AGENDA

FOR THE REGULAR MEETING OF THE GOVERNING BOARD TO BE HELD December 17, 2013

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
November 19, 2013 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. Annual Board Reorganization **(Pages 1 - 3)**

Description: Board action establishing officers, meeting place, meeting time and other housekeeping functions required/authorized annually by law.

Staff Recommendation: None.

2. General Manager's Status Report **(Pages 4 - 6)**

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

- Rincon Point Septic to Sewer Project Update
- SCAP Board of Directors Meeting
- SBSDA Meeting Report
- SSMP Update
- West Padaro Main Sewer Extension Project
- Operations Update

3. **Contract Document Acceptance and Authorization to Solicit Bids** **(Pages 7-19)**
Aerated Sludge Holding Tank Replacement Project – Cash Contract No. 416

Description: The Board to review and consider accepting the Contract Documents for the Aerated Sludge Holding Tank Replacement Project prepared by Carollo Engineers and authorize solicitation of bids for construction.

Staff Recommendation: Acceptance of the 100% complete Contract Documents for the Aerated Sludge Holding Tank Replacement Project and authorize advertisement and solicitation of bids for construction.

4. **Lift Station No. 3 Control Panel Replacement Authorization** **(Pages 20 - 27)**
Aerobic Digester Replacement Project

Description: The Board to consider purchase authorization for control panel replacement for Lift Station No. 3.

Staff Recommendation: Approve purchase of control panel replacement for Lift Station No. 3.

5. **Cash Contract No. 417 – Lucity, Inc.** **(Pages 28 - 51)**
Asset Management Software and Professional Support Services

Description: The Board to review and consider approval of Cash Contract No. 417 with Lucity Inc. for asset management software and professional support services.

Staff Recommendation: Approval of Cash Contract No. 417.

6. **Resolution No. R-270** **(Pages 52- 53)**
Recognizing Bob Gillette for a Decade of Outstanding and Dedicated Service to the Carpinteria Sanitary District

Description: The Board to review and consider adopting Resolution No. R-270 Recognizing Bob Gillette for a Decade of Outstanding and Dedicated Service to the Carpinteria Sanitary District.

Staff Recommendation: That the Board adopt Resolution No. R-270.

7. **LAFCO Commission – Special District Member Vacancy** **(Pages 54-55)**

Description: The Board to receive information related to the upcoming vacancy on the LAFCO commission.

Staff Recommendation: None. Board decision.

IV. BOARD ITEMS

A. COMMITTEE REPORTS

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

- Standing Finance Committee
- Standing Personnel Committee
- Standing Public Relations Committee
- Utilities 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. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION: Pursuant to Government Code Section 54956.9(d)(1): Name of Case: Mark Gilbert v. Tierra Contracting, Inc.; City of Carpinteria; Carpinteria Sanitary District.
Santa Barbara Superior Court Case No. 1415699.

CONFERENCE WITH LEGAL COUNSEL — ANTICIPATED LITIGATION:
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): one case. December 10, 2013 Notice of Violation from Central Coast Regional Water Quality Control Board

VI. RECONVENE OPEN SESSION

A. CLOSED SESSION REPORT

VII. 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.....12/13/13

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 **November 19, 2013**, at 5:30 p.m. at its District administrative office located at 5300 Sixth Street, Carpinteria, California.

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

Staff Present: Craig Murray – General Manager
Hamid Hosseini – Finance Director

Legal Counsel Present: Anthony Trembley – Musick, Peeler & Garrett, LLP

Public Present: Rich Teaman – Teaman, Ramirez &Smith, CPA

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

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

Board Approval of Minutes of the Meeting of November 5, 2013 – Director Damron made a motion that the Minutes of the November 5, 2013 Regular Board meeting be approved as submitted; Director Modugno seconded the motion, and the motion was approved by a 5-0 vote.

Public Forum – None.

General Manager's Status Report – General Manager reported on the following: **Rincon Point Septic to Sewer Project Update** – General Manager said Tierra Contracting began work within Rincon Beach Park in preparation for delivery of the pump station wet well and other below grade structures. Directional drilling of the 4-inch force main from the park to CalTrans bridge was tentatively scheduled to begin the week of November 25th. Although work within the CalTrans right of was delayed, Tierra will accelerate some other aspects of the work and still plans to finish on schedule. A fiber optic line buried more than 18 feet below grade was hit yesterday. No utility has claimed this line, however an engineer from Verizon has been dispatched to the site to investigate. **SCAP Board of Directors Meeting** – General Manager said he participated in a 2-day Board of Directors Strategic Planning Workshop for SCAP held in Oxnard. The focus was on making SCAP even more valuable to its member agencies. **SAMA Meeting Report** – General Manager said he attended the Sanitation Agency Managers' Association monthly lunch meeting on November 13th at the Montecito Sanitary District. The speakers were principals from Abalone Coast Analytical in San Luis Obispo who discussed proposed changes to the California Ocean Plan. The Ocean Plan sets the standards for ocean water quality. In order to protect ocean shellfish harvesting, the changes would reduce the Ocean Plan limit for fecal coliform bacteria to 14 MPN/100mL. Fecal coliform has many sources, predominately in the marine environment from birds. This standard would likely translate to dramatically lower NPDES permit effluent limits for ocean dischargers, with language requiring dischargers to differentiate between effluent based and background sources of bacteria. **West Padaro Main Sewer Extension Project** – General Manager said on November 4th the Santa Barbara County Zoning Administrator approved a Coastal Development Permit/Conditional Use Permit. The LAFCO hearing for the reorganization is scheduled for December 5th, and it will be followed by a short protest period, before the boundary change can be recorded and finalized. CalProp has undertaken some potholing activities and construction is anticipated to begin in late December or early January. **Operations Update** – General Manager said the treatment plant is operating well and in full compliance with our NPDES discharge permit. Collection system maintenance activities continue at a good pace, with the new Vactor performing very well. Water use has increased, however the cleaning efficiency as compared to the older VacCon machine is much higher. A lower lateral blockage was reported at a residence on Ninth Street which resulted in a minor SSO of approximately 14 gallons. The sewage was fully contained and did not leave the property. The lateral was added to our inventory and put on a maintenance schedule.

Comprehensive Annual Financial Report and Audited Financial Statements Fiscal Year 2012/2013 – General Manager said he'd like to introduce Rich Teaman from Teaman, Ramirez & Smith, Certified Public Accountants. Rich's firm has been conducting the District audits for the last eight years. General Manager asked the District's Finance Director, Hamid Hosseini, to present this agenda item.

Finance Director Hosseini said an independent audit of the Carpinteria Sanitary District for Fiscal Year 2012/13 was performed by TRS. Starting in FY 2009/10 the District and TRS combined efforts to produce a broader audit report referred to as a Comprehensive Annual Financial Report, or CAFR. This method of reporting has continued annually. Finance Director Hosseini said the CAFR would be submitted to the Government Finance Officers Association (GFOA) for review. The District has received a Certificate of Achievement for Excellence in Financial Reporting by the GFOA for each year that the report has been submitted.

Auditor, Rich Teaman from TRS said he wanted to focus on the Auditor's Report which includes a clean opinion with no qualifications. The report addresses required audit standards and includes several reports: Mr. Teaman said that the opinion letter will look very different from the prior year due to changes to the auditing standards. The report itself also incorporated other changes to maintain consistency with the updated auditing guidelines. Additionally, a new section titled Deferred Inflows of Resources, which was introduced by GASB Statement 63, was added. Within this new section a line listed as Deferred Gain on Refunding contained a figure for FY 2012/13. This figure represents the gain that was earned as a result of refinancing the agency's bonds. This figure will be amortized over the life of the debt.

Mr. Teaman provided the Board and staff with an oral summary of the CAFR contents and said he would be happy to answer any questions from the Board.

Finance Director Hosseini went over additional supplemental reports which included: a summary of the financial statements, Capital Improvement Program status report, detail of monthly revenue and expenses, Investment Report per Government Code 53600, Summary of property tax revenue and Development Impact Fee report. Finance Director Hosseini said the CAFR's Statistical Section is very useful to identify trends over the last ten years.

President Moorhouse said he would like to thank staff and TRS for their work in compiling the CAFR document.

Director Damron made a motion that the Board adopt the Comprehensive Annual Financial Report for the year ended June 30, 2013, and that the Finance Director be authorized to distribute the necessary reports and file the State Controller's Report with the State of California. Director Graf seconded the motion, and the motion was approved by a 5-0 vote.

Dedication of Sewer Facilities; Lagunitas Residential Development – 6380 Via Real – General Manager said the project to construct a new sewer system to serve a 73-unit residential development located at 6380 Via Real has been completed to the satisfaction of the District and the appropriate Notice of Completion has been recorded a the County of Santa Barbara. The maintenance period is now complete and these lines have been found to be in acceptable condition through CCTV inspection.

General Manager said the facilities include 366 linear feet of 10-inch gravity sewer main, 1,612 linear feet of 8-inch sewer main, 37 laterals, 11 sewer manholes and other appurtenances required to serve the Lagunitas residential development.

General Manager said if approved this infrastructure will become the property of the District upon dedication. After final acceptance by the Board of Directors, the District will own and maintain the facilities.

General Manager said it was staff's recommendation that the Board approve the dedication of the sewer facilities constructed at 6380 Via Real and authorize recordation of the Dedication of Sewer and Appurtenances with the County of Santa Barbara.

Director Damron made a motion that the Board accept the dedication of sewer facilities constructed at 6380 Via Real, parcel numbers 001-470-001 and 001-470-040, and authorize recordation of the Dedication of Sewers and Appurtenances with the County of Santa Barbara; Director Graf seconded the motion and the motion was approved by a 5-0 vote.

Cash Contract No. 410 – Sancon Engineering - Collection System Rehabilitation Project – General Manager said on November 5, 2013 the Board authorized a Notice of Award to Sancon Engineering. Notice was delivered to Sancon along with two copies of Cash Contract No. 410 and Addendum to Cash Contract No. 410 acknowledging incorporation of

one section of the Contract Documents that was inadvertently omitted from the specification book. Signed copies of the agreement and addendum were returned with required bonds and insurance certificates. Once Cash Contract No. 410, in the amount of $655,591.62, is approved and executed by the Board, Notice to Proceed will be issued to Sancon.

General Manager said the contract performance period is 90 working days from Notice to Proceed and that the form of agreement has been reviewed by legal counsel.

General Manager said that it was staff's recommendation that the Board approve and execute Cash Contract No. 410 between the District and Sancon Engineering, Inc., and the Addendum to Cash Contract No. 410, for the Collection System Rehabilitation Project.

Director Damron made a motion that the Board approve and execute Cash Contract No. 410 between the District and Sancon Engineering, Inc., and the Addendum to Cash Contract No. 410, for the Collection System Rehabilitation Project; Director Velasco seconded the motion and the motion was approved by a 5-0 vote.

2014 CASA Winter Conference – President Moorhouse said this item was on the agenda as an informational item for any Board member who might want to attend the 2014 CASA Winter Conference to be held in Indian Wells on January 15-17, 2014. President Moorhouse said he would be attending. President Moorhouse suggested that any Board member who was interested to contact the Office Manager/Board Clerk.

Finance Committee – Director Damron said the committee met and reviewed the monthly reports.

Personnel Committee – Did not meet.

Public Relations Committee – Director Graf said the committee met on November 19th and are continuing to work on an updated outreach program, but there was nothing to report at this time.

Ad Hoc Utilities Committee – Did not meet.

CASA Legislative Committee Report – None.

LAFCO Report – President Moorhouse said that the next LAFCO meeting will be held in Santa Barbara.

SBCSDA Report – President Moorhouse said that our General Manager has been selected to receive the SBCSDA General Manager of the Year Award.

CSRMA Report – President Moorhouse said he attended the CSRMA Pooled Liability Committee meeting.

Board Member Vacation Dates – None.

Future Agenda Items – None.

Adjournment There being no further items to discuss, President Moorhouse adjourned the meeting at 6:30 p.m.

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

Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

FROM: Kim Garcia, Office Manager and Board Clerk

SUBJECT: **Annual Board Reorganization**

DATE: December 17, 2013

REQUESTED ACTION: Board action establishing officers, the meeting place, meeting time, and other housekeeping functions required/authorized by law.

BACKGROUND: Each year, in December as required by law, the Board conducts annual organizational duties whereby the District sets, resets, confirms, and generally clarifies District positions, meeting place, and meeting time.

The methods with which to nominate and elect positions are at the Board's discretion. I have provided a blank slate for all positions for the Board's consideration.

The Board may choose to:

1. Deliberate, set positions, and pass all items with one motion;
2. Deliberate, set each position and make each determination with a separate motion; or
3. Deliberate and cluster approvals.

BOARD AND COMMITTEE DETERMINATIONS:

- The Board establishes _____ as *President*.

  Motion:_____ Second: _____
- The Board establishes _____ as *President Pro-Tem*.

  Motion:_____ Second: _____
- The Board establishes _____ as *Secretary.*

  Motion:_____ Second: _____
- The Board establishes _____ as *Secretary Pro-Tem*.

  Motion:_____ Second: _____

  < *The Board affirms the rotation of subsequent* <u>*Secretary Pro-Tems*</u> *of the remaining Board members in alphabetical order in the event that the Secretary and Secretary Pro-Tem are not available.*
- The Board establishes _____ as *Treasurer*.

  Motion:_____ Second: _____

The Board establishes existing Standing Committee Chairpersons and membership as follows:

1. Finance Committee:

   Chairperson: _____ Member: _____

2. Personnel Committee:

   Chairperson: _____ Member: _____

3. Public Relations Committee:

   Chairperson: _____ Member: _____

The Board establishes a new standing committee called the Local Utilities Committee with a committee chairperson and membership as follows:

1. Local Utilities Committee:

   Chairperson: _____ Member: _____

JOINT POWERS AUTHORITY ASSIGNMENTS: The Board establishes participation in joint powers authorities on behalf of the District as follows:

1. Coastal Districts Financing Authority*:

   Member: _____ Member: _____

2. California Sanitation Risk Management Authority:

   Committee Member: Jeff Moorhouse

* *Pursuant to Resolution No. R-256, adopted by the Board of Directors on September 18, 2012, the Board President and President Pro-Tem shall be designated to serve as CDFA Board Members.*

HOUSEKEEPING DETERMINATIONS:

- The Board reaffirms Musick, Peeler & Garrett, LLP as Legal Counsel.
- The Board reaffirms Craig Murray, P.E. as General Manager.
- The Board reaffirms 5300 Sixth Street as the place of regular meetings of the Board.
- The Board affirms the first and third Tuesday of each month as the days of the regular meetings of the Board, unless the first and third Tuesday falls on a national holiday.
- The Board affirms 5:30 p.m. as the time of the regular meetings of the Board.
- The Board reaffirms that Section 54956 and 54956.5 of the Government Code are designated as the manner by which special and emergency meetings respectively shall be called.
- The Board reaffirms compensation to Directors as established by Board Resolution for attendance at regular, special or adjourned meetings of the Board of Directors, for committee meetings, seminars, conferences and other meetings as established by Board Resolution.

* *Note*: ***Should the Board change President or Secretary*** *during this evening's actions, the Board must order the Secretary to file a Statement of Facts with the Secretary of State and the County as required by Law.*

RECOMMENDATION: None. Board decision.

SUGGESTED MOTION: I move that the Board approve and adopt the organizational provisions as (presented) (modified) in this staff report, and, ***if officers are changed****, orders the Secretary to file a Statement of Facts with the Secretary of State and the County Clerk Recorder's Office*.

M_____ S_____

Ayes:_____ Nays:_____ Abstentions:_____

Prepared By: _____
Kim Garcia, Board Clerk

Reviewed By: _____
Craig Murray, P.E., General Manager

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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: December 17, 2013

Rincon Point Septic to Sewer Project Update. Tierra Contracting completed installation of the subsurface infrastructure at the pump station site in the Beach Park. This work went quite well. Damage to an improperly marked, and very deep, duct bank (AT&T) and fiber optic conduit (Verizon) was the only notable problem. The fiber optic cable was not in service and a tentative plan to realign the conduit later in the construction phase, with Verizon subsequently reinstating the fiber, was agreed upon. The District filed a preliminary claim with Utiliquest, the company that marked the conduit on Verizon's behalf. Work on the US 101 bridge over the UPRR railroad tracks has also neared completion. Perhaps the most challenging aspect of Tierra's portion of the project, the 8-inch diameter welded steel casing was installed following attachment of the pipe hanger assemblies under the deck of the bridge. The ductile iron carrier pipe was successfully installed within the casing pipe. Directional drilling the 4-inch force main is scheduled to begin on December 12th. We have thus far experienced good cooperation from all of the involved parties on this project.

SCAP Board of Directors Meeting. I attended the SCAP Board of Directors meeting on December 3rd in Laguna Niguel. The focus was on implementation of action items developed in the strategic planning session in November. This meeting was followed by the annual holiday luncheon.

SBSDA Meeting Report. Director Moorhouse and I attended the November SBSDA meeting on November 22nd in Buellton. Chapter awards were presented at this meeting, and I humbly report receipt of the General Manager of the Year Award for 2013. My thanks go out to the committee and the chapter for this recognition.

SSMP Update. Staff is about to wrap up a comprehensive review and update of the District's Sewer System Management Plan (SSMP). A key component of this plan, the SSO Response Plan, has already been updated and rolled out. The larger SSMP document, which is available on the District's website, provides detailed information on District infrastructure and our ongoing assessment, maintenance and renewal activities.

West Padaro Main Sewer Extension Project. The LAFCO hearing for the reorganization, scheduled for December 5th, was cancelled due to a noticing deficiency. The hearing has been rescheduled for the second week of January. I gave a site tour to Paul Hood, LAFCO's Executive Officer, on November 21st. CalProp was successful in getting a Coastal Development Permit for the project, but issuance of the final land use permit may hinge on completion of the annexation proceedings.

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

- The treatment plant is operating well and in full compliance with our NPDES discharge permit. A copy of the weekly performance report for the first week of December is attached.
- A technical representative from Huber was on site for two days during the week of December 9th to optimize performance of the rotary screw press. This no cost support was offered by the manufacturer in response to some operating issues earlier this year.
- The collection system is functioning well with no reported mainline blockages or SSOs during the period. Wet weather preparations for each of the lift stations have been completed, which include testing of all backup generators and alarm systems.
- Collections staff initiated an effort to inspect the annular space between the steel casing pipe and the carrier pipe crossing under US 101 at Santa Claus Lane.
- An all-staff training session was held on December 10th on ergonomics and safe lifting/work practices. The District's safety officer coordinated an outside contractor to provide this training.
- The 1997 Vac-Con sewer cleaning machine will be sold at public auction (Ken Porter Auctions) after the first of the year. We inquired with local agencies about a local bid process, but there was limited interest. The surplus Dodge ½ ton truck was successfully sold at auction.

Weekly Report

	Eff Flow	Eff TSS	Turbidity	Eff BOD	Coliform
Date	MGD	MG/L	NTU	MG/L	No/100ml
11/18/2013					1.8
11/19/2013					
11/20/2013					1.8
11/21/2013					
11/22/2013					1.8
11/23/2013					
11/24/2013					2
11/25/2013					
11/26/2013					2
11/27/2013					
11/28/2013	1.202	2	0.75	3.14	1.8
11/29/2013	1.176		0.92		
11/30/2013	1.214		0.95		1.8
12/1/2013	1.172		1.17		
12/2/2013	1.161	5	2.33		1.8
12/3/2013	1.166	5	2.91		
12/4/2013	1.162	5	1.45		
12/5/2013		3	1.94		
Minimum	1.161	2	0.75	3.14	1.8
Maximum	1.214	5	2.91	3.14	2.0
Average	1.179	4	1.55	3.14	1.8

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: **Contract Document Acceptance and Authorization to Solicit Bids**
Aerated Sludge Holding Tank Replacement Project
Cash Contract No. 416

DATE: December 17, 2013

REQUESTED ACTION: That the Board accept the Contract Documents for the Aerated Sludge Holding Tank Replacement Project prepared by Carollo Engineers and that authorization be given to advertise and solicit bids for construction.

FUNDING SOURCE: CIP Fund / 2012 Wastewater Revenue Bond Proceeds

BACKGROUND: Following comprehensive facility planning and preliminary design phases, the District engaged Carollo Engineers (Carollo) to complete final engineering design for replacement of two existing digester structures and other ancillary facilities within the treatment facility. For bidding purposes, this project has been named the Aerated Sludge Holding Tank Replacement Project.

The project involves demolition of two circular concrete digesters within the treatment facility, both constructed over 50 years ago, which have reached the end of their useful service life. These will be replaced with two contiguous rectangular aerated sludge holding tanks (ASHTs) in the same general area of the plant. Related mechanical equipment, including aeration blowers, solids feed and transfer pumps will be installed within the existing pipe gallery. Concurrently, the chemical feed building and chemical storage tanks will be relocated closer to the chlorine contact tank and out of the way of the new ASHTs. Instrumentation and telemetry throughout the facility will be upgraded with the addition of a fiber optic communications loop, and the new facilities will have control systems that integrate seamlessly into the plant SCADA system.

Design of the Aerated Sludge Holding Tank Project was completed by Carollo under Cash Contract No. 395. The design process has involved intensive collaboration with District operations and management staff. Final plans and specifications have been received from Carollo which are believed to be satisfactory for public bidding. Copies of the 100% complete Contract Documents (plans and specifications) are available for review at the District office.

The District Board of Directors approved a CEQA Notice of Exemption for this project in October this year. Land use permits from the City of Carpinteria are being processed and we expect consideration by the Planning Commission in early February 2014. It also turns out that the 2005 FEMA Firm map and the 2012 digital FIRM update did not reflect the LOMR-F that the District processed in 1993 concurrent with the plant upgrade. Staff is working with Penfield & Smith and FEMA to correct this oversight and show definitively that the project will not be within the regulatory floodway.

The District will engage a consultant to provide full-time construction management and on-site inspection during the construction phase. Staff has undertaken a competitive selection process for these supporting services and a contract will be presented to the Board for consideration in January. Additionally, an amendment to Cash Contract No. 395 with Carollo will be proposed to authorize bid period and construction period engineering support from the design firm.

Carollo has prepared a final engineering cost estimate for the project, a copy of which is attached for reference. Their opinion of probable construction cost is $5.14M. This is somewhat higher than the planning level cost estimate of $4.5M and is primarily due to early changes in the project layout which necessitated relocation of the chemical feed building and other facilities. The estimate is based on a conservative project duration and costs are likely to be lower if the schedule were condensed by the successful bidder.

In late 2012, the District issued $4.5M in revenue bonds to fund this project. Although the bulk of the design costs had already been funded through capital reserves, it was expected that the bond proceeds would cover all construction period costs. At this point, it is anticipated that a contribution of supplemental capital funds from the District's reserves will be necessary to execute the project. Real implementation costs will be analyzed and presented to the Board upon receipt of bids.

If approved and authorized for bidding, a public advertisement and bid process will be undertaken. A 639 calendar day contract period has been established which would set a target substantial completion date in December 2015. The bid date has not been finalized but is anticipated to be in late February 2014.

RECOMMENDATION: Staff recommends that the 100% complete Contract Documents for the Aerated Sludge Holding Tank Replacement Project be accepted and that authorization be given to advertise and solicit bids for construction.

SUGGESTED MOTION: I move that the Board accept the 100% complete Contract Documents for the Aerated Sludge Holding Tank Replacement Project and that authorization be given to advertise and solicit bids for construction.

M_____ S_____

Ayes:_____ Nays:_____ Abstentions:_____

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

Attachments: Final Engineering Cost Estimate

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carollo
Engineers...Working Wonders With Water®

PROJECT SUMMARY

Project:	Aerated Sludge Holding Tank Design	Estimate Class:	1
Client:	Carpinteria Sanitary District	PIC:	Bob Gillette
Location:	Carpinteria, CA	PM:	ACG
Zip Code:	93013	Date:	November 27, 2013
Carollo Job #	8545B10	By:	ZL
		Reviewed:	ACG

NO.	DESCRIPTION			TOTAL
01	General Condition			$726,445
02	Site Work			$350,171
03	Aerated SHT System			$2,071,833
04	Dewatering Feed Pumps			$364,584
05	Chemical Feed System			$397,919
06	Dewatered Solids Truck Ramp			$48,002
07	Electrical			$303,321
	TOTAL DIRECT COST			**$4,262,276**
	Contingency		0.0%	$0
		Subtotal		**$4,262,276**
	General Contractor Overhead, Profit & Risk		10.0%	$426,228
		Subtotal		**$4,688,503**
	Escalation to Mid-Point		5.5%	$257,726
		Subtotal		**$4,946,229**
	Sales Tax (Based on 50% of direct cost)		4.0%	$197,849
		Subtotal		**$5,144,078**
	Bid Market Allowance		0.0%	$0
	TOTAL ESTIMATED CONSTRUCTION COST			**$5,144,078**

REGISTERED PROFESSIONAL ENGINEER
ANDREW C. GILLETTE
C 66159
EXP. 6-30-14
CIVIL
STATE OF CALIFORNIA

The cost estimate herein is based on our perception of current conditions at the project location. This estimate reflects our professional opinion of accurate costs at this time and is subject to change as the project design matures. Carollo Engineers have no control over variances in the cost of labor, materials, equipment; nor services provided by others, contractor's means and methods of executing the work or of determining prices, competitive bidding or market conditions, practices or bidding strategies. Carollo Engineers cannot and does not warrant or guarantee that proposals, bids or actual construction costs will not vary from the costs presented as shown.

Notes:

1. ENR Construction Cost Index (CCI) at time of estimate is based on 20-Cities average CCI value.
2. Escalation to Mid-Point of Construction is based on annual inflation rate of 4% compounded to April 2014.
3. Sales tax assumes that 50% of total direct cost (including contingency) is taxable at Carpinteria sales tax rate of 8.0% , use a net tax rate of 4.0% (50% of 8.0%).

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RECAP MATRIX

Project: Aerated Sludge Holding Tank Design
Client: Carpinteria Sanitary District
Location: Carpinteria, CA
Carollo Job # 8545B10

Estimate Class: 1

Capacity:

Connected HP:

Date : November 27, 2013

By: ZL

SPEC. DIVISION/ ELEMENT DESCRIPTION	DIV. 01 GEN REQTS	DIV. 02 SITE WORK	DIV. 03 CONC	DIV. 04 MSNRY	DIV. 05 METALS	DIV. 06 WOOD & Plastics	DIV. 07 MOIST PROTN	DIV. 08 DOORS & WDOS	DIV. 09 FINISHES	DIV. 10 SPECIAL-TIES	DIV. 11 EQUIP	DIV. 12 FURN	DIV. 13 SPECIAL CONST	DIV. 14 CONVEY	DIV. 15 PLUMBG & MECH	DIV. 16 ELECT/ I & C	Div 17 INST. & CONT.	ELEMENT TOTALS	ELEMENT % of Total	TOTAL ESTIMATED CONST COSTS
01 General Condition	$726,445																	$726,445	17.04%	876,736
02 Site Work		$210,942	$23,733					$10,507					$19,848		$85,141			$350,171	8.22%	422,616
03 Aerated SHT System		$432,017	$427,393		$100,944						$300,181				$425,808	$49,500	$335,991	$2,071,833	48.61%	2,500,465
04 Dewatering Feed Pumps											$112,000				$191,966	$34,210	$26,408	$364,584	8.55%	440,011
05 Chemical Feed System		$21,591	$60,558	$23,308	$4,755	$14,400		$1,836			$52,800		$60,000		$82,022	$2,675	$73,977	$397,919	9.34%	480,243
06 Dewatered Solids Truck Ramp		$1,242	$40,405		$6,355													$48,002	1.13%	57,933
07 Electrical																$301,902	$1,418	$303,321	7.12%	366,073
Total Direct Cost	726,445	665,791	552,088	23,308	112,054	14,400	0	12,343	0	0	464,981	0	79,848	0	784,936	388,287	437,794	$4,262,276		5,144,078
Percent of Total	17.04%	15.62%	12.95%	0.55%	2.63%	0.34%	0.00%	0.29%	0.00%	0.00%	10.91%	0.00%	1.87%	0.00%	18.42%	9.11%	10.27%	100.00%		

COMMENTS / NOTES

1. Note that the above Divisional costs DO NOT include all of the applicable mark-ups for the total construction or project cost. The far right-hand columns provide the Allocated Indirect Costs for each Element and the Total Estimated Construction Costs. However, any other Program Indirect Costs are not included. Refer to the PROJECT SUMMARY for the detail regarding these values.

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DETAILED COST ESTIMATE

Project: Aerated Sludge Holding Tank Design
Client: Carpinteria Sanitary District
Location: Carpinteria, CA
Element: 01 General Condition

Date : November 27, 2013
By : ZL
Reviewed: ACG

SPEC. NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	SUBTOTAL	TOTAL
	Division 01 - General Conditions					
01000	Secretaries	6	MO	$2,743.00	$16,458	
01000	Mechanics	6	MO	$7,330.14	$43,981	
01000	Field Engineers	12	MO	$4,960.61	$59,527	
01000	Office Engineer	12	MO	$4,960.61	$59,527	
01000	Chief Engineer	6	MO	$5,714.93	$34,290	
01000	Master Mechanic	4	MO	$7,648.75	$30,595	
01000	General Superintendent	18	MO	$8,571.87	$154,294	
01000	Construction Manager	6	MO	$8,115.06	$48,690	
01000	Project Manager	6	MO	$9,257.62	$55,546	
01000	Office Trailer	24	MO	$3,000.00	$72,000	
01000	Move In/Out Of All Equip And Temp Facilities, Allow	$4,260,000	PCT	1%	$42,600	
01000	Bonds & Insurance, Allow (Min)	$4,260,000	PCT	1%	$42,600	
01000	Other Mob/Demob Allowances	$4,260,000	PCT	1%	$42,600	
01000	Dust Control	9	MO	$2,637.50	$23,737	
	Total					**$726,445**
	Grand Total					**$726,445**

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DETAILED COST ESTIMATE

Project: Aerated Sludge Holding Tank Design
Client: Carpinteria Sanitary District
Location: Carpinteria, CA
Element: 02 Site Work

Date : November 27, 2013
By : ZL
Reviewed: ACG

SPEC. NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	SUBTOTAL	TOTAL
	Division 02 - Site Construction					
02000	Demo Existing Digesters	1	EA	$60,000.00	$60,000	
02000	Demo Existing Chemical Storage	1	LS	$15,000.00	$15,000	
02000	Demo Existing Shed	1	LS	$2,000.00	$2,000	
02000	Digester dewatering, cleaning, and disposal of sludge	1	LS	$20,000.00	$20,000	
02000	Demo Existing Chemical Feed System	1	LS	$2,500.00	$2,500	
02000	Demo Existing Fuel Tank Pad	1	LS	$1,000.00	$1,000	
02000	Misc Site Work	$191,765	PCT	10%	$19,177	
02000	Groundwater Pumping	80	DAY	$200.00	$16,000	
02000	Demo Existing Digester Building	1	LS	$6,000.00	$6,000	
02000	Demo Existing Odor Scrubber Pad	1	LS	$1,500.00	$1,500	
02000	Demo Existing Fuel Tank	1.00	LS	$5,275.00	$5,275	
02300	Cat 235 Trackhoe 1.12Cy Bucket, Class B (Medium Digging), 0-20' D	144.81	CY	$4.27	$618	
02300	Native Trench Backfill/Unconfined Struct. Bf, Class B Material	126.66	CY	$16.72	$2,117	
02580	60" Precast Manhole, Xtra Depth Over 8'	2.00	VLF	$307.45	$615	
02580	60" X 8' Deep Precast Manhole, No Ring & Cover, No Earthwork	1.00	EA	$2,756.05	$2,756	
02580	Concrete Manhole Invert, Single Channel	1.00	EA	$350.64	$351	
02742	3" Ac Paving On 6" Abc	20,000.00	SF	$2.80	$56,033	
	Total					**$210,942**
	Division 03 - Concrete					
03000	Misc Concrete	21,575.69	PCT	10%	$2,158	
03300	8" Edge Forms Slabs On Grade, Add	36.00	LF	$6.66	$240	
03300	8" Flat Non-Formed S.O.G.	1.78	CY	$323.28	$575	
03300	8" Sloped S.O.G. Edge Forms (To 30%), Add	260.00	LF	$8.07	$2,098	
03300	8" Sloped Slab On Grade (To 30%)	9.63	CY	$333.35	$3,210	
03300	18" Edge Forms, Slab On Grade, Add	28.00	LF	$28.19	$789	
03300	18" Structural Flat Mat On Grade	2.27	CY	$356.87	$810	
03300	12" Edge Forms, Slab On Grade, Add	60.00	LF	$11.38	$683	
03300	12" Flat Non-Formed S.O.G.	5.40	CY	$273.20	$1,475	
03300	12" Elevated Slab To 20'	4.63	CY	$426.08	$1,973	
03300	12" Straight Wall, To 8' High	11.11	CY	$875.04	$9,722	
	Total					**$23,733**
	Division 08 - Doors and Windows					
08000	Filtrate Manhole Access Hatch	1.00	EA	$2,057.25	$2,057	
08000	Central Gallery Access Hatch	1.00	EA	$8,450.00	$8,450	
	Total					**$10,507**
	Division 13 - Special Construction					
13212	1,000 Gal. Double Wall Fuel Tank Installed Above Ground Incl. All Appurts.	1.00	EA	$19,848.00	$19,848	
	Total					**$19,848**
	Division 15 - Mechanical					
15000	Misc. Piping and Valving	77,400.87	PCT	10%	$7,740	
15000	6" glass lined DIP - yard piping	100.00	LF	$73.84	$7,384	
15116	6" 150# Flanged Cast Steel Plug Valve	6.00	EA	$2,033.60	$12,202	
15251	8" 90° 125# Cldi Fxf Ell	8.00	EA	$1,103.23	$8,826	
15251	8" Flg Cldi Pipe In Open Trench	50.00	LF	$71.69	$3,585	
15251	8" Cl 52 Cldi Mj Pipe In Open Trench	10.00	LF	$36.74	$367	
15251	6" X 6" Cldi Mj Tee Or Wye	2.00	EA	$1,535.61	$3,071	
15251	6" 90° Cldi Mj Bend	2.00	EA	$966.77	$1,934	
15252	1" Sch 80 Thrd Cs Pipe In Open Trench	50.00	LF	$14.50	$725	
15255	12" 316L Sst Fxf 90 Deg Elb, 10S	6.00	EA	$845.13	$5,071	
15255	12" 10S 316L Flanged Sst Pipe In A Bldg	50.00	LF	$499.95	$24,998	
15257	2" Type L Copper Piping In A Building	180.00	LF	$30.06	$5,412	
15257	2"Wrought Copper Straight Tee	1.00	EA	$147.96	$148	
15257	2" 90° Short Radius Wrought Copper Elbow	5.00	EA	$90.05	$450	
15265	.75" Sch 80 Pvc Pipe In A Bldg	70.00	LF	$13.49	$945	
15265	1" Sch 80 Pvc Pipe In A Bldg	70.00	LF	$14.06	$984	
15265	.75" Sch 80 Pvc Pipe In A Bldg	60.00	LF	$13.49	$810	
15265	2" Sch 80 Pvc Pipe In A Bldg	30.00	LF	$16.35	$491	
	Total					**$85,141**
	Grand Total					**$350,171**

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DETAILED COST ESTIMATE

Project: Aerated Sludge Holding Tank Design
Client: Carpinteria Sanitary District
Location: Carpinteria, CA
Element: 03 Aerated SHT System

Date : November 27, 2013
By : ZL
Reviewed: ACG

SPEC. NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	SUBTOTAL	TOTAL
	Division 02 - Site Construction					
02000	Aggregate Base Rock	917.78	CY	$80.00	$73,422	
02000	Vibroreplacement Stone Column (design/mob/material/install/testing)	170	EA	$1,025.00	$174,250	
02000	Misc Site Work	$411,444	PCT	5%	$20,572	
02260	Sheet Piling, 27#/Sf To 20' Deep, Pulled & Salvaged (Pits Only)	1800	SF	$75.00	$135,000	
02300	D6 Dozer, Class B (Medium Dig), Grade, Cut, Fill & Compact, 150' Haul	586.5185185	CY	$3.26	$1,911	
02300	Cat 235 Trackhoe 1.12Cy Bucket, Class B (Medium Digging), 0-20' D	2141.48	CY	$4.27	$9,136	
02300	20 Cy Dump Truck, 30 Miles/Round Trip	1554.961481	CY	$11.40	$17,725	
	Total					**$432,017**
	Division 03 - Concrete					
03000	Misc Concrete	$388,539	PCT	10%	$38,854	
03300	26" X 96" Straight Continuous Footing	78.52	CY	$253.36	$19,894	
03300	26" X 96" Straight Continuous Footing	116.3	CY	$253.36	$29,466	
03300	26" X 96" Straight Continuous Footing	16.27	CY	$253.36	$4,122	
03300	10" Sloped Slab On Grade (To 30%)	60.28	CY	$313.13	$18,876	
03300	12" Sloped S.O.G. Edge Forms (To 30%), Add	106	LF	$11.73	$1,243	
03300	12" Sloped S.O.G. Edge Forms (To 30%), Add	205	LF	$11.73	$2,404	
03300	18" Straight Wall >8' High	246.61	CY	$685.00	$168,928	
03300	18" Straight Wall >8' High	117.56	CY	$685.00	$80,529	
03300	18" Straight Wall >8' High	58.78	CY	$685.00	$40,264	
03300	12" Elevated Slab, 21'-26' High	28.59	CY	$487.34	$13,933	
03300	12" Elevated Slab, 21'-26' High	18.22	CY	$487.34	$8,879	
	Total					**$427,393**
	Division 05 - Metals					
05000	Misc Metal	$91,767	PCT	10%	$9,177	
05500	Aluminum Osha Handrail	624	LF	$78.18	$48,784	
05500	Aluminum Stairs, Including Railing And Supports	64	RSR	$671.60	$42,982	
	Total					**$100,944**
	Division 11 - Equipment					
11294	Sluice Gate, Stainless Steel, 36" X 36"	1	EA	$13,699.79	$13,700	
11294	Sluice Gate, Stainless Steel, 24" X 24"	2	EA	$10,115.83	$20,232	
11376	PD Blowers	2	EA	$87,500.00	$175,000	
11378	Membrane Disk Fine Bubble Diffused Aeration System	1	LS	$91,250.00	$91,250	
	Total					**$300,181**
	Division 15 - Mechanical					
15000	6" Glass Lined DIP	80	LF	$40.00	$3,200	
15000	Misc. Piping and Valving	$387,098	PCT	10%	$38,710	
15000	6" Glass Lined DIP	80	LF	$40.00	$3,200	
15000	8" Glass Lined DIP	60	LF	$93.73	$5,624	
15000	8" Glass Lined DIP	100	LF	$93.73	$9,373	
15112	Add For Motor Operator 12" Through 20"	2	EA	$4,220.00	$8,440	
15112	12" 150# Fxf Awwa Butterfly Valve, No Op	2	EA	$3,699.18	$7,398	
15112	12" 150# Fxf Awwa Butterfly Valve, No Op	2	EA	$3,699.18	$7,398	
15112	10" 150# Fxf Awwa Butterfly Valve, No Op	6	EA	$2,960.70	$17,764	
15116	6" 150# Flanged Cast Steel Plug Valve	4	EA	$2,033.60	$8,134	
15116	8" 150# Flanged Cast Steel Plug Valve	2	EA	$2,705.05	$5,410	
15251	8" X 8" Cldi Mj Tee Or Wye	1	EA	$1,796.23	$1,796	
15251	8" 90° Cldi Mj Bend	12	EA	$1,104.15	$13,250	
15251	8" 90° 125# Cldi Fxf Ell	4	EA	$1,103.23	$4,413	
15251	6" X 6" Cldi Mj Tee Or Wye	2	EA	$1,535.61	$3,071	
15251	6" 90° Cldi Mj Bend	12	EA	$966.77	$11,601	
15251	6" 90° 125# Cldi Fxf Ell	4	EA	$988.61	$3,954	
15255	12" 10S 316L Flanged Sst Pipe In A Bldg	300	LF	$499.95	$149,986	
15255	12" 316L Sst Fxf 90 Deg Elb, 10S	16	EA	$845.13	$13,522	
15255	12" 316L Sst Fxf Tee, 10S	5	EA	$1,761.53	$8,808	
15255	12" 316L Sst Fxf 45 Deg Elb, 10S	1	EA	$736.43	$736	
15255	12" 10S 316L Flanged Sst Pipe In A Bldg	90	LF	$499.95	$44,996	
15255	10" 316L Sst Fxf Tee, 10S	2	EA	$1,419.09	$2,838	

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DETAILED COST ESTIMATE

Project: Aerated Sludge Holding Tank Design
Client: Carpinteria Sanitary District
Location: Carpinteria, CA
Element: 03 Aerated SHT System

Date : November 27, 2013
By : ZL
Reviewed: ACG

SPEC. NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	SUBTOTAL	TOTAL
15255	10" 316L Sst Fxf 90 Deg Elb, 10S	8	EA	$699.74	$5,598	
15255	10" 316L Sst Fxf 45 Deg Elb, 10S	4	EA	$601.26	$2,405	
15255	10" 10S 316L Flanged Sst Pipe In A Bldg	110	LF	$382.96	$42,126	
15265	1.5" Sch 80 Pvc Pipe In A Bldg	135	LF	$15.22	$2,055	
	Total					**$425,808**
	Division 16 - Electrical					
16000	Valve Actuator (Between 6"-12" Size)	9	EA	$5,500.00	$49,500	
	Total					**$49,500**
	Division 17 - Instrumentation and Controls					
17000	Analyzer (DO, PH, TSS)	6	EA	$3,165.00	$18,990	
17000	Level Probe	2	EA	$1,055.00	$2,110	
17000	Thermal Mass Flow Transmitter	2	EA	$3,481.50	$6,963	
17000	Pressure Transducer	2	EA	$3,481.50	$6,963	
17000	4" Magnetic Flowmeter	1	EA	$3,798.00	$3,798	
17000	Pressure Gauge	4	EA	$274.30	$1,097	
17000	Pressure Switch	1	EA	$379.80	$380	
17000	Liquid Suction Detector	1	EA	$3,270.50	$3,270	
17000	6" Magnetic Flowmeter	1	EA	$7,596.00	$7,596	
17000	Pressure Transmitter	2	EA	$2,532.00	$5,064	
17000	Gallery Control Panel UCP-900	1	EA	$52,750.00	$52,750	
17000	Allen Bradley Stratix 5700	2	EA	$2,110.00	$4,220	
17000	Fiber Optic Patch Panel	2	EA	$211.00	$422	
17000	Allen Bradley Stratix 8000	1	EA	$5,275.00	$5,275	
17000	PLC Programming Software	1	EA	$13,187.50	$13,187	
17000	Shop Drawings	1	EA	$15,825.00	$15,825	
17000	Testing	1	EA	$21,100.00	$21,100	
17000	Training	1	EA	$6,330.00	$6,330	
17000	PLC Programming	1	EA	$158,249.99	$158,250	
17507	Solids Density Meter	1	EA	$2,400.00	$2,400	
	Total					**$335,991**
	Grand Total					**$2,071,833**

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DETAILED COST ESTIMATE

04 Dewatering Feed Pumps

Project: Aerated Sludge Holding Tank Design
Client: Carpinteria Sanitary District
Location: Carpinteria, CA
Element: 04 Dewatering Feed Pumps

Date : November 27, 2013
By : ZL
Reviewed: ACG

SPEC. NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	SUBTOTAL	TOTAL
	Division 11 - Equipment					
11312	Dewatering Feed Pump - Progressive Cavity	2	EA	$40,000.00	$80,000	
11312	Sludge Transfer Pump - Large Capacity Centrifugal Submersible	1	EA	$32,000.00	$32,000	
	Total					**$112,000**
	Division 15 - Mechanical					
15000	6" Glass Lined DIP	200	LF	$40.00	$8,000	
15000	6" Glass Lined DIP	100	LF	$40.00	$4,000	
15000	8" Glass Lined DIP	32.00	LF	$93.73	$2,999	
15000	4" Glass Lined DIP	600.00	LF	$62.08	$37,248	
15000	Misc. Piping and Valving	174,514.18	PCT	10%	$17,451	
15000	4" Glass Lined DIP	100.00	LF	$62.08	$6,208	
15114	4" 125# Ci Fxf Check Valve Bronze Mtd	2.00	EA	$1,257.82	$2,516	
15114	6"- 200 Psi Ci Fxf Swing Check Valve	1.00	EA	$2,316.83	$2,317	
15116	6" 150# Flanged Cast Steel Plug Valve	5.00	EA	$2,033.60	$10,168	
15116	4" 150# Flanged Cast Steel Plug Valve	4.00	EA	$1,421.74	$5,687	
15116	8" 150# Flanged Cast Steel Plug Valve	1.00	EA	$2,705.05	$2,705	
15116	4" 150# Flanged Cast Steel Plug Valve	2.00	EA	$1,421.74	$2,843	
15116	6" 150# Flanged Cast Steel Plug Valve	4.00	EA	$2,033.60	$8,134	
15251	8" Cldi Flg Straight Tee In Place	4.00	EA	$1,712.23	$6,849	
15251	8"X 6" 125# Cldi Fxf Concentric Rdcr	2.00	EA	$1,127.07	$2,254	
15251	8" 90° 125# Cldi Fxf Ell	3.00	EA	$1,103.23	$3,310	
15251	8" 125# Cast Iron Blind Flange	2.00	EA	$271.08	$542	
15251	6" Cldi Flg Straight Tee In Place	6.00	EA	$1,480.71	$8,884	
15251	6" 90° 125# Cldi Fxf Ell	10.00	EA	$988.61	$9,886	
15251	6" 45° 125# Cldi Fxf Ell	2.00	EA	$988.61	$1,977	
15251	4" Cldi Flg Straight Tee In Place	4.00	EA	$1,023.85	$4,095	
15251	4" 90° 125# Cldi Fxf Ell	16.00	EA	$690.17	$11,043	
15251	4" Cldi Flg Straight Tee In Place	4.00	EA	$1,023.85	$4,095	
15251	4" 90° 125# Cldi Fxf Base Ell	26.00	EA	$810.42	$21,071	
15251	6" Cldi Flg Straight Tee In Place	1.00	EA	$1,480.71	$1,481	
15251	6"X 4" 125# Cldi Fxf Concentric Rdcr	2.00	EA	$927.38	$1,855	
15251	6" 45° 125# Cldi Fxf Ell	1.00	EA	$988.61	$989	
15251	6" 90° 125# Cldi Fxf Ell	2.00	EA	$988.61	$1,977	
15251	4" 90° 125# Cldi Fxf Ell	2.00	EA	$690.17	$1,380	
	Total					**$191,966**
	Division 16 - Electrical					
16000	Valve Actuator (Between 6" and 12" Size)	5	EA	$5,500.00	$27,500	
16000	Misc Electrical	31,100.00	PCT	10%	$3,110	
16412	MCC Sludge Pump Feeder Breaker	1	EA	$3,600.00	$3,600	
	Total					**$34,210**
	Division 17 - Instrumentation and Controls					
17000	Feed Pump Dry-Run Switch	2	EA	$1,200.00	$2,400	
17000	Pressure Switch	2	EA	$360.00	$720	
17000	Pressure Gauge	2	EA	$260.00	$520	
17000	Annular Seal	2	EA	$960.00	$1,920	
17000	Area Velocity Flow Module	1	EA	$6,500.00	$6,500	
17000	4" Magnetic Flowmeter	1	EA	$5,486.00	$5,486	
17000	Liquid Suction Detector	2	EA	$3,270.50	$6,541	
17000	Allen Bradley Stratix 5700	1	EA	$2,110.00	$2,110	
17000	Fiber Optic Patch Panel	1	EA	$211.00	$211	
	Total					**$26,408**
	Grand Total					**$364,584**

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DETAILED COST ESTIMATE

Project: Aerated Sludge Holding Tank Design
Client: Carpinteria Sanitary District
Location: Carpinteria, CA
Element: 05 Chemical Feed System

Date : November 27, 2013
By : ZL
Reviewed: ACG

SPEC. NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	SUBTOTAL	TOTAL
	Division 02 - Site Construction					
02000	Aggregate Base Rock	63.02	CY	$80.00	$5,042	
02000	Misc Site Work	19,627.86	PCT	10%	$1,963	
02300	D6 Dozer, Class B (Medium Dig), Grade, Cut, Fill & Compact, 150' Haul	423.78	CY	$3.26	$1,381	
02300	Cat 235 Trackhoe 1.12Cy Bucket, Class B (Medium Digging), 0-20' D	756.22	CY	$4.27	$3,226	
02300	Controlled Density Fill (Cdf)	65.19	CY	$94.95	$6,190	
02300	20 Cy Dump Truck, 30 Miles/Round Trip	332.44	CY	$11.40	$3,789	
	Total					**$21,591**
	Division 03 - Concrete					
03000	Misc Concrete	55,052.43	PCT	10%	$5,505	
03300	12" Sloped S.O.G. Edge Forms (To 30%), Add	176	LF	$11.73	$2,064	
03300	12" Sloped Slab On Grade (To 30%)	53.78	CY	$361.22	$19,427	
03300	12" Sloped S.O.G. Edge Forms (To 30%), Add	40	LF	$11.73	$469	
03300	12" Straight Wall, To 8' High	22.81	CY	$875.04	$19,960	
03300	48" Structural Flat Mat On Grade	37.04	CY	$267.18	$9,896	
03300	48" Edge Forms, Slab On Grade, Add	80	LF	$40.46	$3,237	
	Total					**$60,558**
	Division 04 - Masonry					
04220	Standard Concrete Block, 8"	780	SF	$17.24	$13,447	
04220	Standard Concrete Block, 8"	572	SF	$17.24	$9,861	
	Total					**$23,308**
	Division 05 - Metals					
05000	Metal Roof Beams	1	LS	$3,200.00	$3,200	
05310	Steel Deck, 1-1/2" X 20 Ga.	440	SF	$3.53	$1,555	
	Total					**$4,755**
	Division 06 - Wood and Plastics					
06000	FRP Grating	600	SF	$24.00	$14,400	
	Total					**$14,400**
	Division 08 - Doors and Windows					
08000	Fiberglass Door	3.00	EA	$611.90	$1,836	
	Total					**$1,836**
	Division 11 - Equipment					
11242	Sodium Hypo Feed Pump - Diaphragm	2	EA	$12,000.00	$24,000	
11242	Sodium Bisulfite Feed Pump - Diaphragm	2	EA	$12,000.00	$24,000	
11312	Chemical Sump Pump	2	EA	$2,400.00	$4,800	
	Total					**$52,800**
	Division 13 - Special Construction					
13000	FRP Storage Tank	2	EA	$30,000.00	$60,000	
	Total					**$60,000**
	Division 15 - Mechanical					
15000	Pump Discharge Valves and Accessories	2	LS	$12,000.00	$24,000	
15000	Solution Diffuser	2	EA	$1,000.00	$2,000	
15000	Small Diameter Piping, Gauges & Fittings	2	LS	$21,100.00	$42,200	
15000	Exhaust Fan	2	EA	$1,600.00	$3,200	
15000	Misc. Piping and Valving	74,565.00	PCT	10%	$7,456	
15430	Emergency Eye/Face Wash and Shower Equipment	2	EA	$1,582.50	$3,165	
	Total					**$82,021**
	Division 16 - Electrical					
16500	10' Round Tapered Steel Floodlight Pole	2	EA	$1,337.51	$2,675	
	Total					**$2,675**
	Division 17 - Instrumentation and Controls					
17000	Tank Level Transmitter	2	EA	$3,165.00	$6,330	
17000	5/16" Magnetic Flowmeter	1	EA	$4,431.00	$4,431	
17000	5/32" Magnetic Flowmeter	1	EA	$4,431.00	$4,431	
17000	Pressure Switch	4	EA	$379.80	$1,519	
17000	Pressure Gauge	8	EA	$274.30	$2,194	
17000	Chemical System Control Panel UCP-700	1	EA	$52,750.00	$52,750	
17000	Allen Bradley Stratix 5700	1	EA	$2,110.00	$2,110	
17000	Fiber Optic Patch Panel	1	EA	$211.00	$211	
	Total					**$73,977**
	Grand Total					**$397,919**

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DETAILED COST ESTIMATE

Project: Aerated Sludge Holding Tank Design
Client: Carpinteria Sanitary District
Location: Carpinteria, CA
Element: 06 Dewatered Solids Truck Ramp

Date : November 27, 2013
By : ZL
Reviewed: ACG

SPEC. NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	SUBTOTAL	TOTAL
	Division 02 - Site Construction					
02000	Misc Site Work	$1,129	PCT	10%	$113	
02300	Native Trench Backfill/Unconfined Struct. Bf, Class B Material	25	CY	$16.72	$418	
02300	Cat 235 Trackhoe 1.12Cy Bucket, Class B (Medium Digging), 0-20' D	166.67	CY	$4.27	$711	
	Total					**$1,242**
	Division 03 - Concrete					
03000	Misc Concrete	$36,732	PCT	10%	$3,673	
03300	12" Sloped S.O.G. Edge Forms (To 30%), Add	180	LF	$11.73	$2,111	
03300	12" Sloped Slab On Grade (To 30%)	41.67	CY	$361.22	$15,052	
03300	12" X 48" Straight Continuous Footing	5.48	CY	$358.52	$1,965	
03300	12" Straight Wall, To 8' High	7.33	CY	$875.04	$6,414	
03300	12" X 48" Straight Continuous Footing	8.44	CY	$358.52	$3,026	
03300	12" Straight Wall, To 8' High	9.33	CY	$875.04	$8,164	
	Total					**$40,405**
	Division 05 - Metals					
05500	Steel, Primed Osha Handrail	92	LF	$69.08	$6,355	
	Total					**$6,355**
	Grand Total					**$48,002**

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DETAILED COST ESTIMATE

Project: Aerated Sludge Holding Tank Design
Client: Carpinteria Sanitary District
Location: Carpinteria, CA
Element: 07 Electrical

Date : November 27, 2013
By : ZL
Reviewed: ACG

SPEC. NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	SUBTOTAL	TOTAL
	Division 16 - Electrical					
16000	208V Lighting Panel	1	EA	$2,505.62	$2,506	
16000	Lighting Transformer	1	EA	$5,617.87	$5,618	
16000	Lighting for Sludge Tanks	1	EA	$11,140.80	$11,141	
16000	Testing	1	EA	$12,660.00	$12,660	
16000	NEMA 4X 480V Distribution Panel	1	EA	$8,308.12	$8,308	
16000	Existing Panelboard Modifications	1	EA	$1,899.00	$1,899	
16000	NEMA 4X Disconnect Switch	2	EA	$3,437.19	$6,874	
16000	NEMA 4X 10-15 HP VFD	3	EA	$5,881.62	$17,645	
16000	12-Conduit Duct Bank	100	LF	$71.91	$7,191	
16000	3-Conduit Duct Bank	40	LF	$18.00	$720	
16000	Conduit Supports	1	EA	$9,097.26	$9,097	
16000	Wire Terminations	1	EA	$4,604.02	$4,604	
16000	Boxes	1	EA	$13,609.50	$13,609	
16000	Wall Penetration	12	EA	$506.40	$6,077	
16000	Submittals	1	EA	$15,825.00	$15,825	
16060	Grounding	1	EA	$5,760.30	$5,760	
16123	250 Mcm Stranded 600V Xhhw Cu Wire, 3 Or More Wires Pulled In Conduit	1110	LF	$6.32	$7,012	
16123	3/0 Ga Stranded 600V Xhhw Cu Wire, 3 Or More Wires Pulled In Conduit	2205	LF	$4.40	$9,692	
16123	2 Ga Stranded 600V Xhhw Cu Wire, 3 Or More Wires Pulled In Conduit	1032	LF	$2.15	$2,217	
16123	3 Ga Stranded 600V Xhhw Cu Wire, 3 Or More Wires Pulled In Conduit	75	LF	$1.75	$131	
16123	6 Ga Stranded 600V Xhhw Cu Wire, 3 Or More Wires Pulled In Conduit	85	LF	$1.04	$88	
16123	8 Ga Stranded 600V Xhhw Cu Wire, 3 Or More Wires Pulled In Conduit	1113	LF	$.75	$832	
16123	10 Ga Stranded 600V Xhhw Cu Wire, 3 Or More Wires Pulled In Conduit	6090	LF	$.59	$3,588	
16123	12 Ga Stranded 600V Xhhw Cu Wire, 3 Or More Wires Pulled In Conduit	5451	LF	$.46	$2,507	
16123	14 Ga Stranded 600V Xhhw Cu Wire, 3 Or More Wires Pulled In Conduit	28104	LF	$.42	$11,709	
16123	2 Shielded Pairs 16 Ga Instrument Cable & Multi-Conductor Cable, In Cable Tray	4442	LF	$1.21	$5,384	
16123	2 Shielded Triads 16 Ga Instrument & Multi-Conductor Cable In Cable Tray	209	LF	$2.29	$479	
16130	2.5" Pvc Coated Grs Conduit, In A Bldg W/Unlimited.Height	335	LF	$23.00	$7,705	
16130	2" Pvc Coated Grs Conduit, In A Bldg W/Unlimited.Height	1785	LF	$18.26	$32,599	
16130	1.5" Pvc Coated Grs Conduit, In A Bldg W/Unlimited.Height	964	LF	$14.97	$14,433	
16130	1" Pvc Coated Grs Conduit, In A Bldg W/Unlimited.Height	560	LF	$11.36	$6,364	
16130	.75" Pvc Coated Grs Conduit, In A Bldg W/Unlimited.Height	1647	LF	$10.86	$17,880	
16130	2.5" Grs Conduit, In A Bldg With Unlimited Ht	50	LF	$21.04	$1,052	
16130	1" Grs Conduit, In A Bldg With Unlimited Ht	15	LF	$10.50	$158	
16130	.75" Grs Conduit, In A Bldg With Unlimited Ht	250	LF	$9.89	$2,473	
16130	2" Sch 40 Pvc Rigid Conduit In Open Trench	1170	LF	$1.92	$2,241	
16130	1.5" Sealtite Conduit Run To Electric Motor In Bldg	6	LF	$6.13	$37	
16130	1" Sealtite Conduit Run To Electric Motor In Bldg	9	LF	$4.82	$43	
16130	.75" Sealtite Conduit Run To Electric Motor In Bldg	275	LF	$4.56	$1,253	
16222	NEMA 12 480V Distrubution Panel	1	EA	$4,932.12	$4,932	
16305	Electrical System Study	1	EA	$33,760.00	$33,760	
16500	Lighting For Chemical Building	1	EA	$3,798.00	$3,798	

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DETAILED COST ESTIMATE

Project: Aerated Sludge Holding Tank Design
Client: Carpinteria Sanitary District
Location: Carpinteria, CA
Element: 07 Electrical

Date : November 27, 2013
By : ZL
Reviewed: ACG

SPEC. NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	SUBTOTAL	TOTAL
	Total					**$301,902**
	Division 17 - Instrumentation and Controls					
17000	Fiber Optic Cabling	805	LF	$1.76	$1,418	
	Total					**$1,418**
	Grand Total					**$303,321**

Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

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

SUBJECT: Lift Station No. 3 Control Panel Replacement Authorization
Aerobic Digester Replacement Project

DATE: December 17, 2013

REQUESTED ACTION: Purchase authorization for control panel replacement for Lift Station No. 3 based on quotation from FloSystems, Inc. of Burbank, CA.

FUNDING SOURCE: CIP Project P-138: Aerobic Digester Replacement Project

BACKGROUND: Lift Station No. 3 is located within the District's wastewater treatment facility and conveys wastewater entering the plant from the southeast portion of our service area. The existing control panel is affixed to the south side of the chemical feed building and the variable frequency drives (VFDs) are within the building. Although still functional, the control panel and VFDs are over 20 years old. The pump controller and other system components are no longer in production or supported by their manufacturers.

The upcoming Aerobic Digester Replacement Project will involve demolition and relocation of the existing chemical feed building. During the design review phase, it was determined that it would be easier and cheaper for the District to procure and install a new control panel for Lift Station No. 3, away from the existing building, than it would be to prepare detailed plans and specifications directing the contractor to relocate and reconfigure the existing equipment. Relocation would require a new cabinet, and complex reconfiguration of the electrical interconnections and wiring. A replacement panel could be procured and installed by District staff, ahead of the larger construction project, making the design far simpler for prospective contractors.

The attached proposal from FloSystem, Inc. provides a firm quotation for the replacement panel, manufactured by Instrument Control Systems (ICS). This panel would match the existing control panels at the District's remote lift stations and would tie into the existing SCADA monitoring system. Pricing is in line with previous procurements, most recently the one for Lift Station No. 6, which was successfully replaced in 2012. District staff has worked with Carollo and with FloSystems' representatives to ensure the panel will meet our needs completely.

Based on FloSystems' quote, and including applicable sales tax, the purchase cost will be $50,367.96 and would be paid for from the capital project fund for the Aerobic Digester Replacement Project. I confirmed that the pricing will be held through the end of 2013.

RECOMMENDATION: Board authorization of the purchase of an ICS control panel replacement for Lift Station No. 3 from FloSystems, Inc. of Burbank, CA in an amount of $50,367.96.

SUGGESTED MOTION: I move that the Board authorize the purchase of a replacement control panel for Lift Station No. 3 as proposed.

M_____ S_____

Ayes:_____ Nays:_____ Abstentions:_____

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

Attachments: FloSystems, Inc. Quote – November 3, 2013

P:\Board\Staff Reports\2013\12-17-13\LS3 Control Panel.docx

FLO-SYSTEMS, INC.

3010 Floyd Street, Burbank, CA 91504 (818) 562-5282 FAX (818)842-3217

November 3, 2013

Proposal #131029r1 rev3
Page 1 of 6

Mark Bennett
Carpinteria Sanitary District
5300 Sixth Street
Carpinteria, CA 93013
805-684-7214 fax 805-684-7214

Reference: Lift Station #3 Control Panel replacement

Mark:

Please see the attached three pages with the pricing and bill of materials for the new panel and call me with any questions. I appreciate your patience. I had to wait for a response from Troy.

Net Price $46,637.00

NOT INCLUDED:

1. Sales Tax - Provide a resale card if non-taxable.
2. Service entrance equipment, consisting of the meter box and main.
3. Controls, other than what is specifically mentioned in this proposal.
4. Any accessories or services not specifically mentioned in our proposal.

INCLUDED:

1. Freight to the jobsite. (FOB factory - freight allowed to the first destination).
2. **Start-Up Service, Training & Field Tests** - We provide the services of one Flo-Systems' technician for a maximum of _1__day(s). Water, materials, special instruments, etc., by others. Field tests are limited to our providing guidance and presence while the field tests are performed by others. Training is limited to guidance in utilizing the manufacturers operations and maintenance manuals. Additional service is available for an additional cost.
3. Shop drawings and maintenance manuals.

THIS PROPOSAL EXPIRES IN 30 DAYS from the date of this proposal or bid opening date, if applicable.

This proposal reflects prices based solely upon Flo -Systems' Terms and Conditions attached. This proposal does not include the potential additional costs for bonding, accepting contractors terms and conditions, retentions, etc.

Our warranty is extended to one year after start-up service is performed on our equipment or 18 months after shipment, whichever occurs sooner.

This quotation is subject to Flo-Systems' standard Terms and Conditions, which appear on the next page. Any order or contract resulting from this quotation shall be governed by said terms. In addition: (1) buyer grants to seller a security interest in the equipment listed until contract is completed and full payment is made, (2) in the event that it becomes necessary to enforce payment terms, the prevailing party shall be entitled to reasonable attorney fees and related costs, (3) interest on past due accounts will be charged at the maximum legal rate not to exceed 1 -1/2 percent per month. Such interest will be compounded monthly beginning on the first day that any such amount is past.

Thank you for the opportunity to submit this proposal.

Very truly yours,
Flo-Systems, Inc.

Rick Jesmok

Office *818-562-5282*
Home Office and Fax *818-790-1222*
Cell *818-641-4461*

TERMS OF SALE

1. ACCEPTANCE. These terms govern the purchase and sale of the equipment and related services, if any, referred to in SELLER'S proposal or acknowledgement. Whether these terms are included in an offer or an acceptance by SELLER, such offer or acceptance is conditioned on BUYER'S assent to these terms. SELLER rejects all additional or different terms in any of BUYER 'S forms or documents unless specifically accepted by SELLER in writing. Where our Principal (manufacturer) reserves the right to accept the purchase order and invoice BUYER directly, our principals' terms and conditions shall apply.

2. PAYMENT. Terms are Net 30 days from date of shipment and invoice, subject to approval of credit. SELLER may ship on a "when ready" basis and partial invoice for the equipment that has shipped. Partial invoices are bound by the same terms as those invoices submitted upon complete shipment of equipment. Interest at one percent per month or at the legal maximum rate will be assessed for late payment.

3. RETENTIONS not previously approved in writing by SELLER are not permitted.

4. BACK CHARGES accepted only upon written approval by SELLER.

5. DELIVERY. SELLER shall not be liable for delays in delivery due to fire, flood, labor issues, war, civil disorders, delay in transportation, inability to obtain materials, accidents, acts of God or other causes beyond SELLERS reasonable control. If shipment is delayed due to BUYER or by government action, payment becomes due when the factory is ready to make shipment and storage charges, if any, become the BUYERS responsibility.

6. RESPONSIBILITY. SELLER shall not be responsible for damage to equipment if misused, improperly stored, installed or maintained. SELLER SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, COLLATERAL, LIQUIDATED OR OTHER INDIRECT DAMAGES. CONSEQUENTIAL DAMAGES FOR THE PURPOSES OF THIS AGREEMENT SHALL INCLUDE BUT NOT BE LIMITED TO, LOSS OF USE, INCOME, PROFIT, LOSS OF OR DAMAGE TO PROPERTY, ETC. These limitations apply whether the liability is based upon contract, tort, strict liability or any other theory.

7. WARRANTY. For benefit of the original user, SELLER warrants all new equipment sold to be free from defects in material and workmanship, and will replace or repair, F.O.B. at its factories or other location designated by it, any part or parts returned to it which SELLERS examination shall show to have failed under normal use and service by the original user within one year following initial shipment to the BUYER. This warranty does not cover damage by decomposition from chemical action or wear caused by abrasive materials nor does it cover damage resulting from misuse, alteration, accident or neglect, or from improper operation, maintenance, installation, modification or adjustment. Such repair or replacement shall be free for all items except for those items that are consumable and normally replaced during maintenance. THIS WARRANTY IS EXPRESSLY MADE BY SELLER AND ACCEPTED BY BUYER IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED. Warranty does not cover removal or installation of equipment.

8. TAXES. Prices are exclusive of all taxes, federal, state local of any kind or nature.

9. TRANSPORTATION. Unless otherwise set forth herein, prices are F.O.B. our factories. The consignee must report all claims for damages in transit to the carrier.

10. COMPLIANCE WITH LAWS. BUYER shall be solely responsible for securing any necessary permits and for compliance with all safety, health, sanitation and any other laws, ordinances and regulations in connection with the design, installation and operation of the equipment.

11. INDEMNIFICATION. It is understood that SELLER has relied upon data furnished by and on behalf of BUYER with respect to the safety aspects and application of the equipment and that it is BUYERS responsibility to assure that the equipment will, when installed and put in use, be in compliance with requirements fixed by law and otherwise legally adequate to safeguard against injuries or damage to persons or property. BUYER hereby agrees to defend, indemnify and hold harmless SELLER, its agents and employees against any and all losses, costs, damages, claims, liabilities or expenses, arising out of or resulting from any injury or damage to any person or property caused by the inadequacy of safety features, devices or characteristics in the equipment or in the installation, use or operation of the same, except claims for repair or replacement of defective parts are provided in Paragraph 7 hereof. Within the policy limitations of the SELLERS insurance policies, SELLER will indemnify, defend and hold BUYER harmless from any claim, cause of action or liability incurred by BUYER as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by SELLER 'S sole negligence. SELLER shall have the sole authority to direct the defense of and settle any indemnified claim. SELLER 'S indemnification is conditioned on BUYER (a) promptly notifying SELLER of any claim, and (b) providing reasonable cooperation in the defense of any claim.

12. TITLE & LIEN RIGHTS. After delivery to Buyer, Seller will have all such rights, including security interests and liens, in the equipment as lawfully may be conferred upon Seller by contract under any applicable provision of law.

13. MISCELLANEOUS. Goods may not be returned without previous written permission and are subject to a restocking charge. The SELLER may cancel agreement only upon written notice and payment of reasonable cancellation charges, including anticipated profit. Attorney's fees and court costs necessary to enforce these terms of sale will be paid to the prevailing party. No part of the Agreement may be changed or cancelled except by a written document signed by SELLER and BUYER. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable and all other terms shall remain in full force and effect. BUYER may not assign or permit any other transfer of the Agreement without SELLERS prior written consent. The Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions.

Acceptance of this proposal with the terms referred to herein may be accomplished by executing this document or by providing a BUYERS purchase order/contract.

Accepted: SELLER	Accepted: BUYER	Submitted: FLO-SYSTEMS INC
By:_____	By:	By: Rick Jesmok
Date:	Date:	Date: November 3, 2013

BILL OF MATERIALS

Lift Station No. 3
NEMA 4X 316SS Free Standing Enclosure with Legs and Skirts that will monitor the Wetwell level and provide triplex control for two 5.0 HP submersible pumps. The control panel will utilize the LC150 Controller and transducer to control the VFDs to maintain the level in the Wetwell. When on float backup, the pumps will maintain the level based on the Pump start and Pump stop floats.

1. **Control Panel, Triplex, 480 Volts, 3 Phase, 3 Wire, 5.0 HP (7.6 FLA Est.)**
   - A. UL Type 4X 316 Stainless Steel Enclosure
     - 1. Inner Door
     - 2. 12" Legs with Skirts
     - 3. 3-Point Latch
   - B. NEMA 4X Fan Kit (See Option 1 below)
   - C. Phase Monitor
   - D. UL 508 Label
   - E. UL 698A Intrinsically Safe Label

<u>480VAC POWER FEED FROM REMOTE MCC SOURCE (SEPARATE FEED PER PUMP)</u>

- F. Pump Circuit Breaker
- G. 3-Phase Surge Suppression - [1] per pump
- H. Pump Circuit Breaker Door Interlock w/Handle
- I. VFD Isolation Contactor
- J. Variable Frequency Drive (Allen-Bradley PowerFlex 400)
- K. Bypass Starter
  - 1. NEMA Reversing Starter
  - 2. Class 10 Overloads
  - 3. Overload Reset Button

<u>120VAC CONTROL POWER FROM REMOTE SOURCE</u>

- L. 120VAC Power Connection
- M. Circuit Breakers
  - 1. Control Power
  - 2. GFI
- N. GFI Receptacle
- O. 120VAC Surge Arrestor
- P. 200 Watt Heater with Thermostat
- Q. Battery Backup
  - 1. 12 Amp Hour Gel Cell Battery
- R. Overtemp/Seal Fail Relays (Flygt MiniCAS – Blue Model)
- S. Pilot Devices
  - 1. VFD/Bypass Selector Switch
  - 2. H-O-A Switches
  - 3. Fault Reset Button
  - 4. Elapsed Time Meters
- T. Pilot Lights, LED, PTT
  - 1. Run
  - 2. Over Temp
  - 3. Seal Fail
  - 4. Pump Fail
  - 5. Backup Active
  - 6. Float High Level
- U. Spread Spectrum Digital Radio Modem (MDS TransNET 900)
  - 1. ¼ Wave Antenna
  - 2. Cable Connectors

V. Siemens LC150Controller
    1. Discrete Inputs
        A) Pump Running
        B) Pump HOA in Auto
        C) Pump Over Temp/Seal Fail
        D) Backup Active (Pump Inhibit)
        E) High Level (from Float)
        F) Low Level (from Float)
        G) Power Failure
    2. Discrete Outputs
        A) Pump Call
        B) Common Alarm
    3. Analog Inputs
        A) Wet Well Level
    4. Analog Outputs
        A) VFD Speed Command
W. Triplex Float Control Logic
X. Intrinsic Safety Barriers
Y. Loop powered meter to display Flow
    1. Present Flow
    2. Total Flow (kGal)

2. Supplied and mounted by others but required
    A. Submersible Pressure Transducer
        1. 0-11.5' Range
        2. 40' Cable
        3. 3" Diaphragm
        4. Breather Bag
    B. Float Switches
        1. Mercury Free, Polypropylene
        2. 40' Cable

3. Services
    A. Engineering
    B. Drafting
    C. Documentation
    D. Warranty as specified
    E. Freight, FOB Shipping Point

OPTION 1 – Add Air Conditioner instead of Item 1.B fan kit:

The fan kit provided above is only recommended in areas where conditions are dry and the air does not have a high concentration of salt in the air. For applications where it is humid and there is high concentration of salt in the air, a sealed system is recommended (i.e. an air conditioner).

AC, 480VAC, NEMA 4X, 304SS, 2400 BTU, Total Corrosive Package, Remote Control Unit

Total Price for the above materials (Option 1), excluding sales tax is **$3,746.00 USD**
Add this price to the base price listed above

Items specifically not included in this proposal

1. Sales or use tax
2. Installation of equipment and job site labor other than as specified
3. Receiving and storage of equipment on the job site
4. Installation materials, brackets, wire, clamps, piping, junction boxes, etc., not specifically described in our material list.
5. Performance, payment or equipment bond of any kind
6. Installation of any instruments
7. Field Terminations
8. Mounting of any control panels or hardware
9. Mounting stands, brackets, channel strut or field assemblies of any kind.
10. Permits or Bonding
11. Fiber optic cable, connectors, patch panels, termination and/or testing
12. Electrical testing services
13. VFD Line / Load Reactors
14. Pump Connection Junction Box and Meltric Pin & Sleeve Receptacle/Plugs
15. Autodialer or telemetry equipment
16. Telular Modem

Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

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

SUBJECT: **Cash Contract No. 417 – Lucity, Inc.**
Asset Management Software and Professional Support Services

DATE: December 17, 2013

REQUESTED ACTION: That the Board review and approve Cash Contract No. 417 between the Carpinteria Sanitary District and Lucity, Inc. of Overland Park, Kansas for the provision of asset management software, installation and related support services

FUNDING SOURCE: FY 2013/14 Approved Capital Improvement Project

BACKGROUND: The District has utilized a computerized maintenance management system (CMMS) for the management of treatment plant and collection system assets since the mid-1990s. The CMMS generates and tracks work orders, allows for active scheduling, and provides cost accounting capabilities. Our CMMS current software application is from a company called Accela, although it is a legacy product that was originally designed and offered by Sussex, prior to their acquisition by Accela. This Microsoft Access based database program is no longer supported by Accela and we have experienced software problems with increasing frequency. Accela now offers a product that is cloud-based, but it is oriented toward full-service municipal clients and has a great deal of developed functionality – and associated cost – that is not necessary for our operations.

Strategic asset management using a CMMS application is a critical component of the Sewer System Management Plan (SSMP) for our collection system and our Operations and Maintenance program for the wastewater treatment facility. Properly executed and administered, asset management allows for optimization and increased efficiency. In considering an upgrade to or replacement of our CMMS software package, District staff undertook a comprehensive analysis of asset management database programs available in the marketplace. In addition to meeting with vendors and evaluating software demonstrations, we met with Carollo's market leader in the CMMS arena to discuss the District's needs and objectives.

The CMMS that emerged as the best fit for the District is offered by a company called Lucity, Inc. Formerly GBA Master Series, the Lucity application is geared towards water and wastewater utilities and as such has all of the desired features and integration capabilities, without modules and features that inapplicable for us. Both operations and collections staff spent a great deal of time assessing the Lucity CMMS to ensure that it was the correct solution for the near and long term. The application will integrate with our existing Esri GIS mapping platform and our WinCan CCTV software. Lucity operates simultaneously in desktop, web and mobile environments. This will greatly increase efficiency and avoid unnecessary steps and data entry inherent in our existing system.

Attached herewith is some basic brochure level information on Lucity and their software application. District and Lucity staff worked together to develop a scope of supply and services necessary to develop and launch a new CMMS platform. Licensing for Lucity is module-based and the software selection for our needs is flexible and adaptable going forward. As part of the development scope, Lucity staff will migrate our existing Accela data into the new CMMS. Customization of the database to meet our needs will follow installation and setup of the program. Training will be provided to all staff once the CMMS is rolled out.

Cash Contract No. 417, attached to this staff report, includes the proposal from Lucity. Services under this contract include providing asset management software and licensing, software installation, and support and maintenance provisions. This capital improvement was authorized in the current fiscal year, with an approved budget of $50,000.

RECOMMENDATION: Staff recommends that the Board approve and execute Cash Contract No. 417 between the District and Lucity, Inc., for asset management software and support on a time and materials basis with a not to exceed contract amount of $48,730.

SUGGESTED MOTION: I move that the Board approve Cash Contract No. 417 with Lucity, Inc, for asset management software and support on a time and materials basis with a not to exceed contract amount of $48,730.

M_____ S_____

Ayes:_____ Nays:_____ Abstentions:_____

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

Attachments: Cash Contract No. 417

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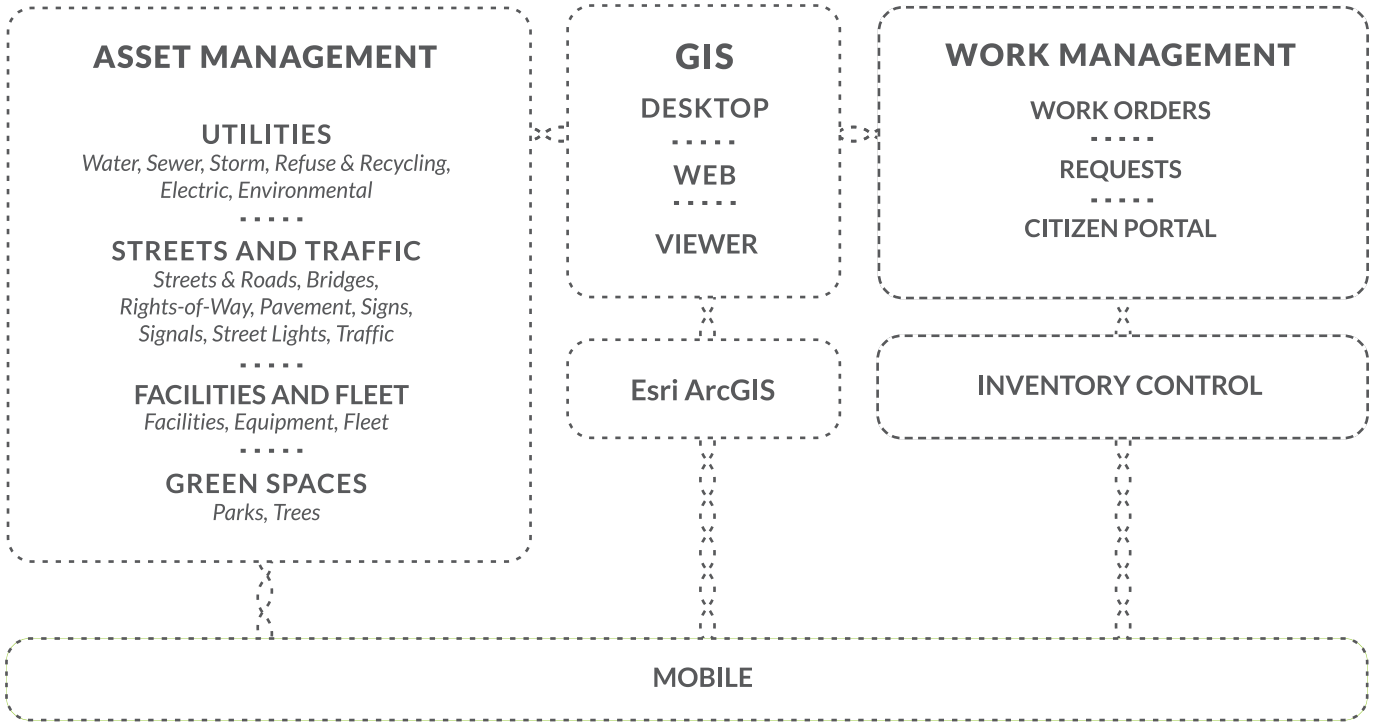
lucity™ Module Map



Lucity helps you build connections. Your *people*, your *clients*, your *data* and your *process*—all united to bring clarity to your agency. Lucity is integrated and modular solutions, backed by people who are focused on fixing your issues. It's a personalized approach, with web-based dashboards, grids, forms, map views and desktop applications configured to fit your needs exactly. *Find a solution* that improves your capacity to plan and analyze your operational efforts. *(And with flexible licensing options, you'll find an answer that fits your budget.)*

lucity™
MODULE MAP

Sewer

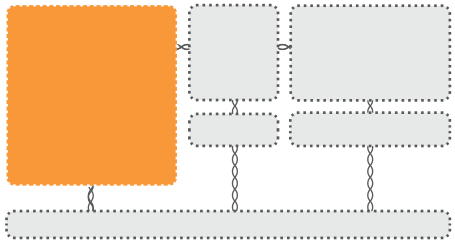
ASSET MANAGEMENT

UTILITIES
Water
Sewer
Storm
Refuse & Recycling
Electric
Environmental

STREETS AND TRAFFIC

FACILITIES AND FLEET

GREEN SPACES



CLICK TO RETURN TO MODULE MAP

INVENTORY
Pipes (*TV Inspection and Line Lamping*)
Structures
Service Laterals/Permits
Pump Stations/Pumps

INSPECTION
Smoke and Dyed Water Testing/Pump Station Inspections
Building Inspections
Flow Isolations
TV Inspections
PACP/MACP/LACP Inspections
Pipe Air Testing
Pipe Mandrel Testing
Structure Vaccuum Testing

READINGS
Pump Stations
Pumps

OVERFLOWS
Overflows
Investigators
Notifications

FLOW BASINS

CONSTRUCTION RECORDS

CCTV INTERFACE

SEWER ANALYSIS

WHY LUCITY

OUR TEAM

HISTORY

COMMUNITY

Why Lucity

Lucity is software for public works, offering solutions and support for hundreds of agencies and thousands of users nationwide. We provide clients with **clarity**, through the **connections** the software makes and the connections we develop personally. Public works agencies need **flexible** solutions that are **stable** and **powerful** yet **accessible** and **innovative**. And they need a team that's cut from the same cloth: **supportive**, **passionate** and **collaborative**. Lucity is here, offering a clear path to effective asset and maintenance management.

Since the 1980s, Lucity has built what you need. In fact, more than 80 percent of our development inspiration comes from our client family. Today, we are a robust software system that provides a broad scope of applications for asset management and maintenance. We deliver software and services, but our real job is making your life easier.

We do that by listening to what you really want, by developing creative solutions instead of fitting your problem in a box. We don't require our clients to compromise. We love nothing more than to listen, collaborate and deliver innovative results that are perfectly tailored to you. The success of your agency—along with your friendship—is our highest reward.

History

Our evolution is your evolution—the Lucity client and partner family drives our product **progression**. As practices advance and regulatory requirements change, our software shifts to accommodate today's needs and tomorrow's goals. We work constantly to **dream** up and **implement** ideas that make a measurable difference in how you do **business**. From the very beginning to now, Lucity is built on the strength of **communication**, **innovation** and true **connections**.

1986

A handful of us at engineering firm George Butler Associates begin developing software to help the firm's engineers organize and analyze data for wastewater collection, water distribution and storm water drainage systems. In the first few years, we begin to establish our client-focused structure with a software upgrade, the addition of street and pavement modules, and additional functionality like work order and customer input concepts.

1990

Our growing enterprise becomes official with the decision to develop a complete suite of asset and maintenance management software for public works agencies. Within the firm, we are born as GBA Master Series. Two years later, we mark the beginning of one of our strongest partnerships when we become an Esri® Business Partner and offer an extension to ArcView for GIS integration.

1995

Recognizing the need for better interfacing, we enhance the suite for compliance with Microsoft® SQL Server and Oracle® database platforms. Version 6 also marks the emergence of a standard look and feel, as well as new products for traffic analysis and inventory control. These changes, well received in the industry, lead to a period of continuous growth and software advancement.

2000

> GBA Master Series, Inc. (gbaMS) is officially established as an independent corporation. We announce our core leadership team and mark the debut of our annual User Conference, which has become a major asset to our focus on client connections (and a pretty hot ticket). We add products for equipment and fleet management, as ell as ArcGIS Desktop integration. In 2002, Esri® names us regional Partner of the Year.

2003

We expand our suite to include additional asset management products for roads, bridges, rights-of-way, street lights, traffic signals, facilities, parks and trees, as well as products for mobile use. Version 6.70, released in 2004, also includes an integrated work planning and budgeting application that allows for complete work cost accounting. Supplementing this, we also develop an interface for third-party financial systems.

2007

Continually working to improve our offerings, we add products for solid waste collection and electric distribution, and make our software accessible via Web, Desktop and Mobile clients. We create an Application Programming Interface to facilitate the development—by Lucity, our clients and partners—of customized interfaces with other systems. We also continue to strengthen our GIS commitment, providing ®

ArcGIS Server integration in 2010 and becoming an Esri Gold-Tier Partner.

gbaMS become Lucity, Inc. to reflect our longtime commitment to providing clarity through connections for our clients. Our leadership team—consistent since the company's origin—remains focused on developing Lucity as a company focused on people first.

2011

CASH CONTRACT #417

AGREEMENT
FOR

PROFESSIONAL SERVICES

This agreement is made and entered into, effective December 17, 2013, between,

CARPINTERIA SANITARY DISTRICT,
(Hereinafter referred to as "District")

AND

LUCITY, Inc., from Overland Park, Kansas,
(Hereinafter referred to as "Consultant")

RECITALS

WHEREAS, District desires to contract with Consultant for certain software programs and support services related to the installation of an Asset Management System for the Carpinteria Sanitary District ("the Project"); and

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

NOW THEREFORE, IT IS AGREED:

1. Scope of Services

Consultant shall perform the professional services and provide software and licensing for the Project, for the District as described in Consultant's proposal, incorporated by reference herein, and attached as the following Exhibits:

Exhibit "A" – Lucity Software License Agreement
Exhibit "B" – Schedule of Software
Exhibit "C" – Software Support and Maintenance Provisions
Exhibit "D" – Schedule of Services
Exhibit "E" – Schedule of Costs and Invoicing

All work and services by Consultant shall be performed in a diligent and professional manner.

Consultant warrants that its services shall be performed, within the limits prescribed by the District, in a manner consistent with the level of care and skill ordinarily exercised by other professionals under similar circumstances at the time its services are performed. No other warranty or representation, express or implied, is included or intended by Consultant's Scope of Services, this Agreement, or any reports or documents prepared here within.

Consultant agrees to undertake the discrete tasks outlined in its scope of work only upon consultation with and authorization from District's General Manager.

Mr. Chris Crupi shall personally perform and or supervise the performance of services on a day-to-day basis on behalf of Consultant, and shall maintain direct communication with District's General Manager in the performance of Consultant's services.

2. Term of Contract

Unless otherwise earlier terminated as specified in Section 8, this Agreement shall commence on the date set forth above and shall expire on June 30, 2014.

3. Independent Contractor Relationship

a. It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of Consultant to District being that of an independent contractor. District shall not be required to make any payroll deductions or provide Workers' Compensation Insurance coverage or health benefits to Consultant.

b. Consultant is solely responsible for selecting the means, methods and procedures for performing its services hereunder as assigned by the District and for coordinating all portions of the work so the results will be satisfactory to District. Consultant will supply all tools and instruments required to perform its services under this Agreement.

c. Consultant pursuant to this Agreement is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

4. Compliance with Laws

Consultant shall be solely responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority relating to Consultant's work.

5. Acknowledgment of Relationship

Consultant agrees that all dealings of the parties under this Agreement shall be confidential and no drafts, writings, reports, data, information or communication developed, prepared or assembled by Consultant under this Agreement, or any information made available to Consultant by District, shall be revealed, disseminated or made available by Consultant to any person or entity other than District without the prior written consent of District, unless otherwise required by subpoena or applicable law. Graphics, publications, mailing lists, images and other documents developed, prepared, completed or acquired by Consultant during the performance of its services hereunder shall be turned over to District upon termination of this Agreement.

6. Payment to Consultant

a. In consideration of Consultant's services outlined in Exhibits "B", "C", "D" and "E", the District shall pay Consultant on a time and materials reimbursement basis, based on proposed scope and services with an amount not to exceed Forty Eight Thousand Seven Hundred Thirty Dollars ($48,730) for asset management software, implementation and related services.

Invoices shall be submitted to the District on a monthly basis for hourly services, as ordered by the District. The invoices shall include the categories of Consultant's employees who perform services, the number of hours spent in performing services, a description of the services, the hourly rate for each employee and the total compensation earned for that month. Upon District's request, Consultant shall include with the invoice a detailed verification, including accounting records, of the work actually performed and costs incurred to date of any amounts charged. District shall pay Consultant within thirty (30) days after receipt of Consultant's invoices, with the exception of any disputed amounts which shall be withheld until resolution of the dispute.

b. No payment made under this Agreement shall be conclusive evidence of Consultant's performance of the Agreement, either wholly or in part, and no payment shall be construed to be an acceptance of Consultant's work.

7. Assistance by District

District agrees to provide to Consultant available information of relevance to Consultant's work, including all reports, data and documents pertaining to the Project. District pledges to work cooperatively with Consultant and render all reasonable assistance toward completion of Consultant's work. Consultant is entitled to rely on the accuracy and completeness of materials furnished by or through District or its engineer without independent verification by Consultant.

8. Termination of Contract

Consultant specifically acknowledges and agrees that District may at any time during the term of this Agreement terminate Consultant's services with or without cause, and without penalty, upon thirty (30) days' written notice, regardless of whether Consultant's service are completed. Any termination or any special instructions hereunder from District shall be made in writing. In the event this Agreement is terminated, data, documents and information generated by Consultant shall be delivered to District and may be used by District. Consultant may retain copies. District acknowledges that the use of any incomplete documents under these circumstances shall be at its sole risk. Should such termination occur, Consultant shall immediately stop work, but shall have the right to expend additional time to assemble work in progress in order to properly close any particular portion(s) of its services. Any such additional time spent by Consultant and compensation attributable thereto shall not exceed ten percent (10%) of the total time expended by Consultant prior to the date of the notice of termination on that particular portion(s) of Consultant's services.

9. No Assignment

This Agreement is a personal services contract and work hereunder shall not be delegated or assigned by Consultant to any person or entity without the advance written consent of District.

10. Examination of Records

Consultant agrees that District shall have access to and the right to examine at any reasonable time and on reasonable notice Consultant's documents, papers and records, including accounting records, relating to or involving this Agreement.

11. Notice

All notices or other official correspondence relating to contractual matters between the parties shall be made by depositing the same as first-class, postage paid mail addressed as follows:

To Consultant: **LUCITY, Inc.**
Attn: Chris Crupi
10561 Barkley, Suite 100
Overland, KS 66212

To District: **CARPINTERIA SANITARY DISTRICT**
Attn: Craig Murray, P.E., General Manager
5300 Sixth Street
Carpinteria, CA 93013

or such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be agreed to have been received three (3) days after mailing.

12. No Waiver

No failure or delay by District in asserting any of District's rights and remedies as to any default of Consultant shall operate as a waiver of the default, of any subsequent or other default by Consultant, or of any of District's rights or remedies. No such delay shall deprive District of its right to institute and maintain any actions or proceeding which may be necessary to protect, assert or enforce any rights or remedies arising out of this Agreement or the performance of this Agreement.

13. Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

14. Terms

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

15. Incorporation of Recitals

The foregoing recitals are incorporated herein as though fully set forth.

16. California Law

This Agreement shall be interpreted and construed pursuant to the laws of the State of California. Any dispute between the parties shall be filed and heard in a court of competent jurisdiction in the County of Santa Barbara.

17. Additional Provisions

Consultant agrees that no regular employee of District shall be employed by its firm during the period that this Agreement is in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CARPINTERIA SANITARY DISTRICT

By: _____
Jeff Moorhouse
President, Board of Directors

"District"

LUCITY, Inc.

By: _____

Print Name _____

Title _____

"Consultant"

APPROVED AS TO FORM:

MUSICK PEELER & GARRETT, LLP

By: _____
Anthony H. Trembley
Legal Counsel for District

IMPORTANT – READ CAREFULLY BEFORE INSTALLATION

This software is subject to acceptance of the Lucity Software License Agreement. Lucity, Inc. (Lucity) is willing to license this software to you only upon the condition that you accept all of the terms and conditions contained in the Lucity Software License Agreement and any stated Special Provisions. If you do not agree with the terms and conditions as stated, please return the unopened media package, the disks, and all accompanying printed materials to Lucity for a full refund of the license fees.

THIS AGREEMENT ("***Agreement***") is between Lucity, Inc., a Kansas corporation with its principal place of business at 10561 Barkley, Suite 500, Overland Park, KS 66212 ("***Lucity***"), and ***Licensee*** with its software programs accessing databases residing at ***Licensed Site***.

RECITALS

WHEREAS, Lucity owns certain software programs that are licensed under individual program titles which are known collectively as "**Lucity software**";

WHEREAS, Licensee would like to use, and Lucity would like to grant Licensee the right to use, those software programs, while protecting the copyrights, trade secrets, confidential information, and other valuable intellectual property they contain.

NOW, THEREFORE, Lucity and Licensee agree as follows:

1. DEFINITIONS.

"***Program(s)***" means the object code versions of the computer software programs, databases, and related documentation.

"***Seats***" means the number of concurrent users (i.e., the number of persons using a Program at one time) permitted to use a Program.

"***Clients***" means the number of individual database setups that can be accessed by a Program.

"***Licensed Site***" means the location at which the Licensee will be permitted to store the databases used by the Program(s).

2. LICENSE GRANT.

(a) License. Subject to the terms and conditions of this Agreement, Lucity grants Licensee a fee-bearing nonexclusive license to use the object code versions of the Program(s) for its internal purposes during the term of this Agreement; provided, however, that (i) the number of concurrent users of each Program, including all users authorized to use any Program(s) pursuant to Section 2(b) below, shall not exceed the number of Seats for each such Program, (ii) the number of individual database setups that can be accessed by each Program shall not exceed the number of Clients for each such Program, and (iii) the location at which the databases accessed by the Program(s) reside shall be the Licensed Site designated herein.

(b) Sublicense. For information on granting sublicense rights, please contact Lucity.

(c) Limited Transfer. For information on transferring the location of the Licensed Site, please contact Lucity.

(d) Copying. Licensee may make only as many copies of each Program as are necessary for Licensee to utilize the total Seats for each such Program.

(e) Future Licenses. Lucity and Licensee may, by mutual agreement, include future licenses of the Program(s) under this Agreement by exchanging documents (i.e., a purchase order from Licensee and acknowledgment from Lucity) referencing this Agreement and the Program(s) to be licensed. Such future Program(s) shall be included as Program(s) under this Agreement. The parties agree that such purchase orders and acknowledgments shall have no effect on the terms and conditions of this Agreement, under which such Program(s) are licensed.

(f) Limited Grant. Except as expressly provided in this Section 2, Lucity grants and Licensee receives no right, title or interest in or to the Programs or any other deliverables provided by Lucity in connection with this Agreement and Lucity reserves and retains all such right, title, and interest.

(g) Disaster Recovery and Testing. The Licensee is permitted to install the Programs at its internal disaster recovery site and to store copies of the databases used by the Programs for the purposes of testing its disaster recovery plan. The Licensee is also permitted to install the Programs in a testing environment at its Licensed Site and to store copies of the databases used by the Programs for the purposes of testing future releases and training users.

3. LICENSE RESTRICTIONS.

(a) No Reverse Engineering. Licensee agrees not to disassemble, decompile, reverse analyze, or reverse engineer the Program(s).

(b) No Modification. Licensee agrees not to modify the Program(s) without the written consent of Lucity.

(c) No Copying. Licensee agrees not to copy the Program(s), in whole or in part, except for a reasonable number of back-up copies and copies for disaster recovery and testing purposes, and as may be necessary to utilize the total Seats for a given Program.

(d) No Third Party Use. Licensee will not use the Program(s) in any manner to provide computer services to third parties, except as may be necessary to implement a sublicense.

(e) Training. Licensee will not use the Program(s) until its personnel have received sufficient training in the use of the Program(s) to generate accurate data from the operation of the Program(s).

4. PROPRIETARY RIGHTS.

(a) Lucity's Property. The Program(s), in whole and in part and all copies thereof, are and will remain the sole and exclusive property of Lucity.

(b) Licensee's Property. Any and all information provided by Licensee, as well as any and all information generated by Licensee's use of the Programs (specifically excluding Program code), shall remain the sole and exclusive property of Licensee.

(c) Proprietary Notices. Licensee will not delete or alter any copyright, trademark, and other proprietary rights notices of Lucity and its licensors appearing on the Program(s). Licensee agrees to reproduce such notices on all copies it makes of the Program(s).

5. DELIVERY.

Lucity will deliver the Program(s) to Licensee, or Licensee's designated representative, within a reasonable time of execution of this Agreement by both parties.

6. FEES AND TAXES.

(a) License Fee. As consideration for the rights granted to Licensee under the Agreement set forth in Section 2 of this Agreement, Licensee shall remit payment to Lucity, or Lucity's designated representative, the License Fee within thirty (30) days of the Shipping Date. Late payments will be subject to a late fee of one and one-half percent (1-1/2%) per month or the maximum rate permitted by applicable law, whichever is less. Lucity may publish revised fee schedules from time to time, and any fees for future licenses for the Program(s) included under this Agreement shall be determined by Lucity's then-current fee schedule.

(b) Taxes. Fees due under this Agreement do not include any taxes. Licensee will be responsible for, and will promptly pay, all taxes of whatever nature (including but not limited to sales and use taxes) resulting from or otherwise associated with this Agreement or Licensee's receipt or use of the Program(s), except income taxes based on Lucity's income. In lieu of payment of such taxes, Licensee shall provide Lucity, or Lucity's designated representative, with proof of Licensee's tax exempt status.

7. WARRANTIES.

(a) Warranty. Lucity warrants that during the ninety (90) days following the shipping date:

(i) the Program(s) will be capable of performing in the manner described in all the documentation in all material respects; and

(ii) the storage media containing the Program(s) will be free from defects in materials and workmanship.

(b) Exclusive Remedy. In the event that the Program(s) or storage media fail to conform to such warranty, as Licensee's sole and exclusive remedy for such failure Lucity will, at its option and without charge to Licensee, repair or replace the Program(s) or storage media or refund to Licensee the License Fee paid, provided that the nonconforming item is returned to Lucity within the 90-day warranty period.

(c) Disclaimer. The Warranties provided in this Section are in lieu of all other warranties, express and implied, including but not limited to any implied warranties of Merchantability, and Fitness for a Particular Purpose.

(d) Year 2000 Compliance. "Year 2000 Compliant" means that the Program(s), when used in accordance with its associated documentation, will (a) initiate and operate, (b) correctly store, represent, and process dates, and (c) not cause or result in abnormal termination or ending, when processing data containing dates in the year 2000 and in any preceding and following years, provided that all third party applications that exchange date data with the program do so properly and accurately in a form and format compatible with the program. The Program(s) provided by Lucity under this agreement process dates only to the extent that the Program(s) use date data provided by the host or target operating system for date representations used in internal processes, such as file modifications. Any Year 2000 Compliance issues resulting from the operation of the Program(s) are therefore necessarily subject to the Year 2000 Compliance of the relevant host or target operating system. The preceding does not apply, however, and Lucity does not assume any liability for, the performance of any applications that authorized licensees may create through use of the Program(s), nor for any Year 2000 Compliance issues that may arise from the use of the Program(s) with any third party products, including hardware, software or firmware. Except as expressly provided in this Section, Lucity makes no Year 2000 related representations

or warranties for the Program(s), and any such warranties, including any implied warranties, are hereby disclaimed.

8. INDEMNITY.

(a) Duty to Indemnify and Defend.

(i) Lucity will defend or settle at Lucity's own expense, any action or other proceeding brought against Licensee to the extent that it is based on a claim that the use of the Program(s) as licensed in this Agreement infringes any U.S. copyright or that the Program(s) incorporates any misappropriated trade secrets.

(ii) Lucity will pay any and all costs, damages, and expenses (including but not limited to reasonable attorneys' fees) Licensee becomes obligated to pay in any such action or proceeding attributable to any such claim.

(iii) Lucity will have no obligation under this Section as to any action, proceeding, or claim unless: (A) Lucity is notified of it promptly; (B) Lucity has sole control of its defense and settlement; and (C) Licensee provides Lucity with reasonable assistance in its defense and settlement.

(b) Injunctions. If Licensee's use of any Program(s) under the terms of this Agreement is, or in Lucity's opinion is likely to be, enjoined due to the type of infringement or misappropriation specified in Section 8(a)(i), then Lucity may, at its sole option and expense, either:

(i) procure for Licensee the right to continue using such Program(s) under the terms of this Agreement;

(ii) replace or modify such Program(s) so that it is noninfringing and substantially equivalent in function to the enjoined Program(s); or

(iii) if options (i) and (ii) above cannot be accomplished despite the reasonable efforts of Lucity, then Lucity may both:

(A) terminate Licensee's rights and Lucity's obligations under this Agreement with respect to such Program(s); and

(B) refund to Licensee the unamortized portion of the License Fee paid based upon a 5 year straight-line depreciation, such depreciation to be deemed to have commenced on the effective date of this Agreement.

(c) Exclusive Remedy. The foregoing are Lucity's sole and exclusive obligations, and Licensee's sole and exclusive remedies, with respect to infringement or misappropriation of intellectual property rights. Lucity makes no separate warranty of noninfringement under or in connection with this agreement.

(d) Exceptions. Lucity will have no obligations under this Section 8 with respect to infringement or misappropriation arising from: (i) modifications to the Program(s) that were not made by Lucity (whether or not authorized by Lucity); (ii) Program(s) specifications or modifications requested by Licensee; or (iii) the use of Program(s) with products (including but not limited to software) not provided by Lucity.

9. CONFIDENTIAL INFORMATION.

(a) Definition. "***Confidential Information***" refers to: (i) the Program(s), including but not limited to their software source code, and any related documentation or technical or design information related to the Program(s); (ii) the business or technical information of Lucity, including but not limited to any information relating to Lucity's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how; (iii) any information reasonably and appropriately designated by Lucity as "confidential" or "proprietary" or which, under the circumstances taken as a whole, would reasonably be deemed to be confidential under applicable law; and (iv) the terms and conditions and existence of this Agreement.

(b) "Confidential Information" will not include information that:

(i) is in or enters the public domain without Licensee's breach of this Agreement;

(ii) Licensee receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; or

(iii) Licensee party develops independently, which it can prove with clear and convincing written evidence.

(c) Confidentiality Obligations. Licensee agrees to take all measures reasonably required in order to maintain the confidentiality of all Confidential Information in its possession or control, which will in no event be less than the measures Licensee uses to maintain the confidentiality of its own information of equal importance.

(d) Employee Confidentiality Procedures. Licensee agrees to inform its employees of their confidentiality obligations regarding the Program(s) and other Lucity Confidential Information. Licensee further agrees to ensure that contract employees (including temporary employees) of Licensee agree to confidentiality obligations similar to those of this Agreement.

10. MAINTENANCE AND SUPPORT.

Lucity and Licensee may, by mutual agreement, include the maintenance and support services described in the software's online help for the Program(s) under this Agreement by exchanging documents (i.e., a purchase order from Licensee and acknowledgment from Lucity) referencing this Agreement and the Program(s) to be included under such services. The parties agree that such purchase orders and acknowledgments shall have no effect on the terms and conditions of this Agreement, under which such Program(s) are licensed. Maintenance and support services are provided at a rate and for a term as mutually determined by Lucity and Licensee for the scope of services to be provided by Lucity for the Program(s) to be included under such services.

11. LIMITATIONS OF LIABILITY.

Lucity's total liability under this Agreement will be limited to the License Fee. Licensee agrees that, as part of the material consideration for Lucity licensing the Programs to Licensee hereunder, in no event will Lucity be liable to Licensee or any third party under this Agreement for any Special, Incidental, or Consequential Damages, whether based on breach of contract, tort (including negligence), product liability, or otherwise, and whether or not Lucity has been advised of the possibility of such damage. Input and/or edits of data by means other than the Lucity standard Program(s) interface may result in loss of data, and/or improper operation of the Program(s). The Licensee agrees that in no event will Lucity be liable to Licensee or any third party under this Agreement for costs necessary to diagnose, recover data and/or restore proper operation of the Program(s) resulting from said actions.

12. TERM AND TERMINATION.

(a) Term. This Agreement will continue in full force and effect perpetually, except as follows:

(b) Termination. Lucity will have the right to terminate this Agreement if Licensee breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days of written notice from Lucity;

(c) Effect of Termination. If this Agreement is terminated, Licensee will immediately terminate any sublicenses then in effect, retrieve from sublicensees all copies of the Program(s) in sublicensees' possession, and then return to Lucity, or Lucity's designated representative, or (at Lucity's request) destroy all copies of the Program(s) in its possession or control, and an officer of Licensee will certify to Lucity in writing that it has done so.

(d) Survival. The provisions of Sections 4 (Proprietary Rights), 6(b) (Taxes), 7(b) and (c) (Warranties Exclusive Remedy and Disclaimer), 8(c) and (d) (Infringement Exclusive Remedy and Exceptions), 9 (Confidential Information), and 11 (Limitations of Liability) will survive termination of this Agreement for any reason.

(e) Nonexclusive Remedy. The exercise by Lucity of any remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

13. GENERAL PROVISIONS.

(a) Audit Rights. Licensee agrees to allow Lucity, or Lucity's designated representative, at Lucity's sole expense, upon reasonable written notice, and during Licensee's ordinary business hours, to visit the facilities in which Licensee uses the Program(s) and review Licensee's practices with regard to the Program(s).

(b) Assignment. This Agreement will bind and inure to the benefit of each party's successors and assigns, provided that either party may not assign this Agreement, in whole or in part, without written consent of both parties.

(c) Modifications. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

(d) Conflicting Terms. Purchase orders or similar documents relating to the Program(s) issued by Licensee will have no effect on the terms of this Agreement.

(e) Notices. All notices under this Agreement will be deemed given when delivered personally or upon receipt of by U.S. certified mail, return receipt requested, to the address shown below or as may otherwise be specified by either party to the other in accordance with this Section.

(f) Severability. If any provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected.

(g) Waiver. No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights.

(h) Entire Agreement. This Agreement is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. No purchase orders, acknowledgments, invoices, or other documents exchanged in the ordinary course of business shall modify or add to the terms and conditions of this Agreement.

(i) Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the State of Kansas.

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SPECIAL PROVISIONS

The following provisions supersede the preceding standard terms and conditions.

13. GENERAL PROVISIONS.
(i) Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the State of **California.**

For the Project Lucity agrees to furnish licenses of the various Lucity software programs listed in the following table, and grant the CLIENT such licenses to use these programs for the fees as indicated, in consideration of the mutual covenants and obligations expressed in the Lucity Software License Agreement provided as Exhibit "A".

Solution	Licensing			Total Fees
	Quantity	Basis	Unit Fee	
Work Administrator	1	Seat[1]	$3,000.00	$3,000.00
Work Orders	2	Seat	$1,500.00	$3,000.00
Requests	1	Seat	$500.00	$500.00
GIS Desktop	1	Seat	$3,000.00	$3,000.00
GIS Viewer	2	Install[2]	$750.00	$1,500.00
Sewer	1	Seat	$3,000.00	$3,000.00
Equipment	2	Seat	$3,000.00	$6,000.00
Sewer CCTV	1	Install	$1,500.00	$1,500.00
			TOTAL	**$21,500.00**
Notes				
[1]The number of "Seat" licenses determines the maximum number of concurrent users.				
[2]License basis is per Client (Desktop) installation.				

Optional Solutions (Not included in proposal)	Licensing		
	Quantity	Basis	Unit Fee
GIS Web	1	Site[3]	$5,000.00
Lucity Mobile Tablet (Android)	1	Install	$1,500.00
Lucity Mobile Work (Android)	1	Install	$500.00
Notes			
[3] A "Site" license provides for an unlimited number of concurrent users			

For the various Lucity software programs listed in Exhibit “B”, Lucity agrees to furnish to the CLIENT resources and perform various professional services related to on-going software technical support and maintenance as outlined in this Exhibit “C”.

CONSTANT CONNECTION PROGRAM RESOURCES AND SERVICES
On-going software technical support and maintenance resources and services provided through the Lucity Constant Connection Program are summarized in the attached exhibit.

CONSTANT CONNECTION PROGRAM FEES
The annual fee basis for the Lucity Constant Connection Program is twenty percent (20%) of the total non-discounted software license fees for covered products based on the then-current published Lucity software license unit fees.

For the software programs listed in Exhibit “B”, “Year 1” of the Constant Connection Program is considered to be the twelve (12) months following software installation. No fees for the Constant Connection Program will be assessed for this period.

Solution	License Fee	Program Fees
Work Administrator	$3,000.00	$600.00
Work Orders	$3,000.00	$600.00
Requests	$500.00	$100.00
GIS Desktop	$3,000.00	$600.00
GIS Viewer	$1,500.00	$300.00
Sewer	$3,000.00	$600.00
Equipment	$6,000.00	$1,200.00
Sewer CCTV	$1,500.00	$300.00
TOTAL	**$21,500.00**	**$4,300.00**

CONSTANT CONNECTION PROGRAM RENEWAL
Access to Constant Connection Program resources and services in subsequent years is renewable annually by mutual agreement.

For this Project, Lucity agrees to perform various professional services related to implementation of the software programs listed in Exhibit “B”.

D.1 Tasks

D.1.1 Installation

Installation components of the Lucity solutions proposed will be downloaded by the District’s assigned System Administrator from the Lucity Client Portal Web site. Once downloaded, the Lucity Project Manager will assist remotely as needed (via WebEx) with completion of installation procedures and processes including

- Establishing multiple environments (for testing, production, backup and recovery)
- Configuring integration with the District’s Windows Active Directory security (as needed)
- Performing system-level testing (to ensure satisfactory performance) and performance tuning actions (if necessary)

Documentation provided (in Adobe Acrobat PDF format allowing reproduction by the District) with the Lucity software includes

- On-line Help Guide
- Administration Manuals, User Manuals and Training Guides
- Installation Help Guide and Security Help Guide
- Version Release Notes, Installation Quick Guides and Upgrade Checklists
- Data dictionaries with descriptions of table/field attributes and relationship diagrams

D.1.2 Configuration

Lucity will facilitate an onsite Configuration Workshop, two (2) days in duration. The areas of focus for this Configuration Workshop will be determined in conjunction with the District’s Project Manager.

Lucity will initially configure the Software using the following applications, parameters and settings available with the Lucity solutions:

- Work Flow Setup module of the Work Administrator solution, used to
    - Create a hierarchal structure of Categories by which service requests and work orders are organized, managed and tracked
    - Create lists of Problems, Causes, Tasks and Resources (Employees, Equipment, Material, Fluids, Crews and Contractors) for assignment to various Categories
    - Assign detailed information (including unit costs) to Resources
    - Create templates for Notifications (alert employees/supervisors of work assignments, past-due work, etc.) that can be automatically dispatched with service requests and work orders
    - Designate “Exclusion Days” (weekends, holidays, etc.) on which work orders will not be automatically generated for scheduled Tasks
- PM/Work Template module of the Work Administrator solution, used to create work order templates for recurring Tasks and apply schedules for PM Tasks

- Field properties settings, used to define specific parameters for selected data fields including caption names, pop-up lists, requiring input, restricting edits, setting default values and acceptable value ranges, applying calculations, etc.
- UI Administrator application, used to configure system security and personalize the various Web solutions for end-users (by group or individual) including
    - Dashboards that deliver specific desired real-time content (menus, data drills, asset hierarchies, reports, RSS feeds, URL links, etc.)
    - Specific data forms (general, detail and grid) and reports for service requests, work orders, employee timesheets and assets
    - Specific maps that deliver GIS integration functionality via the GIS Web solution
- GIS Desktop and GIS Viewer solutions, used to configure the GIS integration
- Reporting capabilities of the Software

Several iterations of the software configuration will likely be necessary to fully support the District's desired practices, processes, work flows and reporting. In addition to the Workshops, we will host several Web conferences with the District's Project Manager and key project members to exchange information and coordinate efforts.

D.1.3 Data Migration

We recommend that the District take advantage of valid and appropriate legacy data to the fullest extent possible, and complete desired data conversion and subsequent migration before end-users are trained. The system that will serve as a potential source of such legacy data is the current Sussex (owned by Accela) Access database CMMS system.

Data in this existing system will be reviewed by the District's System Administrator and Lucity's Project Manager for potential migration to the Lucity CMMS system.

The Lucity software also provides the inherent Data Import application used to map source to target fields, import data from ASCII files and ODBC-compliant databases, and populate System tables. The Lucity Project Manager will provide remote training of this Data Import to the District's System Administrator.

D.1.4 Integration

<u>Esri GIS</u>

The Lucity GIS Desktop and Lucity GIS Viewer solutions provide integration with Esri ArcGIS "out of the box". The processes associated with delivering this integration are described below.

With the Lucity GIS Desktop solution,

- The Geodatabase Configuration application (extension in ArcCatalog) will be used to configure the Lucity software to link directly to the asset feature classes managed within the District's GIS
    - This configuration allows attribute field mapping from the feature classes to the associated Lucity asset tables. The District's GIS Administrator will determine which GIS attributes to share with the Lucity software, and which to maintain solely in the GIS.

- The Force Synchronization application (extension in ArcMap) will be used to incorporate GIS data (attribute and spatial information for assets, street names, etc.) into the Lucity software
    - Synchronization of GIS and the Lucity software data is made when add/edit processes are saved (in either the GIS or the Lucity software). Upon saving a GIS edit session, the synchronization will automatically (with no user intervention required) update the Lucity software with edited data. Upon saving edits in the Lucity software, updates will be automatically "pushed" to the GIS.
- Valid and appropriate data from the GIS will be "loaded" into the Lucity software, map-related query and display functions to be supported by the Lucity software will be configured, and the integration refined as needed

With the Lucity GIS Viewer solution,

- Users will be able to utilize a map in conjunction with the Lucity application for two-way interaction between Lucity and the GIS. Functions provided include:
    - The ability to launch a map from asset, inspection, work request and work order records from within the Lucity application.
    - The ability to view and launch associated historical information about assets (i.e. work requests, work orders and inspections) from within a map view.
    - The ability to create new records associated to assets (i.e. work requests and work orders) from within a map view.

CCTV

The "CCTV Import" product will effectively provide data integration with external sewer pipeline data collection software systems (usually integrated with camera hardware) by automating importing of data (defects, ratings, and images and videos as attached document links) to the *Lucity Sewer* "Sewer TV Inspection" module. The District is currently using the WinCan product, incorporating the PACP format.

D.1.5 Training

Training will be provided for both System Administrators and End-Users.

Lucity will provide training to the System Administrator in conjunction with the joint efforts to complete other Implementation Plan tasks. The goal of this training is for the System Administrator to be reasonably self-sufficient in refining, expanding and sustaining the Software.

Lucity will provide training to the end-users through a series of Workshops and Break-out Sessions completed on-site, supplemented with additional Sessions completed via Web conferencing. The goal of this training is provide end-users the knowledge, skills and confidence to successfully complete their specific operational work flows. Training workshops and sessions will be completed over two (2) trips with a total of four (4) onsite days. Sessions are work group specific and are normally a half-day in duration each. Based on the role of each District user, each user may attend one or multiple sessions as needed.

We suggest end-users be segregated into groups that share common requirements with regard to access and use of the Lucity system. Our experience has shown that training is most effective when Workshops and Sessions are limited to groups of six (6) or less individuals.

System Administration

An outline of the system administration training we will provide follows.

- Asset Management Software installation and maintenance
    - Completing procedures as outlined in the Installation Help Guide for the initial Lucity software installation and future software upgrades
    - Reviewing the documentation provided as Installation deliverables
    - Reviewing the technical support and software maintenance services and resources available we provide through the Annual Support & Maintenance (ASM) Program
    - Discussing the District's current backup and recovery practices for its other systems, and reviewing suggested practices specific to the Software
- Security
    - Completing procedures as outlined in the Security Help Guide for defining end-user group and individual permissions for Software access and use
- Configuration
    - Using the applications, parameters and settings available with the Lucity solutions to refine the Software configuration
- Documents
    - Completing procedures for establishing links between Software records and externally managed electronic documents
- GIS
    - Using the GIS solutions for completing processes for configuring and refining the GIS integration
- Reporting
    - Adding custom reports
- Data Import/Export
    - Importing data using the Data Import application, and exporting data using the Software's reporting capabilities

End-User Production

An outline of the end-user training we will provide follows.

- General
    - *Dashboard*: Using "Home" pages with personalized real-time content
    - *Filter*: Creating queries to produce specific record sets
    - *Locate*: Quickly finding a specific record within the current "Filter"
    - *Show in Map*: Opening a GIS map and zooming to assets and locations (customer addresses, work sites, etc.)

- *Document Control*: Linking electronic documents (images, videos, as-built drawings, O&M manuals, Web site links, etc.) to records
- *Subset Manager*: Loading filtered data from one application into other applications
- *Browse*: Creating and exporting ad-hoc reports
- *Reports*: Using standard report templates

- Maintenance
  - Creating, assigning, routing and completing service requests, and work orders in response to service requests
  - Establishing work order templates for recurring activities and PM schedules for assets
  - Creating, assigning, routing and completing work orders from templates and PM schedules
  - Maintaining inventories of parts and materials used on work orders
  - Viewing linked electronic documents
  - Using GIS to locate customers and work locations
  - Producing operational, management and regulatory reports

- Assets
  - Collecting and maintaining asset attributes
  - Establishing appropriate relationships between assets
  - Assessing the condition, and tracking the operating status, of assets
  - Interpreting asset lifecycle costs
  - Viewing linked electronic documents
  - Using GIS to locate assets and display condition assessment data
  - Producing operational, management and regulatory reports

D.2 Costs

Details of the implementation services costs for the Lucity Asset Management System are provided in Table D.1.

Table D.1 – Implementation Services Costs

Task		Effort				Cost		
		On-site		Remote	Lump			
		Trips	Days	Hours	Sum	Labor[1]	Expenses[2]	Total
D.1.1	Installation			4		$400.00	$0.00	$400.00
D.1.2	Configuration	1	2	32		$6,200.00	$950.00	$7,150.00
D.1.3	Data Migration			40		$4,000.00	$0.00	$4,000.00
D.1.4	Integration				$3,000.00	$3,000.00	$0.00	$3,000.00
D.1.5	Training	2	4	16		$7,600.00	$1,900.00	$9,500.00
	Sub-Totals	**3**	**6**	**92**	**$3,000.00**	**$21,200.00**	**$2,850.00**	**$24,050.00**
							Project Management Fee[3]	**$3,180.00**
							TOTAL	**$27,230.00**
Notes								
[1]Standard labor rates are $1,500.00 per on-site day, and $100.00 per remote hour.								
[2]Expenses are billed at cost. Estimates are $450.00 per on-site trip, and $250.00 per on-site day.								
[3]A fee equal to fifteen percent (15%) of total labor costs is added to cover project management and contract administration efforts.								

The following table summarizes costs and invoicing for the software licenses and services to be provided by Lucity to the CLIENT for the Project.

Amount		Milestone/ Targeted Invoice Date
Software License Fees		
$10,750.00		Software Installation (Task D.1.1) – 50%
$10,750.00		Completion of Training (Task D.1.5) – 50%
Implementation Services Costs		
$27,230.00		Invoicing for the services costs detailed in the Schedule of Services (Table D.1) will be billed monthly as incurred.
Constant Connection Program Fees		
Year 1	$0.00	Twelve (12) months following software installation *Installation expected January 2014*
Year 2	$4,300.00	*Expected January 2015*

Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

FROM: Craig Murray – General Manager

SUBJECT: **Resolution No. R-270**
Recognizing Bob Gillette for a Decade of Outstanding and Dedicated Service to the Carpinteria Sanitary District

DATE: December 17, 2013

REQUESTED ACTION: Adopt Resolution No. R-270, Recognizing Bob Gillette for a Decade of Outstanding and Dedicated Service to the Carpinteria Sanitary District.

BACKGROUND INFORMATION: Bob Gillette, a partner in Carollo Engineers, has provided outstanding project management and engineering guidance to the Carpinteria Sanitary District over the past decade. Bob is a nationally recognized expert in the area of biosolids handling and management and we have benefitted greatly from his expertise in this area. In addition to the many valuable technical contributions he has made, Bob has supported the agency in many ways and has made recommendations that are in the community's best interest. The District staff and Board of Directors would like to thank Bob for 10 years of loyal, reliable and committed service to the Carpinteria Sanitary District.

RECOMMENDATION: Staff recommends that the Board adopt Resolution No. R-270, Recognizing Bob Gillette for a Decade of Outstanding and Dedicated Service to the Carpinteria Sanitary District.

SUGGESTED MOTION: I move that the Board adopt Resolution No. R-270.

M_____ S_____

Ayes_____ Nays_____ Abstentions_____

Prepared By: _____
Craig Murray – General Manager

Attachment: Resolution No. R-270

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RESOLUTION NO. R-270

A RESOLUTION RECOGNIZING BOB GILLETTE FOR A DECADE OF OUTSTANDING AND DEDICATED SERVICE TO THE CARPINTERIA SANITARY DISTRICT

WHEREAS, the Carpinteria Sanitary District is a public agency responsible for providing sanitary sewer service to its constituents throughout the Carpinteria Valley; and

WHEREAS, Bob Gillette, the National Biosolids Leader for Carollo Engineers, has provided project management and engineering guidance to the District over the past decade on several critical planning and design projects related to the solids handling within the wastewater treatment facility; and

WHEREAS, throughout his distinguished career Bob Gillette has contributed his time and expertise to benefit the California Association of Sanitation Agencies and the California Water Environment Association, both organizations in which the District maintains active membership; and

WHEREAS, after over 40 years in the wastewater industry, Bob Gillette will be retiring from Carollo Engineers at the end of 2013.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the District does hereby express its gratitude to Bob Gillette for outstanding and dedicated service to the District over the past decade and to our industry over the course of his career;

RESOLVED FURTHER, that the District wishes Bob Gillette the very best in his retirement and many years of fulfillment and enjoyment.

PASSED AND ADOPTED by the Board of Directors of the **CARPINTERIA SANITARY DISTRICT** on the seventeenth day of December, 2013 by the following vote to wit:

AYES:

NAYS:

ABSENT:

ABSTENTIONS:

_____
Jeff Moorhouse
President, Board of Directors

ATTEST:

_____
Lin Graf
Secretary, Board of Directors

Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

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

SUBJECT: LAFCO Commission – Special District Member Vacancy

DATE: December 17, 2013

BACKGROUND: Information is being presented to the Board from LAFCO regarding an upcoming vacancy on the LAFCO commission. Current Regular Special District Member Jeff Moorhouse's term expires on March 1, 2014. The Notice of a Meeting of the Santa Barbara County Independent Special District Selection Committee, dated November 14, 2013, is attached for review.

RECOMMENDATION: None. Board Decision.

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

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LAFCO

CARPINTERIA
NOV 18 2013
SANITARY DISTRICT

Santa Barbara Local Agency Formation Commission
105 East Anapamu Street ◆ Santa Barbara CA 93101
805/568-3391 ◆ FAX 805/568-2249

www.sblafco.org ◆ lafco@sblafco.org

November 14, 2013

TO: Presiding Officers of Independent Special Districts

Subject: Special District Appointment(s) to Santa Barbara LAFCO

NOTICE OF A MEETING OF THE SANTA BARBARA COUNTY INDEPENDENT SPECIAL DISTRICT SELECTION COMMITTEE

THIS NOTICE WILL CALL AND GIVE NOTICE that the Santa Barbara County Independent Special District Selection Committee will meet on **Monday, January 27, 2014 at 5:00 p.m.** The meeting will be held at the Santa Ynez Valley Marriot, 555 McMurray Road in Buellton, California.

Purpose: The purpose of this meeting is to (a) Select a Regular Special District Member of the Commission for a term of office from March 2, 2014 to March 1, 2018. This position is currently held by Jeff Moorhouse, a Director on the Carpinteria Sanitary District, who term expires on March 1, 2014, and (b). In the event that the District Selection Committee selects the Alternate Special District member to fill the seat of the Regular member, it will also be necessary to appoint a replacement to an unexpired term that ends on March 1, 2016.

Call for Nominations: Nominations for the Regular Special District member should be submitted to the LAFCO Executive Officer, at the above address, **no later than January 15, 2014**. Nominations may be received by mail or offered from the floor at the meeting.

Who Can Vote: The Presiding Officer each Independent Special District is authorized to vote for the Special District members on LAFCO. However, if the presiding officer is unable to attend the meeting, the legislative body of the district may appoint one if its members to attend the meeting of the selection committee in the presiding officer's place. There is one vote per district. Members representing a majority of the eligible district shall constitute a quorum, which is necessary for the selection committee to conduct its business.

Please contact the LAFCO office if you have any questions.

Sincerely,

Paul Hood

PAUL HOOD
Executive Officer

Commissioners: Roger Aceves, Chair ◆ Doreen Farr, ◆ Craig Geyer ◆ Jeff Moorhouse ◆ Bob Orach ◆ Bob Short ◆ Janet Wolf ◆ John Fox ◆ Steve Lavagnino ◆ Jim Richardson ◆ Roger Welt ◆ **Executive Officer:** Paul Hood