

AGENDA
**FOR THE REGULAR MEETING OF THE
CARPINTERIA SANITARY DISTRICT GOVERNING BOARD
TO BE HELD July 19, 2022**

The regular meeting of the Governing Board will be held commencing at 5:30 p.m. The Carpinteria Sanitary District has determined this meeting to be an Essential Public Meeting that will be conducted pursuant to the provisions of the Governor's Executive Order. Please note that Board members may participate in person at 1110 Eugenia Place, Carpinteria, CA, or via video or teleconference.

The public is encouraged to participate in one of the following ways:

1. Submitting a Written Comment. If you wish to submit a written comment, please email your comment to the Board Clerk at kimg@carpsan.com by **3:00 P.M. on the day of the meeting**. Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations.
2. Attend the in-person meeting at The Carpinteria Sanitary District Administration Office.
3. Participate via video or teleconference using the Zoom remote meeting platform. Instructions to participate electronically are provided here.

Zoom Conferencing Instructions

Join Zoom Meeting

<https://us02web.zoom.us/j/84964882303?pwd=MEVwVCTqeElyNXhVNjhKRjBBUINUdz09>

Meeting ID: 849 6488 2303

If you would like to attend via Zoom, please contact Kim Garcia, via email at kimg@carpsan.com or by phone at (805) 684-7214 x 111 for a meeting password.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. 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.

IV. APPROVAL OF MINUTES

June 21, 2022

AS [SUBMITTED] [MODIFIED]

V. 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.

VI. MATTERS BEFORE THE BOARD

A. GENERAL REPORTS:

1. General Manager's Status Report

(Pages 1-3)

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

- Quarterly Incident Report
- District Staffing Updates
- Administration Building Replacement Project Update
- Outreach and Engagement
- Lab Breakroom Improvements Project
- Operations Update

2. Continuation of Meeting Teleconferencing Pursuant to Resolution No. R-351

(Page 4)

Description: The Board to review and consider approving continuing the use of teleconferencing for public meetings pursuant to Resolution No. R-351.

Staff Recommendation: Staff recommends that the Board authorize the continuation of the emergency proclamation and allow teleconferencing of meetings pursuant to Resolution No. R-351.

3. Cash Contract No. 502 – West Yost Treatment Process Engineering Support

(Pages 5-41)

Description: The Board to review and consider approving Cash Contract No. 502 between Carpinteria Sanitary District and West Yost of Davis, California, for as-needed engineering and consulting services related to the District's wastewater treatment process.

Staff Recommendation: Staff recommends that the Board approve and execute Cash Contract No. 502 between Carpinteria Sanitary District and West Yost of Davis, California.

4. Cash Contract No. 503 – Tierra Contracting, Inc. Sewer Main Point Repairs

(Pages 42-80)

Description: The Board to review and consider approving Cash Contract No. 503 between Carpinteria Sanitary District and Tierra Contracting, Inc, for three separate point repairs within the District's sewer collection system.

Staff Recommendation: Staff recommends that the Board approve and execute Cash Contract No. 503 between Carpinteria Sanitary District and Tierra Contracting, Inc.

**5. Cash Contract No. 484 - Change Order No. 11
Administration Building Replacement Project**

(Pages 81-85)

Description: The Board to review and consider approving Change Order No. 11 to Cash Contract No. 484 with Newton Construction & Management, Inc.

Staff Recommendation: Staff recommends that the Board approve Change Order No. 11 to Cash Contract No. 484 with Newton as presented.

6. Update on Transition to District Based Elections

(Page 86)

Description: The Board to receive report and provide direction to staff and legal counsel as necessary.

Staff Recommendation: Staff recommends that the Board review and provide input to staff and counsel as necessary.

7. Carpinteria Advanced Purification Project (CAPP) Update

Description: The Board will receive an update status report on the Carpinteria Advanced Purification Project being pursued in conjunction with the Carpinteria Valley Water District. Information on current activities and future tasks or milestones will be presented.

Staff Recommendation: None. Information Only.

VII. 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
- Standing Utilities Committee

B. GENERAL ITEMS

1. SBCSDA (Santa Barbara – California Special Districts Association) Report
2. Board Member Vacation Dates
3. Future Agenda Items

VIII. 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 110 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 111, at least 48 hours prior to the start of the meeting.

Next Ordinance Available.....#19
Next Resolution Available.....R-359
Posting Date.....7/15/22

**MINUTES OF THE REGULAR MEETING OF THE
CARPINTERIA SANITARY DISTRICT GOVERNING BOARD
June 21, 2022**

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 **June 21, 2022**, at 5:30 p.m. at its District administrative office located at 1110 Eugenia Place, Carpinteria, California.

The agenda notice for this meeting, including instructions for the public to provide comments, was posted in the front window of the administrative office of the Carpinteria Sanitary District and on the District's website at least 72 hours in advance of the meeting. The Carpinteria Sanitary District has determined this meeting to be an Essential Public Meeting that will be conducted pursuant to the provisions of Assembly Bill 361 and adoption of Resolution No. R-351. Please note that Board members may participate in person at 1110 Eugenia Place, Carpinteria, CA, or via video or teleconference.

I. CALL TO ORDER

President Graf called the meeting to order at 5:30 p.m. and noted that all Directors were present.

Directors Present: Lin Graf– President
Mike Modugno – President Pro-Tem (by Zoom video-conference)
Michael Damron – Secretary
Gerald Velasco – Secretary Pro-Tem
Debbie Murphy – Treasurer

Staff Present: Craig Murray – General Manager
Kim Garcia – Board Clerk

Legal Counsel
Present: Karl H Berger – Hensley Law Group (by Zoom video-conference)

Public Present: None

II. PLEDGE OF ALLEGIANCE

President Graf led the Pledge of Allegiance.

III. BOARD APPROVAL OF AGENDA

President Graf asked if there were any modifications and/or changes to the agenda. Hearing none, the agenda was approved as submitted.

IV. BOARD APPROVAL OF MINUTES OF THE MEETING OF June 7, 2022

Director Damron made a motion, seconded by Director Murphy that the Board approve the minutes of the June 7, 2022 Regular Board meeting as presented. The motion carried by the following vote:

AYES:	5	Graf, Damron, Velasco, Modugno, Murphy
NOES:	0	None
ABSENT:	0	None
ABSTAIN:	0	None

V. PUBLIC FORUM

There was one member of the public present.

VI. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): One case – May 9, 2022 Letter Re: Violation of California Voting Rights Act

Legal Counsel led the Board into the above referenced closed session item at 5:31 p.m.

VII. RECONVENE OPEN SESSION

A. CLOSED SESSION REPORT

President Graf reconvened the open session at 5:48 p.m. and said that there was no action to report on the closed session item.

VIII. MATTERS BEFORE THE BOARD

A. GENERAL REPORTS:

1. General Manager's Status Report

General Manager reviewed his written report regarding the following items:

- Administration Building Replacement Report
- SCADA Server Project Update
- SCAP Meeting Report
- District Website Launch
- Operations Update

2. Continuation of Meeting Teleconferencing – Pursuant to Resolution No. R-351

The Board considered continuing the allowance of teleconferencing of public meeting under an emergency proclamation due to the COVID-19 pandemic.

Director Damron made a motion, seconded by Director Modugno that the Board authorize the continuation of the emergency proclamation and allow teleconferencing of meeting pursuant to Resolution No. R-351. The motion carried by the following vote:

AYES:	5	Damron, Modugno, Graf, Murphy, Velasco
NOES:	0	None
ABSENT:	0	None
ABSTAIN:	0	None

3. Resolution No. R-355 – Stating the Board of Directors’ Intent to Initiate Procedures for Establishing and Implementing District Based Elections for Board Directors

General Manager reviewed his staff report related to Resolution No. R-355. The District received a letter dated May 9, 2022 from Frank Ochoa, an attorney for Fred Castro and Frank Gonzales, asserting that the District’s at-large method of electing Directors is in violation of the California Voting Rights Act (CVRA). District legal counsel advised the Board of the potential defense costs associated with litigation of a CVRA claim, and the low likelihood of prevailing even when there is no evidence of racially polarized voting in any past District elections.

After lengthy discussion, the Board considered adoption of Resolution No. R-355 which declares the Board of Directors’ intent to transition from an at-large election system to a district based election system and initiate proceedings to effect this change.

After Board discussion, Director Damron made a motion, seconded by Director Murphy that the Board adopt Resolution No. R-355 as presented. The motion carried by the following vote:

AYES:	4	Graf, Damron, Modugno, Murphy
NOES:	1	Velasco
ABSENT:	0	None
ABSTAIN:	0	None

4. PUBLIC HEARING - Resolution No. R-357 – Sewer Service Charges on Assessor Rolls

General Manager said that notice was published twice in the *Coastal View News* about tonight’s hearing and that Resolution No. R-357, according to state law, allows the District to place sewer service charges on the tax roll. A procedure text was provided to the Board President for conducting the hearing.

President Graf opened the hearing and asked General Manager to call the roll. Answering “present” were Directors Velasco, Damron, Modugno, Murphy and President Graf. General Manager said there were five Board members present, and that met the 2/3’s quorum required by State law to adopt the resolution setting rates on the County Assessor’s Rolls.

President Graf asked General Manager to file the Notice of Hearing and Proof of Publication of the hearing with the Secretary. General Manager delivered Proof of Publishing of the Notice of Hearing to Board Secretary, Director Damron. President Graf noted for the record there were no members of the public present who wished to speak on the item and no comments had been submitted electronically prior to the deadline. General Manager said there was no majority protest and President Graf declared the hearing closed.

President Graf asked for a motion on the resolution. Director Murphy made a motion, seconded by Director Damron that the Board adopt Resolution No. R-357 ordering the filing with the County Auditor of a report of sewer service charges for FY 2022/2023 to be placed on and collected by the County Assessor’s Rolls. The motion carried by the following roll call vote:

AYES:	5	Damron, Graf, Velasco, Modugno, Murphy
NOES:	0	None
ABSENT:	0	None
ABSTAIN:	0	None

5. Resolution No. R-358 – Adoption of the FY 2022/23 Annual Budget and Setting the Annual Appropriations Limit

General Manager submitted for Board review and adoption the Fiscal Year 2022/23 Budget for the Carpinteria Sanitary District. General Manager thanked District staff and the Board Finance committee for their input. General Manager reviewed the proposed capital improvement projects for FY 2022/23 and provided the Board with an overview of the Budget document and highlighted key information.

If adopted, Resolution No. R-358 would adopt the Fiscal Year 2022/23 budget and set the annual appropriation limit at \$5,047,052.

Director Velasco made a motion, seconded by Director Modugno, that the Board adopt Resolution No. R-358 adopting the Fiscal Year 2022/23 Budget as submitted with operating and debt service expenditures totaling \$7,293,796 and setting the annual appropriations limit at \$5,047,052. The motion carried by the following roll call vote:

AYES:	5	Damron, Graf, Velasco, Modugno, Murphy
NOES:	0	None
ABSENT:	0	None
ABSTAIN:	0	None

6. Carpinteria Advanced Purification Project

General Manager provided an update related to the Carpinteria Advanced Purification Project.

No Board action was taken on this item.

IX. BOARD ITEMS

A. COMMITTEE REPORTS

Standing Finance Committee

Director Murphy reported on the meeting held June 20, 2022.

Standing Personnel Committee

None.

Standing Public Relations Committee

None.

Standing Utilities Committee

None.

B. GENERAL ITEMS

SBCSDA (Santa Barbara California Special Districts Association) Report

None.

CSRMA Report

None.

Board Member Vacation Dates

None.

Future Agenda Items

None.

X. ADJOURNMENT

There being no further items to discuss, President Graf adjourned the meeting at 6:33 p.m.

Lin Graf
President

Mike Modugno
President Pro-Tem

Michael Damron
Secretary

Gerald Velasco
Secretary Pro-Tem

Debbie Murphy
Treasurer



Carpinteria Sanitary District

Board of Directors Meeting
General Manager's Status Report

TO: Board of Directors

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

SUBJECT: General Manager's Status Report

DATE: July 19, 2022

Quarterly Incident Report. Attached is the incident summary report for the second quarter of 2022.

District Staffing Updates. A recruitment is underway for the vacant Collection System Supervisor position. The opening was widely advertised and we received applications through June 30th. Candidate interviews were held on July 14th and I am currently evaluating recommendations from the panel. We are also advertising for the newly authorized Maintenance Technician position. We've limited our initial outreach for this recruitment in the hopes of attracting qualified local candidates.

Administration Building Replacement Project Update. Irrigation and landscape installation is now complete. Modifications to the path lighting were made based on direction from the architect. Ray Twyford and Ken Radtkey were on-site on July 5th for a preliminary punch list inspection. Interior doors were rejected by the contractor and will be remanufactured. The rejected doors were installed due to the lead time on the replacement doors. Quartz countertops were installed and cabinet installation is nearing completion. SCE approval to operate the PV solar system and initiate self generation is pending final approval of the installation by the City building inspector. Staff is continuing to coordinate transition and moving plans.

Outreach and Engagement. As mentioned last month, an overhaul of the District's website was undertaken. The new site went live the first week of July. Staff is now making stepwise upgrades to site content and appearance, enjoying the greatly enhanced platform software interface. We made a firm commitment to rejoin the Santa Barbara South Coast Chamber of Commerce and will be working with chamber staff on a ribbon cutting for the new building and other promotional opportunities. We also made our annual contribution to the Green Business Program of Santa Barbara County. Participation in this program has waned for Carpinteria area businesses and I reached out to the program coordinator requesting a new push for certification locally.

Lab Breakroom Improvements Project. Newton is making progress on the Lab Breakroom Improvements Project. Demo activities in the locker room area were more involved than anticipated. Electrical and rough in plumbing were completed in the kitchen area and cabinetry is expected to be installed this week.

Operations Update

System operations updates are as follows:

- The treatment plant is operating in full compliance with our NPDES permit.
- The collection system is operating well with no reported problems or issues.
- APG Neuros performed on-site service and scheduled maintenance for our two high speed turbo blowers used for the aeration basins.
- Operations staff completed periodic maintenance on air compressors, mixers and other mechanical equipment. The wear liner in the grit classifier was changed out as well.
- VFDs that were damaged due to the generator failure have been repaired/rebuilt and are being installed.
- Mark Bennett and Jacob Broad attended the CWEA Tri-Counties Section June Workshop held at the Ojai Valley Sanitary District WWTP.
- Cannon staff completed hardware installation and SCADA programming to allow for continuous monitoring of the new main switchgear for power quality and other parameters.
- Santa Barbara County APCD requested that we self-perform an inspection of the Lift Station 8 standby generator due to COVID related staffing limitations in their office.
- Operations staff has been working with equipment vendors, planning for the belt filter press replacement project. This included sending sludge samples to one vendor for optimization testing.

**CARPINTERIA SANITARY DISTRICT
QUARTERLY SUMMARY INCIDENT REPORT
April 1 - June 30, 2022**

Date	Location	Incident/Complaint	Determination/Resolution
5/21/2022	Sandyland	E-One	Collection on-call staff were called out to an E-One pump alarm. Tank lid was covered, light on, medium grease and clogged vent found. Staff replaced pump.
5/29/2022	Ave Del Mar	E-One	Collection on-call staff were called out to an E-One pump alarm. Water level in tank was high and not pumping. Staff replaced pump and tested ok.
5/29/2022	Buena Fortuna & Rincon Pt	E-One	Collection on-call staff were called out to an E-One pump alarm. Water level in tank was high and not pumping, alarm breaker was turned off. Staff replaced pump and tested ok.
6/5/2022	Buena Fortuna & Rincon Pt	E-One	Collection on-call staff were called out to an E-One pump alarm. Alarm sounding, pump pumping water, no debris found. Staff replaced pump and tested ok.



Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

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

SUBJECT: Continuation of Meeting Teleconferencing Pursuant to Resolution No. R-351

DATE: July 19, 2022

REQUESTED ACTION: That the Board review and consider continuing the use of teleconferencing for public meetings pursuant to Resolution No. R-351.

BACKGROUND: On September 15, 2021, Governor Newsom signed AB 361 into law. This bill leaves existing Brown Act teleconferencing rules in place, but would exempt an agency from complying with teleconferencing rules during a declared state of emergency or local emergency.


The District, by adoption of Resolution No. R-351, is currently under an emergency proclamation due to the COVID-19 pandemic and under AB 361 has the option to continue to allow virtual attendance at meetings. Pursuant to Resolution No. R-351, the Board must reconsider the emergency state and allowance of public meeting teleconferencing every 30 days.

RECOMMENDATION: It is recommended that the Board consider authorizing the continuation of the emergency proclamation and allowing teleconferencing of meetings pursuant to Resolution No. R-351.

SUGGESTED MOTION: I move that the Board authorize the continuation (discontinuance) of the emergency proclamation and allow (cease) teleconferencing of meetings pursuant to Resolution No. R-351.

M_____ S_____

Ayes:_____ Nays:_____ Abstentions:_____

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



Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

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

SUBJECT: **Cash Contract No. 502 – West Yost
Treatment Process Engineering Support**

DATE: July 19, 2022

REQUESTED ACTION: That the Board approve Cash Contract No. 502 between the Carpinteria Sanitary District and West Yost of Davis, California, for as-needed engineering and consulting services related to the District's wastewater treatment processes.

FUNDING SOURCE: Account 5849-0, Professional Services

BACKGROUND: The District's wastewater treatment plant relies on a biological process called activated sludge, which optimizes conditions for microbial degradation of contaminants. While normally a robust and reliable process, in recent years we have experienced recurring upset conditions that are believed to be related to changes in the characteristics of the incoming waste stream. Broad based water conservation has effectively increased the strength of our influent and reduced the total flow into the treatment facility.

The plant upsets have not resulted in violations of our NPDES discharge permit, but have created periodic instances of relatively poor effluent quality when compared to normal, steady state conditions. They also demand significant staff response and frequently require increased chemical use for remedial actions. As we move towards a membrane-based recycled water production scheme with implementation of CAPP, it will be crucial to consistently produce a high quality secondary effluent with low turbidity and suspended solids concentrations.

In an effort to address the process issues, the District requested a proposal from West Yost to provide engineering and consulting services. West Yost has recently added Wyatt Troxel and Jamie Ferro to their team. Wyatt and Jamie have consulted to the District previously and bring an understanding of our system and a specialized focus on biological process impacts resulting from changing influent quality.

West Yost has proposed a phased investigative approach that will include a coordinated sampling and monitoring program. Their basic scope and fee estimate are included as an attachment to Cash Contract No. 502. If approved, this agreement would authorize the first four tasks, with a total contract amount will be **\$32,970.76**. Follow on work, including preparation of a written report and subsequent engineering design, is proposed in optional tasks. Those will be considered as the work progresses and brought to the Board for approval, if appropriate.

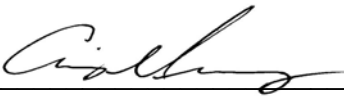
The process issues currently facing the District are not unique to us. Many other agencies are struggling with similar issues. Bringing in an industry expert to assist our operations staff represents a valuable investment at this stage.

RECOMMENDATION: Staff recommends that the Board approve and execute Cash Contract No. 502 between the District and West Yost for as-needed engineering and consulting services related to the District's wastewater treatment processes.

SUGGESTED MOTION: I move that the Board approve and execute Cash Contract No. 502 between the District and West Yost as proposed.

M_____ S_____

Ayes:_____ Nays:_____ Abstentions:_____

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

Attachments: Cash Contract No. 502

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CASH CONTRACT # 502

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CARPINTERIA SANITARY DISTRICT AND WEST YOST

THIS AGREEMENT is entered into this 19th day of July 2022, by and between the CARPINTERIA SANITARY DISTRICT, a public utility district formed under the laws of California (“DISTRICT”) and WEST YOST, a California Corporation (“CONSULTANT”). The Parties agree as follows:

1. CONSIDERATION.

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, CONSULTANT and DISTRICT agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, DISTRICT agrees to pay CONSULTANT a sum not to exceed \$32,970.76 for CONSULTANT’s services. DISTRICT may modify this amount as set forth below. Unless otherwise specified by written amendment to this Agreement, DISTRICT will pay this sum as specified in the attached Exhibit “A,” which is incorporated by reference.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform services listed in the attached Exhibit “A,” which is incorporated by reference.
- B. CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by DISTRICT, necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PERFORMANCE STANDARDS. While performing this Agreement, CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. DISTRICT will continuously monitor CONSULTANT’s services. DISTRICT will notify CONSULTANT of any

deficiencies and CONSULTANT will have fifteen (15) days after such notification to cure any shortcomings to DISTRICT's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

4. PAYMENTS. For DISTRICT to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit a detailed invoice to DISTRICT which lists the hours worked and hourly rates for each personnel category and reimbursable costs (all as set forth in Exhibit "A") the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, the total cost of that work during the preceding billing month and a cumulative cash flow curve showing projected and actual expenditures versus time to date.

5. NON-APPROPRIATION OF FUNDS. Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the DISTRICT. In the event the DISTRICT has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year.

6. ADDITIONAL WORK.

- A. DISTRICT's General Manager ("Manager") may determine, at the Manager's sole discretion, that CONSULTANT must perform additional work ("Additional Work") to complete the Scope of Work. If Additional Work is needed, the Manager will give written authorization to CONSULTANT to perform such Additional Work.
- B. If CONSULTANT believes Additional Work is needed to complete the Scope of Work, CONSULTANT will provide the Manager with written notification that contains a specific description of the proposed Additional Work, reasons for such Additional Work, and a detailed proposal regarding cost.
- C. Payments over \$15,000 for Additional Work must be approved by DISTRICT's Board of Directors. All Additional Work will be subject to all other terms and provisions of this Agreement.

7. FAMILIARITY WITH WORK.

- A. By executing this Agreement, CONSULTANT agrees that it has:
 - i. Carefully investigated and considered the scope of services to be performed;
 - ii. Carefully considered how the services should be performed; and
 - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. If services involve work upon any site, CONSULTANT agrees that

CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform DISTRICT of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from DISTRICT.

8. **TERM.** The term of this Agreement will be from July 20, 2022 to December 31, 2022. Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

- A. Completion of the work specified in Exhibit "A";
- B. Termination as stated in Section 16.

9. **TIME FOR PERFORMANCE.**

- A. CONSULTANT will not perform any work under this Agreement until:
 - i. CONSULTANT furnishes proof of insurance as required under Section 23 of this Agreement; and
 - ii. DISTRICT gives CONSULTANT a written notice to proceed.
- B. Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at CONSULTANT's own risk.

10. **TIME EXTENSIONS.** Should CONSULTANT be delayed by causes beyond CONSULTANT's control, DISTRICT may grant a time extension for the completion of the contracted services. If delay occurs, CONSULTANT must notify the Manager within forty-eight hours (48 hours), in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement's schedule. The Manager will extend the completion time, when appropriate, for the completion of the contracted services.

11. **CONSISTENCY.** In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

Exhibit "A" – West Yost July 12, 2022 Letter Proposal

12. **CHANGES.** DISTRICT may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and DISTRICT. The cost or credit to DISTRICT resulting from

changes in the services will be determined in accordance with written agreement between the parties.

13. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide DISTRICT with a Taxpayer Identification Number.

14. PERMITS AND LICENSES. CONSULTANT, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

15. WAIVER. DISTRICT's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights DISTRICT may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by DISTRICT of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

16. TERMINATION.

- A. Except as otherwise provided, DISTRICT may terminate this Agreement at any time with or without cause.
- B. CONSULTANT may terminate this Agreement at any time with DISTRICT's mutual consent. Notice will be in writing at least thirty (30) days before the effective termination date.
- C. Upon receiving a termination notice, CONSULTANT will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by CONSULTANT after receiving a termination notice will be performed at CONSULTANT's own cost; DISTRICT will not be obligated to compensate CONSULTANT for such work.
- D. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will, at DISTRICT's option, become DISTRICT's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).
- E. Should the Agreement be terminated pursuant to this Section, DISTRICT may procure on its own terms services similar to those terminated.
- F. By executing this document, CONSULTANT waives any and all claims for damages that might otherwise arise from DISTRICT's termination under this Section.

17. OWNERSHIP OF DOCUMENTS. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement are DISTRICT's property. CONSULTANT may retain copies of said documents and materials as desired, but will deliver all original materials to DISTRICT upon DISTRICT's written notice. DISTRICT agrees that use of CONSULTANT's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at DISTRICT's own risk.

18. PUBLICATION OF DOCUMENTS. Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or public DISTRICT without DISTRICT's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by DISTRICT, unless otherwise provided by written agreement between the parties.

19. INDEMNIFICATION.

A. CONSULTANT agrees to the following:

- i. *Indemnification for Professional Services.* CONSULTANT will save harmless and indemnify and at DISTRICT's request reimburse defense costs for DISTRICT and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from DISTRICT's sole negligence or willful misconduct.
- ii. *Indemnification for other Damages.* CONSULTANT indemnifies and holds DISTRICT harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from DISTRICT's sole negligence or willful misconduct. Should DISTRICT be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend DISTRICT (at DISTRICT's request and with counsel satisfactory to DISTRICT) and will indemnify DISTRICT for any judgment rendered against it or any sums paid out in settlement or otherwise.

B. For purposes of this section "DISTRICT" includes DISTRICT's officers, officials, employees, agents, representatives, and certified volunteers.

C. It is expressly understood and agreed that the foregoing provisions will survive

termination of this Agreement.

- D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 23, and any approval of said insurance by DISTRICT, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

20. ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without DISTRICT's written approval are prohibited and will be null and void.

21. INDEPENDENT CONTRACTOR. DISTRICT and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with DISTRICT. CONSULTANT is not an agent or employee of DISTRICT and is not entitled to participate in any pension plan, insurance, bonus or similar benefits DISTRICT provides for its employees. Any provision in this Agreement that may appear to give DISTRICT the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the DISTRICT as to end results of the work only.

22. AUDIT OF RECORDS. CONSULTANT will maintain full and accurate records with respect to all services and matters covered under this Agreement. DISTRICT will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. CONSULTANT will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

23. INSURANCE.

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Professional Liability	\$1,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement

- B. Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name DISTRICT, its officials, and employees as “additional insureds” under said insurance coverage and to state that such insurance will be deemed “primary” such that any other insurance that may be carried by DISTRICT will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance will be on an “occurrence,” not a “claims made,” basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to DISTRICT.
- C. Professional liability coverage will be on an “occurrence basis” if such coverage is available, or on a “claims made” basis if not available. When coverage is provided on a “claims made basis,” CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by DISTRICT arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- D. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- E. CONSULTANT will furnish to DISTRICT duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by DISTRICT from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of “A:VII.”
- F. Should CONSULTANT, for any reason, fail to obtain and maintain the insurance required by this Agreement, DISTRICT may obtain such coverage at CONSULTANT’s expense and deduct the cost of such insurance from payments due to CONSULTANT under this Agreement or terminate pursuant to Section 16.
- G. Self-Insured Retention/Deductibles. All policies required by this Agreement must allow DISTRICT, as additional insured, to satisfy the self-insured retention (“SIR”) and deductible of the policy in lieu of CONSULTANT (as the named insured) should CONSULTANT fail to pay the SIR or deductible requirements. The amount of the SIR or deductible is subject to the approval of the General Counsel and the Finance Director. CONSULTANT understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONSULTANT as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should DISTRICT pay

the SIR or deductible on DISTRICT's behalf upon the CONSULTANT'S failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, DISTRICT may include such amounts as damages in any action against CONSULTANT for breach of this Agreement in addition to any other damages incurred by DISTRICT due to the breach.

24. USE OF SUBCONTRACTORS. CONSULTANT must obtain DISTRICT's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

25. INCIDENTAL TASKS. CONSULTANT will meet with DISTRICT monthly to provide the status on the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

26. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

If to CONSULTANT:

Attention: Tim Banyai, P.E.
West Yost
2020 Research Park Dr., Suite 100
Davis, CA 956185
530-756-5905
tbanyai@westyost.com

If to DISTRICT:

Attention: Craig Murray
Carpinteria Sanitary District
5300 Sixth Street
Carpinteria, CA 93013
(805) 684-7214 x112
craigm@carpsan.com

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

27. CONFLICT OF INTEREST. CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, DISTRICT's conflict of interest regulations.

28. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, DISTRICT may rescind this Agreement without liability.

29. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and DISTRICT and not for the benefit of

any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or DISTRICT's obligations under this Agreement.

30. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Santa Barbara County.

31. COMPLIANCE WITH LAW. CONSULTANT agrees to comply with all federal, state, and local laws applicable to this Agreement.

32. ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. There is one Attachment to this Agreement. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

33. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

34. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

35. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. DISTRICT's Manager, or designee, may execute any such amendment on behalf of DISTRICT.

36. ELECTRONIC SIGNATURES. This Agreement may be executed by the Parties on any number of separate counterparts, and all such counterparts so executed constitute one Agreement binding on all the Parties notwithstanding that all the Parties are not signatories to the same counterpart. In accordance with Government Code §16.5, the Parties agree that this Agreement, Agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

37. CAPTIONS. The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

38. TIME IS OF ESSENCE. Time is of the essence for each and every provision of this Agreement.

39. FORCE MAJEURE. Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the

natural elements, or other similar causes beyond the Parties' reasonable control, then the Agreement will immediately terminate without obligation of either party to the other.

40. STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to DISTRICT. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public DISTRICT.

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

CARPINTERIA SANITARY DISTRICT

WEST YOST

Craig Murray, P.E.
General Manager

Tim Banyai, P.E.
Principal In Charge

EXHIBIT "A"



23692 Birtcher Drive
Lake Forest, CA 92630

650.963.6333 direct
949-517-9060 main
530.756.5991 fax
westyost.com

July 12, 2022

SENT VIA: EMAIL

Craig Murray

General Manager

Carpinteria Sanitary District
5300 Sixth St.
Carpinteria, CA 93013

SUBJECT: As-Needed Engineering and Process Stabilization Services

Dear Craig:

We appreciate the opportunity to submit this scope of work for your consideration for engineering and process stabilization services related to ongoing needs and demands on staff time at the wastewater treatment plant. We propose an intentionally broad scope of work to support a range of process and operational challenges at the treatment plant to assist with the process of stabilizing and optimizing treatment practices in anticipation of future performance objectives. We propose the following scope of work and are grateful for the opportunity to share our qualifications with you.

We look forward to the possibility of providing as-needed technical, process, and engineering services to support the District's efforts to improve reliability, performance, and process-based energy and chemical efficiency in anticipation of future indirect potable reuse performance objectives. We are aware that the wastewater treatment plant (WWTP) has been challenged in recent years due to aging systems and structures and changing treatment conditions related to reduced flow and unanticipated degradation of influent sewage quality and increasing strength, the effects of increasing temperature and recent constraints on labor and skills to maintain and improve the facility, process integrity, and performance reliability.

West Yost has a highly qualified and experienced bench of professional practitioners to back-up and support the efforts of Wyatt Troxel, who has provided several years of informal and formal process support to the District to identify efficiency opportunities that can address process hurdles for the facility and staff. Our philosophy and approach, as shared with Wyatt, is to enable the District to realize improvements using the least amount of energy, chemicals, moving and fixed assets, and time labor costs.

Scope of Work

Task 1. Project Management Services

Jamie Ferro will serve as the Project Manager for this initiative, responsible to Carpinteria Sanitary District for the quality and clarity of deliverables, as well as maintenance of project objectives, records, and budget. In this role, Jamie will utilize state of the art project management tools provided through the West Yost Project Management Office platform. All meetings for this project will be facilitated by the Project Manager and will be preceded with a detailed agenda at least twenty-four hours prior to the meeting in order to prepare Carpinteria Sanitary District staff for the discussion and topics of

interest for the West Yost team. Agendas will be shared prior to distribution to the project team with Craig Murray as primary Point of Contact for Carpinteria Sanitary District. The Project Manager will summarize meeting discussions, action items, and progress toward project objective in a meeting summary documents.

Project Management Work Activities

- **Kickoff Meeting** – The kick-off meeting may be a virtual event intended to orient all project team members to the objectives, methodology, and outcomes of the project. West Yost will prepare meeting materials ahead of the scheduled kick-off meeting so that District Staff are prepared and informed of the intended Objectives, Outcomes, and Agenda for the kick-off meeting. We will prepare meeting minutes and circulate after the kick-off meeting to document any important decisions on timing or approach that represent a substantial variation from the proposed Scope of Services, outlined in this proposal.
- **Progress Meetings** – Bi-weekly or as needed conference calls and/or in-person meetings will be held to review project status, including work completed during the latest report period, work anticipated to be completed during the next reporting period, identified problems/issues that could affect project budget/expenditures and/or schedule, outstanding issues to be resolved, and action items. Meeting minutes will be provided for each progress call.
- **Invoices and Progress Reports** –Monthly Invoices and Progress Reports will be provided.
- **Quality Control** –Internal quality assurance and quality control will be performed for each of the project deliverables prior to final submission to District.
- **Data Sharing** –West Yost will coordinate with District technical staff to provide a secure site for sensitive document exchange.
- **Project Closeout** –West Yost will conduct final project closeout activities, including final document delivery and final progress report.

Task 2. Data Collection

The West Yost Team will facilitate a discussion with District staff to identify a list of known and suspected process, operational, maintenance, and other performance challenges with a variety of treatment systems and processes at the WWTP and within the Collection System. We will observe the condition of the mechanical equipment and control systems used to operate the systems, including ancillary equipment used to support each system. Our observation process may include the request, review, and analysis of performance data collected by District staff and will be routed through Craig Murray.

Task 3. Needs Assessment

We will facilitate a Needs Assessment Workshop with District staff to identify treatment processes and practices that present operational challenges to the final effluent and District staff. In this workshop, we anticipate the identification of a series of process optimization, process stabilization, and troubleshooting recommendations to emerge that will help to improve the operations and performance outcomes at the WWTP. West Yost will recommend specific monitoring and sampling protocols to be initiated by District staff with the support and guidance of West Yost. Through this inquiry, we will assist District staff with the identification and conceptualization of projects for further evaluation, as necessary.

Task 4. Gap Analysis

The Gap Analysis will conclude with a Problems Definition workshop that will help District staff implement improvement and optimization practices and procedures to advance the policies and performance objectives at the WWTP. We start with summarizing the known and expected performance objectives and documented practices currently in place to achieve those objectives. Following, the West Yost team, in collaboration with District staff, will evaluate and define optimization and stabilization opportunities that could be implemented at the WWTP. These opportunities will be evaluated in terms of cost, benefit, and ease of implementation (time, labor, supply-chain, etc.). Each opportunity will be described narratively and transmitted to the District in an electronic Word document format.

Next, West Yost will identify procedures to verify and validate each of the proposed opportunities for feasibility review. Together, District staff and West Yost will determine a prioritized set of plant improvements and a timeline for pilot testing. We will discuss each of these in detail at the Problems Definition workshop and draft a workshop memorandum that captures the nature of the technical discussions for future reference.

Task 5. Process Stabilization Plan (Optional)

Task 5 will be executed upon the request of the Carpinteria Sanitary District General Manager, Craig Murray, with a separate fee proposal to be developed. The purpose of developing the Process Stabilization Plan is to formalize the expected activities that District staff will take, and to provide execution support after the Problems Definition workshop.

A draft Process Stabilization Plan will be shared with District staff, followed by a technical workshop to explore the project implementation pathway in detail as a project team. Following the workshop, West Yost will finalize the Process Stabilization Plan and will deliver a Word document electronic Final Draft.

Task 6: As Needed Engineering Services (Optional)

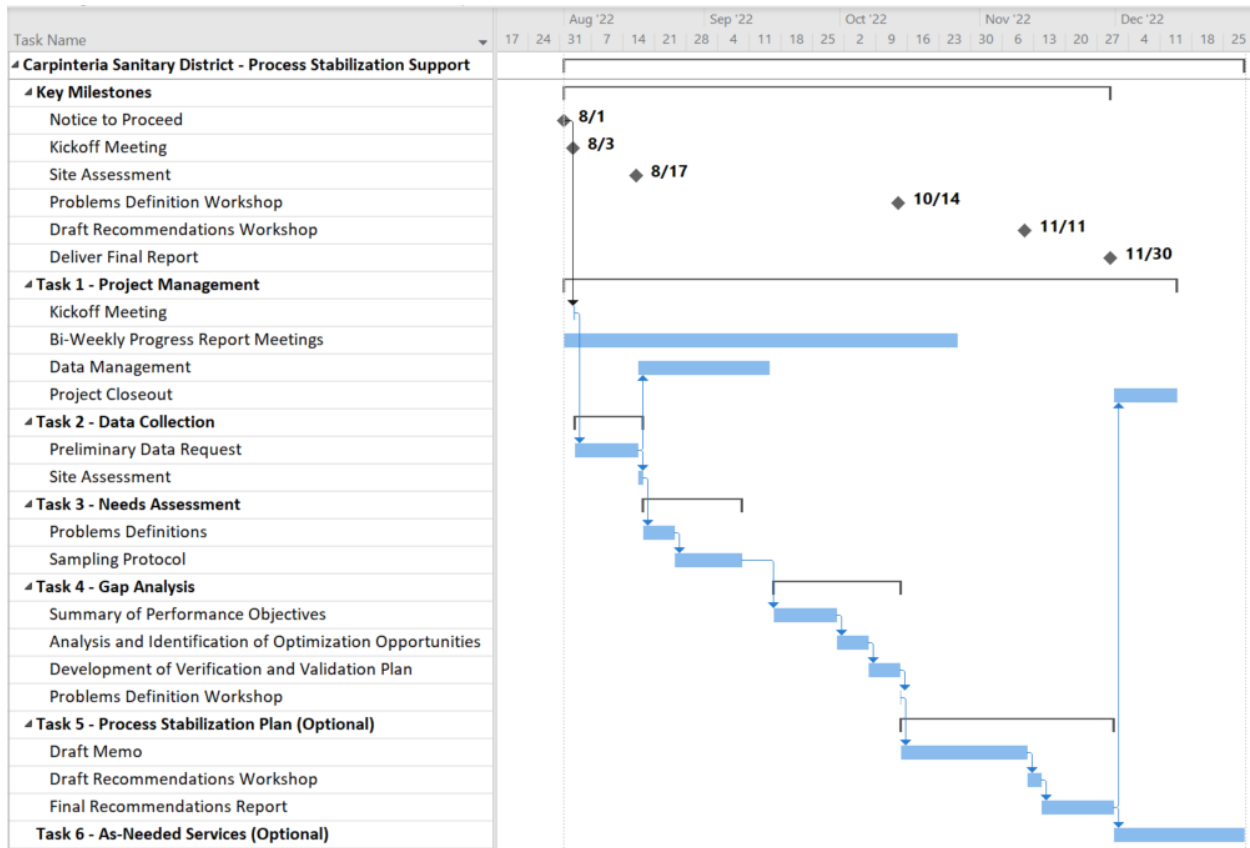
This task is included as a catch-all task for any services not described in this proposal, and will not be executed without the explicit direction from Craig Murray.

Fee for Services

West Yost will provide engineering and process support services to Carpinteria Sanitary District staff under this scope of work proposal on a time and materials basis (T&M) according to our 2022 Billing Rate Schedule (rate sheet), attached. Our work on this project will be conducted to support Carpinteria Sanitary District staff with a not to exceed (NTE) limit of **\$33,000** without prior approval from Carpinteria Sanitary District. We will submit monthly invoices on this purchase order and track progress toward scope objectives.

• Task 1: Project Management	\$3,702.40
• Task 2: Data Collection	\$4,821.16
• Task 3: Needs Assessment	\$11,406.00
• Task 4: Gap Analysis	\$13,041.20
• Task 5: Process Stabilization Plan (Optional)	\$17,312.80
• Task 6: As-Needed Services (Optional)	\$15,000.00
• Total:	\$65,283.56

Project Schedule



West Yost Services

The West Yost team offers the following benefits to the District:

- Providing Expanded Support to the District.** While the District moves forward with major, multi-year capital improvements to achieve long-term indirect potable reuse objectives, present-day process performance must be maintained and improved in the intervening years. West Yost can fill the gap and will not only support the District's efforts to maintain performance integrity and compliance, but will also assist in refining the process design selection and optimizing the long-term investment value. West Yost can provide the interim services needed to evaluate alternative technologies and strategies to recover lost capacity, improve performance of existing unit processes, and reduce the impact, frequency, and magnitude of high loadings, process failures, high maintenance demands, and increased cost of chemicals and energy.
- Adding Value through Additional Services.** Areas of potential value to the District include interim and long-term improvements in automation, operational flexibility, energy efficiency, reduced chemical usage, and added redundancy. In addition to meeting the daunting requirement to meet process challenges related to an indirect potable reuse paradigm, West Yost's services can be applied to issues in influent load reduction, aeration improvements, odor control, ultraviolet disinfection practices, and strategies related to the use of equalization basins and time of use (TOU) improvements for energy cost savings. Our team enjoys managing these types of projects because they involve many different aspects of the liquid and solids treatment processes.
- Facilitating Stakeholder Collaboration for Time-Sensitive Input.** For this project to be successful, a high level of communication between all stakeholders will be critical. We propose creating collaborative communication protocols, including weekly meetings between Craig

Murray, Mark Bennett and the West Yost Team to discuss project status and brainstorming sessions with the West Yost's senior-level staff to discuss the evaluation of technologies to be included in the process stabilization plan.

We are excited to work closely with District staff to solve problems that need both local knowledge and strong technical expertise. There are many different solutions that can meet the needs of the District, and we look forward to helping you find the best solutions in these exciting and challenging times. We look forward to meeting with you to frame up an initial scope of work and tasks to characterize the root causes and contributing factors driving the various issues and concerns. This will provide the basis for a feasibility analysis to achieve reliable, predictable, and sustainable compliance with high-performance expectations, as well as strict discharge limits. Additional detailed information on our firm, experience, and project team is provided in the statement of qualifications on the following pages.

Please do not hesitate to contact Jamie Ferro, your Project Manager, with any questions or comments at 650-963-9666.

Sincerely,

WEST YOST



Jamie Ferro, MELP
Project Manager

650.963.6333 cell
jferro@westyost.com



Tim Banyai, PE
Principal-in-Charge

510.282.4894 cell
tbanyai@westyost.com

01 // Firm Overview



32

**YEARS PROVIDING
HIGH-QUALITY SERVICES**

200

**PROFESSIONALS
COMPANY-WIDE**

West Yost is a consulting engineering firm that was founded in 1990. Our focus is exclusively wastewater, water, recycled water, groundwater, and stormwater. We have experience in providing planning, design, construction management, and program management services in these areas. West Yost is headquartered in Davis and has 200 staff members in 11 offices. Our staff includes registered professionals in civil, chemical, control systems, electrical, environmental, and mechanical engineering; wastewater treatment and regulatory compliance; geology, engineering geology, and hydrogeology; architecture; GIS; control systems, cybersecurity, and risk management; asset management and condition assessment; project management; and construction management and inspection services.

The West Yost team designs WWTF improvements with performance reliability, site security, simple operation, and increased O&M efficiency. The team will maximize reusable assets, increase cost savings, and minimize uncertainties during construction.

Wastewater Treatment Overview

West Yost's expertise covers every type of wastewater facility and process, from collection and liquid and solids treatment systems to recycled water facilities. We provide a full-service approach across the entire spectrum of disciplines, including technical studies, modeling, regulatory and permitting assistance, treatment plant design, funding assistance, and construction management. Our firm's unique ability and experience working with clients from identifying funding opportunities to planning and permitting through construction bring intrinsic value to our projects and our clients. We bring knowledge gained from the permitting and regulatory process along with our O&M-focused expertise into the planning and design of facilities that meet our clients' performance goals, and apply our construction knowledge to the design process to reduce cost and risk during construction.

WASTEWATER SERVICES

- Permitting and Regulatory Compliance and Funding
- Treatment Process Modeling
- Wastewater Facility Planning and Design
- Reuse/Recycling Planning and Design
- Infrastructure Rehabilitation
- Program Management and Construction Management

02 /// Project Experience

West Yost has considerable experience in providing wastewater engineering services for public agencies. Below are project summaries of similar projects that our team has completed in recent years.

San Luis Rey Water Reclamation Facility (SLRWRF) Major Upgrades

CITY OF OCEANSIDE, CA



West Yost completed a Preliminary Design Report (PDR) to evaluate Plant No. 1 at the SLRWRF. Detailed evaluations were developed for the headworks facilities, flow and load equalization facilities, primary and secondary facilities, and solids treatment. Detailed analyses of screen types and alternative scenarios, grit removal technologies, dewatered cake conveyance, odor control technologies and electrical improvements were performed along with optimization of the flow and load equalization tanks and the activated sludge system. Each of the detailed analyses included development of life cycle costs with a focus on reducing energy use and chemical costs. In addition, miscellaneous improvements throughout the plant were identified. Following the PDR, West Yost assisted the City in developing a phased approach to implementing the improvements to best use the money available. The first phase, which design started in the Spring of 2022, includes the following major items – headworks

improvements with two new screens, new conveyor and washer compactors, new grit removal using the Headcell technology, odor control improvements and consolidation of the primary and secondary electrical facilities into a common electrical building. The estimated construction cost for Phase 1 items is approximately \$13M.

Primary Sedimentation Expansion and Improvements

DUBLIN SAN RAMON SERVICES DISTRICT, CA



West Yost provided design services and engineering services during construction for this \$13 million expansion and upgrade of DSRSD's grit removal and primary sedimentation treatment processes, which are rated for an average flow of 14 mgd and a peak flow of 50 mgd. The improvements implemented under this project included construction of a new aerated grit basin and two new rectangular primary clarifiers; replacement of the sludge collection mechanisms, effluent launders, and scum collection equipment in the existing rectangular primary clarifiers; installation of new baffles and sludge hopper hood in the existing clarifiers; installation of several new gates; and replacement of the existing grit pumps. Key factors contributing to the success of this Project are discussed in further detail below.

Using West Yost's value focused approach, our team was able to develop and implement a design for this project that maximized performance of the grit and primary sedimentation tanks, expanding their capacity, and minimizing the number of new tanks needed.

USING STATE-OF-THE-ART ANALYTICAL TECHNIQUES TO EVALUATE PROCESS ALTERNATIVES

The preliminary design process implemented for this project included conducting robust data collection and modeling to identify the optimal set of improvements for the grit basins and primary sedimentation tanks. Our team used state-of-the-art CFD modeling techniques to evaluate various combinations of improvements to the primary sedimentation basins that improved solids removal, flow distribution, and hydraulic capacity. Our team also performed a detailed characterization of the grit in the influent wastewater to determine how various improvements to the grit basins would impact grit removal. Finally, our team prepared a detailed hydraulic model to determine the hydraulic profile from the raw sewage pumps through the end of the secondary treatment process under various flow conditions and process configurations. The results from these analyses were instrumental in providing DSRSD the information they needed to make informed decisions.

KNOWLEDGE AND UNDERSTANDING OF LATEST CONSTRUCTION TRENDS

This project involved demolition of an existing primary sedimentation tank and construction of two new tanks in its place. This work was complicated by the fact that the influent channel and effluent channel immediately adjacent to the existing tank was to remain in place during construction of the new tanks. Also, the new tanks were designed to be deeper than the existing channels. So, the Contractor would need to excavate below the bottom of the existing channels. This presented many challenges.

West Yost design staff worked with our constructability reviewer, Dave Ewing, and our structural design subconsultant to develop a robust approach for supporting and shoring the walls of the existing influent and effluent channels during construction. The approach used involved installing a system of cantilevered beams that held the wall up from above. The approach for supporting the effluent channel involved installing sheet piles along the wall of the channel, building the wall of the new tanks around the sheet piles, and leaving the sheet piles in place. These innovative approaches, which made possible

because of West Yost's knowledge of construction methods, allowed DSRSD to retain more of the existing structure, reducing project costs.

Another key challenge involved developing a design and construction sequencing approach that would 1) allow DSRSD to process wet weather flows with process units offline, 2) allow the Contractor to work efficiently around two other projects occurring at the site, and 3) avoid existing utilities that were heavily congested at the project site.

The construction sequence developed by the design team dictated that the first phase of construction would involve removing one grit tank and one primary tank from service and operating the plant without these facilities for over a year, including during a wet season. West Yost's team developed and evaluated a range of options for addressing this hydraulic bottleneck. The team conducted a series of workshops to determine DSRSD's preferred approach and coordinated a field stress test to determine the effectiveness of the approaches being considered. The approach ultimately selected for implementation involved using the holding basins to equalize flow during most wet weather events and using temporary bypass pumps to eliminate hydraulic bottlenecks during extreme wet weather events. West Yost developed a detailed operating procedure for this approach and coordinated with DSRSD to get the temporary bypass system installed prior to the wet season.

Robert A. Weese Water Treatment Plant and Mission Basin Groundwater Purification Facility Condition Assessment

CITY OF OCEANSIDE, CA



At the City's water treatment plants, multi-discipline condition assessments of the Weese Direct Filtration Water Treatment Plant and the Mission Basin Groundwater Purification Plant that uses reverse osmosis to treat brackish groundwater were completed. The Weese Plant is a 25 mgd facility and the Mission Basin Plant is a 6.4 mgd facility. The primary objectives of the project were to use asset management principles to make risk-based informed decision to develop a prioritize capital improvement plan for the next 20 years. In addition to the capital improvement plan, the City looked to reduce O&M, increase reliability, plan for future regulatory requirements, and increase automation, optimize performance, and lower energy costs. A detailed work plan was developed to conduct the field work that identified assets to be assessed, scoring criteria, methods to conduct the assessments and responsibilities of all parties. Following the detailed condition assessment field work, a comprehensive risk-based assessment was completed to rank and prioritize capital projects into four-time windows: immediate improvements, 2 to 5 years, 5 to 10 years, and 10 to 20 years. The team worked closely with the City staff in workshops to prioritize the projects.

Various Projects

SANTA CLARITA VALLEY WATER AGENCY (FORMERLY CASTIC LAKE), CA



West Yost has served the Santa Clarita Valley Water Agency on various projects since 1989, including:

1. Rio Vista Water Treatment Plant (RVWTP) Expansion and Improvements (2008)
2. RVWTP Pilot Study (1989 – 1990)
3. RVWTP Design (1992 – 1993)
4. Ozone Contact Tracer Study (1995)
5. Ammonia System Improvements (2006)
6. Pilot Plant (designed and constructed by CLWA Maintenance staff) (2007 – 2008)
7. Saugus Wells Perchlorate Treatment Facility Operations Plan and Start-up Support
8. RVWTP Expansion Preliminary Design Report
9. RVWTP Pipeline Contactor & Clearwell Tracer Tests and Earl Schmidt FP Clearwell Tracer Test
10. ESFP Disinfection System Improvements Preliminary Design Study
11. RVWTP Chlorine Scrubber Replacement Implementation Design and Construction Support (2020 - 2021)
12. Water Supply System Capacity Hydraulic Modeling (2021)

03 Project Team Qualifications

Our highly-qualified team to perform the services requested by Ventura Water consist of the following staff. The following pages contain professional resumes for our team, including:

- Jamie Ferro, MELP: Project Manager
- Tim Banyai, PE: Principal-in-Charge
- Kathryn Gies, PE, ENV SP: Technical Advisor
- Wyatt Troxel: Process Lead
- Doug O'Brien, BOC®, CEM: Energy Lead
- Jane Costello, PE: Project Engineer
- Charles Hardy, PE, QSP/QSD: Project Engineer

James Ferro, MELP

Project Manager



STAFF TITLE: Principal Technical Specialist II

YEARS OF EXPERIENCE: 17

EDUCATION

- Master of Environmental Law and Policy, Vermont Law School
- BA, Political Science, University of Southern California

PROFESSIONAL AFFILIATIONS

- California Association of Sanitation Agencies
- California Water Environment Federation
- Water Solutions Network
- Alliance for Water Efficiency and the American Council for an Energy-Efficient Economy, Water Energy Working Group
- American Water Works Association, Energy Committee

James Ferro is a solutions-oriented strategist with extensive experience in the academic and private sectors and is trained in law, science, and policy. He is an effective collaborator and facilitator with strong leadership, management, public speaking, research, and analytical skills. In addition, he is experienced at designing and implementing resource management initiatives through the integration of scientific, financial, and policy concepts. Jamie has developed energy and reliability projects at well over 100 municipal and special district water sector sites and has engaged energy utilities across the county to support the technical feasibility studies as well as to provide incentives that offset project costs. He also speaks and presents on these projects and innovative energy pilot studies at conferences across the country, including at the Water and Energy Conference of the Water Environment Federation, the California Association of Sanitation Agencies, and the California Water Environment Federation. Jamie is a member of the Water Solutions Network and an Adjunct Professor at Chapman University, teaching courses on water and environmental policy in the Schmid College of Science and Technology.

EXPERIENCE

City of San Diego Public Utilities Division Water and Wastewater Energy

Assessment, San Diego, CA: Program Manager and client services director for Division-wide assessment of seven water and wastewater treatment and biosolids facilities and ten water and wastewater pump stations for energy efficiency opportunities. The City requested a high-level assessment of process optimization and energy efficiency projects to help achieve City-wide Climate Action Plan goals. As Program Manager, he facilitated seven treatment plant workshops to explore and investigate current operational and maintenance challenges and pain points that would be the focus of the efficiency opportunity evaluation. He presented initial findings and was responsible for the refinement of measurement strategies with feedback from site staff and the Division engineering team.

Pacific Gas & Electric Wastewater Optimization Program, Northern California:

Designed, competed for, negotiated, and secured a \$5 million pay for performance program through PG&E's competitive bidding solicitation to award a wastewater optimization energy efficiency program. The Risk Assessment Process Improvement Decision Support (RAPIDS) program was designed to serve 20 Bay Area wastewater customers, and he acquired and facilitated kick-off engagements with 14 customers in the first year after launch.

Southern California Regional Energy Network, Southern California: Designed and led the implementation of a water and wastewater agency energy efficiency program for the Southern California Regional Energy Network (SoCalREN). He acquired 19 water/wastewater agency customers for the SoCalREN program and managed a portfolio of over 100 discrete projects from 2014 to 2016. He also managed a team of Project Managers, consultants, contractors, and participating agencies and designed

and led the Water-Energy Nexus Pilot Project as a unique effort within the SoCalREN program in partnership with the Metropolitan Water District of Southern California.

AWARDS

Water Solutions Network, Inaugural Cohort Member, 2018: Nominated for and selected to participate in the inaugural cohort for the Water Solutions Network. Served as meeting host and facilitator for Water Solutions Network Summit and later selected to serve as Co-Manager to lead the growth and development of the network, now in its fourth cohort.

PUBLICATIONS AND CONFERENCE PRESENTATIONS

- So Much More Than KPI's: Phoenix Gets Strategic About Energy. AWWA Water Infrastructure Conference. Phoenix, AZ. September 13, 2021. With Cascade Energy, HAL, and City of Phoenix.
- Phoenix Water Gets Strategic About Energy. AWWA Virtual Summit. February 10, 2021. With Cascade Energy, HAL, and City of Phoenix.
- Phoenix Gets Strategic: The Path to Cutting Annual Energy Costs by \$1.5 Million. 93rd Annual AZ Water Conference & Exhibition. Phoenix, AZ. April 15, 2020. With Cascade Energy and HAL.
- Collection System Strategies to Solve Big Problems, Save Energy and Protect the POTW: Living in the Paradigm of Declining Flows. Water Reuse Workshop 2020: Emerging Issues in Potable Reuse, Carlsbad, CA. January 15, 2020. With Wyatt Troxel.
- Wastewater Performance and the Eight Energy Wastes in Wastewater: Identifying and Eliminating Wasted Energy as a Measure of Reliability and Performance Improvement. SCAP Energy Committee, Irvine, CA. September 25, 2019. With Wyatt Troxel.
- Wastewater Performance: Tying Reliability to Energy. Goleta Sanitary District Special Workshop. Goleta, CA. September 12, 2019. With Wyatt Troxel, AESC, and Ralph Stevens, Pinnacle
- Wastewater and Energy: How Can Eliminating Energy Waste Change the Culture of your Organization? Duke Energy Customer Workshop. Raleigh, NC. August 6, 2019. With Wyatt Troxel.
- Connecting the Dots: The Unintended Impacts of Water Conservation on Wastewater Conveyance, Treatment, Reuse, and Organizations. California Association of Sanitation Agencies Winter Conference. San Diego, CA. January 24, 2019.
- Triple Nexus Water Challenge = Resource Management + Asset Reliability + Infrastructure Planning. 11th Annual Rocky Mountain Utility Efficiency Exchange. Aspen, CO. September 28, 2017.
- Inside and Beyond the Nexus: How to Deal With the Drought's Impacts on the Economics of Recycled Water. 2017 Municipal Green Building Conference and Expo. Downey, CA. April 20, 2017. With Wyatt Troxel.
- Wastewater Treatment Technology That Will Change the Industry. 2017 California Water Environment Federation Annual Conference. Palm Springs, CA. April 27, 2017. With Pinnacle and Wyatt Troxel.
- Connecting the Dots: The Impacts of Water Conservation on Wastewater Treatment. Southern California Alliance of Publicly Owned Treatment Works (SCAP) Specialty Workshop. Chino, CA. July 21, 2016. With Pinnacle, Gary Miller, and Wyatt Troxel
- The Journey to Net Zero: Process-based Energy Management for a New Era. California Association of Sanitation Agencies Annual Conference. San Diego, CA. August 20, 2015. With Wyatt Troxel.
- Meaningful Reductions in Energy Intensity for Southern California's Water Supply. Water and Energy 2015. Washington, D.C. June 9, 2015. With Wyatt Troxel.
- The Water-Energy Nexus: What Is Ventura County Actually Doing About It? Central Coast Sustainability Summit. Santa Barbara, CA. November 13, 2014. With Wyatt Troxel.
- Right From the Start: Open-Ocean Aquaculture in the United States. The Ocean Conservancy. Washington, D.C. March 2011.
- Comparative Institutional Analysis of Watershed Partnership in Prior Appropriation and Riparian Doctrines. The 14th Annual International Symposium for Society and Resource Management (ISSRM). Burlington, VT. June 12, 2008.
- The Role of States in Promoting Equitable and Effective Market-based Approaches for Carbon Sequestration. The 14th Annual International Symposium for Society and Resources Management (ISSRM). Burlington, VT. June 13, 2008.
- Comparative Institutional Analysis of Watershed Partnerships in Prior Appropriation and Riparian Doctrines. The Rubenstein School of Environment and Natural Resources: Twenty Fourth Graduate Research Symposium. Burlington, VT. October 11, 2007.
- Water Law and Watershed Partnerships. PERC Graduate Summer Fellow Seminar. Bozeman, MT. August 14, 2007.
- Salton Sea: A Shifting Seascape of Identity and Policies. Directed Research under Professor Jeffrey Sellers. University of Southern California. August 9, 2005.

Timothy Banyai, PE

Principal-in-Charge



STAFF TITLE: Principal Engineer II

YEARS OF EXPERIENCE: 30

PROFESSIONAL REGISTRATIONS

- Professional Civil Engineer, California No. 60715, Kansas No. 14119 (inactive)

EDUCATION

- MS, Environmental Engineering, North Dakota State University
- BS, Civil Engineering, North Dakota State University

PROFESSIONAL AFFILIATIONS

- Tau Beta Pi Engineering Honor Society
- Water Environment Federation

Timothy Banyai is a registered civil engineer with experience managing and designing wastewater treatment plants and pumping stations. Tim has served as project manager, lead project engineer, technical advisor and quality control reviewer. As a manager, Tim maintains direct client contact, provides project team leadership, and coordinates among disciplines to ensure successful project completion. His direct project experience includes design and preparation of drawings and specifications, assisting clients in bidding-phase services, and performing construction-phase duties. Tim has a strong record of developing cost-effective and innovative designs for wastewater treatment plant projects, and is known for managing multi-disciplinary teams. He also has direct experience working at a wastewater treatment plant where worked with the operations and maintenance staff and developed and implemented a facilities plan study for nitrogen control, performed pilot studies, and developed bench-scale models. Tim's experience working at the treatment plant provides insights he incorporates into the design for successful construction-phase sequencing, testing and start-up, and operations and maintenance. Tim also has experiencing preparing State Revolving Fund (SRF) applications and managing SRF-funded projects.

EXPERIENCE

Wastewater Treatment Plant Improvement Project, City of Ukiah, CA: Project Manager The improvements to the WWTP touched almost every aspect of the plant. The project began with a comprehensive evaluation of the facilities with a preliminary design report that evaluated the headworks including influent pump station, flow equalization; bar screens, and grit removal; primary sedimentation and primary sludge pumping; trickling filters and activated sludge systems; secondary clarification and WAS and RAS pumping; disinfection, tertiary treatment; solids thickening; anaerobic digestion; dewatering and drying; and support facilities. The final design included a new influent pumping station, bar screen facilities, grit removal facilities using aerated grit removal, conversion of the existing secondary clarifiers to primary clarifiers, new trickling filter pumping station, trickling filter modifications, conversion of the primary clarifiers to solids contact tanks, new secondary clarifiers, modifications to the chlorination facilities, new solids thickening facilities, modifications to the existing anaerobic digesters including new digester covers and new mixing, and new operations building. The biggest challenge for the project was keeping the facilities in operation while meeting permit limits while basically reversing the flow through the plant. This required a very detailed construction sequencing plan to assure the wastewater treatment plant remained in operation.

Digester Final Design and OEDC, City of San Jose, CA: Project Engineer, DAFT Area Lead for a \$140 million project that included modifications to the dissolved air flotation thickeners (DAFTs), four existing anaerobic digesters, and replacement of the digester gas pipeline at the San Jose-Santa Clara Regional Wastewater Facility. Six DAFTs were upgraded to co-thicken primary and secondary sludge. Co-thicken of the primary and secondary sludges allowed the DAFTs to be loaded at a higher loading rate reducing the number of DAFTs needed for rehabilitation. The rehabilitation also included upgrading

the pressurization system along with implementing recycle of the DAFT subnatant, new thickened sludge pumps, and a new polymer system. Because the DAFTs were going to thicken primary sludge in addition to WAS, primary sludge screens were installed prior to combining the primary sludge with the WAS and odor control facilities were added with covers installed on the existing DAFTs and two stage odor with biotrickling filters and granular activated carbon. To facilitate construction and connection to the existing piping, a 100 million gallon bypass system was required as part of construction.

Predesign of Digester Rehabilitation and FOG Program Enhancement, San Jose/Santa Clara Water Pollution Control Plant, San Jose, CA: Project Engineer. Tim served as a project engineer on the study and plan to upgrade the plant's anaerobic digestion system and accept FOG as a co-digestion substrate to enhance gas production. The project includes investigating digestion process performance, cover and mixing alternatives, tunnel ventilation upgrades, digester gas line replacement, upgrades of DAF thickening to co-thickening of primary and secondary sludges, struvite control measures, digester heating systems, structural upgrade requirements, and an implementation plan for the recommended upgrades.

Anaerobic Digestion Improvements, Pinole-Hercules Water Pollution Control Facility, Pinole, CA: Project Manager. This project involved improvements to all of the anaerobic digestion facilities at the plant, including a new anaerobic digester; converting the existing steel floating covers on Digesters 1 and 3 to fixed submerged concrete covers; converting the existing steel floating cover on Digester 2 to a fixed nonsubmerged steel cover; new internal draft tube mixer for Digesters 1, 3 and 4; new sludge heating system with new boilers and heat exchangers; and new waste gas burner. Structural modifications were also completed to meet new seismic codes to the centrifuge dewatering building. The project included working with the City and the Bay Area Air Management Control Board to permit the waste gas burner. Project challenges included fitting the new anaerobic digester on a constrained site and coordinating and sequencing construction to keep the solids treatment facilities operating during construction.

Digester and Thickener Final Design, Silicon Valley Clean Water (SVCW), Redwood City, CA: Project Manager for final design of a \$12.84 million multi-system automation and upgrade project involving improvements to the primary clarification, gravity thickening, new gravity belt thickeners, digestion processes and new fan press dewatering. Worked with SVCW's designated system integrator to implement plant wide automation standards. In addition to producing final biddable plans and specifications, worked directly with O&M during performance of their duties to gather feedback, assist with asset management, and provide this feedback to the

system integrators for implementation and improvement of the initial control strategies. Also assisted SVCW with pre-selection of the fan press dewatering technology.

Dewatering Final Design, Silicon Valley Clean Water (SVCW), Redwood City, CA: Project Manager for final design of drying bed improvements that consisted of lining the existing drying beds, segmenting the drying beds into five beds, and providing new decant structures. A decant pumping station was also included to pump the decant back to the plant. The drying bed improvements required lime and lime/cement stabilization of the soft Bay Mud soil to allow truck traffic on the drying beds. The facilities were designed to accommodate dewater solids from 8 to 25 percent.

DAFT Rehabilitation and Gravity Belt Thickener Improvements, Dublin San Ramon Services District, Dublin, CA: Project Manager/Project Engineer. This project involved rehabilitating a dissolved air flotation thickener (DAFT) that processes 64,400 pounds of solids per day and creating a site to house a portable gravity belt thickener (GBT) when it is not being used. Along with the design of the rehabilitated facilities, Tim was responsible for team members' efforts, reviewing and directing work progress, and keeping the project on schedule and on budget. He served as a liaison between the project team and the District, and provided mechanical planning and design of the DAFT rehabilitation. Work included repairs to the DAFT's wheel tracking mechanism, corroded rake arms, and the torque limiting switch that had not worked for 10 years. The project also included improvements to the odor control system by designing a cost-effective odor control system that improved foul air withdrawal from the existing aluminum cover.

Stage 4 Treatment Plant Expansion, Dublin San Ramon Services District (DSRSD), Dublin, CA: Project Engineer. Tim provided detailed design of the Stage 4 WWTP expansion from 11.5 mgd to 17.0 mgd. He was responsible for secondary process design and detailed design of new aeration tanks; replacing fine bubble diffusers in the existing aeration tanks; and extending the existing mixed liquor channel and aeration line, secondary clarifier, mixed liquor pumping station, and return activated sludge (RAS) pumping station.

Lompoc Regional Aeration Upgrades, City of Lompoc, CA: Project Manager. Tim managed the design of aeration system upgrades, which included replacing existing, multi-stage centrifugal blowers with new, high-speed, direct-drive blowers. The design included working directly with the blower manufacturer to develop an aeration control strategy that met the client's requirements of using MOV philosophy rather than flow control, which is preferred by the high-speed turbo blower manufacturers. Other upgrades included aeration piping replacement, electrical system modifications and control updates.

Kathryn Gies, PE, ENV SP

Technical Advisor

Kathryn Gies is an engineer with experience in planning and permitting wastewater treatment and recycled water projects. Kathryn's areas of expertise include wastewater treatment facilities planning; treatment process design; biological nutrient removal (BNR) systems; natural wastewater treatment systems; sustainable infrastructure planning; NPDES regulatory permitting; recycled water and land disposal systems master planning; biosolids land application planning and permitting; and groundwater quality studies for regulatory compliance purposes. She has completed facilities planning studies for many wastewater treatment plants, including BioWin process modeling of biological nutrient removal activated sludge treatment systems. Kathryn has a detailed, current knowledge of permitting issues in California and a productive working relationship with the Regional Board staff.

EXPERIENCE

Wastewater Treatment and Biosolids Facilities Master Plan, Dublin San Ramon Services District, Dublin, CA: Assistant Project Manager for the development of a comprehensive Wastewater Treatment and Biosolids Facilities Master Plan to identify the major improvements needed through the 2035 planning horizon. Issues considered include: (a) increasing demands for the District's recycled water, including recent interest in direct and/or indirect potable reuse; (b) future nutrient removal requirements; and (c) biosolids disposal/reuse opportunities. Using a comprehensive visioning and future scenarios mapping process, West Yost helped the District to identify a long-term strategy that considers how the opportunities and constraints associated with each of these outside factors interfaces with improvements needed to address treatment plant growth and rehabilitation needs.

Owner's Representative, Design-Build Wastewater Treatment Plant Improvements, City of Davis, CA: Design-Build (DB) Procurement Task Manager for West Yost's Owners' Representative contract for a DB Wastewater Treatment Plant (WWTP) Improvements Project representing approximately \$95 million in constructed treatment plant improvements. Kathryn served as the task manager for the development of the planning documents that identified key project criteria to be applied to the DB process. She was also the Project Engineer for the development of a preliminary design of biological nutrient removal facilities using BioWin modeling software. Another key task completed was the identification of a preferred strategy for long-term uses of existing ponds to minimize system sizing and eliminate the need for redundant treatment units. Kathryn also developed a detailed influent flows and loads analysis and helped define the role of the City's habitat wetlands as part of the future wastewater treatment plant project. Finally, Kathryn served as the team leader for the developing the sustainability strategy for the project and implementing the steps



STAFF TITLE: Engineering Manager II

YEARS OF EXPERIENCE: 22

PROFESSIONAL REGISTRATIONS

- Professional Civil Engineer, California No. 65022
- Envision™ Sustainability Professional

EDUCATION

- PhD Candidate, Bioresource Engineering, Oregon State University
- BS, Agricultural and Biological Engineering, Clemson University
- Wetland Treatment and Design Course, Humboldt State University
- BioWin® Process Modeling Training Workshop

PROFESSIONAL AFFILIATIONS

- WaterReuse Association
- California Association of Sanitation Agencies
- California Water Environment Association
- Central Valley Clean Water Association
- Institute for Sustainable Infrastructure
- Water Environment Federation

necessary to obtain a Silver recognition under the Envision rating system.

Facilities Plan and Optimization Study, City of Medford, OR: Assistant Project Manager/Project Engineer for a blended team that is developing a comprehensive assessment to identify a viable and cost-effective strategy to meet stringent regulatory requirements for nitrogen and phosphorus for a 10 mgd wastewater treatment plant. The project also includes a separate Optimization Study to identify viable nutrient removal strategies for the existing facilities, a conditions assessment, and an analysis of options for improving the co-generation system. The completed study will establish the design criteria and approach for a project that will move immediately into Preliminary Design to meet the City's eight-year compliance schedule.

Wastewater Master Plan, City of Modesto, CA: Lead Engineer for the majority of the wastewater treatment plant evaluation tasks for the City's Wastewater Master Plan. This \$1.8 million project involves evaluating the needs of the City's collection system and two wastewater treatment plants (Sutter Avenue Plant and Jennings Road Plant). With an average dry weather flow capacity of approximately 35 mgd, the Sutter Avenue Plant provides primary treatment and solids processing for the City's municipal wastewater, and the Jennings Road Plant provides secondary treatment, effluent filtration, and disinfection of the City's municipal wastewater, and also has an effluent storage facility and a land application system for discharge of treated municipal effluent, cannery process water, and biosolids. Responsible for the development of flow and load projections for domestic and commercial dischargers; preparing a detailed water balance analysis for the City's storage and irrigation facilities to identify the long-term needs given planned reuse operation changes; identification and evaluation of treatment alternatives; for the City's Fixed Film Reactor/Pond treatment system; and development of a strategic plan for addressing potential future discharge requirements.

Wastewater Master Plan and Biosolids Management Plan City of Yuba City, CA: Assistant Project Manager and Treatment Master Planning Lead for preparing a Master Plan for the City's WWTP that defines the facility needs through the City's General Plan build-out conditions. Kathryn was responsible for developing an updated Capital Improvement Program (CIP) for the wastewater treatment plant based on a detailed desktop analysis of the entire treatment process. Processes evaluated included influent screening, influent pumping, grit removal, primary clarification, pure oxygen activated sludge, secondary clarification, disinfection, solids thickening, anaerobic digestion and effluent pumping. Firm and total process capacities were determined for each process area and expressed as influent Average Dry Weather

Flows. A key component of this work involved using plantwide solids balances to define the operations criteria that will serve as the basis for facilities planning. The solids balances and modeling done under the Master Plan helped the City staff understand the impacts of the operational changes on the rated capacities of their aeration basins and solids handling processes. This effort also involved evaluating alternatives for managing the treatment plant solids to help the City comply with California Senate Bill 1383 (SB1383) organics management requirements.

Facilities Plan, South Suburban Sanitary District, Klamath Falls, OR: Project Engineer for a Facilities Plan evaluation to identify a preferred long-term strategy for addressing stringent nutrient removal requirements placed on South Suburban Sanitary District's pond treatment system. A range of alternatives was considered, and the preferred strategy of zero discharge through agricultural reuse was selected. Work has also included working with the District to implement the preferred strategy.

Wastewater Treatment Plant Facilities Planning and Process Design, City of Galt, CA: Project Engineer for facilities planning for the City's Wastewater Treatment Facility. Natural and conventional treatment alternatives were evaluated to meet increasingly stringent effluent discharge requirements. Team leader for developing analysis of treatment alternatives, which include an oxidation ditch simultaneous nitrification/ denitrification process and primary influent screening systems. Completed the simultaneous nitrification/denitrification oxidation ditch process design for the selected alternative, which was designed by West Yost.

Wastewater Reliability Evaluation, Mt. View Sanitary District, CA: Project Manager for a reliability and condition assessment of the District's WWTP. The assessment provided a prioritized improvement plan for the District. Issues addressed to improve the reliability of the most critical facilities included: redundancy, capacity, maintainability, safety, regulatory compliance, and opportunities for system improvements/technologies that would significantly lower operating costs. The treatment facility assessment included a variety of plant components with particular emphasis on evaluation of the headworks, influent pumps, clarifiers, filter feed pumps, biofilter/biotower, UV disinfection, and solids digestion. Follow-on services included evaluation of a range of alternatives for upgrading the capacity of the influent pump station and providing equalization storage and evaluation of options for using floating islands to improve denitrification in the discharge wetlands.

Wyatt Troxel

Process Lead

Wyatt Troxel is a mentor, educator, practiced scientist, technology applicator, facility manager, and consulting advisor to the water/wastewater industry. He has more than 50 years of experience in wastewater system management, optimization, and technical advisement. His academic background is in aquatic microbiology, chemistry, and physical sciences, and he achieved certification in California as a Grade IV Operator (1974) and has held a license as a Grade V Operator since 1985. Wyatt is a recognized expert in natural and advanced biological treatment and systemic assessment of wastewater collection, primary/secondary treatment, disinfection, and advanced treatment facilities. He is considered by his clients to be an expert in biological and chemical treatment of organic and nitrogen-based wastes and has facilitated complex compliance programs and process optimization for hundreds of facilities throughout the US. He has developed, provided technical support, and administered several successful, complex process and capital improvement programs over the past 35 years, including those for Chino Basin Municipal Water District (now Inland Empire Utilities Agency), City of Los Angeles, City of Stockton, and Monterey One Water. He has also been responsible for numerous technical programs for capital upgrades, energy management, chemical resources, staff development, regulatory compliance, capacity optimization, odor control, and safety.

EXPERIENCE

500+ Treatment Planning and Implementation Projects, Nationwide, CA, NV, AZ, FL, NC, GA, CO, UT, ID: Wyatt's experience includes more than 500 projects involving the planning and implementation of innovative solutions for complex technical and environmental problems. He routinely engages in troubleshooting of biological and chemical treatment systems, with emphasis on application of scientific principles and broad process experience to resolve performance issues.

Energy and Chemical Resources Advisor, Statewide, CA: Since early 2000, Wyatt has been a top-level advisor to numerous facilities in California for the conservation of energy and chemical resources. Assisting and supporting statewide utility management companies and programs, he has applied scientific principles and high-level technologies to assist over 100 facilities in reducing cost of operation, increasing process performance reliability, improving asset management and life-cycle investments, and reducing demands on capital improvement programs and rates.

Optimization Control Strategist, Statewide, CA: Wyatt has developed and implemented numerous analytical procedures and control strategies that involve the optimization of existing systems coupled with additional methods for biological and chemical control in collection systems and treatment processes. In most applications, the control strategies were integrated with the optimization of other biological and chemical processes.



STAFF TITLE: Principal Technology Strategist

YEARS OF EXPERIENCE: 50

CERTIFICATIONS

- State Water Resources Control Board Grade IV and V (GV-2237) Wastewater Operator Certificate, California

EDUCATION

- BS, Aquatic Microbiology, Chemistry, University of California, Riverside

PROFESSIONAL AFFILIATIONS

- California Association of Sanitation Agencies (CASA)

Treatment Operator Teaching and Authorship, Statewide,

CA: Since 1987, Wyatt has provided training and guidance to more than 1,000 operators and staff. He has authored California Water Environmental Association Operator study guides and contributed to “MOP 11, Wastewater Treatment Plant Operations” published by the Water Environment Federation.

Chief of Operations/Assistant General Manager, Chino Basin Municipal Water District/Inland Empire Utilities Agency, Chino, CA:

Beginning in 1985, Wyatt was an active representative and participant in developing the technical components of numerous process improvement and compliance programs. As a process specialist with significant scientific grounding in biology and chemistry, he helped guide the formation of technically-based control strategies and technologies to protect the performance integrity of the key treatment processes in secondary and tertiary level POTWs.

Laboratory Director/Start-up Team Leader, Tahoe-Truckee Sanitation Agency, Truckee, CA:

In 1978, during the start-up of the State-of-the Art facility at Tahoe-Truckee Sanitation Agency, Wyatt was responsible for leading the troubleshooting, optimization, and integration of many new and previously untried and advanced technologies for ultra-high-level treatment processes. These included pure oxygen biological treatment with on-site generation of oxygen for a small facility, lime-soda softening for phosphorus removal, carbon absorption of trace BOD, ion-exchange for ammonia removal, ammonia removal-recovery process (ARRP), breakpoint chlorination, and ammonia stripping of digester filtrate. This included the development of over 60 new analytical procedures for laboratory analysis and process control.

ENVIRONMENTAL POLICY HISTORY

- Past President/Director, Inland Empire Utilities Agency
- Past President Director, National Water Research Institute
- Past Commissioner, Santa Ana Watershed Project Authority
- Past Director, Chino Basin Joint Finance District
- Past Vice-Chair, One Water-One Watershed
- Past Commissioner, Chino Desalting Authority
- Past Director, Metropolitan Water District of Southern California

Douglas O'Brien, BOC®, CEM

Energy Lead

Doug is a Certified Energy Manager with over 15 years of experience supporting public agencies with energy management, project development, and implementation. Doug recently provided business development and project management services for The Clean Coalition, a non-profit organization dedicated to accelerating the transition to renewable energy and a modern grid. Doug also worked as a Program Manager with The Energy Coalition (TEC). He contributed to the development and implementation of the Southern California Regional Energy Network, a CPUC-funded program established to help local governments throughout Southern California identify and implement energy efficiency projects. Before joining TEC, he was Energy Projects Coordinator for the Ventura County Regional Energy Alliance, focused on providing energy efficiency project development for local governments throughout Ventura County. Douglas has extensive experience in energy management, data analysis, financial analysis, competitive strategy, product development, and marketing.

EXPERIENCE

Clean Coalition, Distributed Energy Resources Program, CA: Business Development/Program Manager.

Feasibility Study and Preliminary System Design for the Emergency Response

Center, Los Angeles Community College District, CA: He secured a contract to complete a feasibility study and preliminary system design for the District's Emergency Response Center at their Downtown Los Angeles offices. The system is intended to replace the existing diesel generators with a battery system to provide 8 hours of operation so the emergency response team can complete an orderly shut down of core systems and transfer operations to the offsite facility outside of the downtown area.

Feasibility Study and Preliminary System Design, City of Camarillo, CA: He secured a contract to complete a feasibility study and preliminary system design for the creation of microgrids at 5 of the cities facilities; City Hall, Police Station, Public Works Yard, Wastewater Treatment Plant, and the Library. The microgrid specification address energy for daily operation, peak demand reduction and indefinite backup for critical system in case of a black sky event.

Southern California Regional Energy Network (SoCalREN), Southern California,

CA: Contributed to the design and launch of the SoCalREN program, which mission is to help public agencies identify, prioritize, and execute on energy projects. As Program Manager, he enrolled over 20 agencies into the program and led the development and implementation of over 100 energy projects from 2013 to 2016. Total energy saved since these projects were completed is over 16 GWh. In this role he managed a team of Project Managers, Project Associate, consultants, contractors, and participating agencies staff. He initiated his first Distributed Energy Resource project for the Oxnard Harbor District's Shore Side Power System. Through SCE's SGIP program he recruited Telsa to install a 4 MWh battery system to provide peak shaving during SCE peak demand period.



STAFF TITLE: Energy Program Manager

YEARS OF EXPERIENCE: 29

CERTIFICATIONS

- Certified Energy Manager
- Building Operator Certification Level 1

EDUCATION

- BA, History, Grinnell College, Grinnell, IA
- MBA, Yale University, School of Management, New Haven, CT

PROFESSIONAL AFFILIATIONS

- Association of Energy Engineers

Jane Costello, PE

Project Engineer

Jane Costello has over 23 years of consulting engineering experience as a project manager and technical design engineer for water and wastewater treatment plants, pumping stations, and other infrastructure improvement projects. She has designed treatment processes and equipment for headworks, primary and secondary clarifiers, aeration basins, disinfection, and chemical handling and storage facilities. She routinely leads multi-disciplinary teams on projects through the preliminary design, preparation of plans, specifications, and cost estimates phases as well as providing engineering support during bid and construction phases. Early in her career, she was the resident engineer on two large water treatment plants and pumping station facilities, which provided great insight into designing for future use by operations and maintenance staff. Jane has worked at wastewater treatment plants as a wastewater laboratory, industrial pretreatment, and NPDES permitting manager.

EXPERIENCE

Metropolitan Biosolids Center (MBC) Chiller Replacement, City of San Diego,

CA: Prepared plans, specifications, and cost estimates for chilled water primary and secondary pumps and ancillary equipment as part of the overall MBC Chiller Replacement.

4S Ranch Water Reclamation Facility Bar Screen Replacement, Olivenhain

Municipal Water District, Encinitas, CA: Prepared a bar screen equipment evaluation to add a second bar screen to the existing headworks of the plant. Only screening and washing equipment that retained the high level of performance expected by District staff was reviewed. A recommendation for a new screen and modifications for installation in to the second bar screen channel were made in a Technical Memorandum to the District.

Meadowlark Water Reclamation Facility, Vallecitos Water District, San Marcos,

CA: Project Manager for as needed contract. Task included improvements to a chlorine gas storage and handling facility to meet CalARP requirements.

Bear Creek Wastewater Treatment Plant, San Lorenzo Valley Water District,

Boulder Creek, CA: Project Manager for a treatment plant optimization project to assist the District staff in meeting the nitrogen reduction at its wastewater treatment plant as required by its Wastewater Discharge Permit. Jane developed the treatment plant process recommendations and a protocol for process testing, including oversight of process improvements. A status report, which included process optimization recommendation, was written for the District to submit to the Regional Board.

San Luis Rey Water Reclamation Facility Major Plant Upgrades, Phase 1, City

of Oceanside, CA: Project Manager for design of a plant upgrade project involving replacement of influent and effluent aeration tank gates, 30-inch steel clarifier transfer pipes, and plant water supply piping. The project also included concrete rehabilitation



STAFF TITLE: Principal Engineer II

YEARS OF EXPERIENCE: 23

PROFESSIONAL REGISTRATIONS

- Professional Civil Engineer, California No. 82185
Arizona No. 48557

EDUCATION

- MS, Civil Engineering, University of Minnesota, Twin Cities
- BS, Chemistry, University of Wisconsin

PROFESSIONAL AFFILIATIONS

- California Water Environment Association (CWEA)
- Water Environment Federation (WEF)

of the aeration tank influent channel and demolition of miscellaneous piping and appurtenances in the plant galleries. The design plans and specifications included construction sequencing, bypass pumping plans, and a maintenance of plant operations specifications.

Odor Control Study, City of Oceanside, CA: Project Manager for a collection system odor study and chemical usage report for the City. The City's wastewater disposal system consists of gravity sewers, force mains, 22 lift stations, two wastewater treatment plants and an ocean outfall. The study documented odor "hot spots" using pressure testing and hydrogen sulfide gas monitoring. Chemical usage in the collection system as well as at the plants was analyzed and quantified. The performance of the odor scrubber was also evaluated. The study confirmed the City's chemical usage at the plant for hydrogen sulfide reduction and its use and location of collection system chemicals for odor mitigation.

Santa Margarita Wastewater Treatment Plant Secondary Clarifier and Miscellaneous Improvements, Ramona Municipal Water District, Ramona, CA: Project Manager and Lead Design Engineer for this project, which included adding one new 90-foot clarifier, modifications to the activated sludge splitter box to the clarifiers, RAS pumps, and piping.

Major Plant Rehab Chemical Feed System, Encina Wastewater Authority, Carlsbad, CA: Project Manager for the design of several chemical feed systems, including hypochlorite and caustic solution, for odor scrubbers at the Encina plant. Produced plans and specifications detailing the replacement of pumps and accessories, chemical piping, a pipe trench, and restoration of concrete in the containment area.

Miscellaneous Plant Rehabilitation Projects, Encina Wastewater Authority, Carlsbad, CA: Project Manager for fiscal year 2013 Major Plant Rehab, including cooling water strainer, filter drain and roof safety equipment. Project elements included the installation of an automatic strainer on the Encina 3WLC water line that sends cooling water to the cogeneration operation. Engineering services during construction included submittal review, RFI response, potential change order review, and coordination with Encina staff and the electrical design engineer.

Septage Receiving Station, Coachella Valley Water District, Coachella, CA: Project Manager for construction engineering office services for this septage receiving project at the Water Reclamation Plant No. 10 plant. Project elements included a building addition to house a grinder, bar screen, wash presses, grit classifiers, and grit conveyors. Engineering services included submittal review, RFI responses, potential change order review, and coordination with electrical and structural engineer, including structural inspection scheduling.

Headworks/Hydraulic Improvements, City of Moorhead, MN: Design Engineer. Prepared plans and specifications for new hydraulic structures, an equalization basin, pump station, and new grit pumping equipment.

Moving Bed Biofilm Design and Construction, City of Moorhead, MN: Design Engineer for aeration system for a moving bed biofilm reactor basin for nutrient removal. Provided engineering services during construction.

Pecan Creek Water Reclamation Facility, City of Denton, TX: Lead Design Engineer for a 21 mgd raw wastewater influent pump station, three new 100-foot diameter clarifiers, and rehabilitation of three other clarifiers. The clarifier rehabilitation included specifying the clarifier mechanism, coating, inlet piping, scum beach, skimmer, sludge scraper, and walkway.

Massard Wet Weather Improvements, City of Fort Smith, AR: Lead Design Engineer for a 20 mgd raw water influent pump station, retrofit of a RAS pump station, and new and rehabilitation of secondary and primary clarifiers.

P Street Wet Weather Improvements, City of Fort Smith, AR: Lead Design Engineer for a 24 mgd secondary effluent vertical turbine pump station, primary and secondary clarifier upgrades, splitter box, and hydraulic gate modifications. Prepared a full hydraulic model for the plant in Excel using surveyed surface water elevations.

Bulk Chlorine Chemical Handling Improvements, Dallas Water Utilities, City of Dallas, TX: Construction office services for bulk chlorine retrofit at 200 mgd wastewater treatment plant.

Buckskin Wastewater Treatment Plant Improvements, City of Parker, AZ: Prepared a Preliminary Engineering Report for Rural Development Funding for this resort community's wastewater treatment plant with a critical peaking factor.

River Falls Water Reclamation Facility, River Falls Municipal Utilities, River Falls, WI: Managed the construction phase of \$3.1 million wastewater treatment retrofit of grit pumps, grit tanks, a secondary clarifier, and RAS pumping.

Wastewater Treatment Plant Facility Plans, City of Duluth and Metropolitan Council Environmental Services, St. Paul, MN: Project Manager or Task Lead for three facility plans, involving hypochlorite conversion from chlorine gas and sludge screening and disinfection improvements.

Charles Hardy, PE, QSP/QSD

Project Engineer

Charles Hardy is an environmental engineer with a focus on water quality permit applications and compliance, wastewater, recycled water, and potable water system planning and design and in wastewater process modeling. Charles routinely performs both project management and technical tasks for planning of various water resource projects and has a proven ability to work cooperatively with client staff and project team members to meet strict regulatory criteria. Much of Charles' work is for clients with long-term contracts, requiring multiple different studies, thus requiring a thorough knowledge of the available information and needs of each client. Charles is proficient in a variety of technical software, including AutoCAD; ArcMap; the U.S. Army Corps of Engineers' Hydrologic Engineering Center (HEC) products; and various stormwater, water, and wastewater system modeling products, including BioWin. Charles also regularly uses MS Excel and statistics add-ons to perform complex data analyses. His work has also included preparing a number of studies in association with wastewater discharge permits such as: Reasonable Potential Analyses, treatment feasibility studies, local limits studies, pollution prevention plans and source control studies, salinity evaluation and minimization plans, and Reports of Waste Discharge. He has performed analyses for a number of projects using agricultural lands for effluent reuse including the development of: comprehensive water balances for complex reuse sites to assess water use efficiency; specialty spreadsheet tools for biosolids and water reuse management; Best Practicable Treatment or Control (BPTC) plans and nutrient management plans for land application of recycled water, biosolids, and food processing wastewater; and Title 22 Engineering Reports for water reuse.

EXPERIENCE

Wastewater Treatment Master Plan, City of Modesto, CA: Project Engineer for several wastewater treatment plant evaluation tasks for the City's Wastewater Treatment Master Plan. This \$1.8 million project involved evaluating the needs of the City's two wastewater treatment plants (Sutter Avenue Plant and Jennings Road Plant). With an average dry weather flow capacity of approximately 35 mgd, the Sutter Avenue Plant provides primary treatment and solids processing for the City's municipal wastewater, and the Jennings Road Plant provides secondary treatment, effluent filtration, and disinfection of the City's municipal wastewater, and also has an effluent storage facility and a land application system for discharge of treated municipal effluent, cannery process water, and biosolids. Assisted with preparing a detailed water balance analysis for the City's storage and irrigation facilities to identify the long-term needs given planned reuse operation changes; identification and evaluation of treatment alternatives; and development of a strategic plan for addressing potential future discharge requirements.

Wastewater Treatment and Biosolids Facilities Master Plan, Dublin San Ramon Services District, Dublin, CA: Project Engineer for development of a comprehensive Wastewater Treatment and Biosolids Facilities Master Plan to identify the major



STAFF TITLE: Senior Engineer II

YEARS OF EXPERIENCE: 17

PROFESSIONAL REGISTRATIONS

- Professional Civil Engineer, California No. 71015
- Qualified SWPPP Practitioner and Developer, Certificate No. 00431

EDUCATION

- MS, Civil and Environmental Engineering, Stanford University
- BS, Chemical Engineering, Yale University

PROFESSIONAL AFFILIATIONS

- California Water Environment Association
- Central Valley Clean Water Association

improvements needed through the 2035 planning horizon. West Yost is assisting the District in long-term planning for addressing (a) increasing demands for the District's recycled water, including recent interest in direct and/or indirect potable reuse; (b) future nutrient removal requirements; and (c) biosolids disposal/reuse opportunities. Tasks included preparing Master Plan evaluations and sections describing existing and potential future water quality and air regulatory requirements, expanded recycled water and potable reuse alternatives, and recommended capital improvement program, and executive summary.

Wastewater Treatment Plant Facilities Planning, City of Galt, CA: Project Engineer for facilities planning of the City's Wastewater Treatment Plant. Natural and conventional treatment alternatives have been evaluated to meet increasingly stringent effluent discharge requirements. Developed a BioWin modeling analysis of oxidation ditch treatment alternatives to support evaluation of potential biological treatment alternatives, to support the Wastewater Facilities Master Plan prepared by West Yost. Work also included evaluating alternatives for long-term management of the City's biosolids land disposal system, including preparation of an Arsenic Management Plan. For the Arsenic Management Plan, comprehensive mass balance spreadsheets (water supply through wastewater liquids and solids treatment and disposal) were created to evaluate impacts of the various land disposal alternatives, including changing operations of the City's potable water supply system.

Wastewater Treatment Plant Performance Analysis, South Suburban Sanitary District, Klamath Falls, OR: Project Engineer for evaluating near-term improvements to the pond-based treatment and chlorine disinfection process at the District's Wastewater Treatment Plant. The evaluation defined WWTP improvement alternatives that would maintain the current effluent water quality in compliance with State of Oregon requirements, while emphasizing approaches for energy management. Prepared Excel-based models of pond treatment alternatives and assisted in preparing analysis report.

Lake Berryessa Resort Improvement District, Wastewater Treatment Plant Facilities Assessment and Report of Waste Discharge, Napa County, CA: Project Engineer for preparing an evaluation of storage and disposal of treated effluent at the District's wastewater treatment facility (WWTF). The work completed involved the development of a detailed water balance analysis for the pond-based wastewater treatment system and irrigation disposal site, including a review and revisions to a previous water balance prepared for the District by others. While significant changes were recommended to the assumptions used in the previous water balance, the results of the water balance were found to be similar. The

revised analysis nevertheless provided a stronger technical justification for recommended improvements to the WWTF. Following completion of the water balance analysis, a Report of Waste Discharge was prepared to apply for revised Waste Discharge Requirements that account for improvements at the WWTF.

BioWIN Process Modelling, Design-Build Wastewater Treatment Plant Improvements, City of Davis, CA: Project Engineer for the development of a calibrated BioWIN model of the City's recently constructed Modified Ludzack-Ettinger (MLE) treatment process. Work included developing a comprehensive sampling plan, coordination of sampling efforts, and development of a calibrated model. Ongoing work includes working with the City to use the model to assess potential operational changes to optimize performance.

Sheridan Water and Wastewater Capacity Evaluation, Placer County, Sheridan, CA: Project Engineer for evaluating existing capacities of a pond-based wastewater treatment and land application system for the unincorporated community of Sheridan, owned and operated by Placer County. Established capacities were evaluated against the ability of the systems to accommodate additional wastewater flows and loads from a proposed residential mobile home park development. Evaluated Excel-based pond treatment models of various scenarios, including dredging maintenance, baffling improvements and aeration improvements. Excel-based water balance models were also evaluated to determine the capacity of the treated effluent storage and disposal system. Additional disposal capacity was found to be needed and could be achieved with enhanced evaporation in the storage ponds.

Local Limits Re-Evaluation, Silicon Valley Clean Water, Redwood City, CA: Project Manager and Engineer for developing technically based local limits for 29 million gallon per day average dry weather flow wastewater treatment facility, following USEPA methodology and in accordance with NPDES permit requirement. Tasks included reviewing Agency's existing local limits codes; analyzing wastewater influent, process, and industrial user data for 20 constituents of concern; and providing comprehensive project report to Agency with updated local limits and recommendations for allocating and implementing the updated local limits.

On-Site Reuse Permitting for Commercial Campus, West Bay Sanitary District, Menlo Park, CA: Project Engineer for developing local limits and industrial permit conditions for discharge of residuals to District's collection system from planned on-site reuse treatment system for a commercial campus. Local limits were established for Total Dissolved Solids to protect the ability of the District to reuse downstream wastewater flows.



Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

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

SUBJECT: **Cash Contract No. 503 – Tierra Contracting, Inc.
Sewer Main Point Repairs**

DATE: July 19, 2022

REQUESTED ACTION: That the Board approve and execute Cash Contract No. 503 between the District and Tierra Contracting, Inc for three separate point repairs within the District's sewer collection system.

FUNDING SOURCE: Account 5690, Collection System Maintenance

BACKGROUND: The District is a participating member in the California Uniform Public Construction Cost Accounting Act (CUPCCA) following adoption of Board Resolution R-294 in May 2016. This program allows for negotiated contracting for projects valued less than \$60,000. The District may contract with any company on its list of qualified contractors under this program.

Routine CCTV inspection within the collection system identified three gravity sewer segments with serious structural defects that are limited to a single joint or a short section of pipe. In these cases, a point repair is typically the most appropriate remedial response. District staff requested an informal bid to complete the three point repairs from Tierra Contracting, Inc. (Tierra). Tierra is on the District's CUPCCA contractor list and has successfully completed many similar projects for the District.


Cash Contract No. 503 was prepared to engage Tierra to complete the force main realignment project. Price proposals for each repair are attached to the agreement, with a combined total contract price of \$42,100. If authorized, the work would be completed within 30 working days following issuance of a Notice to Proceed. The form of agreement is based on the District's standard contract for public works construction.

RECOMMENDATION: Staff recommends that the Board approve and execute Cash Contract No. 503 between the District and Tierra Contracting, Inc for three sewer point repairs.

SUGGESTED MOTION: I move that the Board approve and execute Cash Contract No. 503 between the District and Tierra Contracting, Inc for three sewer point repairs.

M_____ S_____

Ayes:_____ Nays:_____ Abstentions:_____

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

Attachments: Cash Contract No. 503

CASH CONTRACT NO. 503

PUBLIC WORKS CONTRACT BETWEEN THE CARPINTERIA SANITARY DISTRICT AND TIERRA CONTRACTING, INC.

This CONTRACT is entered into this 19th day of July, 2022, by and between the CARPINTERIA SANITARY DISTRICT, a special district ("the District") and Tierra Contracting, Inc. ("the Contractor").

1. WORK.

- A. The Contractor will provide all work required by the Contract Documents (the "Work"). Specifically, the Work includes three discrete point sewer repairs within the District's service area. The Contractor agrees to do additional work arising from changes ordered by the District in accordance with the Contract Documents.
- B. The Contractor and the District agree to abide by the terms and conditions contained in the Contract Documents;
- C. The Contractor will furnish all of the labor; supplies and materials; equipment; printing; vehicles; transportation; office space and facilities; all tests, testing and analyses; and all matters whatsoever (except as otherwise expressly specified to be furnished by the District) needed to perform and complete the Work and provide the services required of the Contractor by the Contract Documents.
- D. "Contract Documents" means the Notice Inviting Bids; Instructions to Bidders; Supplementary Instructions to Bidders; Proposal; this Contract; Standard Specifications; Supplementary Conditions; Exhibits; Technical Specifications; List of Drawings; Drawings; Addenda; Notice to Proceed; Change Orders; Notice of Completion; and all other documents identified in the Contract Documents which together form the contract between the District and the Contractor for the Work. The Contract Documents constitute the complete agreement between the District and the Contractor and supersede any previous agreements or understandings.

2. CONTRACT SUM. The District agrees to pay the Contractor a sum not to exceed forty-eight thousand nine hundred seventy-five dollars (\$42,100) for the Work in the manner set forth in the Contract Documents. The District may adjust this amount as set forth in the Contract Documents.

3. TIME FOR PERFORMANCE.

- A. The Contractor will fully complete the Work within 30 working days (the "Contract Time.")
- B. The Contract Time will commence when the District issues a notice to proceed. The Contract Documents will supersede any conflicting provisions included on the notice to proceed issued pursuant to this Contract.
- C. The Contractor may not perform any Work until:
 - i. The Contractor furnishes proof of insurance as required by the Contract Documents; and
 - ii. The District gives the Contractor a written, signed, and numbered purchase order and notice to proceed.
- D. By signing this Contract, the Contractor represents to the District that the Contract Time is reasonable for completion of the Work and that the Contractor will complete the Work within the Contract Time.
- E. Should the Contractor begin the Work before receiving written authorization to proceed, any such Work is at the Contractor's own cost and risk.

4. DISPUTES. Disputes arising from this contract will be determined in accordance with the Contract Documents and Public Contracts Code §§ 10240-10240.13.

5. THIRD PARTY CLAIMS. In accordance with Public Contracts Code § 9201, the District will promptly inform the Contractor regarding third-party claims against the Contractor, but in no event later than 10 business days after the District receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of the Contract Documents. As more specifically detailed in the Contract Documents, the Contractor agrees to indemnify and defend the District against any third-party claim.

6. TAXPAYER IDENTIFICATION NUMBER. The Contractor will provide the District with a Taxpayer Identification Number.

7. PERMITS AND LICENSES. Unless otherwise provided, the Contractor, at its sole expense, will obtain and maintain during the Contract Time, all necessary permits, licenses, and certificates that may be required in connection with the Work.

8. OWNERSHIP OF DOCUMENTS. All documents, data, studies, drawings, maps, models, photographs and reports prepared by the Contractor under the Contract Documents are the District's property. The Contractor may retain copies of said documents and materials as desired, but will deliver all original materials to the District upon the District's written notice.

9. INDEMNIFICATION. The Contractor agrees to indemnify, defend, and hold the District harmless as set forth in the Contract Documents. The requirements as to the types and limits of insurance coverage to be maintained by the Contractor as required by the Contract Documents, and any approval of such insurance by the District, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract Documents, including, without limitation, to the provisions concerning indemnification.

10. INDEPENDENT CONTRACTOR. The District and the Contractor agree that the Contractor will act as an independent contractor and will have control of all work and the manner in which it is performed. The Contractor will be free to contract for similar service to be performed for other employers while under contract with the District. The Contractor is not an agent or employee of the District and is not entitled to participate in any pension plan, insurance, bonus or similar benefits the District provides for its employees. Any provision in this Contract that may appear to give the District the right to direct the Contractor as to the details of doing the work or to exercise a measure of control over the work means that the Contractor will follow the direction of the District as to end results of the work only.

11. AUDIT OF RECORDS. The Contractor will maintain full and accurate records with respect to all services and matters covered under this Contract. The District will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. The Contractor will retain such financial and program service records for at least three years after termination or final payment under the Contract Documents.

12. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

The District

General Manager
Carpinteria Sanitary District
5300 Sixth Street
Carpinteria, CA 93013

The Contractor

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

Any such written communications by mail will be conclusively deemed to have been received by the addressee three days after deposit thereof in the United States Mail,

postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

13.NO THIRD PARTY BENEFICIARY. This Contract and every provision herein is for the exclusive benefit of the Contractor and the District and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor's or the District's obligations under this Contract.

14.INTERPRETATION. This Contract was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this Contract will be in Santa Barbara County.

15.EFFECT OF CONFLICT. In the event of any conflict, inconsistency, or incongruity between any provision of the Contract Documents, precedence will be as follows:

- A. This Contract;
- B. The Standard Specifications; and
- C. Precedence of documents as determined in the Standard Specifications.

16.SEVERABILITY. If any portion of the Contract Documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Contract will continue in full force and effect.

17.AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Contract and to engage in the actions described herein. This Contract may be modified by written amendment. The District's General Manager, or designee, may execute any such amendment on the District's behalf.

18.ELECTRONIC SIGNATURES. This Contract may be executed by the Parties on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the Parties notwithstanding that all the Parties are not signatories to the same counterpart. In accordance with Government Code §16.5, the Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

19. COVENANTS AND CONDITIONS. The parties agree that all of the provisions hereof will be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

20. CAPTIONS. The captions of the paragraphs of this Contract are for convenience of reference only and will not affect the interpretation of this Contract.

21. TIME IS OF ESSENCE. Time is of the essence for each and every provision of the Contract Documents.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CARPINTERIA SANITARY DISTRICT

TIERRA CONTRACTING, INC.

Craig Murray, P.E.
General Manager

Blair Douglas
President

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

PROPOSAL

TIERRA
CONTRACTING

LIC# 416114
DIR# 1000008320

Phone: (805) 964-8747

Fax: (805) 964-4438

Proposal: 2022 082

Date: 6/7/2022

To:	Project:
CARPINTERIA SANITARY DISTRICT Attn: Matt Oliver 5300 6 th Street Carpinteria, CA 93013	Sewer Point Repair

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

SCOPE OF WORK

4767 Sterling Way Sewer Point Repairs

4767 Sterling Way: Saw Cut and remove sidewalk panel, excavate and repair 4" VCP Pipe, with SDR 35 PVC and Strong Backs. Base back fill compacted to 95% and replace concrete sidewalk.

Total Cost = \$ 6,780

Proposal includes: Traffic Control, Saw Cutting, AC Concrete Removal, Dewatering, Sewer Bypass, Spoils Off Haul, and Replacement Concrete and Asphalt. All work will be done per the City of Carpinteria Road Encroachment Permits

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

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

Acceptance:

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

Owner

TIERRA CONTRACTING, INC.

By 

BILL PARKER

Date _____

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

PROPOSAL



LIC# 416114
DIR# 1000008320

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

Proposal: 2022 082

Date: 6/7/2022

To:	Project:
CARPINTERIA SANITARY DISTRICT Attn: Matt Oliver 5300 6 th Street Carpinteria, CA 93013	Sewer Point Repair

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

SCOPE OF WORK

5157 Ogan Road Point Repair

5157 Ogan Road: Saw Cut and remove existing driveway panel and excavate and repair 6" wye, place 3/4" rock around the pipe zone, base back fill, and replace concrete driveway.

Total Cost = \$11,870

Proposal includes: Traffic Control, Saw Cutting, AC Concrete Removal, Dewatering, Sewer Bypass, Spoils Off Haul, and Replacement Concrete and Asphalt. All work will be done per the City of Carpinteria Road Encroachment Permits

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

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

Acceptance:

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

Owner

Date

TIERRA CONTRACTING, INC.

By 

BILL PARKER

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

PROPOSAL

TIERRA
CONTRACTING

LIC# 416114
DIR# 1000008320

Phone: (805) 964-8747

Fax: (805) 964-4438

Proposal: 2022 082

Date: 6/7/2022

To:	Project:
CARPINTERIA SANITARY DISTRICT Attn: Matt Oliver 5300 6 th Street Carpinteria, CA 93013	Sewer Point Repair

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

SCOPE OF WORK

Eleanor Dr / Chaney Ave Point Repair

Eleanor Dr / Chaney Ave: Set up traffic control, saw cut and remove existing asphalt, excavate, and dewater the pit. Set up bypass as needed and replace 15 LF of 6" VCP with 6" SDR 35 install ¾" rock around the pipe zone and 1 sack slurry backfill. Repave per the City of Carpinteria standards

Total Cost = \$23,450

Proposal includes: Traffic Control, Saw Cutting, AC Concrete Removal, Dewatering, Sewer Bypass, Spoils Off Haul, and Replacement Concrete and Asphalt. All work will be done per the City of Carpinteria Road Encroachment Permits

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

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

Acceptance:

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

Owner

TIERRA CONTRACTING, INC.

By 

BILL PARKER

Date

**CARPINTERIA SANITARY DISTRICT
PUBLIC WORKS DEPARTMENT
STANDARD SPECIFICATIONS**

Except as modified by these Standard Specifications, the provisions of the latest edition of the "Standard Specifications for Public Works Construction" ("Greenbook") and its supplements prepared and promulgated by the Southern California Chapters of the American Public Works Association and the Associated General Contractors of America, constitute the Standard Specifications for this project. **THESE STANDARD SPECIFICATIONS ARE INTENDED TO, AND DO, TAKE PRECEDENCE OVER ANY CONFLICTING PROVISION OF THE GREENBOOK.**

1. NUMBERING OF SECTIONS

The numbering of these Standard Specifications is NOT intended to conform with the Greenbook. Rather, the numbering is specific for these Standard Specifications. As noted at the outset, however, the provisions contained within these Standard Specifications supersede any conflicting clauses within the Greenbook and govern the contractual relationship between the Parties.

2. MODIFICATIONS

To the extent that the provisions of the Contract Documents conflict with the Green Book, the Contract Documents take precedence.

3. DEFINITIONS

Unless the contrary is stated or clearly appears from the context, the following definitions will govern the construction of the words and phrases used in these Standard Specifications.

Acceptance – The date on which the Board of Directors accepts the Work as complete.

Architect, Design Engineers, Soils Engineer, Structural Engineers – Advisors employed by the District.

Bidder – Any individual, firm, partnership, corporation, or combination thereof, submitting a proposal for the work contemplated, acting directly or through a duly authorized representative.

Compensable Delay – a delay entitling the Contractor to an adjustment of the Contract Sum and an adjustment of the Contract Time in accordance with this Agreement.

Due Notice – A written notification, given in due time, of a proposed action where such notification is required by the contract to be given a specified interval of time (usually 48

hours or two working days) before the commencement of the contemplated action. Notification may be from General Manager to Contractor or from Contractor to General Manager.

Public Works Director – The General Manager, or designee. Unless otherwise provided, all correspondence and decisions made relative to the contract will be by the General Manager, or designee.

PCC – California Public Contract Code.

Prompt – The briefest interval of time required for a considered reply, including time required for approval of a governing body.

☐ (Check if applicable) State Standard Specifications - State of California Standard Specifications (<https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>).

Working Days – A working day is defined as any day, except Saturdays, Sundays, legal holidays and days when work is suspended by the Public Works Director.

4. ABBREVIATIONS

AAN	American Association of Nurserymen
AGC	Associated General Contractors of America
AISC	American Institute of Steel Construction
APWA	American Public Works Association
ASA	American Standard Association
ASME	American Society of Mechanical Engineers
IEEE	Institute of Electric and Electronic Engineers
NEC	National Electric Code
Greenbook	The most current edition of the Standard Specifications for Public Works Construction, and subsequent supplements prepared by Public Works Standards, Inc.
WATCH	Work Area Traffic Control Handbook
SPPWC	Standard Plans for Public Works Construction by the American Public Works Association
SSPWC	Standard Specifications for Public Works Construction by the American Public Works Association

5. ACCESS TO PROJECT SITE

Not later than the date designated in the District Notice to Proceed, the District will provide access to the real property and facilities upon which the Work is to be performed, including access to real property and facilities designated in the Contract Documents for the Contractor's use.

6. SUBCONTRACTOR LISTING

Except as provided in PCC §§ 4100, *et seq.*, each bidder will file with its bid the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid. Only one subcontractor will be listed for each portion of the work, which portion will be defined in the bid. In each instance, the nature and extent of the work to be sublet will be described. The failure of the Contractor to specify a subcontractor, or the listing of more than one subcontractor for the same portion of the work, constitutes an agreement by the Contractor that it is fully qualified to perform that portion itself and that it will perform that portion itself.

The Contractor must have the Board of Directors's written consent to substitute a subcontractor other than that designated in the original bid, to permit any subcontract to be assigned or transferred, or to allow a subcontract to be performed by other than the original subcontractor.

Subcontracting of work for which no subcontractor was designated in the original bid, and which is more than one-half of one percent of the work, will be allowed only in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Board of Directors setting forth the facts constituting the emergency or necessity.

Violation of any of the above provisions will be considered a breach of the Contract, and the District may terminate the Contractor's control over the Work, cancel the contract, or assess the Contractor a penalty of not more than 10 percent of the subcontract involved.

All persons engaged in the work, including subcontractors and their employees will be considered as employees of the Contractor. The Contractor will be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and the coordination of all portions of the Work. The District will deal directly with, and make all payments to, the prime Contractor.

When subcontracted work is not being prosecuted in a satisfactory manner, the Contractor will be notified to take corrective action. The General Manager may report the facts to the Board of Directors. If the Board of Directors so orders, and on receipt by the Contractor of written instructions from the General Manager, the subcontractor will be removed immediately from the Work. That subcontractor will not again be employed on the Work.

If licensure or proper licensure is controverted, then proof of licensure pursuant to this section must be made by production of a verified certificate of licensure from the Contractors' State License Board which establishes that the individual or entity bringing the action was duly licensed in the proper classification of contractors at all times during the performance of any act or contract covered by the action. Nothing in this subdivision requires any person or

entity controverting licensure or proper licensure to produce a verified certificate. When licensure or proper licensure is controverted, the burden of proof to establish licensure or proper licensure is on the licensee.

The Contractor will submit experience statements for each subcontractor who will perform contract work that amounts to more than 10% of the Work.

7. CONTRACT BONDS

The Faithful Performance Bond and the Labor and Materials Bond must be paid and in effect for one year after the acceptance of the job by the District in accordance with the guarantee required by the Greenbook.

The term "surety bond," "guarantee," and "bond" also includes such other acceptable security, such as letters of credit or cash deposit agreements issued by responsible financial institutions, which are approved by the District Counsel. Sureties must be admitted to do business in California.

8. CONTRACT DOCUMENTS

The Contractor will maintain the following at the Work site:

- One as-built copy of the Plans and Specifications, in good order and marked to record current changes and selections made during construction. As-built plans must be submitted to the District representative for approval before the District pays a final retention amount.
- The current accepted Contract Schedule.
- Shop Drawings, Product Data, and Samples.
- Approved permits from other agencies, including Cal-OSHA permits for trench shoring.
- All other required submittals.

The Plans, Specifications, and other Contract Documents will govern the Work. The Contract Documents are intended to be complementary and cooperative and to describe and provide for a complete project. Anything in the Specifications and not on the Plans, or on the Plans and not in the Specifications, will be as though shown or mentioned in both.

Payment for any items on the plans for which there is no specific bid item will be included in the various items of work or in any item to which it is appurtenant.

If the Contractor performs any work which it knows or should know involves an error, inconsistency, or omission without notifying and obtaining written consent from the General Manager, the Contractor will be responsible for the resulting losses, including, without limitation, the costs of correcting defective work.

9. PRECEDENCE OF CONTRACT DOCUMENTS

As the figured dimensions shown on the plans and in the specifications of the Contract may not in every case agree with scaled dimensions, the figured dimensions will be followed in preference to the scaled dimensions and plans to a large scale will be followed in preference to the plans to a small scale. Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in the Contract, the Contractor will apply to the General Manager for such further explanations as may be necessary and will conform thereto as part of the Contract so far as may be consistent with the terms thereof. Any items shown on drawings and not mentioned in the specifications will be of like effect as if shown or mentioned in both.

10. ACCURACY OF PLANS AND SPECIFICATIONS

Although it is believed that much of the information pertaining to conditions and existing utilities that may affect the cost of the Work will be shown on the Plans or indicated in the Specifications, the District does not warrant the completeness or accuracy of such information.

The Contractor will carefully study and compare each of the Contract Documents with the others and with information furnished by the District and will promptly report in writing to the General Manager any errors, inconsistencies, or omissions in the Contract Documents or inconsistencies with applicable law observed by the Contractor.

The Contractor will take field measurements, verify field conditions, perform soil investigations, and carefully compare with the Contract Documents such field measurements, conditions, and other information known to the Contractor before commencing the Work. Errors, inconsistencies, or omissions discovered at any time will be promptly reported in writing to the General Manager.

11. RIGHT-OF-WAY

When the Contractor arranges for additional temporary work areas and facilities, the Contractor will provide the District with proof that the additional work areas or facilities were left in a condition satisfactory to the owner(s) of said work areas or facilities before acceptance of the work.

12. SURVEYING

The Contractor will provide for all construction surveying required to layout, monitor and complete the work. The surveying will be performed by a Land Surveyor or Civil Engineer authorized to practice land surveying by the State of California.

The Project Benchmark is shown on the plans. The Contractor will establish all necessary control lines based on the plans and record information on file with the County of Santa Barbara Surveyor.

It is the Contractor’s responsibility to protect the survey control as shown on the plans. If the survey control is destroyed or disturbed during construction, the Contractor will provide for resetting them and file appropriate documents with the County of Santa Barbara at the direction of the General Manager.

Computations, survey notes, and other data used to accomplish the work will be neat, legible and accurate. Copies of all computations, survey notes, and other data (electronic format may be required) will be furnished to the General Manager before beginning work that requires their use.

13. MEASUREMENT AND PAYMENT

Construction Survey – Unless a separate bid item is provided, payment will be considered included in the other items of the bid and no additional payment will be made therefore.

14. BASIS FOR ESTABLISHING COSTS

Regardless of ownership, the rates to be used in determining the equipment usage costs will not exceed those listed for the same or similar equipment in the California State Department of Transportation publication of Labor Surcharge and Equipment Rates effective for the period of usage.

15. MARK UP

Work by Contractor. The following percentages will be added to the Contractor’s costs and will constitute the markup for all overhead and profits.

Labor	20
Materials	15
Equipment Rental	15
Other Items and Expenditures	15

To the sum of the costs and markups provided for in this subsection, 1 percent will be added as compensation for bonding. No other formula, e.g., the Eichleay or other method, may be used to calculate daily damages for office overhead, profit, or other purported loss.

Work by Subcontractors. When all or any part of the extra work is performed by a Subcontractor, the markup established in this Section will be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

In the event that District becomes liable to Contractor for compensable delays, District agrees to pay Contractor the daily Contractor Delay Damages set forth in the Bid Form or Contractor's actual daily delay damages, whichever is less, for each day of Compensable Delay as provided for by these Contract Documents.

16. DAILY REPORTS BY CONTRACTOR

If disagreement continues regarding extra work, the Contractor may seek compensation in accordance with the Claims procedure. Daily Reports required by this subsection must be made part of the Claim as supporting data for the Claim.

17. CHANGED CONDITIONS

If the Contractor encounters concealed or unknown conditions that differ materially from those anticipated or expected ("changed conditions"), the Contractor will immediately notify the General Manager in writing of such changed conditions (upon discovery and before disturbing such changed conditions), so that the General Manager can determine if such conditions require design details that differ from those design details shown in the Contract Documents. Notwithstanding any other time period, the Contractor is liable to District for any extra costs incurred as a result of the Contractor's failure to promptly give such notice.

Changed conditions include, without limitation, the following:

- Subsurface or latent physical conditions differing materially from those represented in the Contract Documents;
- Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character being performed; and
- Material differing from what is represented in the Contract which the Contractor believes may be hazardous waste as defined in California Health & Safety Code § 25117 that is required to be removed to a Class I, II, or III disposal site in accordance with applicable law.

The General Manager will promptly investigate conditions that appear to be changed conditions. The General Manager's decision, and any dispute regarding that decision, will be made in accordance with the Greenbook except that the General Manager will render a decision promptly.

Any information provided pursuant to INFORMATION AVAILABLE TO BIDDERS is subject to the following provisions:

- The information is made available for the Bidders' convenience and is not a part of the Contract.
- The District has not determined the accuracy or completeness of such information and all such information is made available to Bidders without any representation or warranty by the District whatsoever as to its accuracy, completeness, or relevancy.
- Bidders will independently evaluate such information for their use and will be solely responsible for use or interpretation of such information. Any such use or interpretation will not be the basis of any claim against the District.

18. DISPUTED WORK

If the Contractor and the District do not reach agreement on disputed work, the District may direct the Contractor to proceed with the work. Any payment for the disputed work will be determined pursuant to the claims procedures in these Standard Specifications. Although not to be construed as proceeding under extra work provisions, the Contractor will keep and furnish records of disputed work as required by the Contract Documents.

19. INSPECTION REQUIREMENTS

Unless otherwise specified, inspection at the source of production for such materials and fabricated items as bituminous paving mixtures, structural concrete, fabricated metal products, cast metal products, welding, reinforced and unreinforced concrete pipe, application of protective coatings, and similar shop and plant operations is not required. A certificate of compliance, signed by an authorized officer of the producer, certifying compliance with the contract documents will be submitted for all of the following materials: steel pipe, sizes less than 18 inches; vitrified clay pipe; asbestos cement pipe; cast iron pipe; reinforced concrete pipe; non-reinforced concrete pipe; and PVC sewer and water pipe; subject to sampling and testing by District.

Standard items of equipment, such as electric motors, conveyors, plumbing fittings and fixtures, lumber, plywood, and so on, are subject to inspection at the job site.

All other equipment items will be inspected and tested in accordance with the contract documents.

The District does not provide full time inspection. The Contractor will provide 24-hour minimum notice for each inspection required by the work unless other arrangements have been agreed upon, in writing, with the General Manager. Any inspection required outside of

normal working hours and days, including holidays, will be at the Contractor's cost at rates established by the District.

20. INSPECTION OF MATERIALS NOT PRODUCED LOCALLY

Contractor purchased materials, fabricated items, and equipment, produced at sources located more than 50 miles outside the corporate limits of the District, and which are specified to be inspected in the Contract Documents, will be inspected by inspectors or testing laboratories arranged for and paid for by District. Report of such inspection must be submitted to the District. If any item inspected fails to meet the specified criteria, the Contractor will pay all costs for reinspection, and such costs may be deducted from payments due to the Contractor.

21. TRADE NAMES OR EQUALS

Whenever any material, product, equipment, or service is specified by brand, trade, or proprietary name, the item so specified will be deemed to be followed by the words "or equal."

For the District's consideration of a proposed "equal" item, the Bidder must submit, a minimum of 10 calendar days before the date of the bid opening, documentation of the particulars of the proposed "equal item." At a minimum, the submitted documentation will include:

- Written request with explanation of why the product should be considered as an equal product.
- Material specifications.
- Technical specifications.
- Test data.
- Samples.
- Comparison chart of key specifications of the "equal" item against similar specifications of the specified item.
- Work locations and reference telephone numbers of at least three (3) locations where the proposed "equal" item has been recently installed under similar conditions.
- Warranty data.

The Bidder will be notified by the General Manager whether or not the proposed "equal" product is acceptable to the District five calendar days before the date of the bid opening. Failure to submit all required documentation and/or submittal of incomplete documents may result in the District's rejection of the proposed "equal" product without further consideration.

22. PROTECTION

If the Contractor, while performing the Work, discovers utility facilities not identified correctly or not shown in the contract plans or specifications by the District, the Contractor will immediately notify the District and utility owner in writing.

23. RESPONSIBILITY OF UTILITY REMOVAL OR RELOCATION

The District is responsible to arrange for the removal, repair, or relocation of existing utilities located within the project limits if such utilities are not correctly identified in the contract plans or specifications by the District. The District has sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation.

24. DELAYS

Actual loss is understood to include no items of expense other than idle time of equipment and necessary payments for idle time of workers, cost of extra moving of equipment, and cost of longer hauls. Compensation for idle time of equipment and idle time of workers will be determined by these Standard Specifications and no markup will be added in either case for overhead and profit. The cost of extra moving of equipment and the cost of longer hauls will be paid for as extra work.

25. CALCULATING IDLE TIME

Equipment and worker idle time is calculated in accordance with these Standard Specifications and the Greenbook; it is based upon the actual normal working time during which the delay condition exists, but in no case will exceed 8 hours in any one day. The days for which compensation will be paid will be the calendar days, excluding Saturdays, Sundays and legal holidays, during the existence of the delay.

26. CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK

A. Pre-Construction Meeting:

After contract award, District will arrange for a pre-construction meeting to discuss the construction of the project. District will invite utility agencies and the contractor will arrange for all of its sub-contractors to attend the meeting.

B. Contract Schedule

After notification of award and before starting any work, the Contractor will submit a Contract Schedule to the General Manager for review, as required by these Standard Specifications within 15 calendar days of award.

C. Contract Schedule Content

The Contract Schedule, and any updated Contract Schedule, will meet the following requirements:

- Schedules must be suitable for monitoring progress of the Work.
- Schedules must provide necessary data about the time for the General Manager's decisions.
- Schedules must be sufficiently detailed to demonstrate adequate planning for the Work.
- Schedules must represent a practical plan to complete the Work within the Contract Time.
- Schedules must show the critical path method for completing the Work.

The General Manager's review of the form and general content of the Contract Schedule and any updated Contract Schedules is only for the purpose of determining if the listed requirements are satisfied, nothing more.

D. Effect of Contract Schedule

The Contract Schedule, and any updated Contract Schedules, will represent a practical plan to complete the Work within the Contract Time. Extension of any schedule beyond the Contract Time will not be acceptable. Schedules showing the Work completed in less than the Contract may be acceptable if judged by the General Manager to be practical. Acceptance of such a schedule by the General Manager will not change the Contract Time. The Contract Time, not the Contract Schedule, will control in determining liquidated damages payable by the Contractor and in determining any delay.

If a schedule showing the Work completed in less than the Contract Time is accepted, the Contractor will not be entitled to extensions of the Contract Time for Excusable Delays or Compensable Delays or to adjustments of the Contract Sum for Compensable Delays until such delays extend the completion of the Work beyond the expiration of the Contract Time.

The Contractor will plan, develop, supervise, control, and coordinate the performance of the Work so that its progress and the sequence and timing of Work activities conform to the current accepted Contract Schedule. The Contractor will continuously obtain from Subcontractors information and data about the planning for and progress of the Work and the delivery of equipment, will coordinate and integrate such information and data into updated Contract Schedules, and will monitor the progress of the Work and the delivery of equipment. The Contractor will act as the expeditor of potential and actual delays, interruptions, hindrances, or disruptions for its own forces and those forces of Subcontractors. The Contractor will cooperate with the General Manager in developing the Contract Schedule and updated Contract Schedules.

The General Manager's review and comments about any schedule or scheduling data will not relieve the Contractor from its sole responsibility to plan for, perform, and complete the Work within the Contract Time. Review and comments about any schedule will not transfer

responsibility for any schedule to the General Manager or District nor imply their agreement with (1) any assumption upon which such schedule is based or (2) any matter underlying or contained in such schedule.

The General Manager's failure to discover errors or omissions in schedules that have been reviewed, or to inform the Contractor that the Contractor, Subcontractors, or others are behind schedule, or to direct or enforce procedures for complying with the Contract Schedule will not relieve the Contractor from its sole responsibility to perform and complete the Work within the Contract Time and will not be a cause for an adjustment of the Contract Time or the Contract Sum.

The Contractor will perform the Work in accordance with the currently accepted Contract Schedule.

E. Commencement of Contract Time

The Contract Time will commence when the District issues a Notice to Proceed. The Work will start on the date specified in the Notice to Proceed and within a maximum of 15 calendar days after the date of the Notice to Proceed and be diligently prosecuted to completion with the time provided in the Specifications.

27. DEFAULT BY CONTRACTOR

A. General

Should the Contractor fail to begin delivery of material and equipment, to commence the Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fail to maintain the Work schedule (as determined by the current accepted Contract Schedule) which will ensure the District's interest, or if the Contractor is not carrying out the intent of the Contract, the District may serve written notice upon the Contractor and the Surety on its Faithful Performance Bond demanding satisfactory compliance with the Contract.

B. Termination of Contractor's Control Over the Work

District may terminate the Contractor's control over the Work without liability for damages when, in the District's opinion, the Contractor is not complying in good faith, has become insolvent, or has assigned or subcontracted any part of the Work without the District's consent. Should such termination occur, the Contractor will be paid the actual amount due based on Contract Unit Prices or lump sums bid and the quantity and quality of the Work completed at the time of termination, less damages caused to the District by the Contractor's action or inaction.

In the event of such termination of control, the District may do any one, or combination of, the following:

- Serve written notice upon the Surety on its Faithful Performance Bond demanding satisfactory compliance with the Contract. In such event the Surety will, within 5 days, assume control and perform the Work as successor to the Contractor;
- The District may perform the Work itself and deduct the cost thereof from any payment due to the Contractor;
- The District may replace the Contractor with a different contractor to complete the work and deduct the cost thereof from any payment due to the Contractor.

Nothing herein will waive, or serve as a limitation upon, any additional remedy the District may have under these Contract Documents or applicable law.

C. Surety's Assumption of Control

Should the Surety assume any part of the Work, it will take the Contractor's place in all respects for that part and will be paid by the District for all work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default will be payable to the Surety as the Work progresses, subject to the terms of the Contract.

If the Surety does not assume control and perform the Work within five days after receiving notice of cancellation, or fails to continue to comply, the District may exclude the Surety from the premises. The District may then take possession of all material and equipment and complete the Work by District's forces, by letting the unfinished work to another contractor, or by a combination of such methods. In any event, the cost of completing the Work will be charged against the Contractor and its Surety and may be deducted from any money due or becoming due from the District. If the sums due under the Contract are insufficient for completion, the Contractor or Surety will pay to the District within five days of completion, all costs in excess of the sums due.

The provisions of this subsection will be in addition to all other rights and remedies available to the District under applicable law.

28. DELAYS AND EXTENSIONS OF TIME

A. General

If delays are caused by unforeseen events beyond the control of the Contractor, such delays will entitle the Contractor to an extension of time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays except as otherwise provided herein. Excusable delay may include war, earthquakes exceeding 3.5 on the Richter Scale, government regulation, labor disputes outside the contemplation of the parties, strikes outside the contemplation of the parties, fires, floods, changes to the Work as identified herein, or other specific events that may be further described in the Specifications.

Delays to the project caused by labor disputes or strikes involving trades not directly related to the project, or involving trades not affecting the project as a whole will not warrant an extension of time.

The District will not grant an extension of time for a delay by the Contractor's inability to obtain materials unless the Contractor furnishes to the General Manager documentary proof. The proof must be provided in a timely manner in accordance with the sequence of the Contractor's operations and accepted construction schedule.

Should delays be caused by events other than those included herein, the General Manager may, but is not required to, deem an extension of time to be in the District's best interests.

B. Extensions of Time

If granted, extensions of time will be based upon the effect of delays to the critical path of the Work as determined by the current accepted Contract Schedule. Delays to minor portions of the Work that do not affect the critical path will not be eligible for extensions of time.

C. Payment for Delays to Contractor

Any payment for compensable delay will be based upon actual costs excluding, without limitation, what damages, if any, the Contractor may have reasonably avoided. The Contractor understands that this is the sole basis for recovering delay damages and explicitly waives any right to calculate daily damages for office overhead, profit, or other purported loss, using different formulas including, without limitation, the Eichleay Formula.

D. Written Notice and Report

If the Contractor desires payment for a delay or an extension of time, it will give the General Manager written notice of such request not later than the time limit set forth in the Proposal for submitting a claim after the event or occurrence giving rise to a delay claim. Failure to submit a written request within such amount of time will result in the Contractor waiving its delay claim.

Any claim for payment or an extension of time must be in the form required by the "Claims" sections of these Standard Specifications.

In no event will the District grant the Contractor an extension of time if the delay is within the Contract Time as identified by the Contract Documents.

29. WORKDAYS AND WORKING HOURS

District Administrative Office is ordinarily open from Monday thru Friday during normal working hours (8 a.m. to 5:00 p.m.). It is closed on the following holidays:

New Year's Day	-	January 1
Martin Luther King, Jr. Day	-	January 19
President's Day	-	February 16
Memorial Day	-	May 25
Independence Day	-	July 4
Labor Day	-	September 7
Veterans' Day	-	November 11
Thanksgiving	-	November 26
Christmas Eve	-	December 24
Christmas	-	December 25
New Year's Eve	-	December 31

If the Contractor requests an inspection on a day when District Administrative Office is closed, then the Contractor will have to reimburse the District for the costs of inspection. The Contractor must request such an inspection at least 48 hours in advance. District inspections during hours when District Administrative Office is closed are subject to inspection overtime fees to be paid for by the Contractor. Friday work that does not require inspection can be done without an inspection fee and must be discussed with District staff before its occurrence. If the Contractor does construction on a Friday or a day when District Administrative Office is closed, that day is counted as a project working day.

On workdays, Contractor's activities will be confined to the hours between 7:00 a.m. and 4:00 p.m.

A. Night Work

Except as otherwise provided in the Technical Specifications or separate permit, District does not permit Work between the hours of 4 p.m. and 7 a.m. of the following day.

B. Weekend and Holiday Work

The General Manager may, but is not required to, allow the Contractor to work on Saturdays, Sundays and District Holidays.

30. COMPLETION AND ACCEPTANCE

The Work will be inspected by the General Manager for acceptance upon the General Manager receiving the Contractor's written assertion that the Work is complete.

If, in the General Manager's judgment, the Work is complete and is ready for acceptance, the General Manager will accept the Work on behalf of the District in the manner prescribed

by the District. Once a Notice of Completion is issued, the Contractor is relieved from responsibility to protect the Work.

All work will be guaranteed by the Contractor against defective workmanship and materials furnished by the Contractor for a minimum period of one year from the date the Work was completed. The Contractor will replace or repair any such defective work in a manner satisfactory to the General Manager, after notice to do so from the General Manager, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the District may perform this work and the Contractor's sureties will be liable for the cost thereof.

31. LIQUIDATED DAMAGES

If all the Work is not completed before or upon the expiration of the Contract Time, District will sustain damage. Since it is and will be impracticable to determine the actual damage which the District will sustain in the event of and by reason of such delay, it is agreed that the Contractor will pay to the District the sum specified in the Proposal for each and every calendar day beyond the time prescribed to complete the work not as a penalty, but as a predetermined liquidated damage. The Contractor agrees to pay such liquidated damages as are herein provided, and in case the same are not paid, agrees that the District may deduct the amount thereof from any money due or that may become due to the Contractor under the contract.

Unless otherwise specified, liquidated damages will be \$500 per calendar day.

32. DISPUTES AND CLAIMS; PROCEDURE

A. General

Consistent with PCC §§ 9204 and 10240.6, "Claim" means a written demand or assertion by the Contractor that seeks an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the Contract Documents, including a determination of disputes or matters in question between the District and the Contractor arising out of or related to the Contract Documents or the performance of the Work, and claims alleging an unforeseen condition or an act, error, or omission by the District, the General Manager, their agents or employees. "Claim" does not mean, and the Claims procedures herein do not apply, to the following:

- Claims respecting penalties for forfeitures prescribed by statute or regulations, which a government agency is specifically authorized to administer, settle, or determine.
- Claims respecting personal injury, death, reimbursement, or other compensation arising out of or resulting from liability for personal injury or death.
- Claims respecting a latent defect, breach of warranty, or guarantee to repair.
- Claims respecting stop notices.

If a Claim is subject to the Change Order procedures, the Claim arises upon the issuance of a written final decision denying in whole or in part the Contractor's Change Order Request. If a Claim is not subject to the Change Order Procedures, the Claim arises when the Contractor discovers, or reasonably should discover, the condition or event giving rise to the Claim. The requirements of this Section are intended to supplement and implement PCC § 9204, a copy of which is attached for reference. Accordingly, pursuant to PCC § 9204(f), the parties agree to utilize these Standard Specifications.

B. Form

A Claim must include the following:

- A statement that it is a Claim and a request for a decision.
- A detailed description of the act, error, omission, unforeseen condition, event or other condition giving rise to the Claim.
- If the Claim is subject to the Change Order procedures, a statement demonstrating that a Change Order Request was timely submitted and denied.
- A detailed justification for any remedy or relief sought by the Claim, including to the extent applicable, the following:
 - If the Claim involves extra work, a detailed cost breakdown claimed. The breakdown must be provided even if the costs claimed have not been incurred when the Claim is submitted.
 - To the extent costs have been incurred when the Claim is submitted, the Claim must include actual cost records (including, without limitation, payroll records, material and rental invoices) demonstrating that costs claimed have actually been incurred.
 - To the extent costs have not yet been incurred at the time the Claim is submitted, actual cost records must be submitted on a current basis not less than once a week during any time period costs are incurred. A cost record will be considered current if submitted within seven calendar days of the date the cost reflected in the record is incurred. At the General Manager's request, claimed extra costs may be subject to further verification procedures (such as having an inspector verify the performance of alleged extra work on a daily basis).
- If the Claim involves an error or omission in the Contract Documents:
 - An affirmative representation that the error or omission was not discovered before submitting a bid for the Contract; and

- A detailed statement demonstrating that the error or omission reasonably should not have been discovered by the Contractor, its Subcontractors and suppliers, before submitting a bid for the Contract.
- If the Claim involves an extension of the Contract Time, written documentation demonstrating the Contractor's entitlement to a time extension.
- If the Claim involves an adjustment of the Contract Sum for delay, written documentation demonstrating the Contractor's entitlement to such an adjustment.
- A personal certification from the Contractor that reads as follows:

"I, _____, BEING THE _____ (MUST BE AN OFFICER) OF _____ (CONTRACTOR NAME), DECLARE UNDER PENALTY OF PERJURY UNDER CALIFORNIA LAW, AND DO PERSONALLY CERTIFY AND ATTEST THAT I HAVE THOROUGHLY REVIEWED THE ATTACHED CLAIM FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME, AND KNOW ITS CONTENTS, AND SAID CLAIM IS MADE IN GOOD FAITH; THE SUPPORTING DATA IS TRUTHFUL AND ACCURATE; THAT THE AMOUNT REQUESTED ACCURATELY REFLECTS THE CONTRACT ADJUSTMENT FOR WHICH THE CONTRACTOR BELIEVES DISTRICT IS LIABLE; AND, FURTHER, THAT I AM FAMILIAR WITH CALIFORNIA PENAL CODE § 72 AND CALIFORNIA GOVERNMENT CODE § 12650, ET SEQ., PERTAINING TO FALSE CLAIMS, AND FURTHER KNOW AND UNDERSTAND THAT SUBMITTING OR CERTIFYING A FALSE CLAIM MAY LEAD TO FINES, IMPRISONMENT, AND OTHER SEVERE LEGAL CONSEQUENCES."

C. Claims Submitted to General Manager

Within 30 calendar days after the circumstances giving rise to a Claim occur, the Contractor will submit its Claim to the General Manager for a decision. Regardless of any Claim submittal, or any dispute regarding a Claim, unless otherwise directed by the General Manager, the Contractor will not cause any delay, cessation, or termination of the Work, but will diligently proceed with the performing the Work in accordance with the Contract Documents. Except as otherwise provided, the District will continue to make payments in accordance with the Contract Documents.

D. Claim Is Prerequisite to Other Remedy

The Contractor certifies that it is familiar with PCC § 10240.2 and understands and agrees that submitting a Claim in accordance with these Specifications is an express condition precedent to the Contractor's right to otherwise pursue a claim whether through alternative dispute resolution or by litigation. Should the Contractor fail to submit a claim in accordance with these Specifications, including the time limits set forth herein, it will waive any right to

a remedy, whether in law or equity, it might otherwise have pursuant to the Contract Documents or applicable law.

E. Decision on Claims

The General Manager will promptly review Claims submitted by the Contractor in accordance with these Standard Specifications. Should the General Manager require additional supporting evidence to evaluate the claim, the General Manager will request such additional information in writing. Any such requested data will be furnished not later than 10 calendar days after the Contractor receives the General Manager's request.

The General Manager will render a decision not later than 30 calendar days after either receiving the Claim or the deadline for furnishing additional supporting data, whichever is later. If the Claim amount is more than \$50,000, the time period will be extended to 60 days. If the General Manager fails to render a decision within the time period established herein, then the Claim will be deemed denied. The General Manager's decision will be final and binding unless appealed in accordance with these Specifications.

The General Manager's decision on a Claim will include a statement substantially as follows:

"This is a decision pursuant to the Standard Specifications of your contract. If you are dissatisfied with the decision and have complied with the procedural requirements for asserting claims, you may have the right to alternative dispute resolution or litigation. Should you fail to take appropriate action within 30 calendar days of the date of this decision, the decision will become final and binding and not subject to further appeal."

F. Appeal of General Manager's Decision

If the Contractor disputes the General Manager's decision, then the Contractor must demand alternative dispute resolution in accordance with this Section and the PCC within 30 calendar days of the General Manager's final decision.

G. Mediation

If the District and the Contractor agree, disputes between the parties may be submitted to non-binding mediation. If the parties cannot agree to an alternative form of mediation, then mediation will be administered by the American Arbitration Association ("AAA") under its Construction Industry Mediation Rules, unless the use of such rules are waived by mutual stipulation of both parties.

The parties may, but are not required to be, represented by counsel in mediation.

The requirement for mediation will not alter or modify the time limitations otherwise provided for claims and no conduct or settlement negotiation during mediation will be considered a waiver of the District's right to assert that claim procedures were not followed.

H. Arbitration

If the District and Contractor do not agree to mediation, then disputes will be submitted to neutral non-binding (except as provided herein) arbitration. Arbitration will be conducted in accordance with PCC § 10240.3. Any decision rendered by an arbitrator will be consistent with PCC § 10240.8.

The exclusive venue for any arbitration will be in Santa Barbara County.

The expenses and fees of the arbitrators and the administrative fees, if any, will be divided among the parties equally. Each party will pay its own counsel fees, witness fees, and other expenses incurred for its own benefit.

I. When Arbitration Decision Becomes Binding

The decision rendered by the arbitrator will become binding upon the parties unless appealed to the Santa Barbara County Superior Court pursuant to PCC § 10240.12 within 30 calendar days of the decision. If subsequent litigation results in an award to the party appealing the arbitration that is less than or equal to that of the arbitration decision, or if the litigation results in a decision in favor of the nonappealing party, then the party appealing the arbitration will pay the nonappealing party's attorney's fees and court costs.

J. Appeal to Superior Court; Waiver of Jury Trial

Should a party timely object to the arbitration decision, it may file a petition with the Santa Barbara County Superior Court in accordance with California Code of Civil Procedure ("CCP") §§ 1285, et seq. Notwithstanding the limitations set forth in CCP § 1286.2, the court may vacate, correct, or adjust an arbitration award, and enter judgment in accordance with CCP § 1287.4, for any legal or equitable basis including, without limitation, error of law. The court will apply the substantial evidence standard of review when considering the appeal of an objecting party.

BY EXECUTING THESE CONTRACT DOCUMENTS, THE CONTRACTOR AGREES TO HAVE DISPUTES OR CONTROVERSY CONCERNING THE CONSTRUCTION, INTERPRETATION, PERFORMANCE, OR BREACH OF THESE CONTRACT DOCUMENTS, INCLUDING CLAIMS FOR BREACH OF CONTRACT OR ISSUES OF BAD FAITH DECIDED IN ACCORDANCE WITH THIS SECTION. BOTH THE DISTRICT AND THE CONTRACTOR WAIVE THEIR RIGHT TO A JURY TRIAL FOR THESE DISPUTES OR ISSUES.

33. PREVAILING WAGES

The Contractor will post at appropriate conspicuous points at the site of the project a schedule showing determinations of the Director of Industrial Relations of the prevailing rate of per diem wages. It will be the Contractor's responsibility to obtain copies of the prevailing rate of per diem wages. One source that may be used is the California Department of Industrial Relations website which is currently located at www.dir.ca.gov, or by calling the Prevailing Wage Unit at (415) 703-4774.

Attention is directed to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by the Contractor or any subcontractor.

Labor Code § 1777.5 requires the Contractor or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

- When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 calendar days before the request for certificate, or
- When the number of apprentices in training in the area exceeds a ratio of one to five, or
- When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or
- When the Contractor provides evidence that the Contractor employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if the Contractor employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

The Contractor and any subcontractor will comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

34. RECORD OF WAGES PAID: INSPECTION

Every Contractor and subcontractor will keep an accurate certified payroll records showing the name, occupation, and the actual per diem wages paid to each worker employed in connection with the Work. The record will be kept open at all reasonable hours to the inspection of the body awarding the contract and to the Department of Industrial Relations. If requested by the District, the Contractor will provide copies of the records at its cost.

35. LIABILITY INSURANCE

Contractor must comply with District's insurance requirements for public works projects which are adopted by the District (the "Insurance Matrix"). Contractor will provide endorsements or other proof of coverage for contractual liability in accordance with the Insurance Matrix.

The cost of such insurance will be included in the various items of work in the Contractor's bid and no additional compensation for purchasing insurance or additional coverage, needed to meet these requirements will be allowed.

In the event that any required insurance is reduced in coverage, cancelled for any reason, voided or suspended, Contractor agrees that District may arrange for insurance coverage as specified, and Contractor further agrees that administrative and premium costs may be deducted from payments due to the Contractor. Contractor will not be allowed to work until alternate coverage is arranged.

Coverage will not extend to any indemnity coverage for the active negligence of the additional insured if the agreement to indemnify the additional insured would be invalid under Civil Code § 2782(b).

36. INDEMNIFICATION AND DEFENSE

In addition to all other provisions of the Contract Documents including, without limitation, the Greenbook, as between the District and Contractor, Contractor will take and assume all responsibility for the work as stated herein or shown on the plans.

The Contractor will bear all losses and damages directly or indirectly resulting to it, to the District, its officers, employees, and agents, or to others on account of the performance or character of the work, unforeseen difficulties, accidents, traffic control, job site maintenance, or any other causes whatsoever.

The Contractor will assume the defense of and indemnify and save harmless the Carpinteria Sanitary District, its officers, employees, and agents, from and against any and all claims, losses, damage, expenses and liability of every kind, nature, and description, directly or indirectly arising from the performance of the contract or work, regardless of responsibility for negligence, and from any and all claims, losses, damage, expenses, and liability,

howsoever the same may be caused, resulting directly, or indirectly from the nature of the work covered by the contract, regardless of responsibility for negligence, to the fullest extent permitted by law. In accordance with Civil Code § 2782, nothing in this Section will require defense or indemnification for death, bodily injury, injury to property, or any other loss, damage or expense arising from the sole negligence or willful misconduct of the District, or its agents, servants or independent contractors who are directly responsible to the District, or for defects in design furnished by such persons. Moreover, nothing in this Section will apply to impose on the Contractor, or to relieve the District from, liability for active negligence of the District.

The District does not, and will not, waive any rights against the Contractor which it may have by reason of the aforesaid hold harmless agreements because of the acceptance by the District, or deposit with District by Contractor, of any insurance policies. This hold harmless agreement by the Contractor applies to all damages and claims for damages of every kind suffered or alleged to have been suffered by reasons of any of the aforesaid operations of Contractor, or any subcontractor, regardless of whether or not such insurance policies are determined to be applicable to any of such damages or claims for damages.

No act by the District, or its representatives in processing or accepting any plans, in releasing any bond, in inspecting or accepting any work, or of any other nature, will in any respect relieve the Contractor or anyone else from any legal responsibility, obligation or liability he might otherwise have.

37. PERMITS

The Contractor will apply for permits required by the District. These permits including, without limitation, a business license, will be issued on a "no-fee" basis. However, the Contractor must pay for and obtain all other permits from other governmental and utility agencies necessitated by their operations but cannot charge the District an administrative fee for obtaining such permits.

All bonding fees, (overweight and oversized vehicle permit fees) inspection permit fees or other fees charged or required for such permits must be paid by the Contractor. These costs will be included in the bid item provided. If no bid item is included, costs will be included in the various items of work, and no additional payment will be allowed.

38. CLEANUP AND DUST CONTROL

On any construction project requiring trenching within public streets and for which total trenching is in excess of 500 feet, the Contractor will be required to sweep the worksite utilizing a pick-up type of street sweeper a minimum of once daily.

39. WATERING

Water for dust control caused by Contractor's operations or the passage of traffic through the work will be applied as necessary or as directed by the General Manager. Water for the above or other purposes may be obtained from any approved source. Costs of water to be used will be included in the cost of various bid items.

40. WATER POLLUTION CONTROL

The following requirements are added to establish storm water and urban runoff pollution prevention controls.

Storm or construction generated water containing sediment such as, construction waste, soil, slurry from concrete/asphalt concrete saw cutting operations, clean-up of concrete transit mixers or other pollutants from construction sites and parking areas will be retained or controlled on site and will not be permitted to enter the storm drain system.

Temporary sediment filtering systems such as sandbags, silt fences, or gravel berms will be utilized to trap sediment so that only filtered water enters the District's storm drain system. Proper clean up and disposal of settled sediment and the filtering system will be the responsibility of the Contractor.

Discharge of concrete transit mixer wash water on to approved dirt areas (sub-grade area designated for new concrete construction for example) is acceptable. Discharge on to private property, parkway areas, or the street is not permitted.

Plastic or other impervious covering will be installed where appropriate to prevent erosion of an otherwise unprotected area, along with any other runoff control devices deemed appropriate by the District.

Excavated soil stored on the site will be covered in a manner that minimizes the amount of sediments running into the storm drain system, street or adjoining properties.

No washing of construction or other industrial vehicles and equipment will be allowed adjacent to a construction site. During the rainy season (October 15 to April 15), Contractor will keep at the construction site sufficient materials and labor to install temporary sediment filtering systems and other water pollution prevention control measures. These control measures will be in place and maintained by the Contractor on a daily basis on days when construction is not in progress due to rain.

All costs associated with water pollution control will be borne by the Contractor. Any expense incurred by the District to expeditiously respond to storm drain contamination resulting from Contractor's failure to implement water pollution control measures will be charged to the Contractor.

41. PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

Where existing traffic striping, pavement markings, and curb markings are damaged or their reflectivity reduced by the Contractor's operations, such striping or markings will also be considered as existing improvements and the Contractor will replace such improvements.

Relocations, repairs, replacements, or re-establishments will be at least equal to the existing improvements and will match such improvements in finish and dimensions unless otherwise specified.

42. TRAFFIC AND ACCESS

The Contractor will notify the occupants of all affected properties at least 48 hours before any temporary obstruction of access. Vehicular access to property line will be maintained except as required for construction for a reasonable period of time. No overnight closure of any driveway will be allowed except as permitted by the General Manager.

At least one, 12 foot wide, traffic lane will be provided for each direction of travel on all streets at all times except as permitted by the General Manager. The traffic lanes will be maintained on pavement and will remain unobstructed. All work requiring that a lane be closed, or a lane moved right or left will be noticed to the traveling public by use of District approved lighted arrow boards.

Clearances from traffic lanes will be five feet to the edge of any excavation and two feet to the face of any curb, pole, barricade, delineator, or other vertical obstruction.

One four-foot-wide paved pedestrian walkway will be maintained in the parkway area on each side of all streets. The clearance from the pedestrian walkway to any traffic lane will be five feet. Pedestrians and vehicles will be protected from all excavations, material storage, and/or obstructions by the placement of an adequate number of lighted barricades (minimum two) at each location, one at each end of the obstruction or excavation), which will have flashing lights during darkness. Barricades will be Type I or Type II per Section 7-3 of the WATCH Manual and lights will be Type A per Section 7-6 of the "Work Area Traffic Control Handbook" (WATCH).

43. STREET CLOSURES, DETOURS, BARRICADES

Street closures will not be allowed except as specifically permitted by the General Manager.

The Contractor will prepare any traffic control or detour plans that may be required as directed by the General Manager. Lane transitions will not be sharper than a taper of 30 to one.

Temporary traffic channelization will be accomplished with barricades or delineators. Temporary striping will not be allowed unless specifically permitted by the General Manager. The Contractor will prepare any plans that may be required for temporary striping to the

satisfaction of the General Manager. In no event will temporary striping be allowed on finish pavement surfaces, which are to remain.

Where access to driveway or street crossings need to be maintained, minimum 1 1/4-inch-thick steel plating will be used to bridge the trench. All steel plating will have temporary asphalt concrete 1:12 minimum sloped ramps to assist vehicles to cross comfortably over the plates and have a non-skid surface. Plates subject to vehicle high traffic speeds and in residential areas will be secured by welding at the discretion of the General Manager.

44. PROTECTION OF THE PUBLIC

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor will use foresight and will take such steps and precautions as his operations warrant to protect the public from danger, loss of life or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed work or partially removed facilities. Unusual conditions may arise on the Project which will require that immediate and unusual provisions be made to protect the public from danger or loss of life, or damage to life and property, due directly or indirectly to prosecution of work under this contract.

Whenever, in the opinion of the General Manager, an emergency exists against which the Contractor has not taken sufficient precaution for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations and when, in the opinion of the General Manager, immediate action will be considered necessary in order to protect the public or property due to the Contractor's operations under this contract, the General Manager will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation immediately, the General Manager may provide suitable protection to said interests by causing such work to be done and material to be furnished as, in the opinion of the General Manager, may seem reasonable and necessary.

The cost and expense of said labor and material, together with the cost and expense of such repairs as are deemed necessary, will be borne by the Contractor. All expenses incurred by the District for emergency repairs will be deducted from the progress payments and the final payment due to the Contractor. Such remedial measures by the District will not relieve the Contractor from full responsibility for public safety.

45. HAZARDOUS MATERIAL

For any excavation, which extends more than four feet below existing grade, the Contractor will promptly, and before the conditions are disturbed, notify the General Manager, in writing, of 1) any material that the Contractor believes may be hazardous waste, as defined in Health and Safety Code § 25117, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law, 2) subsurface or latent physical

conditions at the site differing from those indicated, or 3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

After receiving notice from the Contractor, the General Manager will promptly investigate any condition identified by the Contractor as being hazardous. The rights and obligations of the District and the Contractor with regard to such conditions (including, without limitation, the procedures for procuring change orders and filing claims) will be specified by the provisions of these Standard Specifications regarding Changed Conditions.

If a dispute arises between the District and the Contractor whether the conditions materially differ, involve hazardous waste, or cause a change in the Contractor's cost or time required for performance of the work, the Contractor will not be excused from any scheduled completion date provided for by the contract, but will proceed with all work to be performed under the contract.

If the General Manager determines that material called to the General Manager's attention by the Contractor is hazardous waste, or if the General Manager otherwise discovers the existence of hazardous waste, the Contractor will be responsible for removal and disposal of the hazardous waste by qualified personnel and appropriate equipment in the manner required by law as directed by the General Manager.

46. LUMP SUM WORK

Items for which quantities are indicated as "Lump Sum," "L.S.," or "Job" will be paid for at the price indicated in the Proposal. Such payment will be full compensation for all costs for labor, equipment, materials and plant necessary to furnish, construct and install the lump sum item of work, complete, in place, and for all necessary appurtenant work, including, but not limited to, all necessary cutting, patching, repair and modification of existing facilities, and clean-up of site.

Contractor will furnish three copies of a detailed schedule, which breaks down the lump sum work into its component parts and cost for each part, in a form and sufficiently detailed as to satisfy General Manager that it correctly represents a reasonable apportionment of the lump sum. This schedule is subject to approval by General Manager as to both the components into which the lump sum item is broken down, and the proportion of cost attributable to each component.

This schedule will be the basis for progress payments for the lump sum work.

47. PARTIAL AND FINAL PAYMENTS

The closure date for the purpose of making partial progress payments will be the last working day of each month. The Contractor will prepare the partial payment invoice with

measurement of the work performed through the closure date and submit it to District for approval.

When work is complete, the Contractor will determine the final quantities of the work performed and prepare the final progress payment and submit it to the General Manager for approval.

It will take a minimum of 35 calendar days from the date of approving the Contractor's invoice to make the payment to the Contractor. However, payments will be withheld pending receipt of any outstanding reports required by the contract documents, or legal release of filed Stop Payment Notices against the Contractor. In addition, the final progress payment will not be released until the Contractor returns the control set of Plans and Specifications showing the as-built conditions.

The full five percent (5%) retention will be deducted from all progress payments. The Contractor will make a payment request for the retained amount, for approval by the District, upon field acceptance of the work by the District General Manager. The District General Manager upon field acceptance and receipt of the final as-built plans and any other reports or documents required to be provided by the Contractor will process a recommendation to the Board of Directors for acceptance of the work. Not less than 35 calendar days from the Board of Directors acceptance of the work, the Contractor's final payment will be made provided Stop Payment Notices or other claims have not been filed against the Contractor and/or the District by material suppliers, sub- contractors, other governmental agencies, and private property owners. Until these Stop Payment Notices are released, and claims are resolved the stop payment/claim amount will be withheld from the final payment.

The Contractor, however, may receive interest on the retention for the length of construction, or receive the retention itself as long as the retention is substituted with escrow holder surety or equal value.

At the request and expense of the Contractor, surety equivalent to the retention may be deposited with the State Treasurer, or a State or Federally chartered bank, as the escrow agent, who will pay such surety to the Contractor upon satisfactory completion of the contract.

Pursuant to PCC § 22300, the Contractor may substitute securities for retention monies held by the District or request that the District place such monies into an escrow account. The Contractor is notified, pursuant to PCC § 22300, that any such election will be at the Contractor's own expense and will include costs incurred by the District to accommodate the Contractor's request.

Progress payment paid by the District as contemplated herein, will be contingent upon the Contractor submitting, in addition to any additional documents, an updated Contract Schedule in the form prescribed by these Contract Documents. Failure of the Contractor to submit an acceptable updated Contract Schedule will result in the District withholding partial

payment, without liability to the District, until such an acceptable updated Contract Schedule is submitted. Nothing herein will allow the Contractor to suspend or slow progress of the Work.

A Board of Directors resolution established a Project Payment Account, encumbered money in the current budget, and assigned that money to the Project Payment Account which is the sole source of funds available for payment of the Contract Sum. Contractor understands and agrees that Contractor will be paid only from this special fund and if for any reason this fund is not sufficient to pay Contractor, Contractor will not be entitled to payment. The availability of money in this fund, and District's ability to draw from this fund, are conditions precedent to District's obligation to make payments to Contractor.

48. DELIVERED MATERIALS

Materials and equipment delivered or stored, but not incorporated into the work, will not be approved for progress payments.

49. TERMINATION OF AGENCY LIABILITY

Before receiving final payment, the Contractor will execute a "Release on Contract" form which will operate as, and will be a release to the District, the Board of Directors, and each member of the Board of Directors and their agencies, from all claims and liability to the Contractor for anything done or furnished for, or relating to, the work or for any act of neglect of the District of any person relating to or affecting the work, except the claim against the District for the remainder, if any there be, of the amounts kept or retained as in these Standard Specifications and except for any unsettled claims listed on said form which have been filed in compliance with the requirements for making claims.

- END OF SECTION -



Carpinteria Sanitary District
Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

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

**SUBJECT: Change Order No. 11
Administration Building Replacement Project**

DATE: July 19, 2022

REQUESTED ACTION: Board Consideration and Approval of Change Order No. 11 to Cash Contract No. 484 with Newton Construction & Management, Inc.

FUNDING SOURCE: CIP Project No. P-158

BACKGROUND: On December 15, 2020 the Board of Directors approved Cash Contract No.484 between the District and Newton Construction & Management, Inc. (Newton) for the Administration Building Replacement Project. To date there have been ten authorized change orders and the currently authorized contract price is \$3,923,728. The approved construction completion date is June 20, 2022.

Change Order No. 11 to Cash Contract No. 484, attached hereto, includes costs for addition of a waterproof primer in interior carpeted areas. Pre-installation testing showed moisture levels in the slab above levels recommended for the carpet tile and adhesive system. Additional information and justification for this adjustment is provided on Change Order No. 11 and supporting documentation.

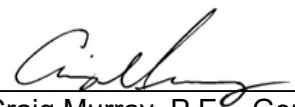
Change Order No. 11, if approved, would result in a net cost increase totaling \$2,838, increasing the contract price to \$3,926,566. We are nearing the point of substantial completion and the contractor is proceeding with diligence. As such, extension of the contract completion date to August 5, 2022 is also proposed.

RECOMMENDATION: Staff recommends that the Board approve Change Order No. 11 to Cash Contract No. 484 with Newton as presented.

SUGGESTED MOTION: I move that the Board approve Change Order No. 11 to Cash Contract No. 484 with Newton as presented.

M _____ S _____

Ayes: _____ Nays: _____ Abstentions: _____

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



CARPINTERIA
Sanitary District

Carpinteria Sanitary District

Change Order No. 11

Cash Contract No. 484

Date Prepared: July 19, 2022

Contract Title: Administration Building Replacement Project

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

DESCRIPTION:

Item 11.01 – CE#27 – Concrete Primer

REFERENCE: Newton Change Estimate #27

Apply Maxxon MVP1 concrete floor primer in all areas to be scheduled for carpet tile installation (Board Room and main office).

REASON FOR CHANGE:

Required concrete slab testing showed moisture levels above allowable targets established by manufacturer for proper carpet adhesion. There is no indication of a soil moisture issue and application of waterproofing primer is most cost effective remedy.

Item Total: \$ 2,838.00

Change Order Total: \$ 2,838.00

Original Contract Amount:	\$ 3,821,000.00
.....	
Total Change by Previous Change Orders:	\$ 102,728.00
.....	
Contract Amount Prior to this Change Order:	\$ 3,923,728.00
.....	
Contract Amount to be Increased by this Change Order:	\$ 2,838.00
.....	
Adjusted Contract Amount including this Change Order:	\$ 3,926,566.00
.....	

The Contract Period will be increased by 33 working days.

Final Contract Completion Date including this Change
Order:

August 5, 2022

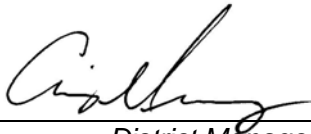
This adjustment shall include full payment for all items required for such work, including, without limitation: all compensation for all direct and indirect costs for such work; costs for adjustments to scheduling and sequence of work; equipment; materials delivery; project "acceleration"; costs for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

ACCEPTED:

Contractor

Date

APPROVED:



District Manager

7/19/2022

Date

DISTRIBUTION:

Craig Murray, Carpinteria Sanitary District
Ray Twyford, Blackbird Architects
Nathan Lattyak, Newton Construction & Management

NEWTON CONSTRUCTION & MANAGEMENT, INC.
CHANGE ESTIMATE BREAKDOWN



PROJECT: Carpinteria Sanitary District Admin Bldg
PROJECT #: 20133
AREA: Concrete Slab at Carpet
SOURCE: RFI 149
SCHEDULE: NCM is awaiting approval prior to proceeding on this change.
Additional work days required: 0

DATE: 23-Jun-22
PROPOSED CE #: 27
REVISION # : 0

Schedule will be impacted if not acted on by:

DESCRIPTION: Pursuant to RFI 149, Moisture Mitigation is required on the concrete slab due to high RH% readings to keep carpet tile warranty. NCM proposes to apply Maxxon MVP1 primer to remedy the high RH per manufacturer recommendation.

Pricing is as Follows:

ITEM	DESCRIPTION	QTY	UNIT	SUB/EQUIP UNIT COST	SUB/EQUIP EXTENDED COST	MATERIAL UNIT COST	MATERIAL EXTENDED COST	LABOR RATE	LABOR EXTENDED COST
					\$ -		\$ -		-
01	AC Ramirez/Commercial Floor Solutions	1	LS	2397.00	\$ 2,397.00		\$ -		-
					\$ -		\$ -		-
Subcontractor Total					\$ 2,397	Sub Total	\$ -	Total Labor	-
						Sales Tax	\$ -	Labor Rate	\$ 1.00
						Material Total	\$ -	Labor Total	\$ -
Exclusions:						Net Change		\$	2,397
						Overhead	10.00%	\$	240
						Profit	5.00%	\$	132
						Bond	1.50%	\$	42
						Insurance	1.00%	\$	28
						TOTAL	\$		2,838

AC Ramirez Floor Coverings, Inc.

824 Cacique Street
Santa Barbara, CA 93103



Lic. No. 641074

Estimate

Date	Job #
11/3/2020	18364

Bill To
Newton Construction & Management 2436 Broad Street San Luis Obispo, CA. 93401

Job Name	Carpinteria Sanitary District Admin. Bldg
Job Location	5300 Sixth Street Carpinteria, CA 93013

Contact					Rep	MR
Item	Description	Qty	U/M	Cost	Total	
MOISTUR...	ADD-ON MOISTURE MITIGATION Note: The allowance costs below are not in the total. If necessary, add these costs to the total of this estimate. Moisture Mitigation Basement Level Wood Areas: Surface profile the concrete to a CSP2. Provide, prepare, apply and clean up Sika MB or equal. Required only if the Moisture Test Result exceed the standard limit/s: The estimated allowance is \$0.00 - \$7,150 *Maxxon MVP1 - 1 bucket *2 men, 8 hours each grinding & applying *Misc sundries	1		2,397.00	2,397.00	

Subtotal

Total

Standard Work Schedule	
Payment Schedule	Deposit and Completion Payment

I have read, understand and agree to AC Ramirez Floor Coverings, Inc. "Terms and Conditions"

Signature

Date

Office: (805) 965-0095

Email: accounting@acramirez.com

Page 6

Website: www.acramirez.com

Fax: (805) 730-9266



Carpinteria Sanitary District

Board of Directors Meeting

STAFF REPORT

TO: Board of Directors

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

SUBJECT: Update on Transition to District Based Elections

DATE: July 19, 2022

REQUESTED ACTION: Receive report and provide direction to staff and legal counsel as necessary.

BACKGROUND: On June 21, 2022 the Board approved Resolution No. R-355 declaring intent to transition from an at-large election system to a district based election system. A proposed timeline for this process, included as an attachment to the resolution, outlined a compressed schedule intended to complete the entire process within a 90 day window.

Over the past several weeks, District counsel has been attempting to communicate with the attorney for the claimants to discuss a settlement agreement with terms that would allow for a more reasonable schedule to complete the transition. The original notice received by the District indicated that the claimants were amenable to initiating district based elections in November 2024, so we believe this will be acceptable.


In late June, we did receive an invoice from claimants' counsel documenting incurred costs, but we have not yet gotten response to subsequent communications regarding a potential settlement. As such, District staff did not schedule the first public hearing, nor have we engaged a demographer to assist with the transition process. If the parties do agree, completing the transition process in 2023 would allow for more outreach and public involvement in the district formation process.

RECOMMENDATION: Review and provide input to staff and counsel as necessary.

SUGGESTED MOTION: None.

M_____ S_____

Ayes:_____ Nays:_____ Abstentions:_____

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