AGENDA

FOR THE REGULAR MEETING OF THE GOVERNING BOARD TO BE HELD April 1, 2014

The regular meeting of the Governing Board will be held commencing at 5:30 p.m. The location of the meeting is at 5300 Sixth Street, Carpinteria, California.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

BOARD APPROVAL OF AGENDA AS [SUBMITTED] [MODIFIED]
Board President asks the Board, public, staff, and legal counsel if there are any additions and/or modifications to the Agenda.

I. APPROVAL OF MINUTES
March 4, 2014 AS [SUBMITTED] [MODIFIED]

II. PUBLIC FORUM
The public may address the Governing Board on items of interest to the public which are not already on this evening's agenda and are within the subject matter jurisdiction of the Board. The time allotted for this discussion shall be pursuant to Board Bylaws.

III. MATTERS BEFORE THE BOARD

A. GENERAL REPORTS:

1. General Manager's Status Report **(Pages 1 - 3)**

Description: General Manager to review his written report regarding the following issues:

- Rincon Point Septic to Sewer Project Update
- Collection System Rehabilitation Update
- West Padaro Lane Main Sewer Extension Project
- District Newsletter
- CSRMA Long Range Planning
- SAMA Meeting Report
- APCD Permit to Operate Renewal
- Operations Update

2. Cate School – Wastewater Sample Analysis Services **(Page 4)**

Description: The Board to discuss and provide direction to staff regarding providing wastewater coliform bacteria sample analysis services for Cate School.

Staff Recommendation: Provide direction to staff regarding providing wastewater coliform bacteria sample analysis services for Cate School.

3. CIP Budget Amendment **(Pages 5 - 6)**
Aerobic Digester Replacement Project

Description: The Board to review and consider approving an amendment to the CIP Budget for the Aerobic Digester Replacement Project.

Staff Recommendation: Approval of amendment to the CIP Budget for the Aerobic Digester Replacement Project to $6,850,000.00.

4. Cash Contract No. 416 – Cushman Contracting **(Pages 7 - 14)**
Aerated Sludge Holding Tank Replacement Project

Description: The Board to review and consider approving Cash Contract No. 416 between the District and Cushman Contracting Corporation for the Aerated Sludge Holding Tank Replacement Project.

Staff Recommendation: Approval of Cash Contract No. 416 between the District and Cushman Contracting Corporation.

5. Change Order No. 2 to Cash Contract No. 404 **(Pages 15-20)**
Rincon Point Offsite Improvements Project

Description: The Board to review and consider approving Change Order No. 2 to Cash Contract No. 404 between the District and Tierra Contracting, Inc. for the Rincon Point Offsite Improvements Project.

Staff Recommendation: Approval of Change Order No. 2 to Cash Contract No. 404.

6. Cash Contract No. 411 – Earth Systems Southern California **(Pages 21- 23)**
Amendment No. 1

Description: The Board to review and consider approving an amendment to Cash Contract No. 1 between the District and Earth Systems Southern California.

Staff Recommendation: Approval of Amendment No. 1 in the amount of $10,000 to Cash Contract No. 411.

IV. BOARD ITEMS

A. COMMITTEE REPORTS

Description: Verbal reports by the committee chairperson(s) of the following committees:

- Standing Finance Committee **(Pages 24- 26)**
- Standing Personnel Committee
- Standing Public Relations Committee
- Standing Utilities Committee
- AD-Hoc Facilities Planning Committee

B. GENERAL ITEMS

1. CASA Legislative Committee Report (Jeff Moorhouse)
   - Discussion of pending legislation affecting CASA member agencies.
2. LAFCO Report (Jeff Moorhouse)
3. SBCSDA (Santa Barbara – California Special Districts Association) Report
4. CSRMA Report (Jeff Moorhouse)
5. Board Member Vacation Dates
6. Future Agenda Items

V. ADJOURNMENT

FURTHER INFORMATION AVAILABLE

A staff report providing more detailed information is available for most agenda items and may be reviewed in the District office during regular hours (Monday - Friday from 8:00 a.m. to 12:00 p.m. and/or 1:00 p.m. to 5:00 p.m.). Copies of individual reports may be requested at this office. Call (805) 684-7214 extension 10 for more information.

In compliance with the Ralph M. Brown Act and the Americans with Disabilities Act, if you need a disability-related modification, accommodation, or other special assistance to participate in this meeting, please contact the District's Board Secretary at (805) 684-7214, extension 10, at least 48 hours prior to the start of the meeting.

Next Ordinance Available.....#14
Next Resolution Available.....R-271
Posting Date.....03/28/14

CARPINTERIA SANITARY DISTRICT
IN THE
COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA

MINUTES

These are the **minutes** of the **regular** meeting of the Governing Board of the Carpinteria Sanitary District in the City of Carpinteria, County of Santa Barbara, and State of California.

The Governing Board of the Carpinteria Sanitary District held a regular meeting on **March 4, 2014**, at 5:30 p.m. at its District administrative office located at 5300 Sixth Street, Carpinteria, California.

Directors Present:	Mike Modugno – President Michael Damron – President Pro-Tem Jeff Moorhouse – Treasurer Gerald Velasco – Secretary Lin Graf – Secretary Pro-Tem
Staff Present:	Craig Murray – General Manager Hamid Hosseini – Finance Director Kim Garcia – Office Manager
Legal Counsel Present:	Anthony Trembley – Musick, Peeler & Garrett, LLP
Public Present:	Les Cushman – Cushman Contracting Corporation Jim Dinning – Cushman Contracting Corporation Carlos Sosa – Cushman Contracting Corporation

President Modugno called the meeting to order and asked Director Moorhouse to lead those present in the Pledge of Allegiance.

Board Approval of Agenda - President Modugno asked if there were any modifications and/or changes to the agenda. Hearing none, President Modugno said the agenda was approved as submitted.

Board Approval of Minutes of the Meeting of February 18, 2014 – Director Graf made a motion that the Minutes of the February 18, 2014 Regular Board meeting be approved as submitted; Director Damron seconded the motion, and the motion was approved by a 5-0 vote. The vote was unanimous.

Public Forum – None.

General Manager's Status Report – General Manager reported on the following: **Rincon Point Septic to Sewer Project Update** – General Manager said good progress continues on both components of this project. Concrete paving at the lift station site and

construction of the building shell are complete. Electrical and control system installation is underway. Within the community, Travis Ag has completed installation of all of the main lines and most of the laterals on the Santa Barbara side. The Phase 3 archaeological field work is complete. Additional investigation on private properties where the grinder pump tanks will be relocated will occur the week of March 10th. **West Padaro Lane Main Sewer Extension Project** – General Manager said CalProp has acquired the necessary permits to move forward and will receive construction bids on March 12th. Work is expected to commence shortly thereafter. **Personnel Rules and Regulations Update** – General Manager said an annual review and update of the District's Personnel Rules and Regulations was completed. Modifications were made to reflect changes in applicable employment law and there were a few minor cleanup edits. The updated document was reviewed by counsel and the Board Personnel Committee before it was finalized and delivered to District staff. **Quarterly Utilities Committee Meeting** – General Manager said the joint committee meeting was held with members of the Carpinteria Valley Water District Board and Carpinteria City Council Members on February 27th at the Water District. The topics included coordination on the Caltrans US 101 widening project, the local and regional drought emergency, and recycled water development opportunities in Carpinteria. General Manager said he and President Modugno had sat on the sub-regional steering committee that developed the South Coast Recycled Water Development Plan. Excerpts from the study were presented to committee. The next meeting will be in May and will be hosted by the District. **SBSDA Meeting Report** – General Manager said he attended the February 24th meeting of the Santa Barbara chapter of the CSDA in Goleta. The speaker was Joe Byrne, a member of the California Water Commission and an attorney with Best Best & Krieger in Los Angeles. Mr. Byrne spoke about current issues with the State Water Project and provided an overview of the Bay Delta Conservation Plan. **APCD Response Letter** – General Manager said that a response letter was drafted and sent to the APCD as discussed at last month's Board meeting. **Asset Management Software Upgrade Update** – General Manager said that Lucity would be on site through the week to complete the installation process for the upgraded asset management software. **Operations Update** – General Manager said the treatment plant is operating well and in full compliance with our NPDES discharge permit. Flows were up slightly following the rain event during the week of February 24th. The collection system is functioning well with no problems to report. John Bacchilega passed his Grade 2 Collection System Maintenance Exam offered through the CWEA Technical Certification Program. President Modugno said he would like to have a copy of the South Coast Recycled Water Development Plan distributed to the Board members for their information.

Notice of Award – Cash Contract No. 416 Aerated Sludge Holding Tank Replacement Project – General Manager said this project represents the most substantial capital improvement project undertaken by the District since the major plant upgrade project completed in the early 1990's. General Manager said this project includes construction of two new aerobic digester structures and related equipment. It also includes replacement and relocation of the chemical disinfection system. Preliminary and final design were completed by Carollo Engineers.

General Manager said that on February 19, 2014 the District received eight bids before the 2:00 p.m. deadline. The bids were opened publicly at the District office and it was determined that the apparent low bidder was Cushman Contracting Corporation, with a bid of $5,198,000.

General Manager said attached for review was a bid tabulation summary. The bid packages submitted were determined to be complete and Cushman was deemed to have submitted the lowest responsive and responsible bid.

General Manager said Carollo, the project engineer, reviewed the bid packages and prepared a letter recommending contract award to Cushman Contracting Corporation. A copy of the letter was attached. Cushman maintains the required Class A general engineering contractor license.

General Manager said Cushman Contracting has assisted the District on many projects within the wastewater facility and their performance has always been very satisfactory.

General Manager said if approved, a Notice of Award will be transmitted to Cushman with a Contract Document. Cushman would then return the signed agreement with required bonds and insurance certificates. After issuing Notice of Award, bid securities will be returned to non-successful bidders.

General Manager said included with the bid documents was one alternate item to provide hybrid positive displacement blowers in lieu of standard positive displacement blowers. The differential cost between the base bid item to include the alternate item was $165,000. District staff determined that only marginal energy cost savings would be provided and that the pricing for the alternative blower could not be justified. The recommended award excludes the $165,000 additive alternative for this item.

General Manager said District staff has completed a funding analysis that will be reviewed with the Board Finance Committee prior to entering into a construction contract.

General Manager said staff recommends that the Board approve issuance of a Notice of Award for the Aerated Sludge Holding Tank Replacement Project to Cushman Contracting Corporation of Goleta, California, who was determined to be the lowest responsive, responsible bidder for this project with a bid amount of $5,198,000.00.

President Modugno opened public comment. Mr. Les Cushman of Cushman Contracting introduced himself and said he would like to the thank Board for the opportunity and looked forward to a successful project. Mr. Jim Dinning and Mr. Carlos Sosa, both also of Cushman Contracting, introduced themselves.

Director Graf asked why there was such a large range on bid prices for the alternative bid item between each bidder. General Manager said the original specifications called for a base bid that allowed for two different blower manufactures. The alternative bid item was the difference between the standard blower and the cost to upgrade to the hybrid model. General Manager said some bidders had elected a higher cost model for their base bid line item and therefore the upgrade to the hybrid model was less.

Director Moorhouse asked about the time frame for project completion. General Manager said the contract period is essentially 2 years. General Manager said due to sequencing, the plant is expected to run normally during the construction period.

Director Damron made a motion that the Board approve issuance of a Notice of Award for the Aerated Sludge Holding Tank Replacement Project to Cushman Contracting Corporation of Goleta, California based on their base bid amount of $5,198,000; Director Graf seconded the motion and the motion was approved by a 5-0 vote. The vote was unanimous.

Change Order No. 1 to Cash Contract No. 410 – Collection System Rehabilitation Project – General Manager said the District Board of Directors approved Cash Contract No. 410 between the District and Sancon Engineering, Inc. on November 5, 2013 for the Collection System Rehabilitation Project with a contract price of $655,591.62. General Manager said Sancon has completed 30% of the contract work and thus far the project has proceeded very well, with no major complications.

General Manager said there were several project modifications made to the original scope. The District requested installation of a manhole to replace an existing end of line

cleanout on Concha Loma to facilitate future maintenance activities. General Manager said on Anita Street one line segment was replaced on a force account basis due to severe structural deterioration and two manholes within the project area were found to be severely deteriorated and the contractor was directed to proceed with rehabilitation of those structures.

General Manager said following a comprehensive review and evaluation of extra work tickets and supporting documentation submitted by Sancon, staff prepared Change Order No. 1. General Manager said based on staff review, the costs are reasonable and the work was necessary to successfully complete the work. If approved, Change Order No. 1 would increase the contract price by $37,466.80 making the revised total $693,058.42. No change in the contract time is proposed.

General Manager said staff recommends that the Board approve Change Order No. 1 to Cash Contract No. 410 with Sancon Engineering, Inc. as presented.

Director Velasco made a motion that the Board approve Change Order No. 1 to Cash Contract No. 410 with Sancon Engineering, Inc. as presented; Director Moorhouse seconded the motion and the motion was approved by a 5-0 vote. The vote was unanimous.

CSDA Board of Directors – Call for Nominations – President Modugno said this was a call for nominations for one open seat in Region 5 for the Board of Directors of the California Special Districts Association, and this item was placed on the Agenda in case anyone was interested in running for election or knew of any candidates to nominate. No action was taken.

Finance Committee – None.

Personnel Committee – Director Velasco said the committee met on Monday, February 24, 2014. The committee reviewed the revised handbook.

Public Relations Committee – None.

Utilities Committee – Director Moorhouse said that the committee met on February 27th at 3:00 at the Carpinteria Valley Water District. Recycled water was a discussion topic. General Manger said he and staff from the Water District and the City are going to meet to continue the recycled water discussion.

Ad-Hoc Facilities Planning Committee – President Modugno said that the committee met but that there was nothing to report at this time.

CASA Legislative Committee Report – Director Moorhouse said that he attended the CASA DC Conference on February 23rd through 26th. Copies of the program were available. Director Moorhouse reported on several bills.

LAFCO Report – Director Moorhouse said the next meeting will be held this Thursday, March 6th.

SBCSDA Report – None.

CSRMA Report – None.

Board Member Vacation Dates – None.

Future Agenda Items – None.

Adjournment There being no further items to discuss, President Modugno adjourned the meeting at 6:20 p.m.

Mike Modugno President	Michael Damron President Pro-Tem
Gerald Velasco Secretary	Lin Graf Secretary Pro-Tem
Jeff Moorhouse Treasurer	

Carpinteria Sanitary District

Board of Directors Meeting
General Manager's Status Report

TO: Board of Directors

FROM: Craig Murray, P.E. - General Manager

SUBJECT: **General Manager's Status Report**

DATE: April 1, 2014

Rincon Point Septic to Sewer Project Update. Startup of the lift station was scheduled for March 25th and 26th with Romtec, the pump station designer/supplier on site. Other site work is nearly complete with connection of the County restroom and abandonment of associated septic system the last major remaining task. Travis Ag has completed all of the lateral installation and air testing of the main and lateral collection system. Slurry backfill and paving of the roadways will be completed prior to moving ahead with grinder pump installations. The first home is likely to be connected in the second week of April, and the overall schedule remains on target.

Collection System Rehabilitation Update. Sancon is continuing with CIPP lining activities at locations throughout Carpinteria. Planning and coordination is underway for rehabilitation of the line under Carpinteria Creek from the Concha Loma neighborhood – bypass operations for this line segment are critical. Approximately 50% of the project has been completed.

West Padaro Lane Main Sewer Extension Project. CalProp entered into a construction contract with Tierra Contracting. Work is expected to begin on Monday, April 7th and is projected to continue through June 2014. District staff will be providing inspection throughout the construction period to ensure conformance to construction standards and engineered plans.

District Newsletter. The Winter 2014 newsletter was finalized and approved for production and distribution. It was mailed to District customers on March 20th. Extra copies are available at the District offices and an electronic copy was posted to the District website.

CSRMA Long Range Planning. In my role on the CSRMA Executive Board I participated in a two-day long range planning session on March 17th and 18th. The 60 member insurance pool continues to perform very well. Focus was on emerging risks for wastewater utilities and enhanced services to pool members. The CSRMA Risk Control program continues to expand and offer more benefits to the group – a new mobile application will be launched in May for documentation of SSO response.

SAMA Meeting Report. I attended the March 12th meeting of the Sanitation Agency Managers Association at the Goleta WWTP. Heather Billing of the Wallace Group gave a presentation on control of Fats, Oils & Grease (FOG) in collection systems. There was excellent round table discussion, with many agencies having key capital projects underway.

APCD Permit to Operate Renewal. The triennial renewal process for the District's PTO is now underway. District staff met with Santa Barbara APCD technical staff on March 21st to discuss

potential changes to permit criteria and monitoring requirements related to the dry scrubber odor control units at the WWTP. During the current permit cycle we have been evaluating options to maximize the efficacy and useful life of the activated carbon scrubber media.

Operations Update: WWTP and Collection System operations updates are as follows:

- The treatment plant is operating in full compliance with our NPDES discharge permit. A copy of the weekly report is attached for your information.
- The collection system is functioning well with no reported mainline blockages or SSOs during the period. Over 10,000 linear feet of hydrocleaning was accomplished during the week of March 17th, in addition to other scheduled maintenance activities – productivity remains very high!
- Periodic lift station inspection and maintenance activities are underway. LS4 pumps were inspected and adjusted. New lighting was installed in the LS1 drywell. LS7 cellular phone modem was replaced. All other systems normal.
- Seven District staff members attended the CWEA March Workshop at the El Estero WWTP on March 13th in Santa Barbara.
- Operations and collections staff are working with Lucity on the new CMMS development and participated in a User Group training session on March 18th.
- FY 2014/15 budget development has commenced and all departments are currently working on this annual task.

Weekly Report

	Eff Flow	Eff TSS	Turbidity	Eff BOD	Coliform
Date	MGD	MG/L	NTU	MG/L	No/100ml
3/3/2014					
3/4/2014					4.5
3/5/2014					
3/6/2014					1.8
3/7/2014					
3/8/2014					1.8
3/9/2014					
3/10/2014				4.32	2
3/11/2014					
3/12/2014					2
3/13/2014	1.269	7	2.89		
3/14/2014	1.255	9	2.87		7.8
3/15/2014	1.296		1.12		
3/16/2014	1.305	3	1.04		2
3/17/2014	1.264	14	1.71		
3/18/2014	1.21	6	1.58		
3/19/2014	1.203	11	2.11		
3/20/2014	1.224	7	2.23		
Minimum	1.203	3	1.04	4.32	1.8
Maximum	1.305	14	2.89	4.32	7.8
Average	1.253	8	1.94	4.32	2

Limits

Daily		90	225	90	2400
7-Day Average		45	100	45	
30-Day Average		30	75	30	23

Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

FROM: Craig Murray, P.E. - General Manager

SUBJECT: **Cate School – Wastewater Sample Analysis Services**

DATE: April 1, 2014

REQUESTED ACTION: That the Board discuss and provide direction to staff regarding providing wastewater coliform bacteria sample analysis services for Cate School.

BACKGROUND: This item is presented as an opportunity for the Board to discuss and provide direction to staff.

Cate School has replaced its wastewater facility with an upgraded tertiary wastewater treatment plant. One of the benefits of the new plant is the ability to use reclaimed water for irrigation. In accordance with their permit, sampling and daily analysis of coliform bacteria will be required to allow the reclaimed water to be used for land applications.

In an effort to start utilizing the benefit of their reclaimed water, representatives from Cate School have contacted District staff about the possibility of our agency performing the required analyses. The District maintains the proper lab certifications to perform in-house analysis of coliform bacteria. District staff has completed a time and materials cost analysis for performing the additional sample analyses. These costs would be passed on to Cate and no additional District funds or resources would be required.

Representatives from Cate School and Ventura Regional Sanitation District will be present to answer questions.

If approved, District staff with input from Legal Counsel will draft an agreement for services between the District and Cate School.

RECOMMENDATION: It is recommended that the Board provide direction to staff regarding providing coliform bacteria sample analysis for Cate School

SUGGESTED MOTION: None. Informational item for discussion and possible staff direction.

Prepared By: _____

Craig Murray, P.E. - General Manager

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Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

FROM: Craig Murray, P.E. - General Manager

SUBJECT: CIP Budget Amendment – Aerated Sludge Holding Tank Replacement Project

DATE: April 1, 2014

REQUESTED ACTION: Amend CIP Budget for Aerated Sludge Holding Tank Replacement Project (P-118) to Reflect Full Implementation Cost.

FUNDING SOURCE: Capital Improvement Fund / 2012 Wastewater Revenue Bond Proceeds

BACKGROUND: The Aerated Sludge Holding Tank Replacement Project has been awarded and is poised to move into the construction phase. This project is being funded, in part, through the issuance of $4.5M in revenue bonds in late 2012. Capital reserves will be used to fund the balance of the overall project cost.

The Aerated Sludge Holding Tank Replacement Project has developed over the past several years. The Board initially approved a CIP budget of $350,000 for preliminary and final design, however, the design and overall project scope evolved over the course of the design phase for several reasons. The CIP budget for the project was amended during the last budget cycle to reserve the $4.5M in bond proceeds for this capital upgrade, increasing the authorized project budget to $4.85M.

Over the past several months, the Board has authorized contracts for construction period engineering, inspection and construction management services. On March 4, 2014, the Board approved issuance of a Notice of Award to Cushman Contracting Corporation for construction of the project, based on their bid of $5,198,000. The table below presents a summary of the total anticipated project costs through completion.

AERATED SLUDGE HOLDING TANK REPLACEMENT PROJECT COSTS		
Design/Construction Engineering - Carollo	$	728,397
Construction Management/Inspection - MNS	$	587,130
SCADA Programming - AIA Automation	$	50,000
Project Construction - Cushman	$	5,198,000
Construction Contingency (5%)	$	259,900
Miscellaneous Expenses	$	25,000
TOTAL BUDGET	$	6,848,427

There is a differential of $1,998,427 between the total projected project cost and the currently authorized CIP budget. To fully fund the project, it is recommended that the Board approve an additional $2M capital allocation for this project.

District staff, with input from the Board Finance Committee, has undertaken a comprehensive analysis of reserve fund availability. This analysis looked at both near term cash flow requirements and long term fiscal impacts. Adequate reserve capacity exists to convey the additional $2M from the District's General Fund to the Capital Improvement Fund in order to execute the Aerated Sludge Holding Tank Replacement Project. Going forward, the financial model indicates that our unrestricted reserve fund balance may drop below the established target fund balance, but will remain healthy at approximately $6M.

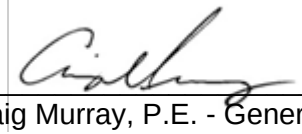
The Finance Committee also preliminarily reviewed an update to the District's long range CIP, with focus on how the proposed amendment to the budget for this project fits into the capital plan. Minor adjustments to the implementation schedule for certain capital projects have been made to better coordinate with the Aerated Sludge Holding Tank Replacement Project and also to maintain consistent "pay as you go" capital spending levels. The updated long range CIP will be presented for Board consideration in conjunction with the FY 2014/15 budget process.

RECOMMENDATION: Staff recommends that the Board amend the CIP budget for the Aerated Sludge Holding Tank Replacement Project to $6,850,000 to reflect the full cost of project implementation.

SUGGESTED MOTION: I move that the Board amend the CIP budget for the Aerated Sludge Holding Tank Replacement Project to $6,850,000 as proposed.

M_____ S_____

Ayes:_____ Nays:_____ Abstentions:_____

Prepared By: 
Craig Murray, P.E. - General Manager

Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

FROM: Craig Murray, P.E. - General Manager

SUBJECT: **Cash Contract No. 416**
Aerated Sludge Holding Tank Replacement Project

DATE: April 1, 2014

REQUESTED ACTION: That the Board approve Cash Contract No. 416 for the Aerated Sludge Holding Tank Replacement Project between the Carpinteria Sanitary District and Cushman Contracting Corporation of Goleta, California.

FUNDING SOURCE: CIP Fund / 2012 Wastewater Revenue Bond Proceeds

BACKGROUND: The Board of Directors approved issuance of a Notice of Award for the subject project to Cushman Contracting Corporation (Cushman) at its March 4, 2014 regular meeting. Notice was sent to Cushman on March 6, 2014 with two copies of the Contract Agreement. Cushman returned executed copies of the agreement, together with the requisite performance and payment bonds and certificates of insurance. The bonds and insurance certificates have been reviewed to verify compliance with contract requirements. The total contract amount will be **$5,198,000**. Once the Contract Agreement is executed by the Board, Notice to Proceed (NTP) will be issued to Tierra. The contract performance period is 140 working days from the NTP date. Liquidated damages will apply for schedule noncompliance.

RECOMMENDATION: Staff recommends that the Board approve and execute Cash Contract No. 416 between the District and Cushman Contracting Corporation for the Aerated Sludge Holding Tank Replacement Project.

SUGGESTED MOTION: I move that the Board approve and execute Cash Contract No. 416 between the District and Cushman Contracting Corporation for the Aerated Sludge Holding Tank Replacement Project.

M_____ S_____

Ayes:_____ Nays:_____ Abstentions:_____

Prepared By: _____
Craig Murray, P.E. - General Manager

Attachment: Cash Contract No. 416

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COPY
BONDS
BACK TO CCC

DOCUMENT 00520

AGREEMENT FORM

THIS AGREEMENT is by and between Carpinteria Sanitary District (hereinafter called Owner) and Cushman Contracting Corporation (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - THE PROJECT

1.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: the phased construction of two aerated sludge holding tanks, demolition of existing digesters and chemical feed facilities, new sludge pumping and piping facilities, new chemical feed and storage facilities, electrical and control equipment, and miscellaneous site improvements, while maintaining operation of existing processes and facilities.

ARTICLE 2 - WORK

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents for completion of the Project.

ARTICLE 3 - ENGINEER

3.01 The Engineer, Carollo Engineers, Inc., is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents, unless otherwise modified in the Supplementary Conditions.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the essence:

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to achieve substantial completion and final payment:

A. The Work will be substantially completed within 639 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 730 days after the date when the Contract Times commence to run.

4.03 Liquidated damages:

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in this Document, plus any extensions thereof allowed in accordance with

Article 12 of the General Conditions. The parties also recognize that it will be impracticable to determine actual damages which Owner will sustain in the event of or by reason of the delay. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner $5,000.00 for each day that expires after the specified time stated in this Document for substantial completion until the Work is substantially complete. After substantial completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the contract time or any proper extension thereof granted by Owner, Contractor shall pay Owner $3,000.00 for each day that expires after the time specified in this Document for completion and readiness for final payment until the Work is completed and ready for final payment. It is further agreed that the amount stipulated for liquidated damages per day of delay is a reasonable estimate of the damages that would be sustained by Owner, and Contractor agrees to pay such liquidated damages as provided in this Document. In case the liquidated damages are not paid, Contractor agrees that Owner may deduct the amount thereof from any money due or that may become due to Contractor by progress payments or otherwise under the Agreement, or if said amount is not sufficient, recover the total amount.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to requirements listed below:

A. For all Work, itemized as follows:

Item No	Qty.	Description	Unit Price	Total Price
1	1 LS	All Work as defined in the Contract documents.	N/A	$ 4,878,130.00
2	1 LS	Sheeting, shoring and bracing, or equivalent method for the protection of life and limb in trenches and open excavation, pursuant to California Labor Code §6707	N/A	$ 20,000.00
3	7140 ft	Installation of Densified Stone columns including all required testing.	$33.00 / ft.	$ 235,620.00
4A	1 LS	Mobilization and demobilization of digester cleaning company to empty and clean digester/holding tanks 1 & 2 and dewater the solids.	N/A	$ 23,000.00
4B	62,500 gallons	Removal of all water and solids remaining in the existing digester/holding tanks, dewatering the solids and placing them in the OWNER's dewatering bins and pumping all water at a reasonable rate to the plant for treatment by OWNER.	$0.50 /gal	$ 31,250.00
5	1 LS	Furnish Earthquake insurance as required under Specification Section 00800 – Article 5, SC5.06.E.2	N/A	$ 10,000.00
	Lump Sum Total (the sum of all computed totals for items 1-5)			
	Five Million One Hundred Ninety Eight Thousand Dollars Exactly			**$5,198,000.00**
	(Price in Words)			(Price in Figures)

1. All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and processing of payments:

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress payments; retainage:

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or before the last day of each month during performance of the Work as provided in paragraphs below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. Progress payment of 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the Work completed less the aggregate of payments previously made; and

b. Progress payment of 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 125 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final payment:

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by Engineer in accordance with paragraph 14.07 of the General Conditions.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 2 percent per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all:

1. Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data".

E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:

1. The cost, progress, and performance of the Work.

2. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents.

3. Contractor's safety precautions and programs.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents:

A. The Contract Documents consist of the following:

1. This Document.
2. Document 00612 - Construction Performance Bond.
3. Document 00614 - Construction Payment Bond.
4. Document 00700 - General Conditions.
5. Document 00800 - Supplementary Conditions.
6. Specifications.
7. Drawings.
8. Addenda (numbers 1 to 3, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
   a. Document 00410 - Bid Forms.
   b. Document 00451B - Construction Contractor's Qualification Statement.
   c. Document 00451D - Supplementary Instructions for Construction Contractor's Qualification Statement for Engineered Construction.
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
    a. Document 00550 -Notice to Proceed.
    b. Work Change Directives.
    c. Change Order(s).
    d. Field Order(s).

B. There are no Contract Documents other than those listed in this Document.

C. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms:

A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract:

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent

that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and assigns:

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability:

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications:

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract

1. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "Fraudulent practice" means an intentional misrepresentation of facts made:
   a. To influence the bidding process or the execution of the Contract to the detriment of Owner.
   b. To establish Bid or Contract prices at artificial non-competitive levels
   c. To deprive Owner of the benefits of free and open competition.
3. "Collusive practice" means a scheme or arrangement between 2 or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels.
4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, 20__ (which is the Effective Date of the Agreement).

Owner:

Carpinteria Sanitary District

By: _____

Title: President, Board of Directors

Attest: _____

Title: Secretary, Board of Directors

Address for giving notices:

Carpinteria Sanitary District

5300 Sixth Street

Carpinteria, CA 93013

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Designated Representative:

Name: Craig Murray, P.E.

Title: General Manager

Address: 5300 Sixth St., Carpinteria, CA

Phone: (805) 684-7214 x12

Contractor:

Cushman Contracting Corporation

By: LEE R CUSHMAN

Title: CORPORATE SECRETARY

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Shana N. Alexander

Title: General Manager

Address for giving notices:

CUSHMAN CONTRACTING CORP.

5354 OVERPASS RD.

GOLETA CA 93116

License No. A689962

(Where applicable)

Agent for service of process:

LEE R CUSHMAN

Designated Representative:

Name: LEE CUSHMAN

Title: CORPORATE SECRETARY

Address: 5354 OVERPASS RD. GOLETA CA 93117

Phone: 805 964 8661

END OF DOCUMENT

Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

FROM: Craig Murray, P.E. - General Manager

SUBJECT: Change Order No. 2 to Cash Contract No. 404
Rincon Point Offsite Improvements Project

DATE: April 1, 2014

REQUESTED ACTION: Board Consideration and Approval of Change Order No. 2 to Cash Contract No. 404 with Tierra Contracting, Inc.

FUNDING SOURCE: Assessment District 2007-1

BACKGROUND: On August 17, 2013 the Board of Directors approved Cash Contract No.404 between the District and Tierra Contracting, Inc. (Tierra). The currently authorized contract price, including approved Change Order No. 1, is $1,479,549.00 with a 140 working day construction period.

Tierra has completed approximately 95% of the contract work on the Rincon Point Offsite Improvements Project. Thus far the project has proceeded very well, with no major complications.

On November 18, 2013, Tierra damaged an existing concrete duct bank containing a fiber optic cable owned by Verizon. This utility was encountered at approximately 20 feet below ground surface and had not been accurately located or marked prior to it being damaged. The repair approach involved trenchless installation of a new bank of conduits. This work was successfully performed by Tierra and their subcontractor in accordance with direction provided by Verizon.

Change Order No. 2 to Cash Contract No. 404 was drafted to appropriately update the contract terms. This change order, including the attachments, documents all of the extra work undertaken to complete the repair. Based on staff review, the costs are reasonable and accurately presented. If approved, Change Order No. 2 would increase the contract price by **$12,797.00**, making the revised contract total $1,492,346.00. No change in contract time is proposed for Change Order No. 2.

The District filed a claim with Utiliquest, the company responsible for the mismarked duct bank and fiber optic cable, requesting reimbursement of the full cost of the repair work. No formal response to this claim has been received to date.

RECOMMENDATION: Staff recommends that the Board approve Change Order No. 2 to Cash Contract No. 404 with Tierra Contracting, Inc. as presented.

SUGGESTED MOTION: I move that the Board approve Change Order No. 2 to Cash Contract No. 404 with Tierra Contracting, Inc. as presented.

M_____ S_____

Ayes:_____ Nays:_____ Abstentions:_____

Prepared By: _____
Craig Murray, P.E. - General Manager

Attachments: Change Order No. 2 and Backup Information

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CARPINTERIA SANITARY DISTRICT
Rincon Point Offsite Improvements and Pump Station
Cash Contract No. 404
Contract Change Order No. 2

Date Prepared: February 19, 2014

Owner: Carpinteria Sanitary District
5300 Sixth Street
Carpinteria, CA 93013

Contractor: Tierra Contracting Inc.
P.O. Box 400
Goleta, CA 93116

Reference Documents: Tierra Contracting, Inc. Quotation dated February 13, 2014.

When this contract change order has been approved by the Carpinteria Sanitary District, you are directed to make the below changes to the plans and specifications or to complete the following described work not included in the plans and specifications of this Contract.

DESCRIPTION:

1. Repair / replacement of AT&T / Verizon concrete duct bank that was inaccurately located / marked by Utiliquest (utility locating service) and damaged on November 18, 2013 at a depth of approximately 17 feet. Constructed approximately 500 linear feet of four (4) 1.5" HDPE conduits by horizontal directional drilling from an existing access manhole at the northerly end of Rincon County Park to a pull box adjacent to the AT&T cell site. Tierra Quotation dated November 20, 2013. Cost = $12,797.00

Original Contract Amount	$1,459,771.00
Prior Adjustments	$19,778.00
Contract Amount Prior to this Change Order	$1,479,549.00
Contract to be Increased by this Change Order	$12,797.00
Revised Contract Amount Including this Change Order	$1,492,346.00

Original Contract Time	140 Work Days
Prior Adjustments	0 Work Days
Contract Time Prior to this Change Order	140 Work Days
Contract Period will be Increased by	0 Work Days
Revised Contract Time Including this Change Order	140 Work Days

Contract time is extended from March 14, 2014 to March 14, 2014.

Contractor waives any claim for further adjustments of the Contract Amount and the Contract Time related to the above-described change(s) in the Work.

The changes noted above, in both time and costs, include all compensation and adjustments for all changes.

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; equipment and 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.

RECOMMENDED: David Rundle 2.19.14
Penfield & Smith Engineers, Inc. *Date*

ACCEPTED: Blair Douglas 2/21/14
Tierra Contracting, Inc. *Date*

APPROVED: _____
Carpinteria Sanitary District *Date*

DISTRIBUTION:

Blair Douglas, Tierra Contracting, Inc.
David Rundle, Penfield & Smith Engineers, P.O. Box 98, Santa Barbara, CA 93102

QUOTATION AND ORDER

TIERRA CONTRACTING, INC.
General Engineering Contractor
P.O. Box 400, Goleta, CA 93116
5484 Overpass Rd., Santa Barbara, CA 93111
PHONE (805) 964-8747
FAX (805) 964-4438

TO: **Carpinteria Sanitary District**
Hereinafter called Owner

Attention: Dave Rundle
Street

City

DATE February 13, 2014

TITLE

ENGINEER

APPROVED BY

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, subject to the terms and conditions set forth herein and on the reverse side hereof, furnishing all labor, material, tools and equipment therefore, the work as noted herein for the unit prices as set for the below:

Rincon Point Offsite Sewer Project
Directionally Drill Fiber Optic Conduits

Construct (4) each 1.5" HDPE conduits approx. 500ft from existing communications manhole to existing vault. Conduits to be installed via directional drilling method.

Total Cost $12,797

*****Please see attached breakdown for clarification*****

***Note – Bid Excludes**: Fees, Plans, Permits, Staking, Landscaping, 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, and all costs associated with contaminated soil or ground water. Excess spoil to be offhauled.*

Unit prices to prevail. Contractor will submit invoices to Owner on the 1st and 15th of each month after commencement of construction for all work done by Contractor to date of invoice. Owner shall pay 95% of the sums presented on each invoice on or before the 10th and 25th of each month following presentment of invoice. The retained balance of the contract shall be paid to Contractor on presentation to Owner of waiver or preliminary letter of acceptance by appropriate County or City authorities, or if none, at such time as the improvement is used by Owner or his agents, representatives or successors in interest, or within 30 days after completion of work by Contractor, whichever is sooner.

ACCEPTANCE:
Your are hereby authorized to furnish and install the above equipment
And materials at the price and under the terms and conditions as set for the
Above on the reverse side hereof:

Owner

By General Manager - CSD Date 3/14/14

TIERRA CONTRACTING, INC.

By Blair Douglas
Blair Douglas - Tierra Contracting

Project: Rincon Point Offsite Sewer Project

Pricing Worksheet

Description: Directionally Drill (4) 1.5" HDPE Conduits approx 500ft across parking lot to replace damaged fiber optic conduit.

ITEM	QUANTITY	UNIT	LABOR	EQUIP OR SUB	MATERIAL	TOTAL
MATERIAL						
HDPE 1.5" Conduit - 4ea x 500ft	1	roll			$2,421.00	$2,421.00
Sales Tax	1	ls			$193.68	$193.68
LABOR / EQUIP						
Excavate Bore & Receiving Holes						
Foreman	4	hrs	$88.43			$353.72
Laborer	4	hrs	$66.78			$267.12
JD 310 Backhoe	4	hrs		$50.00		$200.00
Directionally Drill HDPE Conduits						
Ventural Directional	1	ls			$6,000.00	$6,000.00
Tie into Existing Manhole and Vault						
Foreman	4	hrs	$88.43			$353.72
Laborer	4	hrs	$66.78			$267.12
JD 310 Backhoe	4	hrs		$50.00		$200.00
Backfill / Compact Bore & Receiving Holes						
Foreman	2	hrs	$88.43			$176.86
Laborer	2	hrs	$66.78			$133.56
JD 310 Backhoe	2	hrs		$50.00		$100.00
Re-Pave Bore & Receiving Holes						
Foreman	1	hrs	$88.43			$88.43
2 - Laborers	2	hrs	$66.78			$133.56
JD 310 Backhoe	1	hrs		$50.00		$50.00
Paving Truck, Roller, and Tack pot	1	hrs		$25.00		$25.00

Subtotal:	$10,963.77
Markup (15%):	$1,644.57
Bond 1.5%:	$189.13
Total:	**$12,797.46**

Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

FROM: Craig Murray, P.E. - General Manager

SUBJECT: Cash Contract No. 411: Earth Systems Southern California Amendment No. 1

DATE: April 1, 2014

REQUESTED ACTION: That the Board consider and approve an amendment to Cash Contract No. 411 between the District and Earth Systems Southern California (ESSC) for materials testing and geotechnical support services on the Rincon Point Septic to Sewer Conversion Project.

FUNDING SOURCE: Assessment District 2007-1 Fund

BACKGROUND: The District engaged ESSC to provide compaction testing, materials testing and related field services during construction of the offsite and onsite portions of the Rincon Point Septic to Sewer Conversion Project through approval of Cash Contract No. 411 in June 2013. The total authorized fee for this work was $8,000.

Over the course of the construction phase, the compaction testing and materials testing program directed by the District's construction management and inspection team was more comprehensive than originally anticipated by ESSC. The bulk of the additional work was conducted at the central pump station site to confirm that compaction standards for the foundations were met and that materials (concrete, grout, etc.) met prescribed strength criteria.

ESSC has completed all field and lab work required for this project. A fee amendment of $10,000 is recommended to cover the costs of work provided in excess of the originally authorized budget. If approved, the contract amendment will be implemented through transmittal of the attached letter from the District to ESSC, increasing the contract amount to $18,000.

RECOMMENDATION: Staff recommends that the Board approve a $10,000 amendment to Cash Contract No. 411 between the District and Earth Systems Southern California as proposed.

SUGGESTED MOTION: I move that the Board approve a $10,000 amendment to Cash Contract No. 411 between the District and Earth Systems Southern California as proposed.

M_____ S_____

Ayes:_____ Nays:_____ Abstentions:_____

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Prepared By: _____
Craig Murray, P.E. - General Manager

Attachments: 1) Amendment Letter from District to ESSC

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April 2, 2014

Mr. Richard Beard
Earth Systems Southern California
1731-A Walter Street
Ventura, CA 93003

Subject: Carpinteria Sanitary District Cash Contract No. 411
Amendment No. 1

Dear Mr. Beard:

This letter authorizes an amendment to the scope of services, authorized fee and schedule set forth in the subject agreement between Earth Systems Southern California (ESSC) and the Carpinteria Sanitary District (District). Additional materials testing and field support services were required and were directed by the District's construction manager during the course of the Rincon Point Septic to Sewer Conversion Project.

The authorized fee for services under Cash Contract No. 411 is hereby increased by $10,000, making the revised contract amount **$18,000**. All other provisions of Cash Contract No. 411 remain in full force and effect.

Thank you very much for your continued assistance on this important capital project. Please don't hesitate to contact me at 684-7214 x12 or by email at craigm@carpsan.com with any questions or comments.

Sincerely,
CARPINTERIA SANITARY DISTRICT

Craig M. Murray, P.E.
General Manager

Enclosure

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CARPINTERIA SANITARY DISTRICT

CSD BUDGET DETAIL

February 2014

Account Number	Description	2013/2014 Budget	Y-T-D Estimate	Y-T-D Actual	Percentage YTD 67% Y-T-D Variance	Unexpen. Balance	Expended Balance (%)	Current Month	Notes
	Personnel Expenses								
5010	Regular Salaries	1,386,900	906,819	867,837	38,982	519,063	63%	107,744	
5030	Overtime	12,500	8,173	3,333	4,840	9,167	27%	278	
5040	Special Duty Pay	37,200	24,323	22,937	1,386	14,263	62%	2,838	
5050	Directors' Fees	16,300	10,658	8,400	2,258	7,900	52%	1,900	
	Total Wages	1,452,900	949,973	902,507	47,466	550,393	62%	112,759	
	Employee Benefits								
5111	PERS	256,900	167,973	157,754	10,219	99,146	61%	18,700	
5112	Social Security	111,000	72,577	64,698	7,879	46,302	58%	8,515	
5120	Medical Insurance	215,700	143,800	140,529	3,271	75,171	65%	16,313	
5122	Unemployment Insurance	7,400	4,838	4,549	289	2,851	61%	752	
5124	Long-Term Disability	9,100	6,067	5,792	274	3,308	64%	0	
5126	Life Insurance	4,500	3,000	3,137	(137)	1,363	70%	360	Advanced Payment
5127	Dental/Vision Self Funding Plan	42,500	28,333	16,705	11,628	25,795	39%	935	
5128	Workers' Compensation	84,000	56,000	93,197	(37,197)	(9,197)	111%	0	Payment for Entire Year
5132	Employee Physicals & First Aid	2,400	1,600	1,591	9	809	66%	61	
	Total Employee Benefits	733,500	484,188	487,953	(3,765)	245,547	67%	45,636	
	TOTAL PERSONNEL	2,186,400	1,434,162	1,390,461	43,701	795,939	64%	158,395	
	General Expenses								
5210	Departmental Expense	11,800	7,867	5,586	2,280	6,214	47%	645	
5215	Office Supplies	6,800	4,533	2,203	2,330	4,597	32%	285	
5222	Directors Confs, Training & Misc.	15,000	10,000	9,389	611	5,611	63%	2,124	
5226	Directors Election Expense	0	0	0	0	0	0%	0	
5228	Directors Dental/Vision	12,500	8,333	6,827	1,506	5,673	55%	481	
5231	District Liability Insurance	71,500	47,667	64,147	(16,480)	7,353	90%	319	Advanced Payment
5241	Uniform Expenses	14,500	9,667	7,454	2,212	7,046	51%	1,252	
5242	Memberships and Dues	23,300	15,533	20,258	(4,724)	3,043	87%	92	Advanced Payment
5244	Conference & Training	23,600	15,733	8,950	6,784	14,650	38%	1,185	
5246	Employee Education Reimb.	1,500	1,000	0	1,000	1,500	0%	0	
5260	Vehicle Fuel Expenses	16,600	11,067	11,651	(585)	4,949	70%	1,732	
5265	Employee Mileage Reimb.	1,000	667	210	457	790	21%	0	
5270	Equipment Rental and Leases	4,700	3,133	2,652	481	2,048	56%	288	Advanced Payment
5290	Licenses and Permits	25,000	16,667	13,603	3,063	11,397	54%	1,907	
	Total General	227,800	151,867	152,930	(1,064)	74,870	67%	10,309	
	Environment & Monitoring								
5310	Monitoring-Equipment Expense	25,000	16,667	11,649	5,018	13,351	47%	1,413	
5320	Monitoring-Lab Work	49,600	33,067	44,762	(11,695)	4,839	90%	35,022	Advanced Payment
5330	Prop. 65 Clean-Up Expense	10,000	6,667	0	6,667	10,000	0%	0	
	Total Environment & Monit.	84,600	56,400	56,411	(11)	28,189	67%	36,435	
	Utilities								
5410	So. California Gas	1,800	1,200	884	316	916	49%	251	
5420	So. California Electric	214,000	142,667	125,398	17,269	88,602	59%	13,934	
5430	Telephone	10,300	6,867	4,251	2,615	6,049	41%	526	
5440	Water	12,100	8,067	8,373	(306)	3,727	69%	1,408	
5450	Rubbish	5,000	3,333	2,956	377	2,044	59%	376	
5480	Underground Service Alert	800	533	356	178	445	44%	36	
5490	Building Alarm System	700	467	470	(3)	230	67%	0	Advanced Payment
	Total Utilities	244,700	163,133	142,688	20,445	102,012	58%	16,531	

CARPINTERIA SANITARY DISTRICT

CSD BUDGET DETAIL

February 2014

Account Number	Description	2013/2014 Budget	Y-T-D Estimate	Y-T-D Actual	Y-T-D Variance	Unexpen. Balance	Expended Balance (%)	Current Month	Notes
				Percentage YTD			67%		
	Sludge Disposal								
5470	Sludge Disposal	125,000	83,333	58,681	24,653	66,319	47%	13,009	
	Total Sludge Disposal	125,000	83,333	58,681	24,653	66,319	47%	13,009	
	Supplies & Equipment								
5510	General Supplies	15,000	10,000	7,823	2,177	7,177	52%	1,229	
5521	Odor Control Chemicals	35,000	23,333	0	23,333	35,000	0%	0	
5522	Chlorine-SO2	108,000	72,000	44,212	27,788	63,788	41%	3,143	
5524	Polymers	31,000	20,667	14,009	6,658	16,991	45%	0	
5525	Tools/Small Parts	2,000	1,333	1,211	122	789	61%	22	
5526	Fuel, Diesel, Lubricants	7,500	5,000	6,843	(1,843)	657	91%	1,973	Bulk Purchased
5527	Safety Equipment	5,700	3,800	2,677	1,123	3,023	47%	175	
	Total Supplies & Equipment	204,200	136,133	76,776	59,357	127,424	38%	6,540	
	Repairs & Maintenance								
5610	Equipment (minor)	17,900	11,933	9,180	2,753	8,720	51%	6,621	
5620	Building Maintenance	8,000	5,333	2,440	2,893	5,560	30%	319	
5630	Grounds Maintenance	3,500	2,333	744	1,590	2,756	21%	0	
5640	Vehicles Maintenance	11,600	7,733	2,848	4,885	8,752	25%	185	
5650	Treatment Plant Maintenance	47,000	31,333	26,778	4,555	20,222	57%	5,599	
5680	Pump Station Maintenance	10,000	6,667	5,108	1,559	4,892	51%	72	Advanced Payment
5690	Collection System Maintenance	82,000	54,667	5,811	48,856	76,189	7%	450	
	Total Repairs & Maint.	180,000	120,000	52,909	67,091	127,091	29%	13,246	
	Professional Services								
5821	Accounting (Annual Audit)	9,000	6,000	9,000	(3,000)	0	100%	0	Payment for Entire Year.
5831	Legal Counsel	24,000	16,000	46,452	(30,452)	(22,452)	194%	30,308	
5843	Computer-Related Expenses	24,000	16,000	11,465	4,535	12,535	48%	92	Advanced Payment
5844	SCADA Related Expenses	20,000	13,333	9,439	3,894	10,561	47%	0	Advanced Programming
5847	Public Relations	35,000	23,333	8,262	15,071	26,738	24%	3,840	
5849	Professional Services	24,000	16,000	9,781	6,219	14,219	41%	704	
5851	Payroll Service-Paychex	4,800	3,200	2,626	574	2,174	55%	530	
5855	IDP/Monitoring Source Control	500	333	0	333	500	0%	0	
	Total Professional Services	141,300	94,200	97,026	(2,826)	44,274	69%	35,473	
	Other Expenses								
6020	Admin Charges-SB County	10,000	6,667	0	6,667	10,000	0%	0	
6030	Debt Services Administration Fee	3,200	2,133	1,600	533	1,600	50%	0	
6031	LAFCO Pro-Rata Costs	3,800	2,533	3,654	(1,121)	146	96%	0	Payment for Entire Year
6032	Regional Grant/Planning Costs	1,000	667	0	667	1,000	0%	0	
	Total Other Expenses	18,000	12,000	5,254	6,746	12,746	29%	0	
	GRAND TOTALS	3,412,000	2,251,228	2,033,135	218,093	1,378,865	60%	289,939	

CARPINTERIA SANITARY DISTRICT

CAPITAL IMPROVEMENT PROJECT (CIP) EXPENDITURES

FY 2013/2014

Date: February 2014

CIP No.	Funding Source	Description	Project Starting Date	Budget	Project Cost to Date	% Expended	YTD Expense	MTD Expense	Variance	Comments
P-132	CIP	Plum Street Sewer Replacement Project	7/1/2010	$ 1,000,000	76,031	8%	0	0	923,969	In Design
P-138	CIP	Aerobic Digester Preliminary & Final Design	3/1/2012	$ 4,850,000	560,032	12%	76,583	6,340	4,289,968	Awarded
P-143	CIP	Ford 1/2 Ton Pick-Up Truck	7/1/2013	$ 24,000	22,109	92%	22,109	0	1,891	Completed, 10/31/2013
P-144	CIP	Ford Explorer 2014	7/1/2013	$ 30,000	32,698	109%	32,698	0	-2,698	Completed, 10/31/2013
P-145	CIP	Combination Sewer Cleaning Machine	7/1/2013	$ 400,000	370,747	93%	370,747	0	29,253	Completed, 10/31/2013
P-146	CIP	Laboratory Autoclave	7/1/2013	$ 13,000	11,122	86%	11,122	0	1,878	Completed, 10/31/2013
P-147	CIP	Maintenance Shop Cabinets	7/1/2013	$ 20,000	18,712	94%	18,712	0	1,288	Completed, 10/31/2013
P-148	CIP	Carpinteria Creek Suspended Line Crossing Restoration		$ 200,000	27,554	14%	27,554	6,436	172,446	In Design
P-149	CIP	Collection System Rehabilitation Project- Phase 1		$ 750,000	0	0%	0	0	750,000	In Construction
P-150	CIP	Computerized Maintenance Management System		$ 50,000	0	0%	0	0	50,000	In Progress
P-151	CIP	Lift Station 6 Pump Replacement		$ 25,000	5,484	22%	5,484	5,484	19,516	Equipment Ordered
P-152	CIP/DIF	Santa Claus Lane Area Sewer Improvements		$ 180,000	0	0%	0	0	180,000	In Design
P-153	CIP	RAS Pump Replacement		$ 45,000	0	0%	0	0	45,000	In Design
	CIP	Garage Building		$ 140,000	0	0%	0	0	140,000	
	CIP	Clarifier Mechanical Retrofit Project		$ 56,000	0	0%	0	0	56,000	
	CIP	Lab and Breakroom Improvements		$ 100,000	0	0%	0	0	100,000	
Totals				7,883,000	1,124,488		565,008	18,259	6,758,512	

Assessment District 2007-1 Projects

CIP No.	Funding Source	Description	Project Starting Date	Budget	Project Cost to Date	% Expended	YTD Expense	MTD Expense	Variance	Comments
P-201	Bonds	Rincon Point, Zone A	4/1/2009	$ 5,281,217	2,686,937	51%	1,812,296	155,260	2,594,280	In Construction
Totals				$ 5,281,217	2,686,937	51%	1,812,296	155,260	2,594,280	