



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: May 16, 2017

Community Open House and Plant Tours. A community open house is scheduled for Saturday, June 3rd from 9:00 a.m. to noon. Staff is planning and preparing for the event, which will include facility tours and equipment displays. Board members are encouraged to attend and interface with customers.

CWEA Annual Conference Report I attended the 2017 CWEA Annual Conference at the Palm Springs Convention Center held April 26-28, 2017. Several other District staff members were also able to attend. In addition to the excellent training, networking opportunities and technical tradeshow/exhibition, the District received the Small Plant of the Year and Small Collection System of the Year Awards. Mark Bennett also received the Quarter Century Operator Award. Directors Moorhouse and Graf were able to attend the closing luncheon when these awards were conveyed.

CWEA Plant of the Year Workshop. The District is hosting the CWEA Tri-Counties Section June Workshop on June 15th. This training event usually attracts 200 plus attendees from throughout the region.

Personnel Recruitment Update John Jimenez was hired to fill the Collection System Operator 1 position and started work on May 8th.

Administration Building Replacement Project. Dudek delivered a Phase 1 Archaeologic Investigation report that identified no cultural resources on the project site. The report was submitted to the City in support of our CDP application. District and City staff have been communicating about CEQA compliance for this project. Based on our review, the building replacement project would be categorically exempt. On May 12th we received an incomplete letter from the Community Development department. The team will begin addressing the relatively minor items so the project can advance to ARB and Planning Commission review.

Plum/Pear Replacement Project. The bid opening date for this project was May 10, 2017. A single bid was received from Blois Construction. The project engineer is reviewing the bid and will provide a recommendation.

Aeration Blower Project Update. The startup of the new blower control panel was successful and the system has been operating very well over the last month. The Energy Network is scheduling AESC to perform post-installation monitoring of electricity usage required to finalize the SCE incentive rebate. As the final component to this capital project, District staff will be installing new diffuser membranes in each of the aeration basins. The existing diffusers have been in service approximately 12 years and are due for replacement to optimize oxygen transfer in the tanks.

Lower Lateral Rehabilitation Project Update. National Plant Services is progressing with this trenchless lateral rehabilitation project and through May 12th had successfully completed 13 laterals. Most of the laterals have been in the Concha Loma neighborhood. The work product

has been good quality to date.

Board Meeting Schedule: Annual Budget, SSC and Rate Hearing Schedule. A schedule and summary is as follows:

- Regular Board meeting on June 6, 2017 – Hearing to consider Ordinance No. 15 adopting updated SSC rate schedule. Ordinance No. 16 updating Development Impact Fees also to be considered.
- Special Board meeting on June 13, 2017 – Resolution placing SSC on tax roll, resolution setting appropriations limit and resolution adopting FY 2017/18 Budget.
- Regular Board meetings scheduled for June 20, 2017 and July 4, 2017 are expected to be canceled.

SB 496 Opposition Letter. Following direction from the Board, I prepared and distributed a letter in opposition to SB 496 (Canella) relating to indemnity provisions and requirements in professional services contracts with engineers and design firms. A copy is attached for reference.

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

- The treatment plant is operating in full compliance with our NPDES discharge permit.
- No mainline SSOs or sewer blockages were reported during the period.
- Collections staff is continuing with the system-wide cleaning and CCTV program. CCTV work is currently happening in the Santa Monica Gardens neighborhood.
- An emergency lower lateral repair was completed on Calle Arena. The clay lateral and chimney were badly broken causing our lateral camera to become stuck during a routine inspection.
- Minor repairs were made at Lift Station Nos. 4 and 5. Staff is evaluating the condition of the submersible pumps at LS5 and will make required repairs or replacements.



Carpinteria Sanitary District
Board of Directors Meeting

STAFF REPORT

TO: Board of Directors
FROM: Craig Murray, P.E. - General Manager
SUBJECT: **RESOLUTION No. R-301 – Resolution Setting the Date for a Hearing and Giving Notice thereof of Election to Collect Sewer Service Charges on the County Tax Roll for the Fiscal Year 2017/18**
DATE: May 16, 2017

REQUESTED ACTION: Board to consider adopting Resolution No. R-301 setting the hearing date of June 13, 2017 for consideration of placing sewer service charges on the 2017/18 tax roll and authorizing the notice thereof.

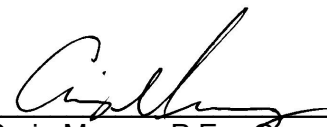
BACKGROUND: The Board, through adoption of Ordinance No. 1987-1 on June 16, 1987, initially authorized the collection of sewer charges on the County Assessor’s tax roll. Ordinance No. 15, which is expected to be adopted by the District Board of Directors at a properly noticed hearing on June 6, 2017, will additionally authorize such collection. This authority to collect via the tax roll, granted by state law, remains in place until an ordinance “to change” is adopted. The Board must also conduct a hearing and approve placement of the charges on the tax roll annually. This hearing must be noticed and published as set forth in the California Health and Safety Code. Approval and adoption of Resolution No. R-302 will authorize staff to publish notice of the June 13, 2017 hearing in the local *Coastal View News* newspaper. The hearing will be at the District’s office located at 5300 Sixth Street, Carpinteria, California, at 5:30 p.m.

RECOMMENDATION: Staff recommends adoption of Resolution No. R-301

SUGGESTED MOTION: I move that the Board adopt Resolution No. R-301 setting the location, time, and date of the hearing and authorizing publication and notice per State law.

M _____ S _____

Ayes: _____ Nays: _____ Abstentions: _____

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

Attachments: Resolution No. R-301
Notice of Hearing

RESOLUTION NO. R-301

A RESOLUTION OF THE BOARD OF DIRECTORS OF CARPINTERIA SANITARY DISTRICT SETTING THE DATE FOR A HEARING AND GIVING NOTICE THEREOF OF ELECTION TO COLLECT SEWER SERVICE CHARGES ON THE COUNTY TAX ROLL FOR THE FISCAL YEAR 2017/2018

WHEREAS, pursuant to the authority of Section 6520.5 of the Health and Safety Code (“Code”), the Governing Board (“Board”) of the Carpinteria Sanitary District has prescribed sewer service rates; and

WHEREAS, pursuant to Section 5473 of the Code, the Board by its Ordinance No. 1987-1, dated June 16, 1987, initially elected to collect sanitary sewer service charges by means of the County Tax Roll each fiscal year; and

WHEREAS, on June 6, 2017, the Board will consider the adoption of Sewer Service Charges for Fiscal Year 2017/18 in accordance with proposed District Ordinance No. 15, and thereafter on June 13, 2017 will hold a hearing as set forth in Paragraph 1 below; and

WHEREAS, Section 5473 of the Health and Safety Code requires that in the event of such an election the District shall cause a written report to be filed, and the report shall contain a description of each parcel to be served by sewers and the charge therefore; and

WHEREAS, the report for fiscal year 2017/2018 is being prepared and will be on file in the office of the District on or before June 2, 2017; and

WHEREAS, Section 5473.1 of the Health and Safety Code requires that a hearing be held on the report and that notice of the hearing by publication and mailing be given.

NOW, THEREFORE, BE IT RESOLVED:

1. That a hearing is hereby set and shall be held at 5:30 p.m. on the 13th day of June, 2017 at the Carpinteria Sanitary District's administrative office located at 5300 Sixth Street, Carpinteria, California, for the purpose of hearing all objections and protests, if any, to the report on file in the office of the District;
2. That notice of the said hearing shall be given as follows:
 - a) By publication in the COASTAL VIEW on or before the 25th day of May, 2017 and the 1st day of June 2017.
 - b) By mailing a notice in writing to those owners of those parcels of real property described in the report who are connected to the District's facilities and which parcels were not shown on the District's report for the prior fiscal year 2016/2017. The notice shall be mailed to the said owner's address as it

appeared on the last equalized assessment roll available or the address shown to the Secretary of this District. Mailing is to be completed by June 2, 2017.

- c) A copy of the said written report will be available for inspection by the public on June 2, 2017 at the District office located at 5300 Sixth Street, Carpinteria, California.
- 3. That the General Manager shall be and hereby is authorized and directed to give the notice in form as required by law and to do any and all such other things as necessary for the holding of said hearing.

PASSED AND ADOPTED by the Governing Board of the Carpinteria Sanitary District on the 16th day of May, 2017 by the following vote to wit:

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

Resolution No. R-301 was thereupon declared, carried, and adopted.

Dated this 16th day of May, 2017.

We certify that the above is a true and correct copy of Resolution No. R-301, adopted by the Board of Directors of the Carpinteria Sanitary District on May 16, 2017.

APPROVED:

Lin Graf
President, Board of Directors

ATTEST:

Mike Damron
Secretary, Board of Directors

**NOTICE OF HEARING DATE ON REPORT TO COLLECT
CARPINTERIA SANITARY DISTRICT
SEWER SERVICE CHARGES
ON COUNTY TAX ROLL**

NOTICE IS HEREBY GIVEN that at 5:30 p.m. on the date of June 13, 2017, at 5300 Sixth Street, Carpinteria, California, a hearing will be held on a written report on file in the office of the District at 5:30 p.m., located at the above-referenced address. The report containing a description of each parcel of real property within Carpinteria Sanitary District to which sewer service is being rendered or for which an application for service has been made to the District has been filed on or before June 2, 2017. The report also sets for the charge to be made for sewer services to each of said parcels for the fiscal year 2017/2018.

The purpose of the hearing on the report is to enable the Governing Board of the Carpinteria Sanitary District to hear and consider all objections or protests to the election by the District to collect the sewer service charges as shown on the report on the County Tax Roll in the same manner and at the same time as general taxes.

The report is available for examination during normal business hours beginning June 2, 2016, and will remain available for examination during regular business hours at the administrative office of the District located at 5300 Sixth Street, Carpinteria, California, 93013.

Dated this 16th day of May, 2017.

Lin Graf, President
Board of Directors
Carpinteria Sanitary District



Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

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

SUBJECT: **Cash Contract No. 452 – Cushman Contracting Corporation
Primary Clarifier Sludge Collector Equipment Installation
And Budget Amendment for CIP Project No. P-154**

DATE: May 16, 2017

REQUESTED ACTION: That the Board review and approve Cash Contract No. 452 between the Carpinteria Sanitary District and Cushman Contracting Corporation, Inc. for installation of mechanical sludge collection equipment in the primary clarifier.

FUNDING SOURCE: Capital Improvement Project P-154

BACKGROUND: The District is a participating member in the California Uniform Public Construction Cost Accounting Act (CUPCCA) following adoption of Board Resolution R-294 in May 2016. This program allows for negotiated contracting for projects valued less than \$45,000. The District may contract with any company on its list of qualified contactors under this program.

In late April the District took delivery of new mechanical sludge collection equipment for our primary clarifier tank. Procurement of this equipment followed extensive planning to effect a change from the current three chain system to a two chain system. The existing mechanical equipment has also reached the end of its useful service life and exhibits significant wear. Maintenance of this unit process is critical to ongoing compliance and treatment efficacy. The replacement parts were manufactured by Polychem, Inc, and sourced from Geirlich-Mitchell Inc. (GMI), the local Polychem representative. We had originally planned to have GMI complete installation of the equipment prior to commencement of the Aerated Sludge Holding Tank Project. However, at this point GMI is no longer able to perform this work.

Accordingly, District staff requested a quote for the installation work from Cushman Contracting Corporation (Cushman). Cushman is on the District's CUPCCA contractor list and has successfully completed similar projects for the District. Cushman's scope will include installation of the shafts, sprockets, chains, flights, wear strips and related mechanical equipment. The proposed price for this work is \$22,518. Their price proposal included an optional task for demolition of the existing sludge collection equipment (Item 1), however, this work will be performed by District staff.

Cash Contract No. 452 was prepared to engage Cushman to perform the mechanical equipment installation for the subject project. If authorized, the work would be completed within 25 working days following issuance of a Notice to Proceed. The form of agreement is based on the District's standard contract for construction activities.

This CIP project was originally authorized in FY 2103/14 with a total budget of \$56,000. As mentioned above, the intent was to complete this retrofit prior to commencement of the Aerated Sludge Holding Tank Project. Due to delays on the part of the supplier, the project was put on hold and although a purchase order was issued to GMI in early 2014, the equipment was not ordered from the manufacturer until late 2016, following completion of the larger plant upgrade.


The total incurred equipment cost was \$51,344.29. Adding the proposed installation costs outlined herein, and including costs for disposal of removed materials, the anticipated total project cost is approximately \$75,500. It is proposed that the Board concurrently augment the authorized CIP project budget for Project P-154 by \$20,000, to a total of \$76,000.

RECOMMENDATION: Staff recommends that the Board 1) review and approve Cash Contract No. 452 between the Carpinteria Sanitary District and Cushman Contracting Corporation, Inc. for the Primary Clarifier Sludge Collector Equipment Installation Project dated May 16, 2017; and 2) amend the budget for CIP Project P-154 to \$76,000.

SUGGESTED MOTION: I move that the Board 1) review and approve Cash Contract No. 452 between the Carpinteria Sanitary District and Cushman Contracting Corporation, Inc. for the Primary Clarifier Sludge Collector Equipment Installation Project dated May 16, 2017; and 2) amend the budget for CIP Project P-154 to \$76,000.

M _____ S _____

Ayes: _____ Nays: _____ Abstentions: _____

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

CASH CONTRACT #452

AGREEMENT FOR Primary Clarifier Sludge Collector Equipment Installation

This Agreement is made and entered into effective May 16, 2017, between:

CARPINTERIA SANITARY DISTRICT
(hereinafter referred to as "District")

and

CUSHMAN CONTRACTING CORPORATION, INC. of Goleta, California
(hereinafter referred to as "Contractor")

RECITALS

WHEREAS, the District's procurement of the desired construction services from Contractor meets the criteria established for Informal Bidding Procedures pursuant to the California Uniform Construction Cost Accounting Act ("Uniform Act") in which the District participates as authorized by Resolution R-294 adopted on May 3, 2016; and

WHEREAS, the Contractor represents that it has the skills, experience, and expertise to perform these services for the District; and

WHEREAS, subject to the specific terms and conditions set forth herein, Contractor desires to enter into an agreement with the District for said installation;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

Section 1: Nature of Agreement. This agreement, when fully executed by the Parties, shall constitute a contract whereby Contractor agrees to install new mechanical sludge collector equipment in the District's existing primary clarifier tank pursuant to Contractor's May 9, 2017 price proposal included as Exhibit "A" and incorporated herein by reference. The work includes installation of new spindles, shafts, sprockets, chain, wear strips, flights and appurtenant hardware and systems. Item 1, Demolition, in Exhibit A is excluded from the scope and this work will be performed by District staff. Compensation payable to Contractor pursuant to this agreement shall be paid on a lump sum basis, not to exceed (Twenty Two Thousand Five Hundred Eighteen dollars and no/100) \$22,518.00 without written authorization from the District's General Manager.

Section 2: Term of Agreement. This Agreement shall continue in full force and effect for a period of 25 working days beginning on such date indicated in a forthcoming Notice to Proceed

accepted by both parties, except as subject to early termination as provided in Section 3 of this Agreement.

Section 3: Early Termination. During its term, this Agreement may be sooner terminated by written notice of termination as follows:

- A. By either Party in the event the defaulting Party fails to cure a material breach of this Agreement within five (5) days of receipt of a written notice from the non-defaulting Party of such material breach.
- B. By the District, without cause and without penalty or cost to the District, immediately upon written notice, given in the sole discretion of the District's General Manager or designee.
- C. In the event of termination by the District, the District without penalty may have another Contractor perform the Work or if permissible perform the Work itself.

Section 4: Safety and Protection

- A. The Contractor shall be solely responsible for supervising its personnel and initiating, maintaining, and supervising all safety precautions and programs in connection with the Scope of Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss, to its personnel at the location of the work and any third parties.
- B. The Contractor shall promptly and fully comply with and carry out and shall, without separate charge to the District, enforce compliance with safety and first aid requirements pertaining to the work stated herein, prescribed by all applicable Laws and Regulations (whether referred to herein or not) of any public body having jurisdiction or charged with the enforcement thereof, for the safety of persons or property or to protect them from damage, injury, or loss, including without limitation all OSHA rules, regulations and guidelines pertaining to confined space entry, and Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify District, owners of adjacent property and utilities when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. The Contractor shall take such other measures as may be necessary to ensure that work is done in a safe manner and that the safety and health of the employees and people of the local communities is safeguarded.
- C. The Contractor shall designate, in writing, a responsible representative at the site whose duty shall be the prevention of accidents, and the maintaining and supervising of safety precautions and programs. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the District.

Section 5. Compliance with Laws. In addition to those safety covenants set forth in the preceding section, Contractor shall give all notices, obtain all applicable permits for the Work, and comply with all federal, state and local laws, regulations rules and ordinances in any way applicable to the Work, including but not limited to the payment of prevailing wages to all workers employed on the Work, and compliance with all applicable provisions of the California Labor Code.

Section 6. Time for Completion of Work; Liquidated Damages Upon issuance by the District of a

Notice to Proceed, Contractor shall diligently undertake the Work and shall complete all of the Work within twenty-five (25) working days after the starting date set forth in the Notice to Proceed. Time is of the essence for completion of the Work. If the Work is not completed within the time specified herein, plus any extension of time as allowed by the District, the parties acknowledge that: (a) the District will suffer financial damages which are, and will continue to be, impracticable and extremely difficult to ascertain; and (b) the delay, expense and difficulty involved in proving the actual damages suffered by Owner as a result of such delay. Accordingly, instead of requiring such proof, the parties agree that as authorized by California Government Code Section 53069.85, Contractor shall pay to District as liquidated damages, and not as a penalty the sum of Five Hundred Dollars (\$500.) for each calendar day that expires after the time specified for completion of the Work. This remedy is in addition to any other remedy available to District herein or under law.

Section 7: Insurance. Prior to commencement of the Work, Contractor shall procure, furnish evidence of coverage to District, and maintain for the duration of this Agreement and thereafter, all as specified in Exhibit "B" incorporated herein by reference, liability insurance naming the District as an additional insured.

Section 8: Indemnity. To the fullest extent permitted by law, Contractor shall investigate, defend, indemnify, and hold harmless the District and its directors, officers, agents, and employees from and against any and all loss, damage, liability, claims, demands, costs, charges, and expenses (including reasonable attorneys and expert consultant fees), and any fines or penalties from regulatory agencies and any causes of action of whatsoever character which the District may incur, sustain, or be subjected to on account of loss or damage to District's property or other real or personal property or loss of use thereof, or for bodily injury to or death of any persons (including but not limited to employees, subcontractors, agents, and invitees of each party hereto), and for violation of any laws, ordinances, rules or regulations (compliance with which is Contractor's responsibility, including without limitation safety standards), arising out of or in any way connected with the work performed by Contractor under this Agreement, except and only to the extent where caused by the active negligence, sole negligence, or willful misconduct of District. Contractor's indemnity obligations shall survive the term of this Agreement.

Submission by Contractor of proof of compliance with the insurance requirements of this Agreement shall not relieve Contractor from liability under this indemnity section. The obligations of this indemnity section shall apply whether or not such insurance policy(ies) shall have been determined to apply to any of such losses damage, liability, claims, demands, costs, charges, or expenses.

Section 9. Responsibility for Work. Until completion and final acceptance of the Work by District, the Work shall be under the Contractor's responsible care and charge. To the fullest extent permitted by law, Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature, except those beyond Contractor's control.

Section 10. Guarantee. Contractor hereby guarantees that the entire Work constructed and/or performed by it under this Agreement will fully meet all of the requirements of the Request for Informal Bids and will otherwise be completed in a good, workmanlike manner, including but not limited to quality of workmanship and of materials furnished by Contractor. If District notifies Contractor of any defects in quality of workmanship or materials within one (1) year following the completion of Work, Contractor at its expense, with no charge to District, shall repair such work and/or replace such materials.

Section 11: Successors and Assigns. No assignment of this Agreement shall be effective without the prior written consent of the non-assigning party. District may withhold such consent in its sole discretion. Contractor may utilize subcontractors with District authorization.

Section 12: Independent Contractor. The parties agree that the Contractor is an independent contractor to the District, not an employee of the District, and therefore is not entitled to the salaries, benefits, or privileges of being an employee of the District, including, but not limited to vacation pay, holiday pay, overtime pay, health insurance, disability or retirement benefits, and workers' compensation benefits.

Section 13: Notice. Any notice, payment or instrument required or permitted to be given hereunder shall be deemed received upon personal delivery or upon deposit in the United States mail, registered, postage prepaid and addressed as follows:

DISTRICT:
Craig Murray, General Manager
Carpinteria Sanitary District
5300 Sixth Street
Carpinteria, CA 93013

CONTRACTOR:
Lee Cushman
Cushman Contracting Corporation
P.O. Box 147
Goleta, CA 93116-0147

Section 14: California Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any provisions of law, regulation or rule required to be set forth in the Request for Informal Bids or this Agreement, whether as a part of the Uniform Act, public works laws pertaining to the construction services, or otherwise, shall be incorporated in this Agreement by this reference as if set forth in full.

Section 15. Claims and Disputes. Should litigation be filed concerning this Agreement, such litigation shall be filed and heard in a court of competent jurisdiction for the County of Santa Barbara, State of California.

Section 16: Integration Clause. No claim or right arising out of a breach of this Agreement can be discharge in whole or in part by a waiver unless the waiver is supported by consideration and is in writing signed by the aggrieved party. This Agreement represents the entire agreement between the parties and shall not be modified, except as agreed in writing.

Section 17: No Waiver. No failure or delay by either party in asserting their rights or remedies hereunder as to any default shall operate as a waiver of the default, of any subsequent or other default, or any rights or remedies. No such delay shall deprive the parties of their right to institute and maintain any action or proceeding which may be necessary to protect, assert, or enforce any rights or remedies arising out of this Agreement or the performance thereof. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver unless the waiver is supported by consideration and is in writing signed by the aggrieved party.

Section 18: Partial Invalidity. If any term, covenant, or condition of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions herein shall remain in full force and effect and shall not be affected, impaired, or invalidated thereby.

Section 19: Recitals. The foregoing recitals are incorporated herein as if fully set forth.

Section 20: Authority. The individuals executing this Agreement on behalf of the respective

parties represent and warrant that they have the requisite authority to take such action.

Section 21: Drafting. The provisions of this Agreement shall be construed in accordance with the fair meaning of the language and shall not be construed against the drafting party.

The parties have executed this Agreement on the day and year first set forth above.

BY SIGNING HEREUNDER, Contractor acknowledges that it has reviewed all of the foregoing provisions of the Agreement and agrees with the terms, requirements, and conditions contained herein,

The parties have executed this Agreement on the day and year first set forth above.

CARPINTERIA SANITARY DISTRICT

CONTRACTOR

Lin Graf, President
Carpinteria Sanitary District
Board of Directors

Lee Cushman
Cushman Contracting Corporation