Budget \$					
	Total Support Cost	\$25,532.50			
	Total Final Project Cost				
	(Construction and Support)	\$437,381.30			
	Total Budget Allocated	\$250,000.00			
	Cost Differential	(\$187,381.30)			

**Public Notice** – A Notice of Completion letter will be sent to the Tierra Contracting for the construction portion of the project.

**Goals and Objectives** – To file a Notice of Completion to close the project.

**Environmental Determination** – Project was Categorically exempt by CEQA.

**Analysis – Justifications:** Regarding the construction change order amount, the change orders are attached to this Staff Report and they provide the justifications. The removal of the force main/vault bid items were due to a change in protect direction of the Highway 101 Sewer Crossing Relocation project; this project turned into a "protect-in-place" effort, resulting in the Highway 101 Sewer Crossing Lining project. The infrastructure originally to be removed/abandoned needed to remain due to this change.

#### **OTHER DEPARTMENTS INVOLVED:** Collections

#### **ATTACHMENTS:**

- 1. Notice of Completion
- 2. Change Orders



# Montecito Sanitary District

1042 Monte Cristo Lane Santa Barbara, CA 93108 General Manager: John Weigold

A Public Service Agency

PHONE: (805) 969-4200 www.montsan.org jweigold@montsan.org

June 19, 2024

Mr. Blair Douglas Tierra Contracting 5484 Overpass Road Santa Barbara, CA 93111

SUBJECT: NOTICE OF COMPLETION- ROUNDABOUTS SEWER RELOCATION PROJECT

BID NO. 2022-01

Dear Mr. Douglas:

On June 19, 2024, during a continuation of a regularly scheduled board meeting, the Montecito Sanitary District Board of Directors took action to accept the Roundabouts Sewer Relocation Project as complete. The one-year warranty period for Phase 1 commenced on November 1, 2022 and has been completed as of November 1, 2023. Phase 2 was completed as of January 2024 and there is no warranty for this work.

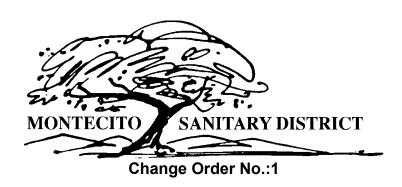
The final price of \$363,100.00 has been determined to be the final cost for this contract. If you have any questions, please contact the District office at (805) 969-4200.

Sincerely,

Bryce Swetek, P.E.

**Engineering Manager** 

Brune Swetch



PROJECT: HIGHWAY 101 SEWER CROSSING LINING PROJECT

CONTRACT: 2022-005-CON

BID NO.: 2022-01

PREPARED: FEBRUARY 15, 2024

#### **DESCRIPTION:**

1. Revised Traffic Control Plan at Olive Mill.

2. Revised Traffic Control Plan at San Ysidro

3. Custom Manhole Cone

4. Remove Manhole Lower/Raise

Additional Cost = \$7,100.00 Additional Cost = \$13,300.00 Additional Cost = \$3,300.00 Additional Credit = (\$3,800.00)

Total Additional Cost = \$19,900.00

#### REASON FOR CHANGE:

- 1. Per the County Encroachment Permit, additional flaggers were required.
- 2. Per the County Encroachment Permit, additional flaggers were required.
- 3. Due to unforeseen changes to the elevation grade, Tierra needed to custom cut a manhole cone to bring the elevation of the manhole down, which required additional time and labor.
- 4. A manhole within the project area was mistakenly identified as a District manhole. The manhole was in fact an abandoned telecommunication manhole and was removed from the scope of work.

Original Contract Amount	\$368,400.00
Total Change by Previous Change Orders	\$0.00
Contract Amount Prior to this Change Order:	\$368,400.00
Contract Amount to be Increased by this Change Order	\$19,900.00
Final Adjusted Contract Amount	\$388,300.00

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: Slim January 4/11/2024

Tierra Contracting Date

APPROVED: 4/18/2024

General Manager, Montecito Sanitary District Date

#### Attachments:

- 1. Cost Proposal #1 dated October 16, 2022
- 2. Cost Proposal #2 dated November 2, 2022
- 3. Cost Proposal #3 dated September 13, 2023

#### **DISTRIBUTION:**

Matt Rogers, Tierra, mrogers@tierracontracting.com
Blair Douglas, Tierra, blair.douglas@tierracontracting.com
Caroline Martin, MSD, cmartin@montsan.org
Bryce Swetek, MSD, bswetek@montsan.org
John Weigold, MSD, jweigold@montsan.org
Stephen Williams, MSD, swilliams@montsan.org

Tierra Contracting, Inc. 5484 Overpass Rd Santa Barbara, CA 93111

# **PROPOSAL**



LIC# 416114 DIR# 1000008320

Phone: (805) 964-8747 Fax: (805) 964-4438 **Proposal:** 2022 - 3618 **Date:** 10/16/2022

То:	Proiect:
Montecito Sanitary District	Montecito Sanitary District- Roundabout Project
Attn: Bryce Swetek	Cost Proposal #1 – Additional Traffic Control-Olive Mill

This duly licensed company or individual **TIERRA CONTRACTING, INC. (License No. 416114)**Hereinafter called Contractor, agrees to construct in a good and workmanlike manner for Owner, furnishing all labor, material, tools and equipment therefore, the work as noted herein for the unit prices as set for the below:

#### **SCOPE OF WORK**

### Roundabouts Project - Cost Proposal #1

Labor and material needed to meet new traffic control plan requirements for the Olive Mill portion of the project.

Total Cost = \$7,100

**General Bid Excludes**: Fees, Plans, Permits, Staking, Landscaping, Soil Testing, Additional Move-ins, Responsibility for damage to all unknown/unmarked existing onsite utilities, Winterization of Project (Sediment Control-Strawbale Barriers around Catchbasins), Storm Water Protection Plan, all costs associated with contaminated soil or ground water.

#### Acceptance:

Tierra Contracting is hereby authorized to furnish and install the above equipment and materials at the price and under the terms and conditions as set forth above:

Owner
By Date

TIERRA CONTRACTING, INC.

MATT ROGERS



Job Name: MSD Roundabouts

Date: 10/16/2022

Scope of Work: Additional Traffic Control for Olive Mill

#### **MATERIALS**

Quantity	Units	Size	Description	Unit Price	Extension
2	Weeks		Message Board (based on 6 week duration)	\$400.00	\$800.00
-	•		MATERIA	L COSTS	\$800.00

#### LABOR / EQUIPMENT

#### Base Labor

Item Description	Quantity	Units	+ Benefits	Equip	Subs	Extension
Olive Mill Phase 1A and 1B (1 flagger for 10 days)						
Laborer	60	Hrs	\$103.07			\$6,184.20
			SUBTO	ΓAL LABOR	+ EQUIP	\$6,184.20

SUBTOTAL LABOR+EQUIP	\$6,184.20
TOTAL MATERIAL	\$800.00
MATERIAL MARKUP - 10%	\$80.00
INSURANCE & BONDS - 1%	\$70.64

**TOTAL:** \$7,134.84

#### Tierra Contracting, Inc

5484 Overpass Road, Santa Barbara, CA 93111 805.964.8747 / 805.964.4438 Fax www.TierraContracting.com Lic. No. 416114





MAILING ADDRESS: P.O. BOX 7114 OXNARD, CA 93031 YARD ADDRESS: 701 E. VENTURA BLVD. OXNARD, CA 93036 PH:(805)485-0345 FAX:(805)485-7411

www.totalbarricade.com

# TRAFFIC SAFETY EQUIPMENT - SALES - RENTAL - SERVICE CA C31 LIC.826823 - DBE CERT. CUCP 40940 - DIR 1000007525 - LABORERS UNION

TO: MATT ROGERS

TIERRA CONTRACTING

RE: RENTAL OF SOLAR MESSAGE BOARD,

SANTA BARBARA

DATE: <u>09/16/2022</u>

TERMS: NET 30

QTY.	DESCRIPTION	PRICE	AMOUNT
1	*RENTAL OF SOLAR CHANGEABLE MESSAGE BOARD TRAILER.     ( INLUDES ONE DELIVERY AND ONE PICK IN SANTA BARBARA)     \$100.00 DAY, \$400.00 WEEK, \$1000.00 MONTH	\$1,000.00 EA PER MONTH	
	*RENTAL RATES ARE BASED ON A ONE MONTH MINIMUM RENTAL PERIOD *		

QUOTED BY: TONY BECERRIL

Tierra Contracting, Inc. 5484 Overpass Rd Santa Barbara, CA 93111

# **PROPOSAL**



LIC# 416114 DIR# 1000008320

Phone: (805) 964-8747 Fax: (805) 964-4438 **Proposal:** 2022 - 3618 **Date:** 11/3/2022

To:	Proiect:
Montecito Sanitary District	Montecito Sanitary District- Roundabout Project
Attn: Bryce Swetek	Cost Proposal #1 – Additional Traffic Control-Jameson

This duly licensed company or individual **TIERRA CONTRACTING, INC. (License No. 416114)**Hereinafter called Contractor, agrees to construct in a good and workmanlike manner for Owner, furnishing all labor, material, tools and equipment therefore, the work as noted herein for the unit prices as set for the below:

#### **SCOPE OF WORK**

#### Roundabouts Project - Cost Proposal #2

Labor and material needed to meet new traffic control plan requirements for the Jameson portion of the project.

Total Cost = \$13,300

**General Bid Excludes**: Fees, Plans, Permits, Staking, Landscaping, Soil Testing, Additional Move-ins, Responsibility for damage to all unknown/unmarked existing onsite utilities, Winterization of Project (Sediment Control-Strawbale Barriers around Catchbasins), Storm Water Protection Plan, all costs associated with contaminated soil or ground water.

#### Acceptance:

Tierra Contracting is hereby authorized to furnish and install the above equipment and materials at the price and under the terms and conditions as set forth above:

Owner
By Date

TIERRA CONTRACTING, INC.

MATT ROGERS



Job Name: MSD Roundabouts

Date: 11/3/2022

Scope of Work: Additional Traffic Control - Jameson

#### **MATERIALS**

Quantity	Units	Size	Description		Unit Price	Extension
2	Weeks		Message Board		\$400.00	\$800.00
	•	•	•	MATERIAI	COSTS	\$800.00

#### LABOR / EQUIPMENT

#### Base Labor

Item Description	Quantity	Units	+ Benefits	Equip	Subs	Extension
Extra Flagging Monday 10/24						
Laborers x 3	24	Hrs	\$103.07			\$2,473.68
Extra Flagging Tues 10/25						
Laborers x 3	24	Hrs	\$103.07			\$2,473.68
Extra Flagging Thursday 10/27						
Laborers x 3	24	Hrs	\$103.07			\$2,473.68
Extra Flagging Friday 10/28						
Laborers x 3	24	Hrs	\$103.07			\$2,473.68
Extra Flagging Monday 10/31						
Laborers x 3	24	Hrs	\$103.07			\$2,473.68
	*		SUBTOT	AL LABOR	+ EOUIP	\$12,368.40

SUBTOTAL LABOR+EQUIP	\$12,368.40
TOTAL MATERIAL	\$800.00
SUB MARKUP - 10%	\$80.00
INSURANCE & BONDS - 1%	\$132.48

**TOTAL:** \$13,380.88

#### Tierra Contracting, Inc

5484 Overpass Road, Santa Barbara, CA 93111 805.964.8747 / 805.964.4438 Fax www.TierraContracting.com Lic. No. 416114 Tierra Contracting, Inc. 5484 Overpass Rd Santa Barbara, CA 93111

# **PROPOSAL**



LIC# 416114 DIR# 1000008320

Phone: (805) 964-8747 Fax: (805) 964-4438 **Proposal:** 2022 - 3618 **Date:** 9/13/2023

To:	Proiect:
Montecito Sanitary District Attn: Bryce Swetek	Montecito Sanitary District- Roundabout Project Cost Proposal #3 - Cone Lowering - Extra Time

This duly licensed company or individual **TIERRA CONTRACTING, INC. (License No. 416114)**Hereinafter called Contractor, agrees to construct in a good and workmanlike manner for Owner, furnishing all labor, material, tools and equipment therefore, the work as noted herein for the unit prices as set for the below:

#### **SCOPE OF WORK**

#### Roundabouts Project - Cost Proposal #3

Labor required to address unforeseen changes in elevation in the field and custom cut a manhole cone to account for those changes.

Total Cost = \$3,300

**General Bid Excludes**: Fees, Plans, Permits, Staking, Landscaping, Soil Testing, Additional Move-ins, Responsibility for damage to all unknown/unmarked existing onsite utilities, Winterization of Project (Sediment Control-Strawbale Barriers around Catchbasins), Storm Water Protection Plan, all costs associated with contaminated soil or ground water.

#### Acceptance:

Tierra Contracting is hereby authorized to furnish and install the above equipment and materials at the price and under the terms and conditions as set forth above:

Owner

By Date

TIERRA CONTRACTING, INC.

MATT ROGERS



<u>Job Name: MSD Roundabouts</u> Scope of Work: Cone Removal Date: 09/13/2023

#### **MATERIALS**

Quantity	Units	Size	Description	Unit Price	Extension	
						\$0.00
						\$0.00
						\$0.00
			MATE	RIAL COSTS		\$0.00

#### LABOR / EQUIPMENT

#### Base Labor

Item Description	Quantity	Units	+ Benefits	Equip	Subs	Extension
Stand-by time and custom cut cone						
Foreman	6	Hrs	\$143.85			\$863.10
Operator	6	Hrs	\$138.80			\$832.80
Laborer	6	Hrs	\$109.58			\$657.48
Crew Truck	6	Hrs	\$57.75			\$346.50
Deere 410	6	Hrs	\$99.75			\$598.50
			SUBTO	TAL LABOR	+ EOUIP	\$3,298,38

SUBTOTAL LABOR+EQUIP	\$3,298.38
TOTAL MATERIAL	\$0.00
MATERIAL MARKUP - 15%	\$0.00

**TOTAL:** \$3,298.38

#### Tierra Contracting, Inc

5484 Overpass Road, Santa Barbara, CA 93111 805.964.8747 / 805.964.4438 Fax www.TierraContracting.com Lic. No. 416114



# MONTECITO SANITARY DISTRICT STAFF REPORT- 3N

**DATE:** June 19, 2024

**TO:** Board of Directors

**FROM:** John Weigold, General Manager

Bryce Swetek, Engineering Manager

**SUBJECT:** Admin./Ops. Building Roof Replacement Project – Notice of Completion

**SUMMARY**: The project involved removal and disposal of approximately 6,000 square-

feet of roofing material and appurtenances; and installing a new PVC roof, coasting system, gutters, vents, and appurtenances on the District's Admin./Ops Building. Construction of the project was completed in May

2024.

#### RECOMMENDATION

Staff recommends that the Board of Directors accept the Admin./Ops. Building Roof Replacement Project as complete and approve the issuance of a Notice of Completion for a total final project cost of \$170,861.90.

#### Fiscal Impact -

Construction Costs							
	Contracted Amount	\$155,329.00					
Past Contracting	Construction Contract						
Best Contracting	Change Order	\$15,532.90					
	Invoiced Amount	\$170,861.90					
	Total Construction Budget	\$60,000					
Total Construction Cost \$170,861.9							
Support Costs							
Design (District Staff)	-	-					
Design (District Starr)	-	-					
Construction Management/Inspection	-	-					
(District Staff)	-	-					
	Total Support Cost	\$0					
	Total Final Project Cost						
	(Construction and Support)	\$170,861.90					
	Total Budget Allocated	\$60,000					
	Cost Differential	(\$110,861.9)					

**Public Notice** – A Notice of Completion letter will be sent to the Best Contracting for the construction portion of the project.

Goals and Objectives – To file a Notice of Completion to close the project.

**Environmental Determination** – Project was Categorically exempt by CEQA.

**Analysis – Justifications:** Regarding the construction change order amount, the change orders are attached to this Staff Report and they provide the justifications. A County building permit was issued for this project and was included in the contractor's scope.

OTHER DEPARTMENTS INVOLVED: Collections, Treatment, Administration

#### **ATTACHMENTS:**

- 1. Notice of Completion
- 2. Change Orders



# Montecito Sanitary District

1042 Monte Cristo Lane Santa Barbara, CA 93108 General Manager: John Weigold

A Public Service Agency

PHONE: (805) 969-4200 www.montsan.org jweigold@montsan.org

June 19, 2024

Mr. Sean Tabazadeh Best Contracting 19027 S Hamilton Ave Gardena, CA 90248

SUBJECT: NOTICE OF COMPLETION- ADMIN./OPS. BUILDING ROOF REPLACEMENT PROJECT

BID NO. 2023-05

Dear Mr. Tabazadeh:

On June 19, 2024, during a continuation of a regularly scheduled board meeting, the Montecito Sanitary District Board of Directors took action to accept the Admin./Ops. Building Roof Replacement Project as complete. The two-year warranty period for the workmanship commenced on April 1, 2024, when work was substantially completed. As determined by the contract, the warranty period will end on April 1, 2026.

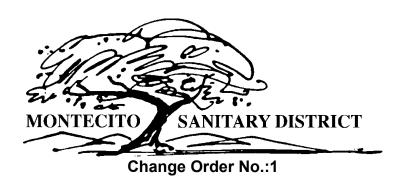
The final price of \$170,861.90 has been determined to be the final cost for this contract. If you have any questions, please contact the District office at (805) 969-4200.

Sincerely,

Bryce Swetek, P.E.

**Engineering Manager** 

Brusa Swetck



PROJECT: ADMIN./OPS. BUILDING ROOF REPLACEMENT PROJECT

CONTRACT: 2023-CON-010

BID NO.: 2023-05

PREPARED: JANUARY 10, 2024

#### **DESCRIPTION:**

1. Install PVC roofing system over the existing steel structure.

Total Additional Cost = \$10,005.16
Total Additional Working Days = 5

#### REASON FOR CHANGE:

1. As part of the District's bid documents, an alternative bid item to provide a roof over the existing steel structure was listed and could be implemented at the District's direction. It was not listed in the base bid and was foreseen as a change order, as Staff wanted the flexibility to discuss with the Contractor how exactly roofing over the steel structure would be executed. After discussions with Best Contracting and Staff understanding the plan and potential cost, it was determined the District would move forward with executing the work.

Original Contract Amount	\$155,329.00
Total Contract Amount Change by Previous Change Orders	\$0.00
Contract Amount Prior to this Change Order:	\$155,329.00
Contract Amount to be Increased by this Change Order	\$10,005.16
Final Adjusted Contract Amount	\$165,334.16
Original Contract Working Days	21 Days
Total Change of Contract Working Days by Previous Change Orders	0 Days
Contract Working Days Prior to Change Order	21 Days
Contract Working Days to be Increased by this Change Order	5 Days
Final Adjusted Working Days	26 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:	Jennifer Fuentes	1/10/24	
	Best Contracting	Date	
APPROVED:		1/12/24	
	General Manager, Montecito Sanitary District	Date	

#### Attachments:

• Best Contracting's Change Order Request dated December 28, 2023

#### DISTRIBUTION:

Jennifer Fuentes, Best Contracting, jfuentes@bestcontracting.com
Jose Ramirez, Best Contracting, jramirez@bestcontracting.com
Rafael Gonzalez, Best Contracting, ragonzalez@bestcontracting.com
Bryce Swetek, MSD, bswetek@montsan.org
John Weigold, MSD, jweigold@montsan.org
Ricardo Larroude, MSD, rlarroude@montsan.org
Jose Flores, MSD, jflores@montsan.org

## **Change Order Request**



C.O.R. # 23236-0001-R1

G.C. #

Date: 12/28/2023

Project Name: 2323	6 / MONTECITO SD ADMIN & O	PS BUILDING		Project #:	232	36
To: MONTECITO SAN Attn: 1042 Monte Cristo Santa Barbara, CA	Lane	From:	Randy Aya 19027 S.	racting Services, ala Hamilton Ave. CA 90248-4408	Inc.	
Phone: ( ) -	Fax: ( ) -		Phone: (	310) 328-6969	Fax:	(310) 380-6066
We hereby propose to m	ake the following changes:	•				
Roof Installation on the s	steel structure - Pergola			Change Order I	Price	\$10,005.16
	ays. If conditions change, this pr					
Randy Ayala	12/28/2023	i with this change.				
Author	Date Sent	_				
	The above prices and specification in a commence of the contract unless otherwise specifies the contract unless otherwise specifies and contract unless otherwise and contract unless othe	ed under same terr	-			<u>-</u>
Authorized Signature	Date o	of Acceptance	•			

### **Change Order Request**



C.O.R. # 23236-0001-R1

G.C. #

Date: 12/28/2023

Project Name: 23236 / MONTECITO SD ADMIN & OPS BUILDING

**Project #:** 23236

#### Labor

Labor Type	Man Hrs	<u>\$/Hr</u>	<u>Burden</u>	<u>Fringe</u>	<u>TotalTax</u>	<u>Total Labor</u>
Roofer Foreman	16.00	\$103.94	\$0.00	\$0.00	\$0.00	\$1,663.04
Roofer Journeyman	32.00	\$93.07	\$0.00	\$0.00	\$0.00	\$2,978.24
Sheet Metal Journeyman- Fab	8.00	\$110.83	\$0.00	\$0.00	\$0.00	\$886.64
Subsistence/Man Day	6.00	\$70.00	\$0.00	\$0.00	\$0.00	\$420.00
				Sub Tota	\$0.00	\$5,947.92
				Grand Tota	\$0.00	\$5,947.92

#### **Materials**

<u>Materials</u>	Quantity	Cost	<u>TotalTax</u>	<u>Total Materials</u>
STD Wood 2x4x10 / pcs	16.00	\$10.00	\$16.40	\$176.40
4x8x 1/2" Plywood / pcs	8.00	\$27.00	\$22.14	\$238.14
Steel penetrating self-taping screw / box	1.00	\$100.00	\$10.25	\$110.25
Wood screws-500pc / box	1.00	\$50.00	\$5.13	\$55.13
Prime Dens Deck 4x8 of 1/4 / pcs	8.00	\$31.15	\$25.54	\$274.74
Rapid set insulation adhesive / ea	1.00	\$195.00	\$19.99	\$214.99
Cool stone IB PVC 60mil-6x90 / rol	1.00	\$791.00	\$81.08	\$872.08
Weather born adhesive 5gl / gal	1.00	\$220.00	\$22.55	\$242.55
Clad metal white 4x10 / ea	1.00	\$175.00	\$17.94	\$192.94
Delivery for Material	1.00	\$375.00	\$0.00	\$375.00
		Sub Total	\$221.02	\$2,752.22
		Grand Total	\$221.02	\$2,752.22

Total \$8,700.14

Overhead \$870.01

Profit \$435.01

Total \$10,005.16



PURCHASE ORDER

PO#

This number MUST appear on all
Invoices, Receivers etc.

Requested by:

19027 S. Hamilton Ave. Gardena, CA 90248 (310) 328-6969

						Date:			
Buyer:									
Vendor	:					Tracking code			
Vendor	Contac	ct:				W/O #			
Job Na	me _								
Job site	e addre	ess: —							
Date ne	eeded:_			Tir	ne needed on site_		AM/P	PM Call if this	cannot be met.
LOAD	: Cor	nveyor	Crane	Forklift	Ground drop□	Will Call	Delive	er to yard	
Job Sit	e Conta	nct:			1000 4 6				
Buildir	ng Heig	ht		L	ift Equip. provided	l by			
Special	l Instruc	ctions							
Item #	QTY	UOM			Description			Units (\$)	Extension
						·			
			County		Tax	Rate	%		
						TO	TAL		

#### MATERIAL MUST BE RECEIVED, INSPECTED AND SIGNED BY DESIGNATED EMPLOYEE OF BEST CONTRACTING SERVICES, INC. (BEST)

Vendor shall, with respect to all work which is covered by or incidental to this Purchase Order defend, indemnity and hold BEST harmless from and against any claim, liability, loss, damage, cost expenses, including all reasonable attorney's fees, awards, fines or judgment arising by season of the death or bodily injury to persons, injury to property, or any other loss, damage or expense, which arise from or relate to Vendor's negligence, misconduct or breach of the terms of this Purchase Order. This indemnity shall apply without regard to whether or not BEST or Owner, are passively negligent in respect to this claim, demand, loss or liability. BEST or Owner may defend such claims at Vendor's expense.

Commencing performance of making deliveries or any acknowledgement of this Purchase Order by Vendor shall constitute an acceptance of the term of this Purchase Order by Vendor and of the Project Documents, including the specifications, terms and conditions and plans which are incorporated by reference herein. BEST is to be bound only by the terms and conditions of this Purchase Order notwithstanding any proposals, terms or conditions additional to or different from those accompanying Vendor's performance or acknowledgement. This Purchase Order and the Projects Documents shall govern over any terms and conditions appearing on any purchase orders, invoices, credit application acknowledgement or other documents previously or subsequently issued by Vendor in connection with the services covered by this Purchase Order.

BEST will advise Montaciton Sanitatys District EEST may terminate or suspend at its convenience all or any portion of the materials or equipment not shipped as of the date of termination or suspension of the Purchase Order. Vendor shall receiv Resorting Temperative Temperature Temp

### Structure assembly Montecito -COR Proposal

### Ambar Villasenor <avillasenor@bestcontracting.com>

Thu 12/28/2023 10:41 AM

To:Joanna McNicholl < jmcnicholl@bestcontracting.com>

Cc:Jose Ramirez <jramirez@bestcontracting.com>;Jennifer Fuentes <jfuentes@bestcontracting.com>

1 attachments (618 KB)

PO IB JR.pdf;

Joanna, please see the email below and the PO attached for reference for COR requested.

Thank you.

#### **Ambar Villasenor**

**m**| 310-746-7027



e | avillasenor@bestcontracting.com

a | 19027 S. Hamilton Ave, Gardena CA 90248

Specializing in the Building Envelope CSLB# 456263





From: Jose Ramirez < jramirez@bestcontracting.com>

Sent: Thursday, December 28, 2023 7:23 AM

To: Ambar Villasenor <a villasenor@bestcontracting.com>

Subject: Fwd: Structure assembly

#### Get Outlook for iOS

From: Bryce Swetek <bswetek@montsan.org>
Sent: Tuesday, December 26, 2023 1:04:19 PM
To: Jose Ramirez <jramirez@bestcontracting.com>

Cc: Rafael Gonzalez <ragonzalez@bestcontracting.com>; Jennifer Fuentes <jfuentes@bestcontracting.com>

**Subject:** Re: Structure assembly

Montecito Sanitary District Regular Board Meeting June 19, 2024 Page 98 of 311 Hi Jose,

I understand my previous email says to proceed with the work, but I did want to check in what the anticipated cost is going to be. We had talked about the price and how it could be per the original bid amount or T&M. Let me know how you want to move forward with the cost.

Thanks!

Bryce Swetek, P.E.
Engineering Manager
Montecito Sanitary District
1042 Monte Cristo Lane
Santa Barbara, CA 93101
805-883-6872
bswetek@montsan.org

On Dec 26, 2023, at 10:26 AM, Jose Ramirez < jramirez@bestcontracting.com > wrote:

Will do, thank you.

From: Bryce Swetek <bswetek@montsan.org>
Sent: Tuesday, December 26, 2023 10:01 AM
To: Jose Ramirez < jramirez@bestcontracting.com>

Cc: Rafael Gonzalez <ragonzalez@bestcontracting.com>; Jennifer Fuentes <jfuentes@bestcontracting.com>

Subject: Re: Structure assembly

Jose,

This looks like a reasonable plan to us. Please proceed with this work.

Thanks!

Bryce Swetek, P.E.
Engineering Manager
Montecito Sanitary District
1042 Monte Cristo Lane
Santa Barbara, CA 93101
805-883-6872

Montecito Sanitary District
Regular Board Meeting June 19, 2024
Page 99 of 311

Bryce; per our conversation heres who we're planing the instalation of the roof for the structure please give me a call if any questions.

On Dec 26, 2023, at 6:00 AM, Jose Ramirez < jramirez@bestcontracting.com > wrote:

<image001.png> <image002.png> <image003.png>

Than you.

# BEST CONTRACTING SERVICES, INC. LABOR RATES

VALID PERIOD: 08/13/2023 THRU 07/31/2024 TRADE: ROOFING & CLASSIFICATION: JOURNEYMAN WATERPROOFING
LOCATION: SOUTHERN CALIFORNIA UNION: LOCAL 36 & 220

		ST		ОТ		DT	DESCRIPTION
	\$ \$ \$	41.72	\$	62.58	\$	83.44	BASE WAGE
	<u>\$</u>	3.00	\$	3.00	\$	3.00	VACATION
		1.30	\$	1.30	\$	1.30	CHECK OFF
(1)	\$	46.02	\$	66.88	\$	87.74	TOTAL GROSS TAXABLE WAGE
	<u> </u>	8.56	\$	8.56	\$	8.56	HEALTH & WELFARE
	<u> </u>	7.50	\$	7.50	\$	7.50	PENSION - PCR
	<u> </u>	1.56		1.56		1.56	PENSION - NRIPP
	<del>ر</del>	1.90	\$	1.90	<u> </u>	1.90	ANNUITY
	ς .	0.53	\$	0.53	\$ \$ \$	0.53	APPRENTICESHIP FUND
	<u> </u>	0.05	\$	0.05	\$	0.05	ADMINISTRATION FUND
	<u> </u>	0.25	\$	0.25	\$	0.25	INDUSTRY FUND
	\$ \$ \$ \$ \$ \$	0.33	\$	0.33	\$	0.33	C/F FUND
(2)	\$	20.68	\$	20.68	\$	20.68	EMPLOYER FRINGE BENEFIT PAYMENTS
(3)	\$	66.70	\$	87.56	\$	108.42	TOTAL PACKAGE (1+2)
	\$	15.28	\$	15.28	\$	15.28	WORKERS COMP INSURANCE (W/C)
	\$	3.75	\$	3.75	\$	3.75	GENERAL LIABILITY INSURANCE (G/L)
	\$ \$ \$ \$	2.85	\$	4.15	\$	5.44	STATE UNEMPLOYMENT (SUTA) 6.2%
	\$	0.97	\$	1.40	\$	1.84	FEDERAL UNEMPLOYMENT (FUTA) 2.10%
	\$	2.85	\$ \$	4.15	\$ \$ \$	5.44	SOCIAL SECURITY (FICA) 6.2%
	\$	0.67	\$	0.97	\$	1.27	MEDICARE (FMI) 1.45%
(4)	\$	26.37	\$	29.70	\$	33.02	EMPLOYER TAX & INSURANCE BURDENS
(5)	\$	93.07	\$	117.26	\$	141.44	GRAND TOTAL (3+4)

6

# BEST CONTRACTING SERVICES, INC. LABOR RATES

VALID PERIOD: 08/13/2023 THRU 07/31/2024 TRADE: ROOFING &

CLASSIFICATION: FOREMAN WATERPROOFING

LOCATION: SOUTHERN CALIFORNIA UNION: LOCAL 36 & 220

	ST OT		DT		DESCRIPTION		
	\$	48.63	\$	72.95	\$	97.26	BASE WAGE
	\$	3.00	\$	3.00	\$	3.00	VACATION
	\$ \$ \$	1.30	\$	1.30	\$	1.30	CHECK OFF
(1)		52.93	\$	77.25	\$	101.56	TOTAL GROSS TAXABLE WAGE
•							
	\$	8.56	\$	8.56	\$	8.56	HEALTH & WELFARE
	\$	7.50	\$	7.50	\$	7.50	PENSION - PCR
	\$ \$ \$ \$ \$ \$	1.56	\$ \$ \$	1.56	\$ \$ \$ \$	1.56	PENSION - NRIPP
	\$	1.90	\$	1.90	\$	1.90	ANNUITY
	\$	0.53	\$ \$	0.53	\$	0.53	APPRENTICESHIP FUND
	\$	0.05	\$	0.05	\$	0.05	ADMINISTRATION FUND
	\$	0.25	\$ \$	0.25	\$ \$	0.25	INDUSTRY FUND
	\$	0.33	\$	0.33	\$	0.33	C/F FUND
(2)	\$	20.68	\$	20.68	\$	20.68	EMPLOYER FRINGE BENEFIT PAYMENTS
(3)	\$	73.61	\$	97.93	\$	122.24	TOTAL PACKAGE (1+2)
	\$	17.57	\$	17.57	\$	17.57	WORKERS COMP INSURANCE (W/C)
	\$ \$ \$ \$	4.31	\$	4.31	\$	4.31	GENERAL LIABILITY INSURANCE (G/L)
	\$	3.28	\$	4.79	\$	6.30	STATE UNEMPLOYMENT (SUTA) 6.2%
	\$	1.11	\$ \$	1.62	\$ \$	2.13	FEDERAL UNEMPLOYMENT (FUTA)2.10%
	\$	3.28	\$	4.79	\$	6.30	SOCIAL SECURITY (FICA) 6.2%
	\$	0.77	\$	1.12	\$	1.47	MEDICARE (FMI) 1.45%
(4)	\$	30.33	\$	34.21	\$	38.09	EMPLOYER TAX & INSURANCE BURDENS
•							
(5)	\$	103.94	\$	132.13	\$	160.33	GRAND TOTAL (3+4)

The above labor rates do not include Overhead & Profit

# BEST CONTRACTING SERVICES, INC. LABOR RATES

VALID PERIOD: 1/01/2024 THRU 6/30/24

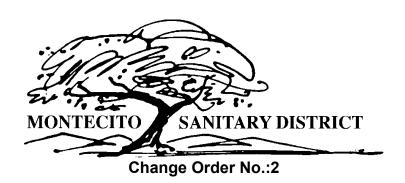
CLASSIFICATION: JOURNEYMAN TRADE: SHEET METAL

LOCATION: SOUTHERN CALIFORNIA UNION: LOCAL 105

Mileage \$.655 per mile

ST		ОТ		DT		DESCRIPTION	
,	\$	56.95	\$	85.43	\$	113.90	BASE WAGE
•	\$	-	\$	-	\$	-	OTHER TAXABLE WAGE
(1)		56.95	\$	85.43	\$	113.90	TOTAL GROSS TAXABLE WAGE
	Ś	1.00	\$	1.00	\$	1.00	401(A) PLAN - MANDATORY
•	\$	0.60	\$	0.60	\$	0.60	RETIREE'S SUPP HEALTH PLAN
	Ś	10.85	\$	10.85	\$	10.85	HEALTH PLAN
•	\$	0.50	\$	0.50	\$	0.50	HEALTH REIMBURSEMENT ACCT. (HRA)
	\$	11.82	\$	11.82	\$	11.82	LOCAL PENSION
•	\$	0.70	\$	0.70	\$	0.70	LOCAL TRAINING
•	\$	0.12	\$	0.12	\$	0.12	NATIONAL TRAINING
	\$	4.45	\$	4.45	\$	4.45	NATIONAL PENSION
•	\$	0.03	\$	0.03	\$	0.03	NEMI
•	\$ \$ \$ \$ \$ \$ \$ \$ \$	0.02	\$	0.02	\$	0.02	SMOHIT
	\$	0.09	\$	0.09	\$	0.09	LMCT/FP-ACC
,	\$	0.56	\$	0.56	\$	0.56	INDUSTRY FUND
(2)	\$	30.74	\$	30.74	\$	30.74	EMPLOYER FRINGE BENEFIT PAYMENTS
(3)	\$	87.69	\$	116.17	\$	144.64	TOTAL PACKAGE (1+2)
	\$	9.42	\$	9.42	\$	9.42	WORKERS COMP INSURANCE (W/C)
	\$	4.64	\$	4.64	\$	4.64	GENERAL LIABILITY INSURANCE (G/L)
	\$	3.53	\$	5.30	\$	7.06	STATE UNEMPLOYMENT (SUTA)
	\$	1.20	\$	1.79	\$	2.39	FEDERAL UNEMPLOYMENT (FUTA)
	\$ \$ \$ \$ \$	3.53	\$	5.30	\$	7.06	SOCIAL SECURITY (FICA)
	\$	0.83	\$	1.24	\$	1.65	MEDICARE (FMI)
(4)	\$	23.14	\$	27.69	\$	32.23	EMPLOYER TAX & INSURANCE BURDENS
(5)	\$	110.83	\$	143.85	\$	176.87	GRAND TOTAL (3+4)

The above labor rates do not include Overhead & Profit



PROJECT: ADMIN./OPS. BUILDING ROOF REPLACEMENT PROJECT

CONTRACT: 2023-CON-010

BID NO .: 2023-05

PREPARED: March 6, 2024

#### **DESCRIPTION:**

1. Reimbursement/Credit of Tarps.

Total Additional Cost = (\$663.33)

Total Additional Working Days = 0

#### REASON FOR CHANGE:

1. On December 21, 2023, the District experienced a rain event during construction of the project. The rain event ultimately caused a leak to the Admin./Ops. Building and District Staff purchased tarps as a quick/emergency measure to divert water from the leaking area. As part of the contract, the roof should have been watertight prior to rain events. Thus, the District is asking to be reimbursed/credited for the materials used to address the leak.

Original Contract Amount	\$155,329.00
Total Contract Amount Change by Previous Change Orders	\$10,005.16
Contract Amount Prior to this Change Order:	\$165,334.16
Contract Amount to be decreased by this Change Order	\$663.33
Final Adjusted Contract Amount	\$164,670.83
Original Contract Working Days	21 Days
Total Change of Contract Working Days by Previous Change Orders	5 Days
Contract Working Days Prior to Change Order	26 Days
Contract Working Days to be Increased by this Change Order	0 Days
Final Adjusted Working Days	26 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:			
	Best Contracting	Date	
APPROVED:			
	General Manager, Montecito Sanitary District	Date	

#### Attachments:

• Hayward Lumber Co. Invoice

#### DISTRIBUTION:

Jennifer Fuentes, Best Contracting, jfuentes@bestcontracting.com
Jose Ramirez, Best Contracting, jramirez@bestcontracting.com
Rafael Gonzalez, Best Contracting, ragonzalez@bestcontracting.com
Bryce Swetek, MSD, bswetek@montsan.org
John Weigold, MSD, jweigold@montsan.org
Ricardo Larroude, MSD, rlarroude@montsan.org
Jose Flores, MSD, iflores@montsan.org



HAYWARD LUMBER CO SANTA BARBARA LBM **421 LAGUNA STREET** 

SANTA BARBARA, CA 93101-1717

Phone: 805-963-1881

# Sales Invoice

Invoice No

**Invoice Date** 

Customer **Contact Name** 

**Contact Number** 

Job

**Terms** 

Your Ref

Our Ref Taken By

Sales Rep

304944

12/21/2023

AR NET 10TH

20136780 Accounting

1523830

David Espinoza

House



**Invoice Address** MONTECITO SANITARY DISTRICT 1042 Monte Cristo Lane Santa Barbara, CA, 93108-2823

Delivery Address: MONTECITO SANITARY DISTRICT, ops building

Special Instructions	Notes

Line	Description	Qty/Footage	Price	UOM	Total
1	TARP3040BLM - 30X40 BLUE MED DUTY TARP	3 ea	129.99	ea	389.97
2	TARP4060BLM - 40X60 BLUE MED DUTY TARP	1 ea	219.99	ea	219.99
			4		
	OK to Pay  HATTA	SUSTOMER COPY			

The invoice is due on 01/10/2024. Remit To: P.O. Box 4776 Santa Barbara, CA 93140-4776

Tarps for Admin Bldg.
7121/1

Stranger Land	Total Amount	\$609.96
All Calculations	Sales Tax 8.75%	\$53.37
Telephone Service	Invoice Total	\$663.33

Goods received in good condition

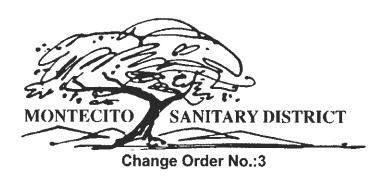
Print name

Signature Montecito Sanitary District

Regular Board Meeting June 19, 2024

Page 106 of 311

WARNING: Drilling, sawing, sanding, or machining wood products can expose you to wood dust, a substance known to the State of California to cause cancer. Avoid inhaling wood dust or use a dust mask or other safeguards for personal protection. For more information go to www.P65Warnings.ca.gov.



PROJECT: ADMIN./OPS. BUILDING ROOF REPLACEMENT PROJECT

CONTRACT: 2023-CON-010

BID NO.: 2023-05

PREPARED: May 1, 2024

#### DESCRIPTION:

1. Pipe Anchors and Walking Pad

Total Additional Cost = \$6,191.07 Total Additional Working Days = 5

#### REASON FOR CHANGE:

1. After Best Contracting installed the new PVC roof, Staff performed an inspection and saw the gas pipeline along the roof was not adequately supported as it used to be. Upon further review, Staff understood the old pipe anchoring system was not compatible with the new roof system. Therefore, a new pipe anchoring system was required, which was not part of the original scope of work. This change order would include material and installation of the pipe anchor system. Additionally, after a discussion with Best Contracting and Staff experience walking on the roof, it was determined the roof could be slippery at times, especially when wet. Therefore, Staff requested Best Contracting to procure and install a PVC roof compatible walking pad to ensure safe roof incress/egress as well as walking along the roof.

Original Contract Amount	\$155,329.00
Total Contract Amount Change by Previous Change Orders	(\$663.33)
Contract Amount Prior to this Change Order:	\$164,670.83
Contract Amount to be increased by this Change Order	\$6,197.07
Final Adjusted Contract Amount	\$170,861.90
Original Contract Working Days	21 Days
Total Change of Contract Working Days by Previous Change Orders	0 Days
Contract Working Days Prior to Change Order	26 Days

Contract Working Days to be Increased by this Change Order	5 Days
Final Adjusted Working Days	31 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:

Best Contracting - KAYHAN FATEMI

5/01/2024

Date

APPROVED:

General Manager, Montecito Sanitary District

5/1/2024

Date

#### Attachments:

Change Order Request: 23236-0003-R1

#### **DISTRIBUTION:**

Jennifer Fuentes, Best Contracting, jfuentes@bestcontracting.com
Jose Ramirez, Best Contracting, jramirez@bestcontracting.com
Rafael Gonzalez, Best Contracting, ragonzalez@bestcontracting.com
Bryce Swetek, MSD, bswetek@montsan.org
John Weigold, MSD, jweigold@montsan.org
Ricardo Larroude, MSD, rlarroude@montsan.org
Jose Flores, MSD, jflores@montsan.org

## **Change Order Request**



C.O.R. # 23236-0003-R1

G.C. #

Date: 4/24/2024

Project Name: 2323	36 / MONTECITO SD ADMIN & OF	PS BUILDING	Pro	ject #:	232	36
To: MONTECITO SANITARY DISTRICT  Attn:  1042 Monte Cristo Lane  Santa Barbara, CA 93101			Best Contracting Services, Inc. Randy Ayala 19027 S. Hamilton Ave. Gardena, CA 90248-4408			
Phone: ( ) -	Fax: ( ) -		Phone: (310) 328-6	6969	Fax:	(310) 380-6066
We hereby propose to r	nake the following changes:	•				
Installation of u-anchors	and 140 LF of walking pad.		Change	Order P	rice	\$6,191.07
-	days. If conditions change, this pri extension of 5 days in conjunctior					
Randy Ayala	4/24/2024					
Author	Date Sent	_				
<u> </u>	The above prices and specification accepted. All work to be performe contract unless otherwise specifie	ed under same terr		-		-
Authorized Signature	Date o	f Acceptance				

## **Change Order Request**



23236-0003-R1 C.O.R. #

G.C. #

4/24/2024 Date:

23236 / MONTECITO SD ADMIN & OPS BUILDING **Project Name:** 

23236 Project #:

#### Labor

<u>Labor Type</u>	Man Hrs	<u>\$/Hr</u>	<u>Burden</u>	<u>Fringe</u>	<u>TotalTax</u>	<u>Total Labor</u>
Roofer Journeyman	16.00	\$93.07	\$0.00	\$0.00	\$0.00	\$1,489.12
Roofer Apprentice	16.00	\$83.66	\$0.00	\$0.00	\$0.00	\$1,338.56
Subsistence/Man Day	4.00	\$70.00	\$0.00	\$0.00	\$0.00	\$280.00
				Sub Tota	\$0.00	\$3,107.68
				Grand Total	\$0.00	\$3,107.68

#### **Materials**

<u>Materials</u>	Quantity	Cost	<u>TotalTax</u>	<u>Total Materials</u>
U-Anchor	20.00	\$79.65	\$163.28	\$1,756.28
Walk Tread 3'x60'	3.00	\$347.00	\$106.70	\$1,147.70
Freight	1.00	\$200.00	\$20.50	\$220.50
Delivery for Material	1.00	\$600.00	\$0.00	\$600.00
		Sub Total	\$290.48	\$3,724.48
		Grand Total	\$290.48	\$3,724.48
			Total	\$6,832.16
		0\	verhead	\$683.22
			Profit	\$341.61
		D	Discount	(\$1,665.92)
			Total	\$6,191.07



Thu 3/28/2024 9:12 AM

Jennifer Fuentes

To: Bryce Swetek <bswetek@montsan.org>

Cc: Jose Ramirez

Hello Bryce,

The u anchor 3400 in the cool stone color are \$79.65 each.

The IB Walk tread cost is \$347 per 3'x60' roll. So essentially you would need 3 rolls if you would like to install 140 LF of walking pad.

Thank you,

#### JEN FUENTES

m | 310-779-1243

o | 310-328-6969 x 252.



PROJECT COORDINATOR

e| jfuentes@bestcontracting.com

a | 19027 S. Hamilton Ave, Gardena CA 90248

Specializing in the Building Envelope CSLB# 456263





...

Bryce Swetek <bswetek@montsan.org>

To: Jennifer Fuentes

Cc: Jose Ramirez

Hi Jennifer,

Could we get a quote for 2 boxes worth for each type of anchor?

We would also like to install 140 linear feet of the walking pad.

Thanks!

Bryce Swetek P.E. Montecito Sanitary District Engi Regular Board Meeting June 19, 2024 Page 111 of 311 Montecito Sanitary District 1042 Monte Cristo Lane









← Reply ← Reply all → Forward ♦ 🔡 …





Tue 3/26/2024 12:34 PM





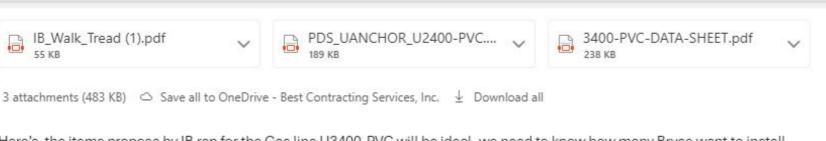












Here's the items propose by IB rep for the Gas line U3400-PVC will be ideal, we need to know how many Bryce want to install, And the LF for the walk way in order to provide a price.

Thank you

From: Jeremy Roberts < jeremy.roberts@ibroof.com>

Sent: Thursday, March 21, 2024 3:03 PM

To: Jose Ramirez < jramirez@bestcontracting.com>
Subject: Cool Stone U Anchor 2400 and IB Walk Tread

#### Jose

The u anchor 2400 in the cool stone color are \$52 each. They are made to order and not stock. Freight is additional and they will ship from Texas. Lead time 2-3 weeks. The u anchor 3400 in the cool stone color are \$79.65 each. They are made to order and not stock. Freight is additional and they will ship from Texas. Lead time 2-3 weeks. The IB Walk tread are in stock in Las Vegas. The cost is \$347 per 3'x60' roll plus tax and freight.

Attached are data sheets for all three products for reference.



VALID PERIOD: 08/13/2023 THRU 07/31/2024 TRADE: ROOFING &

CLASSIFICATION: APPRENTICE WATERPROOFING

LOCATION: SOUTHERN CALIFORNIA UNION: LOCAL 36 & 220

	S	Т	ОТ		DT	DESCRIPTION		
_								
- :	\$	37.55	\$ 56.33	\$	75.10	BASE WAGE		
	\$ \$ \$	3.00	\$ 3.00	\$	3.00	VACATION		
- :	\$	1.30	\$ 1.30	\$	1.30	CHECK OFF		
(1)	\$	41.85	\$ 60.63	\$	79.40	TOTAL GROSS TAXABLE WAGE		
	\$	8.56	\$ 8.56	\$	8.56	HEALTH & WELFARE		
	\$	5.15	\$ 5.15	\$	5.15	PENSION - PCR		
	\$ \$ \$ \$ \$ \$	1.16	\$ 1.16	\$	1.16	PENSION - NRIPP		
	\$	1.80	\$ 1.80	\$	1.80	ANNUITY		
	\$	0.53	\$ 0.53	\$	0.53	APPRENTICESHIP FUND		
	\$	0.05	\$ 0.05	\$	0.05	ADMINISTRATION FUND		
	\$	0.25	\$ 0.25	\$	0.25	INDUSTRY FUND		
	\$	0.33	\$ 0.33	\$	0.33	C/F FUND		
				·				
(2)_	\$	17.83	\$ 17.83	\$	17.83	EMPLOYER FRINGE BENEFIT PAYMENTS		
(3)	Ś	59.68	\$ 78.46	\$	97.23	TOTAL PACKAGE (1+2)		
(3)_	<u> </u>	33.00	 70140		37.23	TOTALTACKAGE (172)		
<u>:</u>	\$	13.89	\$ 13.89	\$	13.89	WORKERS COMP INSURANCE (W/C)		
_	\$	3.41	\$ 3.41	\$	3.41	GENERAL LIABILITY INSURANCE (G/L)		
_	\$	2.59	\$ 3.76	\$	4.92	STATE UNEMPLOYMENT (SUTA) 6.2%		
_	\$	0.88	\$ 1.27	\$	1.67	FEDERAL UNEMPLOYMENT (FUTA) 2.10%		
	\$ \$ \$ \$ \$	2.59	\$ 3.76	\$	4.92	SOCIAL SECURITY (FICA) 6.2%		
	\$	0.61	\$ 0.88	\$	1.15	MEDICARE (FMI) 1.45%		
(4)_	\$	23.98	\$ 26.97	\$	29.97	EMPLOYER TAX & INSURANCE BURDENS		
(5)	Ś	83.66	\$ 105.43	\$	127.20	GRAND TOTAL (3+4)		
(5)_	•	<u> </u>	 					

The above labor rates do not include Overhead & Profit

VALID PERIOD: 08/13/2023 THRU 07/31/2024 TRADE: ROOFING &

CLASSIFICATION: JOURNEYMAN WATERPROOFING

LOCATION: SOUTHERN CALIFORNIA UNION: LOCAL 36 & 220

		ST	ОТ		DT	DESCRIPTION
•	\$	41.72	\$ 62.58	\$	83.44	BASE WAGE
	\$ \$ \$	3.00	\$ 3.00	\$	3.00	VACATION
	\$	1.30	\$ 1.30	\$	1.30	CHECK OFF
(1)	\$	46.02	\$ 66.88	\$	87.74	TOTAL GROSS TAXABLE WAGE
	\$	8.56	\$ 8.56	\$	8.56	HEALTH & WELFARE
·	\$	7.50	\$ 7.50	\$	7.50	PENSION - PCR
	\$ \$ \$ \$ \$	1.56	\$ 1.56	\$ \$ \$ \$	1.56	PENSION - NRIPP
	\$	1.90	\$ 1.90	\$	1.90	ANNUITY
	\$	0.53	\$ 0.53	\$	0.53	APPRENTICESHIP FUND
	\$	0.05	\$ 0.05	\$	0.05	ADMINISTRATION FUND
	\$	0.25	\$ 0.25	\$	0.25	INDUSTRY FUND
	\$	0.33	\$ 0.33	\$	0.33	C/F FUND
(2)	\$	20.68	\$ 20.68	\$	20.68	EMPLOYER FRINGE BENEFIT PAYMENTS
•			 			
(3)	\$	66.70	\$ 87.56	\$	108.42	TOTAL PACKAGE (1+2)
•						
	\$	15.28	\$ 15.28	\$	15.28	WORKERS COMP INSURANCE (W/C)
·	\$ \$ \$ \$	3.75	\$ 3.75	\$ \$	3.75	GENERAL LIABILITY INSURANCE (G/L)
·	\$	2.85	\$ 4.15	\$	5.44	STATE UNEMPLOYMENT (SUTA) 6.2%
·	\$	0.97	\$ 1.40	\$	1.84	FEDERAL UNEMPLOYMENT (FUTA) 2.10%
·	\$	2.85	\$ 4.15	\$ \$ \$	5.44	SOCIAL SECURITY (FICA) 6.2%
	\$	0.67	\$ 0.97	\$	1.27	MEDICARE (FMI) 1.45%
(4)	\$	26.37	\$ 29.70	\$	33.02	EMPLOYER TAX & INSURANCE BURDENS
•			 			
(5)	\$	93.07	\$ 117.26	\$	141.44	GRAND TOTAL (3+4)

6

VALID PERIOD: 08/13/2023 THRU 07/31/2024 TRADE: ROOFING &

CLASSIFICATION: FOREMAN WATERPROOFING

LOCATION: SOUTHERN CALIFORNIA UNION: LOCAL 36 & 220

_		ST		ОТ		DT	DESCRIPTION
	\$	48.63	\$	72.95	\$	97.26	BASE WAGE
_	\$	3.00	\$	3.00	\$	3.00	VACATION
_	\$ \$ \$	1.30	\$	1.30	\$	1.30	CHECK OFF
(1)		52.93	\$	77.25	\$	101.56	TOTAL GROSS TAXABLE WAGE
_							
_	\$	8.56	\$	8.56	\$	8.56	HEALTH & WELFARE
_	\$	7.50	\$	7.50	\$	7.50	PENSION - PCR
_	\$ \$ \$ \$ \$ \$	1.56	\$ \$ \$	1.56	\$ \$ \$ \$	1.56	PENSION - NRIPP
_	\$	1.90	\$	1.90	\$	1.90	ANNUITY
_	\$	0.53	\$ \$	0.53	\$	0.53	APPRENTICESHIP FUND
_	\$	0.05	\$	0.05	\$	0.05	ADMINISTRATION FUND
_	\$	0.25	\$ \$	0.25	\$	0.25	INDUSTRY FUND
-	\$	0.33	\$	0.33	\$	0.33	C/F FUND
(2)	\$	20.68	\$	20.68	\$	20.68	EMPLOYER FRINGE BENEFIT PAYMENTS
(3)	\$	73.61	\$	97.93	\$	122.24	TOTAL PACKAGE (1+2)
_							
_	\$	17.57	\$	17.57	\$	17.57	WORKERS COMP INSURANCE (W/C)
	\$ \$ \$ \$	4.31	\$	4.31	\$	4.31	GENERAL LIABILITY INSURANCE (G/L)
_	\$	3.28	\$	4.79	\$	6.30	STATE UNEMPLOYMENT (SUTA) 6.2%
_	\$	1.11	\$	1.62	\$ \$	2.13	FEDERAL UNEMPLOYMENT (FUTA)2.10%
_	\$	3.28	\$ \$	4.79	\$	6.30	SOCIAL SECURITY (FICA) 6.2%
_	\$	0.77	\$	1.12	\$	1.47	MEDICARE (FMI) 1.45%
(4)	\$	30.33	\$	34.21	\$	38.09	EMPLOYER TAX & INSURANCE BURDENS
-							
(5)	\$	103.94	\$	132.13	\$	160.33	GRAND TOTAL (3+4)

The above labor rates do not include Overhead & Profit

VALID PERIOD: 08/13/2023 THRU 07/31/2024 TRADE: ROOFING & CLASSIFICATION: GENERAL FOREMAN WATERPROOFING

LOCATION: SOUTHERN CALIFORNIA UNION: LOCAL 36 & 220

		ST		ОТ		DT	DESCRIPTION
•	\$	56.10	\$	84.15	\$	112.20	BASE WAGE
	\$	3.00	\$	3.00	\$	3.00	VACATION
	\$ \$ \$	1.30	\$	1.30	\$	1.30	CHECK OFF
(1)		60.40	\$	88.45	\$	116.50	TOTAL GROSS TAXABLE WAGE
	\$	8.56	\$	8.56	\$	8.56	HEALTH & WELFARE
	\$ \$ \$ \$ \$	7.50	\$	7.50	\$	7.50	PENSION - PCR
	\$	1.56	\$ \$ \$	1.56	\$ \$ \$	1.56	PENSION - NRIPP
	\$	1.90	\$	1.90	\$	1.90	ANNUITY
	\$	0.53	\$	0.53	\$	0.53	APPRENTICESHIP FUND
	\$	0.05	\$	0.05	\$	0.05	ADMINISTRATION FUND
	\$	0.25	\$	0.25	\$	0.25	INDUSTRY FUND
	\$	0.33	\$	0.33	\$	0.33	C/F FUND
(2)	\$	20.68	\$	20.68	\$	20.68	EMPLOYER FRINGE BENEFIT PAYMENTS
						·	
(3)	\$	81.08	\$	109.13	\$	137.18	TOTAL PACKAGE (1+2)
` ' '							·
	\$	20.05	\$	20.05	\$	20.05	WORKERS COMP INSURANCE (W/C)
	\$ \$ \$ \$ \$	4.92	\$	4.92	\$ \$ \$ \$	4.92	GENERAL LIABILITY INSURANCE (G/L)
•	\$	3.74	\$	5.48	\$	7.22	STATE UNEMPLOYMENT (SUTA) 6.2%
•	\$	1.27	\$	1.86	\$	2.45	FEDERAL UNEMPLOYMENT (FUTA)2.10%
•	\$	3.74	\$ \$ \$	5.48	\$	7.22	SOCIAL SECURITY (FICA) 6.2%
	\$	0.88	\$	1.28	\$	1.69	MEDICARE (FMI) 1.45%
•							
(4)	\$	34.61	\$	39.08	\$	43.56	EMPLOYER TAX & INSURANCE BURDENS
` ',			-		-		
(5)	\$	115.69	\$	148.21	\$	180.74	GRAND TOTAL (3+4)
•							

The above labor rates do not include Overhead & Profit

## MONTECITO SANITARY DISTRICT STAFF REPORT – 30

**DATE:** June 19, 2024

**TO:** Board of Directors

**FROM:** John Weigold, General Manager

Bryce Swetek, Engineering Manager

**SUBJECT:** Channel Drive Sewer Force Main Improvements Project

#### **RECOMMENDATION:**

It is recommended that the Board consider:

- 1. Authorizing the General Manager to negotiate a contract with Stantec to prepare engineering design documents for the Channel Drive Sewer Force Main Improvements project; and
- 2. Authorizing the General Manager to approve expenditures of up to ten percent (10%) of the negotiated amount as a change order allowance for any necessary changes in scope of work.

#### **DISCUSSION:**

Background – Staff issued a Request for Proposal (RFP) seeking professional consultants to prepare construction ready plans and specifications for Channel Drive Sewer Force Main Improvements project. The District requires two new force main pipelines (6-inch diameter) from the lift station pump discharge to a new gravity manhole discharge location just south of the Union Pacific Rail Road (UPRR) tracks north of Hill Road on Olive Mill Road, approximately 550 linear feet (LF). From the discharge manhole, a new 12-inch gravity line (with casing) must cross the UPRR tracks and connect to a new manhole along the existing 21-inch trunk main, approximately 70 LF. The project plans will detail the limits of the work, access structures, right of way limits for the railroad (UPRR) as well as any access constraints. Due to the location of the project, it is anticipated the project would require a Coastal Development Permit.

The District, with assistance from Phoenix Civil Engineering, will lead the County and UPRR permitting efforts for the project.

The proposals focus on design services only. Bid and construction phase services will be a separate contract.

Request for Proposal Process and Results – In May of 2024, District Staff began reaching out to consulting firms, MKN Associates (MKN), MNS Engineers (MNS), and Stantec Consulting Services, Inc (Stantec). These firms were specifically pursued due to their expertise in wastewater design as well as having local experience. Staff issued an RFP on May 14, 2024. A pre-proposal site visit occurred on May 29, 2024 where all three firms attended. Staff received proposals from MNS and Stantec on June 13, 2024. MKN notified Staff they ultimately decided to not propose on the project due to concerns regarding workloads between themselves and their preferred subconsultants.

District Staff and Phoenix Civil Engineering reviewed the remaining proposals and filled out an Evaluation Form per consulting firm. The purpose of the evaluation is to review the firms' qualifications, approach to the project, schedule, references, and level of effort. Each criterion was scored from 1-10 with 1 showing poorly and 10 showing excellence. The table below represents a summary of the evaluation as well as the anticipated fee and responsiveness from each firm:

Consulting Firm	Qualifications	Approach	Schedule	References	Level of Effort	Approximate Proposal Amount	Proposal Status
MNS	7	7	7	8	7	\$305,000	Responsive
Stantec	8	8	8.5	8	7.5	\$325,000	Responsive (Recommended Firm)

**Analysis** – **Justifications** – The anticipated contract amount of approximately \$325,000 submitted by Stantec is an acceptable bid that is responsive to and meets the requirements of the proposal. Staff notes both firms were responsive, demonstrated clear pipeline and lift station experience, and are each capable of executing the project. The difference in approximate proposal amounts between the two firms is less than ten percent.

Staff recommends the Board authorize the General Manager to negotiate a contract with Stantec. Stantec's proposal (Attachment 2) demonstrated the most like-for-like project experience, a well-rounded team of professionals, an acceptable schedule, and includes a level of effort in line with the District's expectations.

**Fiscal Impact** – This Channel Drive Sewer Force Main Improvements project is included in the Fiscal Year 2024-25 CIP Budget with a draft of \$300,000. Staff anticipates a revised budget of \$400,000. Staff plans to negotiate with Stantec to look for efficiencies to potentially reduce fees. Additionally, Staff plans to contract out project management work for this effort anticipated at \$40,000.

**DEPARTMENTS INVOLVED:** Engineering, Collections, and Administration

## **ATTACHMENTS:**

- Montecito Sanitary District RFP
   Stantec Proposal

## Montecito Sanitary District

1042 Monte Cristo Lane Santa Barbara, CA 93108 General Manager: John Weigold A Public Service Agency

PHONE: (805) 969-4200 FAX: (805) 969-9049 E-MAIL: jweigold@montsan.org

## Request for Proposal (RFP)

Consultant Services For Channel Drive Sewer Force Main Improvements

May 14, 2024

Submittals due June 13, 2024, by 4:00 PM

### I. INTRODUCTION

Montecito Sanitary District is located in Santa Barbara County approximately 3 miles south of the City of Santa Barbara. It provides wastewater collection, pumping and treatment to the 10,000 residents of the unincorporated community. The wastewater collected is primarily residential. There are some commercial customers and no industrial customers in the District's wastewater system. The District boundaries are located along the coastline and extending to the foothills. The wastewater treatment plant treats approximately 500,000 gallons a day and wastewater is transported to the inlet of the treatment plant via four wastewater lift stations. Channel Drive lift station is one of these lift stations. It consists of a multi-story below grade structure with a building that houses a standby engine generator. The lift station pumps through a 6-inch diameter force main. The District has a flow meter located in a buried vault in the Channel Drive pavement. Recently, there has been a failed pipe segment located below grade outside of the pump dry well side resulting in a temporary piping solution. This pipe failure has prompted this project proposal.

The Montecito Sanitary District (MSD/District) is seeking proposals from professional engineering consultants to prepare construction ready plans and specifications for Channel Drive Sewer Force Main Improvements project. A map of the existing facilities and project area is provided as Attachment A. A photo array of the existing temporary piping condition of the Channel Drive Lift Station is provided as Attachment B.

The District needs two new force main pipelines (6-inch diameter) from the lift station pump discharge to a new gravity manhole discharge location just south of the Union Pacific Rail Road (UPRR) tracks north of Hill Road on Olive Mill Road, approximately 550 linear feet (LF). From the discharge manhole, a new 12-inch gravity line (with casing) must cross the UPRR tracks and connect to a new manhole along the existing 21-inch trunk main, approximately 70 LF. The design will need to address utility research for other utilities located in Olive Mill Road/Channel Drive outside the lift station to the new manhole across the UPRR tracks. The crossing will need to be designed to the UPRR standards for crossings and will require a UPRR encroachment permit. The District has started the initial coordination with UPRR staff for the new crossing. The design should include a new meter vault for the flow meters (one for each force main pipe) as well as details of the connections to the lift station and the force main discharge manhole. A new access hatch will be required for the existing wet well that will require structural modifications to the existing reinforced concrete wet well roof deck. The project plans will detail the limits of the work, access structures, right of way limits for the railroad (UPRR) as well as any access constraints. Due to the location of the project, it is anticipated the project would require a Coastal Development Permit. This RFP will focus on design services only. Bid and construction phase services will be a separate contract.

### II. SCOPE OF WORK

Consultant is expected to perform the following services/tasks described below. The District will consider any additions or refinements to the proposed scope of work that the Consultant may recommend, provided the changes meet the intent of the scope.

# TASK 1: PROJECT MANAGEMENT, QUALITY ASSURANCE/QUALITY CONTROL, MEETINGS, AND SITE VISITS.

This task includes project management and coordination activities as well as quality control/assurance, and meetings with the project team.

<u>Task 1.1 Project Management.</u> Monitoring and coordination of budget, schedule, subconsultants, jurisdictional/public agencies, Union Pacific Railroad (UPRR) and internal project team. Prepare monthly invoices and updated schedule.

The District's Project Manager will coordinate access to assets within the study site as needed by the Consultant.

<u>Task 1.2 Quality Control/Quality Assurance.</u> Review and quality control all deliverables prior to submittal to the District.

#### <u>Task 1.3 Meetings.</u> Anticipated Meetings include:

- Project kick-off meeting and site visit with District staff.
- Draft Geotechnical Report review meeting
- Draft Environmental Document review meeting
- 50% Contract Document review meeting
- 90% Deliverable Package review meeting
- Issued for Bid set of Contract Documents

Prepare agenda and conduct design kick-off meeting with District staff to review project scope and District's and Consultant's expectations. Prepare a schedule for completion of the design of the Contract Documents to be discussed at the kick-off meeting. Include milestone dates for submittals and review meetings. Consultant should anticipate two weeks for District review of each submittal. Consultant shall prepare and distribute the meeting summaries following meetings.

#### Task 2: Review Existing Information & Preliminary Design

This task includes review of existing information, environmental permitting, and preliminary investigation and design efforts.

<u>Task 2.1 Existing Documents.</u> Consultant shall review background documents to the extent needed to understand the existing constraints and challenges. Example documents include existing pipeline and lift station plans.

<u>Task 2.2 Environmental Document Preparation and Permitting.</u> Consultant will provide environmental and permitting services, as needed, to facilitate design and approval of the project. This task shall include, but is not limited to:

- Providing all applicable documents for CEQA compliance.
- Preparing and providing all applicable permit applications and documents and as required by jurisdictional/public agencies that are not being prepared by the District such as County encroachment permit and encroachment permit from Union Pacific Railroad (UPRR) for the pipeline crossing of their facility.

Preparation of the public review of the environmental document (including obtaining the
required notification radius parcel addresses and information, assistance to the District of filing
of the environmental document with the State Clearinghouse or County agency, preparation of
response to review comments by reviewing agencies, presentations (up to two) to the District
Board as part of the adoption of the environmental document.

The Consultant should anticipate submitting drafts of applications and/or documents to the District for review prior to finalizing and submitting applications and/or documents to jurisdictional/public agencies on the District's behalf. The project is located in the Coastal area (within a half mile of the coastline) in unincorporated County of Santa Barbara (Montecito). As such, the environmental documentation prepared may require a review by the California Coastal Commission as part of the process. Reviewing agency permit fees will be paid for by the District.

<u>Task 2.3 Utility Research.</u> Consultant will contact utility agencies with below-grade facilities in the project area to obtain atlas maps and other available information regarding the type, size, location, material, and depth of existing utilities. Information received will be incorporated into the Project base map and considered in the Project design. Consultant will file an Underground Service Alert of Southern California ticket prior to the topographic survey in order to have existing utility locations marked in the Project area.

<u>Task 2.4 Topographic and Boundary Survey.</u> Consultant will provide survey services to facilitate the design work for the project. It is anticipated this work will utilize NAD 83 and NAVD 88 datums based on local benchmarks, but Consultant may suggest datums/epoch to be confirmed by the District prior to beginning the work. This work shall be provided and signed by a Professional Land Surveyor (PLS) licensed in the state of California.

<u>Task 2.4 Geotechnical Investigation and Report.</u> Consultant will provide a geotechnical investigation (historical documentation and field obtained soil sampling) and report for use as a basis for the design and construction of the relocated sewer main (conventional construction and pipeline crossing of the UPRR using trenchless technology).

<u>Task 2.4.1 Draft Geotechnical Report.</u> Consultant will develop a draft geotechnical report in coordination with the District. The draft shall be provided in Word (.doc) format so District staff may provide comments and suggested edits via "track changes" as well as PDF. Consultant should anticipate a remote review meeting with the District to clarify comments per Task 1.3.

<u>Task 2.4.2 Final Geotechnical Report.</u> Consultant will provide a final geotechnical report incorporating comments provided in the draft report. The report shall be provided in PDF format and signed by a Professional Geotechnical Engineer registered in the State of California.

<u>Task 2.5 Confirm Construction Method and Lift Station Discharge Piping Orientation.</u> Consultant will review the geotechnical information, environmental documentation, UPRR consideration, and determine an approach to construct the line underneath the UPRR tracks.

Additionally, the Consultant will review the existing pump discharge piping that is located outside of the packaged lift station structure. The District is requesting that the Consultant review the existing orientation of the discharge piping, discuss operational considerations/concerns with the existing piping, assess the benefits and issues with the current discharge piping and provide a detailed analysis of

retaining the current configuration versus modifying the package station configuration to retain the discharge piping, exposed, within the lift station. The analysis will include costs associated with the different scenarios. Consultant will prepare a technical memorandum documenting the review and recommended approach of not only the UPRR crossing, but the discharge piping at the lift station.

#### Task 3: Contract Document Preparation

Consultant shall prepare construction ready plans, technical specifications, and cost estimate for the project. Plans will incorporate the new pipeline section alignments (plan and profile), the connections to existing, the flow meters vault, electrical service requirements, the UPRR crossing, modifications to the existing wet well hatch, etc. The District will supply the record drawings of the pipeline alignment. Technical specifications will be in the District format (CSI format). Consultant will provide technical support (drawings, calculations, etc.) for the County of Santa Barbara and UPRR encroachment permits. The District will be the main point of contact/coordination with the two permitting agencies, but the District will require document preparation and potential onsite meetings (assume two for purposes of proposal preparation) with the agency representatives.

<u>Task 3.1 Deliverable Preparation.</u> Consultant will prepare plan and technical specification packages for District review at the 50%, 90% and then provide signed and stamped Issued for Bid electronic set (.pdf and MS Word) for the District.

<u>Task 3.2 District Review Meetings.</u> Consultant will participate with the District in the video review meetings of the project deliverables at the 50% and 90% levels. A meeting summary will be prepared for each meeting documenting the District comments, discussions and the proposed assigned tasks discussed at the meeting.

### III. RESPONSES

The response shall include at a minimum the information listed herein; incomplete or unclear information may be grounds for rejection. The response shall be organized as follows:

#### 1. Letter Proposal

The Proposal may be submitted as a letter proposal addressed to:

Bryce Swetek, P.E.
Engineering Manager
Montecito Sanitary District
1042 Monte Cristo Lane
Santa Barbara, CA 93108

The letter proposal shall be submitted electronically to Bryce Swetek, P.E. at <a href="mailto:bswetek@montsan.org">bswetek@montsan.org</a>. The email subject line shall say, "RFP: Channel Drive Force Main Improvements". The RFP must be received by 4:00 PM, June 13, 2024

Late proposals will not be accepted. Any RFP received prior to the time and date specified above may be withdrawn or modified by written request of the proposer provided the modified proposal is received prior to the time and date specified above.

#### 2. Experience and Qualifications

- a. Provide a <u>brief</u> history of the firm, including name of the firm, the year the firm was established under the current name, and the closest office location to the project. Indicate any other previous names for the firm during the last five years and the year any name change was effective.
- b. Provide general information concerning the Consultant's qualifications and descriptions of at least 3 relevant projects. Indicate who in the firm performed specific functions on the projects. For any incomplete projects, clearly indicate the status of the project.
- c. Identify firm personnel, including any subconsultants, that will be assigned to the key positions and show the relationships on an Organizational Chart and provide which office they are located.
- d. Provide three clients as a reference, including at least two for whom services were rendered during the past two years, preferably for services similar to those outlined in this solicitation; include contact information for each reference.

#### 3. Project Understanding and Approach

Provide a statement demonstrating the Consultant's understanding of the Project and proposed approach to the Project scope of work, broken down by tasks and subtasks. Proposals shall identify specific milestones and deliverables for each task. Consultant may revise the scope of services in this RFP and should call out the proposed revisions in their proposal.

#### 4. Estimated Schedule

The proposal must include an estimated schedule to complete the Project scope of work. Describe the Consultant's ability to meet the proposed schedule and timing of each task in the scope of work.

#### 5. Estimated Level of Effort

The proposal shall include a table listing the personnel involved in the project, the anticipated hours associated with each individual's level of effort identified by task as well as inclusion of a Professional Rate Sheet listing the different classifications of labor. The table is to be based on the consultant's estimation for performing the services based on the Consultant's understanding of the Project's scope of work.

#### 6. Conflicts

Identify any conflicts which could affect the ability to perform the work in a timely fashion over the duration of the contract.

#### 7. Quality Assurance/Quality Control

Provide a brief description of in-place and proposed Quality Assurance & Quality Control practices applicable for this project.

#### 8. Assumptions and Additional Comments

The proposal shall include any assumptions made, comments, suggestions, or additions for the District to consider in selecting the firm. Identify the potential benefit, value, or impact these may have to the District.

#### 9. Contract Requirements

The District will be utilizing a Professional Services Agreement (PSA) included as Attachment B for your review. The terms of Agreement are not subject to change. The consultant must comply with applicable local, State, and Federal laws including prevailing wage rates and their payment in accordance with California Labor Code, Section 1775. Provide and affirmative statement indicating acceptance of the terms of the Agreement.

### IV. SELECTION CRITERIA

From the proposals received, the District will select the most qualified firm for the project. Selection will be based on information provided in the proposal and will be based on the following criteria:

- 1. Qualifications: The Consultant's (including subconsultants, if any) firm as well as relevant experience and ability to perform the Scope of Services as outlined above, based on information provided by the Consultant and client references.
- 2. Approach: The Consultant's understanding of the Project as demonstrated by their approach to completing the Services requested above.
- 3. Schedule: The Consultant's availability and ability to perform the Scope of Services in a timely manner.
- 4. References: The Consultant's client references, the Consultant's performance on similar studies, and their knowledge of, and familiarity with, the District's geographic region.
- 5. Level of Effort: The District is seeking a reasonable level of effort for the Scope of Services as outlined in the RFP and will consider the significance of any proposed changes/additions to the Scope of Services.

### V. RESERVATION OF RIGHTS

The following is a list of rights of the District:

- 1. The Montecito Sanitary District reserves the right to:
  - a. Reject any and all responses received.
  - b. Issue a subsequent RFP.
  - c. Cancel the entire RFP.
  - d. Remedy technical errors in the RFP process.
  - e. Negotiate with any, all, or none of the Respondents to the RFP.

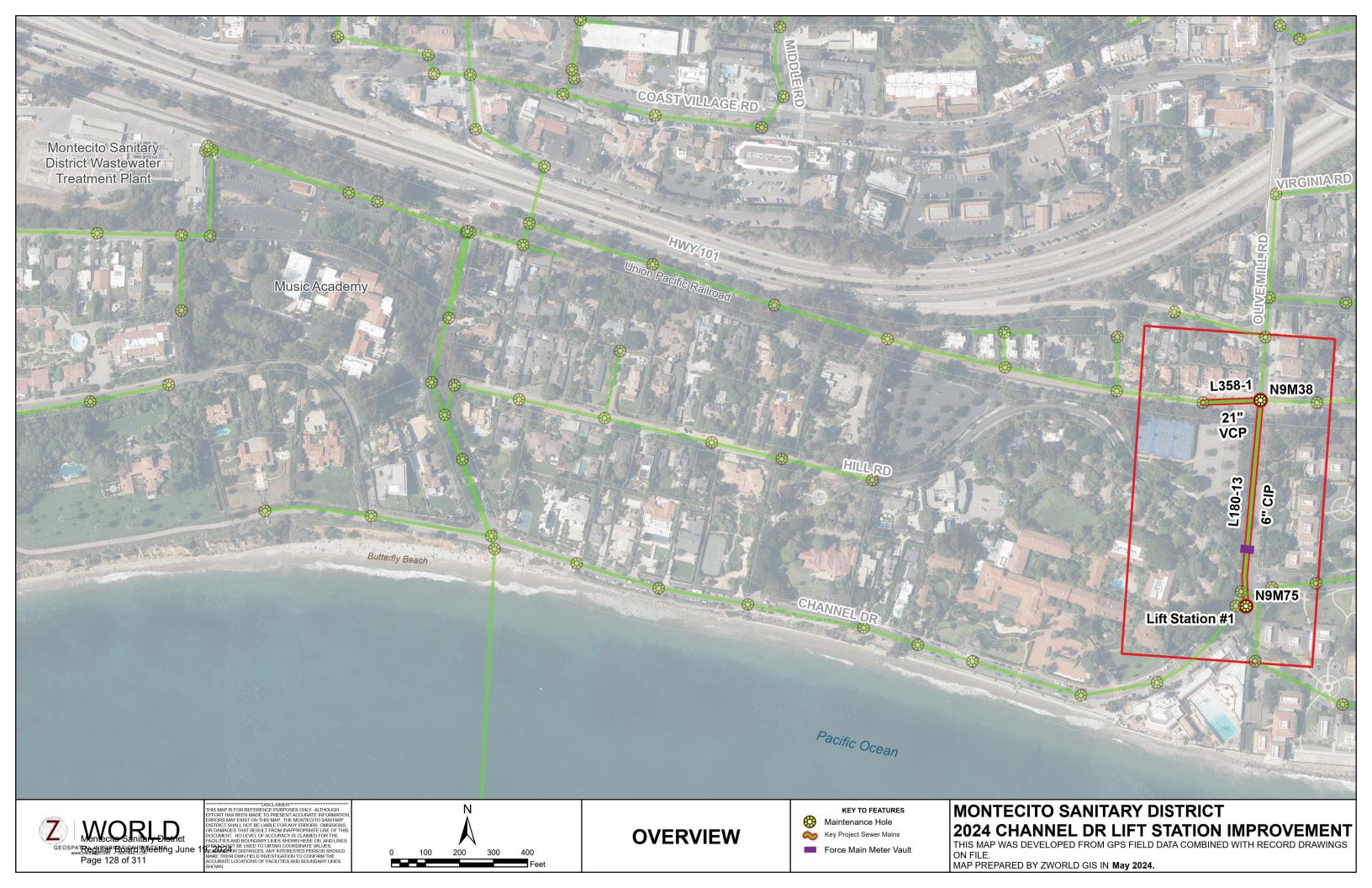
- f. Waive informalities and irregularities.
- g. Make multiple recommendation(s) to the MSD Board.
- h. Request additional information or clarification.
- i. All responses and their contents will become the property of MSD.
- 2. The District will not reimburse Consultants or sub-consultants for any costs associated with any travel and/or per diem incurred in any presentations or for any costs in preparing and submitting the responses.
- 3. The District reserves the right to end, in its sole discretion, negotiations at any time with any or all Consultants. This RFQ does not commit the District to enter into a contract, nor does it obligate it to pay any costs incurred in the preparation and submission of responses or in anticipation of a contract.
- 4. Failure to respond to the requirements outlined in this RFP may result in the Consultant's disqualification as non-responsive to the RFP.

## VI. INQUIRES

All inquiries related to this RFP shall be sent to Bryce Swetek, P.E. at <u>bswetek@montsan.org</u>

### VII. ATTACHMENTS

- A. District GIS information Map
- B. Photo Array of Channel Drive Lift Station and Temporary Piping Existing Condition
- C. Sample Professional Services Agreement

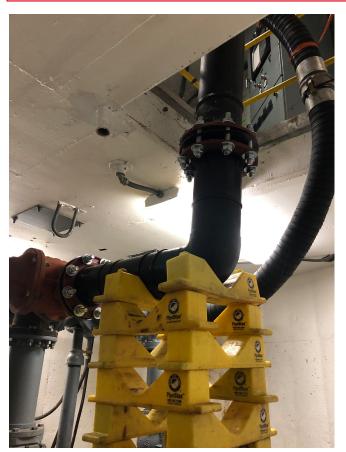




# Photo Array of Channel Drive Lift Station and Temporary Piping - Existing Condition



Photo 1: Lower level showing original discharge location through the wall and out of dry well.



Montecito Sanitary District
Photo 3: Lower level showing temporary
piping through dry well shaft and supports.



Photo 2: Lower level showing temporary piping (temporary discharge) and supports.



Photo 4: Mid level showing temporary piping through dry well shaft.



Photo 5: Top level showing temporary piping exiting shaft of dry well.



Photo 7: Looking East along Channel Drive showing above grade temporary piping.

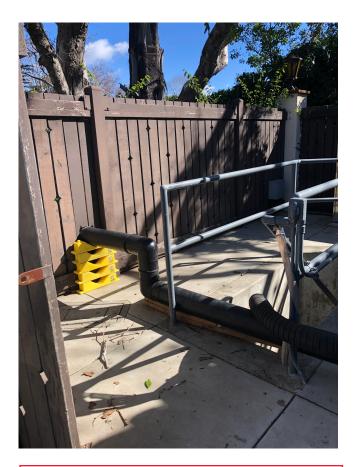


Photo 6: Top level showing temporary piping and supports above grade through fence.

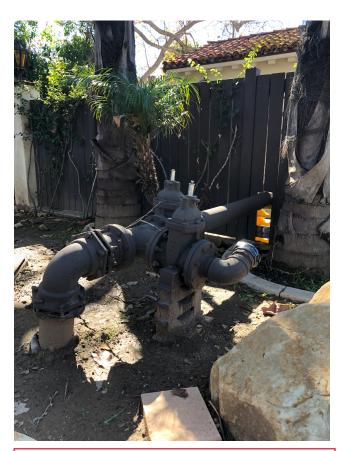


Photo 8: Looking South along Channel Drive showing above grade temporary piping.

## PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

(Montecito Sanitary District / [Company or Individual])

#### 1. **IDENTIFICATION**

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the Montecito Sanitary District, a California Special District ("District"), and , a ("Consultant").

#### 2. RECITALS

- 2.1. District has determined that it requires the following professional services from a consultant: [enter description of consultant's services]
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, District Board members, or employees of the District which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, District and Consultant agree as follows:

#### 3. **DEFINITIONS**

- 3.1. "Design Professional": A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 et seq., (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 et seq., (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 et seq., or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 et seq.
- 3.2. "Scope of Services": Such professional services as are set forth in Consultant's [enter consultant's proposal date] proposal to District attached hereto as Exhibit A and incorporated herein by this reference.
- 3.3. "Agreement Administrator": The Agreement Administrator for this project is [Name and title]. The Agreement Administrator shall be the principal point of

contact at the District for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. District reserves the right to change this designation upon written notice to Consultant

- 3.4. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.5. "Maximum Amount": The highest total compensation and costs payable to Consultant by District under this Agreement. The Maximum Amount under this Agreement is Dollars (\$\sqrt{\sq}}}}}}}}}}}}} \sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sq}}}}}}}}}}} \sqrt{\sqrt{\sqrt{\sqrt{\sqrt{\sq}}}}}}}}}}} \sqrt{\sqrt{\sqrt{\s
- 3.6. "Commencement Date": [date].
- 3.7. "Termination Date": [date]

#### 4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 ("Termination") below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by District in writing and incorporated in written amendments to this Agreement.

#### 5. CONSULTANT'S DUTIES

- 5.1. **Services**. Consultant shall perform the services identified in the Scope of Services. District shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with District**. In performing services under this Agreement, Consultant shall coordinate all contact with District through its Agreement Administrator.
- 5.3. **Budgetary Notification**. Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.

- 5.4. **Professional Standards.** Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to District. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.5. Campaign Contributions. This Agreement is subject to Government Code Section 84308, as amended by SB 1439. Consultant shall disclose any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party or the party's agent. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form to the District prior to, or concurrent with, the Consultant's execution of this Agreement.
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, District may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. [Name of Project Manager] shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without District's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the District that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of District. If District and Consultant cannot agree as to the substitution of key personnel, District may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of

Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.

- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to District under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of District. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of District or as part of any audit of District, for a period of three (3) years after final payment under this Agreement.
- 5.12. **Skilled and Trained Workforce Requirement.** When the use of a skilled and trained workforce is required to complete a contract pursuant to existing law, this contract is subject to such requirement and Contractor agrees to use a skilled and trained workforce.

#### 6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to District for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

#### 7. COMPENSATION

- 7.1. **General.** District agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by District in advance.
- 7.2. **Invoices.** Consultant shall submit to District an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed

pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

- 7.3. **Taxes.** District shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the District through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the District.
- 7.6. **District Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until District is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, District shall have the right to withhold payments under this Agreement to offset that amount.

#### 8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects including the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold the District, its elected officials, officers, employees, and agents free and harmless form any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

#### 9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as "written products") shall be and remain the property of District without restriction or limitation upon its use or dissemination by District except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

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#### 10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to District, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of District or otherwise to act on behalf of District as an agent. Neither District nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of District.
- 10.3. Independent Contractor Status. Under no circumstances shall Consultant or its employees look to the District as an employer. Consultant shall not be entitled to any benefits. District makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the District, Consultant shall indemnify, defend, and hold harmless District for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of District.

#### 11. INDEMNIFICATION

- 11.1. **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "District" shall include District, its board, officials, officers, agents, employees and volunteers.
- 11.2. Consultant to Indemnify District. Where the services to be provided by Consultant under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Consultant agrees to indemnify, defend and hold harmless, the District, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct

of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the District, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the District, then Consultant's indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the District and shall not exceed Consultant's proportionate percentage of fault.

- As respects all acts or omissions which do not arise directly out of the 11.3. performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, and to the full extent permitted by law, Consultant agrees to indemnity, defend and hold harmless the District, its board, officers, officials, agents, employees, and volunteers from and against any claims, demands, losses, liability of any kind or nature (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the District, its board, officers, officials, employees and volunteers.
- 11.4. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify District for such loss or damage as is caused by the sole active negligence or willful misconduct of the District. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.
- 11.5. **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of District's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.6. **Defense Deposit.** The District may request a deposit for defense costs from Consultant with respect to a claim. If the District requests a defense deposit, Consultant shall provide it within 15 days of the request.

- 11.7. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to District.
- 11.8. **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.9. **Insurance Not a Substitute.** District does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 11.10. **Civil Code.** The parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section 11 complies therewith.

#### 12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the District shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** District will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with District:
  - Certificate of Insurance, indicating companies acceptable to District, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must show the Montecito Sanitary District, its board of directors, commissions, officers, and employees of Montecito Sanitary District as additional insured parties. The Certificate of Insurance must include the following reference: [insert project name]
  - Documentation of Best's rating acceptable to the District.
  - Original endorsements effecting coverage for all policies required by this Agreement.
  - Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

• Professional Liability Insurance: \$1,000,000 per occurrence \$2,000,000 aggregate

• General Liability:

•	General Aggregate:	\$2,	000,000
•	Products Comp/Op Aggregate	\$2,	000,000
•	Personal & Advertising Injury	\$1,	000,000
•	Each Occurrence	\$1,	000,000
•	Fire Damage (any one fire)	\$	50,000
•	Medical Expense (any 1 person)	\$	5,000

• Workers' Compensation:

•	Workers' Compensation	Statutory Limits
•	EL Each Accident	\$1,000,000
•	EL Disease - Policy Limit	\$1,000,000
•	EL Disease - Each Employee	\$1,000,000

- Automobile Liability
  - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the District as additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. Claims-Made Policies. If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. Additional Insured Endorsements. The District, its Board of Directors, Commissions, officers, and employees of the District must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the District, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, District has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or

material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: Montecito Sanitary District, Attn: John Weigold, General manager, 1042 Monte Cristo Lane, Santa Barbara, CA 93108.

- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to District. Any insurance or self-insurance maintained by District and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the District. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to District.** Consultant shall report to the District, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the District. The District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, District must approve all such amounts prior to execution of this Agreement.
- 12.16. District has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to District's approval.
- 12.17. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify District under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration or early termination of this Agreement.

#### 13. MUTUAL COOPERATION

- 13.1. **District Cooperation in Performance.** District shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. Consultant Cooperation in Defense of Claims. If any claim or action is brought against District relating to Consultant's performance in connection with this

Agreement, Consultant shall render any reasonable assistance that District may require in the defense of that claim or action.

#### 14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, electronic mail or overnight courier service during Consultant's and District's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to District Montecito Sanitary District Attn: John Weigold General Manager 1042 Monte Cristo Lane Santa Barbara, CA 93108 If to Consultant
[Name]
[Address]
[Address]
Telephone:
Email:

With courtesy copy to:

Aleks R. Giragosian, Esq. Montecito Sanitary District General Counsel Colantuono, Highsmith & Whatley, PC 790 E. Colorado Blvd.., Ste. 850 Pasadena, Angeles, CA 91101 Telephone: (213) 542-5700

Email: agiragosian@chwlaw.us

### 15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), paragraph 12.13 (Waiver of Subrogation), paragraph 12.6 (Automobile Liability Insurance), Section 15 (Surviving Covenants), Section 17 (Interpretation of Agreement), and Section 18 (General Provisions) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

#### 16. TERMINATION

16.1. **District Termination.** District may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All District data, documents, objects, materials or other tangible

- things shall be returned to District upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach by the District of this Agreement upon 30 days' notice.
- 16.3. Compensation Following Termination. Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The District shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** District retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

#### 17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and its exhibits, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between District and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by District and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those

- as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

#### 18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by District. District shall grant such consent if disclosure is legally required. All District data shall be returned to District upon the termination or expiration of this Agreement.
- 18.2. Conflicts of Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the District's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without District's prior written consent, and any attempt to do so shall be void and of no effect. District shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.

- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by District or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by District or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in District's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Santa Barbara County, California and Consultant hereby consents to jurisdiction in Santa Barbara County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.13. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the

same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

**TO EFFECTUATE THIS AGREEMENT,** the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"DISTRICT"	"CONSULTANT"
Montecito Sanitary District Authorized Signatories:	[Name of Company or Individual]
Signature:	Signature:
Printed:	Printed:
Title:	Title:
Date:	Date:
Attest:	
Signature:	<u> </u>
Printed:	
Title: District Clerk	
Date:	<u> </u>
Approved as to Form:	
Signature:	
Printed:	
Title: District Counsel	
_	

# EXHIBIT A SCOPE OF SERVICES

## **EXHIBIT B** FEE SCHEDULE

19



June 13, 2024 File: 184031828

Submitted Via Email: bswetek@montsan.org

Attention: Bryce Swetek, P.E.

Engineering Manager Montecito Sanitary District 1042 Monte Cristo Lane Santa Barbara, CA 93108

Dear Mr. Swetek,

Reference: RFP: Channel Drive Sewer Force Main Improvements

## 1. Letter Proposal

Stantec Consulting Services Inc. (Stantec) is pleased to electronically submit this proposal to provide surveying, geotechnical, utility research, engineering, CEQA, and permitting services for the Montecito Sanitary District Channel Drive Sewer Force Main Improvements project.

## 2. Experience and Qualifications

#### a. Firm History

In 1954, Stantec began providing water resource engineering services to improve the quality of life in communities where it worked. Over the last 70 years, we have added a full complement of engineering and planning disciplines to our portfolio to better serve the needs of our clients. We take pride in a long history of being part of the communities we serve.

Stantec is a community of more than 31,000 employees working in more than 400 locations worldwide. With 850+ water resource specialists working across 26 offices in California, we provide a full range of services to meet your project requirements. As a leading provider of wastewater and water resources engineering services throughout the world, we consistently rank in the top five design firms for water/wastewater. In partnership with our clients, Stantec provides practical solutions by leveraging strong local teams with solid understanding of issues and global expertise. Our local team based in Santa Barbara, has a long and successful history of working with the Montecito Sanitary District (District), State and Federal agencies, municipalities, and permitting agencies throughout California.

Stantec does not have any other previous company names for the firm during the last five years.

#### b. Qualifications and Relevant Projects

Stantec and our proposed geotechnical subconsultant, Earth Systems, have extensive experience supporting and delivering projects for the District and surrounding agencies. Throughout California Stantec has been involved with many sewer lift station assessments, alternatives analyses, force main designs, and list station rehabilitations. We have local expertise and vast resources to handle all the District's needs on this project.

Carrie Poytress is a Senior Technical Leader and Project Manager with Stantec and has over 20 years of civil engineering experience focused on water and wastewater from concept through construction. Based

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Reference: RFP: Channel Drive Sewer Force Main Improvements

on her project management and wastewater design experience, she is a catalyst for creative team collaboration, focusing on successful delivery of every project. In addition to managing project schedules, costs, quality, and scope, she addresses and resolves changes quickly with the owner to minimize project impact. By anticipating potential data or project component gaps and challenges early, Carrie mitigates risks and resolves conflicts within our design team and subconsultants, District management, and the community. Her approach adopts clear and concise communication to regularly consult, obtain approval, share information, and provide reports as needed. Carrie will proactively manage our proposed team in the decision-making process, to avoid project delays. Carrie served as the Engineering Manager for Montecito Sanitary District for 5 years and has extensive knowledge of the District's sewer collection system and community challenges.

Gabe Aronow is a Principal in Stantec's Water business operating unit and has over 30 years of experience focused on planning, engineering design, and project management of water and wastewater projects. His work has ranged from planning and permitting through design, construction, and operational support. He has led many significant planning, pipeline, and wastewater treatment design efforts, covering water distribution pipelines, storage and booster pump systems, sewers and sewer pump stations, force mains and gravity mains, raw sewage and effluent storage facilities, and wastewater disposal and reclamation facilities, including all aspects of the civil improvements required for complete municipal services. Gabe has also secured encroachment permits for other railroad crossing projects.

Jonny Zukowski is a Senior Civil Engineer with Stantec's Water business operating unit who focuses on water and wastewater projects. He has over 13 years of experience working on water and wastewater conveyance projects ranging from sewer pipeline rehabilitation, sewer lift station and force main design, gravity sewer design, bore and jack, and horizontal directional drilling design for numerous municipalities and clients within the Central Coast of California. He has gained extensive experience meeting jurisdictional requirements for work within Caltrans and railroad rights-of-way, providing planning level concepts, modeling, final design, construction documents, and support during construction.

Albert Ruiz is a Principal for Stantec's Tunnel and Trenchless Practice. Albert is an expert when it comes to the design of tunnel excavations and ground support systems, structural liners for shafts and tunnels, and trenchless construction. He has led design teams responsible for shaft, tunnel, and trenchless projects and coordinated with different engineering disciplines and project stakeholders. He has created finite element models for design of tunnels, cut and cover structures, and shafts. His expertise has extended to several published papers regarding tunneling and underground construction. He has performed site investigations and structural inspections, has experience in infrastructure rehabilitation projects, and has experience in generating quantity take-offs, cost estimates, and construction schedules. His experience in general civil design includes design of water and sewer mains, site grading and drainage, and hydrological analysis. Albert also has construction management experience in both a resident engineer and contract administration role, with experience reviewing and approving contract change orders, reviewing and approving contractor submittals.

Below are brief summaries of relevant projects:

- 1. Santa Barbara County Northern Branch Jail Recycled Water, Sewer Force Main, and Sewer Lift Station, Santa Maria, CA: Stantec prepared construction drawings for approximately 10,800 linear feet of 6-inch HDPE recycled water main, 6,300 linear feet of 6-inch HDPE sewer force main, 530 linear feet of 12-inch PVC gravity sewer main, multi-rake bar screen, and dual pump submersible sewer lift station for Laguna County Sanitation District to serve the new Jail. This project has been operational since 2022. Jonny Zukowski and Carrie Poytress designed and prepared the project plans, specifications, and cost estimate for the lift station and pipelines.
- 2. State Street Sewer Study (Hitchcock Interceptor Project), Santa Barbara. CA: Stantec reviewed the existing wastewater collection system to reduce the potential for wet weather overflows in the upper State Street area for the City of Santa Barbara. Based on the selected alternative, Stantec prepared the Montecito Sanitary District

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Reference: RFP: Channel Drive Sewer Force Main Improvements

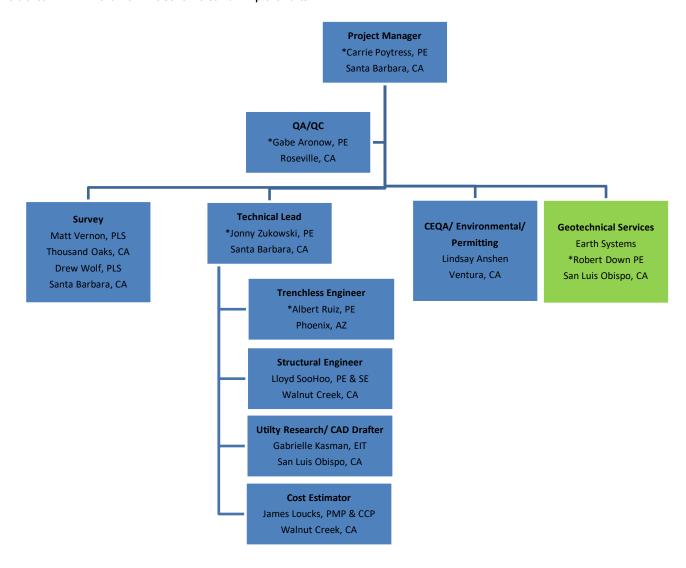
construction documents for an approximately 330-feet of 12-inch gravity sewer bypass main to replace the failing siphon under San Roque Creek. The design also included connection to an existing manhole and tie over of the existing sewer mains. The Hitchcock gravity sewer main was constructed and the siphon was abandoned in place. Stantec also provided noise and archaeological monitoring during construction. Jonny Zukowski updated the City's sewer model, analysed alternative scenarios to improve the sewer collection system, prepared a technical memorandum, and prepared the construction documents for the project.

- 3. Los Olivos Septic to Sewer Project, Los Olivos, CA: Stantec prepared the topographic survey, the 30% engineering design, and cost estimate for a gravity sewer collection system for the 376 parcels within the Los Olivos Special Problems Area that are currently utilizing septic systems. The design includes 32,750 linear feet of gravity sewer mains, 101 sewer maintenance holes, and a lift station. The project also included a location study, solids loading calculations, and preliminary site layout for the treatment plant. The Los Olivos Community Services District is currently comparing the gravity system to a hybrid collection system or connecting to the City of Solvang. Carrie Poytress and Jonny Zukowski designed the sewer collection system and prepared the 30% submittal package. Matthew Vernon reviewed the topographic survey for accuracy and completeness. Gabe Aronow prepared the loading calculations and reviewed the collection system design. Carrie and Gabe laid out the treatment plant to be accessible and adaptable to multiple site locations.
- 4. Carriage House Pump Station Improvements, Grass Valley, CA: Stantec prepared construction documents to refurbish a 1970's era pump station that serves a localized community with a reliable capacity of 0.5 MGD. The work included designing and installing new pumps, discharge piping, valves and vault, standby generator, and restoring the site grading and security fencing. Gabe Aronow was the project engineer for this project and his responsibilities included designing the modifications and preparing the project documents.
- 5. Southern Extra High Pipeline Section 111, Boston, MA: Albert Ruiz was the Lead tunnel engineer responsible for the trenchless design team and coordinating with other design disciplines and project stakeholders, including Massachusetts Bay Transportation Authority (MBTA). Project consisted of two trenchless crossings, one underneath Interstate I-95 and one underneath MBTA railroad tracks, using micro-tunnelling and auger boring with ground improvement. Albert analysed alignment options and trenchless methodologies, helped prepare design plans, specifications, and technical design reports for the Massachusetts Water Resources Authority.

#### c. Personnel

Carrie Poytress will be the Project Manager and the main point of contact for the Stantec team. Jonny Zukowski will be the Technical Lead and Albert Ruiz will be the Trenchless Design Engineer and will work closely with Gabe Aronow to ensure the design meets the District's objectives and quality standards. Robert Down with Earth Systems will be the lead for the Geotechnical Services. Our organization chart below demonstrates how our team members will be organized and managed to help ensure the project runs smoothly and efficiently. The office location for each person is also included. The key positions are noted with an asterisk.

Reference: RFP: Channel Drive Sewer Force Main Improvements



#### **Organization Chart**

#### d. Client References

- Victoria Fuertes, Project Engineer City of Santa Barbara, Public Works 630 Garden Street Santa Barbara, CA 93101 805-560-7544 VFuertes@SantaBarbaraCA.gov
- Martin Wilder, Interim Public Works Deputy Director County of Santa Barbara
   620 West Foster Road Santa Maraia, CA 93455
   805-803-8750

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Regular Board Meeting June 19, 2024
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Reference: RFP: Channel Drive Sewer Force Main Improvements

 Amanda Flesse, Wastewater System Manager City of Santa Barbara, Public Works 630 Garden Street Santa Barbara, CA 93101 805-564-5412 aflesse@SantaBarbaraCA.gov

## 3. Project Understanding and Approach

In April 2023 the District had a pipe break on the existing 6-inch diameter CIP force main near the dry well of the Channel Drive Lift Station. The existing force main is approximately 18-feet deep at the curb near the edge of the lift station. The District hired a contractor to repair the break, but the contractor could not reach the break location due to the depth, the numerous existing utilities present in the area, and the proximity to the wetwell/ drywell structure. The District installed a temporary discharge pipe from the existing pump discharge header in the dry well up through the existing access hatches in the electrical room and up to the surface. The temporary piping, as installed, blocks access through the hatches as well as poses a tripping hazard at the stairs above ground as it leaves the lift station. The District does not want above ground piping and wants the new force main piping to be installed at a reasonable depth below for future maintenance. The District has also expressed that the new piping should not utilize and block the access hatch as the temporary piping does.

The Channel Drive Lift Station includes a below ground cylindrical two-story structure with limited access. A portion of the lift station is designated as a wet well and collects wastewater flows from the surrounding sewer shed. The other portion of the structure is designated as a dry well with a pump room on the bottom story and an electrical room on the top story. The lift station includes two existing pumps and piping that convey wastewater to the existing CIP force main.

The District desires two (2) new 6-inch diameter force mains from the lift station pump discharge to a new gravity manhole discharge location south of the Union Pacific Railroad (UPRR) tracks on Olive Mill Road. One force main would be a primary force main and the other would be for redundancy. There will need to be a manifold with valving to switch between the force mains. The force mains will each require a flow meter to measure discharge from the lift station (or be arranged such that the dual force mains branch downstream of a single flow meter). The flow meter(s) could be on the discharge pipes from the pumps within the dry well room or in a below ground vault adjacent to the lift station. One possible location for the vault would be the adjacent former parking area to the north of the lift station.

The two force mains would discharge to a junction manhole south of the UPRR right of way then transition to a 12-inch gravity main in a steel casing to cross the UPRR right of way and tie into an existing sewer manhole north of the UPRR right of way. UPRR requires a near perpendicular crossing and depending on the alignment of the gravity main and the existing utilities, a new manhole north of UPRR may be required with a short 12-inch gravity sewer main to connect to existing Manhole N9-M38. It is our understanding that the District would be the lead for the UPRR crossing permit and has already started coordination with the UPRR staff for the new crossing. Stantec would support the District and provide the necessary information and exhibits for the online crossing application.

The existing wet well access is a 2-feet by 2-feet concrete chimney with a manhole cover as the hatch. This access is located close to the lift station gate and generator building. The chimney also houses the ultrasonic level indicator and the level floats control wiring in conduits mounted to the side. The District needs a larger opening to house the control wiring conduits as well as provide enough space to access the wet well. This could require an access hatch that is approximately four feet by six feet. The new access hatch would need to tie into the existing wet well roof slab. Based on preliminary discussions it is understood that the wet well roof slab is about 8 feet below ground. Structural modifications of the existing wet well roof slab or a new roof slab may be necessary to accommodate the larger access opening.

Regular Board Meeting June 19, 2024

Reference: RFP: Channel Drive Sewer Force Main Improvements

## Scope of Work

The Scope of Work is broken down by tasks and subtasks with deliverables noted for each task. Milestones are noted with an asterisk (\*) in the deliverables list for each task. The proposed revisions in the scope of work are noted in italics.

# Task 1 Project Management, Quality Assurance/ Quality Control, Meetings, and Site Visits

#### 1.1 Project Management

Stantec will provide an experienced project manager to lead the project and act as the point of contact for the Stantec team. The project management task will include the following key sub-tasks:

- 1. General project coordination and communication.
- 2. Management of scope, schedule, budget, subconsultant, and internal project team. Stantec anticipates two weeks for District review of each submittal.
- 3. Supporting the District in coordination with jurisdictional/ public agencies including the Coastal Commission, County of Santa Barbara, and Union Pacific Railroad (UPRR).
- 4. Preparation of monthly invoices and update schedule throughout the project.
- 5. Project closeout activities and final delivery and approval of the project.

#### 1.2 Quality Control/ Quality Assurance

Stantec will develop and implement proven QA/QC measures throughout the project to ensure ongoing and consistent quality control throughout the project. As part of the QA/QC measures, Stantec will capture comments from review meetings and submittals, and thoroughly check the work product to ensure that comments are addressed. The QA/QC will include a constructability review of the 50% and 90% designs.

#### 1.3 Meetings

Stantec will invite key staff members to participate in the meetings with Montecito Sanitary District. We will have team members versed in the various disciplines for which this scope of work entails. The anticipated meetings include the following:

- Project kick-off meeting with District staff- in-person, (2) Stantec Representatives \*
- Draft Geotechnical Report review meeting- virtually, one (1) Stantec and one (1) Earth Systems representative
- Draft Environmental Document review meeting- virtually, two (2) Stantec representatives
- Draft Technical Memorandum review meeting- virtually, three (3) Stantec representativesproposed revision \*
- 50% Deliverable Package review meeting- virtually, two (2) Stantec representatives \*
- 90% Deliverable Package review meeting- virtually, two (2) Stantec representatives \*
- Issued for Bid set of Contract Documents meeting- in-person, (1) Stantec Representative \*

Stantec will prepare the meeting agenda and conduct the design kick-off meeting with District staff to review project scope and District expectations. Stantec will prepare a schedule for completion of the design of the Contract Documents to be discussed at the kick-off meeting. The schedule will include milestone dates for submittals and review meetings. We anticipate two weeks for District review of each submittal. Stantec will prepare and distribute the meeting summaries following the meetings. The meeting summary will document the District comments, discussions, and the proposed assigned tasks discussed at the meeting.

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Reference: RFP: Channel Drive Sewer Force Main Improvements

#### 1.4 Site Visits

Stantec will perform site visits to review the existing conditions with District staff and permitting agencies.

- Project kick-off site visit- two (2) Stantec representatives
- Topographic survey review site visit- (1) Stantec Representative- proposed revision
- County of Santa Barbara Roads Division site visit- two (2) Stantec representatives proposed revision
- UPRR site visit- two (2) Stantec representatives proposed revision

The project kick-off site visit will review the existing conditions with District staff and this information will be documented in the Task 2.5 technical memorandum. The topographic survey review site visit is to verify all surface features on the topographic survey and discuss the project concepts, extents, and access with the District. The site visit information will be incorporated into the Task 3 Contract Document Preparation.

#### Task 1 Deliverables (Electronic to District PM):

- Project Invoices (PDF format)
- Project Schedule with milestone dates and review meeting and monthly updates (PDF format)
- Kick-off Meeting Agenda and Summary (PDF and MS Word formats) \*
- Site visits Summary (PDF format)- proposed revision

## Task 2 Review Existing Information & Preliminary Design

#### 2.1 Existing Documents Review

Stantec will review background documents to understand the existing constraints such as the record drawings for the Channel Drive Lift Station and Force Main, easement documents for the existing force main, and record drawings for the gravity mains adjacent to the railroad. It is anticipated that the District will provide this information at the project kick-off meeting. Any existing adjacent utilities, development maps or railroad plans can also be reviewed if available.

#### 2.2 Environmental Document Preparation and Permitting

Stantec will provide technical support (drawings, calculations, etc.) for the County of Santa Barbara (County) encroachment permit and UPRR crossing permit. The permit drawings will be prepared as part of Task 3; a separate set of drawings will not be provided specifically for the permitting agencies. The District will be the main point of contact/coordination with the two permitting agencies. Stantec will prepare the documents as noted below and attend onsite meetings (assumed a total of two) with the agency representatives as noted in Task 1.4 Site visits.

#### **CEQA Compliance**

Stantec understands that, if required, the District will be the CEQA Lead Agency for this Project. Stantec anticipates that because the Project is less than one mile in length and will not expand existing capacity, it will qualify for the following CEQA exemptions:

- Statutory Exemption 15282(k). The installation of a new pipeline or maintenance, repair,
  restoration, removal, or demolition of an existing pipeline as set forth in Public Resources Code
  Section 21080.1 (Application of Division to Public Right-Of-Way Pipeline Projects Less Than One
  Mile In Length), as long as the project does not exceed one mile in length.
- Categorical Exemption Class 2, 15302(c). Replacement or reconstruction of existing utility Montecito Systems and/or facilities involving negligible or no expansion of capacity.

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Stantec will prepare a Draft CEQA Notice of Exemption (NOE) for review by the District. Stantec assumes that the District will provide one set of consolidated comments and that these comments will require only minor edits. Stantec will then prepare a Final CEQA NOE and provide to the District, for signature. Stantec assumes the District will file the NOE with the Santa Barbara County Clerk and pay any required filing fees.

#### **Coastal Development Permit**

The Project is located within a portion of the unincorporated area of the County within the Coastal Zone. In addition, the Project is located within the Coastal Commission Permit/Appeals Jurisdiction. Any development within the Coastal Zone of the unincorporated area of the County of Santa Barbara must comply with the County's Coastal Zoning Ordinance. Section 35-169.2 of the Coastal Zoning Ordinance states in part: "A Coastal Development Permit (CDP) shall be required for all development in the coastal zone with the exception of the following: 1) Repair and maintenance activities that do not result in addition to, or enlargement or expansion of, the object of such repair or maintenance activities; and 2) Installation, testing, placement in service, or the replacement of any necessary utility connection between an existing service facility and any development that has been granted a CDP.

Stantec anticipates that the Project would qualify for an exemption from a CDP in accordance with Article II (Coastal Zone Ordinance) Division 1 Section 35-51B (Exemptions from Planning Permit Requirements) Subsection B.7<sup>2</sup> since the project is not expected to result in addition to, or enlargement or expansion of the object of the repair or maintenance activities; and complies with *Appendix C: County Guidelines on Repair and Maintenance and Utility Connection to Permitted Development*<sup>3</sup>.

The County's Exemption application<sup>4</sup> requires the following information/forms: Owner/Applicant Consent Form, Agreement to Pay Form, Plan Set (prepared as part of Task 3 of this scope of work), and site photos (near and mid-field photos of the project parcel, the neighboring area, and the Project area). The County uses an online application system for submittal of encroachment permit applications. Stantec assumes that we will create an Accela account as an Authorized Agent on behalf of the District. Stantec will submit the Exemption application to the County via the Accela account. Prior to submittal of the Exemption application to the County, Stantec will provide the District with a draft application for one round of review. Stantec assumes that the District will provide one set of consolidated comments and that these comments will require only minor edits. Stantec assumes that the District will pay any permit application fees.

This task includes up to three hours of engagement and coordination with the District and the County from application submittal through approval.

#### **County Road Encroachment Permit**

The Project will be located within the County's road right-of-way and therefore will require an encroachment permit from the County Public Works Department Transportation Division. The County uses an online application system for submittal of encroachment permit applications. Stantec will create an Accella account and will submit the encroachment permit application as an Authorized Agent on behalf of the District.

Prior to initiating this task, Stantec will submit a request for information (RFI) to the District for relevant information required for the permit application. This may include but is not limited to owner information, financially responsible party, Authorized Agent Form, project details (e.g., frontage improvements, utility work, Traffic Control, haul permit, use of Right of Way, tree care and vegetation Maintenance); list of other required permits, site plan, and other applicable plans (e.g., Traffic Control Plan, Landscape Plan). Stantec assumes that a Traffic Control Plan will (prepared under Task 3 of this scope of work) will be required as

<sup>&</sup>lt;sup>1</sup> ArcGIS - Santa Barbara County Land Use and Zoning Map

<sup>&</sup>lt;sup>2</sup> Santa Barbara County Coastal Zoning Ordinance

<sup>&</sup>lt;sup>3</sup> Appendix C: County Guidelines on Repair and Maintenance and Utility Connection to Permitted Development

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Reference: RFP: Channel Drive Sewer Force Main Improvements

part of the application. Stantec assumes that the District would provide any additional plans required as part of the application package.

The County uses an online application system for submittal of encroachment permit applications. Stantec assumes that we will create an Accella account as an Authorized Agent on behalf of the District. Prior to submittal of the permit application to the County, Stantec will provide the District with a draft application for one round of review. Stantec assumes that the District will provide one set of consolidated comments and that revisions will be minor. If substantive comments are received, then Stantec may request additional authorization. Stantec will submit the encroachment permit application to the County via the Accella account and assumes that the District will pay the permit application fees.

This task includes up to three hours of engagement and coordination with the District and the County from permit application submittal through permit approval.

#### **UPRR Crossing Permit Support**

Based on a site visit with the District on May 29, 2024, Stantec understands that the District will be the lead for the UPRR Crossing Permit development and coordination with the UPRR. In support of the UPRR Crossing Permit application, Stantec will provide a project description, site plans (prepared as part of Task 3 of this scope of work), UPRR Exhibit "A", and a Traffic Control Plan (included as Task 3 of this scope of work). In addition, Stantec will provide up to 8 hours of staff time for permitting support, as needed.

#### 2.3 Utility Research and Utility Basemap

Stantec will perform a record search utilizing USA Dig Alert and available record drawings. Stantec will file a USA Dig Alert ticket prior to the geotechnical survey to have the existing utility locations marked in the Project area. Using the USA Dig Alert database and our contacts with the various agencies, we will request available as-built data, atlas maps, and request information on existing facilities and available future planned projects in the area that may potentially impact the proposed construction or schedule. We will plot the information received from the District and utility providers to prepare the utility base map. *All information received from utility providers will be submitted to the District for record keeping.* 

#### 2.4 Topographic and Right of Way Survey

Site survey control will be established and tied to the National Spatial Reference System (NSRS) via GNSS ties to the Montecito High Precision Geodetic Control Network per Record of Survey book 212 pages 48-52. Vertically our survey control will be based on the North American Vertical Datum of 1988 (NAVD88) per the same.

Stantec will conduct research with the County of Santa Barbara to obtain recorded maps and documents pertaining to the right-of-way boundaries and survey monumentation for the establishment of Olive Mill Road and Channel Drive. Field surveying will be conducted to recover and tie the controlling survey monuments sufficient to analyze and compute the existing rights of way, according to public records.

Stantec shall prepare a topographic site survey to identify and plot existing conditions of the project site. Topographic mapping shall be plotted at 1" = 20' with one foot interval contours and a digital terrain model. Topographic mapping will conform to the FGDC Geospatial Positioning Accuracy Standards, PART 4: Standards for A/E/C and Facility Management, and references the ASPRS Accuracy Standards for Large-Scale Maps, with sufficient detail to support final design, including:

- Contours at one-foot interval
- Spot elevations on hardscape features
- Curb and gutters, sidewalks and driveways, and handicap ramps
- Pavement areas including the roadway surface and flow line of gutter

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Reference: RFP: Channel Drive Sewer Force Main Improvements

- Top and bottom elevation of wheelchair ramps
- Storm drain and sewer manholes and inverts, and pipe sizes where visible
- Power poles, streetlights and traffic signals, and major signs
- Trees and major specimen plants, with trunk diameters greater than 4"
- Lift Station Building footprint at ground level
- · Above ground utilities including valves, pull-boxes, meters, and vaults
- All major surface features that define the shape of the terrain, such as tops and toes of slopes,
- Grade breaks and natural ground
- Rights of way

Figure 1 shows the limits of mapping approximately within the blue line and shall include Olive Mill Road right-of-way from the intersection with Spring Road to approximately 100-feet southerly of the Channel Drive Lift Station. Mapping shall also include the fenced area surrounding the lift station.

Figure 1 Limits of Mapping



#### 2.5 Geotechnical Investigation and Report

As part of the Stantec team, Earth Systems will provide a geotechnical engineering investigation (historical documentation and field obtained soil sampling) and report for use as a basis for the design and construction of the relocated sewer main (conventional construction and pipeline crossing of the UPRR using trenchless technology).

To evaluate the subsurface conditions, Earth Systems plans to drill three borings to a maximum depth of 20 feet below the ground surface (bgs), as conditions dictate and allow. The borings will be drilled with a truck-mounted Gtech Model GT8 drill rig equipped with 6-inch hollow stem auger and an automatic trip hammer for sampling. During drilling, samples will be obtained as appropriate using a ring-lined barrel sampler (ASTM D350-17 with shoe similar to D2937-17) and a standard penetrometer sampler (ASTM D1586-18). Soils will be classified in general accordance with the Unified Soil Classification System (ASTM D2488-17). If bedrock is encountered, its properties will be described based upon observation of ring and/or standard penetration samples, observation of the spoils, the effort required to drill into the bedrock, and the energy required to drive samplers into the bedrock. Bulk samples will be secured from the auger cuttings. The borings will be backfilled with soil cuttings and surfaced with cold-mix asphalt patch. Copies of the boring logs and an Exploration Location map will be included in the report.

Soil samples obtained from the borings will be tested in the laboratory to determine various engineering properties. The following test types are planned: grain size distribution by sieve and hydrometer analysis (ASTM D422), in-situ moisture content and dry density (ASTM D2937 and D2216), Atterberg (plasticity) Montes (ASTM D421), strength tests for determination of cohesion and angle of internal friction by direct Regular Board Meeting June 19, 2024

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Reference: RFP: Channel Drive Sewer Force Main Improvements

shear (ASTM D3080). The final determination of the number and types of tests to be performed will depend upon the subsurface conditions encountered and is expected to be determined based on review of the boring logs.

The field and laboratory data will be reviewed by a registered Professional Engineer and evaluated with respect to development of geotechnical criteria for the project.

#### 2.5.1 Draft Geotechnical Report

Information gathered during the geotechnical investigation will be compiled into a geotechnical engineering report for the project. The report will be intended to fulfill the requirements of Sections 1803.1 through 1803.6, J104.3 and J104.4 of the 2022 California Building Code; and common geotechnical engineering practice in this area under similar conditions at this time.

Earth Systems will develop a draft geotechnical report in coordination with the District. The following items will be addressed in the geotechnical engineering report:

- Soil, bedrock, and groundwater conditions documented on the boring logs.
- Preparation of the project area prior to construction.
- Suitability of the site soils for use as backfill.
- Bearing and friction capacities.
- Lateral earth pressures.
- Trenchless construction general recommendations.
- CBC seismic design criteria general methodology.
- Site drainage around improvements observation and testing.

The draft will be submitted to the District in PDF and Word (.doc) formats so District staff may provide comments and suggest edits via "track changes". The schedule estimates two weeks for the District's review. A virtual review meeting with the District to review and clarify comments is included in Task 1.3.

#### 2.5.2 Final Geotechnical Report

Earth Systems will provide a final geotechnical report incorporating the comments agreed upon by the District, Stantec, and Earth System from the draft report. The final report will be provided in PDF format and signed by a Professional Geotechnical Engineer registered in the State of California.

#### 2.6 Confirm Construction Method and Lift Station Discharge Piping Orientation

Stantec will review as-built and utility information, District Standards, Santa Barbara County requirements, the geotechnical report, environmental documentation, and UPRR considerations and requirements. Stantec will determine an approach to construct the sewer force mains, construct a new sewer manhole, trenchless construction methods for the sewer main underneath the UPRR tracks, and construct the tie-in to the existing wastewater system north of UPRR. Additionally, Stantec will review the existing pump discharge piping within the lift station structure and provide options for constructing new piping from the existing pump header to outside of the lift station to the new force mains. Stantec will discuss operational considerations, benefits, concerns, and constraints with the various options and will provide a recommendation. Stantec will prepare a technical memorandum documenting the review and various discharge piping options and provide a recommended approach for the trenchless construction crossing UPRR. The technical memorandum will include opinions of probable construction costs associated with the different options.

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Reference: RFP: Channel Drive Sewer Force Main Improvements

#### 2.6.1 Draft Technical Memorandum

Stantec will prepare a draft technical memorandum to document two (2) trenchless options under UPRR and three (3) piping options at the lift station. The piping options may include:

- 1. Maintaining the existing discharge piping header and constructing a single discharge main within the existing lift station structure. This may involve:
  - a. Installing an inline flow meter on new vertical piping within the lift station and penetrating the roof slab or structure wall to exit the lift station.
  - b. Connecting to the two new force mains and providing buried valves outside the lift station, complete with valve cans for manual valve operation to switch between the two force mains.
  - c. Special consideration will be needed to meet required clearances to electrical equipment and to maintain access within the lift station structure.
- 2. Modifying the existing discharge piping header and constructing two separate discharge mains within the existing lift station structure. This may involve:
  - a. Installing inline flow meters on the new vertical piping from each pump. Penetrating the roof slab or structure wall to exit the lift station.
  - b. Connecting to the two new force mains and providing buried valves outside the lift station, complete with valve cans for manual valve operation to switch between the two force mains.
  - c. Special consideration will be needed to meet required clearances to electrical equipment, adequate clearance between piping for maintenance and for penetrations through the lift station structure, as well as maintaining access within the structure.
- 3. Maintaining the existing discharge piping header, utilizing the existing pipe penetration through the dry well wall, and constructing a single discharge pipe out of the lift station before splitting into two force mains. This may involve the following:
  - a. Deep excavation and shoring to connect to the existing force main outside of the lift station structure. Special consideration will be necessary for the large excavation required, maintaining the structural integrity of the lift station structure, and providing support for existing utilities in the vicinity.
  - b. Constructing a below ground vault (6ft x 8ft) in the adjacent parking area to house a single meter and valving to switch between the two force mains.

The draft technical memorandum will be submitted to the District in PDF and Word (.doc) format so District staff may provide comments and suggest edits via "track changes". A virtual review meeting with the District to clarify comments is included in Task 1.3.

#### 2.6.2 Final Technical Memorandum

Stantec will provide a final technical memorandum incorporating the comments agreed upon by the District and Stantec from the draft report. The final report will be provided in PDF format and signed by a Professional Engineer registered in the State of California.

#### Task 2 Deliverables (Electronic to District PM):

- Draft CEQA Notice of Exemption (NOE) (PDF format)
- Final CEQA NOE (PDF format)
- Draft County Coastal Development Permit Exemption Application (PD and MS Word Formats)
- Final County Coastal Development Permit Exemption Application (submitted electronically via Santa Barbara County's online application portal)
- Draft County Road Encroachment Permit (PDF and MS Word Formats)
- Final County Road Encroachment Permit (submitted electronically via Santa Barbara County's online application portal)

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Reference: RFP: Channel Drive Sewer Force Main Improvements

- Draft UPRR Crossing Exhibit "A" (PDF format)
- Final UPRR Crossing Exhibit "A" (PDF format)
- Draft Project Description (MS Word format)
- Final Project Description (MS Word format)
- Utility record drawing information received from the utility companies will be included as part of the 50% design submittal (PDF format)- proposed revision
- Draft Geotechnical Report (PDF and MS Word formats) \*
- Final Geotechnical Report (PDF format) \*
- Draft Technical Memorandum (PDF and MS Word formats) \*
- Final Technical Memorandum (PDF and MS Word formats) \*

## Task 3 Contract Document Preparation

Stantec will prepare construction documents including plans, technical specifications, and an opinion of probable construction cost (OPCC) for the project. Plans will incorporate the new pipeline section alignments (plan and profile), connections to existing piping and manhole, flow meters vault, electrical service requirements for the new meters, UPRR crossing, and modifications to the existing wet well hatch. Table 1 below shows the anticipated drawings for the project. Technical specifications will be in the District format (CSI format). It is our understanding that the District will prepare the front-end contract documents, standard specifications, and special provisions parts 1-8. Stantec will develop an OPCC based on the project bid items and current bid construction prices.

**Table 1 Anticipated Drawings** 

Number	Drawing Number	Drawing Title
1	G01	Title Sheet and Sheet Index
2	G02	General Notes & Abbreviations
3	C01	Overall Site Plan
4	C02	Civil Plan and Profile
5	C03	Civil Plan and Profile
6	C04	Civil Site Plan and Sections
7	C05	Civil Details
8	C06	Civil Details
9	C07	Civil Details
10	M01	Piping Plan and Sections
11	M02	Piping Plan and Sections
12	M03	Piping Details
13	D01	Trenchless Plan and Profile
14	D02	Trenchless Details
15	D03	Trenchless Details
16	D04	Trenchless Details
17	S01	Structural General Notes and Standard Details
18	S02	Structural Plan, Section, and Details
19	TC01	Traffic Control Plan
20	TC02	Traffic Control Plan

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Reference: RFP: Channel Drive Sewer Force Main Improvements

Using the findings from the geotechnical investigation and the trenchless installation method selected as part of Task 2.6, the trenchless design plan and profile drawing and details will be prepared. The trenchless design calculations including the steel casing design and estimated settlement will be submitted as part of the 50% and 90% submittal packages. A Geotechnical Instrumentation and Monitoring Program to monitor for settlement at the railroad crossing will be provided as an Appendix in the specifications.

Stantec will prepare traffic control plans to be used for the County Road Encroachment Permit, the UPRR Crossing Permit, and for the Contractor to use as a basis for their traffic control plans.

Stantec will design and detail a new access hatch per the 2022 California Building Code in the existing wet well roof sized to meet the District's operational requirements. This design will evaluate the existing roof structure and include strengthening measures (e.g., concrete beams, strengthening, etc.) around the new opening as required. A new wet well roof may be required due to the size of the opening. Stantec will provide stamped structural calculations for this new access hatch in the existing wet well roof.

#### 3.1 Contract Documents Deliverable Preparation

At the 50% contract documents deliverable, the technical specifications title list will be submitted, not the draft documents. The 90% contract documents deliverable will include the full technical specifications documents for the District to review.

Stantec will prepare the following deliverable packages in PDF, MS Word, and MS Excel formats as appropriate:

- 50% Design Submittal: plans, technical specifications list, and OPCC. \*
- 90% Design Submittal: plans, technical specifications, OPCC, and calculations. \*
- Issued for Bid: signed and stamped plans, technical specifications, OPCC, and calculations. \*

#### 3.2 District Review Meetings

Stantec will participate with the District in the virtual review meetings of the project deliverables at the 50% and 90% levels as noted in Task 1.3. The review comments and responses agreed upon at the meetings will be incorporated into the next deliverable. It is assumed that two Stantec representatives will attend the two (2) hour review meetings.

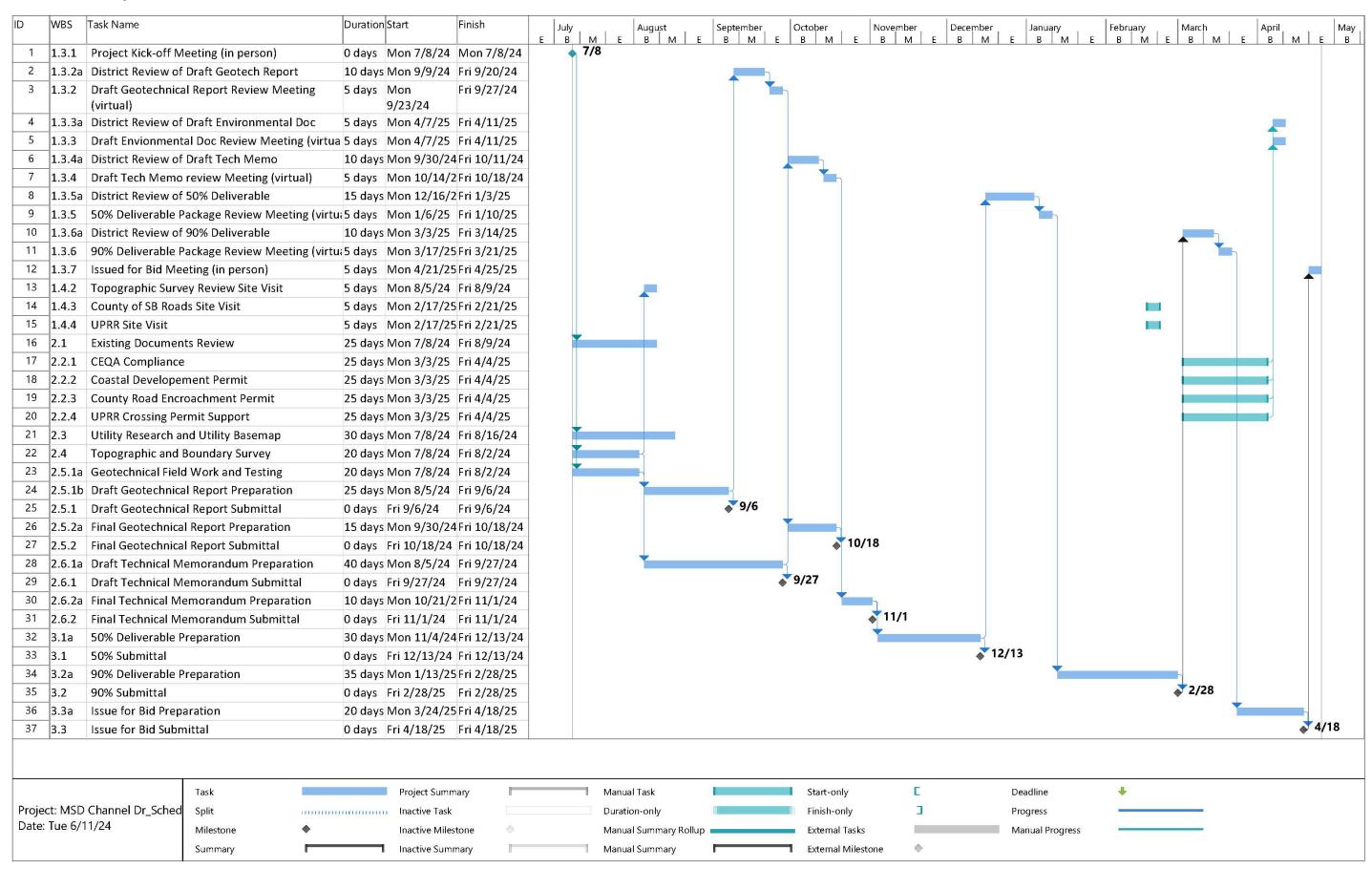
## 4. Estimated Schedule

The estimated project schedule by Task is shown in Table 2 to complete the Scope of Work (to be updated based on the notice to proceed date and as agreed to at the kick-off meeting). The milestones are marked with a diamond. This schedule assumes two weeks for the District to review each submittal, except for the 50% submittal review that was allocated three weeks since it falls over the winter holidays. The utility research, topographic and boundary survey, and the geotechnical field work are assumed to be started concurrently. The geotechnical engineer can provide the necessary parameters after the field work and prior to the completion of the draft geotechnical report so the draft technical memorandum can start at the same time.

## 5. Estimated Level of Effort

Table 3 shows the work effort in hours estimated to complete this project through design, by personnel, task, and billing level. The billing levels correspond to billing rates on the attached Stantec 2024 Rate Sheet. A billing rate sheet is also included for Earth Systems.

Table 2 Schedule by Task



#### Table 3 Level of Effort

iabie	3 Level of Elloft	9	1																				e e
Ų		Project Manager	QA/QC	Technical Lead	EIT/CAD Drafter	Trenchless Lead	Trenchless QA/QC	Trenchless Engineer	Structural Engineer	Structral Designer	Traffic Control QA/QC	Traffic Control Designer	Environmental/ Permitting	Environmental/ Permitting	Environmental/ Permitting	Survey Project Manager	Survey Lead	Survey Tech	PLS Party Chief	Chainman	Cost Estimator	Geotechncial Subconsultant- Earth Systems	
	Name	Poytress, Carrie	Aronow, Gabe	Zukowski, Jonny	Kasman, Gabrielle	Ruiz, Albert	Fradkin, Steve	McManus, Daniel	Soohoo, Lloyd	Pampara, Vijay	Rapp, Derek	Lammers, Dennis	Anshen, Lindsay	Gomez, Catrina	Jugo, Hanna	Vernon, Matthew	Wolf, Drew	Gower, Hayden	Fowler, Aaron	Everard, Jesse	Loucks, James		Hours
	Billing Level	Level 15	Level 18	Level 14	Level 10	Level 15	Level 17	Level 10	Level 16	Level 13	Level 17	Level 13	Level 15	Level 14	Level 09	Level 16	Level 13	Level 12	Level 14	Level 11	Level 16		
	Total Hours	156	58	234	212	82	19	124	48	60	6	14	14	30	48	8	18	16	20	20	72	122	1,379
-				-		95										Te	25	1	14		2		
Task	9 Rate (1993 ASSC 1999)	Units					S							40		- F	J:	Se					Hours
1	PM, QA/QC, Meetings, Site Visits																						227
1.1	Project Management	80	10			12																	102
1.2	QA/QC	16	48				6		4		2					4							80
1.3	Meetings	_											2				4						27
1.3.1	Project Kick-off Meeting (in person) Draft Geotechnical Report Review Meeting (virtual)	2		1		2																2	1 3
1.3.3	Draft Envionmental Doc Review Meeting (virtual)	2											2				<u> </u>						4
1.3.4	Draft Tech Memo review Meeting (virtual)	2		2													3						4
1.3.5	50% Deliverable Package Review Meeting (virtual)	2		2													f)						4
1.3.6	90% Deliverable Package Review Meeting (virtual)	2		2															÷				4
1.3.7	Issued for Bid Meeting (in person)	2																					2
1.4	Site Visits	_															P						18
1.4.1 1.4.2	Project Kick-Off Site visit Topographic Survey Review Site Visit	2		8									,				2						10
1.4.2	County of SB Roads Site Visit	1											2										3
1.4.4	UPRR Site Visit	1											2										3
	Review Existing Information and Preliminary	1001		Z-		<u> </u>	•					•					2	•					
2	Design																						473
2.1	Existing Documents Review	2		4	4		Г		4									Г	Ι				14
2.2	Environmental Document Prepartion and Permitting								30														110
2.2.1	CEQA Compliance												1	4	8								13
2.2.2	Coastal Developement Permit												2	8	8								18
2.2.3	County Road Encroachment Permit			_									2	8	24		3						34
2.2.4	UPRR Crossing Permit Support Utility Research and Utility Basemap	2		2		8	2	12			-		1	10	8		5		i.				45
2.3	Topographic and Boundary Survey	2		8	8	-										4	16	16	20	20			18 76
2.5	Geotechnical Investimation and Report															-	- 10	10	20	20			120
2.5.1	Draft Geotechnical Report																					80	80
2.5.2	Final Geotechnical Report																					40	40
2.6	Confirm Construction Method and Lift Station Discharge Piping Orientation																						135
2.6.1	Draft Technical Memorandum	8		16	40	8	1	10	4	8													95
2.6.2	Final Technical Memorandum	2		4	16	2		4	4	8		l					9						40
3	Contract Document Prepartion																						679
3.1	50% Submittal																						188
3.1.1	50% Drawings	5.07		16	50	16	į.	16	792	4		-4											106
3.1.2	50% Technical Specifications List	2		8	4	1			2		1										4.0		18
3.1.3 3.1.4	50% OPCC 50% Calculations			2	8	1 4	2	24	4	2							D				16		30
3.1.4	90% Submittal					4	2	24	4					-									334
3.2.1	90% Drawings			58	40	8		16		16		8					D.						146
3.2.2	90% Technical Specifications	16		48	8	6	3	12	12	8	2												115
3.2.3	90% OPCC	F8550		2	4	470.00	495	1	enditude o	2	-47P										40		49
3.2.4	90% Calculations					4	2	12	4	2													24
3.3	Issue for Bid Submittal			00								_											157
3.3.1 3.3.2	IFB Drawings IFB Technical Specifications	8		30 20	20	4	3	8	8	4	1	2							-				68
3.3.2	IFB OPCC	8		1	8 2	+	3	6	ő	2							6				16		62
3.3.4	IFB Calculations			3.5	-	2		1	2	-											10		5
		•		•	•	•					,			()			la constant de la con			•			• •

Reference: RFP: Channel Drive Sewer Force Main Improvements

#### **Conflicts** 6.

There are no known conflicts at this time which could affect Stantec's ability to perform the work in a timely fashion over the duration of the contract.

#### **Quality Assurance/ Quality Control** 7.

Our QA/QC program has been well-tested and has been successful over time because of our firm's diverse experience and expertise. Our QA/QC process involves proactive planning and implementation of appropriate procedural controls to provide and promote consistent delivery of high-quality services and work products. Stantec employs a technical expert review for every deliverable produced.

We internally perform intra-discipline QC meetings to avoid conflicts and address gaps and overlaps in designs. Then comments are addressed by the design team and responses are documented. This process allows us to review all content with an experienced engineer and with knowledge of the project, as well as our technical advisors who can look for issues that may not be apparent to those who have been involved in the day-to-day preparation of the deliverable. In addition to this two-step review, all project activities and deliverables are overseen and checked by the task leads for the project. This strategy not only provides thorough quality assurance for our deliverables but also provides consistency amongst analyses and deliverables. The same rigor is applied to our subconsultants work. The implementation of our QA/QC plan will result in a high-quality design and a successful project on time and within budget.

For this contract, Gabe Aronow will serve as our QA/QC lead and will develop a specific QA/QC plan for this project and auditing documentation to help ensure adherence to the QA/QC plan throughout the project. Gabe Aronow will sign off on each design deliverable to confirm that the QA/QC process is being followed and will be available to discuss results of the quality process directly with the District.

#### **Assumptions and Additional Comments** 8.

This proposal includes the following assumptions and additional comments:

- Stantec assumes that the Project would qualify for an exemption under CEQA and that a NOE will be required. This scope and cost do not include preparation of CEQA documentation (Initial Study/Mitigated Negative Declaration or Environmental Impact Report). If the District determines that this level of CEQA documentation is required, then a separate scope and fee can be provided.
- Stantec assumes that the Montecito Sanitary District will file the CEQA NOE to the Santa Barbara County Clerk and will be responsible for any filing fees.
- Any changes to the project description or delays in project schedule will likely require additional budget and will be communicated to the District in advance for authorization.
- Stantec assumes it will take up to three months to obtain environmental permitting. If the schedule is extended beyond three months, then additional scope and budget may be required.
- No in-person meetings, field-related study, or site visits are proposed as part of Task 2.2. If inperson meetings are needed, then additional scope and fee will be requested.
- Stantec assumes that one round of review by the District will be required for each draft deliverable under Task 2.2, that the District will provide one set of consolidated comments, and that the comments will require only minor revisions. If additional rounds or revisions or substantive comments are required, then additional scope and budget may be requested.
- Stantec assumes up to three staff hours will be required for coordination with the District and County for the County Road Encroachment Permit under Task 2.2. If additional time is needed, a Montecito Sahitary District

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- Stantec assumes approximately three staff hours will be required for coordination with the District
  and County for the County Coastal Development Permit Exemption under Task 2.2. If additional
  time is needed, a separate scope of work and cost estimate may be necessary.
- Stantec assumes approximately eight staff hours for coordination with the District for the UPRR
  Crossing Permit under Task 2.2. If additional time is needed, a separate scope of work and cost
  estimate may be necessary.

#### Services Not Included

The following services and all other services not specifically listed herein are excluded:

- 1. Governmental and public agency fees.
- 2. Sub-surface utility detection or potholing services.
- 3. Preparation of grant Deeds or Document Recording.
- 4. Additional exhibits or documents not specifically outlined herein.
- 5. Boundary determinations, new or additional boundary monuments.
- 6. Revisions to work completed or underway due to a change in information or instruction provided to Stantec by the District. A request for authorization of additional services would be provided for District approval prior to any additional work.
- 7. Construction staking services.
- 8. Bid support or engineering support during construction. It is assumed that these services will be negotiated upon design completion.
- 9. Construction management services (change order, pay applications, dispute management and cost control).
- 10. Storm Water Pollution Prevention Plan (SWPPP). This will be the responsibility of the contractor.
- 11. Record drawings. We would be happy to submit a proposal for these services after the project has been constructed.
- 12. Permit fees.
- 13. Hard copy reproductions.
- 14. Services not listed herein.

## 9. Contract Requirements

Stantec has reviewed the revised Professional Services Agreement (PSA) provided by the District. Stantec has accepted the revised terms of the Agreement.

Regards,

**Stantec Consulting Services Inc.** 

Carrie Poytress P.E.

Senior Technical Leader/ Project Manager

Phone: 805-308-9158 carrie.poytress@stantec.com

Gabe Aronow P.E.

Principal

Phone: 530-264-0695 gabe.aronow@stantec.com

#### **SCHEDULE OF BILLING RATES - 2024**



Billing Level	Hourly Rate	Description		
_		Junior Level position		
3	\$128	<ul><li>Independently carries out assig techniques</li></ul>	nments of limited scope using standard	d procedures, methods, and
4	\$135	<ul> <li>Assists senior staff in carrying out</li> </ul>		
5	\$152		r feasibility and soundness of judgment post-secondary program or equivalen experience	
		Fully Qualified Professional Posit		
6	\$158		ng general familiarity within a broad fiel mbination of standard methods and tea	
7	\$172		g to ensure the achievement of objecti	
8	\$179		et information and resolve difficulties	tials or on invalors
		<ul><li>Graduate from an appropriate</li><li>Generally, three to six years' ex</li></ul>	post-secondary program, with creden perience	lias or equivalent
0	¢107	First Level Supervisor or first com		
9	\$187		nowledge and initiative in planning and as necessary to address unusual issues	d coordinating work program
10	\$196	<ul> <li>Decisions accepted as technic</li> </ul>	ally accurate, however may on occasi	on be reviewed for soundnes
11	\$210	of judgment  Graduate from an appropriate	post-secondary program, with creden	tials or equivalent
		Generally, five to nine years' ex		mais or equivalent
			ofessional or Supervisor of groups of	
12	\$222		dge to deliver innovative solutions in re ange planning to ensure the achievem	
13	\$231	<ul> <li>Makes responsible decisions or</li> </ul>	all matters, including policy recommer	
14	\$250	financial controls associated w  Reviews and evaluates technic		
			post-secondary program, with creden experience with extensive, broad expe	
		Senior Level Consultant or Mana	gement	
			a specific field with qualifications of sigredge to deliver innovative solutions in re	
15	\$263		rams and problems for investigation	патеа пета от ехрептье
16	\$280		sure the achievement of program and expenditures, including large sums or i	
17	\$289	programs and/or projects	experianties, including large soms of i	mpiemenialion of major
			post-secondary program, with credent ears' experience with extensive experie	
		Senior Level Management unde	r review by Vice President or highe	r
18	\$290		a specific field with qualifications of sign	
19	\$300		nning within a specific area of practice reaching and limited only by objectives	
		organization		·
20	\$311		ng significant human resources or capit post-secondary program, with creden	
21	\$330		ence with extensive professional and m	
		Crew Size	Regular Rate	Overtime Rate
Survey	Crews	1-Person	\$240	\$295
		2-Person	\$365	\$475 \$475
		3-Person	\$490	\$655

Expert Witness Services carry a 50% premium on labor. Overtime may be charged at 1.5 times the standard billing rate. All labor rates will be subject to annual increase.

T-3 2024 CA

#### **FEE SCHEDULE**

(Effective January 1, 2024)

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

PERSONNEL	<b>Hourly Rate</b>
Principal Professional	\$230.00
Associate Professional	\$215.00
Senior Professional	\$200.00
Project Professional	\$175.00
Staff Professional	\$150.00
Special Inspector, Prevailing Wage*	\$160.00
Technician, Prevailing Wage*	\$150.00
Special Services/Caltrans Technician	\$150.00
Technical Assistant	\$125.00
Special Services Technician	\$150.00
Special Inspector	\$115.00
Technician	\$105.00
Clerical/Administrative	\$90.00

<sup>\*</sup> Technician/Inspector Classifications as defined by the State of California Department of Industrial Relations.

#### **BASIS OF CHARGES, GENERAL**

- 1. Field services for regular work days for non- Prevailing Wage projects are subject to a 2-hour minimum charge.
- 2. Work performed on Saturdays, night work, and for premium hours (before 7 a.m., after 5 p.m. or more than 8 hours in one day) for personnel are at time and one-half. Work performed on Sundays and holidays, or when time exceeds 12 hours in one day, is at double time. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge.
- 3. Charges are calculated in one-hour increments and accumulate on a portal-to-portal basis.
- 4. A 2-hour cancellation charge applies if scheduled inspection or testing is cancelled after 3 p.m. the day prior to the scheduled work.
- 5. Mileage is invoiced at a rate of \$0.85/mile (portal-to-portal).
- 6. Nuclear density gauge charge: \$10.00/test.
- 7. Weekly special inspection report charged at staff engineer hourly rate.
- 8. Subcontracted services, materials, rental equipment, out of town travel, and expenses are charged at cost plus 20%. Fixed per diem rates for specific projects can be provided upon request.
- 9. Report copies: \$30.00 each (minimum). Posting of electronic documents to project websites will be charged at clerical/administrative services rate.
- 10. Invoices are payable upon presentation. Invoices thirty days past due are subject to a service charge of one and one-half percent per month. Payments using a credit card will be assigned a 3% surcharge.
- 11. Rates are effective through December 31, 2024.

#### **PREVAILING WAGE PROJECTS**

- 1. Field services for regular work days for Prevailing Wage projects are subject to a 4-hour minimum charge, and after 4 hours will be billed in 1-hour increments.
- 2. The prevailing wage (PW) rates presented herein are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, rates are subject to adjustment. Also, please note requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
- 3. Electronic submittal of Certified Payroll to DIR for prevailing wage projects will be assessed a fee of \$90.00/week. Additional time required to address specific requests related to DIR/Labor Compliance will be charged at the Mentest/administrationies revice rates. Regular Board Meeting June 19, 2024

JANUARY 1, 2029 et 32 me 53 le 1 CC-2401-001. FEE

#### **FEE SCHEDULE - MATERIALS TESTING**

(Effective January 1, 2024)

#### **BASIS OF CHARGES**

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge (technician rate) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

#### **SOILS**

All prices are based on California and Modified California sample sizes (2'' - 2.5'' diameter) unless noted otherwise. Preparation of 3" diameter samples add \$20.00. Testing of contaminated soil will be per quote. Contaminated samples will be returned to sender for proper disposal.

Atterberg Limits: Liquid Limit or Plastic Limit	\$115.00
Atterberg Limits: Plasticity Index	
California Bearing Ratio, 3 Points; Incl. Ref Maximum Density	\$650.00
California Bearing Ratio, 9 Points; Incl. Ref Maximum Density	\$975.00
Consolidation, One Dimensional	\$225.00
Consolidation, Timed, Per Point	\$100.00
Corrosivity Tests	Per Quote
Direct Shear, 3 Points Minimum\$315.00	
Expansion Index Test	\$205.00
Maximum Density and Optimum Moisture: 4" Mold	\$325.00
Maximum Density and Optimum Moisture: 6" Mold	\$325.00
Maximum Density and Optimum Moisture: California Impact	\$330.00
Moisture and Unit Weight Determination, from Ring Samples	\$45.00
Moisture Only	\$40.00
Permeability Tests, Constant Head or Falling Head	Per Quote
R-Value	\$325.00
R-Value, CA State Highway/Set of 3, Cement, Lime, Other Additives	\$375.00
Hydro Collapse Potential	
Sieve/Hydrometer Analysis, Assumed Specific Gravity, with 200 Wash	\$250.00
Sieve Analysis, Aggregate Base/Subbase	\$155.00
Sieve Analysis 200 Wash Only	\$135.00
Sieve Analysis with Wash	\$150.00
Sieve Analysis, Oversize Material	\$215.00
Specific Gravity	\$150.00
Swell Test, Undisturbed	\$205.00
Swell Test, Remolded	\$230.00
Unconfined Compressive Strength, Untreated	\$150.00
Unconfined Compressive Strength, Lime or Cement Treated Material	\$190.00
THERMAL RESISTIVITY TESTS	
Concrete, 1 Point with Moisture Content (Requires Special Collection Process)	Per Quote
Field Testing using Thermal Resistivity Meter	
Soil, Per Moisture Point, Per Sample	
Soil, 3 Moisture Points with Dry-Out Curve, Per Sample	
CONCRETE AGGREGATE	
Abrasion, L.A. Rattler, 100 and 500 revolutions, ASTM C131 (Small Size Aggregate)	\$300.00
Abrasion, L.A. Rattler, 100 and 500 Revolutions, ASTM C535 (Large Size Aggregate)	
Absorption, Coarse Aggregate	
Absorption, Fine Aggregate	
Clay Lumps and Friable Particles in Aggregate	
Cleanness Value of Coarse Aggregate	
Crushed Particles, Each Size	
Durability Index, Coarse or Fine Aggregate	
Montecito Sanitary District	γ200.00
Regular Board Meeting June 19, 2024	

JANUARY 1, 2029 FEETS CHED 3 LET

#### **FEE SCHEDULE - MATERIALS TESTING - Continued**

(Effective January 1, 2024)

CONCRETE AGGREGATE-Continued	
Flat and Elongated Particles in Aggregate	\$125.00
Organic Impurities in Fine Aggregate	
Potential Reactivity of Aggregate by Chemical Method, Each Size	
Sand Equivalent	\$170.00
Sieve Analysis, Washed	
Soundness, Sodium Sulfate, 5 Cycles	\$450.00
Specific Gravity, Coarse Aggregate	\$150.00
Specific Gravity, Fine Aggregate	\$150.00
Uncompacted Void Content of Fine Aggregate, with Fine Aggregate Angularity	\$285.00
Unit Weight of Aggregate	\$150.00
CONCRETE CYLINDERS, BEAMS AND CORES	
Compression Test/Storage of Cast Cylinders (4x8)	\$45.00
Compression Test/Storage of Cast Cylinders (6x12)	
Compression Test of Cored Samples, Cored at Laboratory	
Compression Test of Cores Delivered by Others	
Compression Test of Lightweight Concrete	•
Density of Concrete Cylinders	•
Density of Hardened Concrete	
Flexural Strength, Simple Beam with Third Point Loading	
Grading of Shotcrete Cores	
Sample Storage, Monthly Per Sample	
Shrinkage, Set of 3	
Unit Weight of Lightweight Concrete	\$130.00
Enviro Recycle Fee/Form Stripping, Per Shotcrete Panel/Beam	\$65.00
MASONRY	
Absorption of Block, Set of 3	
Absorption of Block, Set of 3	\$40.00
Absorption of Block, Set of 3  Compression Test, 2" x 4" Mortar Cylinders	\$40.00 \$45.00
Absorption of Block, Set of 3  Compression Test, 2" x 4" Mortar Cylinders  Compression Test, 3" x 3" x 6" Grout Samples  Compression Test on Block, Set of 3  Compression Test on Grouted Prisms, Includes Cutting	\$40.00 \$45.00 \$165.00
Absorption of Block, Set of 3	\$40.00 \$45.00 \$165.00
Absorption of Block, Set of 3	\$40.00 \$45.00 \$165.00 \$165.00 \$85.00 \$20%
Absorption of Block, Set of 3  Compression Test, 2" x 4" Mortar Cylinders  Compression Test, 3" x 3" x 6" Grout Samples  Compression Test on Block, Set of 3  Compression Test on Grouted Prisms, Includes Cutting  Compression Test on Masonry Cores  Coring of Grouted Masonry by Subcontractor  Masonry Shrinkage, Set of 3	\$40.00 \$45.00 \$165.00 \$165.00 \$85.00 \$245.00
Absorption of Block, Set of 3  Compression Test, 2" x 4" Mortar Cylinders  Compression Test, 3" x 3" x 6" Grout Samples  Compression Test on Block, Set of 3  Compression Test on Grouted Prisms, Includes Cutting  Compression Test on Masonry Cores  Coring of Grouted Masonry by Subcontractor  Masonry Shrinkage, Set of 3  Moisture Content of Block as Received, Set of 3	\$40.00 \$45.00 \$165.00 \$165.00 \$85.00 \$245.00 \$105.00
Absorption of Block, Set of 3  Compression Test, 2" x 4" Mortar Cylinders  Compression Test, 3" x 3" x 6" Grout Samples  Compression Test on Block, Set of 3  Compression Test on Grouted Prisms, Includes Cutting  Compression Test on Masonry Cores  Coring of Grouted Masonry by Subcontractor  Masonry Shrinkage, Set of 3  Moisture Content of Block as Received, Set of 3.  Shear Test on Masonry Cores, 2 faces	\$40.00 \$45.00 \$165.00 \$165.00 \$85.00 \$245.00 \$105.00 \$150.00
Absorption of Block, Set of 3  Compression Test, 2" x 4" Mortar Cylinders  Compression Test, 3" x 3" x 6" Grout Samples  Compression Test on Block, Set of 3  Compression Test on Grouted Prisms, Includes Cutting  Compression Test on Masonry Cores  Coring of Grouted Masonry by Subcontractor  Masonry Shrinkage, Set of 3  Moisture Content of Block as Received, Set of 3	\$40.00 \$45.00 \$165.00 \$165.00 \$85.00 \$245.00 \$105.00 \$150.00
Absorption of Block, Set of 3  Compression Test, 2" x 4" Mortar Cylinders  Compression Test, 3" x 3" x 6" Grout Samples  Compression Test on Block, Set of 3  Compression Test on Grouted Prisms, Includes Cutting  Compression Test on Masonry Cores  Coring of Grouted Masonry by Subcontractor  Masonry Shrinkage, Set of 3  Moisture Content of Block as Received, Set of 3.  Shear Test on Masonry Cores, 2 faces	\$40.00 \$45.00 \$165.00 \$165.00 \$85.00 \$245.00 \$105.00 \$150.00
Absorption of Block, Set of 3  Compression Test, 2" x 4" Mortar Cylinders  Compression Test, 3" x 3" x 6" Grout Samples  Compression Test on Block, Set of 3  Compression Test on Grouted Prisms, Includes Cutting  Compression Test on Masonry Cores  Coring of Grouted Masonry by Subcontractor  Masonry Shrinkage, Set of 3  Moisture Content of Block as Received, Set of 3  Shear Test on Masonry Cores, 2 faces  Specific Gravity and Unit Weight of Block, Set of 3	\$40.00 \$45.00 \$165.00 \$165.00 \$85.00 \$245.00 \$105.00 \$170.00
Absorption of Block, Set of 3  Compression Test, 2" x 4" Mortar Cylinders  Compression Test, 3" x 3" x 6" Grout Samples  Compression Test on Block, Set of 3  Compression Test on Grouted Prisms, Includes Cutting  Compression Test on Masonry Cores  Coring of Grouted Masonry by Subcontractor  Masonry Shrinkage, Set of 3  Moisture Content of Block as Received, Set of 3  Shear Test on Masonry Cores, 2 faces  Specific Gravity and Unit Weight of Block, Set of 3  FIREPROOFING	\$40.00 \$45.00 \$165.00 \$165.00 \$85.00 \$245.00 \$105.00 \$170.00 Per Quote
Absorption of Block, Set of 3  Compression Test, 2" x 4" Mortar Cylinders  Compression Test, 3" x 3" x 6" Grout Samples  Compression Test on Block, Set of 3  Compression Test on Grouted Prisms, Includes Cutting  Compression Test on Masonry Cores  Coring of Grouted Masonry by Subcontractor  Masonry Shrinkage, Set of 3  Moisture Content of Block as Received, Set of 3  Shear Test on Masonry Cores, 2 faces  Specific Gravity and Unit Weight of Block, Set of 3  FIREPROOFING  Fireproof Bond Test  Fireproofing Density Test	\$40.00 \$45.00 \$165.00 \$165.00 \$85.00 \$245.00 \$105.00 \$170.00 Per Quote
Absorption of Block, Set of 3 Compression Test, 2" x 4" Mortar Cylinders Compression Test, 3" x 3" x 6" Grout Samples Compression Test on Block, Set of 3 Compression Test on Grouted Prisms, Includes Cutting Compression Test on Masonry Cores Coring of Grouted Masonry by Subcontractor Masonry Shrinkage, Set of 3 Moisture Content of Block as Received, Set of 3 Shear Test on Masonry Cores, 2 faces Specific Gravity and Unit Weight of Block, Set of 3  FIREPROOFING Fireproof Bond Test Fireproofing Density Test  ASPHALT CONCRETE	\$40.00 \$45.00 \$165.00 \$165.00 \$85.00 \$245.00 \$245.00 \$105.00 \$170.00  Per Quote \$80.00
Absorption of Block, Set of 3	\$40.00 \$45.00 \$165.00 \$165.00 \$85.00 \$245.00 \$245.00 \$105.00 \$170.00  Per Quote \$80.00
Absorption of Block, Set of 3  Compression Test, 2" x 4" Mortar Cylinders  Compression Test, 3" x 3" x 6" Grout Samples  Compression Test on Block, Set of 3  Compression Test on Grouted Prisms, Includes Cutting  Compression Test on Masonry Cores  Coring of Grouted Masonry by Subcontractor  Masonry Shrinkage, Set of 3  Moisture Content of Block as Received, Set of 3  Shear Test on Masonry Cores, 2 faces  Specific Gravity and Unit Weight of Block, Set of 3  FIREPROOFING  Fireproof Bond Test  Fireproofing Density Test  ASPHALT CONCRETE  Bulk Specific Gravity of Compacted Specimens and Core Samples  Compaction of Lab Samples, CA Kneading Compactor, Set of 3	\$40.00 \$45.00 \$165.00 \$165.00 \$85.00 \$245.00 \$105.00 \$170.00  Per Quote \$80.00 \$240.00
Absorption of Block, Set of 3  Compression Test, 2" x 4" Mortar Cylinders  Compression Test, 3" x 3" x 6" Grout Samples  Compression Test on Block, Set of 3  Compression Test on Grouted Prisms, Includes Cutting  Compression Test on Masonry Cores  Coring of Grouted Masonry by Subcontractor  Masonry Shrinkage, Set of 3  Moisture Content of Block as Received, Set of 3  Shear Test on Masonry Cores, 2 faces  Specific Gravity and Unit Weight of Block, Set of 3  FIREPROOFING  Fireproof Bond Test  Fireproofing Density Test  ASPHALT CONCRETE  Bulk Specific Gravity of Compacted Specimens and Core Samples.  Compaction of Lab Samples, CA Kneading Compactor, Set of 3  Compaction of Lab Samples, CA Kneading Compactor, Set of 5	\$40.00 \$45.00 \$165.00 \$165.00 \$85.00 \$245.00 \$105.00 \$170.00  Per Quote \$80.00 \$400.00
Absorption of Block, Set of 3  Compression Test, 2" x 4" Mortar Cylinders  Compression Test, 3" x 3" x 6" Grout Samples  Compression Test on Block, Set of 3  Compression Test on Grouted Prisms, Includes Cutting  Compression Test on Masonry Cores  Coring of Grouted Masonry by Subcontractor  Masonry Shrinkage, Set of 3  Moisture Content of Block as Received, Set of 3  Shear Test on Masonry Cores, 2 faces  Specific Gravity and Unit Weight of Block, Set of 3.  FIREPROOFING  Fireproof Bond Test  Fireproofing Density Test  ASPHALT CONCRETE  Bulk Specific Gravity of Compacted Specimens and Core Samples  Compaction of Lab Samples, CA Kneading Compactor, Set of 3  Compaction of Lab Samples, Marshall Method Set of 3 — (50 blows/side)	\$40.00 \$45.00 \$165.00 \$165.00 \$85.00 \$245.00 \$105.00 \$170.00  Per Quote \$80.00 \$240.00 \$400.00 \$245.00
Absorption of Block, Set of 3  Compression Test, 2" x 4" Mortar Cylinders  Compression Test, 3" x 3" x 6" Grout Samples  Compression Test on Block, Set of 3  Compression Test on Grouted Prisms, Includes Cutting  Compression Test on Masonry Cores  Coring of Grouted Masonry by Subcontractor  Masonry Shrinkage, Set of 3  Moisture Content of Block as Received, Set of 3  Shear Test on Masonry Cores, 2 faces  Specific Gravity and Unit Weight of Block, Set of 3  FIREPROOFING  Fireproof Bond Test  Fireproofing Density Test  ASPHALT CONCRETE  Bulk Specific Gravity of Compacted Specimens and Core Samples.  Compaction of Lab Samples, CA Kneading Compactor, Set of 3  Compaction of Lab Samples, CA Kneading Compactor, Set of 5	\$40.00 \$45.00 \$165.00 \$165.00 \$85.00 \$245.00 \$105.00 \$170.00  Per Quote \$80.00 \$240.00 \$240.00 \$245.00 \$245.00
Absorption of Block, Set of 3  Compression Test, 2" x 4" Mortar Cylinders  Compression Test, 3" x 3" x 6" Grout Samples  Compression Test on Block, Set of 3  Compression Test on Grouted Prisms, Includes Cutting  Compression Test on Masonry Cores  Coring of Grouted Masonry by Subcontractor  Masonry Shrinkage, Set of 3  Moisture Content of Block as Received, Set of 3  Shear Test on Masonry Cores, 2 faces  Specific Gravity and Unit Weight of Block, Set of 3  FIREPROOFING  Fireproof Bond Test  Fireproofing Density Test  ASPHALT CONCRETE  Bulk Specific Gravity of Compacted Specimens and Core Samples  Compaction of Lab Samples, CA Kneading Compactor, Set of 3  Compaction of Lab Samples, CA Kneading Compactor, Set of 5  Compaction of Lab Samples, Marshall Method Set of 3 – (50 blows/side)  Compaction of Lab Samples, Marshall Method Set of 3 – (75 blows/side)	\$40.00 \$45.00 \$165.00 \$165.00 \$85.00 \$245.00 \$105.00 \$170.00 \$170.00  Per Quote \$80.00 \$240.00 \$240.00 \$245.00 \$245.00 \$245.00 \$260.00 Per Quote
Absorption of Block, Set of 3  Compression Test, 2" x 4" Mortar Cylinders  Compression Test, 3" x 3" x 6" Grout Samples  Compression Test on Block, Set of 3  Compression Test on Block, Set of 3  Compression Test on Masonry Cores  Coring of Grouted Masonry by Subcontractor  Masonry Shrinkage, Set of 3  Moisture Content of Block as Received, Set of 3  Shear Test on Masonry Cores, 2 faces  Specific Gravity and Unit Weight of Block, Set of 3  FIREPROOFING  Fireproof Bond Test  Fireproofing Density Test  ASPHALT CONCRETE  Bulk Specific Gravity of Compacted Specimens and Core Samples  Compaction of Lab Samples, CA Kneading Compactor, Set of 3  Compaction of Lab Samples, CA Kneading Compactor, Set of 5  Compaction of Lab Samples, Marshall Method Set of 3 — (50 blows/side)  Compaction of Cab Samples, Marshall Method Set of 3 — (75 blows/side)  Extraction of Oil from A.C. Mixtures	\$40.00 \$45.00 \$165.00 \$165.00 \$85.00 \$245.00 \$105.00 \$170.00  Per Quote \$80.00 \$240.00 \$245.00 \$245.00 Per Quote \$245.00 \$240.00 \$240.00 \$240.00 \$240.00 \$245.00 Per Quote Per Quote

2049 Preisker Lane, Suite E | Santa Maria, CA 93454 | (805) 928-2991 | www.earthsystems.com <u>FEE SCHEDULE - MATERIALS TESTING - Continued</u>

(Effective January 1, 2024)

ASPHALT CONCRETE-Continued	
Hamburg Wheel Tracker Test, Per Set of Field Mixed Asphalt	\$890.00
Ignition Oven Binder Content, After Initial Correction Value is Determined	
Ignition Oven Binder Content Correction Value Per Mix Design, Average of 3	
Ignition Oven Gradation Correction Value, Per Mix Design	Per Quote
Moisture Content	\$50.00
Sieve Analysis of Extracted Aggregate	\$285.00
Sieve Analysis of Ignition Oven Residue	\$270.00
Specific Gravity, Theoretical Maximum, Rice Method	\$170.00
Stability and Flow, Marshall Apparatus, Set of 3	\$240.00
Stabilometer, Hveem S-Value, Set of 3	\$350.00
REINFORCING AND STRUCTURAL STEEL	
Bend Test of Welded Specimen, Sample Preparation Not Included	
Pipe Flattening Test, Sample Preparation Not Included	
Reinforcing Steel Coupler Tensile and Slip Tests	
Structural Steel Bend Test, Sample Preparation Not Included	
Structural Steel Machining/Sample Preparation	
Structural Steel Tensile Test, Sample Prep Not Included	
Tensile and Bend Tests of Reinforcing Bar, #2 through #9	
Tensile and Bend Tests of Reinforcing Bar, #10 through #18	Per Quote
BOLT TESTS	
Bolt Tests, Chemical or Mechanical	cost + 20%
WELDER QUALIFICATION	
AWS D1.1: 3/8" Plate, Per Position	Per Quote
AWS D1.1: 1" Plate, Per Position	
AWS D1.3: Sheet Steel	
AWS D1.4: Reinforcing Bar	
ASME/API Pipe Sections	
EQUIPMENT/CHARGES (Does Not Include Personnel)	
110-Volt Portable Electric Generator	\$120.00/day
Anchor Pull Test Equipment	
Bailer (Disposable) with Dedicated Rope	
Concrete and Asphalt Concrete Coring Equipment	
Concrete Slab Moisture Transmission Kit	
Conductivity Meter	
Cut-Off Saw	
DIR Compliance/eCPR, Per Week	
Double Ring Infiltrometer (Per Set)	
Drum Dolly	· ·
Drums	
DSA Box Posting, Per Week	
Dynamometer, In-line Scale	
Hammer Drill	
Hand Auger/Sampler Equipment	
LOCK N' LOAD® VOC Sample Preservation System	
Magnetic Particle Equipment	
Manometer	-
Mini-Troll Groundwater Level Transducer	
Mobile Laboratory	

#### **FEE SCHEDULE - MATERIALS TESTING - Continued**

(Effective January 1, 2024)

#### **EQUIPMENT/CHARGES (**Does Not Include Personnel)-Continued

Egon WEITI CHARGES (Boes Not merade resonner, com	aca
Nuclear Density Equipment, Per Test	\$10.00/ea.
Paint Thickness/Hardness Meter	\$140.00/day
Per Diem	Per Quote
Percolation Tank System and Trailer	\$260.00/day
Personal Protective Equipment Level C	Per Quote
Photo-Ionization Detector (PID)	\$100.00/day
Pulse Velocity Meter	Per Quote
Rebound Hammer (Schmidt Hammer)	\$80.00/day
Reinforcing Steel Image (GPR)	\$50.00/image
Reinforcing Steel Locating Equipment (DR-Meter)	\$200.00/day
	\$400.00/day
Safety and Specialty Equipment	Per Quote
Sampling Consumables	Per Quote
Skidmore Bolting Calibration Equipment	\$250.00/day
·	\$35.00/day
	\$10.00/ea.
	\$25.00/ea.
·	\$125/well/day
•	\$200.00/day
• •	\$200.00/day
	\$200.00/day
	\$0.85/mile
	\$55.00/day
Water quality multi-parameter probe	\$100.00/day
Winsor Probe. Set of 3	\$110.00/day

(Effective January 1, 2024)

#### **DRILLING AND SAMPLING CAPABILITIES**

- Geotechnical borings to depths of 75 feet.
- Borings for hazardous materials studies.
- Monitoring well and piezometer installation.
- Drill crews experienced in hazardous materials drilling and sample acquisition.
- Drill crews trained in 40-hour Health and Safety course (HAZWOPER).
- Steam cleaners, grout mixers, and other auxiliary equipment available.
- Standard Penetration Sampler (2" o.d. split spoon).
- Modified California Sampler (lengths: 18", 24", 3" o.d.; 2.5" i.d. rings); resin fiber, brass, or stainless steel rings available.
- Shelby Tubes (3" i.d.).

#### **DRILLING RATES (NON-PREVAILING WAGE)**

#### **DRILLING EQUIPMENT/PERSONNEL**

Gtech GT-8 with driller and helper	\$325.00/hr.
Simco EP200 direct-push rig with driller and helper	
Additional drill helper	
Driller/Rig preparation	
Staff Professional	

#### **AUXILIARY EQUIPMENT/MISCELLANEOUS**

Support truck	\$200.00/day + \$0.85/mile
Drill support trailer	\$130.00/day
Generator	\$120.00/day
Per diem	Per Quote
Traffic control equipment (signs, cones)	Per Quote

#### **DRILLING RATES (PREVAILING WAGE)**

Gtech GT-8 with driller and helper	\$395.00/hr.
Simco EP200 direct-push rig	\$370.00/hr.
Additional drill helper	\$150.00/hr.

Hourly rates for prevailing wage projects are subject to adjustment based upon changes in general prevailing wage determinations or their application by the Department of Industrial Relations (DIR). Rates are effective through December 31, 2024.

#### **BASIS OF CHARGES**

- Minimum drill time is 4 hours. Drill crew overtime (hours more than 8 hours a day) and Saturday work are 1.5 times the hourly rate. Sunday work is two times the hourly rate. Holiday work is per quote.
- 2. Rates for 3-man crew available on request.
- 3. Assembly and demobilization of materials are charged at the drill helper hourly rate.
- 4. Subcontractors are charged on a cost plus 20% basis.
- 5. Materials are charged on a cost plus 20% basis.
- Drilling in material that causes more than normal wear to the equipment may be subject to additional charges. The client will be notified prior to drilling in such material.
- 7. Earth Systems Pacific's drillers and drill crews have been trained in the 40-hour course developed by the EPA and will satisfy the Federal OSHA requirements (29-CFR 1910-120) for personnel working on sites containing hazardous materials.
- Drilling jobs must be confirmed a minimum of 48 hours prior to the start of work. Jobs cancelled less than 48 hours prior to the start of work will be subject to the 4-hour minimum charge, plus any charges for material acquisition, rig preparation, etc., that have been incurred.
- The client is responsible for the accurate location of all subterranean structures and utilities, and agrees to waive any claim against Earth Systems Pacific for damage done to subterranean structures and utilities not identified or accurately located. The client also agrees to obtain free access to the site for all equipment and personnel Montecito Sanitary District Regular Board Meeting June 19, 2024

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#### **EXPERT WITNESS SERVICES**

(Effective January 1, 2024)

The following rates apply to deposition testimony, arbitration testimony, hearings and court appearances.

#### **HOURLY CHARGES FOR PERSONNEL**

Principal Professional	\$500.00
Associate Professional	\$425.00
Senior Professional	\$375.00
Project Professional	\$300.00
Staff Professional	\$250.00
Clerical/Admin Services	\$150.00

#### **SPECIAL SERVICES**

Deposition	\$500.00/hr.
Arbitration	\$500.00/hr.
Court Appearance/Hearings	\$2,000.00/half day
Standby to Appear	\$2,000.00/day

#### **BASIS OF CHARGES**

- 1. Hourly rates are charged during investigation, analysis, consultation, and preparation services.
- 2. Estimated deposition fee payable in advance by party requesting deposition. The difference between advance payment and final fee to be billed or refunded in accordance with the fee and billing information in this schedule. Fee for reviewing deposition transcript will be billed at hourly rates to the party requesting the review.
- 3. Minimum half day charge will apply to court appearances and hearings. Time extending through the noon hour will be subject to the full day charge of \$4,000.00.
- 4. Days, or portions thereof, reserved for appearances at hearings, court, or arbitrations, during which we are not required to be away from our offices will be subject to a standby charge of \$750.00. Standby at other locations will be charged at the general hourly rates.

# MONTECITO SANITARY DISTRICT STAFF REPORT – 3P

**DATE:** June 19, 2024

**TO:** Board of Directors

**FROM:** John Weigold, General Manager

Bryce Swetek, Engineering Manager

**SUBJECT:** 2025 Sewer Main Lining Project

#### **RECOMMENDATION:**

It is recommended that the Board consider:

- 1. Authorizing the General Manager to negotiate a contract with Water Systems Consulting to prepare engineering design documents for the 2025 Sewer Main Cured in Place Pipe (CIPP) Lining project; and
- 2. Authorizing the General Manager to approve expenditures of up to ten percent (10%) of the negotiated amount as a change order allowance for any necessary changes in scope of work.

#### **DISCUSSION:**

**Background** – Staff issued a Request for Proposal (RFP) seeking professional consultants to prepare construction ready plans, specifications, and cost estimate for the 2025 Sewer Main CIPP Lining project. The project will include CIPP lining of approximately 5,970 LF of 21-inch vitrified clay pipe (VCP), approximately 332 LF of 8-inch VCP, as well as the lining of 28 manholes. The project plans will detail the limits of the work, access structures, right of way and easement limits, access constraints, and permit requirements.

The District, with assistance from Phoenix Civil Engineering, will lead the permitting efforts for the project, including encroachment permits from the County, Caltrans, and UPRR. The District will also coordinate gaining access to easements.

The proposals focus on design services only. Bid and construction phase services will be a separate contract.

**Request for Proposal Process and Results** – In May of 2024, District Staff began reaching out to consulting firms, MKN Associates (MKN), MNS Engineers (MNS), and Water Systems Consulting (WSC). These firms were specifically pursued due to their expertise in pipeline rehabilitation as well as having local experience. Staff issued an RFP on May 14, 2024 with an amendment on May 23, 2024 (Attachment 1). Staff received proposals from MKN, MNS, and WSC on June 11, 2024.

District Staff and Phoenix Civil Engineering reviewed the proposals and filled out an Evaluation Form per consulting firm. The purpose of the evaluation is to review the firms' qualifications, approach to the project, schedule, references, and level of effort. Each criterion was scored from 1-10 with 1 showing poorly and 10 showing excellence. The table below represents a summary of the evaluation as well as the anticipated fee and responsiveness from each firm:

Consulting Firm	Qualifications	Approach	Schedule	References	Level of Effort	Approximate Proposal Amount	Proposal Status
MKN	6	6.8	6.7	7	6.5	\$75,000	Non Responsive
MNS	7	7	8.7	7.7	7.2	\$97,000	Responsive (Recommended Firm)
WSC	8.8	8.5	7.3	8.7	7.5	\$99,000	Responsive (Recommended Firm)

Analysis – Justifications – The anticipated contract amount of approximately \$99,000 submitted by WSC is an acceptable bid that is responsive to and meets the requirements of the proposal. Staff notes all three firms demonstrated clear CIPP lining experience and are each capable of executing the project. MKN, while a very well capable civil engineering firm with CIPP experience, was unfortunately not able to provide specific experience showing lining of pipes greater than 12 inches in diameter. With the majority of this project intended to line 21-inch diameter pipe, Staff considered MKN non-responsive for this project.

Staff recommends the Board authorize the General Manager to negotiate a contract with WSC. WSC's proposal (Attachment 2) demonstrated the most like-for-like project experience, an acceptable schedule, and includes a level of effort in line with the District's expectations.

**Fiscal Impact** – This 2025 Sewer Main CIPP Lining is included in the Fiscal Year 2024-25 CIP Budget with a draft of \$150,000. Staff plans to negotiate with WSC to add additional lining work that was not included in the RFP as well as discuss the potential to decrease the length of schedule. Additionally, Staff plans to contract out project management work for this effort anticipated at \$40,000.

**DEPARTMENTS INVOLVED:** Engineering, Collections, and Administration

## **ATTACHMENTS:**

- Montecito Sanitary District RFP
   WSC Proposal

## Montecito Sanitary District

1042 Monte Cristo Lane Santa Barbara, CA 93108 General Manager: John Weigold A Public Service Agency

PHONE: (805) 969-4200 FAX: (805) 969-9049 E-MAIL: jweigold@montsan.org

Request for Proposal (RFP)

Consultant Services
For
2025 Sewer Main CIPP Lining

May 14, 2024

Submittals due June 11, 2024, by 4:00 PM

#### I. INTRODUCTION

The Montecito Sanitary District (MSD/District) is located in Santa Barbara County approximately 3 miles south of the City of Santa Barbara. It provides wastewater collection, pumping and treatment to the 10,000 residents of the unincorporated community. The wastewater collected is primarily residential. There are some commercial customers and no industrial customers in the District's wastewater system. The District boundaries are located along the coastline and extending to the foothills. The wastewater treatment plant treats approximately 500,000 gallons a day and wastewater is transported to the inlet of the treatment plant via a 21-inch diameter trunk main. The trunk main is located in several right of ways, including County of Santa Barbara (County), Union Pacific Railroad (UPRR), California Department of Transportation (Caltrans), as well as District easements on private properties.

The Montecito Sanitary District is seeking proposals from professional engineering consultants to prepare construction ready plans, specifications, and cost estimate for the 2025 Sewer Main CIPP Lining project. The project will include CIPP lining of approximately 5,970 LF of 21-inch vitrified clay pipe (VCP), approximately 332 LF of 8-inch VCP, as well as the lining of 28 manholes. An atlas map of the proposed lining work is provided as Attachment A. The project plans will detail the limits of the work, access structures, right of way and easement limits, access constraints, and permit requirements. This RFP will focus on design services only. Bid and construction phase services will be a separate contract.

The District will lead the permitting efforts for the project, including encroachment permits from the County, Caltrans, and UPRR. The District will also coordinate gaining access to easements.

#### II. SCOPE OF WORK

Consultant is expected to perform the following services/tasks described below. The District will consider any additions or refinements to the proposed scope of work that the Consultant may recommend, provided the changes meet the intent of the scope.

TASK 1: PROJECT MANAGEMENT, QUALITY ASSURANCE/QUALITY CONTROL, MEETINGS, AND SITE VISITS.

This task includes project management and coordination activities as well as quality control/assurance, and meetings with the project team.

<u>Task 1.1 Project Management.</u> Monitoring and coordination of budget, schedule, subconsultants, jurisdictional/public agencies, Union Pacific Railroad (UPRR) and internal project team. Prepare monthly invoices and updated schedule.

The District's Project Manager will coordinate access to assets within the study site as needed by the Consultant.

<u>Task 1.2 Quality Control/Quality Assurance.</u> Review and quality control all deliverables prior to submittal to the District.

#### Task 1.3 Meetings. Anticipated Meetings include:

- Project kick-off meeting and site visit with District staff.
- 50% Deliverable Package review meeting
- 90% Deliverable Package review meeting
- Final Contract Documents

Prepare agenda and conduct design kick-off meeting with District staff to review project scope and District's and Consultant's expectations. Prepare a schedule for completion of the design of the Contract Documents to be discussed at the kick-off meeting. Include milestone dates for submittals and review meetings. Consultant should anticipate two weeks for District review of each submittal. Consultant shall prepare and distribute the meeting summaries following meetings.

#### **TASK 2: CONTRACT DOCUMENT PREPARATION**

Consultant shall prepare construction ready plans, technical specifications, and cost estimate for the lining project. The District has standardized on cured in place pipe (CIPP) for their lining projects and desires to continue with that product/technology. The District will also provide guidance on manhole lining products. Plans will incorporate the pipeline section and manhole to be lined, the technical parameters related to the lining, access structures, etc. The District will supply the record drawings of the pipeline alignment that can be used as a base map. Technical specifications will be in the District format (CSI format).

<u>Task 2.1 Deliverable Preparation.</u> Consultant will prepare plan, technical specification, and cost estimate packages for District review at the 50%, 90% and then provide signed and stamped Issued for Bid electronic set (.pdf and MS Word) for the District.

<u>Task 2.2 District Review Meetings.</u> Consultant will participate with the District in the video review meetings of the project deliverables at the 50% and 90% levels. A meeting summary will be prepared for each meeting documenting the District comments, discussions and the proposed assigned tasks discussed at the meeting.

#### III. RESPONSES

The response shall include at a minimum the information listed herein; incomplete or unclear information may be grounds for rejection. The response shall be organized as follows:

#### 1. Letter Proposal

The Proposal may be submitted as a letter proposal addressed to:

Bryce Swetek, P.E. Engineering Manager Montecito Sanitary District 1042 Monte Cristo Lane Santa Barbara, CA 93108 The letter proposal shall be submitted electronically to Bryce Swetek, P.E. at <a href="mailto:bswetek@montsan.org">bswetek@montsan.org</a>. The email subject line shall say, "RFP: 2025 Sewer Main CIPP Lining". The RFP must be received by 4:00 PM, June 11, 2024.

Late proposals will not be accepted. Any RFP received prior to the time and date specified above may be withdrawn or modified by written request of the proposer provided the modified proposal is received prior to the time and date specified above.

#### 2. Experience and Qualifications

- a. Provide a <u>brief</u> history of the firm, including name of the firm, the year the firm was established under the current name, and the closest office location to the project. Indicate any other previous names for the firm during the last five years and the year any name change was effective.
- b. Provide general information concerning the Consultant's qualifications and descriptions of at least 3 relevant projects. Indicate who in the firm performed specific functions on the projects. For any incomplete projects, clearly indicate the status of the project.
- c. Identify firm personnel, including any subconsultants, that will be assigned to the key positions and show the relationships on an Organizational Chart and provide which office they are located.
- d. Provide three clients as a reference, including at least two for whom services were rendered during the past two years, preferably for services similar to those outlined in this solicitation; include contact information for each reference.

#### 3. Project Understanding and Approach

Provide a statement demonstrating the Consultant's understanding of the Project and proposed approach to the Project scope of work, broken down by tasks and subtasks. Proposals shall identify specific milestones and deliverables for each task. Consultant may revise the scope of services in this RFP and should call out the proposed revisions in their proposal.

#### 4. Estimated Schedule

The proposal must include an estimated schedule to complete the Project scope of work. Describe the Consultant's ability to meet the proposed schedule and timing of each task in the scope of work.

#### 5. Estimated Level of Effort

The proposal shall include a table listing the personnel involved in the project, the anticipated hours associated with each individual's level of effort identified by task as well as inclusion of a Professional Rate Sheet listing the different classifications of labor. The table is to be based on the consultant's estimation for performing the services based on the Consultant's understanding of the Project's scope of work.

#### 6. Conflicts

Identify any conflicts which could affect the ability to perform the work in a timely fashion over the duration of the contract.

#### 7. Quality Assurance/Quality Control

Provide a brief description of in-place and proposed Quality Assurance & Quality Control practices applicable for this project.

#### 8. Assumptions and Additional Comments

The proposal shall include any assumptions made, comments, suggestions, or additions for the District to consider in selecting the firm. Identify the potential benefit, value, or impact these may have to the District.

#### 9. Contract Requirements

The District will be utilizing a Professional Services Agreement (PSA) included as Attachment B for your review. The terms of Agreement are not subject to change. The consultant must comply with applicable local, State, and Federal laws including prevailing wage rates and their payment in accordance with California Labor Code, Section 1775. Provide and affirmative statement indicating acceptance of the terms of the Agreement.

#### IV. SELECTION CRITERIA

From the proposals received, the District will select the most qualified firm for the project. Selection will be based on information provided in the proposal and will be based on the following criteria:

- 1. Qualifications: The Consultant's (including subconsultants, if any) firm as well as relevant experience and ability to perform the Scope of Services as outlined above, based on information provided by the Consultant and client references.
- 2. Approach: The Consultant's understanding of the Project as demonstrated by their approach to completing the Services requested above.
- 3. Schedule: The Consultant's availability and ability to perform the Scope of Services in a timely manner.
- 4. References: The Consultant's client references, the Consultant's performance on similar studies, and their knowledge of, and familiarity with, the District's geographic region.
- 5. Level of Effort: The District is seeking a reasonable level of effort for the Scope of Services as outlined in the RFP and will consider the significance of any proposed changes/additions to the Scope of Services.

#### V. RESERVATION OF RIGHTS

The following is a list of rights of the District:

- 1. The Montecito Sanitary District reserves the right to:
  - a. Reject any and all responses received.

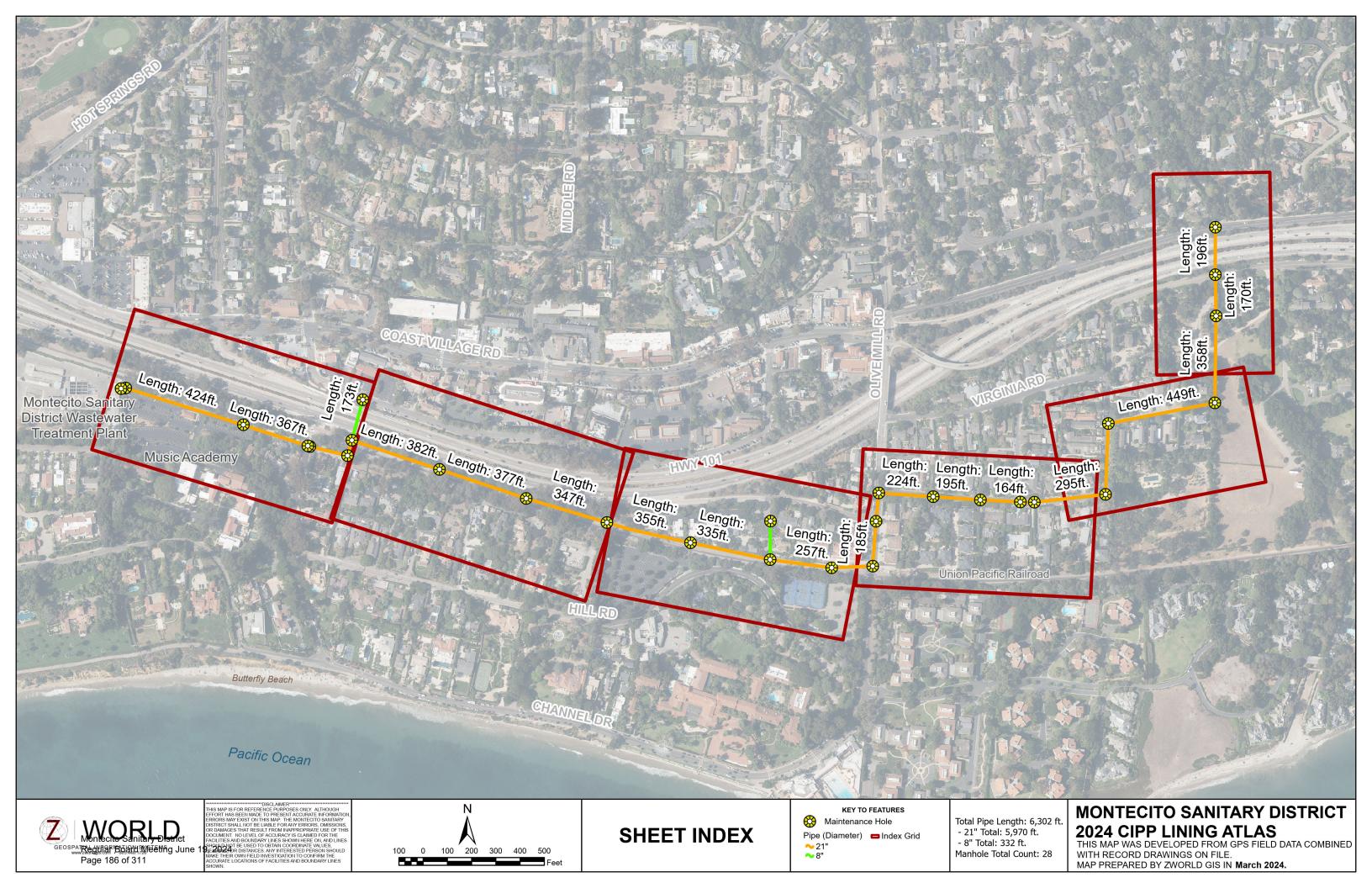
- b. Issue a subsequent RFP.
- c. Cancel the entire RFP.
- d. Remedy technical errors in the RFP process.
- e. Negotiate with any, all, or none of the Respondents to the RFP.
- f. Waive informalities and irregularities.
- g. Make multiple recommendation(s) to the MSD Board.
- h. Request additional information or clarification.
- i. All responses and their contents will become the property of MSD.
- 2. The District will not reimburse Consultants or sub-consultants for any costs associated with any travel and/or per diem incurred in any presentations or for any costs in preparing and submitting the responses.
- 3. The District reserves the right to end, in its sole discretion, negotiations at any time with any or all Consultants. This RFQ does not commit the District to enter into a contract, nor does it obligate it to pay any costs incurred in the preparation and submission of responses or in anticipation of a contract.
- 4. Failure to respond to the requirements outlined in this RFP may result in the Consultant's disqualification as non-responsive to the RFP.

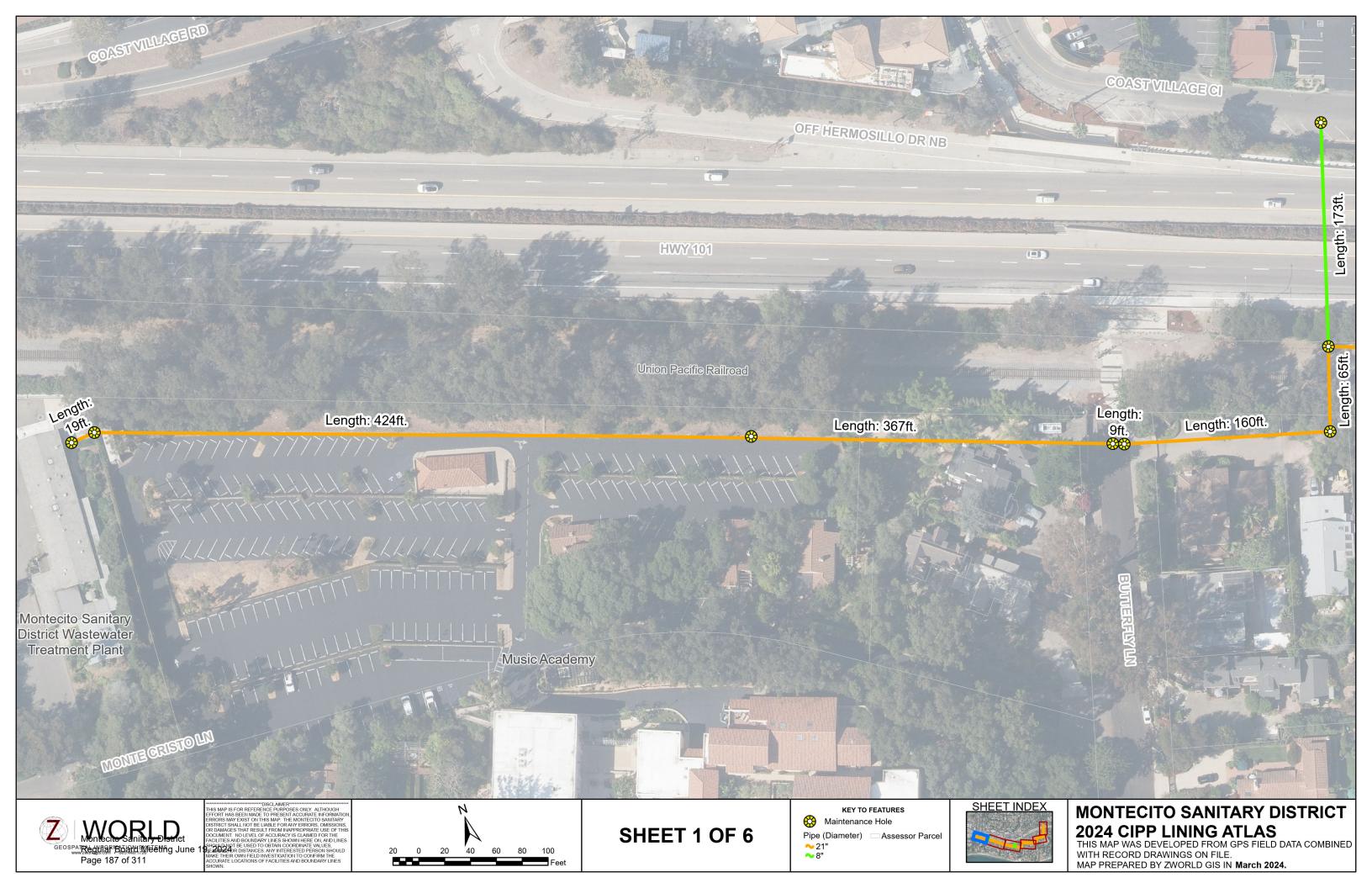
#### VI. INQUIRES

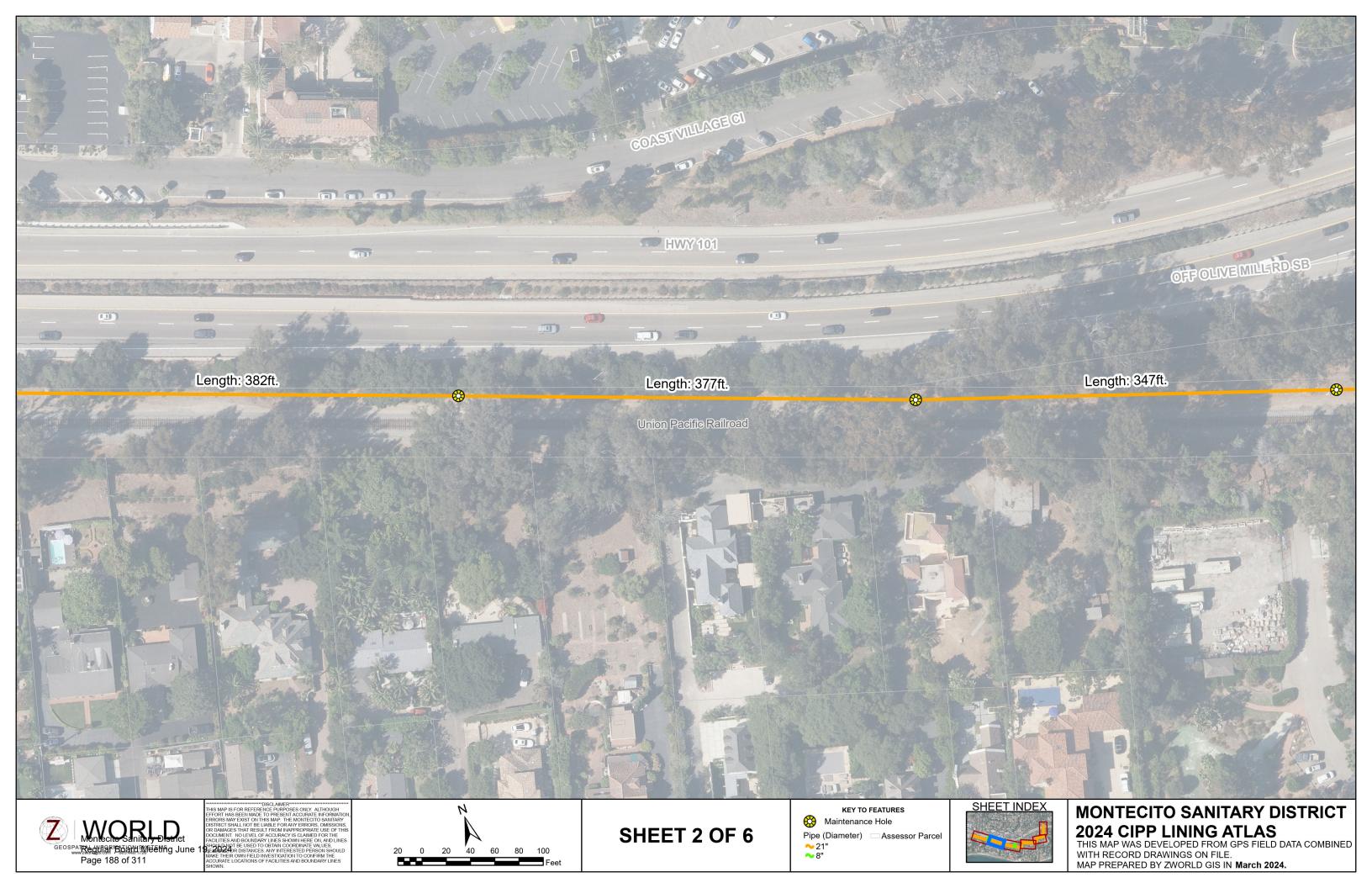
All inquiries related to this RFP shall be sent to Bryce Swetek, P.E. at bswetek@montsan.org

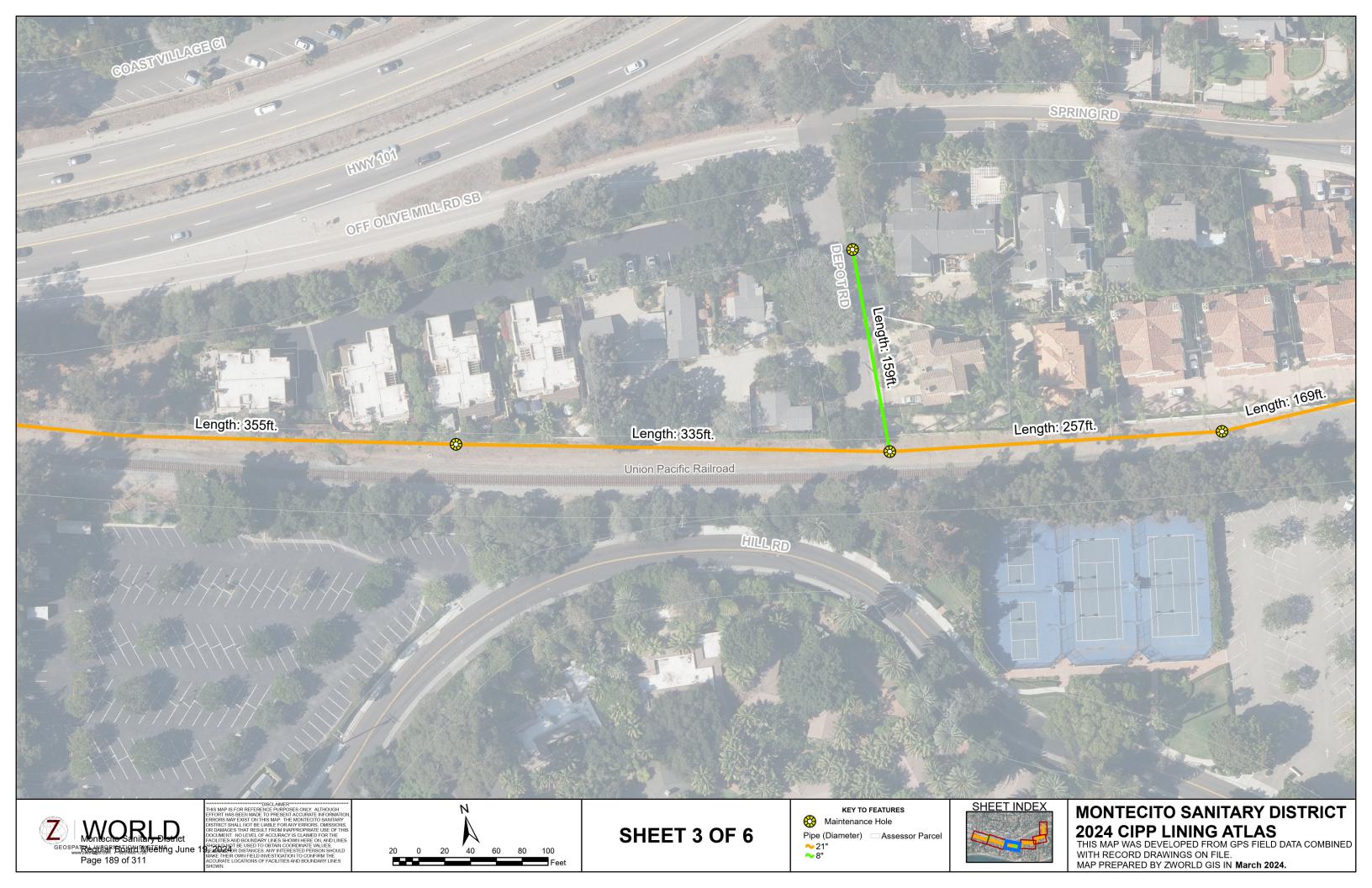
#### VII. ATTACHMENTS

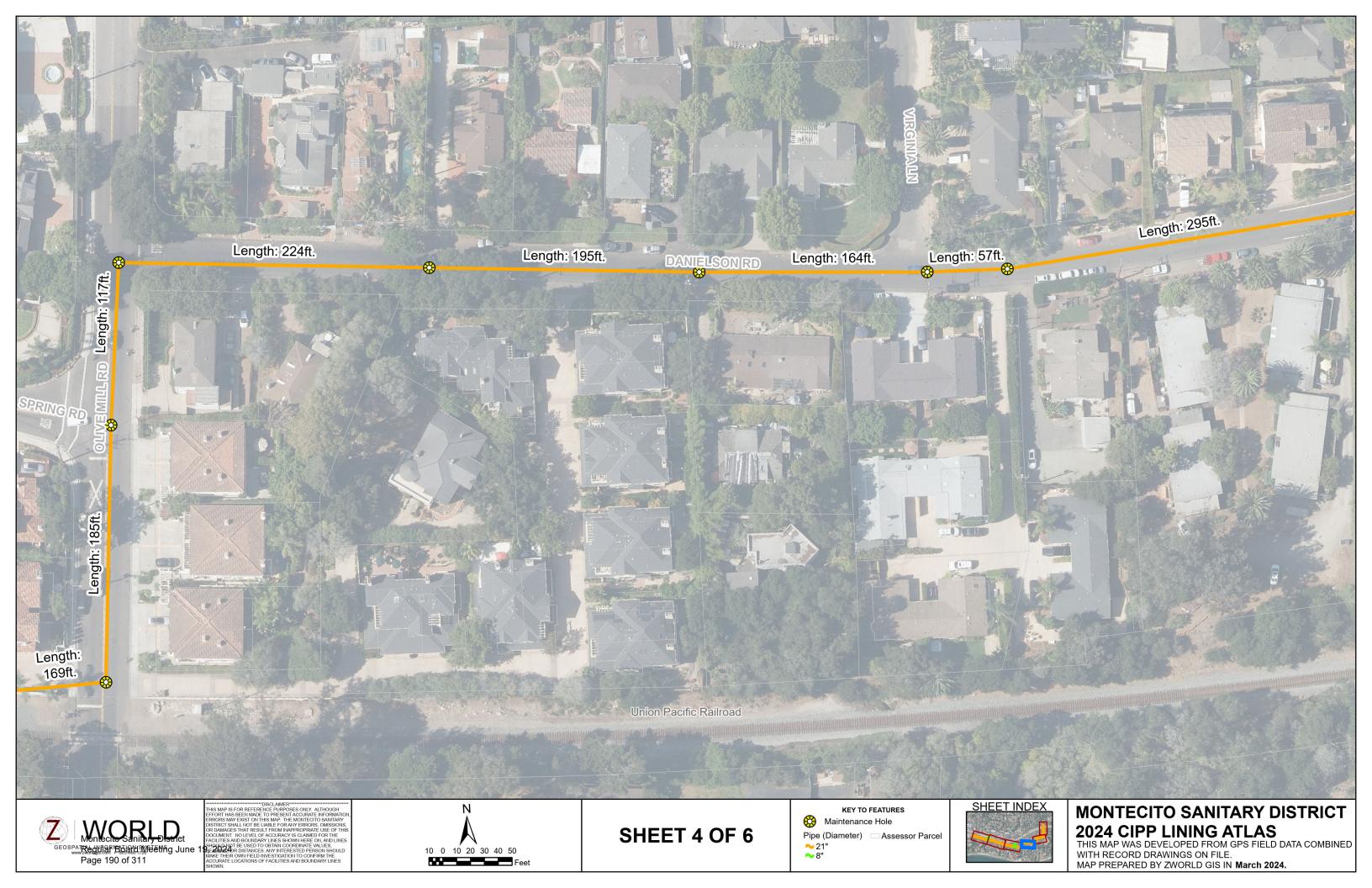
- A. District GIS Information for CIPP Lining
- B. Sample Professional Services Agreement

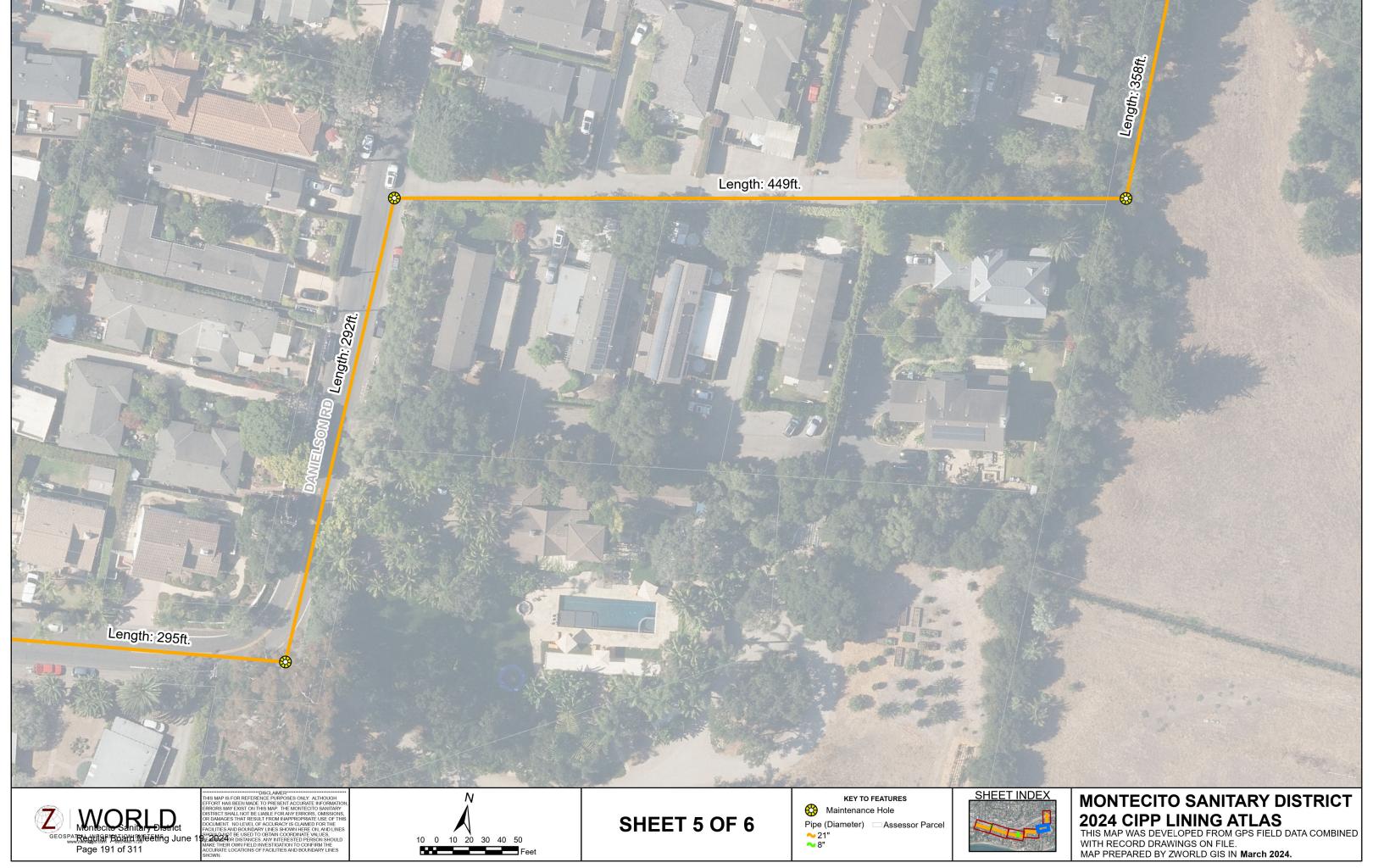


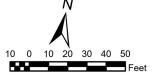
















2024 CIPP LINING ATLAS
THIS MAP WAS DEVELOPED FROM GPS FIELD DATA COMBINED WITH RECORD DRAWINGS ON FILE.
MAP PREPARED BY ZWORLD GIS IN March 2024.









2024 CIPP LINING ATLAS
THIS MAP WAS DEVELOPED FROM GPS FIELD DATA COMBINED WITH RECORD DRAWINGS ON FILE.
MAP PREPARED BY ZWORLD GIS IN March 2024.

#### PROFESSIONAL SERVICES AGREEMENT FOR DESIGN PROFESSIONALS

(Montecito Sanitary District / [Company or Individual])

#### 1. **IDENTIFICATION**

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the Montecito Sanitary District, a California Special District ("District"), and , a ("Consultant").

#### 2. RECITALS

- 2.1. District has determined that it requires the following professional services from a consultant: [enter description of consultant's services]
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, District Board members, or employees of the District which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, District and Consultant agree as follows:

#### 3. **DEFINITIONS**

- 3.1. "Design Professional": A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 et seq., (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 et seq., (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 et seq., or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 et seq.
- 3.2. "Scope of Services": Such professional services as are set forth in Consultant's [enter consultant's proposal date] proposal to District attached hereto as Exhibit A and incorporated herein by this reference.
- 3.3. "Agreement Administrator": The Agreement Administrator for this project is [Name and title]. The Agreement Administrator shall be the principal point of

contact at the District for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. District reserves the right to change this designation upon written notice to Consultant

- 3.4. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.6. "Commencement Date": [date].
- 3.7. "Termination Date": [date]

#### 4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 ("Termination") below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by District in writing and incorporated in written amendments to this Agreement.

#### 5. CONSULTANT'S DUTIES

- 5.1. **Services**. Consultant shall perform the services identified in the Scope of Services. District shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with District**. In performing services under this Agreement, Consultant shall coordinate all contact with District through its Agreement Administrator.
- 5.3. **Budgetary Notification**. Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.

- 5.4. **Professional Standards.** Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to District. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.5. Campaign Contributions. This Agreement is subject to Government Code Section 84308, as amended by SB 1439. Consultant shall disclose any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party or the party's agent. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form to the District prior to, or concurrent with, the Consultant's execution of this Agreement.
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, District may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. [Name of Project Manager] shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without District's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the District that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of District. If District and Consultant cannot agree as to the substitution of key personnel, District may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of

Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.

- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to District under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of District. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of District or as part of any audit of District, for a period of three (3) years after final payment under this Agreement.
- 5.12. **Skilled and Trained Workforce Requirement.** When the use of a skilled and trained workforce is required to complete a contract pursuant to existing law, this contract is subject to such requirement and Contractor agrees to use a skilled and trained workforce.

#### 6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to District for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

#### 7. COMPENSATION

- 7.1. **General.** District agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by District in advance.
- 7.2. **Invoices.** Consultant shall submit to District an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed

pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.

- 7.3. **Taxes.** District shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the District through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the District.
- 7.6. **District Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until District is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, District shall have the right to withhold payments under this Agreement to offset that amount.

#### 8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects including the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold the District, its elected officials, officers, employees, and agents free and harmless form any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

#### 9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as "written products") shall be and remain the property of District without restriction or limitation upon its use or dissemination by District except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

#### 10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to District, a wholly independent contractor.
- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of District or otherwise to act on behalf of District as an agent. Neither District nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of District.
- 10.3. Independent Contractor Status. Under no circumstances shall Consultant or its employees look to the District as an employer. Consultant shall not be entitled to any benefits. District makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the District, Consultant shall indemnify, defend, and hold harmless District for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of District.

#### 11. INDEMNIFICATION

- 11.1. **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "District" shall include District, its board, officials, officers, agents, employees and volunteers.
- 11.2. Consultant to Indemnify District. Where the services to be provided by Consultant under this Agreement are design professional services, as that term is defined under Civil Code Section 2782.8, Consultant agrees to indemnify, defend and hold harmless, the District, its officers, officials, employees and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct

of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct by the District, its officers, official employees, and volunteers. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of the District, then Consultant's indemnification and defense obligations shall be reduced in proportion to the established comparative liability of the District and shall not exceed Consultant's proportionate percentage of fault.

- As respects all acts or omissions which do not arise directly out of the 11.3. performance of design professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, and to the full extent permitted by law, Consultant agrees to indemnity, defend and hold harmless the District, its board, officers, officials, agents, employees, and volunteers from and against any claims, demands, losses, liability of any kind or nature (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are in connection with, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant, excepting those which arise out of the active negligence, sole negligence or willful misconduct of the District, its board, officers, officials, employees and volunteers.
- 11.4. **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify District for such loss or damage as is caused by the sole active negligence or willful misconduct of the District. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.
- 11.5. **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel of District's choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.6. **Defense Deposit.** The District may request a deposit for defense costs from Consultant with respect to a claim. If the District requests a defense deposit, Consultant shall provide it within 15 days of the request.

- 11.7. **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to District.
- 11.8. **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.9. **Insurance Not a Substitute.** District does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 11.10. **Civil Code.** The parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section 11 complies therewith.

#### 12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the District shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** District will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with District:
  - Certificate of Insurance, indicating companies acceptable to District, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must show the Montecito Sanitary District, its board of directors, commissions, officers, and employees of Montecito Sanitary District as additional insured parties. The Certificate of Insurance must include the following reference: [insert project name]
  - Documentation of Best's rating acceptable to the District.
  - Original endorsements effecting coverage for all policies required by this Agreement.
  - Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

• Professional Liability Insurance: \$1,000,000 per occurrence \$2,000,000 aggregate

• General Liability:

•	General Aggregate:	\$2,	000,000
•	Products Comp/Op Aggregate	\$2,	000,000
•	Personal & Advertising Injury	\$1,	000,000
•	Each Occurrence	\$1,	000,000
•	Fire Damage (any one fire)	\$	50,000
•	Medical Expense (any 1 person)	\$	5,000

• Workers' Compensation:

•	Workers' Compensation	Statutory Limits
•	EL Each Accident	\$1,000,000
•	EL Disease - Policy Limit	\$1,000,000
•	EL Disease - Each Employee	\$1,000,000

- Automobile Liability
  - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the District as additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. Claims-Made Policies. If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- 12.9. Additional Insured Endorsements. The District, its Board of Directors, Commissions, officers, and employees of the District must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the District, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, District has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or

material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: Montecito Sanitary District, Attn: John Weigold, General manager, 1042 Monte Cristo Lane, Santa Barbara, CA 93108.

- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to District. Any insurance or self-insurance maintained by District and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the District. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to District.** Consultant shall report to the District, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the District. The District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, District must approve all such amounts prior to execution of this Agreement.
- 12.16. District has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to District's approval.
- 12.17. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify District under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration or early termination of this Agreement.

#### 13. MUTUAL COOPERATION

- 13.1. **District Cooperation in Performance.** District shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2. Consultant Cooperation in Defense of Claims. If any claim or action is brought against District relating to Consultant's performance in connection with this

Agreement, Consultant shall render any reasonable assistance that District may require in the defense of that claim or action.

#### 14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, electronic mail or overnight courier service during Consultant's and District's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to District Montecito Sanitary District Attn: John Weigold General Manager 1042 Monte Cristo Lane Santa Barbara, CA 93108 If to Consultant
[Name]
[Address]
[Address]
Telephone:
Email:

With courtesy copy to:

Aleks R. Giragosian, Esq. Montecito Sanitary District General Counsel Colantuono, Highsmith & Whatley, PC 790 E. Colorado Blvd.., Ste. 850 Pasadena, Angeles, CA 91101 Telephone: (213) 542-5700

#### 15. SURVIVING COVENANTS

Email: agiragosian@chwlaw.us

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), paragraph 12.13 (Waiver of Subrogation), paragraph 12.6 (Automobile Liability Insurance), Section 15 (Surviving Covenants), Section 17 (Interpretation of Agreement), and Section 18 (General Provisions) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

#### 16. TERMINATION

16.1. **District Termination.** District may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All District data, documents, objects, materials or other tangible

- things shall be returned to District upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach by the District of this Agreement upon 30 days' notice.
- 16.3. Compensation Following Termination. Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The District shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** District retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

#### 17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and its exhibits, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between District and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by District and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those

- as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

#### 18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by District. District shall grant such consent if disclosure is legally required. All District data shall be returned to District upon the termination or expiration of this Agreement.
- 18.2. Conflicts of Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the District's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without District's prior written consent, and any attempt to do so shall be void and of no effect. District shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.

- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by District or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by District or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in District's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Santa Barbara County, California and Consultant hereby consents to jurisdiction in Santa Barbara County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.13. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the

same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

**TO EFFECTUATE THIS AGREEMENT,** the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"DISTRICT"	"CONSULTANT"		
Montecito Sanitary District Authorized Signatories:	[Name of Company or Individual]		
Signature:	Signature:		
Printed:	Printed:		
Title:	Title:		
Date:			
Attest:			
Signature:	<u> </u>		
Printed:	<u> </u>		
Title: District Clerk			
Date:	<del>_</del>		
Approved as to Form:			
Signature:	_		
Printed:	_		
Title: District Counsel			

### EXHIBIT A SCOPE OF SERVICES

#### **EXHIBIT B** FEE SCHEDULE

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## Montecito Sanitary District Addendum No.1

Request for Proposals
2025 Sewer Main CIPP Lining

May 23, 2024

#### **GENERAL INFORMATION**

The following clarifications are being provided to the prospective consultants for use in preparing their proposals for the District's 2025 Sewer Main CIPP Lining project.

#### **CLARIFICATIONS:**

- 1. The pipelines that are included in this project were not identified as having significant pipeline failures. The pipeline was identified as requiring lining based on staff's input after watching the CCTV work product and the critical nature of the pipeline. Replacement of the pipeline within the UPRR right of way is not a possibility so installing a CIPP product will provide the required longevity to the District infrastructure.
- 2. The District will provide CCTV, GIS, and record drawing information to the selected consultant.
- 3. While the District is concerned about the effects of the aerosol products emitted from the curing of the CIPP, the District has upheld requirements in the technical specifications that the product must be installed in accordance with governmental regulations (local, State and federal) as a requirement of the contract. The District has lined over 130,000 linear feet of existing pipelines in the collection system without incident.
- 4. The District utilizes sewer lateral connections (SLCs) for completing the connection between the lateral pipeline and the lined main. The pipelines associated with this project do have direct connections to residential properties and will have laterals that have to be cut out as part of the project.
- 5. Sewer bypassing during construction will be a requirement of the project technical specifications. The consultant is to provide a technical specification outlining the bypassing requirements that incorporates the District input and review comments. The District will provide input and information to the selected consultant on potential bypassing locations for discharge that can be incorporated into the project Contract Documents. The selected consultant is not expected to provide a wastewater bypassing plan as a deliverable.

I look forward to receiving your proposals.

Thanks!

Bryce Swetek, P.E. Engineering Manager

bswetek@montsan.org

Montecito Sanitary District Regular Board Meeting June 19, 2024 Page 212 of 311



## Consultant Services for 2025 Sewer Main CIPP Lining

JUNE 11, 2024



## Letter Proposal





#### June 11, 2024

#### Bryce Swetek PE

Engineering Manager Montecito Sanitary District 1042 Monte Cristo Lane Santa Barbara, CA 93108

#### **WSC San Luis Obispo**

805 Aerovista Place Suite 201 San Luis Obispo, CA 93401

P: 805.457.8833 F: 805.888.2764

#### **Justin Pickard PE**

Project Manager
E: jpickard@wsc-inc.com
P: 805.457.8833 ext 104

#### Josh Reynolds PE

Principal in Charge
E: jreynolds@wsc-inc.com
P: 805.457.8833 ext 107

#### Dear Bryce,

Water Systems Consulting, Inc. (WSC) is pleased to present this proposal to provide Design Services for the 2025 Sewer Main Cured-in-Place Pipe (CIPP) Lining Project. Over the past few years, WSC has appreciated the opportunity to provide hydraulic modeling services for Montecito Sanitary District (District). This work gives us a strong understanding of the District's collection system capacity constraints resulting from infiltration and inflow, and the importance of this project to address aging infrastructure. The 2025 Sewer Main CIPP Lining Project is a great opportunity to align the modeling work with physical pipeline condition analysis to improve the District's collection system in a cost-effective and sustainable manner.

For this project, we assembled a team of qualified engineers who have successfully delivered similar projects. Our team will work as an extension of the District's staff to drive the schedule and successfully complete the project. Our expertise in sewer analysis and rehabilitation will allow us to select the appropriate rehabilitation technologies, maximizing benefits to the District while navigating the unique challenges associated with bypass pumping, Highway 101 crossings, and work within Union Pacific Railroad right-of-way. Our experience preparing construction plans for sewer rehabilitation, combined with our collection system design and analysis capabilities will provide the District with confidence that the final plans and specifications will be accurate, buildable, and meet your objectives.

The WSC team and approach offers the following benefits:

**Technical Expertise and Unparalleled Experience.** WSC's project team is the same team that has delivered similar rehabilitation projects along the Central Coast for the cities of Santa Barbara and Thousand Oaks. Our proven record and the lessons we learned will allow our team to effectively navigate the challenges of this project while delivering a final product that meets the District's goals.

**Proven Approach to Project Management.** WSC uses proven approaches to manage project scope, schedule, and budget. We will use our project management tools to efficiently manage project resources and deliver the project on time and within budget.

**Commitment to the District's Success.** WSC values its relationship with the District and we are committed to the success of this project. Our goal is to build a long-standing relationship based on trust that delivers value to the District and its ratepayers.

WSC is in agreement with the terms and conditions contained within the Request for Proposal (RFP). Please feel free to contact WSC's proposed Project Manager, Justin Pickard, or WSC's Principal in Charge, Josh Reynolds, at your convenience. Both Justin and Josh are authorized to execute contracts, negotiate contracts, or provide clarifications on the proposal.

WSC has received the question and answer response addendum to the RFP.

Thank you for the opportunity to propose on this Project, and we look forward to your response. Sincerely,

Water Systems Consulting, Inc.

**Justin Pickard** 

Project Manager | WSC Vice President

Josh Reynolds
Principal in Charge | WSC Vice President

# Experience & Qualifications





WSC is an engineering firm that specializes in the assessment, analysis, planning, design, construction, and optimization of wastewater treatment, collection systems, and disposal solutions. We are purposefully organized to work collaboratively with our clients, applying proven approaches, state-of-the-art tools, and knowledge-driven innovation to deliver truly outstanding results.

# Firm Overview

WSC is an employee owned S-Corporation, incorporated in San Luis Obispo, California. Founded in 2007, WSC continually delivers innovative and value-added service to clients. Our closest office to the District is our headquarters in San Luis Obispo.

WSC's team includes wastewater experts who have experience designing collections, conveyance, and treatment systems; leading infrastructure construction projects; building sewer models and capital improvement plan tools; and supporting wastewater asset management programs.

Our team brings the experience, expertise, and a commitment to successfully deliver the 2025 Sewer Main CIPP Lining Project.

We will leverage our relationships with District staff and our knowledge of the District's procedures, standards, and facilities from our previous work on your hydraulic model. We are committed to providing proactive and effective coordination, continuous integration with your staff, and our unique understanding of area-specific issues that will help WSC deliver cost-effective, high-quality work.



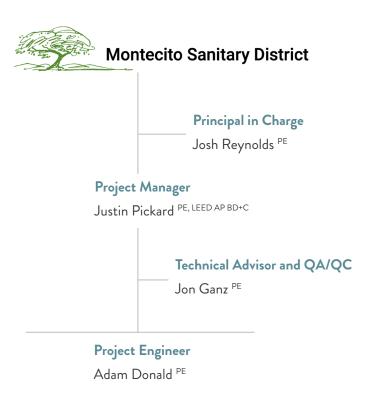
WSC prioritizes our clients.
We deliver clear, consistent
communication, high-quality
deliverables, robust quality assurance
and quality control (QA/QC), and
industry leading project management
processes so our clients can keep
their focus on providing safe, reliable
service to their customers.

WSC's assessment and modeling of our wastewater collection system has been exemplary. I really enjoy working with staff at WSC, I know I will always get a prompt, insightful, and trustworthy response."

— Teresa McClish, Community Development Director, City of Arroyo Grande

# **Meet Our Team**

We have purposefully organized our team to work collaboratively with the District to apply proven approaches and knowledge-driven innovation to deliver truly outstanding results.



Our team includes strong leadership, starting with our proposed Principal in Charge, Josh Reynolds, and Project Manager, Justin Pickard, who will serve as the main points of contact for the District. They will be supported by Project Engineer, Adam Donald. Justin and Adam work together on the Annual Sewer Rehabilitation Program for the City of Santa Barbara, which includes CIPP trenchless rehabilitation. Technical Advisor and QA/QC Lead, Jon Ganz, will leverage his significant rehabilitation experience to help our team and the District identify optimal solutions. Our team has worked together and knows how to efficiently and collaboratively deliver high-quality sewer system solutions.

Bios for key staff are included on the following pages. Resumes for all staff are included in the appendix of the proposal.



Justin has led sewer main rehabilitation projects throughout California, including the City of Santa Barbara.

# Justin Pickard PE, LEED AP BD+C

PROJECT MANAGER

Justin Pickard has 22 years of experience as a supervising engineer, project manager, and construction manager on a diverse range of civil engineering projects. He has worked both as a consultant for numerous public agencies and as a supervising engineer for one of the largest municipal water districts in California, managing complex recycled water and ocean water desalination projects. Justin's experience includes serving as a project manager and project principal for the City of Santa Barbara's Annual Sewer Rehabilitation Program which included trenchless and CIPP design strategies and manhole rehabilitation.

# Meet Your Project Team

WSC's team of experts are experienced in wastewater sewer main rehabilitation strategies and design.







Josh Reynolds PE PRINCIPAL IN CHARGE

Josh is a Principal Engineer with 24 years of expertise in the construction, planning, and design of wastewater infrastructure. His particular areas of focus include the planning, design, and construction of trunk sanitary sewers up to 36-inches in diameter, sewer pump stations ranging in capacities of 1 mgd to 10 mgd, and manhole rehabilitation. His experience allows him to identify and analyze initial project concepts and monitor construction of the project through project completion. As Principal for this project, he will bring knowledge of your unique challenges and opportunities coupled with local experience and expertise delivering similar sewer main projects.

Adam Donald PE, PACP

Adam is a NASSCO PACP and ITCP certified engineer specializing in wastewater design and planning projects. His experience includes rehabilitation design, master planning, cost and life-cycle analyses for sewer systems, and CIP development for projects throughout California and Oregon. Adam has served as Project Engineer for the past five years on the City of Santa Barbara's Annual Sewer Rehabilitation Program. His sewer main experience includes assessing infiltration and inflow (I/I) issues, conducting seismic risk assessments, trenchless design, and CIPP technologies. He brings a high attention of detail to his work and has assisted agencies in developing their standard specifications.

Jon Ganz PE
TECHNICAL ADVISOR & QA/QC

Jon has 27 years of experience in the design, construction, and rehabilitation of both wastewater and water treatment and conveyance facilities. He excels in leading multidisciplinary design teams to deliver complex projects within active, operating wastewater and water treatment facilities. He has managed capital improvements projects with a total estimated construction cost of over \$2 billion. In addition, he has provided field construction management for the construction and rehabilitation of conveyance and treatment facilities and supervised engineering and maintenance programs totaling over \$30 million annually to support the operation of a large wastewater collection system.

Experienced wastewater engineer with experience leading and overseeing quality control on sewer

main projects.
Montecito Sanitary District
Regular Board Meeting June 19, 2024
PROPRIETARY // Water Systems Consulting, Inc.

Adam is experienced in sewer main rehabilitation strategies, including trenchless rehabilitation using CIPP pipe lining technologies.

Jon has extensive experience leading sewer main rehabilitation programs throughout California.

# **Trenchless Sewer Pipeline Rehabilitation**

City of Santa Barbara, CA

WSC has supported the City's Wastewater Rehabilitation Program from 2018 to 2023. WSC reviewed CCTV inspection videos and assigned PACP defect scoring to recommend the appropriate rehabilitation method for each segment. WSC led design workshops with the City's engineering and operations staff to confirm condition findings, review maintenance history, evaluate probability and consequence of failure, and provide recommendations for each segment. Recommended improvements consisted of point repairs, trenchless pipe rehabilitation, open cut replacement, and manhole rehabilitation. Allowable trenchless rehabilitation methods included CIPP and spiral wound PVC liner. The project included a bypassing spec that became the responsibility of the contractor to determine when necessary on the locations in need of rehabilitation work. WSC also provided engineering services during construction including submittal review, pre-and post-lining CCTV review, and technical support arising from challenges in the field.

# Key Staff:

Justin Pickard (Project Manager) Adam Donald (Project Engineer)

### Reference:

Heidi Braunger
Project Engineer
City of Santa Barbara
630 Garden Street,
Santa Barbara, CA 93101
P | (805) 897-1902
E | hbraunger@SantaBarbaraCA.gov

# **RELEVANT RESULTS:**

- City achieved their annual rehabilitation goals through completion of the these projects.
- Developed a ranking system for prioritizing mains for rehabilitation based on condition data and CCTV.
- City standardized on an epoxy coating system and successfully rehabilitated manhole bench, wall, cone, and chimneys in problematic manholes.

# **SNAPSHOT OF WASTEWATER REHAB PROGRAM**

	PIPELINE TYPE	PIPELINE DIAMETER	PIPELINE LENGTH	NUMBER OF LOCATIONS
2018	CIPP, spiral wound PVC liner	6- to 21-inches	20,760 LF	83
2019/2020	CIPP, spiral wound PVC liner	6- to 18-inches	19,000 LF	90
2022	CIPP, spiral wound PVC liner	6- to 16-inches	14,860 LF	49
2023	CIPP	6- to 18-inches	13,191 LF	54



# Wastewater Collection System Rehabilitation Support

City of Thousand Oaks, CA

WSC provided design support for the rehabilitation of 1.6 miles of 8-, 10-, 21-, 24-, and 27-inch wastewater mains and 326 vertical feet of maintenance access holes near Highway 101 using CIPP and spiral wound PVC lining technologies. Special consideration was given to traffic control and bypass pumping, as a significant portion of the larger diameter pipe was located within one of the City's busiest intersections. During design, WSC provided technical review for the City's plans, technical specifications, and cost opinions to help the City augment their deliverables for larger diameter pipelines and accommodate the significant traffic control and bypass needs. WSC also reviewed CCTV video to confirm the appropriate rehabilitation approach and identify areas with defects that needed to be addressed prior to lining. WSC provided engineering services during construction including submittal review, field testing review, CCTV review, bypass pumping plan review, and responding to requests for information during construction.

### RELEVANT RESULTS:

- Worked with the City and bypassing subcontractor to develop a successful bypass system configured in the City's busiest intersection.
- WSC's technical review of the specifications helped streamline the CIPP design process and clarified the desired seal for lateral connections leading to an end product meeting the City's goals.

# Key Staff:

Justin Pickard (Project Manager) Adam Donald (Project Engineer)

### Reference:

Gareth Madrid
Project Manager
City of Thousand Oaks
2100 Thousand Oaks Boulevard
Thousand Oaks, CA 91362
P | (805) 449-2469
E | GMadrid@toaks.org

# Sewer Manhole Rehabilitation Projects

Camarillo Sanitary District, CA

WSC prepared specifications and provided construction phase services for the rehabilitation of approximately 200 sewer manholes spread throughout the collection system for the Camarillo Sanitary District. The rehabilitation work included cleaning and polyurethane coating concrete and brick manholes, channel reconfiguration, crack repair, and replacement of manhole lids. To meet the District's budget constraints, the bid schedule was designed to provide flexibility for the inclusion of as many manholes as feasible within their budget. WSC also prepared manhole location maps depicting which manholes required detailed traffic control plans.

## **RELEVANT RESULTS:**

- Rehabilitated 216 manholes using a polyurethane coating system.
- Structured the bids with various bid alternates to prioritize rehabilitation efforts and maximize the amount of rehabilitation done under the contract.

# **Key Staff:**

Josh Reynolds (Principal in Charge) Adam Donald (Project Engineer)

### Reference:

Dennis Brewer
Assistant Water Reclamation
Superintendent
Camarillo Sanitary District
601 Carmen Dr. #6034
Camarillo, CA 93010
P| (805) 383-5668
E| dbrewer@cityofcamarillo.org

Summary of Relevant Wastewater Conveyance Experience	Project Management	Feasibility Studies	Rehabilitation	System Planning	Pipe Conveyance
Annual Sewer Rehabilitation and Sewer Hydraulic Modeling City of Santa Barbara, CA					
Sewer Manhole Rehabilitation Camarillo Sanitary District, CA	•			-	•
Wastewater Collection System Rehabilitation Support City of Thousand Oaks, CA	•				
Desalination Link CCTV Review City of Santa Barbara, CA					
Sewer Lining and Manhole Rehabilitation San Miguel Community Services District, CA	•				•
Wastewater Collection System Model and Infrastructure Renewal City of San Luis Obsipo, CA					
Wastewater Treatment and Collection System Analysis GHD, Inc., Atascadero State Hospital, CA	-			-	•
Sewer Master Plan City of Milwaukie, OR					-
Vineyard Lift Station Placer County, CA		•			
Bijou Pump Station Rehabilitation South Tahoe Public Utilities District, CA	•	•			•
Five Cities Lift Station and Force Main City of Pismo Beach, CA	•	•			-
Long Ravine Pipeline Project Placer County, CA	•	•			-
Pump Station System Plan Portland Bureau of Environmental Services, OR	•				
WWTP and Field Stations Condition Assessment South Tahoe Public Utilities Agency, CA	•				
Lift Station No. 5 Cayucos Sanitary District, CA	•	•			-
Cayucos Sustainable Water Project Cayucos Sanitary District, CA	•				
Battleground Force Main Rehabilitation Discovery Clean Water Alliance, WA	•				
Landis Pump Station Rehabilitation Sacramento Area Sewer District, CA	•				
Sewer Model Update and Loading Comparison  City of Montebita's Mitary District  Regular Board Meeting June 19, 2024	-				

# Project Understanding & Approach



# **Project Understanding**

Montecito Sanitary District provides wastewater collection and treatment services to approximately 10,000 residents in its service area east of the City of Santa Barbara. The collection system is comprised of approximately 4 miles of pressurized force mains and 75 miles of gravity sewers ranging in diameter from 6-inch to 21-inch. The 21-inch diameter pipe serves as a trunk sewer and conveys most of the wastewater from the District's collection system to the Wastewater Treatment Plant. The 21-inch pipeline crosses Highway 101 and is routed through several easements, residential streets, and Union Pacific Railroad right-of-way before terminating at the Wastewater Treatment Plant headworks.

The 21-inch pipeline is approaching the end of its useful life and the District would like to rehabilitate the pipe using CIPP technology. In addition, the District would like to rehabilitate two 8-inch diameter sewers connected to the trunk sewer and 28 manholes along the pipeline alignment.



# **Project Approach**

Our team's approach to delivering the scope of work described in the RFP is presented below, including a description of each task, milestones, deliverables, key considerations, and benefits to the District.

# Task 1 – Project Management, Quality Assurance/Quality Control, Meetings and Site Visits

WSC utilizes a complementary suite of project management tools and proven processes to manage the budget, schedule, scope, and risks for each project. Our approach to project management results in high-quality deliverables that routinely exceed our clients' expectations.

# Task 1.1 - Project Management

- **Project Budget** WSC uses an integrated project management and accounting system, Ajera, to manage project progress and budget in real time. We use earned value management to identify discrepancies between planned and actual progress, allowing corrective measures to be implemented early to prevent cost overruns and schedule delays.
- Project Schedule and Schedule Updates Our estimated schedule to complete the Project scope of work is presented in Section 4. Prior to the Project Kick-Off Meeting, we will update the proposed schedule based on the actual notice to proceed date and submit schedule updates with each monthly invoice. We review the project schedule at our regular internal coordination meetings to make sure each team member is aware of deliverable dates and other milestones.
- Staff Coordination WSC uses a companywide workload management system to manage resources assigned to each project. Our workload management system enables us to track each employee's project commitments, preventing staff from being overbooked.



WSC's earned value management system facilitates proactive identification and resolution of potential budget and schedule issues.

- Stakeholder Coordination WSC routinely works on projects that require close coordination with diverse stakeholders
  and authorities that have jurisdiction, including Caltrans and Union Pacific Railroad (UPRR). While the District will
  lead permitting efforts with Caltrans, UPRR, and the County of Santa Barbara, WSC will provide support to inform
  the design and help ensure the requirements from each agency are reflected in the contract documents.
- Monthly Invoices We provide detailed progress reports with each invoice summarizing the status of the project schedule and budget, work completed during the reporting period, work planned for the upcoming reporting period, and key issues. We will include a schedule update with each monthly invoice detailing actual start and finish dates and completion percentages.

Deliverables: Baseline Schedule, Monthly Invoices and Progress Reports, Monthly Schedule Updates

Assumptions: Eight-month project duration

# Task 1.2 - Quality Control/Quality Assurance

WSC implements a comprehensive quality control process for each of our projects. We assign a Quality Control Lead (QC Lead) at the outset of each project who is involved in the development of the design, rather than simply being given a set of plans and specifications to review prior to the transmittal of each deliverable to the client. Involving our QC Lead in key design decisions helps streamline internal review of deliverables and integrates the quality control process into each aspect of our project work. When necessary, technical leads are included in the review process based on the technical content of the work product. We engage our strategic communications team to perform readability reviews of technical reports and we engage our construction management staff to perform constructability reviews and value engineering as the design progresses. WSC's depth of resources and our comprehensive and continuous approach to quality control helps maintain a high quality of deliverables provided to the District. WSC's approach to quality assurance and quality control is described further in Section 7.

# Task 1.3 - Meetings

WSC will chair a Project Kick-Off Meeting and review meetings for the 50%, 90%, and Final Contract Document deliverables. We will coordinate with the District's Project Manager to develop agendas that will be finalized and transmitted a minimum of 3 days before each meeting. We will prepare and distribute meeting notes and action item logs within 3 days of each meeting. The action item logs will be continuously maintained for the duration of the project.

WSC recommends that bi-weekly check-in meetings be held with the District in addition to the meetings described in the RFP. These check-in meetings will provide a venue to discuss key coordination items and design decisions, helping facilitate preparation of the design deliverables.

Deliverables: Meeting Agendas, Meeting Notes, Action Item Logs

**Assumptions:** Project Kick-Off Meeting and Site Visit (in-person, 3 hours); Design Deliverable Review Meetings (video conference, 1 hour each); Bi-Weekly Check-in Meetings (video conference, 30 minutes each)

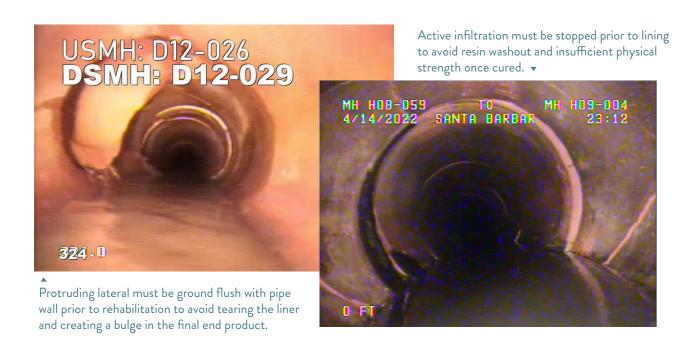
# Task 2 - Contract Document Preparation

WSC will prepare detailed plans, specifications, and cost estimates for the CIPP and manhole rehabilitation project. The following sections describe key considerations and concepts that will be discussed with the District during preparation of the contract documents, followed by a detailed description of the proposed scope of work, deliverables, and assumptions.

# Pipeline Condition Review

Understanding the condition of the pipelines identified for rehabilitation is critical to the success of the rehabilitation effort. If pipeline defects are not addressed prior to the installation of the CIPP liner, the desired performance may not be achieved and in extreme cases, the liner may prematurely fail. During development of the 50% design, WSC will review the District's closed-circuit television (CCTV) video for the mains to be rehabilitated to develop a design strategy. WSC will identify defects that require repair prior to rehabilitation and laterals that need to be dye tested to determine activity before being reinstated. A general approach to addressing defects is included in the table on the following page.

DEFECT	ACTION
Active Infiltration	Grout or spot line prior to CIPP lining to avoid resin washout.
Protruding Laterals	Grind flush to pipe wall prior to CIPP lining to avoid liner tears.
Offsets	Consider point repairs if offsets restrict access for cleaning and lining equipment or if offsets impair performance of rehabilitated pipe.
Sags	Consider point repairs where sags impact capacity and performance of pipeline. Sags will not be addressed through lining.
Holes	Large holes should be spot lined or replaced with a point repair to provide a surface suitable for lining. Smaller holes can be lined through, but the CIPP liner will stretch more over the hole. Liner thickness over the hole needs to be considered in the final design.
Defective Laterals	Laterals with major root balls or that appear to be abandoned can be dye tested to determine if the lateral is active and needs to be reinstated after CIPP lining. Break-in laterals may require installation of a sewer lateral connection seal to prevent I/I at the connection point.



# **Bypassing**

The Highway 101 and UPRR crossings pose a significant challenge to the bypass approach required for the pipeline rehabilitation. During the 50% design process, WSC will evaluate bypassing concepts with the District to identify constraints and acceptable levels of risk, which will be used to inform development of the bypass pumping specification. The District should not assume the risk of designing the bypass pumping system nor dictate the contractor's means and methods, but the constraints must be clearly detailed in the specifications so the contractor understands the limits they are required to work within.

For example, when bypassing flow at manhole 670-3B to rehabilitate the 8-inch pipeline crossing Highway 101 (Main L116-3), the contractor could plug and monitor the upstream system and use a vactor to remove wastewater and transport it to the Wastewater Treatment Plant. To make this feasible, flow could be diverted to the eastern portion of the collection system at the upstream diversion manhole 332-3C, reducing flow through L116-3. The District's hydraulic model indicates the average flow through main L116-3 in this scenario is 30 gpm. The two mains upstream of L116-3 have roughly 1,000 gallons of storage (approximately 30 minutes) under these conditions. If the rehabilitation is performed at night when flows are lower, metering data indicates an hour's worth of storage could be realized by surcharging the system. Using a vactor truck in combination with surcharging the system could provide a sufficient work window to rehabilitate the 8-inch pipe. A lower risk option could include routing temporary bypass piping along the Butterfly Lane underpass and discharging into manhole 1810-3B.

The bypass for main L180-1 is complicated due to the large pipeline diameter, relatively high flow rates, and the inability to divert flow through another portion of the collection system. In order to bypass this pipeline, temporary piping must be installed along Olive Mill Road or San Ysidro Road, both of which would cross Highway 101 on- and off- ramps. Bypassing along Olive Mill Road provides an advantage in that flows could be discharged into manhole 1007-4A, allowing all the mains upstream of this manhole to be rehabilitated under a single bypass set up. Given the high flows, the contractor will want to establish a permanent bypass to maximize the work window and promote worker safety by limiting the set up and tear down of the bypass set up. In consideration of the encroachment on the Highway 101 on- and off-ramps, this concept should be screened with Caltrans during the early permitting discussions to understand what they will allow.

One of the 21-inch diameter pipelines identified for rehabilitation (Main L116-4) crosses the UPRR tracks, which prevents the flow from being directly bypassed around the main to the downstream manhole without crossing the tracks, which is not permittable. As shown on the figure on Page 12, temporary bypass piping could be routed through an existing culvert beneath the UPRR tracks to facilitate the lining operation for this segment and other pipelines along the UPRR right-of-way.



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PROPRIETARY // Water Systems Consulting, Inc.

# Specification Development

WSC recommends a performance-based CIPP specification be utilized and supplemented with specific requirements for the contractor. The specifications will focus on the design criteria and quality control submittals for the CIPP liner to empower the engineer and the District inspector to enforce quality control requirements and achieve the desired end product. This will also allow the contractor to design a liner system supported by testing data while complying with the specification requirements. WSC understands the District has previously rehabilitated significant portions of its collection system using CIPP, and we will use lessons learned from past District projects to inform the specification development.

# Liner Quality Control and Quality Assurance

Comprehensive quality control requirements are critical to help ensure the contractor provides an acceptable end product, but are often overlooked during performance of the work. WSC includes comprehensive quality control and quality assurance requirements in the specifications so the contractor clearly understands its obligations and the District has the ability to require remedial action when the installed work does not meet specification requirements. Key quality control provisions include wet out site visits and/or wet out reports, resin infrared spectrum report, curing logs, physical samples and their corresponding independent test results, and manufacturer and installer certifications.

Payment should only be made after visual inspection of the installed liner has been performed and physical test results have been submitted and approved. Restrained samples are recommended for the 8-inch diameter lines and plate samples are recommended for the 21-inch diameter lines to verify liner thickness, flexural modulus, and flexural strength. Given the nature of plate samples, the liner thickness measurement can be underestimated as there tends to be resin loss and thinning at the ends of the CIPP. To address this potential issue, a quality-based approach based on the physical properties is recommended such that if the test results meet specification requirements, then the liner thickness is assumed to be acceptable. If any of the test results do not comply with the specification requirements, a core sample is recommended to verify thickness.

# Rehabilitation Approach

As part of the specification development process, WSC will work with the District to review available lining system technologies and establish preferences for the design. Key design decisions include allowable resins, end seal technologies, and lateral connection sealing technologies.

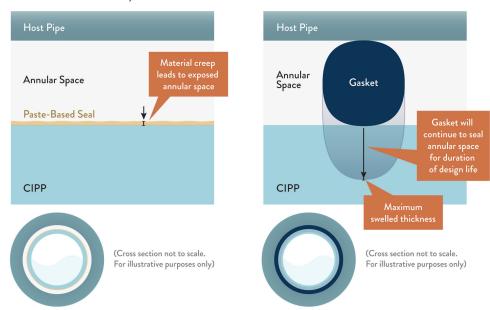
### Resins

Three common resin materials are used in the CIPP industry: polyester, vinyl ester, and epoxy. The table below provides an overview of considerations for each resin type. The Greenbook only permits the use of vinyl ester and epoxy resins as the polyester resin is unable to pass the sodium hydroxide exposure portion of the Pickle Jar Test. WSC understands that the District does not use sodium hydroxide within its collection system for odor control, so the polyester resin is a viable and cost-effective option.

RESIN	POLYESTER	VINYL ESTER	EPOXY
Cost	\$	\$\$	\$\$\$
Styrene	Yes	Yes	No
Special Applications	None	Industrial or special waste	Pressure pipelines, odor sensitive projects
Greenbook Approved	No	Yes	Yes

# **End Seal Technologies**

CIPP liners require an end seal between the host pipe and installed liner to seal the annular space and prevent groundwater infiltration. The Greenbook specifies that the end seal should be an epoxy or similar material that passes the Pickle Jar Test, is compatible with the liner material, and creates a watertight seal. While epoxies exhibit minimal creep, they will shrink over time and expose a portion of the annular space, compromising the seal. In areas with saturated soils, this space, although small, provides a path for water to enter the collection system. An alternative to epoxies is a hydrophilic gasket end seal (ASTM F3240) that is installed approximately six inches into the host pipe prior to lining. These gaskets will swell at least 800% of their size when exposed to water, which results in the annular space remaining sealed over the design life of the liner. Given the high levels of I/I within the District's collection system, the hydrophilic gasket end seal should be considered during the design process. WSC will work with the District to determine whether the cost of the gasket end seal is worth the long-term system benefits for their system.



### Lateral Connection Seals

Lateral connection seals are felt or fiberglass CIPP products placed at reinstated lateral connections within the CIPP liner to seal any gaps and overcuts that would allow roots or infiltration to enter the collection system at the lateral-main connection. There are two main styles: brim ("Top Hat") and full wrap ("T-Liner").

WSC understands the District typically uses the brim style lateral connection seal. Top Hats use a fiberglass liner material with an epoxy resin to seal around the lateral opening with a brim, and extend 6 to 18 inches up the lateral to effectively cover the first lateral joint and prevent roots from penetrating into the lined main. Epoxy resin has minimal creep, but will slightly shrink over its service life, resulting in a small annular space between the lateral connection seal and the lined main, providing an opportunity for infiltration.

The full wrap style connection seal allows the liner thickness to be designed using the ASTM F1216 design method that is used for the CIPP liner. These lateral seals utilize hydrophilic gaskets at the ends of the seal in both the mainline and lateral to provide a sealed annular space for the duration of the design life of the liner. The full wrap liners are available in a variety of lengths for the lateral portion so that the District can decide the level of lateral rehabilitation that is done during the sealing process.

I/I is a problem within the District's collection system and is likely spread throughout the collection system as well as in private laterals. The full wrap liners potentially offer more I/I reduction benefits because they use the hydrophilic gaskets and have the potential to line more of the laterals than the brim style seals. However, the mains identified in this project have not been identified as key contributors to the I/I problem, so the additional cost of the full wrap liner might not be not justified. WSC will work with the District to determine whether the additional costs and potential I/I reduction of the full wrap liners are in alignment with District's overall goals.

# Manhole Rehabilitation

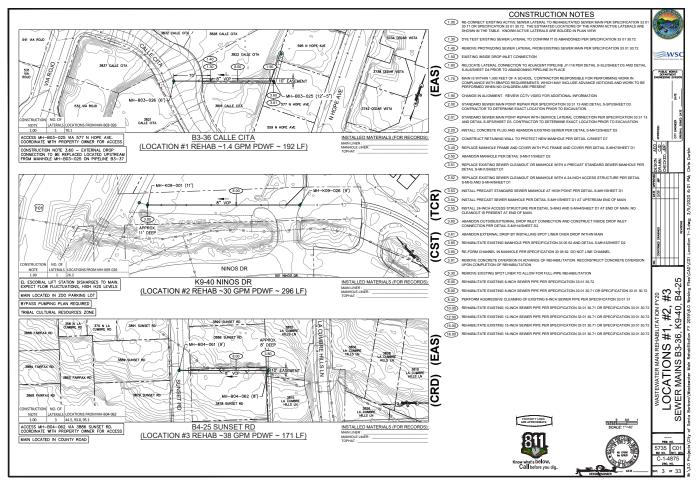
During development of the specifications, WSC will work with the District to select a desired rehabilitation product and determine whether the bench and channel are to be included in the rehabilitation. The most common products are polymer coatings, cementitious coatings, and cast-in-place manhole liners. WSC typically recommends a polymer coating based on overall corrosion protection and contractor availability. The specification for manhole rehabilitation will emphasize surface preparation requirements which are essential for the coating product to mechanically bond with the existing structure and produce an acceptable end product. These requirements will be supplemented with quality assurance testing to help ensure the acceptability of the installed product. Spark testing is essential for each manhole to identify discontinuities in the coating system that require repair. These pinholes are typically caused by off gassing from the existing structure and are often not identified with visual inspection. If not caught and repaired, these pinholes provide a localized access point for hydrogen sulfide attack that will accelerate corrosion in the manhole faster than if the manhole had not been coated. Adhesion testing is also recommended for each manhole to verify the physical properties and proper bonding to the existing manhole substrate and to ensure the product will last for its design life.

	POLYMER	CEMENTITIOUS	CAST-IN-PLACE
Types	Epoxy, polyurethane, poly urea	Portland cement with microsilica admixture, calicium aluminate, GeoPolymer	Felt/Fiberglass with polyester, vinyl ester, silicate, or epoxy resin
Application	Spray, trowel on, spin cast	Spray, spin cast	Cured-in-place (air and steam)
Corrosion Resistance	Best	Good	Better
Quality Assurance Testing	Visual inspection, adhesion test, spark test, thickness measurements	Visual inspection, cube or cylinder (compression strength), adhesion test, thickness measurements	Visual inspection, adhesion test, spark test

Continued on the following page.

# **Design Plans**

The design plans will be prepared using the District's record drawings, and will clearly communicate the rehabilitation scope of work along with requirements stemming from the UPRR right-of-way, Caltrans right-of-way, and easement work. Due to the nature of the rehabilitation work, adding callouts to the record drawing basemaps will effectively communicate the design requirements while minimizing drafting needs, resulting in lower costs for the District. WSC has successfully implemented a similar approach to preparing design plans for the City of Santa Barbara's annual collection systems rehabilitation projects as shown in the figure below.



For the City of Santa Barbara, WSC developed design plans utilizing the City's GIS data. The scope of work for each location was clearly identified through construction notes, special permitting and access requirements were identified in bold on the side of each viewport, and special location notes were provided below the viewport.

# Task 2.1 - 50% Deliverable

- Prepare and submit a data request to the District (CCTV data, record drawings, etc.).
- Review CCTV data to determine rehabilitation approach.
- · Coordinate with District to identify pipeline defects requiring repairs prior to lining.
- Prepare design plans using District record drawings as base map. Rehabilitation approach to be specified with notes
  and callouts on drawings.
- Prepare specifications in CSI Division 50 format.
- Prepare cost estimate.
- Prepare preliminary bypass concepts to understand feasibility and facilitate coordination with permitting.
   Montecito Sanitary District
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**Deliverables:** Data Request, 50% Design Plans, Technical Specifications, and Cost Estimate (submitted electronically as pdf and Microsoft Word files)

Assumptions: No survey will be conducted for the project; no utility research will be performed for the design; record drawings will be used to show the limits of existing easements, rights-of-way, and property lines; 50% Design Plans will use existing record drawings as a base map with proposed scope of work for rehabilitation; pipeline profiles will not be provided; District comments will be provided within two weeks of receipt of design deliverables; 50% Cost Estimate will be consistent with a Class 3 estimate as defined by the Association for Advancement of Cost Engineering (AACE); District to coordinate directly with Caltrans, UPRR, County of Santa Barbara, and other authorities having jurisdiction over the work; final bypass plans will be the responsibility of the contractor.

# Task 2.2 – 90% Deliverable

- Incorporate District comments from the 50% deliverable review.
- Refine plans to include access and permit requirements for each location.
- Update technical specifications to reflect rehabilitation products selected by the District.
- Update cost estimate to reflect project revisions.

**Deliverables:** Response to Comments (Microsoft Excel spreadsheet), 90% Design Plans, Technical Specifications, and Cost Estimate (submitted electronically as .pdf and Microsoft Word files)

Assumptions: District comments will be provided within two weeks of receipt of design deliverables; 90% Cost Estimate will be consistent with an AACE Class 2 estimate; District will prepare and provide front-end documents (Bid Advertisement, Instructions to Bidders, Bid Forms, Bond Forms, Agreement, General Conditions, Special Conditions).

# Task 2.3 - Final Contract Documents

- Incorporate District comments from the 90% deliverable review.
- Prepare a final set of contract documents for submittal to the District.
- Compile bid set that incorporates District comments from final deliverable review meeting. Bid set documents will be stamped and ready to issue for bid.

**Deliverable:** Response to Comments (Microsoft Excel spreadsheet), Final Design Plans and Specifications, Bid Set Plans and Specifications, and Estimate (submitted electronically as .pdf).

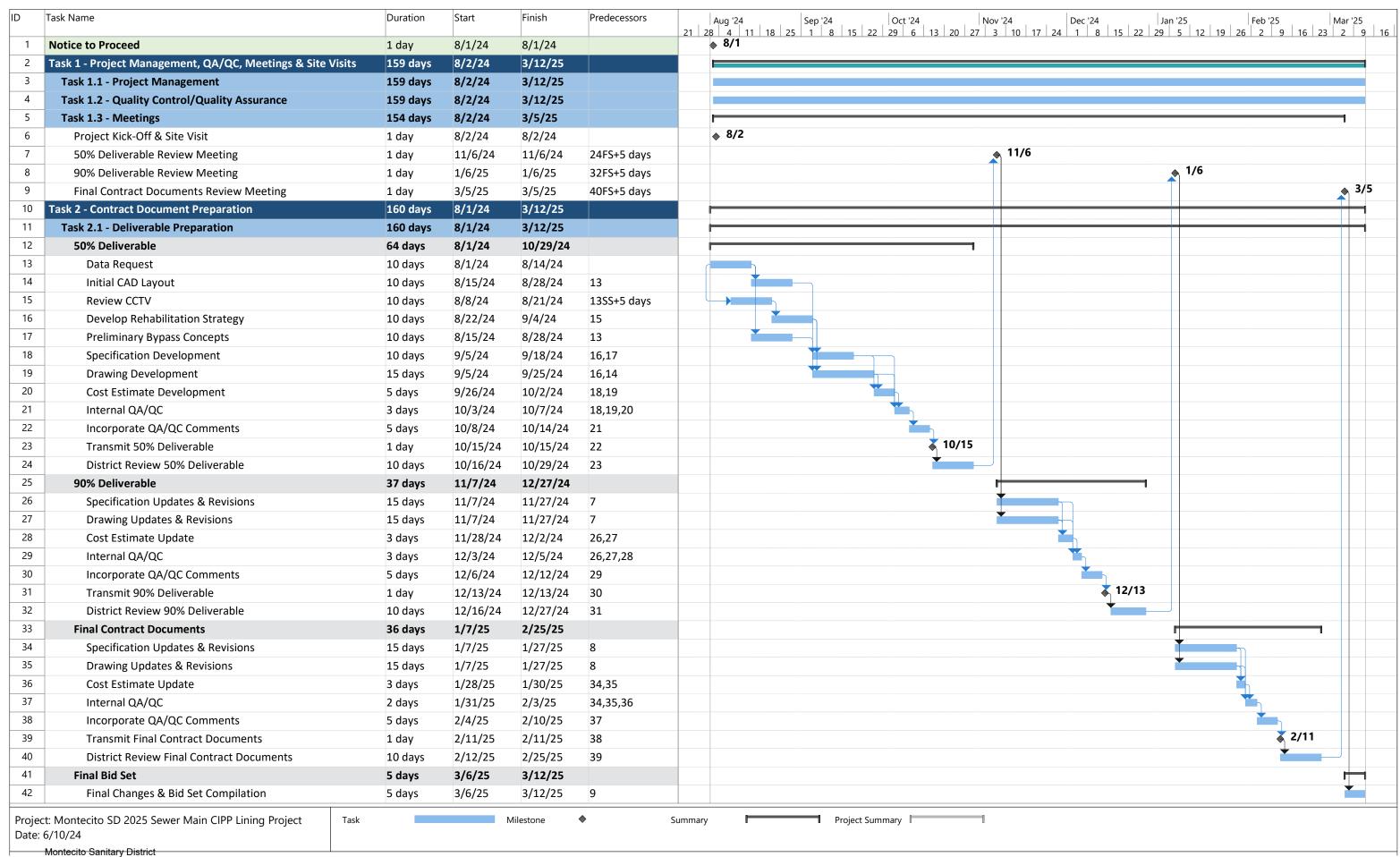
**Assumptions:** District comments will be provided within two weeks of receipt of design deliverables; Final Cost Estimate will be consistent with an AACE Class 1 estimate.

# Task 2.5 - District Review Meetings

District review meetings as stated in the RFP have been consolidated in Task 1.3.

# Estimated Schedule





# Estimated Level of Effort



					WSC			
Task No. Task Description		Principal in Charge	Project Manager	QA/QC	Project Engineer	Drafting	Project Administration	WSC Labor Hours
		Joshua Reynolds	Justin Pickard	Jon Ganz	Adam Donald	Paul D'Santi	Kay Merrill	
		Principal III	Principal II	Principal II	Senior I	Technician/ Designer III	Administration/ Clerical III	
1	Project Management, QA/QC, Meetings and Site Visits							
1.1	Project Management		16		18		9	43
1.2	Quality Control/Quality Assurance	2		10				12
1.3	Meetings		14		20			34
	SUBTOTAL	2	30	10	38	0	9	89
2	Contract Document Preparation							
2.1	50% Deliverable		16		70	56		142
2.2	90% Deliverable		14		60	26		100
2.3	Final Contract Documents		6		26	20		52
	SUBTOTAL	0	36	0	156	102	0	294
	COLUMN TOTALS	2	66	10	194	102	9	383



# 2024 Classifications and Rates

	Hourly Ra	
Engineers / Project Managers / Planners / Hydrogeologist	ts	
Engineering Intern	\$	142.00
Assistant	\$	163.00
Staff I	\$	173.00
Staff II	\$	184.00
Staff III	\$	194.00
Associate I	\$	210.00
Associate II	\$	221.00
Associate III	\$	231.00
Senior I	\$	257.00
Senior II	\$	268.00
Senior III	\$	289.00
Principal I	\$	310.00
Principal II	\$	352.00
Principal III	\$	399.00
Outreach and Communications	- I A	117.00
Communications Support I	\$	147.00
Communications Support II	\$	163.00
Communications Support III	\$	189.00
Communication Strategist I	\$	221.00
Communication Strategist II	\$	247.00
Communication Strategist III	\$	268.00
Senior Communication Strategist I	\$	310.00
Senior Communication Strategist II	\$	331.00
Senior Communication Strategist III	\$	352.00
CAD / Design Services		
Technician/Designer I	\$	152.00
Technician/Designer II	\$	179.00
Technician/Designer III	\$	200.00
Inspection Services		
Inspector I	\$	158.00
Inspector II	\$	168.00
Inspector III	\$	194.00
Inspector (Prevailing Wage)	\$	200.00
Adminstrative Services		
Administration/Clerical I	\$	147.00
Administration/Clerical II	\$	158.00
Administration/Clerical III	\$	179.00

### **Other Expenses**

10% mark-up on direct expenses; 15% mark-up for sub-contracted services Standard mileage rate \$0.65 per mile (or current Federal Mileage Reimbursement Rate) Rates are subject to revision as of January 1 each year.

# Conflicts



WSC does not have any conflicts that could affect our ability to perform the work in a timely fashion over the duration of the contract.

# Quality Assurance/ Quality Control



# Structured QA/QC procedures result in high-quality deliverables

Justin will be supported by Jon Ganz, who will implement a QA/QC plan specific to this project and will be responsible for monitoring and documenting our team's adherence to the established plan. The three pillars of WSC's QA/QC plans are Plan, Assure, and Control.

# Plan for quality

The first step to a successful QA/QC plan is to align the WSC team with the project scope of work and the District's requirements. An internal kick-off meeting unites our team around project goals, client requirements, preferred lines of communication, QA/QC roles and expectations, project schedule, and budget.

# Assure quality is achieved

WSC's approach to quality assurance focuses on the prevention of errors and omissions through the use of best practices, conformance to standards, and an understanding of client expectations. One of the quality assurance tools that we use to help guide quality control reviews are standardized quality control checklists that are configured for each project deliverable. These checklists allow technical reviewers to confirm that calculations, drawings, specifications, and reports are thoroughly reviewed. Early engagement from the QC Lead and quality reviewers help set up each project for success, identify opportunities to refine approaches, and increase overall quality and efficiency.

# Control for quality

WSC's approach to quality control includes quality checks and reviews throughout the project life-cycle. During the preliminary design phase, our QC Lead will assess conceptual ideas, assumptions, preliminary results, and work products to make sure the project is aligned with your needs and expectations. After the preliminary design concepts have been reviewed and detailed design commences, WSC will conduct quality control reviews at pre-established milestones. Proven tools and experienced staff drive quality control processes, assuring review comments are discussed, tracked, and addressed before deliverables are submitted to you. This includes cross-discipline reviewers when appropriate to reduce the risk of conflicts between civil, mechanical, structural, and electrical and controls teams.

# Quality is a priority for WSC. Here's what our QA experts have to say.

# What is WSC's philosophy on quality?

WSC delivers high-quality work products and service to our clients because it is critical to our success, our clients' success, and our professional integrity. We understand that our work is often used to make key decisions, build critical infrastructure, and has a direct effect on public health, safety, and resource management. Our philosophy is to prioritize quality in everything we do with a focus on exceeding our clients' expectations and our own high standards.

# What are the key elements of WSC's approach to quality?

At WSC, we put people first and provide the ability for our staff to focus on quality. Our approach to quality starts with assigning a QC Lead with the right expertise and availability to each project. Our QC Lead will follow progress and regularly check in with project managers and other team members. They help anticipate, identify, and resolve issues as they arise. They develop project-specific QA/QC plans that are grounded in the philosophies, policies, and best practices outlined in our corporate Quality Management System Manual, which is available upon request.

# How does WSC's QA/QC approach bring value to our clients?

We focus on quality and delivering work products that optimize your project and are free of errors, which allows you to make the best use of your valuable time. Our attention to detail and rigorous internal reviews allow you to focus your efforts on what matters most, the operation of your facilities and efficient use of ratepayers' dollars.

# Assumptions & Additional Comments



Assumptions, comments, suggestions, and potential considerations for the District are described in the preceding sections.

# Contract Requirements



WSC confirms that we comply with applicable local, State, and Federal laws including prevailing wage rates and their payment in accordance with California Labor Code, Section 1775. We are in acceptance of the terms of the Agreement.



# Appendix: Resumes



# Justin Pickard PE, CCM, LEED AP BD+C

### PROJECT MANAGER

Justin Pickard has 22 years of experience as a supervising engineer, project manager, and construction manager on a diverse range of civil engineering projects. He has worked both as a consultant for numerous public agencies and as a supervising engineer for one of the largest municipal water districts in California, managing complex recycled water and ocean water desalination projects. Justin's experience includes serving as a project manager and project principal for the City of Santa Barbara's Annual Sewer Rehabilitation Program which included trenchless and CIPP design strategies.



FY23 Sewer Main Rehabilitation Project. City of Santa Barbara, CA. Project Manager. Project includes evaluating 2.3 miles of gravity sewer main ranging from 6" to 18" in diameter and preparing construction documents. Rehabilitation strategies included dig and replace, trenchless rehabilitation through CIPP or spiral wound PVC pipe liner, point repairs, rehabilitation of manholes, and replacement of cleanouts with new manholes.

FY22 Sewer Main Rehabilitation Project. City of Santa Barbara, CA. Project Manager. Project includes evaluating 2.4 miles of gravity sewer main ranging from 6" to 16" in diameter and preparing construction documents. Rehabilitation strategies included dig and replace, trenchless rehabilitation through CIPP or spiral wound PVC pipe liner, point repairs, rehabilitation of manholes, and replacement of cleanouts with new manholes. Provided engineering services during construction including submittal review, response to requests for information, CCTV review and tracking of all work completed.

FY 20 Sewer Main Rehabilitation Project. City of Santa Barbara, CA. Project Manager. Project includes evaluating 3.5 miles of gravity sewer main, recommending rehabilitation strategies for each segment, and preparing construction documents. Rehabilitation strategies included dig and replace, trenchless rehabilitation through CIPP or spiral wound PVC pipe liner, point repairs, rehabilitation of manholes, and replacement of cleanouts with new manholes.

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# FY 18 Sewer Main Rehabilitation Project. City

of Santa Barbara, CA. Project Manager. Project includes evaluating 4.2 miles of gravity sewer main, recommending rehabilitation strategies for each segment, and preparing construction documents. Rehabilitation strategies included dig and replace, trenchless rehabilitation through CIPP or spiral wound PVC pipe liner, point repairs, rehabilitation of manholes, and replacement of cleanouts with new manholes. Prepared the technical specifications and engineer's opinion of probable construction cost, assisted the City during the bidding phase by preparing addendums and evaluating products, and assisted the City during Construction by evaluating pre-lining CCTV videos.

# Unit W Wastewater Pipe and Maintenance Access Hole Lining, City of Thousand Oaks,

CA. Project Manager. Project consisted of rehabilitation of 1.6 miles of 8", 10", 21", 24", and 27" wastewater mains and 326 vertical feet of maintenance access holes near the 101 Freeway using CIPP and Spiralwound PVC. Special attention was required for traffic control as much of the larger diameter pipe was located within one of the City's busiest intersections. During design, provided technical review for the City's plans, technical specifications, and cost opinion to help the City augment their deliverable for larger diameter pipelines and the significant traffic control and bypass needs. Also, reviewed CCTV video to confirm appropriate rehabilitation strategy and identify any areas with defects that need to be addressed prior to lining. Providing engineering services during construction including submittal review, field testing review, CCTV review, and answering requests for information.





### **EDUCATION**

BS, Civil Engineering, University of Texas at Austin

# PROFESSIONAL REGISTRATIONS

Professional Engineer - Civil, California,

Certified Construction Manager, No. 14107

LEED AP BD+C, No. 10183662

"I'm passionate about helping our clients deliver projects and programs from concept through construction and operation. It's incredibly rewarding to see the culmination of a team's hard work in the physical improvements that benefit the communities where we live and work."



# Justin Pickard continued...

Central Coast Blue, City of Pismo Beach, Pismo Beach, CA. Program

Manager. Providing Program Management, Preliminary Design, Funding, and Environmental Document Support services for the Indirect Potable Reuse project that will recover secondary effluent from the City of Pismo Beach and the South San Luis Obispo County Sanitation District's wastewater treatment plants, a resource currently discharged to the Pacific Ocean. The advanced treatment facility will use microfiltration or ultrafiltration, reverse osmosis, and ultraviolet radiation and advanced oxidation process before being injected into the Santa Maria Groundwater Basin to supplement groundwater supplies and protect the basin from seawater intrusion.

Cayucos Sustainable Water Project - Design A1, Cayucos Sanitary District, Cayucos, CA. Technical Advisor and QA/QC. Provided technical support and QA/QC oversight during development of design for a program to create a sustainable water source for the community of Cayucos, cummulating in the design and construction of a 1.2 MGD Water Resource Recovery Facility. Assisted design staff in the development of piping and instrumentation diagrams detailing plant unit processes.

# North Pleasant Valley Desalter Project, City of Camarillo, CA.

Construction Manager. Providing program and construction management support for construction and operation of a \$42 million reverse osmosis groundwater desalter facility. The new desalter facility will treat 4,500 AFY of brackish groundwater and yield up to 3,800 AFY of potable water, allowing the City to more than double its local water supply. Tasks include contractor prequalification; review of design plans; bid phase support; contract administration; scope, schedule, budget and risk management; procurement of contract operator; and commissioning support.

Water Resource Recovery Facility Upgrade, City of San Luis Obispo,

**CA.** Program Manager. Providing program management support for a \$140 million WRRF upgrade that will meet new National Pollutant Discharge Elimination System permit requirements. Responsibilities include management of scope, schedule, and quality of the program; contract management for multiple contracts; contractor prequalification; coordination with other City departments; supported the City through the bid and construction phases; strategic communications and public outreach; and general program administration.

Port of Long Beach, Pier D and Pier T Pipelines Relocation Project, Long Beach, CA. Resident Engineer. Served as the resident engineer for the Pier D and Pier T Pipelines Relocation Project, which included a complex horizontal directional drilling (HDD) operation beneath the Back Channel in the Port of Long Beach. Multiple reaming passes with successively larger cutting heads were performed along a 2,000-foot alignment to construct a 54-inch diameter bore hole. An 1,800-foot pipe string including two 20-inch fabricated steel water pipelines and a 16-inch fabricated steel gas pipeline were assembled in an active shipping terminal in the Port of Long Beach. The pipelines were bundled, pulled through the bore hole and connected to the land-side utilities during several complex outages. Provided engineering and construction management services including field inspection, review of progress payment requests, utility coordination, change management and claims mitigation.

ExxonMobil Recycled Water Service Laterals Project, West Basin Municipal Water District, Carson, CA. Project Manager. Served as the project manager for the ExxonMobil Recycled Water Service Laterals Project which included the design and construction of two 6-inch recycled water pipelines and flow meter assemblies to supply a retrofitted irrigation system at the ExxonMobil refinery in Torrance, California.

Hyperion Pump Station Improvements Project, West Basin Municipal Water District, Carson, CA. Project Manager. Served as the project manager for the Hyperion Pump Station Improvements Project, which includes the design and construction of a 40 million gallon per day (MGD) pump station to supply secondary effluent to West Basin's water recycling facility in El Segundo, CA. The project includes coordination with numerous project stakeholders, installation of new 800 horsepower vertical turbine pumps, installation of new medium-voltage electrical distribution equipment and variable frequency drives, installation of a new three megawatt emergency diesel generator and complex construction of new reinforced concrete wet wells including sheet pile installation and deep excavation in sandy soils with shallow groundwater. The projected was awarded the 2020 Regional Best Project Award in the Water/ Environment Category by Engineering News Record (ENR).

West Basin Municipal Water District, Inglewood Disinfection Station, Carson, CA. Project Manager. Served as the project manager for the Inglewood Disinfection Station Project which includes the design and construction of a chlorination facility to boost the chlorine residual in West Basin's tertiary treated recycled water distribution system for downstream users. The project includes the installation of a sodium hypochlorite feed system, construction of a metering vault with a magnetic flow meter and chemical injection system, construction of a concrete masonry unit (CMU) building and the installation of a new remote terminal unit (RTU) to facilitate remote monitoring and control of the facility.

# West Basin Municipal Water District, Ocean Water Desalination Demonstration Facility (OWDDF) Decommissioning Project, Carson,

**CA.** *Project Manager.* Served as the project manager for the Ocean Water Desalination Demonstration Facility Decommissioning Project. The project includes the decommissioning of West Basin's Ocean Water Desalination Demonstration Facility, salvage of the process equipment including ultrafiltration and reverse osmosis systems, coordination with regulatory agencies and the installation of new low-voltage electrical systems to restore electrical service to the site upon completion of the decommissioning efforts.

Hollywood Park Recycled Water Project, West Basin Municipal Water District, Carson, CA. Project Manager. Served as the project manager for the Hollywood Park Recycled Water Project which includes the construction of approximately 22,000 linear feet of recycled water pipeline to serve a mixed-use redevelopment project including the future home of the Los Angeles Rams. He was responsible for developing an inspection plan and providing quality control/quality assurance for the recycled water improvements that are to be constructed by a third-party developer and subsequently transferred to West Basin.

# Adam Donald PE, PACP, ITCP

### PROJECT ENGINEER

Adam is a NASSCO PACP and ITCP certified engineer specializing in wastewater design and planning projects with 8 years of experience. His experience includes rehabilitation design, master planning, cost and life-cycle analyses for sewer systems, and CIP development for projects throughout California and Oregon. Adam has served as Project Engineer for the past five years on the City of Santa Barbara's Annual Sewer Rehabilitation Program. His sewer main experience includes assessing infiltration and inflow (I/I) issues, conducting seismic risk assessments, trenchless design, and CIPP technologies. He brings a high attention of detail to his work and has assisted agencies in developing their standard specifications.



FY23 Sewer Main Rehabilitation Project, City of Santa Barbara, CA. Project Manager/Project Engineer. Project includes evaluating 2.3 miles of gravity sewer main ranging from 6" to 18" in diameter and preparing construction documents. Rehabilitation strategies included dig and replace, trenchless rehabilitation through CIPP, point repairs, rehabilitation of manholes, and replacement of cleanouts with new manholes. Prepared technical specifications and engineer's opinion of probable construction cost. Reviewed the exhibits prepared by the City and provided input on rehabilitation strategy. Provided engineering services during construction including submittal review, response to requests for information, CCTV review and tracking of all work completed.

FY22 Sewer Main Rehabilitation Project, City of Santa Barbara, CA. Project Engineer. Project includes evaluating 2.4 miles of gravity sewer main ranging from 6" to 16" in diameter and preparing construction documents. Rehabilitation strategies included dig and replace, trenchless rehabilitation through CIPP or spiral wound PVC pipe liner, point repairs, rehabilitation of manholes, and replacement of cleanouts with new manholes. Prepared technical specifications and engineer's opinion of probable construction cost. Reviewed the exhibits prepared by the City and provided input on rehabilitation strategy. Provided engineering services during construction including submittal review, response to requests for intermets an itary Districe wand tracking of all work Regular Board Meeting June 19, 2024

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FY 20 Sewer Main Rehabilitation Project, City of Santa Barbara, CA. Project Engineer. Project includes evaluating 3.5 miles of gravity sewer main, recommending rehabilitation strategies for each segment, and preparing construction documents. Rehabilitation strategies included dig and replace, trenchless rehabilitation through CIPP or spiral wound PVC pipe liner, point repairs, rehabilitation of manholes, and replacement of cleanouts with new manholes. Prepared the technical specifications and engineer's opinion of probable construction cost and reviewed design plans. Assisted the City during the bidding phase by preparing addenda and evaluating products. Assisted the City during Construction by evaluating pre-lining CCTV videos.

FY 18 Sewer Main Rehabilitation Project, City of Santa Barbara, CA. Project Engineer. Project includes evaluating 4.2 miles of gravity sewer main, recommending rehabilitation strategies for each segment, and preparing construction documents. Rehabilitation strategies included dig and replace, trenchless rehabilitation through CIPP or spiral wound PVC pipe liner, point repairs, rehabilitation of manholes, and replacement of cleanouts with new manholes. Prepared the technical specifications and engineer's opinion of probable construction cost, assisted the City during the bidding phase by preparing addenda and evaluating products, and assisted the City during Construction by evaluating pre-lining CCTV videos.





### **EDUCATION**

MS, Civil and Environmental Engineering, Stanford University

BS, Environmental Engineering, California Polytechnic State University, San Luis Obispo

# PROFESSIONAL REGISTRATIONS

Professional Engineer – Civil, Oregon, No. 95325

Professional Engineer – Civil, California, No. 89089

Professional Engineer – Civil, Washington, No. 57893

PACP/MACP/LACP – Certificate U-0520-70309436

ITCP CIPP - Certificate C0045390-122023ITCP

ITCP Manhole Rehabilitation -Certificate M0048320-062024

"I'm passionate about helping our clients meet the needs of their communities through tailored, best-fit solutions."

Adam Donald

# Adam Donald PE continued...

Sewer Lining and Manhole Rehabilitation, San Miguel Community
Services District, CA. Project Engineer. San Miguel CSD received funding
from the Clean Water State Revolving Fund (CWSRF) to evaluate and
improve their collection system. WSC prepared contract documents to
procure an inspection contractor to perform CCTV inspection of their 87
vitrified clay sewer mains and inspections of 79 of their manholes. After
receiving the inspection data, we prepared a condition assessment report
prioritizing the sewer mains and manholes and recommending a subset for
rehabilitation. Next steps include preparing a preliminary engineering report
in compliance with Project Report requirements of the CWSRF program
and preparing design plans and specifications for the rehabilitation work.

Unit W Wastewater Pipe and Maintenance Access Hole Lining, City of Thousand Oaks, CA. Project Engineer. Project consisted of rehabilitation of 1.6 miles of 8", 10", 21", 24", and 27" wastewater mains and 326 vertical feet of maintenance access holes near the 101 Freeway using CIPP and Spiralwound PVC. Special attention was required for traffic control as much of the larger diameter pipe was located within one of the City's busiest intersections. During design, provided technical review for the City's plans, technical specifications, and cost opinion to help the City augment their deliverable for larger diameter pipelines and the significant traffic control and bypass needs. Also, reviewed CCTV video to confirm appropriate rehabilitation strategy and identify any areas with defects that need to be addressed prior to lining. Provided engineering services during construction including submittal review, field testing review, CCTV review, and answering requests for information.

Creek Crossing Project, Sacramento Area Sewer District, CA. Engineering Support. WSC oversaw an alternatives evaluation for mitigating the risks of 12 exposed sewer crossings of creeks across the County service area. WSC designed, provided permitting support, and assisted in construction of the creek crossing repairs of gravity sewers which included obtaining necessary easements, U.S. Army Corp of Engineers and Regional Water Quality Control Board Section 404/401 permits, and California Department of Fish and Wildlife Lake and Streambed Alteration Agreements. Sizes ranged from 4-inch to 48-inch sewers. Repairs and replacements will include protections in place from ongoing erosion within the creek, additional structural protections for aerial crossings, and CIPP linings. Several locations were designed as aerial crossings using drilled piers.

Auburn Ravine Force Main Replacement, Placer County, CA. Engineering Support. Evaluation of alternatives to address condition deficiencies

within the 12-inch diameter, 6,500 foot long asbestos cement pipeline. Alternatives included rerouting the pipeline, rehabilitation in replace, or installation of a parallel pipeline. Designed a parallel pipeline that included the installation of a permanent bypass into the neighboring City of Auburn collection system, allowing significant cost savings by reusing the existing alignment in sections to avoid hard rock removal. A variance from separation requirements with potable water utilities was obtained from the Division of Drinking Water through the use of DR1714-inch diameter butt-fusion welded HDPE pipe with a pressure rating exceeding the project requirements. Utility location was critical within the narrow corridor, and both ground penetrating radar, electromagnetic sounding, and hydraulic potholing were used to positively locate utilities along the alignment. Montecito Sanitary District alignment Regular Board Weeting June 19, 2024

required to avoid an environmentally sensitive Auburn Ravine creek, and required a Lake and Streambed Alteration Agreement. Supported the development of a CEQA Initial Study and declaration of Mitigated Negative Declaration. Coordination with Caltrans was required for connection to existing pipelines within the Highway 49 right-of-way.

# Conejo North Waterline Rehabilitation, City of Thousand Oaks, CA.

Engineering Support. The project included rehabilitation of nearly 1,230 linear feet (LF) of welded steel pipe with cured-in-place pipeline (CIPP) and replacement of over 100 LF of pipeline with new 12-inch concrete mortar lined and coated welded steel pipe. The use of CIPP in this segment of the water infrastructure provides a solution to a site with unique land use and physical constraints. Supported the project by preparing technical specifications related to the rehabilitation of the pipeline with CIPP and preparing and opinion of probable construction cost.

# Sewer Manhole Rehabilitation, City of Camarillo, CA. Engineering

Support. Prepared specifications for the rehabilitation of over 200 sewer manholes within the City of Camarillo. Rehabilitation generally included polyurethane coating of 4-ft and 5-ft concrete and brick manholes, reconfiguring the channel, crack repair, and replacement of manhole lids.

Toro Creek Bridge Replacement Pipeline Improvements, Cayucos, CA.

Engineering Support. Prepared carrier system loading calculations, technical specifications, cost estimates, and permitting documents for a phased design accommodating a CA state highway bridge replacement for the Cayucos Sanitary District, which currently supports a sanitary force main crossing. The project includes multiple design packages that will implement transition from a dual force main system to a single plant effluent pipeline in coordination with ongoing sanitary system projects; installation of a temporary utility bridge to provide a bypass during bridge construction; permanent pipeline and carrier system; and implementation of corrosion control measures. Supported the project by preparing technical specifications for the design of the force main.

# Desal Link CCTV Review, City of Santa Barbara, CA. Project Engineer.

Performed CCTV review on behalf of the City for sewer mains, sewer laterals, and storm drains that the 24" Desal Link pipeline crosses or runs parallel to. Work consisted of reviewing pre-construction CCTV for the sewer mains, laterals, and storm drains to document the existing condition of the assets and performing post-construction CCTV review of the same assets to document if any damage occurred as a result of the pipeline installation. Technical memos were prepared to document shortcomings in the CCTV data submittals and to document any areas with damage warranting repairs.

**2021 Sanitary Sewer Master Plan, Oak Lodge Water Services, Oak Grove, OR.** *Project Engineer.* Utilizing the District's GIS data, WSC developed an all-pipes collection system hydraulic model to evaluate the City's collection system for capacity deficiencies. Performed flow monitoring and smoke testing to evaluate wet weather flows for model calibration and identify sewer basins with high infiltration and inflow (I/I). Work included the evaluation of existing and future flows, development of an I/I reduction strategy, identification capacity deficient pipes, an evaluation of pump station capacity, and an evaluation of collection system condition based on PACP scores.

# Joshua Reynolds PE

### PRINCIPAL IN CHARGE

Josh is a Principal Engineer with 24 years' expertise in the construction, planning, and design of wastewater infrastructure. His particular areas of focus include the planning, design, and construction of trunk sanitary sewers up to 36-inches in diameter and sewer pump stations ranging in capacities of 1 mgd to 10 mgd. His experience allows him to identify and analyze initial project concepts and monitor construction of the project through project completion. As Principal for this project, he will bring knowledge of your unique challenges and opportunities coupled with local experience and expertise delivering similar sewer main projects.



# Wastewater Collection System Hydraulic Modeling Services, City of Santa Barbara, CA.

QA/QC. Prepared and updated collection system hydraulic model to assist the City in complying with its Consent Decree with the Santa Barbara Channel Keeper and to plan future CIP projects. Utilized updated GIS data to develop an all pipes collection system hydraulic model to replace the City's existing skeletonized model. Developed spatially allocated average daily sewer flow estimates through an analysis of winter water demands and developed wet weather flow estimates by analyzing storm events and corresponding wastewater flows. Utilized the hydraulic model to identify capacity-constrained pipelines under the current and future sewer flow scenarios and to develop list of necessary capital projects. Performing on-going model maintenance and as-needed model updates.

# Final Design of Water and Sewer Extensions to the Airport Area, City of Paso Robles, CA. Project

Manager. Completed final designs for the expansion of recycled water, wastewater, and potable water services in the area around the Paso Robles Airport. WSC designed approximately 8,190 LF of 8-,10-, and 12-inch PVC SDR 35 gravity sewer main, 3,500 LF of 6-inch PVC DR-14 sewer forcemain, 4,800 LF of 16-inch ductile iron recycled water main, and 7,650 LF of 16-inch ductile iron and 12-inch PVC C900 water main. This project included the design of a new duplex submersible pump lift station with 20 hp pumps operating at 275 gpm each to replace the existing Lift Station. Also provided engineering seniters during construction.

Regular Board Meeting June 19, 2024 Page 252 of 311 River Road Sewer Upgrade, City of Paso Robles, CA. Project Manager/ Resident Engineer.

Acted as resident engineer for replacement of the existing sewer with a 30-inch VCP and a 36-inch PVC gravity sewer interceptor. The project was 9,300 LF with sewer depth ranging from 3-ft of cover to 15-ft of cover. As part of the project the City opted to reconstruct River Road with a full depth pavement and base repair. Services provided as resident engineer included: work observation and documentation; change order management; submittal review; contract administration; and pay request review.

Casino Expansion, Santa Ynez Band of Chumash Indians, Santa Ynez, CA. Project Engineer. Design and preparation of construction documents for all on and off-site water and waste water facility improvements. The project included a 190,000 SF casino complex with 105-room hotel and parking structures. Project responsibilities included: analysis of the existing sewage collection system capacity to serve the casino expansion including recommendations for improvements to meet the needs of the proposed casino and hotel; design of 12-in and 8-in diameter gravity sewer pipeline improvements; design of two sewage lift stations, one a duplex grinder station, the other a solids handling duplex station capable of 600-gpm; design of a 700 LF, 4-inch diameter sewer force main.

Sewage Force Main and Lift Station Project, Los Robles Mobile Home Estates, Templeton, CA.

Project Manager/Project Engineer. Designed and prepared construction documents for a duplex submersible sewage lift station and 700 LF of





### **EDUCATION**

MS, Civil and Environmental Engineering, Cal Poly San Luis Obispo, CA

BS, Civil Engineering, California Polytechnic University, San Luis Obispo, CA

# PROFESSIONAL REGISTRATIONS

Professional Engineer - Civil, California, No. C65400

Professional Engineer – Civil, Oregon, No. 92927

Professional Engineer – Civil, Washington, No. 57917

"I am grateful that I have the life-long opportunity to apply thoughtful and creative solutions to problems big and small that support the health and well-being of the clients and communities I serve."



#### Josh Reynolds MS, PE continued...

4-inch diameter sewage force main. The lift station is designed to pump an average daily flow of 31,000 GPD and is capable of pumping a peak flow of 150 GPM. The project included obtaining construction permits from the State Department of Housing and Community Development, and construction observation and administration.

South Orinda Sewer Improvements, Central Contra Costa Sanitary District, Orinda, CA. Construction Inspector. Provided Construction Observation and Inspection services for construction of \$4.5 million dollar sewer improvement project. The sewer improvements including construction of approximately 8,000 LF of 36-inch diameter reinforced concrete pipe trunk line installed by microtunneling, in addition to upgrades/repairs of surrounding sewer mains. Duties included daily construction observation; review of change orders; review of time and materials billing; and inspection of RCP joints, linings, and manholes.

Crown Terrace Sewer Replacement, City of Arroyo Grande, CA. QA/QC. Prepared design plans and technical specifications for 240 LF of 6-inch gravity sewer. The new pipeline located in street right-of-way replaced the existing 6-inch which was aging. Prepared a sewer bypass pumping plan to assure customers maintained service during construction.

North Rena Street Sewer Design, City of Arroyo Grande, CA. Project Manager. Prepared design plans and coordinated with the City to prepare the front end documents and technical specifications for 380 LF 8-inch SDR 35 PVC gravity sewer main. Prior to the design phase, WSC prepared an alternatives analysis to re-route the gravity sewer pipeline to allow a Police Department expansion project to proceed. WSC determined re-routing the pipeline was feasible and provided a conceptual schematic and detailed cost estimate.

Water Reclamation Facility Upgrade, Heritage Ranch Community Services District, Paso Robles, CA. Project Manager. Providing design services for upgrading the District's Water Reclamation Facility (WRF) for compliance with National Pollutant Discharge Elimination System (NPDES) requirements and a Time Schedule Order (TSO) for copper, un-ionized ammonia, and nitrate effluent limits. The project replaces the District's secondary wastewater treatment pond system with a new membrane bioreactor (MBR) system. Critical project elements include selecting the optimal site configuration and process options; procuring equipment quickly, competitively, and cost effectively; efficiently navigating environmental and permitting requirements; providing accurate cost estimating; integrating lifecycle costs; and assisting in meeting United States Department of Agriculture (USDA) requirements and identifying other funding/financing opportunities.

#### Sewer Master Plan Update, City of Solvang, Solvang, CA. Project

Manager. Preparing an update to the City's existing wastewater system master plan. Utilizing the City's GIS data to develop an all-pipes collection system hydraulic model to evaluate the City's collection system for capacity deficiencies. Work includes development of loading based on land use data, flow monitoring for use in model calibration, determination of capacity driven projects, a lift station condition assessment, and pipe age analysis for condition-based improvements. Based on the findings of the Work, a capital increase same and provided the developed.

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# Alternatives Analysis for Water Reclamation Facility Improvements and Upgrades, City of Atascadero, Atascadero, CA. Project Manager.

Led the development of an alternatives analysis for the City of Atascadero's WRF to determine what the City needed to do to keep the treatment facility in compliance with current and future regulations. Assisted the City in gaining a better understanding of the effluent limits that will apply to the WRF. To do so, led discussions with the Regional Board about the WRF's permit regarding enrollment in the General Order. The alternatives analysis established effluent limit targets, update WRF flows and loads, and create two alternatives for further economic and non-economic evaluations.

Wastewater Master Plan Update & Treatment Alternatives, Camarillo Sanitary District, Camarillo, CA. Project Manager. Preparing a wastewater plan to evaluate the District's collections system and water reclamation plant. The collections system evaluation consists of developing land-use based loading factors, an all-pipes collection system hydraulic model to identify capacity constrained pipes, pump station evaluations, and a pipe age analysis for determining a long-term pipe replacement strategy. The water reclamation plant evaluation consists of a regulatory review, a site planning study, wastewater characterization, liquid streams and solids stream analysis, condition assessment, and development of treatment alternatives to meet future regulations. A capital improvement plan is being developed to incorporate the recommended projects.

Wastewater Treatment and Collection System Analysis, GHD/
Atascadero State Hospital, Atascadero, CA. Project Manager. Josh is
leading WSC's team which is supporting the evaluating the Hospital's
wastewater treatment facility and collection system. The wastewater
study establishes a plan to address the changes in regulation and
deficiencies of the entire wastewater system. WSC's main focus
was evaluating the collection system which consisted of CCTV
inspection of sewer piping to inform the overall health of each pipeline.
The evaluation also determined if there was sufficient capacity to
accommodate an 250-bed expansion of the facility. WSC supported
the alternatives evaluation for the wastewater treatment plant, which
was based on treatment and regulatory requirements, costs, and
beneficial reuse. The study resulted in a CIP plan that will allow the
hospital to plan necessary improvements appropriately.

Wastewater Treatment Plant Improvements, Camarillo Sanitary District, Camarillo, CA. Project Manager. Josh is leading several upgrades to the District's wastewater treatment plant including design, project management, construction administration, and construction observation. The projects include upgrades to the Plant 3 Aeration Basins, Digester Cleaning and Rehabilitation, and Blower Optimization and Upgrade for Plant 1 Aeration Basins. The Plant 3 Aeration Basin upgrades are a rehabilitation project to correct failing baffle walls on the interior of each aeration basin. The Digester Cleaning and Rehabilitation project is a rehabilitation and inspection project to clean and evaluate two digesters which are more than 60 years old and near the end of their useful life. The Blower Optimization Project will replace the blowers and blower controls in order to improve system operations and efficiency.

# Jon Ganz PE, BCEE, PMP

#### **TECHNICAL ADVISOR & QA/QC**

Jon Ganz has 27 years of experience in the design, construction, and rehabilitation of both wastewater and water treatment and conveyance facilities. He excels in leading multidisciplinary design teams to deliver complex projects within active, operating water and wastewater facilities. He has managed capital improvements projects with a total estimated construction cost of over \$2 billion. In addition, he has provided field construction management for the construction and rehabilitation of conveyance and treatment facilities and supervised engineering and maintenance programs totaling over \$30 million annually to support the operation of a large wastewater collection system.

#### REPRESENTATIVE PROJECTS

# Wastewater Collection System Engineering and Maintenance Programs, LACSD, CA.

Program Manager. Jon managed engineering and maintenance programs totaling over \$30 million annually to support operation and maintenance of LACSD's wastewater collection system (> 1,000-miles ). The engineering program included chemical addition for sulfide control, crown spray for corrosion control, closed-circuit television (CCTV) inspection, flow monitoring, evaluation of coating/liner systems, and facility capital upgrades at two maintenance yards. The maintenance program included coordination of capital improvements projects to repair /rehabilitate sewers and upgrade pumping plants, contract cleaning and root control services for preventive maintenance, and preparation of emergency response procedures and training manuals. Served as first-responder for emergencies associated with the collection system, including sewer collapses, pumping plant failures and sanitary sewer overflows.

#### PCCP Rehabilitation Project, Allen-McColloch Pipeline, Metropolitan Water District of Southern California (MWD), Los Angeles, CA. Project

Manager. Jon managed the preliminary design of this approximately \$40-million project to rehabilitate approximately 50,000-feet of 54- to 78-inch diameter prestressed concrete cylinder pipe using sliplining methods, all within the Cities of Irvine, Lake Forest and Mission Viejo.

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# Construction/Rehabilitation of Various Wastewater Treatment and Conveyance Facilities, LACSD,

**CA.** Field Engineer. Jon managed over \$45 million of construction contracts for the construction and rehabilitation of wastewater treatment and conveyance facilities. Responsibilities included interfacing with contractors, design staff, operations staff, and third-party agencies; supervising staff of inspectors to ensure high-quality work; preparing written responses to contractors' letters, RF!s and submittals; reviewing contractors' monthly CPM schedules, estimating work quantities, and processing monthly payment requests; and evaluating claims for extra work and delay, then recommending acceptance or rejection of change orders. Most notable projects included:

- San Jose Creek Water Reclamation Plant Nitrification/Denitrification Facilities (\$10 million)
- San Jose Creek Water Reclamation Plant Primary Skimmer Equipment Replacement (\$2 million)
- Joint Outfall "H" Unit 1A Trunk Sewer Replacement, Sections 1 and 2 (\$18 million)
- Joint Outfall "H" Unit 1B Trunk Sewer Replacement, Section 1 (\$9 million)

# TOS SN-91A Structural Condition Assessment of North Outfall Sewer - Phase 2, LASAN, CA.

Project Manager. Jon managed efforts to assess the condition of more than 23 miles of circular and semi-elliptical sewers ranging from 30 to 60 inches in diameter. Inspections are being performed using robotically operated and controlled platforms equipped with High-Definition CCTV, sonar





#### **EDUCATION**

MS, Environmental Engineering and Science, Stanford University

BS, Civil Engineering, Stanford University

# PROFESSIONAL REGISTRATIONS

 $\begin{array}{l} \textbf{Professional Engineer} - \textbf{Civil}, \textbf{California}, \\ \textbf{No.} \ \textbf{58474} \end{array}$ 

**Board Certified Environmental Engineer** 

Project Management Professional

#### Ion Ganz PE, BCEE, PMP continued...

profiling and 30 laser imaging. Efforts include review of inspection data to ensure compliance with quality assurance and quality control program and preparation and delivery of engineering reports summarizing inspection findings.

Condition Assessment & Maintenance Optimization of Collection System Assets, IEUA, Chino, CA. Project Manager. Jon managed the development and implementation of plans for assessing the condition of 40+ large diameter sewer siphons (up to 48" diameter) and hundreds of manholes on IEUA's brine and sanitary sewer systems. His collaborative approach with IEUA laid the groundwork early on for 12 months of intense fieldwork, the ongoing evaluation of collection system maintenance practices, and the optimization of the maintenance program. Flow monitoring was conducted on 13 IEUA sewer siphons to obtain accurate flow data to properly size bypass pumping systems for siphon cleaning and inspection activities.

#### TOS SN-71A Structural Condition Assessment of North Outfall Sewer

- Phase 1, LASAN, CA. Project Manager. Jon managed efforts to assess the condition of more than 9 miles of circular and semi-elliptical sewers ranging from 30 to 60 inches in diameter. Inspections were performed using robotically operated and controlled platforms equipped with High-Definition CCTV, sonar profiling and 30 laser imaging. Efforts included review of inspection data to ensure compliance with quality assurance and quality control program and preparation and delivery of engineering reports summarizing inspection findings.

#### District 5 Interceptor Trunk Sewer, Section 2A Rehabilitation, LACSD,

**CA.** *Project Manager.* Jon managed design and engineering support during construction of this project to rehabilitate approximately 9,000-feet of 57-, 63- and 66- inch concrete pipe using both sliplining and cured-in-place pipe methods, all within private and public right-of-way within the City of Los Angeles. A unique aspect of this project was the removal and disposal of DDT-contaminated sediment from the sewer prior to rehabilitation.

#### Joint Outfall "A" Unit 6 Trunk Sewer Rehabilitation, LACSD, CA.

**Project Manager.** Jon managed preliminary and final design of this project to rehabilitate approximately 10,400-feet of 63-inch semi-elliptical clay-tile lined concrete pipe using sliplining methods, all within private and public right-of-way within the City of Long Beach. A unique aspect of this project was the use of semi-elliptical fiberglass reinforced polymer mortar pipe liner to rehabilitate the host pipe.

#### Joint Outfall "A" Unit 9 Trunk Sewer Rehabilitation, LACSD, CA. Project

Manager. Jon managed design and engineering support during construction of this multi-phased project to rehabilitate approximately 12,000-feet of 39-inch clay-tile lined concrete pipe using both sliplining and cured-in-place pipe methods, all within public right-of-way within the Cities of South Gate and Bell Gardens.

#### Joint Outfall "C" Unit 1 Relief Trunk Sewer, Phase II, LACSD, CA.

**Project Manager.** Jon managed design and engineering support during construction of this \$30-million project to construct approximately 7, 700-feet of 90-inch rubber gasketed reinforced concrete pipe using

tunneling methods, all within private property and public right-of-way within the Cities of Carson and Los Angeles. This project included tunneling beneath three railroad crossings and through two oil refineries. Due to the potential gassy conditions posed by the oil refinery properties, the tunnel equipment and methods were required to comply with Class 1, Division 1 hazardous classification requirements.

#### Joint Outfall "G" Unit 9 Trunk Sewer Rehabilitation, LACSD, CA.

**Project Manager.** Jon managed design and engineering support during construction of this multi-phased project to rehabilitate approximately 16,000-feet of 33-inch clay-tile lined concrete pipe using sliplining methods, all within public right-of-way within the City of Long Beach.

#### Urgent Relining of Allen-McColloch Pipeline, MWD, Los Angeles, CA.

Project Manager. Jon managed final design and engineering support during construction of this accelerated project to rehabilitate approximately 1,200-feet of 78- inch diameter prestressed concrete cylinder pipe using sliplining methods, all within private property in the City of Irvine. Design was completed within two months to meet the Agency's aggressive timeline and allow material procurement in advance of a scheduled shutdown window.

San Jacinto Valley Raw Water Conveyance Facilities, Eastern Municipal Water District, CA. Project Manager. Jon managed the hydraulic modeling, alternatives analysis and preliminary design for approximately 23,000-feet of 60-inch diameter welded steel pipe to convey raw water from the Metropolitan Water District's Inland Feeder to proposed groundwater recharge facilities, all within the Cities of Hemet and San Jacinto.

#### Joint Water Pollution Control Plant Effluent Outfall Tunnel, LACSD,

**CA.** *Project Manager.* Jon managed design of this \$550-million project to construct approximately 7 miles of 18-feet tunnel from the City of Carson to San Pedro.

#### Civic Center Wastewater Treatment Facility-Phase 1, City of Malibu, CA.

Project Manager. Jon managed engineering support during the construction of this \$44-million project that included a centralized wastewater collection and treatment system, recycled water distribution system, and injection wells for management of treated effluent. Engineering services included responding to RF!s, reviewing shop drawings, evaluating claims for extra work and delays, development of an integrated SCADA system for the proposed facilities, and field support for injection well drilling activities and final design of wells and wellheads.

#### Palmdale Water Reclamation Plant Stage Five - Phase I Plant Expansion,

**LACSD, CA.** *Project Manager.* Jon managed design and engineering support during construction of this project to enhance an existing 15-MGD secondary treatment plant with aerated oxidation ponds to a tertiary treatment plant with activated sludge process, chlorination facilities, dewatering facilities, digesters, storage reservoirs, effluent pumping facilities and 14-mile transmission line. This \$170-million project was completed on time to comply with regulatory requirements and with a change order rate ofless than 2 percent.





# MONTECITO SANITARY DISTRICT STAFF REPORT – 3Q

**DATE:** June 19, 2024

**TO:** Board of Directors

**FROM:** John Weigold, General Manager

**SUBJECT:** Emergency Bypass Pumper Purchase

#### RECOMMENDATION

It is recommended that the Board:

i) Authorize the General Manager to approve a purchase order with Rain For Rent. in the amount of \$50,772.26 for the purchase of a DV100C LD Pump.

#### **BACKGROUND**

This bypass pumper is in the current FY2023/2024 budget and is being brought to the Board for purchase approval as the cost is over \$50,000. The District currently owns multiple bypass pumps and is looking to augment its inventory by purchasing an additional emergency bypass pumper. This equipment is essential for ensuring uninterrupted operations during emergencies and will significantly enhance our capacity to handle unexpected disruptions in our wastewater system. It allows staff to quickly redirect flow and maintain operations under adverse conditions or while performing preventative maintenance without reliance on outside assistance. This equipment is mobile and is utilized around the treatment plant as well as the collection system. A bypass pumper has been used in the recent past during heavy rain events to augment the WWTP inflow pumps as well as for emergency and normal field work, such as the emergency at the Channel Drive lift station last year.

Over the past ten months the District's Collection and Maintenance staff researched various options, met with numerous vendors, participated in demonstrations, and consulted with other agencies. Staff concluded that a Rain For Rent DV100C LD Pump would best fit the current needs of the District.

Rain for Rent is a reputable supplier known for its high-quality liquid handling solutions, including pumps, tanks, and filtration systems. The acquisition of this emergency bypass pump is a strategic investment that aligns with our commitment to operational excellence and regulatory compliance.

#### FINANCIAL IMPACT

This equipment purchase was budgeted for in the Fiscal Year 2023/2024 Capital Improvement Program budget and will roll forward into Fiscal Year 2024/2025 when delivery is expected.

#### **ATTACHMENTS**

- 1. Rain For Rent Quote
- 2. Xylem Quote
- 3. DXP Quote



Rain For Rent
333 South 12th St
Santa Paula, CA, 93060
805-525-3306
rainforrent.com
bcarey@rainforrent.com

MONTECITO SANITARY DISTRICT

Account: 108490

1042 MONTE CRISTO LANE MONTECITO, CA, 93108

Bryce Swetek 805-205-3034

bswetek@montsan.org

Dear Bryce Swetek,

Thank you for your inquiry. As requested, please find attached our proposal 1039-IND-2121222 for Pump Sale. We value this opportunity to provide a solution for your liquid handling need and we are committed to partnering with you to ensure your project's safe execution and completion.

To convert this proposal into a confirmed order WITHOUT ANY CHANGES, please click the "Start Signing" button to begin the electronic signature process.

If you would like to CHANGE anything in this proposal or discuss anything further, please call Brett Carey at 805-525-3306.

Thank you, and I look forward to working with you.

Regards,

Brett Carey bcarey@rainforrent.com Mobile: 805-256-5206 Branch: 805-525-3306 333 South 12th St Santa Paula, CA, 93060



# **Rain For Rent**Sales Rep: Brett Carey

MONTECITO SANITARY DISTRICT

Account: 108490

Proposal: **1039-IND-2121222** 

Project Name	Pump Sale	Jobsite	Pump Sale
Date Prepared	6/5/2024	Est. Delivery Date	5/24/2024
Prevailing Wage	No	Est. Completion Date	5/24/2024

#### **Project Location**

1042 Monte Cristo Ln, Montecito, CA 93108 Montecito, CA

#### **Project Description and Overview**

#### **PROJECT OVERVIEW**

Quote for Sale of DV100C LD Pump. Sales tax included on quote.

#### STATEMENT OF WORK

#### **RFR Responsibilities & Scope of Work**

Sales quote is for (1) DV100C LD diesel powered centrifugal pump.

Due to the multitude of economic factors, materials, labor, hauling and freight are currently in a period of above average volatility. If, during the performance of work, the price of materials, labor, hauling or freight increases by 5% or greater through no fault of Rain for Rent, the contract price shall be equitably adjusted by an amount reasonably necessary to cover any such price increases. Equipment subject to availability at time of project.

Sales tax included on quote.

#### **Reference Materials**

Customer looking for a new pump comparable to existing customer owned DV100C pump.

#### **Operating Parameters**

**Equipment Type: Pump** 

Condition: New

Premier Pump and Power model DV100cLD-RP-3TNV88F-T45, trailer mounted, end suction centrifugal, vacuum assisted pump. Unit consists of 50 CFM vacuum pump, heavy duty flapper-type check valve, Tungsten vs. Silicon Carbide seal with rundry feature.

- Pump Construction All Iron
- Suction 4" Discharge 4"
- Impeller Diameter 8.25" with 3" solids handling.
- Impeller Material All Iron
- Tier 4 Final Diesel Engine Yanmar model 3TNV88F rated at 24.4HP @ 2200 RPM.
- Panel Controls Inc w/ autostart.
- Frame Powder coated steel trailer, 45 gallon fuel capacity, with lifting frame. Single axle, fenders, jack stands, DOT lights, electric brakes.

#### **Customer Responsibilities**

It is the customer's responsibility to inform RFR about prevailing wage at time of proposal. If RFR is informed after the quote is issued that certified payroll is required, quote will be subject to additional charges.

#### Jobsite:

Customer is responsible for:

- 1. Informing RFR of any jobsite or general requirement(s) to perform work on location.
- 2. Securing permits, fees, bonding, right of ways, vehicular/pedestrian traffic control, and security.
- 3. Providing safe, secure access and egress to an adequate staging area throughout the job which could include brush clearing, grading, and removal or replacement of any landscape or hardscape in the temporary right of way for the equipment.
- 4. Any damagatee to samulary notice the samulary notice that the caused by the installation, removal,

MONTECITO SANITARY DISTRICT Account: 108490

Proposal: **1039-IND-2121222** 

construction, pulling or dragging of equipment, or operation of the equipment that would require site restoration or environmental countermeasures.

5. Any excavation, saw cutting, trench plating for the purpose of road crossings, backfilling, restoration, modification, or alteration of any permanent structure or site element including changes to pump pad preparation, suction, or discharge chambers during duration of job (including installation and removal).

#### System:

- 1. Customer will provide dedicated equipment with operator and fuel to perform all needed unloading, testing, operations, maintenance, cleaning, relocating and reloading of provided equipment/system.
- 2. If installation provided by RFR and Customer is operating system, this Transfer of Operation form will need to be reviewed and signed by both parties upon completion of setup. (sample form only): https://rainforrentcorp.box.com/v/systemtransferoperation
- 3. Customer will provide fueling.
- 4. Customer will provide preventative maintenance as recommended by manufacturer or per the Rental Agreement. https://rainforrentcorp.box.com/v/pumpmaintenance
- 5. Customer will supply all needed water for the commissioning, startup, and system testing. Project-specific criteria for hydrotesting can be provided at an additional charge.
- 6. By accepting this quotation, the customer has acknowledged that the equipment proposed herein is suitable for its intended application and accepts all liabilities associated with its use. Customer is responsible for compliance with appropriate liquid/material quality standards, regulations, and testing protocols to meet all federal, state, local and job location specific requirements. Customer is responsible for all waste materials associated with this equipment/system.

#### **Customer is responsible for:**

- 1. Any work in confined spaces.
- 2. Protecting system from damage including any freeze protection necessary to safeguard equipment from damage. Should equipment become frozen and damaged, customer is responsible for repair of equipment. RFR can provide necessary freeze protection at an additional charge per executed change order. Equipment stays on rent until it can be returned.
- 3. Using equipment in a safe and proper manner in accordance with manufacturers' recommendations, regulatory standards, and industry best practices. Improper usage may cause equipment/system failure, damage, possible incidents, injuries, and spills.

#### **Project Scheduling & Billing**

This quote is valid for 30 days. Estimated lead time are 8-12 weeks upon approved order.

Customer acknowledges that availability of equipment/system and/or media will be confirmed at time of order. Additional freight charges may apply subject to mutually agreed upon change order.

#### Billing

Any re-rented equipment may be billed according to the third party's billing period. All billing subject to our standard terms and conditions in the rental agreement.

A minimum 2 hour charge will be assessed in the event the crew is at site and weather forces cancellation of work for remainder of day. Final depository amounts, payment terms, and any interim payment requirements will be at the discretion of Seller upon acceptance of order. All sales are final upon RFR's acceptance of the order. Sales may be subject to lead time from manufacturer.

Inbound freight from the manufacture will be added to the invoice and are the responsibility of the customer. Due to volatility in the logistics market, final freight costs can only be provided at the time equipment is ready to ship. If customer requires an estimate, please contact your sales representative.

All prices do not include and are subject to all applicable taxes.

Rain for Rent's standard hours of operation are 7:30am – 4:00pm Monday – Friday. Time outside of normal business hours will be billed at 1.5x the base rate for Transportation and Service

#### Safety

Each employee is expected to adhere to the RFR Environmental, Health and Safety programs, which will protect the environment, the health and safety of the customer, employees, and others. RFR asks for your full cooperation to succeed in this expected outcome.



#### Rain For Rent Sales Rep: Brett Carey

MONTECITO SANITARY DISTRICT Account: 108490

Proposal: <b>1039-IND-21212</b>	22
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SALE	TEMS					
Qty	Units	Item	Description		Unit Price	Extension
1	EACH	M-NPN	DV100C LD Pump		\$46,687.14	\$46,687.14
1	EACH	M-NPN	Taxes		\$4,085.12	\$4,085.12
	•		Sal	le Subtotal		\$50,772.26

		450 0
Estimated Sale Total		\$50,772.2
	GRAND TOTAL	\$50,772.2
	-Estimated costs do not include taxes	
	-Recurring rental project costs will be on a cycle/wee	k/day basis+ tax
Customer Name	Customer Signature	Date
	Customer Signature	Date
Customer Name  Proposal Acknowledgement  By signing this proposal, customer represents that he/she is also agreeing to the grand total amount listed above, Purchase Order number to process and submit payment,	e has read and agreed to both the Statement of Work and plus any recommended optional items if accepted and	d Quote Agreement sections, an d initialed. If customer requires

Created Date: 5/9/2024



# **Rain For Rent**Sales Rep: Brett Carey

MONTECITO SANITARY DISTRICT Account: 108490

Proposal: **1039-IND-2121222** 

#### **Quote Agreement**

If Customer has entered into a Master Service Agreement with Rain for Rent and there is a conflict between these terms and conditions of this Quotation Agreement and the Customer's Master Service Agreement, then the terms and conditions in the Customer's Master Service Agreement signed by Rain for Rent will prevail. Availability of products and services is subject to change without notice. Payment terms are net 30 days from invoice date. Interest at the rate of 18% per year shall be charged on any past due invoice. A Fuel Surcharge will be calculated and invoiced based on the diesel fuel price as published by the Department of Energy on https://www.eia.gov/petroleum/gasdiesel An Environmental Recovery Fee shall apply to all rental charges invoiced for the duration of the rental pursuant to this quote/Estimate to help offset direct and indirect costs associated with regulatory compliance, obtaining permits, and obtaining licenses. California Air Quality Fee will be added to the cost of diesel pumps used in California only. This is a State mandated fee. Customer is prohibited from deducting retention from Rain for Rent invoices and charging Rain for Rent liquidated damages. Customer is responsible for flushing and cleaning tanks, roll off boxes, pipelines, pumps, filters and other Rain for Rent equipment prior to return unless specifically agreed to by both parties in writing. The Terms and Conditions of the Rain For Rent Rental and Hazardous Material and/or Non-Hazardous Waste Agreement, Credit Application/Master Rental & Sales Agreement, Invoice and this Quotation (also known as the Rain for Rent Rental/Sale Estimate as may be referenced in any Master Service Agreement, Blanket Purchase Order, or any other contractual document executed between the parties) contain the complete and final agreement between Rain for Rent and Customer and no other agreement in any way modifying or adding to any of said Terms and Conditions will be binding upon Rain for Rent unless made in writing and signed by a Rain for Rent Corporate Officer or Rain for Rent authorized representative. The Customer cannot alter the equipment without Rain for Rent's prior written approval. Customer is responsible for equipment, repairs, maintenance and damage, excluding normal wear and tear or damage caused by Rain for Rent. Rain for Rent will service all engine driven equipment at 400 hours of runtime or as required by manufacturer specifications, if less than 400 hours. Labor will be billed on a time and materials basis, portal to portal from nearest Rain for Rent location. Prorated billing will occur if rental is returned prior to 400 hours. All returned equipment is subject to inspection by Rain for Rent personnel. Damages and accrued rent will be invoiced to Customer while equipment is out of service for repairs. The Customer is responsible for damage caused by reactive, corrosive or abrasive material; including, but not limited to sand, sodium hydroxide, chlorine, and acids. Customer must notify Rain for Rent immediately of any spill so that any necessary repairs to the system can be made and to minimize service interruption. The Customer assumes all risks of loss due to operation and use of the equipment. Customer will provide "all risk" property insurance for rented equipment. Customer shall pay Rain for Rent additional expenses caused by unforeseen or changing conditions, including, but not limited to, soil, underground conditions, rock formations, environmental conditions, weather events, regulations or restrictions, hard pan, boulders, cesspools, gas lines, waterlines, drain pipes, underground electrical conduits or other above ground or underground obstructions. All equipment rented or used products sold are provided "AS IS, WHERE IS" in their present condition. Rain for Rent makes no warranties, expressed or implied of any kind whatsoever with respect to the equipment or products. Sold equipment is not to be rented. Customer agrees that customer is renting equipment or purchasing used products based on their judgment and evaluation, without reliance upon any statements of representations by Rain for Rent, and that Rain for Rent is not responsible for any defects in their operation or for any repairs, parts or services, unless otherwise noted. All new products sold are provided without warranty beyond the terms of such warranty offered by the manufacturer, if any. Customer must comply with all original manufacturer's terms and conditions for any warranty claims that may arise. Neither Rain for Rent nor the manufacturer warranties the product if it has failed due to corrosion, misuse or damage; (2) it has been altered, repaired or modified in any way that would adversely affect its operation; or (3) it was installed or operated other than in accordance with manufacturer's operating instructions. Products supplied by Rain for Rent are warranted to be free from any defect in workmanship and material under conditions of normal use and service. Rain for Rent's obligation under this warranty is limited to replacing or repairing at the designated manufacturer's or Rain for Rent facility any part or parts returned to it with transportation charges prepaid, which Rain for Rent determines in its sole discretion to be defective. This Quotation excludes any additional costs to Rain for Rent associated with Owner Controlled Insurance (OCIP) or WRAP insurance programs that will be added to Rain for Rent's prices. De-watering, Roll-off, Vacuum boxes and similar equipment are not liquid tight. Rentee accepts full responsibility for all losses, damages and costs caused by or arising out of spills, leakage or discharge from this equipment. Rain for Rent will not be held liable for any structural or soils subsidence. This Quotation is valid for 30 days and is subject to credit approval. Rain for Rent will take every effort to protect our customers and employees. Due to the current pandemic, all quoted equipment and services are subject to delay, change, or unilateral cancelation by Rain for Rent. Please be assured every effort will be made to execute the quote as written. The customer is responsible to inform Rain for Rent of any jobsite hazards, precautions, or entry requirements relating to the Corona Virus prior to Rain for Rent personnel going onsite to perform work or deliver equipment. This includes informing Rain for Rent if anyone at the jobsite has tested positive and provide a list of actions taken to protect Rain for Rent personnel.



11161 Harrel Street Mira Loma, CA 91752-1439 Tel: 951-681-3636 Fax: 951-332-3679

www.godwinpumps.com

Phone: 805-969-4200

Email: rlarroude@montecitosan.org

May 17, 2024

Mr. Ricardo Larroude Montecito Sanitary District 1042 Monte Cristo Lane Santa Barbara, CA 93108

RE: SD150 CS w/ Pipe Rack RGT Montecito Sale Quotation 117026778

Dear Mr. Larroude:

In response to your request, Xylem Dewatering Solutions is pleased to provide the following sales quotation for a new Godwin SD150 6 inch pump. Sales taxt not included in the quote, please refer to pump data sheets for performance curves.

I trust this information will assist you in the selection of your equipment. We appreciate the opportunity to be of service and look forward to working with you. Thank you for considering Xylem. If you have any questions please feel free to give me a call at (310)612-8620 or email Artun.ereren@xylem.com

Sincerely,

Artun Ereren Outside Sales Representative

AE / mw









#### **SALE QUOTATION**

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
A	1	<ul> <li>Dri-Prime SD150M Critically</li> <li>Silenced Sound Attenuated Enclosure</li> <li>6" 150# Flg Suct &amp; Disch 260mm imp</li> <li>Isuzu 4LE2T FT4 Engine, MPC10 control</li> <li>Global Series 6 Skid-mounted,</li> <li>Spill Containment, 110% Fuel Containment</li> <li>Base Options</li> </ul>	\$ 45,600.00	\$ 45,600.00
		<ul> <li>Hose Rack</li> <li>Hose rack mounted on each side to hold (2) 4"</li> <li>x 10' suction hoses each</li> <li>Pump Options</li> </ul>	1,000.00	1,000.00
		<ul> <li>4" MCG x 150#FL Mounting Kit</li> <li>Mount on Discharge</li> </ul>	180.00	180.00
		<ul> <li>4" FCG x 150#FL Mounting Kit</li> <li>Mount on Suction</li> </ul>	180.00	180.00
В	1	Estimated Factory Freight	1,500.00	1,500.00

THE PRICE PROVIDED IS BASED UPON XYLEM'S REVIEW OF THE APPLICABLE PLAN DRAWINGS AND RELEVANT TECHNICAL SPECIFICATION SECTIONS BEARING ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. SUBMISSION OF THIS QUOTATION SHOULD NOT BE MISCONSTRUED AS XYLEM'S ACCEPTANCE OF ANY OTHER PROVISIONS OF THE PRIME CONTRACT BETWEEN CONTRACTOR AND PROJECT OWNER (HOWSOEVER REFERENCED) AND ATTEMPTS IN ANY SUBSEQUENT SUBCONTRACT TO BIND XYLEM TO SUCH OWNER DOCUMENTS ARE HEREBY REJECTED AND SHALL BE OF NO FORCE AND EFFECT, IRRESPECTIVE OF ANYTHING STATED ELSEWHERE TO THE CONTRARY.

Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 30 days. All prices quoted in US dollars.

May 17, 2024 Montecito Sanitary District Attention: Mr. Ricardo Larroude Sale Quotation # 117026778 Page 3 of 3









#### **SALE QUOTATION**

EM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
		Our current delivery lead-times associated with this Quotation are this time. Due to the outbreak of the COVID-19 virus pandemic are on commerce, supply chain, and logistics, these lead-times are a not a commitment. Xylem is and will continue to use all commerce efforts to minimize any delivery delay impacts.	nd its global effects in estimate only ar	s
A s	signed	d copy of this Quotation is acceptable as a binding cont	ract.	
		Name:		
	ature:	(PLEASE PRINT)		
	pany/U			
Addr	ess:	Date: Phone:		
		Email:		
		Fax:		
		Sales Ta	ax 8.75%	\$4,240.25
		NFT SAI	E TOTAL	\$ 48,460.00
		TVET SITE		
		DELIVERY	CHARGE	\$ 300.00

HEREBY REJECTED AND SHALL BE OF NO FORCE AND EFFECT, IRRESPECTIVE OF ANYTHING STATED ELSEWHERE TO THE CONTRARY.

Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 30 days. All prices quoted in US dollars.

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at https://www.xylem.com/en-US/support/xylem-americas-standard-terms-and-conditions/ and incorporated herein by reference and made a part of the agreement between the parties.



# Montecito SD - MWI Trailer Pump\Options

# PROPOSAL



Company Montecito Sanitary District

Attention: Marco Felix

From: Mike Hill (661) 483-6656 Mike.Hill@dxpe.com

Quote Number: 13450806

Date: July 17, 2023

#### **ANAHEIM**

1340 N. Jefferson St. Anaheime CA 92807 (714) 779-0911

# **BAKERSFIELD**

1122 Carrier Parkway Ave. Bakersfield, CA 93308 (661) 322-9800

# **RICHMOND**

1130 Potrero Ave. Richmond, CA 94804 (510) 236-5481

# **SAN DIEGO**

2525 Southport Way Ste A National City, CA 91959 (714) 779-0911



# **Technical Data**

#### ANAHEIM

## RICHMOND

#### 1130 Potrero Ave. Richmond, CA 94804 (510) 236-5481

# **SAN DIEGO**

2525 Southport Way Ste A National City, CA 91959 (714) 779-0911

# PRIMERITE™ CT004A

#### 4" X 4" AUTOMATIC DRY **SELF-PRIMING TRASH PUMP**



#### **APPLICATIONS**

Construction Dewatering

**Sewage Bypass** 

**Flood Drainage** 

Mining/Quarries

Municipal

**General Industrial** 

The Primerite™ is the perfect pump for contractors, pump rental companies, mining operators and general industrial or municipal use. The pump's oil-filled bearing box and a mechanical seal in an oil bath enable it to run dry all day long for up to 24 hours, making it the right choice for handling inconsistent flows found in sewage bypass pumping and job site dewatering. This pump is completely self contained in either skid or trailer configurations with integral lifting bail, tie downs and fuel tank.

#### **FEATURES**

- Primes and reprimes automatically
- Solids handling up to 2"
- Engine driven compressor
- Vacuum and discharge pressure gauge
- Lockable fuel cap
- Forklift slots (skid models)
- Torsion bar axle
- Integral 78 fuel tank with gauge

- Skid or optional trailer-mounted
- DOT light kit available
- Hydraulic surge brakes standard, electric brakes available
- Front and rear stabilizing jacks
- 3" Lunette ring for pintle hitch Optional float activated, - Other options available
- Lifting bail
- Volute drain

- Heavy-duty truck tie downs
- Engines Caterpillar, Perkins, John Deere and Deutz available
- Flexible flywheel coupling
- 4" ANSI Pattern flanges -Suction and discharge
- auto start/stop controls
- Manufactured in the USA

QUICK SPECIFICATIONS									
Suction connection	6" 150# ANSI B16.5								
Delivery connection	4" 150# ANSI B16.5								
Max capacity	1300 GPM								
Max solids handling	2"								
Max impeller diameter	10.2"								
Max head (TDH)	152′								
Max operating speed	2200 RPM								
Max suction lift	28'								
Dimensions	65 x 93 x 132"								
Sound levels w/ enclosure	67 dBA at 7M / 23'								

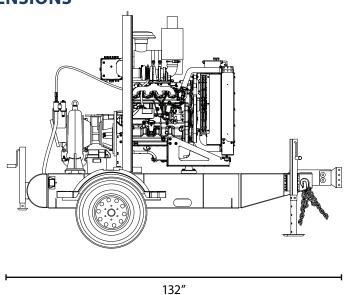
Max fue Moontesuiton Stationary District At 50 HP; up to 24 hr run time Regular Board Meeting June 19, 2024 Page 269 of 311



# | 160 | 200 ypm | 180 Ne | 190 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200

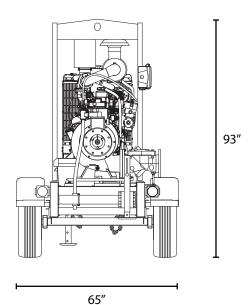
#### **WATER FLOW**

#### **DIMENSIONS**



#### **MATERIALS & SPECIFICATIONS** Standard engine Deutz D2.9 50 HP / 2600 RPM Max HP 78 Gal **Fuel capacity** Flywheel direct drive flexible Drive type element CA-40 Corrosion resistant Impeller iron/chromium alloy Ductile cast iron ASTM A536 grade Volute 70-50-05 Pump shaft 1045 Steel; Stainless steel option Engine-driven, oil lubricated and Compressor water cooled 304 Stainless steel venturi Priming assembly Tach and hour meter, including shutdowns for low oil pressure, high Control panel coolant temperature, Plug-N-Play and float-ready Discharge Val-matic swing flex check valve ASTM A536 grade 65-45-12 non-return valve Stainless steel with silicon carbide Mechanical seal faces: Buna elastomers Weight of trailer 2650 lbs (dry)

mounted unit



#### **MWI Pumps Headquarters**

33 NW 2nd St | Deerfield Beach, FL 33441

# PRIMERITE™ CT006

#### **6" X 6" AUTOMATIC DRY SELF-PRIMING TRASH PUMP**



#### **APPLICATIONS**

Construction Dewatering

**Sewage Bypass** 

**Flood Drainage** 

Mining/Quarries

Municipal

**General Industrial** 

The Primerite™ is the perfect pump for contractors, pump rental companies, mining operators and general industrial or municipal use. The pump's oil-filled bearing box and a mechanical seal in an oil bath enable it to run dry all day long for up to 24 hours, making it the right choice for handling inconsistent flows found in sewage bypass pumping and job site dewatering. This pump is completely self contained in either skid or trailer configurations with integral lifting bail, tie downs and fuel tank.

#### **FEATURES**

- Primes and reprimes automatically
- Solids handling up to 3"
- Engine driven compressor
- Vacuum and discharge pressure gauge
- Lockable fuel cap
- Forklift slots (skid models)
- Torsion bar axle
- Integral 78 gallon fuel tank with gauge

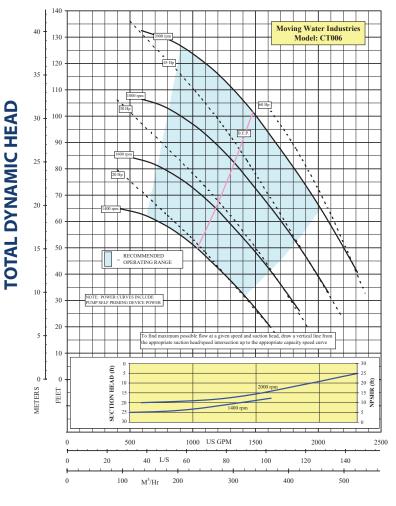
- Skid or optional trailer-mounted
- DOT light kit available
- Hydraulic surge brakes standard, electric brakes available
- Front and rear stabilizing jacks
- 3" Lunette ring for pintle hitch - Other options available
- Lifting bail
- Volute drain

- Heavy-duty truck tie downs
- Engines Caterpillar, Perkins, John Deere and Deutz available
- Flexible flywheel coupling
- 6" ANSI Pattern flanges Suction and discharge
- Optional float activated, auto start/stop controls
- Manufactured in the USA

QUICK SPEC	CIFICATIONS
Suction connection	6" 150# ANSI B16.5
Delivery connection	6" 150# ANSI B16.5
Max capacity	2300 USGPM
Max solids handling	3.0"
Max impeller diameter	10.8"
Max head (TDH)	160'
Max operating speed	2000 RPM
Max suction lift	25'
Dimensions	65 x 93 x 132"
Sound levels w/ enclosure	67 dBA at <b>7M / 23</b> '
Max fue Moontesciton Statinitary District	At 67 HP; up to 24 hr run time

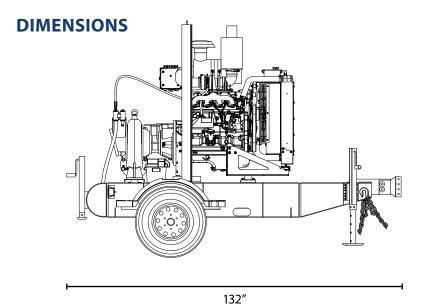


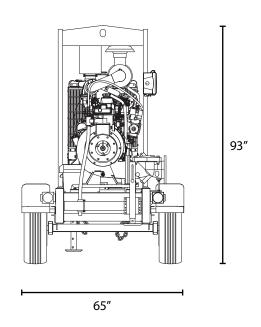
#### **PERFORMANCE CURVE**



MATER	RIALS & SPECIFICATIONS
Standard engine	Deutz TD 2.9
Max HP	75 HP
Fuel capacity	78 Gallons
Drive type	Flywheel direct drive flexible element
Impeller	CA-40 Corrosion resistant iron/chromium alloy
Volute	Ductile cast iron ASTM A536 grade 70-50-05
Pump shaft	1045 Steel; Stainless steel option
Compressor	Engine-driven, oil lubricated and water cooled
Priming assembly	304 Stainless steel venturi
Control panel	Tach and hour meter, including shutdowns for low oil pressure, high coolant temperature, Plug-N-Play and float-ready
Discharge non-return valve	Val-matic swing flex check valve ASTM A536 grade 65-45-12
Mechanical seal	Stainless steel with silicon carbide faces; Buna elastomers
Weight of trailer mounted unit	3450 lbs (dry)

#### **WATER FLOW**





#### **MWI Pumps Headquarters**

33 NW 2nd Street | Deerfield Beach, FL 33441

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Montecito Sanitary District. Houries Regular Board Meeting June 19, 2024 | Email: info@mwipumps.com | mwipumps.com | Page 272 of 311



# **Pricing Summary**

#### ANAHEIM

# RICHMOND

1130 Potrero Ave. Richmond, CA 94804 (510) 236-5481

# **SAN DIEGO**

2525 Southport Way Ste A National City, CA 91959 (714) 779-0911

#### **QUOTATION**



1122 Carrier Parkway Avenue Bakersfield, CA 93308 Phone 661-322-9800 Fax 661-322-9802 Order Number
13450806

Order Date Page
07/17/2023 1 of 1

Quote Expires On 7/31/2023

Bill To:

MONTECITO SANITARY DISTRICT 1042 Monte Cristo Ln Santa Barbara, CA 93108-2809 US

805-969-4200

**Ship To:** 

MONTECITO SANITARY DISTRICT 910 Channel Dr Santa Barbara, CA 93108-2859 US

Customer ID: 504157 Order Required Date 09/11/2023

		PO Numb	er			Ship Route	Taker		SalesRep		
						SERGIO.SAN			Michael B Hill		
Quantities			Item ID			Pricing UOM	Unit	Extended			
Ordered	Allocated	Remaining	UOM Unit Size	Disp.	Item Descriptio	on		Unit Size	Price	Price	
1.000	0.000	1.000	EA		(001) MWI CT	004A		EA	79,920.0000	79,920.00	
Item Required Date:	9/11/2023		1.0		Self-Priming Tr w/ Deutz D2.9 DOT Trailer M Includes 6"AN	Tier 4 Diesel Engine ounted SI to Male Cam lock nale Cam lock adapte	and	1.0			
1.000	0.000	1.000	EA		(002) MWI CT	006		EA	85,150.0000	85,150.00	
Item Required Date:	9/11/2023		1.0		DOT Trailer Mo Includes 6"AN	rash Pump 9 Tier 4 Diesel engin	and	1.0			

Total Lines: 2 SUB-TOTAL:

TAX:

AMOUNT DUE:

USD



# **Standard Terms and Conditions**

## **RICHMOND**

1130 Potrero Ave. Richmond, CA 94804 (510) 236-5481

# **SAN DIEGO**

2525 Southport Way Ste A National City, CA 91959 (714) 779-0911

#### DXP TERMS AND CONDITIONS OF SALE

- 1. Agreement, Integration and Conflict of Terms. These terms and conditions, together with any special conditions expressly incorporated thereto in the quotation or sales form, are to govern any sale by DXP Enterprises, Inc. or its affiliates ("Seller"). This writing is an offer or counteroffer by Seller to sell the goods and/or services set forth on the quotation or sales form subject to these terms and conditions and is expressly made conditional on Buyer's acceptance of these terms and conditions. Acceptance by Buyer is expressly limited to these terms and conditions. Any additional or different terms and conditions contained in Buyer's purchase order or other communication shall not be effective or binding upon Seller unless specifically agreed to in writing by Seller; Seller hereby objects to any such conditions, and the failure of Seller to object to specific provisions contained in any purchase order or other communication from Buyer shall not be construed as a waiver of these terms and conditions nor an acceptance of any such provisions. Neither Seller's commencement of performance nor delivery shall be deemed or construed as acceptance of Buyer's additional or different terms and conditions. Buyer agrees that these terms and conditions, together with any accompanying quotation and any special conditions or limited process guarantees or documents referred to or included within the quotation and expressly made a part of this agreement, (e.g., drawings, illustrations, specifications, or diagrams), is the complete and final agreement between the parties ("Agreement"). This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties and, further, can only be altered, modified, or amended with the express written consent of Seller.
- 2. Quotation, Withdrawal, Expiration. Quotes are valid for thirty (30) days from the date of issuance unless otherwise provided therein. Seller reserves the right to cancel or withdraw the quotation at any time with or without notice or cause prior to acceptance by Buyer. There is no Agreement if any conditions specified within the quotation or sales form are not completed by Buyer to Seller's satisfaction within thirty (30) days of Seller's acknowledgement in writing of an order unless otherwise provided therein. Seller nevertheless reserves its right to accept any contractual documents received from Buyer after this 30-day period.
- **3. Prices.** Prices apply to the specific quantities stated on the quotation or sales form. Unless otherwise agreed to in writing by Seller, all prices are Ex Works Seller's shipping location (as defined in accordance with the latest version of Incoterms), and do not include transportation costs or charges relating to transportation, which costs and charges shall be solely the responsibility of Buyer unless otherwise agreed in writing by Seller. Prices include standard packing according to Seller's specifications for delivery. All costs and taxes for special packing requested by Buyer, including packing for exports, shall be paid by Buyer as an additional charge. Prices are subject to change without notice.
- **4. Taxes.** The price for the goods or services does not include any applicable sales, use, excise, GST, VAT, or similar taxes, duties or levies. Buyer shall have the responsibility for the payment of such taxes if applicable.
- **5. Payment Terms.** Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms should Buyer's credit standing not meet Seller's approval. Unless different payment terms are expressly set forth in the quotation or sales form or order acknowledgment, invoicing will occur upon shipment of goods or completion of services.

Payment shall be made in U.S. Dollars. Payment in full is due within thirty (30) days from Seller's invoice date. In the event payment is not made when due, Buyer agrees to pay Seller a service or finance charge of the lesser of (i) one and one-half percent (1.5%) per month (18% per annum), or (ii) the highest rate permitted by applicable law, on the unpaid balance of the invoice from and after the invoice due date. Buyer is responsible for all costs and expenses associated with any checks returned due to insufficient funds. All credit sales are subject to prior approval of Seller's credit department. Export shipments will require payment prior to shipment or an appropriate letter of credit. Upon default by Buyer in payment when due, Buyer shall immediately pay to Seller the entire unpaid amount for any and all shipments made to Buyer irrespective of the terms of said shipment and whether said shipments are made pursuant to this Agreement or any other contract of sale between Seller and Buyer, and Seller may withhold all subsequent shipments until the full amount is settled. Acceptance by Seller of less than full payment shall not be a waiver of any of its rights hereunder. Buyer shall not assign or transfer this Agreement or any interest in it, or monies payable under it, without the written consent of Seller, and any assignment made without such consent shall be null and void.

- **6. Delivery, Risk of Loss.** Delivery dates are estimates, and time is not of the essence for the delivery dates. All shipments will be made Ex Works Seller's shipping location unless otherwise specified. Seller shall not be responsible to Buyer for any loss, whether direct or indirect, arising out of or relating to any failure of the goods to be delivered by the estimated delivery date. In the absence of specific instructions, Seller will select the carrier for shipment. Risk of loss for services shall pass to Buyer at completion of services. Title and risk of loss for goods shall pass to Buyer upon completion of the agreed Incoterm. Buyer shall reimburse Seller for the additional cost of Seller's performance resulting from inaccurate or lack of delivery instructions, or by any act or omission on Buyer's part. Any such additional cost may include, but is not limited to: storage, insurance, protection, re-inspection and delivery expenses. Buyer further agrees that any payment due on delivery shall be made on delivery into storage as though the goods had been delivered in accordance with the order.
- 7. Warranty. Seller warrants that the goods manufactured by Seller sold to Buyer hereunder (with the exception of "wear parts" or consumables all of which are not warranted except as otherwise provided in the quotation or sales form) will be (i) of the quantity and type agreed in the order, (ii) built in accordance with the specifications referred to in the quotation or sales form, if such specifications are expressly made a part of this Agreement, and (iii) free from defects in material and workmanship (the "Warranty"). The Warranty shall be in effect for a period of the earlier of twelve (12) months from the date of installation or eighteen (18) months from the date of shipment (which date of shipment shall not be greater than thirty (30) days after receipt of notice that the goods are ready to ship), and services shall be warranted against defects in workmanship for thirty (30) days from completion of services (the "Warranty Period").

Seller shall, at its option and expense, either repair, replace, or refund amounts paid for any goods that fail to conform to the Warranty. Seller shall, at its option and expense, either re-perform or refund amounts paid for any services that fail to conform to the Warranty. In no case shall Seller be obligated to remove the defective goods or install the replaced or repaired goods, and Buyer shall be responsible

for providing ready access to the goods and areas for warranty work, and all other associated costs, including, but not limited to, service costs, shipping fees, and expenses. Seller shall have complete discretion as to the method or means of repair or replacement. Buyer's failure to comply with Seller's repair or replacement directions shall constitute a waiver of its rights and render all warranties void. Any goods repaired or replaced under the Warranty are warranted only for the balance of the Warranty Period on the goods that were repaired or replaced. The Warranty is conditioned on Buyer giving written notice to Seller of any goods that fail to meet the Warranty within ten (10) days of the date when any defects first become apparent. Seller shall have no warranty obligations to Buyer with respect to any goods or parts of a good that: (a) have been repaired by parties other than Seller or without Seller's written approval; (b) have been subject to misuse, misapplication, neglect, alteration, accident, or physical damage; (c) have been used in a manner contrary to Seller's or the manufacturer's instructions for installation, operation and maintenance; (d) have been damaged from ordinary wear and tear, corrosion, or chemical attack; (e) have been damaged due to abnormal conditions, vibration, failure to properly prime, or operation without flow; (f) have been damaged due to a defective power supply or improper electrical protection; or (g) have been damaged resulting from the use of accessory equipment not sold by Seller or not approved by Seller in connection with goods supplied by Seller hereunder. In any case of goods not manufactured by Seller, there is no warranty from Seller; however, Seller will extend to Buyer any warranty received from Seller's supplier of such goods.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS, ORAL, OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE GOODS AND HEREUNDER, SERVICES **PROVIDED** INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. BUYER'S EXCLUSIVE REMEDY AND SELLER'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES ARE LIMITED TO THE REPLACEMENT, **RE-PERFORMANCE,** REPAIR, REFUND.

- **8. Inspection.** Buyer shall have the right to inspect the goods upon their receipt. Buyer shall notify Seller in writing of any nonconformity of the goods with this Agreement within three (3) days from receipt by Buyer, and Seller shall promptly remedy the non-conformance in accordance with section 7 herein. Failure to give such applicable notice shall constitute an irrevocable acceptance of the goods by Buyer, but shall not affect Buyer's rights under section 7 herein. Claims for loss of or damage to goods in transit must be made to the carrier, and not to Seller.
- 9. Indemnity. Buyer shall release, indemnify, defend, and hold harmless Seller, its parent, subsidiaries, and related companies, and the employees, agents, consultants, representatives, and officers, respectively ("Seller Group"), from and against any and all claims, demands, and causes of action for personal injury (including death) and property damage to the extent caused by the negligent acts or omissions of Buyer Group. Seller shall release, indemnify, defend, and hold harmless Buyer, its parent, subsidiaries, and related companies, and the employees, agents, consultants, representatives, and officers, respectively ("Buyer Group"), from and against any and all claims, demands, and causes of action for personal injury (including death) and property damage to the extent caused by the negligent acts or omissions of Seller Group.

- 10. Seller's Limitation of Liability. IN NO EVENT SHALL SELLER'S LIABILITY ARISING UNDER OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT PAID BY BUYER UNDER THIS AGREEMENT. SELLER SHALL HAVE NO LIABILITY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, LOSS OF USE, LOSS OF INDIRECT. REPUTATION. CONSEQUENTIAL. INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, HOWSOEVER ARISING, WHETHER IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF BREACH OF CONTRACT OR BREACH OF WARRANTY, OR WHETHER SELLER HAS BEEN APPRISED OF SUCH LOSSES IN ADVANCE.
- 11. Force Majeure. Seller may cancel or suspend this Agreement and Seller shall have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations, due to acts or omissions of Buyer and/or its contractors, or due to circumstances beyond Seller's reasonable control, including but not limited to acts of God, fire, flood or other natural disasters, war and civil disturbance, riot, acts of governments, terrorism, disease, currency restrictions, labor shortages or disputes, unavailability of materials, fuel, power, energy or transportation facilities, or for failures of suppliers or subcontractors to effect deliveries, in which case the time for performance shall be extended in an amount equal to the excused period, provided that Seller shall have, as soon as reasonably practicable after it has actual knowledge of the beginning of any excusable delay, notified Buyer of such delay, of the reason therefor and of the probable duration and consequence thereof. Seller shall use its commercially reasonable efforts to eliminate the cause of the delay, interruption or cessation and to resume performance of its obligations hereunder without undue delay.
- 12. Cancellation. Except as otherwise provided in this Agreement, no order may be cancelled unless requested in writing by either party and accepted in writing by the other. In the event of a cancellation by Buyer, Buyer shall, within thirty (30) days of such cancellation, pay Seller a cancellation fee, which shall include all costs and expenses incurred by Seller up to the receipt of the request for cancellation including, but not limited to, all commitments to its suppliers, subcontractors and others, all fully burdened labor and overhead expended by Seller, plus a reasonable charge for profit. Return of goods shall be in accordance with Seller's most current Return Materials Authorization and subject to a minimum fifteen percent (15%) restocking fee.

Notwithstanding anything to the contrary herein, should the financial responsibility or condition of Buyer is such that Seller in good faith deems itself insecure, if Buyer becomes insolvent, if a material change in the control of Buyer occurs, if Buyer fails to make any payments in accordance with the terms of its contract with Seller, in the event of the commencement by or against Buyer of any voluntary or involuntary proceedings in bankruptcy or insolvency, or in the event Buyer shall be adjusted bankrupt, make a general assignment for the benefit of its creditors, or if a receiver shall be appointed on account of Buyer's insolvency, or in the event Buyer does not correct or, if immediate correction is not possible, commence and diligently pursue the cure of any default of Buyer to comply with any of the provisions or requirements of this Agreement within ten (10) days after being notified in writing of such default by Seller, Seller may, by written notice to Buyer, without prejudice to any other rights or remedies which Seller may have, terminate its further performance of this Agreement. In the event of such termination, Seller shall be entitled to receive payment as if Buyer had cancelled the Agreement as per the preceding paragraph. Seller may also cease the performance of services, or stop goods in transit and defer or decline to make delivery of goods, except upon receipt of satisfactory security or cash payments in advance. Seller may nevertheless elect to complete its performance of this Agreement by any means it chooses. Buyer agrees to be responsible for any additional costs incurred by Seller in so doing. Upon termination of this Agreement, sections 9 and 10 herein and the other rights, obligations, and liabilities of the parties which shall have arisen or been incurred under this Agreement prior to its termination shall survive such termination.

- 13. Drawings. All drawings are the property of Seller. Seller does not supply detailed or shop working drawings of the goods; however, Seller will supply necessary installation drawings. The drawings and bulletin illustrations submitted with Seller's quotation show general type, arrangement, and approximate dimensions of the goods to be furnished for Buyer's information only and Seller makes no representation or warranty regarding their accuracy. Unless expressly stated to the contrary within the quotation or sales form, all drawings, illustrations, specifications, or diagrams form no part of this Agreement. Seller reserves the right to alter such details in design or arrangement of the goods which, in Seller's judgment, constitute an improvement in construction, application or operation. All engineering information necessary for installation of the goods shall be forwarded by Seller to Buyer upon Buyer's acceptance of this Agreement. After Buyer's acceptance of this Agreement, any changes in the type of goods, the arrangement of the goods, or application of the goods requested by Buyer will be made at Buyer's expense. Instructions necessary for installation, operating and maintenance will be supplied when the goods are shipped.
- 14. Proprietary Information, Injunction. Seller's designs, illustrations, drawings, specifications, technical data, catalogues, "know-how," economic or other business or manufacturing information (collectively "Proprietary Information") disclosed to Buyer shall be deemed proprietary and confidential to Seller. Buyer agrees not to disclose, use, or reproduce any Proprietary Information without first having obtained Seller's express written consent. Buyer's agreement to refrain from disclosing, using or reproducing Proprietary Information shall survive completion of the Agreement. Buyer acknowledges that its improper disclosure of Proprietary Information to any third party will result in Seller's suffering irreparable harm. Seller may seek injunctive or equitable relief to prevent Buyer's unauthorized disclosure. Information disclosed by Buyer hereunder shall not be considered confidential or proprietary to Buyer unless otherwise agreed to in writing by Seller prior to Buyer's disclosure.
- 15. Installation and Start-up. Unless otherwise agreed to in writing by Seller, installation shall be the sole responsibility of Buyer. Where start-up service is required with respect to the goods purchased hereunder, it must be performed by Seller's authorized personnel or agents; otherwise, the Warranty is void. Notwithstanding anything herein to the contrary, in the event Buyer has engaged Seller to provide any personnel for start-up supervision, such personnel will function in a supervisory capacity only and Seller shall have no responsibility for the quality of workmanship of the installation. In any event, Buyer understands and agrees that it shall furnish, at Buyer's expense, all necessary foundations, supplies, labor, and facilities that might be required to install and operate the goods.

- **16. Specifications.** Changes in specifications requested by Buyer are subject to approval in writing by Seller. In the event such changes are approved, the price for the goods and the delivery schedule shall be changed to reflect such changes.
- 17. Buyer Warranty. Buyer warrants the accuracy of any and all information relating to the details of its operating conditions, including temperatures, pressures, and where applicable, the nature of all hazardous materials. Seller can justifiably rely upon the accuracy of Buyer's information in its performance. Should Buyer's information prove inaccurate, Buyer agrees to reimburse Seller for any losses, liabilities, damages, and expenses that Seller may have incurred as a result of any inaccurate information provided by Buyer to Seller.
- **18. Minimum Order.** Seller reserves the right to refuse to process any order that does not meet Seller's quantity requirements for any given product or group of products.
- 19. Product Recalls. Buyer shall take all reasonable steps (including, without limitation, those measures prescribed by the Seller) to: (a) ensure that all customers of the Buyer and authorized service personnel who own or use affected products are advised of every applicable recall campaign of which the Buyer is notified by the Seller; and (b) ensure that modifications of which the Buyer is notified by the Seller, by means of service campaigns, recall campaigns, service programs or otherwise, are made with respect to any products sold or serviced by Buyer to its customers or authorized service personnel. The reimbursement of Buyer for parts and labor used in making those modifications shall be as set forth in the campaign or program instructions. Except as described herein, the Buyer shall not disclose to any other third party the information contained in service campaign, recall campaign or service program literature without the prior consent of the Seller. Should Buyer fail to perform any of the actions required under this section, Buyer shall be liable to Seller for any costs, liabilities, and damages resulting therefrom.
- **20. GOVERNING LAW.** THE TERMS OF THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS). THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.
- **21. Titles.** The section titles are for reference only, and shall not limit or restrict the interpretation or construction of this Agreement.
- **22. Waiver.** Seller's failure to insist, in any one or more instances, upon Buyer's performance of this Agreement, or to exercise any rights conferred, shall not constitute a waiver or relinquishment of any such right or right to insist upon Buyer's performance in any other regard.
- 23. Severability. If any term herein should prove invalid or otherwise unenforceable, such term shall be excluded to the extent of such invalidity or unenforceability, but shall not affect the validity or continuing force and effect of any other provision of this Agreement. Such term shall be deemed modified and replaced by a valid and enforceable term that most closely expresses the intent of the parties.



# MONTECITO SANITARY DISTRICT

#### STAFF REPORT - 6

**DATE:** June 19, 2024

**TO:** Board of Directors

**FROM:** John Weigold, General Manager

Stephen Williams, District Administrator

**SUBJECT:** Fiscal Year 2024-25 Budget

#### RECOMMENDATION

It is recommended that the Board discuss and consider the proposed Fiscal Year 2023-24 Budget and make any recommendations for additions, deletions, or changes.

#### **ANALYSIS**

The District's Budget is presented each year in June and is legally required to be passed prior to July 1<sup>st</sup> of each year. At the May 15, 2024 Regular Meeting the Board reviewed a Draft version of the budget. If the District does not pass the budget at this meeting it can be done at a Special Meeting up until June 30, 2024.

#### FISCAL IMPACT

This budget will set the precedent for revenues and expenditures for Fiscal Year 2024-25 that begins on July 1, 2024.

#### **ATTACHMENTS:**

- 1. Fiscal Year 2024-25 Budget Memo
- 2. Fiscal Year 2024-25 Proposed Operations & Maintenance Budget
- 3. Fiscal Year 2024-25 Capital Improvement Program (CIP) Budget
- 4. Fiscal Year 2024-25 Salary Range Table Hourly
- 5. Fiscal Year 2024-25 Salary Range Table Monthly
- 6. Fiscal Year 2024-25 Salary Range Table Annual

# Montecito Sanitary District

A Public Service Agency

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

#### FISCAL YEAR 2024-25 PROPOSED BUDGET MEMO

#### **MISSION STATEMENT**

"To protect the 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."

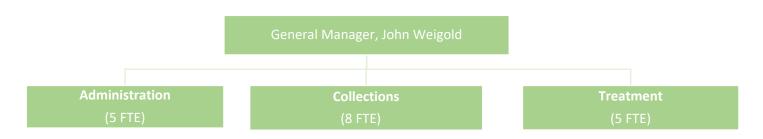
#### **PURPOSE**

The District was organized in 1947 pursuant to the Sanitary District Act of 1923 (Division 6 of the California Health and Safety Code) to provide for the collection, treatment and disposal of wastewater to residents within its service area. The District has a service area of approximately 8.9 square miles and an estimated population of approximately 9,000 people. The District currently serves approximately 3,185 properties.

The wastewater collection system includes approximately 77 miles of gravity sewer mains, five lift stations and 2.2 miles of sewer forcemains. The collection system's underground network of pipes range in size from 6-inch to 21-inch in diameter. The majority of the facilities were installed between 1961 and 1969.

Wastewater is conveyed to the District's Wastewater Treatment Plant for treatment. The Treatment Plant, which has a capacity to treat an average of 1.5 million gallons per day, provides full secondary treatment that includes conventional activated sludge tanks, secondary clarification, and disinfection. In 2023, the wastewater treatment reliably treated approximately 556,000 gallons per day and discharged the effluent through the 1,500 foot long ocean outfall.

#### **ORGANIZATION**



#### **BUDGET STRUCTURE**

Montecito Sanitary District utilizes an Enterprise Fund accounting method, appropriate for the type of utility service business that the District operates. The budget is a non-appropriated budget which supports funding the Districts' critical operations and capital improvement program. The flexible budget varies according to system demands and level of activity within the District on a year to year basis.

# DISTRICT RECOMMENDED OPERATIONS AND MAINTENANCE BUDGET SUMMARY

Source of Fu		Use of Funds			
Operating Revenues	\$	6,680,000	Salaries and Benefits	\$	3,459,700
Non-Operating Revenues	\$	1,145,000	Operating Expenses	\$	2,288,500
Total Source of Funds	\$	7,825,000	Total Use of Funds	\$	5,748,200

#### **OPERATION & MAINTENANCE REVENUES**

The District has five main types of revenues, three of which are Operating and the other two are Non-Operating. A description of these revenues are as follows:

#### **Operating Revenues:**

- Sewer Service Charges: The District's primary source of revenues comes from Sewer Service Charges. The County of Santa Barbara collects these funds from the District's customers on their annual property tax statements, and the District receives the total amount of Sewer Service Charges revenue reported to the County each year. Sewer Service Charges constitute approximately 91% of total District revenues and 97% of its total operating revenue. This revenue source is relatively stable as any increases would come in the form of an increase to the number of connections or a rate increase. No rate increase is proposed for the upcoming Fiscal Year and amounts are allocated to the District twice during the fiscal year, typically in November and April.
- Connection Fees: Connection Fees are established to reimburse existing customers for their investment in the wastewater collection and treatment capacity. As new customers connect to the District facilities, their connection fees contribute to future capacity upgrades. The District's current connection fee is \$8,400 per equivalent residential unit (per Resl No. 2022-944).
- Other Services: The District also receives revenue in the form of miscellaneous fees for services such as plan check, processing agreements, engineering review and inspections. Total fees received for Fiscal Year 2023-2024 are projected to be around \$55,000.

#### **Non-Operating Revenues:**

Property Tax: The District's second highest form of revenue comes from one-half of the 1% of total
property tax revenue that is collected by the County of Santa Barbara for parcels within its service
area, whether or not they are a customer of the District. This revenue source is also relatively flat as it
increases/decreases with the total assessed value of properties within District boundaries. Amounts
are allocated to the District twice during the fiscal year along with the Sewer Service Charges, typically
in November and April.

	2023-24 Approved		20	2023-24 Projected		Difference		2024-25 Proposed	
Operating Revenues									
Service Charges	\$	6,650,000	\$	6,464,148	\$	(185,852)	\$	6,500,000	
Connection Fees		125,000		226,071		101,071		125,000	
Other Services		75,000		48,078		(26,922)		55,000	
<b>Total Operating Revenues</b>	\$	6,850,000	\$	6,738,297	\$	(111,703)	\$	6,680,000	
Nonoperating Revenues									
Property Taxes	\$	725,000	\$	765,890	\$	40,890	\$	795,000	
Interest Income	\$	175,000	\$	372,131	\$	197,131	\$	350,000	
<b>Total Nonoperating Revenues</b>	\$	900,000	\$	1,138,022	\$	238,022	\$	1,145,000	
<b>Total Revenues</b>	\$	7,750,000	\$	7,876,318	\$	126,318	\$	7,825,000	

#### **REVENUE PROJECTIONS**

Overall, Staff is projecting an increase in total budgeted revenues of approximately \$75,000 in Fiscal Year 2024-25 when compared to Fiscal Year 2023-24 primarily attributed to the following:

- \$175,000 increase in interest income based on higher percentage yields from reserve funds offset by lower cash balances in our Capital Improvement Projects funds.
- \$150,000 decrease in Sewer Service Charges based on lower than anticipated water usage figures for commercial properties.
- \$67,000 increase in Property Tax Revenue to align with current County of Santa Barbara estimates.
- \$20,000 decrease in Other Services revenues based on historical trends

#### **OPERATION & MAINTENANCE EXPENDITURES**

The Districts' Operations & Maintenance expenditures account for all the routine business expenses related to operating the treatment plant, including: Salaries and Benefits, Insurances, Maintenance and Repairs, Good and Supplies, Professional Services provided by external parties, Administrative Fees, Plant and Lab Operating Costs, Safety, Training, and Travel Costs, and Utilities.

#### **EXPENDITURE PROJECTIONS**

The District's Operations & Maintenance costs, along with the District's Capital Improvement Program, make up the vast majority of the District's overall expenditures for the Fiscal Year. The following sections includes a discussion of Fiscal Year 2023-2024 year-end projections and Fiscal Year 2024-2025 anticipated expenditures.

	2023	-24 Approved Budget	2023-24 Projected Actuals			Difference	20	024-25 Proposed Budget	2023-24 Increase or (Decrease)	
Operating Expenditures										
Salaries and Benefits	\$	3,289,900	\$	2,975,126	\$	314,774	\$	3,459,700	\$	169,800
Insurance		119,200		133,663		(14,463)		145,200		26,000
Maintenance & Repairs		185,000		303,012		(118,012)		218,000		33,000
Goods & Supplies		138,500		127,129		11,371		136,000		(2,500)
Professional Services		352,000		251,037		100,963		297,000		(55,000)
Administrative Costs		400,000		382,248		17,752		378,000		(22,000)
Plant & Lab Operating Costs		635,000		537,147		97,853		735,300		100,300
Safety, Training, & Travel		48,500		38,674		9,826		57,500		9,000
Utilities		302,500		279,683		22,817		321,500		19,000
<b>Total Operating Expenditures</b>	\$	5,470,600	\$	5,027,718	\$	442,882	\$	5,748,200	\$	277,600

#### **Current Fiscal Year 2023-24**

District staff is projecting the Fiscal Year End Operating and Maintenance Fund expenditures to be approximately \$5,027,718, or 91.9% of the budgeted amount.

#### Next Fiscal Year 2024-2025

Operating Expenditures: For Fiscal Year 2024-25, District staff is proposing an Operating Budget to cover anticipated expenditures of total operating expenditures of \$5,748,200, an increase of 5.1%. A summary of the proposed operating budget and high-level discussion are as follows:

#### **Salaries and Benefits Summary**

- 6100 Regular Salaries \$131,000 increase in regular salaries based on the District being fully staffed and implementation of a 4% COLA pursuant to SEIU Local 620 and Management terms.
- **6270 Standby Pay** \$21,600 increase to account for higher use of Standby Pay rather than Comp Time Off based on new SEIU Local 620 agreement.
- 6400 CalPERS Contribution \$15,000 increase to CalPERS contributions based on the District being fully staffed and increases in reportable wages.
- **6600 Group Medical Insurance** \$25,000 decrease in Group Medical Insurance to align with projected medical premiums. Medical premiums have not increased at the same rate as operating and labor costs over the past couple of years.
- **6620 Workers' Compensation** \$8,000 increase in Workers' Compensation costs based on guidance from our insurance provider.

Net Result: These are the main factors that comprise the increase of approximately \$169,800 in Salaries and Benefits when compared to Fiscal Year 2023-24.

#### **Operations & Maintenance Expenditures Summary**

- 7090 Pooled Liability Insurance \$8,000 increased based on estimates provided by ACWA/JPIA
- 7091 Property Insurance \$14,000 increase based on estimates provided by ACWA/JPIA
- 7094 Public Entity Physical Damage \$4,000 increase based on estimates provided by ACWA/JPIA
- 7121 Property Maintenance \$31,000 increase mostly attributable to safety projects to undertake in the next fiscal year that have been deferred

# Montecito Sanitary District Fiscal Year 2024-2025 Proposed Budget Memo

- 7430 Memberships \$10,000 decrease after determining one of our memberships would not be renewed
- 7461 Professional Services: Legal \$25,00 decrease in anticipated General Counsel legal fees
- 7650 Election Expenses \$8,000 increase as we are in an election year and will pay administrative fees to the County of Santa Barbara who runs the election
- 7653 Chemicals for Plant \$0 increase based on a newly negotiated contract with Univar to supply both of our chemicals, saving us 5% based on current rates
- 7645 NPDES Permit Requirements: Operations The District will be undergoing Phase II of the required Coastal Hazards Monitoring Plan pursuant to new requirements of the District's NPDES permit. This project is expected to cost around \$100,000.
- 7670 Special Projects \$40,000 decrease based on several projects being completed in the prior fiscal year and the District will be focused on the Wastewater Treatment Plan project
- 7671 Asset Management \$89,800 increase to continue working on our Asset Management softwares, namely GIS upgrades and our Computerized Maintenance Management System (CMMS) implementation. The District also budgeted its Water Systems Sewer Model contract in this line item, which is anticipated to cost around \$45,000.
- 7763 Electricity \$10,000 increase in anticipation of slightly higher electricity rates

**Net Result:** These are the main factors that comprise the increase of approximately \$97,800 in Operating Expenditures when compared to Fiscal Year 2023-24.

The full, detailed chart of the Operations and Maintenance Budget is provided in **Attachment A – FY2024-25 Operating Budget - Proposed**. Below are some of the notable line items with some background on what costs are incorporated into them:

- 7461 Professional Services Legal This line item will now only budget and track costs for the
  District's General Legal Counsel (Colantuonno Highsmith & Whatley). Staff laid the groundwork for
  several District needs during the prior fiscal year so we anticipate utilizing less legal time in the coming
  fiscal year.
- 7466 Professional Services Human Resources This line budgets for and tracks costs for Human Resources legal support by Price, Postel and Parma for Human Resource Special under a retainer agreement. In the prior fiscal year this is also where our Salary Study came out of, so with the
- 7430 Memberships In preparation for the budget, District Staff have reviewed all professional
  memberships and their dues that constitute the budgeted amount for Fiscal Year 2024-25. Some of
  the organizations the District is a member of result in discounts for technical trainings, conferences or
  certification testing, while others support the District by lobbying and representing the Districts'
  interest in state legislation.
- 7645 NPDES Permit Requirements Operations The District received its updated National Pollution Discharge Elimination System (NPDES) permit in Fiscal Year 2022-23. Included with that new permit are updated requirements for the District to complete, in which Fiscal Year 2024-25 will see the District undertake Phase II of the Coastal Hazards Monitoring Plan. This is estimated to cost around \$100,000 and will be due near the end of the fiscal year.
- 7671 Asset Management This line item includes services to upgrade and consolidate the District's Geographic Information Systems and begin implementation a Computerized Maintenance Management System (CMMS) for the collection and treatment operations. The District has historically Macedoacoambiration of in-house software systems and paper work orders to track work completed and Regular Board Meeting June 19, 2024 Page 284 of 311

plan out future work. Implementing a CMMS for the District's asset management program should increase efficiency by upgrading workflows, support record retention, and facilitate succession planning.

#### CAPITAL IMPROVEMENT PROGRAM EXPENDITURES

#### **Current Fiscal Year 2023-24**

The District is projected to spend approximately \$1,951,786 of Capital Replacement (CIP) funds by June 30, 2024, well under the budgeted amount of \$6,995,000. The District's main CIP projects during the Fiscal Year was completing the Highway 101 Sewer Crossing and Roundabouts projects, design work for its 4 FEMA project sites, CIP Collection System Projects in Fiscal Year 2023-24 included the completion of the Lilac/Oak Grove Sewer Main Extension Project, and the Administration/Operations Roof Replacement project. Several projects at the end of the Fiscal Year are being awarded and going out to bid, so CIP work will be moving pretty quickly in the beginning of next fiscal year.

#### Next Fiscal Year 2023-24

The District is proposing CIP schedule for Fiscal Year 2024-25 that focuses the attention back to the infrastructure of the District. In prior fiscal years District resources have been diverted to non-District projects (i.e. the Highway 101 and Roundabouts projects), leaving previously identified District CIP Projects to be pushed off to later dates. During the current fiscal year staff laid the groundwork to determine the maintenance/upgrade/development of critical infrastructure pertaining to the Wastewater Treatment Plant and design work is anticipated to begin during the second quarter of Fiscal Year 2024-25.

The following summary table is a high-level breakdown of the proposed capital expenditures for the upcoming Fiscal Year. It is important to note that the figures in the summary table include both soft costs (planning, design, and construction management), as well as construction, equipment purchases and some contingency to account for minor changes in scope or purchasing factors such as inflation. It is also important to note that these projects include any outsourcing of engineering services needed to ensure these projects move forward.

Program	2024/2025 Budget				
Collections	\$	4,137,000			
Lift Stations	\$	610,000			
Treatment & Laboratory	\$	1,524,000			
Facilities	\$	275,000			
Sewer Main Extensions	\$	150,000			
Total	\$	6,696,000			

A full breakdown of the proposed CIP Budget can be seen in **Attachment B – FY2024-25 CIP Budget – Proposed**.

#### **Collections Program**

- **C001 Collection System Master Plan** Develop a comprehensive gameplan to efficiently prioritize and address collection system maintenance items.
- C003 2025 Sewer Main CIPP Lining:Design Begin design work on the Districts' main influent pipe that feeds our treatment plant.
- C005 Manhole Lining Project Staff is proposing to rehab approximately 95 manholes that have been identified as higher priority in the coming fiscal year. By grouping the work together the District should see cost efficiencies gained, primarily through decrease mobilization and demobilization costs.
- **C009 Emergency Bypass Pumper** This is a rollforward from the prior year as the pump ordered won't arrive until the next fiscal year.
- C010 FEMA Rehabilitation The Board has been given reports on four project areas requiring rehab
  work after the January Winter Storm. The District is eligible for FEMA Reimbursement for these
  projects and staff has been working diligently with FEMA to ensure eligibility.
- C011 Tractor The District needs to replace its tractor that assists in Collections System maintenance.
- **CO12 CCTV Camera and Transporter** The camera and the transporter arm on the Disticts' CCTV van needs to be replaced.
- C013 Combination Cleaner This is a rollover from the prior fiscal year as the Combination Cleaner ordered had an 18-month delivery window. The District anticipates receipt of the vehicle in the fourth quarter of Fiscal Year 2024-25.
- CMAN Manhole Adjustments This is miscellaneous budget set aside for mandatory manhole adjustments required when the City or County repaves roads and necessitates the lowering and/or raising of manholes as a result. There's no way of anticipating how much will be needed.
- **CEME Collection O/M Emergencies –** Miscellaneous budget set aside for Collections System emergency events. Ideally this money would not be utilized in the fiscal year.

#### **Lift Station Program**

- L001 Channel Lift Station Improvement Address needed improvement to the Channel Lift Station that recently failed in Fiscal Year 2022-23. This budget is for only the lift station component of the project.
- L004 Bonneymede Lift Station Improvement The lift station is in need of a replacement pump that the District looks to address in the next fiscal year.
- L005 Posilipo Lift Station Improvement The lift station is in need of a replacement pump that the District looks to address in the next fiscal year.
- L007 Smartcover Upgrades Upgrade three smartcovers to better monitor flow at critical sites.
- **LEME** Lift Station Emergency Repairs Miscellaneous budget set aside for lift station emergency events. Ideally this money would not be utilized in the fiscal year.

#### Treatment & Laboratory Program

- T001 Wastewater Treatment Plant Project Design and Engineering This project will identify the path forward for the Treatment Plant (upgrade vs. new vs. treatment process selection) and get us to 30% design for construction to begin in Fiscal Year 2025-26.
- T012 Clarifier Maintenance This is a rollforward from the prior year. Maintenance work on the District's four clarifiers started in the current fiscal year and will be completed in the first quarter of Fiscal Year 2024-25.

# Montecito Sanitary District Fiscal Year 2024-2025 Proposed Budget Memo

- T014 Laboratory Dishwasher The current dishwasher is past its useful life and needs to be replaced. It is vital in the District's routine testing as required by our permit.
- T015 Diffusers The District needs to begin replacing its diffusers. Installation will be handled by staff.
- T016 Ras-Was Program Logic Control (PLC) Upgrade Installation of a programmable logic controller which will be used to automate specific processes at the Wastewater Treatment Plant.
- T017 Flow Meters Purchase of three flow meters to monitor critical assets in the Wastewater Treatment Plant.
- **TEQU Treatment Equipment** This miscellaneous budget is set aside for emergency equipment needed for the Treatment Plant. If no emergency equipment is needed no money will be spent.
- TEME Treatment O/M Emergencies Miscellaneous budget set aside for Treatment System emergency events. Ideally this money would not be utilized in the fiscal year.
- TSCA SCADA Maintenance The District will continue to improve its Supervisory Control and Data
  Acquisition (SCADA) system for critical and basic treatment processes. Work began in the current fiscal
  year and was planned to take a couple years to tap out the existing system, develop the plan and then
  implement additional functionality when new equipment is installed.

#### **Facilities Maintenance Program**

- **F004 Administration Building Improvements** Staff is looking into new carpet and a couple other small upgrades to the Administration Building.
- F007 Seismic and Materials Study This work started in the current fiscal year and will be completed by the second quarter of Fiscal Year 2024-25 and will be instrumental in helping shape what direction the Board decides to go with as it relates to the Wastewater Treatment Plan project.

#### **Sewer Main Extension Program**

• **S001** - **Septic-to-Sewer Strategic Plan** – Staff is proposing hiring a consultant to help develop a comprehensive Septic-to-Sewer Strategic Plan with input from the Board.

# 2017 SEWER REFUNDING REVENUE BONDS – CALIFORNIA SPECIAL DISTRICTS ASSOCIATION (CSDA) FINANCE CORPORATION

In May 2017 the District refunded its 2007 Certificates of Participation (COP) This refunding decreased the maturity term by seven years, removed the requirement for a reserve fund, and took advantage of lower interest rates.

The District will make two payments on its bond during Fiscal Year 2024-25 totaling \$930,700. Of this total \$735,000 will be applied to principal and \$195,700 will be applied to interest. After all Fiscal Year 2024-25 payments are made the remaining balance of the bond will be \$4,235,000 and the bond is expected to be paid off by July 1, 2030.

#### ANNUAL DEPRECIATION FUNDING

Annually, the Board considers contributing to the District's Capital Replacement Fund. Typically, this contribution has been based on the prior fiscal year's annual depreciation expense. The Fiscal Year 2024-25 contribution will be based on the Fiscal Year 2023-24 Financial Audit and is anticipated to be around \$1,275,000. It should be noted that the District may withdraw monies from the Capital Replacement Fund at any time to fund capital projects or to meet any operational needs of the District.

#### FY 2024-25 PROJECTED OPERATIONS & MAINTENANCE AND CIP CASH POSITION

Taking into account the projected remaining expenditures for Fiscal Year 2023-24 and the proposed budget for Fiscal Year 2024-25, the District's projected cash position for its Operations and Maintenance fund and Capital Replacement fund are as follows:

#### **Operations and Maintenance Funds**

	2023-24 Projected		20	24-25 Projected	Difference	
Beginning Cash Balance	\$	10,860,567	\$	11,503,227	\$ 642,660	
Plus: Revenues		7,876,318		7,825,000	(51,318)	
Less: Expendiutres		(5,027,718)		(5,748,200)	(720,482)	
Less: Bond Payments		(934,100)		(930,700)	3,400	
Less: Capital Replacement Fund Contribution		(1,271,840)		(1,275,000)	(3,160)	
<b>Projected Ending Cash Balance</b>	\$	11,503,227	\$	11,374,327	\$ (128,900)	

#### **Capital Replacement Funds**

	2023-24 Projected		202	4-25 Projected	Difference		
Particular Code Palaces	<u> </u>	6 640 360	<u>,</u>	F 020 222	ć	(670.046)	
Beginning Cash Balance	\$	6,618,268	\$	5,938,322	\$	(679,946)	
Plus: Revenues		1,271,840		1,275,000		3,160	
Less: Expendiutres		(1,951,786)		(6,696,000)		(4,744,214)	
<b>Projected Ending Cash Balance</b>	\$	5,938,322	\$	517,322	\$	(5,421,000)	

The District anticipates a cash balance of approximately \$11,374,327 in its Operations and Maintenance funds and \$517,322 in its Capital Replacement funds at 6/30/2025, based on the proposed budgetary figures presented in Attachments A and B.

In summary, the District will head into Fiscal Year 2024-25 in great financial shape, and based on staff projections, will continue to be so at the culmination of the fiscal year. At each quarterly financial update staff will inform the Finance Committee and the Board of Directors of any significant variations (both positive and negative to the fiscal condition of the District) that arise during the year and seek guidance on how to address such items.

#### **Attachments:**

Attachment A – FY 2024-25 Operating Budget – Proposed Attachment B – FY 2024-25 CIP Budget – Proposed Attachment C – FY 2024-25 Salary Schedules

# OPERATING BUDGET FOR FISCAL YEAR 2024-25 - PROPOSED

				BASED ON DATA	AS OF 5/31/2024		
A/C No	DESCRIPTION	FY2022-23 Actual	FY2023-24	Actual Expense	Projected Year End	FY2024-25	Increase/(Decrease)
A/CNO	DESCRIPTION	Expenditures	Approved Budget	Actual Expense	Projected real Elia	Proposed Budget	From Prior Fiscal Year
6100	Regular Salaries	1,894,170	2,099,000	1,741,090	1,899,371	2,230,000	131,000
6105	Board Salaries	34,672	45,000	24,948	27,216	45,000	-
6108	Auto Allowance - GM	3,600	3,600	3,300	3,600	3,600	-
6270	Standby Pay	38,985	33,000	46,200	50,400	54,600	21,600
6300	Overtime	15,462	30,000	19,446	21,214	30,000	-
6400	CalPERS Contribution	383,086	415,000	374,245	408,268	430,000	15,000
6410	Employee Benefits	55,572	60,000	52,322	57,078	65,000	5,000
6500	FICA / Social Security Contribution	114,856	135,000	109,918	119,911	145,000	10,000
6510	Medicare Contribution	27,624	32,000	26,107	28,481	34,000	2,000
6520	Unemployment Tax - SUI	2,884	3,500	2,395	2,613	3,500	-
6600	Group Medical Insurance	244,349	300,000	229,290	250,135	275,000	(25,000)
6605	Retirement Medical Benefits	21,204	20,000	16,512	18,013	23,000	3,000
6610	Life Insurance	5,556	7,300	4,250	4,636	6,500	(800)
6615	Short / Long Term Disability	18,766	26,000	14,467	15,782	26,000	-
6620	Worker's Compensation	38,650	50,000	44,958	49,045	58,000	8,000
6640	Dental Insurance	11,463	19,000	8,714	9,506	19,000	-
6650	Uniform Allowance	9,851	11,500	9,035	9,856	11,500	-
	Total Salaries and Benefits	\$ 2,920,750	\$ 3,289,900	\$ 2,727,199	\$ 2,975,126	\$ 3,459,700	\$ 169,800
7090	Pooled Liability Insurance	76,236	80,000	73,846	80,559	88,000	8,000
	•	25,878	28,000	36,131	39,415	42,000	
7091 7093	Property Insurance	849	1,200	891	972	1,200	14,000
	Crime Policy Public Entity Physical Damage	9,408	10,000	11,656	12,716	14,000	4,000
7094 7110		1,845	2,500	1,000	1,091	2,500	4,000
	New Employee Physicals/Expenses	89,098				· ·	31,000
7121 7122	Property Maintenance Vehicle Maintenance	13,260	70,000 15,000	189,089	206,278 4,602	101,000 15,000	31,000
		15,200	1,000	4,219	4,002	1,000	-
7126	Coll - Equipment Rental	2 216		653	712	· ·	-
7127	Coll - Safety Equipment	3,216	8,000			8,000	2,000
7129	Lift Station Parts	22,487	30,000 15,000	44,313 6,103	48,342 6,658	32,000 15,000	2,000
7133	VacCon Equipment / Repairs	16,530	,	,			-
7134	CCTV Equipment / Repairs	5,282	15,000	14,473	15,789	15,000	-
7135 7136	Private Lateral Replacement Incentive Miscellaneous Collection Tools/Supplies	- C 722	10.000	12 107	12.205	10.000	-
7136	Jetter Truck Equipment / Repairs	6,733	10,000 6,000	12,187	13,295	10,000	-
7138		3,511 2,042		4,637 1,490	5,059	6,000	-
7150	Mechanical Maintenance	· · · · · · · · · · · · · · · · · · ·	5,000	•	1,625	5,000	-
7200	General Operating Supplies	10,561	10,000	9,021	9,841	10,000	-
7201 7202	Drinking, Bottled Water	2,057	2,500	1,921	2,096	2,500	-
7202	Gloves	7,079	8,000	5,385	5,874	8,000	-
7205	Community & Employee Goodwill	1,348	6,000	3,250	3,545	6,000	-
7220	Mailing / Shipping Expenses	994	5,000	350	382	5,000	(40.000)
7430	Members Sipstary District	51,308	50,000	23,285	39,000	40,000	(10,000)
7440	<b>ក្រាន្ទេដ្ឋាភ្ជាខ្លួលនៅក្នុងខ្លាំង ខ្លួនខ្លួ</b> ne 19, 2024 Page 289 of 311	-	2,500	758	827	2,500	1/3

# OPERATING BUDGET FOR FISCAL YEAR 2024-25 - PROPOSED

		BASED ON DATA AS OF 5/31/2024					
A/C No	DESCRIPTION	FY2022-23 Actual	FY2023-24	Actual Expense	Projected Year End	FY2024-25	Increase/(Decrease)
A/C NO	DESCRIPTION	Expenditures	Approved Budget	Actual Expense	Projected rear End	Proposed Budget	From Prior Fiscal Year
7450	Office Expenses	12,566	15,000	9,333	10,181	15,000	-
7452	Scanning & Shredding	-	10,000	-	-	10,000	-
7454	Books / Subscriptions / Study Guides	813	2,000	505	551	2,000	-
7456	Computer Hardware/Software/Licensing	23,014	37,500	48,152	52,529	45,000	7,500
7461	Prof Services - Legal	100,845	100,000	48,363	52,760	75,000	(25,000)
7462	Prof Services - Accounting	28,806	45,000	28,208	30,772	40,000	(5,000)
7463	Prof Services - Engineering	4,226	100,000	6,148	6,706	100,000	-
7464	Prof Services - Computer	51,918	60,000	83,587	91,186	60,000	-
7466	Prof Services - Human Resources	13,796	12,000	58,313	63,614	12,000	-
7467	Prof Services - Special Legal Counsel	18,403	25,000	-	-	-	(25,000)
7500	Public Outreach/Education	-	10,000	4,682	5,107	10,000	-
7506	Administrative Fees	28,294	30,000	19,178	20,921	30,000	-
7508	Collection/Treatment Fines	-	10,000	-	-	10,000	-
7510	Contracted Services/Labor	97,210	95,000	137,609	150,119	95,000	-
7530	Notices / Ads for Publication	3,068	3,000	463	505	3,000	-
7610	Furniture & Fixtures	2,244	10,000	1,476	1,610	15,000	5,000
7641	NPDES Permit Requirements - Lab	14,808	17,000	11,451	12,492	17,000	-
7645	NPDES Permit Requirements - Operations	35,295	100,000	92,883	101,327	100,000	-
7650	Election Expenses	-	-	-	-	8,000	8,000
7652	Biosolids Disposal	68,976	65,000	56,072	61,169	70,000	5,000
7653	Chemicals for Plant	331,244	300,000	260,000	283,636	300,000	-
7654	Generator Servicing - Plant	2,140	10,000	868	947	10,000	-
7655	Hazardous Materials Disposal	231	2,000	291	317	2,000	-
7656	Plant Equipment Rental		5,000	-	-	5,000	-
7657	Plant Maintenance Materials	86,757	90,000	68,004	74,186	90,000	-
7658	Plant Maintenance Projects	4,837	5,000		-	5,000	-
7659	Safety Expenses	2,451	5,000	596		5,000	-
7661	Polymer	9,665	10,000	4,833	5,272	10,000	-
7662	Small Tools/ Equipment - Plant	3,072	4,000	1,368	1,493	4,000	-
7663	UF/RO - Operations		-	-	-	-	-
7664	UF/RO - Lab		-	-	-	-	-
7665	UF/RO - Chemicals		-	-	-	-	-
7670	Special Projects	29,589	120,000	85,031	·	85,000	(35,000)
7671	Asset Management	21,198	97,000	58,675		186,800	89,800
7675	COVID-19 Expenses	10,648	-	2,112		-	-
7681	2023 Winter Storm	-	-	817	892	-	-
7700	Laboratory Consumables & Small Equipment	28,593	32,000	33,216	36,236	35,500	3,500
7702	Laboratory Equipment Maintenance	22,846	10,000	4,354	4,750	12,000	2,000
7703	Contract Laboratory Analyses	8,893	10,000	4,705	5,133	10,000	-
7722	<b>Board Training/Conf. Registration</b>	-	2,500	1,300	1,418	2,500	-
7723	Boand dvbe8timga//TDexebExpenses	1,293	1,000	3,397	3,706	5,000	4,000
7724	<b>Stast hrang Monit! ዩ dgistrittic</b> ቡ24 Page 290 of 311	13,014	15,000	5,968	6,510	15,000	2/3

# OPERATING BUDGET FOR FISCAL YEAR 2024-25 - PROPOSED

				BASED ON DATA	AS OF 5/31/2024		
A/C No	DESCRIPTION	FY2022-23 Actual Expenditures	FY2023-24 Approved Budget	Actual Expense	Projected Year End	FY2024-25 Proposed Budget	Increase/(Decrease) From Prior Fiscal Year
7725	Staff Travel Expenses	7,342	10,000	9,957	10,862	15,000	5,000
7726	Staff Certifications/Licenses	7,450	8,000	2,931	3,197	8,000	-
7727	OSHA Required Training	6,217	5,000	6,297	6,870	5,000	-
7728	Safety Boot Allowance	3,304	4,500	2,123	2,317	4,500	-
7729	Apparel and Uniforms	-	2,500	1,303	1,422	1,422 2,500	
7731	Local Meeting Expenses	805	2,500	3,478	3,794	2,500	-
7740	Fuel and Oil	22,991	25,000	19,067	20,800	25,000	-
7761	Water	8,389	10,000	13,000	14,182	15,000	5,000
7762	Natural Gas	5,160	5,500	2,434	2,655	5,500	-
7763	Electricity	202,438	215,000	185,780	202,670	225,000	10,000
7766	Trash & Recycling Service	17,792	17,000	8,986	9,802	17,000	-
7767	Communications	17,475	18,000	14,951	16,310	22,000	4,000
7768	Telephone - Cellular	12,726	12,000	12,159	13,264	12,000	-
	Total Operations & Maintenance	\$ 1,742,564	\$ 2,180,700	\$ 1,869,078	\$ 2,052,593	\$ 2,288,500	\$ 107,800
	Total Expenses		5,470,600	4,596,277	5,027,718	5,748,200	277,600

# FY 2024-25 Capital Improvement Program (CIP) Budget - Proposed

# **Collections:**

Project No.			Estimated Cost		2024/2025 Budget		
C001	Collection System Master Plan	\$	175,000	\$	175,000		
C003	2025 Sewermain CIPP Lining - Design	\$	150,000	\$	150,000		
C005	Manhole Lining Project	\$	1,500,000	\$	1,500,000		
C009	Emergency Bypass Pumper - Rollover	\$	60,000	\$	60,000		
C010	FEMA Rehabilitation - Design/Permitting	\$	125,000	\$	125,000		
C010	FEMA Rehabilitation - Construction	\$	1,100,000	\$	1,100,000		
C011	Tractor	\$	150,000	\$	150,000		
C012	CCTV Camera and Transporter	\$	65,000	\$	65,000		
C013	Combination Cleaner - Rollover	\$	662,000	\$	662,000		
CMAN	Manhole Adjustments	\$	75,000	\$	75,000		
CEME	Collection O/M Emergencies		Unknown	\$	75,000		
	Collections Total						

## **Lift Stations:**

Project No.	Description	Estimated Cost	2024/2025 Budget
L001	Channel Lift Station Improvement	\$ 400,000	\$ 400,000
L004	Bonnymede Lift Station Improvement	\$ 75,000	\$ 75,000
L005	Posilipo Lift Station Improvement	\$ 39,000	\$ 39,000
L007	Smartcover Upgrades	\$ 21,000	\$ 21,000
LEME	Lift Station Emergency Repairs	Unknown	\$ 75,000
·		Lift Stations Total	\$ 610,000

# **Treatment & Laboratory:**

Project No.	Description		Estimated Cost		2024/2025 Budget
T001	Wastewater Treatment Plant Project - Design and Engineering	\$	1,000,000	\$	1,000,000
T012	Clarifier Maintenance - Rollover	\$	220,000	\$	160,000
T014	Laboratory Dishwasher	\$	11,000	\$	11,000
T015	Diffusers	\$	43,000	\$	43,000
T016	Ras-Was Program Logic Control (PLC) Upgrade	\$	70,000	\$	70,000
T017	Flow Meters	\$	40,000	\$	40,000
TEQU	Treatment Equipment	\$	50,000	\$	50,000
TEME	Treatment O/M Emergencies		Unknown	\$	100,000
TSCA	SCADA Maintenance	\$	50,000	\$	50,000
		Tre	eatment & Laboratory Total	\$	1,524,000

# **Facilities:**

Project No.	Description	Estimated Cost			2024/2025 Budget
F004	Administration Building Improvements	\$	30,000	\$	30,000
F007	Siesmic and Materials Study	\$	233,497	\$	205,000
F008	Electric Vehicle Charging Station	\$	25,000	\$	25,000
· ·			Facilities Total	\$	275,000

## **Sewer Main Extensions:**

Project No.	Description		Estimated Cost	2024/2025 Budget
S001	Septic to Sewer Strategic Plan	\$	150,000	\$ 150,000
•		Se	ewer Main Extensions Total	\$ 150,000

Program		2024/2025 Budget					
Collections	\$	4,137,000					
Lift Stations	\$	610,000					
Treatment & Laboratory	\$	1,524,000					
Facilities	\$	275,000					
Sewer Main Extensions	\$	150,000					
Total	\$	6,696,000					

# Montecito Sanitary District Hourly Salary Range Table - Represented Fiscal Year 2024-25

Per MOU approved at the February 8, 2023 Board Meeting

Step: A		Α	ВС		С	D		E			
<u>Division</u>	<u>Role</u>	EMPLOYMENT CLASSIFICATION		<u>Hourly</u>	<u>Hourly</u>		<u>Hourly</u>		<u>Hourly</u>		<u>Hourly</u>
Admin	Admin Asst	Administrative Technician II	\$	37.78	\$ 39.68	\$	41.66	\$	43.75	\$	45.95
Admin	Admin Asst	Accounting/Admin. Assistant	\$	47.67	\$ 50.05	\$	52.56	\$	55.18	\$	57.94
Maint	Line	Facilities Maintenance	\$	37.04	\$ 38.88	\$	40.83	\$	42.87	\$	45.01
Maint	Supervisor	Chief Maintenance Mechanic	\$	51.92	\$ 54.53	\$	57.25	\$	60.11	\$	63.12
Collections	Trainee	Collections Operator in Training (OIT)	\$	27.08	\$ 28.44	\$	29.87	\$	31.36	\$	32.93
Collections	Line	Collections I	\$	33.05	\$ 34.70	\$	36.44	\$	38.26	\$	40.17
Collections	Line	Collections II	\$	37.04	\$ 38.88	\$	40.83	\$	42.87	\$	45.01
Collections	Line	Collections III	\$	41.52	\$ 43.59	\$	45.77	\$	48.06	\$	50.47
Collections	Line	Collections IV	\$	45.76	\$ 48.04	\$	50.45	\$	52.97	\$	55.62
Collections	Supervisor	Collections Lead Operator	\$	52.97	\$ 55.62	\$	58.40	\$	61.32	\$	64.39
Ops	Trainee	Operations Operator in Training (OIT)	\$	29.68	\$ 31.16	\$	32.72	\$	34.35	\$	36.07
Ops	Line	Operator I	\$	33.54	\$ 35.21	\$	36.97	\$	38.82	\$	40.76
Ops	Line	Operator II	\$	36.96	\$ 38.81	\$	40.75	\$	42.79	\$	44.93
Ops	Line	Operator III	\$	40.76	\$ 42.80	\$	44.94	\$	47.19	\$	49.55
Ops	Line	Operator IV	\$	44.94	\$ 47.19	\$	49.54	\$	52.02	\$	54.62
Ops	Line	Operator V	\$	54.83	\$ 57.57	\$	60.44	\$	63.47	\$	66.64

# Montecito Sanitary District Hourly Management Salary Range Table - Unrepresented Fiscal Year 2024-25

Per Management Terms Agreement approved at the May 26, 2023 Board Meeting

		0 11				
MANAGERS			<u>Hour</u>	Hourly Low		ly High
Ops	Manager	Laboratory & Pretreatment Manager	\$	53.78	\$	70.38
Collections	Manager	Chief Plant Operator/Treatment Superintendent	\$	69.96	\$	85.05
Ops	Manager	Operations Manager (Vacant)	\$	66.12	\$	86.53
Admin	Manager	Business and Administrative Manager	\$	65.49	\$	85.73
Collections/Ops	Manager	Collections & Maintenance Superintendent	\$	72.11	\$	87.65
Admin	Manager	Engineering Manager	\$	68.41	\$	89.54

EXECUTIVE			Hou	rly Rate
Admin	Executive	General Manager	\$	96.37

# **Montecito Sanitary District Monthly Salary Range Table - Represented Fiscal Year 2024-25**

Per MOU approved at the February 8, 2023 Board Meeting

		Step:	_	A	В	С	D	E
<u>Division</u>	Role	EMPLOYMENT CLASSIFICATION	Г	Monthly	Monthly	Monthly	Monthly	Monthly
Admin	Admin Asst	Administrative Technician II	\$	6,548.53	\$ 6,877.87	\$ 7,221.07	\$ 7,583.33	\$ 7,964.67
Admin	Admin Asst	Accounting/Admin. Assistant	\$	8,262.80	\$ 8,675.33	\$ 9,110.40	\$ 9,564.53	\$ 10,042.93
Maint	Line	Facilities Maintenance	\$	6,420.27	\$ 6,739.20	\$ 7,077.20	\$ 7,430.80	\$ 7,801.73
Maint	Supervisor	Chief Maintenance Mechanic	\$	8,999.47	\$ 9,451.87	\$ 9,923.33	\$ 10,419.07	\$ 10,940.80
Collections	Trainee	Collections Operator in Training (OIT)	\$	4,693.87	\$ 4,929.60	\$ 5,177.47	\$ 5,435.73	\$ 5,707.87
Collections	Line	Collections I	\$	5,728.67	\$ 6,014.67	\$ 6,316.27	\$ 6,631.73	\$ 6,962.80
Collections	Line	Collections II	\$	6,420.27	\$ 6,739.20	\$ 7,077.20	\$ 7,430.80	\$ 7,801.73
Collections	Line	Collections III	\$	7,196.80	\$ 7,555.60	\$ 7,933.47	\$ 8,330.40	\$ 8,748.13
Collections	Line	Collections IV	\$	7,931.73	\$ 8,326.93	\$ 8,744.67	\$ 9,181.47	\$ 9,640.80
Collections	Supervisor	Collections Lead Operator	\$	9,181.47	\$ 9,640.80	\$ 10,122.67	\$ 10,628.80	\$ 11,160.93
Ops	Trainee	Operations Operator in Training (OIT)	\$	5,144.53	\$ 5,401.07	\$ 5,671.47	\$ 5,954.00	\$ 6,252.13
Ops	Line	Operator I	\$	5,813.60	\$ 6,103.07	\$ 6,408.13	\$ 6,728.80	\$ 7,065.07
Ops	Line	Operator II	\$	6,406.40	\$ 6,727.07	\$ 7,063.33	\$ 7,416.93	\$ 7,787.87
Ops	Line	Operator III	\$	7,065.07	\$ 7,418.67	\$ 7,789.60	\$ 8,179.60	\$ 8,588.67
Ops	Line	Operator IV	\$	7,789.60	\$ 8,179.60	\$ 8,586.93	\$ 9,016.80	\$ 9,467.47
Ops	Line	Operator V	\$	9,503.87	\$ 9,978.80	\$ 10,476.27	\$ 11,001.47	\$ 11,550.93

# Montecito Sanitary District Monthly Management Salary Range Table - Unrepresented Fiscal Year 2024-25

Per Management Terms Agreement approved at the May 26, 2023 Board Meeting

		8 8				
MANAGERS			Mo	nthly Low	Mo	nthly High
Ops	Manager	Laboratory & Pretreatment Manager	\$	9,321.87	\$	12,199.20
Collections	Manager	Chief Plant Operator/Treatment Superintendent	\$	12,126.40	\$	14,742.00
Ops	Manager	Operations Manager (Vacant)	\$	11,460.80	\$	14,998.53
Admin	Manager	Business and Administrative Manager	\$	11,351.60	\$	14,859.87
Collections/Ops	Manager	Collections & Maintenance Superintendent	\$	12,499.07	\$	15,192.67
Admin	Manager	Engineering Manager	\$	11,857.73	\$	15,520.27

EXECUTIVE			Mo	nthly Rate
Admin	Executive	General Manager	\$	16,704.17

# Montecito Sanitary District Annual Salary Range Table - Represented Fiscal Year 2024-25

Per MOU approved at the February 8, 2023 Board Meeting

		Step:	Α	В	С	D	E
<u>Division</u>	<u>Role</u>	EMPLOYMENT CLASSIFICATION	<u>Annually</u>	<u>Annually</u>	<u>Annually</u>	<u>Annually</u>	<u>Annually</u>
Admin	Admin Asst	Administrative Technician II	\$ 78,582.40	\$ 82,534.40	\$ 86,652.80	\$ 91,000.00	\$ 95,576.00
Admin	Admin Asst	Accounting/Admin. Assistant	\$ 99,153.60	\$ 104,104.00	\$ 109,324.80	\$ 114,774.40	\$ 120,515.20
Maint	Line	Facilities Maintenance	\$ 77,043.20	\$ 80,870.40	\$ 84,926.40	\$ 89,169.60	\$ 93,620.80
Maint	Supv	Chief Maintenance Mechanic	\$ 107,993.60	\$ 113,422.40	\$ 119,080.00	\$ 125,028.80	\$ 131,289.60
Collections	Trainee	Collections Operator in Training (OIT)	\$ 56,326.40	\$ 59,155.20	\$ 62,129.60	\$ 65,228.80	\$ 68,494.40
Collections	Line	Collections I	\$ 68,744.00	\$ 72,176.00	\$ 75,795.20	\$ 79,580.80	\$ 83,553.60
Collections	Line	Collections II	\$ 77,043.20	\$ 80,870.40	\$ 84,926.40	\$ 89,169.60	\$ 93,620.80
Collections	Line	Collections III	\$ 86,361.60	\$ 90,667.20	\$ 95,201.60	\$ 99,964.80	\$ 104,977.60
Collections	Line	Collections IV	\$ 95,180.80	\$ 99,923.20	\$ 104,936.00	\$ 110,177.60	\$ 115,689.60
Collections	Supv	Collections Lead Operator	\$ 110,177.60	\$ 115,689.60	\$ 121,472.00	\$ 127,545.60	\$ 133,931.20
Ops	Trainee	Operations Operator in Training (OIT)	\$ 61,734.40	\$ 64,812.80	\$ 68,057.60	\$ 71,448.00	\$ 75,025.60
Ops	Line	Operator I	\$ 69,763.20	\$ 73,236.80	\$ 76,897.60	\$ 80,745.60	\$ 84,780.80
Ops	Line	Operator II	\$ 76,876.80	\$ 80,724.80	\$ 84,760.00	\$ 89,003.20	\$ 93,454.40
Ops	Line	Operator III	\$ 84,780.80	\$ 89,024.00	\$ 93,475.20	\$ 98,155.20	\$ 103,064.00
Ops	Line	Operator IV	\$ 93,475.20	\$ 98,155.20	\$ 103,043.20	\$ 108,201.60	\$ 113,609.60
Ops	Line	Operator V	\$ 114,046.40	\$ 119,745.60	\$ 125,715.20	\$ 132,017.60	\$ 138,611.20

# Montecito Sanitary District Annual Management Salary Range Table - Unrepresented Fiscal Year 2024-25

Per Management Terms Agreement approved at the May 26, 2023 Board Meeting

MANAGERS			Annual Low	Annual High
Ops	Manager	Laboratory & Pretreatment Manager	\$ 111,862.40	\$ 146,390.40
Collections	Manager	Chief Plant Operator/Treatment Superintendent	\$ 145,516.80	\$ 176,904.00
Ops	Manager	Operations Manager (Vacant)	\$ 137,529.60	\$ 179,982.40
Admin	Manager	Business and Administrative Manager	\$ 136,219.20	\$ 178,318.40
Collections/Ops	Manager	Collections & Maintenance Superintendent	\$ 149,988.80	\$ 182,312.00
Admin	Manager	Engineering Manager	\$ 142,292.80	\$ 186,243.20

<b>EXECUTIVE</b>				Annual Rate
Admin	Executive	General Manager	\$	200,450.00



# MONTECITO SANITARY DISTRICT STAFF REPORT- 8

**DATE:** June 19, 2024

**TO:** Board of Directors

**FROM:** John Weigold, General Manager

**SUBJECT:** Electric Vehicle Charging Policy

#### RECOMMENDATION

Staff recommends that the Board of Directors consider approving an Electric Vehicle Charging policy.

#### **BACKGROUND**

As part of the State of California Advanced Clean Cars II regulations, all new passenger cars, trucks, and SUVs sold in California must be zero-emission vehicles by 2035. Additionally, all State government agencies must ensure, beginning January 1, 2024, that 50 percent of their annual vehicle purchases per calendar year are zero-emissions, and beginning January 1, 2027, that 100 percent of vehicle purchases are zero-emissions. While the Montecito Sanitary District has some exemptions due to our fleet size and specialty vehicle exemptions, the District must begin preparations toward creating infrastructure to support electric vehicles.

Our workforce has begun to purchase electric vehicles and the District is in planning for such purchases in the near future. Thus, to begin implementation of the State policies and to support our employees, this policy has been developed. The policy has also been reviewed by legal counsel.

#### **ATTACHMENTS:**

1. MSD Electric Vehicle Charging Policy

## **Montecito Sanitary District**

# **Employee Electric Vehicle Charging Policy**

## 1. Purpose

The purpose of this policy is to establish guidelines and procedures for the use of electric vehicle (EV) charging stations provided by the District for employees. This policy ensures fair access, proper usage, and maintenance of EV charging infrastructure.

# 2. Scope

This policy applies to all employees who utilize the District's EV charging stations.

### 3. Policy Details

# 3.1 Charging Station Use

- **Eligibility:** Only employees with registered electric vehicles are permitted to use the EV charging stations.
- **Registration:** Employees must register their electric vehicle with the District's facilities management department to gain access to the charging stations.
- **Use of Charging Stations:** Charging stations are available on a first-come, first-served basis. Employees are encouraged to use the stations responsibly and efficiently to maximize availability for all users.

## 3.2 Charging Times

- Peak Hours: To ensure availability, employees should consider limiting their charging sessions to a maximum of 4 hours during peak business hours (8 AM - 5 PM).
- After Hours: Charging is permitted after business hours and on weekends, but vehicles must be moved once charging is complete to avoid occupying the station unnecessarily.

#### 3.3 Fees

- Cost of Charging: The District may charge a nominal fee for the use of EV charging stations to cover electricity and maintenance costs. The fee structure will be communicated to all registered users.
- Billing: Charging fees will be billed monthly through payroll deductions or other agreed-upon methods.

#### 3.4 Responsibilities

• Employee Responsibilities:

- Ensure the vehicle is properly connected to the charging station.
- Adhere to the designated charging time limits.
- Promptly move the vehicle once charging is complete.
- Report any issues or damages to the facilities management department immediately.

# District Responsibilities:

- Maintain the charging stations in good working order.
- o Provide clear instructions and signage for the use of the charging stations.
- Communicate any changes to the policy or charging fees in a timely manner.

## 3.5 Safety and Compliance

- Safety: Employees must follow all safety guidelines and procedures when using the charging stations. Misuse or negligent behavior may result in loss of charging privileges.
- **Compliance:** Employees must comply with all applicable local, state, and federal regulations regarding EV charging.

## 3.6 Enforcement

- Violations: Violations of this policy, such as exceeding time limits, failure to pay fees, or improper use of the charging stations, may result in disciplinary action, including the revocation of charging privileges.
- Reporting: Any misuse or abuse of the charging stations should be reported to the General Manager or the Collections and Maintenance Superintendent immediately.

### 4. Liability Protection

## 4.1 Company Liability

- **Limited Liability:** The District is not liable for any damage to employees' vehicles or personal property resulting from the use of the EV charging stations.
- **Insurance:** Employees are responsible for ensuring their vehicles are adequately insured. The District's insurance does not cover personal vehicles.

#### 4.2 Employee Responsibility

- Damage and Theft: Employees are responsible for any damage to the charging equipment caused by their vehicles. The company is not responsible for theft or damage to employees' vehicles or property while using the charging stations.
- Hold Harmless: By using the EV charging stations, employees agree to hold the District harmless from any claims, losses, or damages resulting from their use of the charging stations.

# 4.3 Incident Reporting

- Accidents and Damage: Any incidents involving damage to vehicles or charging equipment must be reported to General Manager or the Collections and Maintenance Superintendent immediately.
- **Liability Claims:** Any claims for damage must be handled through the employee's personal auto insurance.

# 5. Policy Review and Amendments

This policy will be reviewed annually and may be amended as necessary to ensure it remains effective and relevant. Any changes will be communicated to employees in a timely manner.

#### 6. Contact Information

For questions or concerns regarding this policy or the use of EV charging stations, please contact the General Manager or the Collections and Maintenance Supervisor.

# MONTECITO SANITARY DISTRICT STAFF REPORT- 9

**DATE:** June 19, 2024

**TO:** Board of Directors

**FROM:** John Weigold, General Manager

**SUBJECT:** Montecito Sanitary District and Montecito Water District Recycled Water

Memorandum of Understanding

#### RECOMMENDATION

Staff recommends that the Board of Directors receive a report from staff regarding the status of a memorandum of understanding (MOU) as it relates to recycled water between Montecito Sanitary District (MSD) and Montecito Water District (MWD).

## BACKGROUND

Upon conclusion of consideration of a consolidation with the MWD at its October 12, 2023 Board meeting, the MSD Board directed the MSD General Manager to work with the MWD General Manager to develop an MOU to pursue recycled water. Following initial meetings between the two district presidents and general managers, further discussions languished.

At its March 25, 2024 Board meeting, the MWD Board of Directors decided to place the recycled water project on hold until further notice and to forgo a \$1M U.S. Bureau of Reclamation WaterSMART Planning Grant. Significant increases in capital costs, specifically for recycled water projects, are being felt by many local public agencies including Carpinteria Valley Water District/Carpinteria Sanitary District and the City of Ventura. Additionally, the availability of State grants for construction has declined dramatically and federal grants are limited at 25%. The combination of extraordinary cost increases and reduced funding availability has made the continued pursuit of the recycled water project financially challenging.

According to MWD, securing local reliable water supplies for the community at a reasonable cost remains a top priority for MWD. If additional planning and construction grant funding opportunities arise in the future and/or the anticipated unit cost of advanced treated water decreases making a recycled water project financially viable, the MWD Board will consider reinitiating a recycled water project.

Regarding the continued pursuit of an MOU, the MWD advised the MSD that considering that recycled water development has been put on hold for now, the MWD does not see value in developing an MOU at this time. MWD remains supportive of recycled water and will consider reinitiating development when a cost-effective project is identified.

On a related note, the MSD Board passed Resolution No. 2018-912 (Attachment 1) on August 27, 2018, which "reiterates its support for recycled water in Montecito and its commitment to a publicly owned, MSD staffed, recycled water facility on the MSD site for use in the community as desired by the MWD."

#### **ATTACHMENTS:**

1. MSD Resolution 2018-912: Recycled Water in Montecito

#### **RESOLUTION NO. 2018-912**

# RESOLUTION OF THE GOVERNING BOARD OF THE MONTECITO SANITARY DISTRICT REGARDING RECYCLED WATER IN MONTECITO

WHEREAS the Montecito Sanitary District has been serving the community with the collection, treatment and disposal of wastewater in Montecito since 1961;

WHEREAS the Montecito Sanitary District's mission is to protect public health and safety and to preserve the natural environment through the collection, treatment, and disposal of wastewater;

WHEREAS the Montecito Water District's mission is to provide an adequate and reliable supply of high quality water to the residents of Montecito and Summerland, at the most reasonable cost;

WHEREAS since 2004, the Montecito Sanitary District's Site Master Plan has designated a site for recycled water treatment processes in anticipation of a Montecito Water District's request for recycled water;

**WHEREAS** since 2008, Montecito Sanitary District representatives have been engaged in regional discussions such as the California Water Plan and Integrated Regional Water Management Plan;

WHEREAS the Montecito Sanitary District is prohibited by law from purveying recycled water and may not charge customers for expenses associated with wastewater treatment in excess of the requirements in their NPDES permit issued by the California Regional Water Quality Board;

WHEREAS in order for Montecito Sanitary District wastewater to be recycled and used in the Montecito Water District service area, the Montecito Water District would need to fund the production and distribution of recycled water, with the exception of recycled water that would be solely used and funded by the Montecito Sanitary District on the Montecito Sanitary District property; and,

WHEREAS in August 2018, some Montecito Water District Board Members expressed unequivocal support for the production and distribution of recycled water in the Montecito community;

August 27, 2018

## NOW, THEREFORE, BE IT RESOLVED:

The Montecito Sanitary District Board of Directors reiterates its support for recycled water in Montecito and expresses its commitment to a publicly owned, Montecito Sanitary District staffed, recycled water facility on the Montecito Sanitary District site for use in the community as desired by the Montecito Water District.

**PASSED AND ADOPTED** by the Governing Board of the MONTECITO SANITARY DISTRICT on the 27th day of August 2018 by the following vote:

**AYES**:

Directors Ishkanian, Kern, Owens, Williams, Kerns

NAYS:

None

**ABSTAIN**:

None

**ABSENT:** 

None

Judy Ishkanian, President of the Governing Board of the

MONTECITO SANITARY DISTRICT

ATTEST:

EST. EST. 1947

of the Governing Board of the MONTECITO SANITARY DISTRICT



# MONTECITO SANITARY DISTRICT STAFF REPORT – 10

**DATE:** June 19, 2024

**TO:** Board of Directors

**FROM:** Stephen Williams, Business and Administrative Manager

**SUBJECT:** District Benefits

#### RECOMMENDATION

It is recommended that the Board:

- i) Receive a presentation from staff regarding District benefits; and
- ii) Take any such additional, related action that may be desirable.

#### **DISCUSSION**

At the last Special Meeting of the Board on June 5, 2024 it was requested that staff compile a summary of the benefits offered at the District and present to the Board.

# FISCAL ANALYSIS

No fiscal impacts

#### **ATTACHMENTS**

1. District Benefits Summary

# **Summary of MSD Employee Benefits**

#### Vacation - Based on Hire Date

For employees hired prior to 1/1/2018:

Length of Service (From Employee's Hire Date)	Vacation Hours Accrued Per Bi-Weekly Pay Period	Vacation Hours Accrued Per Benefit Year
Date of hire through 2 years	3.077 hours	80 hours
Beginning of 3rd – 8 years	4.615 hours	120 hours
Beginning of 9th – 14 years	6.154 hours	160 hours
Beginning of 15th + years	7.692 hours	200 hours

#### For employees hired after 1/1/2018:

Length of Service (From Employee's Hire Date)	Vacation Hours Accrued Per Bi-Weekly Pay Period	Vacation Hours Accrued Per Benefit Year
Date of hire through 5 years	3.077 hours	80 hours
Beginning of 5th – 10 years	4.615 hours	120 hours
Beginning of 10th – 15 years	6.154 hours	160 hours
Beginning of 15th + years	7.692 hours	200 hours

#### **Sick Leave**

All employees accrue 96 hours per year. Employees can accrue up to a maximum of 960 hours.

#### **Personal Leave**

All employees (except the General Manager) accrue 32 hours per year. Employees can accrue up to a maximum of 48 hours.

#### **Holidays**

The District has 10 declared holidays.

#### **Medical Benefits - Based on Hire Date**

For Employees hired prior to 1/1/2018:

District covers all medical costs up to the Employee + 1 level. Employee pays difference between the Employee + 1 and Employee + Family level (see cost summary on next page)

For Employees hired after 1/1/2018:

District contributes up to \$1,400 up to the Employee + 1 level. Employee pays the difference above the \$1,400 for their Employee +1 or Employee + Family coverage (see cost summary on next page)

# **2024 Plan Cost Rates Table**

	Montecito Sanitary District												
	ACWA / JPIA 2024 Medical & Dental Plan Design:												
<b>Anthem Blue Cross</b>	Deductible	Dr Co-pay	ER Visit	Hospital	Prescriptions	Max Out of Pocket							
Classic PPO	\$200/600	\$15	\$50	Ded/10%/20%	\$5/20/50	\$2,000/\$4,000							
CalCare HMO	\$0	\$10	\$50	\$0	\$5/20/50	\$500/\$1,500							

	ACWA / JPIA 2024 Medical & Dental Plan Rates:														
	MONTHLY PER PAY PERIOD														
		SINGLE TWO-PARTY FAMILY SINGLE TWO-PARTY FAMILY													
Classic PPO	\$	822.46	\$	1,644.92	\$	2,179.52	\$	411.23	\$	822.46	\$	1,089.76			
CalCare HMO	\$	1,029.75	\$	2,059.50	\$	2,728.84	\$	514.88	\$	1,029.75	\$	1,364.42			
Delta Dental PPO	\$	33.72	\$	65.20	\$	106.12	\$	16.86	\$	32.60	\$	53.06			

I	HIRE DATE PRIOR TO JANUARY 1, 2018  Montecito Sanitary District pays up to Two-Party monthly premium amount													
		MONTHLY PER PAY PERIOD												
	SI	NGLE	TW	O-PARTY		FAMILY		SINGLE	TW	O-PARTY		FAMILY		
Classic PPO	\$	-	\$	-	\$	534.60	\$	-	\$	-	\$	267.30		
CalCare HMO	\$	-	\$	-	\$	669.34	\$	-	\$	-	\$	334.67		
Delta Dental PPO	\$	-	\$	-	\$	40.92	\$	-	\$	-	\$	20.46		

	HIRE DATE POST JANUARY 1, 2018													
Montecito Sanitary District pays up to \$1,400 monthly premium amount up to Two-Party														
		MONTHLY PER PAY PERIOD												
	S	SINGLE TWO-PARTY				FAMILY		SINGLE	TWO-PARTY			FAMILY		
Classic PPO	\$	-	\$	278.64	\$	813.24	\$	-	\$	139.32	\$	406.62		
CalCare HMO	\$	-	\$	693.22	\$	1,362.56	\$	-	\$	346.61	\$	681.28		
Delta Dental PPO	\$	-	\$	31.48	\$	72.40	\$	-	\$	15.74	\$	36.20		

# MONTECITO SANITARY DISTRICT STAFF REPORT – 11

**DATE:** June 19, 2024

**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:

# **GM Meetings**

Since my last report, I attended the June 4 meeting of the Montecito Association's Land Use Committee, and I made a presentation on easements and encroachments. I also attended the June 11 meeting of the Montecito Association's Board meeting to update them on District operations.

### **January 2023 Storms Damage Projects Update**

Staff has been informed by FEMA in order to continue the determination of reimbursement eligibility process, the District must secure Santa Barbara County Flood Control "No-Rise" Certifications for each project. Staff and Stantec have secured 3 out of 4 "No-Rise" certifications thus far and anticipated securing the last one this week. Rincon has begun submitting environmental permit applications. Staff has performed site visits with key project members are each project site. The District has secured land use rights for 3 out of the 4 project sites. Negotiations continue for one project site. The project went out to bid on June 12 and award is expected at the next Board meeting on July 17, 2024. Staff continues to work with FEMA to determine eligibility.

# Wastewater Treatment Plant (WWTP/Plant) Improvements Project

Staff has been providing on-going information to Southland Industries, such as record drawings and energy use information to perform a preliminary assessment. Staff and SSG had a project kick-off meeting on May 30, 2024 for a structural assessment of WWTP facilities. An additional site visit with Earth Systems is anticipated on June 17, 2023. MKN has provided us with a draft technical memorandum regarding a comparison between membrane bioreactors and conventional activated sludge treatment processes in support of this project and is currently under review by

Staff. Staff will continue investigative efforts to determine the best course of action for improving the Plant while considering what's best for the rate payers as well as the potential for recycled water.

### **Coastal Hazards Monitoring Plan**

Staff submitted the draft plan to the Regional Water Quality Control Board by May 17, 2024 and continues to await any comments.

## **Sewer Manhole Rehabilitation (Lining)**

Staff has received draft specifications for the District's manhole rehabilitation project and they are currently under review. Staff anticipates this project will address approximately 93 manholes, which were found to have various levels of infiltration.

## **Channel Drive Force Main Improvements**

Staff has been working with Phoenix Engineering to discuss a scope-of-work for this project. As discussed in the last GM report, the challenge as part of this project is the permitting procesas with the Union Pacific Railroad (UPRR). There has been back and forth discussion regarding the potential to add improvements to Bonnymede to combine UPRR permitting efforts for each location. Upon a field visit, it was determined in addition to the UPRR permitting effort, the Bonnymede improvements would require a significant permitting effort from environmental agencies due to the facilities being located along or crossing Montecito Creek. Considering the situation at Channel Drive being imperative to improve as soon as possible, it was determined to no longer link together the Channel Drive and Bonnymede improvements. Instead, improvements to Bonnymede would be further considered within the Collection System Master Plan.

**CIP Progress** 

Project	Status/Phase	Priority	Comments
Admin/Operations Building Roof Replacement	Construction	Medium	Construction is subtatially complete.
SCADA System Improvements	Implementation	Medium	Work is ongoing.
Clarifier Maintenance	Pre-Construction	High	1 clarifier complete. Parts purchased for the rest.
Bisulfite Tank	Pre-Construction	High	Parts purchased. Awaiting delivery.
Protective Measures of District Facilities (2023 Storm)	Design	High	All 4 sites being worked on simultaneously. 90% design.
Sewer Manhole Rehabiliation (Lining)	Design	High	On-going.
2025 Sewer Main CIPP Lining - Design	RFP	High	Anticipated to reach consultants this week.
Channel Drive Force Main Improvements - Design	RFP	High	Anticipated to reach consultants this week.
Septic to Sewer Master Plan	RFP	Low	Anticipated to reach consultants prior to FY 23-24.
Collection System Mater Plan	RFP	Medium	Anticipated to reach consultants prior to FY 23-24.
WWTP Improvements	Investigation	High	Working with Southland, MKN, SSG.
Highway 101 Sewer Crossing Lining	Complete	Medium	Seeking Notice of Completion
Highway 101 - Roundabouts	Complete	Medium	Seeking Notice of Completion
Wastewater Outfall Inspection	Complete	Complete	
Treatment O/M Emergencies - Hypo Tank Replacement	Complete	Complete	
Posilipo Force Main Relocation and Restoration - Phase 1	Complete	Complete	
Skimmer Troughs	Complete	Complete	

# **Effluent Flow / Rainfall Comparison**

