

**AGENDA**  
**FOR THE REGULAR MEETING OF THE  
CARPINTERIA SANITARY DISTRICT GOVERNING BOARD  
TO BE HELD August 19, 2025**

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

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](mailto: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 Board room.

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**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** AS [SUBMITTED] [MODIFIED]  
July 8, 2025

**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 1-2)

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

- Employee Recognition
- CASA Annual Conference Report
- SAMA Meeting Report
- CMMS and GIS Integration
- Operations Update

**2. Financial Status and Transaction Report** (Pages 3-10)

Description: District Administrator to review the monthly financial status and transaction reports.

Staff Recommendation: None. Information Only.

**3. Public Hearing and Report on District Vacancy Rates, Recruitment and Retention Pursuant to California Assembly Bill 2561** (Pages 11- 12)

Description: The Board will conduct a public hearing on the subject topic and receive information regarding vacancy rates, recruitment and retention of District staff.

Staff Recommendation: None. Informational Only

**4. Task Order No. 2025-002 – Cannon As-Needed SCADA Services General SCADA Support and Programming** (Pages 13- 27)

Description: The Board will consider authorizing the General Manager to approve Task Order No. 2025-002 pursuant to the existing as-needed engineering services agreement with Cannon Corporation.

Staff Recommendation: Staff recommends that the Board authorize the General Manager to approve Task Order No. 2025-002 as presented.

**5. Hydropneumatic Tank Replacement New CIP Project Authorization for FY 2025/26** (Pages 28- 29)

Description: The Board will consider approving procurement of a 2,900 gallon hydropneumatic tank for the District's pressurized plant water system and authorize a new capital improvement project for FY 2025/26 to fund the purchase and installation .

Staff Recommendation: Staff recommends that the Board approve procurement of a 2,900 gallon pressure vessel for the District's plant water system and authorize the Hydropneumatic Tank Replacement Project as a new capital improvement project for FY 2025/26

**6. Battery Energy Storage Project Update** (Pages 30- 46)

Description: The Board will receive an update of the Battery Energy Storage Project.

Staff Recommendation: None. Information only.

## **7. Carpinteria Advanced Purification Project (CAPP) Update**

(Page 47)

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
- Standing Recycled Water Committee

### **B. GENERAL ITEMS**

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

## **VIII. ADJOURNMENT**

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### **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.

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Next Ordinance Available.....#21  
Next Resolution Available.....R-384  
Posting Date.....8/15/25

**MINUTES OF THE SPECIAL MEETING OF THE  
CARPINTERIA SANITARY DISTRICT GOVERNING BOARD  
July 8, 2025**

These are the **minutes** of the **Special** 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 Special meeting on **July 8, 2025**, at 5:30 p.m. at its District administrative office located at 5300 Sixth Street, 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 24 hours in advance of the meeting.

**I. CALL TO ORDER**

President Velasco called the meeting to order at 5:30 p.m. and noted that all directors were present at tonight's meeting.

Directors Present:     Gerald Velasco – President  
                               Debbie Murphy – President Pro-Tem  
                               Lin Graf – Secretary  
                               Mike Modugno – Secretary Pro-Tem  
                               Mike Damron – Treasurer

Staff Present:             Craig Murray – General Manager

Legal Counsel  
Present:                     Karl Berger – Burke, Williams & Sorenson

Public Present:             None

**PLEDGE OF ALLEGIANCE**

President Velasco led the Pledge of Allegiance.

**II. BOARD APPROVAL OF AGENDA**

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

**III. BOARD APPROVAL OF MINUTES OF THE MEETING OF June 17, 2025**

Director Murphy made a motion, seconded by Director Modugno that the Board approve the minutes of the June 17, 2025 Regular Board meeting as presented. The motion carried by the following vote:

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

**IV. PUBLIC FORUM**

None

## **V. MATTERS BEFORE THE BOARD**

### **A. GENERAL REPORTS:**

#### **1. General Manager's Status Report**

General Manager reviewed his written report regarding the following items:

- Quarterly Incident Report
- Lift Station No. 3 Rehabilitation Project
- Battery Energy Storage Project Update
- Belt Replacement Project
- June Employee Recognition
- Operations Update

#### **2. Financial Status and Transaction Report**

General Manager reviewed the staff report related to Financial Status and Transaction Reports. The CLASS Annual Report was reviewed briefly.

No Board action was taken on this item.

#### **3. Resolution No. R-383 – Certification of the July 2025 Update to the District's Sewer System Management Plan**

General Manager reviewed the history of the District's Sewer System Management Plan (SSMP) and the SWRCB General Order that established a regulatory framework for collection system operation, management and spill reporting. A major update to the Waste Discharge Requirements (WDRs) was adopted in 2022 and became effective in 2023 that required a comprehensive update to the SSMP and Board adoption prior to August, 2 2025.

General Manager provided an overview of the changes and recognized the efforts of the District's Collection System Supervisor, Travis Kearney, in completing the update process. The Board discussed the SSMP and the update process and the General Manager responded to questions regarding the adoption process.

Director Murphy made a motion, seconded by Director Modugno that the Board adopt Resolution No. R-383 certifying the July 2025 update to the District's SSMP. The motion carried by the following roll call vote:

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

#### **4. Carpinteria Advanced Purification Project**

General Manager provided an update related to the Carpinteria Advanced Purification Project. Of note, final bid documents were issued for the AWPf portion of CAPP and we expect to advertise

the project in July with bids due in September. Permitting efforts are ongoing at this time.

No Board action was taken on this item.

## **VI. BOARD ITEMS**

### **A. COMMITTEE REPORTS**

Standing Finance Committee

None.

Standing Personnel Committee

None.

Standing Public Relations Committee

None.

Standing Utilities Committee

None.

Standing Recycled Water Committee

None.

### **B. GENERAL ITEMS**

SBCSDA (Santa Barbara California Special Districts Association) Report

None

CSRMA Report

None.

Board Member Vacation Dates

Director Damron will be out of town July 15<sup>th</sup> through the first week of August.

Future Agenda Items

None.

## **VII. ADJOURNMENT**

There being no further items to discuss, the meeting adjourned at 6:01 p.m.

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Gerald Velasco  
President

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Debbie Murphy  
President Pro-Tem

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Lin Graf  
Secretary

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Mike Modugno  
Secretary Pro-Tem

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Mike Damron  
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: August 19, 2025

**Employee Recognition.** We recognized a number of District anniversaries during the month of August:

- Kim Garcia – 14 years
- Roberto Luna – 7 years
- Stephanie James – 1 year

Congratulations and thank you for the committed service!

John Valikonis successfully passed his Grade 2 Wastewater Operator certification exam. He is now preparing to take the Grade 3 exam. Congratulations John! Robert Luna put in extra effort to attend an off-site week long course and then passed OSHA required crane operator certification exam. We are now back to having two licensed crane operators. Thanks Robert!

**CASA Annual Conference Report.** I attended the CASA Annual Conference in San Diego held July 30<sup>th</sup> through August 1<sup>st</sup>. Overall it was an interesting and informative conference, with highlights being sessions on PFAS, artificial intelligence and public outreach. I ended my term as President of CASA and at the conclusion of the event I passed the gavel to new President Tony Trembley.

**SAMA Meeting Report.** I attended the August 13<sup>th</sup> meeting of the Sanitation Agency Managers Association hosted by the City of Solvang. The meeting included a presentation from Consibio on their manhole monitoring technology and product offerings. There was roundtable discussion regarding preparations for the October meeting where we have invited the Executive Officer from the Central Coast RWQCB. We will be hosting the September SAMA meeting here in our Board Room.

**CMMS/GIS Integration Project.** We engaged support from Lucity, the software provider for our computerized maintenance management system (CMMS), to integrate this platform with our ESRI geographic information system (GIS). The goal is to optimize maintenance activities using spatial tools, both for routing and for efficiencies associated with creating and closing work orders in the field. Advancements in both software solutions have made this connectivity simpler and more affordable. The integration work should be completed in the next several weeks.

## **Operations Update**

System operations updates are as follows:

- The treatment plant is operating in full compliance with our NPDES permit.
- Jacob Broad is completing our annual laboratory proficiency testing this month, ahead of the ELAP inspection process.

- Staff replaced a submersible pump that we have been using in our pilot project to circulate secondary effluent back to the primary clarifier during overnight low flow periods. Data are confirming the benefits of this operating scheme and we will be planning a project to make this a permanent solution.
- The collection system is operating normally with no mainline blockages or other operational issues reported.
- An all staff effort was put in to test the new bypass system for Lift Station No. 3. This was a good training exercise for junior staff on setup of redundant trailer mounted pumps, installing pneumatic plugs and safely entering confined spaces.
- We took delivery of a 2025 Ford Lightning extended range pickup truck purchased through the California DGS CMAS contract. This vehicle meets the medium duty criteria for CARB's Advanced Clean Fleet rule and was an authorized capital procurement in our FY 2025/26 budget.







# Carpinteria Sanitary District

Board of Directors Meeting

TO: Board of Directors

FROM: Kim Garcia – District Administrator

**SUBJECT: Financial Status and Transaction Report**

DATE: August 19, 2025

**Disbursements/checks\***. Review of disbursements/checks for the period of July 1 through July 31, 2025.

\*Publication of the check register is in compliance with Section 53065.5 of the Government Code which requires the District to disclose reimbursements to employees and/or directors at least annually.

**Operating Financial Report**. Period of July 1 – July 31, 2025. The District operating account balances as of July 31, 2025. Shown are book balance figures to the nearest dollar and indicate the funds available to the District at the time of reconciliation for the period.

## ***Fund Balances***

General and Payroll (MB&T)	\$ 569,733
Non-Restricted Investment Accounts (LAIF)	\$ 3,002,767
Non-Restricted Investment Accounts (CLASS)	\$ 6,153,438
Restricted Capital Improvement Project Fund (CLASS)	\$ 3,504,622
Development Impact Fund (CLASS)	\$ 31,098
Section 115 Trust Fund	\$ 496,847
Total	<u>\$ 13,758,505</u>

## ***Operating Expenditures***

Period Total Wages and Benefits	\$ 275,150
Period Expenses	<u>\$ 89,361</u>
Total Period Operating Expenses	<u>\$ 364,511</u>

## **Finance Department Update**

- Annual audit preparations are underway. Field audit with Fechter & Company is scheduled for September 25-26, 2025.

Report Criteria:

Report type: GL detail

Check.Type = {<-} "Adjustment"

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
<b>45755</b>									
07/25	07/09/2025	45755	1009	ADT SECURITY SERVICES	403982720_	1	1-0000-5490	194.17	194.17
Total 45755:									194.17
<b>45756</b>									
07/25	07/09/2025	45756	1050	AQUATIC BIOASSAY & CONSUL	CSD0525.03	1	1-1000-5320	1,460.00	1,460.00
Total 45756:									1,460.00
<b>45757</b>									
07/25	07/09/2025	45757	1098	BURKE, WILLIAMS & SORENSEN	345564	1	1-0000-5849	199.20	199.20
Total 45757:									199.20
<b>45758</b>									
07/25	07/09/2025	45758	1104	CA SANITATION RISK MGMT AU	7500	1	1-0000-5128	6,500.00	6,500.00
07/25	07/09/2025	45758	1104	CA SANITATION RISK MGMT AU	7500	2	1-1000-5128	40,135.00	40,135.00
Total 45758:									46,635.00
<b>45759</b>									
07/25	07/09/2025	45759	1120	CANNON CORPORATION	92357	1	1-1000-5844	1,825.00	1,825.00
Total 45759:									1,825.00
<b>45760</b>									
07/25	07/09/2025	45760	1133	CARPINTERIA VALLEY LUMBER	565285	1	1-1000-5680	320.90	320.90
07/25	07/09/2025	45760	1133	CARPINTERIA VALLEY LUMBER	565594	1	1-1000-5680	73.56	73.56
07/25	07/09/2025	45760	1133	CARPINTERIA VALLEY LUMBER	565640	1	1-1000-5680	17.43	17.43
07/25	07/09/2025	45760	1133	CARPINTERIA VALLEY LUMBER	566251	1	1-1000-5510	7.16	7.16
07/25	07/09/2025	45760	1133	CARPINTERIA VALLEY LUMBER	566270	1	1-1000-5610	1.08	1.08
07/25	07/09/2025	45760	1133	CARPINTERIA VALLEY LUMBER	566424	1	1-1000-5620	6.09	6.09
07/25	07/09/2025	45760	1133	CARPINTERIA VALLEY LUMBER	566626	1	1-1000-5525	43.59	43.59
07/25	07/09/2025	45760	1133	CARPINTERIA VALLEY LUMBER	567119	1	1-1000-5640	3.42	3.42
07/25	07/09/2025	45760	1133	CARPINTERIA VALLEY LUMBER	567314	1	1-1000-5510	65.38	65.38
Total 45760:									538.61
<b>45761</b>									
07/25	07/09/2025	45761	1140	CASELLE INC.	INV-08644	1	1-0000-5851	2,260.00	2,260.00
Total 45761:									2,260.00
<b>45762</b>									
07/25	07/09/2025	45762	1175	COAST AUTO PARTS	792228	1	1-1000-5640	100.27	100.27
Total 45762:									100.27
<b>45763</b>									
07/25	07/09/2025	45763	1176	COASTAL COPY	1155518	1	1-0000-5270	286.85	286.85

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
Total 45763:									286.85
<b>45764</b>									
07/25	07/09/2025	45764	1204	COX COMMUNICATIONS	00130110246	1	1-1000-5843	117.22	117.22
07/25	07/09/2025	45764	1204	COX COMMUNICATIONS	00130110246	2	1-0000-5843	117.22	117.22
Total 45764:									234.44
<b>45765</b>									
07/25	07/09/2025	45765	1212	CUSHMAN CONTRACTING COR	PROGRESS	1	1-0000-1820	106,249.90	106,249.90
Total 45765:									106,249.90
<b>45766</b>									
07/25	07/09/2025	45766	1315	FREDERIC V. HEPP, DDS, A PR	MURRAY, C	1	1-0000-5127	289.00	289.00
Total 45766:									289.00
<b>45767</b>									
07/25	07/09/2025	45767	1317	FRONTIER COMMUNICATIONS	8056842498	1	1-1000-5430	85.04	85.04
Total 45767:									85.04
<b>45768</b>									
07/25	07/09/2025	45768	1355	GRAINGER	9555104216	1	1-1000-5650	33.45	33.45
Total 45768:									33.45
<b>45769</b>									
07/25	07/09/2025	45769	1367	HACH COMPANY	14558429	1	1-1000-5650	1,890.18	1,890.18
Total 45769:									1,890.18
<b>45770</b>									
07/25	07/09/2025	45770	1402	IMPULSE ADVANCED COMMUNI	133317	1	1-0000-5430	191.23	191.23
07/25	07/09/2025	45770	1402	IMPULSE ADVANCED COMMUNI	133317	2	1-1000-5430	191.22	191.22
Total 45770:									382.45
<b>45771</b>									
07/25	07/09/2025	45771	1428	JCI JONES CHEMICALS INC.	971661	1	1-1000-5522	10,536.54	10,536.54
Total 45771:									10,536.54
<b>45772</b>									
07/25	07/09/2025	45772	1507	MC CORMIX CORP.	30121	1	1-1000-5526	755.19	755.19
07/25	07/09/2025	45772	1507	MC CORMIX CORP.	30545	1	1-1000-5526	417.85	417.85
Total 45772:									1,173.04
<b>45773</b>									
07/25	07/09/2025	45773	1523	MISSION UNIFORM SERVICE	523952970	1	1-1000-5510	154.51	154.51
07/25	07/09/2025	45773	1523	MISSION UNIFORM SERVICE	523985882	1	1-1000-5241	296.49	296.49
07/25	07/09/2025	45773	1523	MISSION UNIFORM SERVICE	523985883	1	1-1000-5510	44.61	44.61
07/25	07/09/2025	45773	1523	MISSION UNIFORM SERVICE	524027702	1	1-1000-5241	296.49	296.49

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
07/25	07/09/2025	45773	1523	MISSION UNIFORM SERVICE	524027703	1	1-1000-5510	44.61	44.61
07/25	07/09/2025	45773	1523	MISSION UNIFORM SERVICE	524069107	1	1-1000-5241	296.49	296.49
07/25	07/09/2025	45773	1523	MISSION UNIFORM SERVICE	524069108	1	1-1000-5510	44.61	44.61
07/25	07/09/2025	45773	1523	MISSION UNIFORM SERVICE	524075902	1	1-1000-5510	208.19	208.19
07/25	07/09/2025	45773	1523	MISSION UNIFORM SERVICE	524112251	1	1-1000-5241	318.75	318.75
07/25	07/09/2025	45773	1523	MISSION UNIFORM SERVICE	524112252	1	1-1000-5510	44.61	44.61
Total 45773:									1,749.36
<b>45774</b>									
07/25	07/09/2025	45774	1580	PAYCHEX HR	9858882	1	1-0000-5851	148.35	148.35
Total 45774:									148.35
<b>45775</b>									
07/25	07/09/2025	45775	1581	PAYCHEX OF NEW YORK LLC	2025062600	1	1-0000-5851	58.00	58.00
Total 45775:									58.00
<b>45776</b>									
07/25	07/09/2025	45776	1610	PURETEC	2304668	1	1-1000-5310	250.29	250.29
07/25	07/09/2025	45776	1610	PURETEC	2304872	1	1-1000-5310	139.19	139.19
07/25	07/09/2025	45776	1610	PURETEC	2307537	1	1-1000-5310	121.60	121.60
Total 45776:									511.08
<b>45777</b>									
07/25	07/09/2025	45777	1628	RELIANCE STANDARD LIFE INS	LTD 105669	1	1-0000-5124	452.92	452.92
07/25	07/09/2025	45777	1628	RELIANCE STANDARD LIFE INS	LTD 105669	2	1-1000-5124	1,041.62	1,041.62
Total 45777:									1,494.54
<b>45778</b>									
07/25	07/09/2025	45778	1715	SOCAL GAS	0485143000	1	1-1000-5410	91.59	91.59
Total 45778:									91.59
<b>45779</b>									
07/25	07/09/2025	45779	1721	SOUTHERN CALIFORNIA EDISO	7004056877	1	1-1000-5420	100.12	100.12
07/25	07/09/2025	45779	1721	SOUTHERN CALIFORNIA EDISO	7004056877	2	1-1000-5420	43.22	43.22
07/25	07/09/2025	45779	1721	SOUTHERN CALIFORNIA EDISO	7004056877	3	1-1000-5420	343.58	343.58
07/25	07/09/2025	45779	1721	SOUTHERN CALIFORNIA EDISO	7004056877	4	1-1000-5420	382.40	382.40
07/25	07/09/2025	45779	1721	SOUTHERN CALIFORNIA EDISO	7004056877	5	1-1000-5420	119.44	119.44
07/25	07/09/2025	45779	1721	SOUTHERN CALIFORNIA EDISO	7004056877	6	1-1000-5420	1,300.40	1,300.40
07/25	07/09/2025	45779	1721	SOUTHERN CALIFORNIA EDISO	7004056877	7	1-1000-5420	17,292.44	17,292.44
07/25	07/09/2025	45779	1721	SOUTHERN CALIFORNIA EDISO	7004056877	8	1-1000-5420	1,314.94	1,314.94
07/25	07/09/2025	45779	1721	SOUTHERN CALIFORNIA EDISO	7006960310	1	1-0000-5420	44.25	44.25
Total 45779:									20,940.79
<b>45780</b>									
07/25	07/09/2025	45780	1732	STANDARD INSURANCE COMP	615642_JUL	1	1-0000-5126	84.80	84.80
07/25	07/09/2025	45780	1732	STANDARD INSURANCE COMP	615642_JUL	2	1-1000-5126	275.60	275.60
Total 45780:									360.40

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
<b>45781</b>									
07/25	07/09/2025	45781	1916	TERRAVERDE ENERGY LLC.	2447_BALAN	1	1-0000-1820	397.52	397.52
Total 45781:									397.52
<b>45782</b>									
07/25	07/09/2025	45782	1793	TRI-CO REPROGRAPHICS	222609	1	1-0000-5210	84.22	84.22
Total 45782:									84.22
<b>45783</b>									
07/25	07/09/2025	45783	1803	UCLA DENTISTRY	LUNA, ROBE	1	1-1000-5127	5,000.00	5,000.00
Total 45783:									5,000.00
<b>45784</b>									
07/25	07/09/2025	45784	1806	UNDERGROUND SERVICE ALE	24-254232	1	1-1000-5480	30.96	30.96
07/25	07/09/2025	45784	1806	UNDERGROUND SERVICE ALE	620250209	1	1-1000-5480	56.25	56.25
Total 45784:									87.21
<b>45785</b>									
07/25	07/09/2025	45785	1819	USA BLUE BOOK	INV0074251	1	1-1000-5650	1,848.56	1,848.56
Total 45785:									1,848.56
<b>45786</b>									
07/25	07/09/2025	45786	1843	WALTER MICHAJLENKO, DDS,	JIMENEZ, C	1	1-1000-5127	250.00	250.00
Total 45786:									250.00
<b>45787</b>									
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	1	1-0000-5244	625.00	625.00
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	2	1-0000-5210	16.99	16.99
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	3	1-0000-5244	20.77	20.77
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	4	1-0000-5244	39.00	39.00
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	5	1-0000-5210	10.10	10.10
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	6	1-0000-5210	72.91	72.91
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	7	1-0000-5843	99.99	99.99
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	8	1-1000-5690	182.99	182.99
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	9	1-1000-5690	39.56	39.56
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	10	1-1000-5260	89.35	89.35
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	11	1-1000-5525	6.20	6.20
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	12	1-1000-5525	138.93	138.93
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	13	1-1000-5525	49.06	49.06
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	14	1-1000-5242	239.00	239.00
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	15	1-1000-5242	209.00	209.00
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	16	1-1000-5242	106.00	106.00
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	17	1-1000-5244	400.00	400.00
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	18	1-1000-5242	106.00	106.00
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	19	1-1000-5844	87.19	87.19
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	20	1-1000-5844	10.33	10.33
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	21	1-1000-5680	137.25	137.25
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	22	1-1000-5680	54.49	54.49
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	23	1-1000-5680	335.00	335.00
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	24	1-1000-5680	70.14	70.14

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	25	1-1000-5680	7.61	7.61
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	26	1-0000-1820	157.56	157.56
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	27	1-1000-5680	178.70	178.70
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	28	1-1000-5650	435.98	435.98
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	29	1-0000-1820	3,909.40	3,909.40
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	30	1-1000-5650	174.35	174.35
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	31	1-1000-5650	108.99	108.99
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	32	1-0000-1820	1,035.24	1,035.24
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	33	1-0000-1820	1,427.46-	1,427.46-
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	34	1-1000-5844	14.14	14.14
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	35	1-1000-5843	.99	.99
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	36	1-1000-5525	74.09	74.09
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	37	1-1000-5310	24.36	24.36
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	38	1-1000-5310	27.23	27.23
07/25	07/09/2025	45787	1799	U.S. BANK CORPORATE PAYME	4246044555	39	1-1000-5210	68.54	68.54
Total 45787:									7,934.97
<b>45788</b>									
07/25	07/09/2025	45788	1907	VEGA Americas Inc.	651363	1	1-0000-1820	4,313.11	4,313.11
Total 45788:									4,313.11
<b>45789</b>									
07/25	07/11/2025	45789	1135	CARPINTERIA VALLEY WATER	16-160003-0	1	1-0000-5440	55.06	55.06
07/25	07/11/2025	45789	1135	CARPINTERIA VALLEY WATER	16-160086-0	1	1-1000-5440	55.06	55.06
07/25	07/11/2025	45789	1135	CARPINTERIA VALLEY WATER	16-168193-0	1	1-1000-5440	115.17	115.17
07/25	07/11/2025	45789	1135	CARPINTERIA VALLEY WATER	16-169000-0	1	1-1000-5440	103.29	103.29
07/25	07/11/2025	45789	1135	CARPINTERIA VALLEY WATER	16-169005-0	1	1-1000-5440	135.81	135.81
07/25	07/11/2025	45789	1135	CARPINTERIA VALLEY WATER	16-169040-0	1	1-1000-5440	75.50	75.50
07/25	07/11/2025	45789	1135	CARPINTERIA VALLEY WATER	16-169049-0	1	1-1000-5440	90.02	90.02
07/25	07/11/2025	45789	1135	CARPINTERIA VALLEY WATER	16-169050-0	1	1-0000-5440	217.19	217.19
Total 45789:									847.10
<b>45790</b>									
07/25	07/11/2025	45790	1274	ENGEL & GRAY, INC.	56X00001	1	1-1000-5470	13,236.67	13,236.67
Total 45790:									13,236.67
<b>45791</b>									
07/25	07/11/2025	45791	1781	TIERRA CONTRACTING, INC.	3830-1	1	1-0000-1820	14,946.25	14,946.25
Total 45791:									14,946.25
<b>45792</b>									
07/25	07/11/2025	45792	1910	TRAVIS KEARNEY	KEARNEY.O	1	1-1000-5127	1,885.00	1,885.00
Total 45792:									1,885.00
<b>45793</b>									
07/25	07/22/2025	45793	1030	ALLIANT INSURANCE SERVICE	3137122	1	1-0000-5231	877.00	877.00
Total 45793:									877.00

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
<b>45794</b>									
07/25	07/22/2025	45794	1157	CHASE	494	1	1-0000-2510	279,912.85	279,912.85
Total 45794:									279,912.85
Grand Totals:									531,347.71

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
1-0000-1820	131,008.98	1,427.46-	129,581.52
100002000	1,427.46	532,775.17-	531,347.71-
1-0000-2510	279,912.85	.00	279,912.85
1-0000-5124	452.92	.00	452.92
1-0000-5126	84.80	.00	84.80
1-0000-5127	289.00	.00	289.00
1-0000-5128	6,500.00	.00	6,500.00
1-0000-5210	184.22	.00	184.22
1-0000-5231	877.00	.00	877.00
1-0000-5244	684.77	.00	684.77
1-0000-5270	286.85	.00	286.85
1-0000-5420	44.25	.00	44.25
1-0000-5430	191.23	.00	191.23
1-0000-5440	272.25	.00	272.25
1-0000-5490	194.17	.00	194.17
1-0000-5843	217.21	.00	217.21
1-0000-5849	199.20	.00	199.20
1-0000-5851	2,466.35	.00	2,466.35
1-1000-5124	1,041.62	.00	1,041.62
1-1000-5126	275.60	.00	275.60
1-1000-5127	7,135.00	.00	7,135.00
1-1000-5128	40,135.00	.00	40,135.00
1-1000-5210	68.54	.00	68.54
1-1000-5241	1,208.22	.00	1,208.22
1-1000-5242	660.00	.00	660.00
1-1000-5244	400.00	.00	400.00
1-1000-5260	89.35	.00	89.35
1-1000-5310	562.67	.00	562.67
1-1000-5320	1,460.00	.00	1,460.00
1-1000-5410	91.59	.00	91.59
1-1000-5420	20,896.54	.00	20,896.54
1-1000-5430	276.26	.00	276.26
1-1000-5440	574.85	.00	574.85
1-1000-5470	13,236.67	.00	13,236.67
1-1000-5480	87.21	.00	87.21
1-1000-5510	613.68	.00	613.68
1-1000-5522	10,536.54	.00	10,536.54
1-1000-5525	311.87	.00	311.87
1-1000-5526	1,173.04	.00	1,173.04
1-1000-5610	1.08	.00	1.08
1-1000-5620	6.09	.00	6.09
1-1000-5640	103.69	.00	103.69
1-1000-5650	4,491.51	.00	4,491.51

GL Account	Debit	Credit	Proof
1-1000-5680	1,195.08	.00	1,195.08
1-1000-5690	222.55	.00	222.55
1-1000-5843	118.21	.00	118.21
1-1000-5844	1,936.66	.00	1,936.66
Grand Totals:	534,202.63	534,202.63-	.00

Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"





# Carpinteria Sanitary District

Board of Directors Meeting

## STAFF REPORT

**TO:** Board of Directors

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

**SUBJECT:** Public Hearing and Report on District Vacancy Rates, Recruitment and Retention Pursuant to California Assembly Bill 2561

**DATE:** August 19, 2025

**REQUESTED ACTION:** Conduct a public hearing on the subject topic and receive information regarding vacancy rates, recruitment and retention of District staff.

**BACKGROUND:** California Assembly Bill 2561 (AB 2561) mandates that public agencies address the issue of job vacancies within their organization. It aims to increase transparency and accountability in public sector staffing by requiring annual public hearings where agencies present information about job vacancies, recruitment, and retention efforts. The bill was signed into law by Governor Newsom on September 22, 2024, becoming effective on January 1, 2025.

AB 2561 requires agencies to hold at least one public hearing per fiscal year before their governing body to discuss the status of job vacancies. During these hearings, agencies must provide details on staffing levels, vacancy rates, recruitment efforts, and employee retention data. Agencies are also required to identify any policies, procedures, or recruitment activities that may hinder the hiring process and discuss potential changes to address these obstacles. There are additional provisions of the law related to collective bargaining units which are not applicable to the District

Staffing Levels and Vacancy Rates. For FY 2025/26 the District has 18 authorized full time equivalent (FTE) positions. Currently we are fully staffed with 18 regular employees. There are no vacant positions at this time.

Recruiting and Retention. Historically, the District has experienced a very static workforce where employees are hired and generally do not leave. We continue to have a number of employees with long tenure, some having been with the agency for over 30 years. Over the past several years, however, the District has experienced staff turnover at a much higher rate.

A summary of recruiting efforts over the past 18 months is provided below:

- **Collection System Supervisor (2024).** Direct hire off candidate list from open recruitment in 2022. Very good outcome. Employee resides in Ventura.
- **Administrative Support Specialist (2024).** Modified position and salary ahead of open recruitment with regional distribution. 18 applicants for this position. Very good outcome. Employee resides in Ojai.
- **Collection System Operator 1 (2024).** Strategically recruited at entry level. Open recruitment with local distribution. 9 applicants for this position. Employee resides in Carpinteria.

- **Wastewater Treatment Operator 2 through 4 (2025).** Broad distribution that included Statewide trade organizations. Only one applicant, but a good outcome. Hired at the Grade 3 level. Employee has relocated to Carpinteria.

In terms of retention, the above positions were vacated for a variety of reasons: one was a retirement, one was a termination, one individual moved out of state and the fourth moved to another agency.

Challenges and Obstacles. Although we have had a series of successful recruitments recently, the market remains impacted, particularly for higher level certified operators. A 2023 recruitment for a certified operator took over 18 months to fill, even with an aggressive pursuit that included increasing the pay scale for the position, offering referral incentives to existing staff and direct outreach to certified operators within the tri-counties region.

The primary challenge to hiring qualified staff continues to be the cost of housing in Carpinteria and surrounding communities. This is an issue affecting all local employers, but is exacerbated for critical public service providers like the District, where remote work is not an option and continuous staffing is mandatory to meet permit requirements and to protect public health.

A consequence of this regional issue is that our peer agencies facing the same challenge address it, in part, by increasing salaries and compensation. This puts upward pressure on the District to keep its compensation packages at a level that will ensure staff retention.

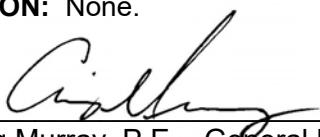
Another challenge facing the District is our workforce demographic. Many of our senior staff members have reached or are reaching full retirement age. The District has pursued succession planning to some degree for certain positions, but we have not developed a formal strategy or plan across the agency.

At this time, District staff does not believe that there are any fundamental or institutional policies or procedural barriers in place that would hinder recruitment or hiring. Staying competitive in the market is critically important for hiring and retention, and it may be appropriate to verify this through periodic salary and compensation studies. The District last performed an internal study in 2019.

**RECOMMENDATION:** None. Information Only.

**SUGGESTED MOTION:** None.

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: **Task Order No. 2025-002 – Cannon As-Needed SCADA Services  
General SCADA Support and Programming**

DATE: August 19, 2025

**REQUESTED ACTION:** That the Board authorize the General Manager to approve Task Order No. 2025-002 pursuant to the existing as-needed engineering services agreement with Cannon Corporation.

**FUNDING SOURCE:** Authorized CIP Project (FY 2025/26)

**BACKGROUND:** On April 21, 2020 the Board of Directors ratified an agreement with Cannon Corporation. (Cannon) for the provision of SCADA and electrical instrumentation consulting services. This agreement set up a Task Order based system for engaging Cannon on individual projects or for specific support needs. Proposed task orders that exceed \$15,000 in value are presented to the Board for approval prior to issuance by the General Manager.

Task Order No. 2025-002 is proposed for two separate but related projects. The first involves a major improvement to the SCADA network that includes installation of new hardware components, improved fiber optic connectivity and development of detailed network drawings for the entire communications ring. This work will greatly facilitate the future interconnection of SCADA and control systems for the CAPP facilities. The second project includes the provision of hardware and programming to establish a secure remote access protocol for the SCADA platform. This accessibility will benefit operational response to alarms and we anticipate modest savings in overtime expenses with this improvement.


A total budget of \$58,100 is proposed for Task Order 2025-002. The work would be performed on a fixed fee basis in close coordination with District operations staff. A copy of Task Order No. 2025-002, which includes Cannon's scope and fee proposal, is attached herewith for consideration. The authorized CIP budget for this project is \$50,000, but the scope of the fiber communication work expanded somewhat as the project developed. Staff is not recommending a CIP budget adjustment at this time as the overage is within management's spending authority.

**RECOMMENDATION:** Staff recommends that the Board authorize the General Manager to approve Task Order No. 2025-002 in the amount of \$58,100, pursuant to the as-needed engineering services agreement with Cannon.

**SUGGESTED MOTION:** I move that the Board authorize the General Manager to approve Task Order No. 2025-002 pursuant to as-needed engineering services agreement with Cannon as presented.

M \_\_\_\_\_ S \_\_\_\_\_

Ayes: \_\_\_\_\_ Nays: \_\_\_\_\_ Abstentions: \_\_\_\_\_

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

Attachments: Task Order No. 2025-002

**CARPINTERIA SANITARY DISTRICT  
TASK ORDER NO. 2025-002**

**Contract Date: April 21, 2020**  
General Services Agreement  
Professional Consulting Services

**DATE:** August 19, 2025

**TO:** Dave Noellsch, P.E. – Senior Associate Control System Engineer

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

In accordance with Paragraph 1, Scope of Services of the General Services Agreement for professional SCADA consulting and support services, between the Carpinteria Sanitary District and

**Cannon Corporation**

covering the period of April 21, 2020 through April 22, 2026, unless otherwise terminated, the undersigned agree that the supplies/services affected by this Task Order Letter are modified as follows:

**Task Order Description**

The scope of work under this task order is as follows: *Planning, design, hardware procurement, installation, programming and related services necessary to improve the fiber optic communication ring at the District's WWTP and to implement secure remote SCADA access as detailed in Cannon's task order proposal dated August 14, 2025. Said proposal is attached and made part of this Task Order 2025-002 description.*

**Task Cost and Payment**

Payment shall be made on a fixed fee basis pursuant to the original Agreement. The maximum amount payable by the District for services under this Task Order is **\$58,100** unless modified in writing by the District's General Manager.

**Performance Period**

The Contractor will complete the performance in this Task Order by December 31, 2025. This Task Order is executed pursuant to Paragraph 1 of the original Contract. The parties agree that all work shall be performed according to the standards and terms set forth in the original Agreement. In the event of any conflict or inconsistency between this amendment and the original Agreement, the original Agreement shall govern.

This Task Order is effective as of August 19, 2025. In no event shall it be deemed valid until it shall have been approved by the District General Manager. Consultant is authorized to bill for services provided prior to this date which were directed by the District.

**CARPINTERIA SANITARY DISTRICT:**

  
\_\_\_\_\_  
Craig Murray, P.E. – General Manager

**CANNON CORPORATION:**

\_\_\_\_\_  
Jeff Spannbauer – Principal



August 14, 2025

Mr. Craig Murray  
General Manager  
Carpinteria Sanitary District  
5300 Sixth Street  
Carpinteria, CA 93013

**PROJECT: NETWORK UPGRADES AND REMOTE ACCESS**

Dear Mr. Murray:

The Carpinteria Sanitary District is preparing for the new Carpinteria Advanced Purification Project (CAPP), which will integrate with the existing WWTP SCADA system. To support this integration, the District requires a more resilient and secure network. The current configuration creates single points of failure and lacks secure remote access for alarm and trend monitoring.

Our proposed solution ensures a resilient and scalable SCADA network by providing comprehensive network documentation to support both implementation and future expansion. It includes upgrading SCADA switches to redundant fiber models that align with existing server redundancy, establishing a phased network ring—first logical, then physical—using current and planned fiber paths, and implementing a secure DMZ for remote access and alarm acknowledgment, designed for internal management and operational security.

This approach enhances reliability, reduces downtime, and simplifies long-term maintenance. As your preferred integrator, Cannon's ongoing instrumentation and control services and CAPP design reviews reflect our well established understanding of your needs.

The enclosed proposal details our scope, costs, and timeline. We look forward to continuing our partnership on this project. Please sign and return the Acceptance of Proposal, which will serve as notice to proceed.

Sincerely,

A handwritten signature in blue ink that reads "David A. Noellsch".

David A. Noellsch, PE  
Principal Engineer  
CS 7576



## PROJECT UNDERSTANDING AND APPROACH

The Carpinteria Sanitary District's wastewater treatment plant (WWTP) is the future home of the Carpinteria Advanced Purification Project (CAPP), a new water purification facility. This facility will tie into your existing SCADA system to be operated and maintained by your staff. Your existing SCADA system network has a spoke/star configuration which is less resilient than a network ring due to single-points-of-failure. Additionally, the existing system lacks a layer of security for secure remote access for monitoring trends and critical alarms. This network upgrade and remote access project provides a pathway to a robust SCADA network for both facilities and an avenue for secure remote monitoring. Our solution delivers a resilient, secure, and scalable network through:

- Detailed Documentation: Providing detailed existing and proposed network diagrams, including patch panel layouts and bills of materials (BOMs), for accurate implementation and future scalability.
- SCADA Switch Upgrade: Replacing the SCADA switch with a fiber switch and adding a second for redundancy, aligning with your redundant SCADA servers.
- Two-Phase Network Ring: Implementing a logical ring using existing fiber pathways before CAPP construction, followed by a true physical fiber ring after CAPP is built.
- Secure Remote Access: Implementing a secure network zone (DMZ) for remote trending and alarm monitoring, with acknowledgment capabilities (e.g., via Win911), designed for internal management by your team to minimize external IT reliance.

This approach enhances reliability, reduces downtime, and supports both the existing WWTP and future CAPP operations. To simplify maintenance, we recommend managed switches commonly used for industrial networks, which are easier for your team to support than Cisco alternatives. Canon will collaborate with CIO Solutions for firewall replacement and switch configuration for a smooth transition.

## SCOPE OF WORK

This scope of work was developed based on various e-mails, our Teams call April 1<sup>st</sup>, subsequent CAPP Workshop on April 3<sup>rd</sup>, a scoping meeting on April 30<sup>th</sup>, and a site visit on May 7<sup>th</sup>.

### ***Phase 1. Design Phase***

#### ***Task 1 Project Kickoff Meeting***

Canon will facilitate a Project Kickoff Meeting with key Carpinteria Sanitary District personnel and Canon's project team. The meeting will focus on:

- Project Understanding: Reviewing the network upgrade and remote access scope, including the two-phase network ring (logical ring pre-CAPP, physical fiber ring post-CAPP).
- Team Roles and Coordination: Confirming responsibilities and aligning with CAPP construction timelines.



- Scope and Schedule Refinement: Identifying any changes since our last site visit and addressing potential challenges, such as firewall integration or downtime constraints.
- District Input: Clarifying critical priorities to ensure the solution meets operational needs for both WWTP and CAPP.

This collaborative session will establish a clear project roadmap, promoting alignment between the District and Cannon. Outcomes will include a collaborative scope, schedule, and action plan to guide implementation.

#### *Task 2      Field Investigation*

Following the Project Kickoff Meeting, Cannon will conduct a more thorough Field Investigation to support the network upgrade and remote access design. This detailed site walk builds on our prior assessment and will focus on:

- Network Infrastructure Mapping: Verify and document existing fiber and copper pathways, including specific ports on managed switches and available spare fiber pairs for the logical ring implementation (pre-CAPP) and future physical fiber ring (post-CAPP).
- Equipment Assessment: Verifying the condition and configuration of Unit Control Panels (UCPs) ethernet switches and related hardware to inform upgrade requirements.
- Integration Planning: Identifying connection points for secure remote access (e.g., DMZ setup) and coordination with CAPP construction needs.
- Drawing Preparation: Collecting precise data to develop accurate existing and proposed network diagrams, including patch panel layouts and bills of materials (BOMs).

This investigation helps align the proposed design with existing site conditions, reduces implementation risks, and supports ongoing WWTP operations. Cannon will collaborate with District personnel to discuss our findings and refine the design, implementation plan, and timeline.

#### *Task 3      Network Design Drawings*

Using data from the Field Investigation task, Cannon will develop detailed network design drawings for the SCADA network including main SCADA switches, UCP 11, 500, 700, 800, 900, and CAPP connections to support the two-phase network upgrade for the WWTP and CAPP integration. These drawings will expand on the District's conceptual diagram ("ITS\_Standard\_Networks – CAPP.pdf") and include:

- Two-Phase Network Layout: Detailing the logical ring (pre-CAPP) using existing fiber and copper, and the physical fiber ring (post-CAPP) replacing copper runs where needed.
- Switch and Remote Access Specifications: Documenting managed switch ports, spare fiber pairs, and secure network zone (DMZ) configurations.
- Supporting Documentation: Providing bills of materials (BOMs) and patch panel layouts for implementation.





Cannon will submit up to two draft sets for review, followed by a meeting with District personnel to discuss feedback, address concerns, and finalize the drawings.

## ***Phase 2. Installation Phase***

### ***Task 1 Procurement***

- Cannon will procure two (2) SCADA switches for the network ring solution.
- Cannon will procure (1) security appliance (firewall) for the secure remote access solution.

### ***Task 2 Fiber Patching & Configurations***

- Cannon will install and configure the new SCADA switches and make necessary fiber patching changes to implement the logical network ring per the Pre-CAPP network drawings.
- Cannon will install and configure the security appliance for remote access.
- Cannon will make necessary fiber patching changes to implement the physical network ring per the Pre-CAPP network drawings.

### ***Task 3 Testing***

- Cannon will test the network resiliency by disconnecting pathways.

## **DELIVERABLES**

- Existing network drawings
- Pre-CAPP network drawings
- Post-CAPP network drawings
- Security Firewall Appliance
- SCADA Network Switches

## **ASSUMPTIONS**

1. Existing Infrastructure Suitability: The existing fiber and copper pathways, as identified during the Field Investigation, are assumed to be in suitable condition for implementing the logical ring (pre-CAPP) and supporting initial configurations without requiring significant repairs or replacements.
2. District-Provided Information: The District will provide accurate and timely information, including the conceptual diagram ("ITS\_Standard\_Networks – CAPP.pdf"), as-built documentation, and operational requirements, to support the Field Investigation and Network Design Drawings.
3. CAPP Construction Timeline: The post-CAPP physical fiber ring implementation assumes CAPP construction is completed per the District's provided schedule, with access to new infrastructure (e.g., CAPP connection points) available as planned.





4. CIO Coordination: CIO will provide timely support for firewall replacement and switch configuration, including necessary access, specifications, and approvals, to meet the project timeline.
5. Shutdown Windows: The District will provide sufficient shutdown windows for installation and testing, coordinated with Cannon's schedule, to minimize operational disruptions.
6. Material Availability: Procurement of SCADA switches and the security appliance assumes standard lead times and availability at the time of order, as specified in the 90% network design drawings.
7. Prevailing Wage Compliance: If Prevailing Wage applies, the District will provide the DIR Project ID within five days of contract award to allow Cannon to file the required 72-hour notification prior to on-site work.

## EXCLUSIONS

1. Additional Infrastructure Repairs: Repairs or replacements of existing fiber, copper, or other infrastructure (e.g., conduits, panels) beyond the scope of patching and configurations are excluded.
2. CAPP Construction Delays: Delays or changes to the CAPP construction schedule that impact the physical fiber ring implementation are excluded from Cannon's responsibility.
3. Third-Party Equipment Compatibility: Compatibility issues with existing District equipment (e.g., non-standard UCPs, legacy systems) not identified during the Field Investigation are excluded.
4. Additional Submittals or Meetings: Network design drawings beyond two draft submittals or one review meeting, unless requested by the District, are excluded.
5. Unspecified Materials: Materials not explicitly listed in the proposal, including cables, conduit, patch cords, or additional hardware beyond the two SCADA switches and one security appliance, are excluded.
6. Extended Testing or Downtime: Additional testing or extended shutdown periods beyond the agreed-upon resiliency testing scope due to District operational constraints are excluded.
7. CIO or Third-Party Delays: Costs or delays resulting from the District's CIO or other third-party vendors failing to meet coordination timelines are excluded.
8. Post-Installation Support: Ongoing maintenance, monitoring, or support of the network or remote access system after testing and commissioning are excluded unless separately contracted.



## **SCHEDULE**

Below is a preliminary schedule which shows the entire project taking approximately 5 months to complete. These are approximate dates which are dependent on notice to proceed, completion of the field investigation, and coordinating our work with the CAPP project.

### ***Phase 1. Design Phase***

- Project kickoff and field investigation can be scheduled approximately two weeks from the notice to proceed, assuming District staff availability.
- Network design drawings at 50% completion, approximately two weeks after the field investigation.
- Network design drawings at 90% completion, approximately four weeks after the field investigation.
- Network design drawings at 100% completion, approximately six weeks after the field investigation.

### ***Phase 2. Installation Phase***

- To expedite lead times, procurement can begin after the 90% network drawings, at which point the BOMs should be set.
- Installation and testing can be scheduled after the 100% network drawings are completed and materials are received. Cannon expects the District's shutdown schedule to drive the installation timeline.

## **FEES**

Fixed Fee: \$58,100.00

## **CALIFORNIA PREVAILING WAGE**

It is our understanding that this project qualifies for California Prevailing Wages.

If the scope of our work requires the skilled trades which are subject to Prevailing Wage requirements, then our rates will reflect this. If the scope of our work does not require skilled trades which are subject to Prevailing Wage requirements, our rates will not reflect prevailing wage rates.

We will need a DIR number so that we can file our 72-hour notification prior to performing on-site work.



### PREVAILING WAGE INFORMATION REQUEST

Thank you for this opportunity to be of service on your public works project. Please complete and return this form to allow us to comply with California's prevailing wage requirements. Thank you!

Legal Name of Cannon	Cannon Corporation
PWC Registration No.	1000001861
Cannon Project Number	200317.09

### PUBLIC WORKS PROJECT REGISTRATION INFORMATION:

Client's Project Name	
DIR Project ID (PWC-100)	
Applicable Bid Advertisement Date	
Client's Representative for DIR Project ID Information	Name: E-mail: Phone No.:
Labor Compliance Program (LCP) Applicable to this Project?	Yes <input type="checkbox"/> or No <input type="checkbox"/> If yes, please confirm if Cannon will be subject to the LCP and provide a copy of the LCP manual to Cannon before the start of the project. Thank you.



## ACCEPTANCE OF PROPOSAL

Proposal Date:

August 14, 2025

Client:

Carpinteria Sanitary District

5300 Sixth Street

Carpinteria, CA 93013

Project:

## Network Upgrades and Remote Access

### Scope of Work:

## Network Improvements

Fixed Fees:

\$58,100.00

Appendix A details the terms for work.

- If this work is subject to California Prevailing Wages; please provide us with the DIR Project ID.
- If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the above rates for weekdays for daily hours in excess of 8 as well as weekends and a multiplier of 2.0 for daily hours in excess of 12 and holidays.

Please indicate your acceptance of this proposal by signing below.

In witness whereof, the parties hereto have caused this agreement consisting of proposal letter, Appendix A and any other necessary and applicable documents to be executed of the date and year first above written. In Appendix A, Cannon Corporation hereinafter referred to as Cannon. The Client, as noted below, hereinafter referred to as Client.

Client: Carpinteria Sanitary District

Cannon

X

Client Representative Title

---

Jeff Spannbauer, PE

Director, Automation & Electrical Engineering  
C 66131

Date:



## **APPENDIX A: TERMS FOR CANNON INTEGRATED CONTROL SYSTEM SERVICES**

### **Section 1: The Agreement**

- 1.1 The agreement between Cannon and Client consists of the following terms, the attached proposal and any exhibits or attachments noted in the proposal. Together these elements will constitute the entire agreement superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this agreement must be mutually agreed to in writing.

### **Section 2: Standard of Care**

- 2.1 The process to design and install an integrated control system as described in the scope of work (the "Project") requires the Client's good faith participation in the design and training for an integrated control system. Cannon services will be based solely on information provided to Cannon. Cannon is responsible for its, interpretations, and recommendations based on supplied data, but will not be responsible for errors in supplied data or liable for errors resulting from the Client's failure to meet its responsibilities required in the design process. Cannon is not liable for other parties' interpretations or use of the information developed for the Project or for work by third parties including, but not limited to, engineers, architects, contractors, subcontractors, or suppliers of Client.
- 2.2 Engineering and design services performed by Cannon under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of this profession practicing contemporaneously under similar conditions in the locality of the project.
- 2.3 Cannon shall assign to Client, or if not assignable pursue on behalf of Client, any warranty available to Cannon and covering the hardware supplied by Cannon for the Project. CANNON MAKES NO OTHER WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF FREEDOM FROM PATENT INFRINGEMENT, OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHER EXPRESS OR IMPLIED WARRANTIES.
- 2.4 The Client recognizes that it is neither practical nor customary for Cannon to include all design specifications, fabrication, construction or installation details in plans and specifications, creating a need for interpretation by Cannon or an individual who is under Cannon's supervision ("field review"). The Client also recognizes that field review permits Cannon to identify and correct quickly and at comparatively low cost professional errors or omissions that are revealed through construction, or errors or omissions committed by others due to misinterpretation of design documents, or due to other causes. For the foregoing reasons field review is generally considered an essential element of a complete design professional service. Accordingly, if the Client directs Cannon not to provide field review, Cannon shall not be responsible for the consequences of any of Cannon's acts, errors or omissions, except for those consequences which it reasonably could be concluded that Cannon's review services would not have prevented or mitigated.

### **Section 3: Intellectual Property**

- 3.1 The Client agrees that Cannon may use and publish the Client's name and a general description of Cannon's services with respect to the Project in describing Cannon's experience and qualifications to other clients and prospective clients.
- 3.2 The designs and software developed by Cannon and used for the Project, and any patentable or copyrightable concepts developed by Cannon as a consequence of service hereunder shall remain the sole intellectual property of Cannon. Following acceptance and final payment Cannon will grant to the Customer a non-transferrable, non-exclusive, perpetual license to use the software for the Customer's internal purposes only.



#### Section 4: Billing and Payment

- 4.1 Cannon will bill Client, and Client will pay Cannon on a monthly basis. Prior to the start of the project, a retainer as specified in the proposal is required. Invoices for the balance will be submitted to Client by Cannon and will be due and payable within 10 days of invoice date. If Client objects to all or any portion of any invoice, Client will so notify Cannon in writing within fourteen (14) of the invoice date, identify the cause of the disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.
- 4.2 Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of 1-1/2 (1.5) percent per month or 18% per year of any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by Client to Cannon per Cannon's current fee schedule. In the event Client fails to pay Cannon within sixty (60) days after invoices are rendered, Client agrees that Cannon will have the right to consider the failure to pay Cannon's invoice a breach of this agreement.
- 4.3 Client agrees that if Client requests additional services as described in Section 5 below, Client will timely pay for all such additional services as extra work. Cannon will notify the Client prior to performance of services which are not specified in this agreement.
- 4.4 Client agrees that payment to Cannon is in no way contingent on the results of work by Cannon or on the outcome of any litigation.
- 4.5 Preparation and/or travel time will be charged at the hourly rate.
- 4.6 Billing rates are subject to change, typically on an annual basis.

#### Section 5: Additional Services

- 5.1 Additional services include making revisions in drawings, specifications or other documents when such revisions are:
  - a) Inconsistent with approvals or instructions previously given by the Client, including revisions made necessary by adjustments in the Client's program or project budget; or
  - b) Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.
- 5.2 Additional services includes providing services required because of significant changes in the project including, but not limited to, size, quality, complexity, the Client's schedule, or the method of bidding or negotiating and contracting for construction.
- 5.3 Where unexpected developments increase the scope of the Project and/or prove the assumptions of this proposal invalid, Cannon will make a reasonable effort to contact Client to discuss the effects and adjustments to cost.

#### Section 6: Site Access and Systems Conditions

- 6.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for Cannon to perform the work set forth in this agreement. Client will notify any and all possessors of the project site that Client has granted Cannon free access to the site. Cannon will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this agreement unless so specified in the proposal.
- 6.2 Client will share operational requirements, specifications for the Project, and the Client's technical contacts in a timely manner consistent with the scope of the Project. Cannon and Client will communicate regularly to support and coordinate completion of the Project and any commissioning required under this agreement.





#### Section 7: Ownership of Documents

- 7.1 All reports, maps, plans, field data, field notes, estimates and other documents, whether in hard copy or machine readable form, which are prepared by Cannon as instruments of professional service, shall remain the property of Cannon. The Client may retain copies, including copies stored on magnetic tape or disk, for information and for reference in connection with the operation of the Project.
- 7.2 Because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, Cannon reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of Cannon in their preparation. Cannon also reserves the right to retain hard copy originals of all project documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.
- 7.3 The Client recognizes that changes or modifications to Cannon's instruments of professional service introduced by anyone other than Cannon may result in adverse consequences which Cannon can neither predict nor control. Therefore, and in consideration of Cannon's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify Cannon from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse or reuse by others of the machine readable information and data provided by Cannon under this Agreement. The foregoing indemnification applies, without limitation, to any use of the project documents on other projects, for additions to this project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by Cannon.
- 7.4 Client agrees that all reports and other work furnished to Client or its agents, which are not paid for, will be returned upon demand and will not be used by Client or others for any purpose whatsoever.

#### Section 8: Client Responsibilities

- 8.1 The Client shall provide full information including Client's system design specifications, as built and installed documentation, facility constraints, and budget criteria.
- 8.2 The Client shall furnish the services of a structural, mechanical, or other engineer, consultant services, and laboratory tests, inspections, or reports as required by law or as requested by Cannon to perform the functions and services required of this agreement. The information shall be furnished at the Client's expense and Cannon shall be entitled to rely upon the accuracy and completeness thereof.
- 8.3 The Client shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services the Client may require to verify a Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by the Client. The information above shall be furnished at the Client's expense, and Cannon shall be entitled to rely upon the accuracy and completeness thereof.
- 8.4 If the Client observes or otherwise becomes aware of any fault or defect in the project or nonconformance with the Contract Documents, prompt written notice shall be given by the Client to Cannon.
- 8.5 The Client shall furnish information and shall review Cannon's work and provide decisions as expeditiously as necessary for the orderly progress of the project and of Cannon's services.

#### Section 9: Insurance

- 9.1 Cannon and its agents, staff and consultants employed by it, is and are protected by worker's compensation insurance and that Cannon has such coverage under public liability and property damage insurance policies which Cannon deems to be adequate for its services performed. Certificates for all such policies of insurance shall be provided to Client upon written request. Within the limits and conditions of such insurance, Cannon agrees to indemnify and save Client harmless from and against any loss, damage or liability proximately caused by negligent acts by Cannon, its agents, staff, and consultants employed by it. Cannon shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance. Cannon shall not be responsible for any consequential damages nor for any loss, damage, or liability arising from any acts by Client, its agents, staff, and other consultants employed by Client.

## Section 10: Termination

- 10.1 This agreement may be terminated by either party by giving seven (7) days written notice in the event of any breach of any provision of this agreement, or in the event of substantial failure of performance by the other party, or if Client suspends the work for more than three (3) months. In the event of termination, Cannon will be paid for services performed prior to the date of termination plus reasonable termination expenses including the cost of completing analyses, records and reports necessary to document job status at the time of termination.
- 10.2 Failure of the Client to make payments to Cannon when due in accordance with this agreement shall be considered substantial nonperformance and cause for termination. If the Client fails to make payment when due to Cannon for services and expenses, Cannon may, upon seven (7) days written notice to the Client, suspend performance of services under this agreement. Unless payment in full is received by Cannon within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, Cannon shall have no liability to the Client for delay, damage, loss of agency approvals, loss of financing, interest expenses, etc. suffered by the Client because of such suspension of service.

## Section 11: Disputes Resolution

- 11.1 Cannon and Client shall endeavor to resolve by direct negotiation all claims, disputes, and other matters in controversy between them arising out of or related to this agreement ("Disputes").
- 11.2 If mutually agreed by Cannon and Client, Disputes may be submitted to any method and procedure of alternative dispute resolution established by them. If and to the extent Client and Cannon have agreed on methods for resolving Disputes, then such methods will be set forth in an "alternative dispute resolution agreement" which, if attached, is incorporated and made a part of this agreement.
- 11.3 Client agrees all remaining Disputes will be finally resolved by litigation and the sole and exclusive venue for any action will be brought and tried in the Superior Court of San Luis Obispo County. To the fullest extent permitted by law, the parties waive any rights to jury trial and to remove the action to any other jurisdiction or venue.
- 11.4 If a proceeding of any nature is instituted in connection with any dispute or any matter arising under or connected with the subject of this agreement, the prevailing party shall be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.

## Section 12: Assigns

- 12.1 Cannon shall not assign this agreement in whole or in part nor shall it subcontract any portion of the work to be performed hereunder; except that Cannon may use the services of persons or entities not in our employ when it is appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to, specialized consultants and testing laboratories. Cannon's use of others for additional services shall not be unreasonably restricted by the Client provided Cannon notifies the Client in advance.

## Section 13: Governing Law and Survival

- 13.1 The law of the State of California, without regard to any conflict of law provisions, will govern the validity, interpretation, and performance of this agreement.
- 13.2 If any provision contained in this agreement is held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this agreement for any cause.

## Section 14: Limitation of Liability

- 14.1 To the fullest extent permitted by law, the total liability, in the aggregate, of Cannon and Cannon's officers, directors, employees, agents and independent professional associates and consultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to Cannon's services, the Project or this agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of Cannon or Cannon's officers, directors, employees, agents and independent





professional associates and consultants, or any of them, shall not exceed the total compensation received by Cannon under this agreement, or the total amount of \$50,000.00, whichever is greater.

Section 15: Hiring Cannon's Employees

- 15.1 From time to time, Clients who have come to know and work with our employees in the course of a project wish to hire them to work as the Client's own in-house employees. We pride ourselves on recruiting, hiring, and training the very best employees possible, and in assigning to projects our employees who best meet our Clients' individual needs. Our goal is to have our Clients view Cannon and its individual employees as indispensable.
- 15.2 Client agrees to pay Cannon a finder's fees equal to 12 months of the employee's current salary or wage for each of our employees whom you choose to hire, either directly or indirectly. Client acknowledges and agrees that the finder's fee is both fair and reasonable, and is equivalent to a recruiting or "headhunter's fee" that Client would expect to pay to a third party for locating and recruiting an employee of the caliber of the hired Cannon employee.
- 15.3 This Section 14 shall be limited to those of Cannon's employees with whom Client works or is introduced by Cannon during the course of this engagement, and shall be applicable to such employees both during his/her employment with Cannon and for a period of six (6) months thereafter. This Section 14 shall survive the cancellation or expiration of this Agreement.

Section 16: Prevailing Wage

- 16.1 Cannon acknowledges the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. To the extent required by the California Labor Code, Cannon shall fully comply with and require its subconsultants to fully comply with such Prevailing Wage Laws.
- 16.2 Pursuant to Labor Code Sections 1725.5 and 1771.1, Cannon and all its subconsultants performing work subject to prevailing wage must be registered with the Department of Industrial Relations and submit their certified payroll records directly to the DIR. In order to do so, the awarding body needs to complete the PWC-100 (Public Works Project Registration) within five days of awarding the contract; and provide Cannon with the DIR Project ID prior to the start of Cannon's work.



# Carpinteria Sanitary District

Board of Directors Meeting

## STAFF REPORT

TO: Board of Directors

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

**SUBJECT: Hydropneumatic Tank Replacement  
New CIP Project Authorization for FY 2025/26**

DATE: August 19, 2025

**REQUESTED ACTION:** Approve procurement of a 2,900 gallon hydropneumatic tank for the District's pressurized plant water system and authorize a new capital improvement project for FY 2025/26 to fund the purchase and installation

**FUNDING SOURCE:** General Fund Transfer to CIP Fund

**BACKGROUND:** The plant water system at the District's wastewater treatment facility, which provides recycled water for plant washdown, belt press operation, pump seal lubrication and other critical needs, relies on a large pressurized hydropneumatic tank. This steel pressure vessel is routinely inspected by a third party vendor and is permitted through the California Department of Occupational Safety & Health. Originally installed in 1994, the existing steel tank has not previously shown any sign of deterioration visually or from measurements of tank wall thickness.

During the first week of August, operations staff reported an air leak in the top of the tank that was apparently the result of interior tank corrosion. The tank was immediately taken out of service due to the potential safety concerns with a compromised pressure vessel of this type. A second spot of corrosion on the top of the tank was identified that had not fully breached the tank wall. As such, repairing the tank is not an appropriate response. Instead, the District solicited quotes from pressure vessel manufacturers for a replacement hydropneumatic tank.

Hanson Tank provided the best price proposal, including tax and freight, with a total cost of \$42,945.05. Importantly, Hanson could deliver the tank within 8 to 10 weeks from submittal approval. Bulldog Steel Products' price was approximately \$45,000 with a lead time of 41 to 45 weeks. Steel Structures Incorporated's price was \$54,380 with a lead time of 36 to 38 weeks.

To complete the replacement project, we anticipate the need for rental equipment, appurtenant parts and materials. This project was not contemplated in the current budget. Authorization of a new capital improvement project for FY 2025/26 is recommended with a total budget of **\$55,000**. If approved, we would issue a purchase order to get the replacement tank into fabrication as soon as possible.

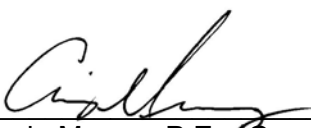
In the interim, the plant water system remains operations, but it is necessary to run at least one vertical turbine supply pump continuously to keep the system pressurized, resulting in increased energy consumption and additional wear and tear on the plant water pumps.

**RECOMMENDATION:** Staff recommends that the Board approve procurement of a 2,900 gallon pressure vessel for the District's plant water system and authorize the Hydropneumatic Tank Replacement Project as a new capital improvement project for FY 2025/26.

**SUGGESTED MOTION:** I move that the Board 1) approve the Hydropneumatic Tank Replacement Project as a new capital improvement project for FY 2025/26 with a budget of \$55,000, and 2) authorize procurement of a 2,900 gallon pressure vessel for the District's plant water system.

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:** Battery Energy Storage Project Update

**DATE:** August 19, 2025

**REQUESTED ACTION:** None. Information Only.

**BACKGROUND:** TerraVerde Energy finalized the Request for Proposals for design build implementation of a battery energy storage and solar generation project at the District's wastewater treatment facility. A copy of the main body of the RFP is attached for reference.

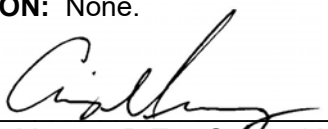
The project schedule includes a mandatory pre-bid informational webinar and on-site job walk, both scheduled in August. The deadline for proposal submittal is September 16<sup>th</sup>. Since the RFP was released on August 11<sup>th</sup>, a number of prospective firms have indicated interest in the project.

District staff met with the Fire Marshall from Carpinteria Summerland Fire Protection District on August 12<sup>th</sup> to review the project in detail and get concurrence on battery location and configuration.

**RECOMMENDATION:** None. Information Only.

**SUGGESTED MOTION:** None.

Prepared by:

  
\_\_\_\_\_  
Craig Murray, P.E. - General Manager



# TerraVerde ENERGY



**Carpinteria Sanitary District**

**5300 6th St, Carpinteria, CA 93013**

**Solar and Battery Project Request for Proposals**

## EXECUTIVE SUMMARY

### A. Project Site

Site #	Site Name	Installation Type	Solar Size [kW-DC]	Solar Capacity (kWh)	Battery Capacity [kW]	Battery Capacity [kWh]
1	Main Wastewater Treatment Plant	Shade Structure, Rooftop, and/or Battery Energy Storage System	355.84	562,417	247	982
<b>Total</b>			<b>355.84</b>	<b>562,417</b>	<b>247</b>	<b>982</b>

### B. Project Contract

The District is seeking an all-in fixed price proposal from Respondents for the following two configurations:

1. Fixed price, stand-alone battery
2. Fixed price, solar and battery

Respondents are required to, at a minimum, provide a proposal for Option 1. Respondents may, but are not required to, include an additional option for the District's consideration.

The contract will be an Energy Services Agreement (the "ESA") including the General Conditions & Technical Specifications document, and other exhibits and attachments, all collectively referred to as the "Agreement."

### C. Project Milestones

Project Milestones	Date
RFP Released	August 11, 2025
<b>Notification of Interest Form Due</b>	<b>August 18, 2025</b>
<b>RFP Webinar</b>	<b>August 19, 2025 at 12 pm Pacific</b>
<b>Mandatory Site Walk</b>	<b>August 27, 2025 at 10 am Pacific</b>
Final Day to Submit Questions	September 2, 2025 at 11:59 pm Pacific
<b>RFP Response Deadline</b>	<b>September 16 at 11:59 pm Pacific</b>
Shortlist interviews	October 1, 2025
Proposal Clarifications, Updates, and Selection	By October 8, 2025
4217 Public Notice Posted	By November 4, 2025
<b>Board Meeting for Agreement Approval</b>	<b>November 18, 2025</b>
Notice to Proceed to Design	November 24, 2025
SGIP PPM Due	February 7, 2026
Permission to Operate Deadline	June 30, 2026
Project Completion Deadline	September 30, 2026
SGIP Reservation Expiration	December 12, 2026

**D. RFP Webinar Invitation**

**[Link to the August 19th Webinar](#)**

Meeting ID: 285 859 368 457

Passcode: 6U4cM9pP

**E. Request for Proposals Documents**

All documents pertaining to the Request for Proposals (“**RFP**”) with the Attachments (together the “**RFP Documents**”) can be downloaded here: <https://tvrp.box.com/v/Carp-San-Solar-Battery-Project>

## 1. **Introduction & Background**

Carpinteria Sanitary District (**the “District”**) is seeking Proposals from qualified contractors (**“Respondents”**) to design, engineer, procure, construct, interconnect, and commission a **battery energy storage system and optional solar photovoltaic systems (the “Systems”)**, and other associated equipment (collectively referred to as the **“Project”**) at one site listed in the Executive Summary (**“Project Site”**). The Project may be split into two or more stages or phases if after reviewing responses to this RFP the District determines that staging is advisable.

THE DISTRICT RESERVES TO ITSELF ALL RIGHTS (WHICH RIGHTS ARE EXERCISABLE BY THE DISTRICT IN ITS SOLE DISCRETION) AVAILABLE TO IT UNDER THE LAW. THE DISTRICT RESERVES THE RIGHT TO AWARD THE AGREEMENT TO ONE OR MORE RESPONDENTS FOR WORK ON THE PROJECT SITE, POSSIBLY RESULTING IN MULTIPLE AGREEMENTS. THE DISTRICT FURTHER RESERVES THE RIGHT, BEFORE THE AWARD OF THE AGREEMENT, TO REMOVE FROM THIS RFP AND CANCEL ONE OR MORE PROJECT SITE FROM THE SCOPE OF WORK. THE DISTRICT FURTHER RESERVES THE UNQUALIFIED RIGHT TO MODIFY AND/OR SUSPEND ANY AND ALL ASPECTS OF THE RFP, TO ISSUE A NEW RFP AFTER WITHDRAWAL OF THIS RFP, TO REQUEST FURTHER INFORMATION FROM ANY RESPONDENT, TO WAIVE ANY DEFECT AS TO FORM OR CONTENT OF THIS RFP OR ANY RESPONSE THERETO, TO EXTEND DEADLINES FOR ACCEPTING RESPONSES OR ACCEPT AMENDMENTS TO RESPONSES AFTER EXPIRATION OF DEADLINES, TO SUSPEND AND TERMINATE DRAFT AGREEMENT NEGOTIATIONS AT ANY TIME, TO ELECT NOT TO COMMENCE DRAFT AGREEMENT NEGOTIATIONS WITH ANY RESPONDENT AND ENGAGE IN NEGOTIATIONS WITH OTHER THAN THE HIGHEST RANKED RESPONDENT, AND TO REJECT ANY AND ALL RESPONSES TO THE RFP.

The District has retained TerraVerde Energy (**“TerraVerde”**) as a consultant to assist the District in developing the Project, administering this RFP, and providing consultation to the District regarding the design and construction of the Project. TerraVerde has conducted an initial feasibility assessment and performed a detailed electricity usage and rate structure analysis. With TerraVerde’s assistance, the District has prepared draft Project contracts, which is attached hereto and entitled the Agreement. TerraVerde will assist the District in evaluating the RFP responses, and the District will recommend one or more Respondents to the District’s governing body with whom to contract to design, engineer, procure, construct, interconnect, and commission the Project.

Each selected Respondent must be experienced in executing solar photovoltaic and battery energy storage projects similar in scope, scale, and complexity as the Project. Each Respondent must be licensed in the State of California and possess the skills and experience necessary to design, engineer, procure, construct, interconnect, and commission the Project with minimum supervision and project management support from the District and TerraVerde. The Respondent must present an execution plan that complies with the Project objectives, timeline (including the anticipated Project schedule set forth in the Executive Summary), and general requirements and stipulations in any incentive program(s).

This RFP is issued pursuant to authorization by the District’s governing body and in accordance with Government Code section 4217.12. However, until and unless the District’s governing body awards and approves the Agreement with the successful Respondent and the Agreement has been fully executed, no contract exists or is binding upon the District.



2. **Project Milestone Schedule.** The anticipated Project schedule is as set forth in the Executive Summary. As noted therein, the Project schedule is subject to adjustment at the District's discretion.
3. **Project Objectives.** The District has applied and secured a conditional reservation letter for Self-Generation Incentive Program (SGIP). It is the desire of the District to install a battery energy storage system that complies with SGIP rules and regulations as to not jeopardize funding. The District is highly interested in battery energy storage system Proposals from Respondents, but Respondents are also encouraged to propose optional solar photovoltaic systems if they provide substantial value to the District. It is of vital importance that the Main Wastewater Treatment Plant always stays up and failure of the system to stay up during construction and in the future is not acceptable. Other project objectives:
  - A. Ensure that construction activities and Project installation and operation are performed safely, comply with all applicable laws, and do not result in any adverse effect on District staff, surrounding persons and property, existing facilities, local power quality, local data systems or daily operations at any Project Site throughout the life cycle of the installation. Manage construction and operation activities so that they minimally disrupt the calendar of operations at each Project Site.
  - B. Create a definitive scope of work and project schedule for the Project and manage the entire Project, including but not limited to contracts, design, engineering, permitting, approvals, procurement, pre-construction, distribution utility interconnection, installation, testing, commissioning, performance validation, and on-going maintenance and operation in accordance with the scope of work and Project schedule. Ensure work is completed when needed to meet Project deadlines.
  - C. Electric vehicle charging infrastructure, including the installation of chargers, underground conduits, and other applicable equipment, shall be included where required by code if solar is selected to move forward.
  - D. Design and implement a battery energy storage system that optimizes District bill savings while also providing backup power to the Site using proven technology that complies with all relevant codes and regulations.
  - E. Design and implement the Systems sized in compliance with the distribution utility's applicable rate structure, energy consumption, and load profiles for each Project Site, and in compliance with all applicable distribution utility requirements. Ensure that all the Systems are designed and installed to avoid distribution utility upgrades and facilitate ensuring that such costs are avoided throughout the entire Project.
  - F. Ensure that the Project meets all financial and environmental incentive requirements and deadlines (such as SGIP).
  - G. Ensure that all Project design and construction activities are coordinated with facility operations and/or construction activities at Project Site and are in compliance with Project Site provided written work rules, safety requirements, and specifications at all times.

4. **Project Considerations.** Responses from Respondent should consider the following:

- a) The Project site is critical infrastructure and needs to remain in operation at all times. Respondent must use a portable generator with at least a 300kW capacity to ensure uptime of the critical infrastructure.
- b) There is an existing diesel generator at the site.
- c) The building on the southeast side of the Project Site is planned for replacement.
- d) There is an existing Automatic Transfer Switch (ATS) that may need to be replaced as part of the Project. Respondent will need to evaluate the integration of the proposed battery energy storage system with the existing ATS and diesel generator. If a new ATS is recommended, Respondent must add the costs in the Cost Breakdown Table.
- e) There is a reclamation construction project planned to occur on the site starting in 2026. The successful Respondent will be required to effectively manage the schedule and coordinate construction activities around District's maintenance activities and other construction projects where applicable. Provider shall phase the work in such a way as to maintain operation of the Project Sites at all times. Preliminary plans for the reclamation project and the installation of a flood gate at the Project Site have been included in *Attachment G: Preliminary Plans for Reclamation and Flood Gate Projects* for reference.
- f) Solar Arrays 4 and 5, as per the Design Area Limits (see *Attachment A: Design Area Limits*), require a 6-foot clearance around the perimeter for District equipment.
- g) The Project Site is near the ocean. As such, special coatings may be required for rust mitigation and are subject to District approval.

5. **Scope of Work.** The scope of work is defined per the terms of the Agreement.

6. **Payment and Performance Bonds.** The selected Respondent is required to provide a performance bond and a payment bond for the Project in an amount equal to 100% of the amount payable to Respondent under the Agreement and in the form attached to and in accordance with the requirements in the Agreement. Respondents are encouraged to verify, prior to submitting a response, that Respondent's surety will execute the bonds in this form. The District will consider any modifications to the form of the bonds to be a material change to the Agreement and may decline to select a Respondent on account of such modifications.

7. **Insurance.** Respondent must procure, maintain and provide evidence of insurance as required by the Agreement.

8. **Special Conditions.** Respondent must ensure that the Project meets the prevailing wage and apprenticeship requirements stated in the Agreement or required by the District. This project requires payment of State prevailing rates of wages for Santa Barbara County. The successful Respondent must post copies of the prevailing schedule at each job site. Copies of these rates of wages are

available from the State of California Department of Industrial Relations Prevailing Wage Unit, Telephone No. (415) 703-4774. The website for this agency is currently located at [www.dir.ca.gov](http://www.dir.ca.gov).

Note that the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. Pursuant to California law, the District must find proposals failing to comply with all applicable Labor Code requirements, including, without limitation, Labor Code §§ 1725.5 and 1771.4, to be nonresponsive.

9. **Response Format and Detail.** The District is seeking responses to this RFP that are organized, comprehensive and tailored to this RFP and which satisfy the following format and content requirements (the “**RFP Response Package**”). The District may choose to interview Respondents who respond to this RFP and to ask for additional information. A folder structure has been provided as part of the **RFP Documents** and can be found in **RFP Response Package**. The folder includes template documents for Respondent to review and use. Respondents must provide responses to the items below within the corresponding **RFP Response Package** folder.
  - A. **RFP Response Cover Letter.** Provide a brief cover letter and highlight any omissions or additions to the package. Include any special notes which may help with the review of Respondent’s response in addition to the questions in the RFP Response Cover Letter folder.
  - B. **Respondent Questionnaire.** Provide responses to the questions in the Respondent Questionnaire folder.
  - C. **Project Schedule.** Populate the milestones table in the Project Schedule folder.
  - D. **Scope of Work.** Provide a letter outlining any omissions, assumptions, exclusions, or modifications to the scope work as outlined in the Agreement.
  - E. **Equipment Datasheets, Specifications, & Warranty.** Provide equipment datasheets, specifications, and manufacturer warranty coverage information of all proposed equipment including photovoltaic modules, inverters, battery energy storage, performance monitoring & reporting service, racking/support structures, combiner boxes, disconnect switches to be procured and installed by the Respondent.
  - F. **Cost Breakdown Table.** Populate the table provided in the Cost Breakdown Table folder. The proposed costs shall be valid for a 90-day period. Add any additional line items necessary and include the price for contingency fees for the District and other materials, labor costs, taxes, and tariffs for the Respondent to complete the Project in a turn-key approach per the Agreement. Respondents must assume that this project is subject to all applicable Federal, State and Local taxes.
  - G. **Site Layout & Site Assessment Table.** Populate **section 2 and 3** of the Site Assessment Table and provide proposed site layout drawings using Helioscope or similar.
  - H. **Value Engineering.** Provide and quantify any value engineering, cost reduction, and production maximization recommendations.

- I. **DRAFT Agreement.** Review and markup the Agreement documents as required. EACH RESPONDENT MUST CAREFULLY REVIEW THE AGREEMENT AND ATTACHMENTS AND MAKE ANY MARKUP THERETO THAT RESPONDENT DETERMINES NECESSARY OR PROPER. BY SUBMITTING A RESPONSE TO THIS RFP, THE RESPONDENT IS CERTIFYING ITS WILLINGNESS TO ENTER INTO THE AGREEMENT IN THEIR PRESENT FORM, SUBJECT TO SUCH NON-MATERIAL CHANGES AS RESPONDENT MAY SUGGEST. THE DISTRICT SHALL HAVE THE RIGHT TO REJECT ANY AND ALL PROPOSED CHANGES TO THE AGREEMENT BY RESPONDENT. FAILURE BY THE RESPONDENT TO MARKUP THE AGREEMENT IN THE WRITTEN RFP RESPONSE SHALL BE DEEMED A WAIVER OF THE RESPONDENT'S RIGHTS TO CHALLENGE THE TERMS OF THE AGREEMENT, AND THE RESPONDENT DOES HEREBY CONSENT TO SUCH WAIVER. THE DISTRICT SHALL RETAIN THE RIGHT TO TERMINATE THE AGREEMENT FOR INADEQUATE PERFORMANCE OR FOR CONVENIENCE.
- J. **Insurance.** Respondents must provide all relevant insurance documents as per the DRAFT Agreement.
- K. **Verification, Non-Collusion, and Certifications.** Respondents must complete and sign the Verification Statement, Non-Collusion, and Certifications.

**10. Considerations for Respondent Response.** Respondents shall take into account the following factors when developing their response to this RFP:

- (a) Respondent is to note that necessary grading, landscaping, fencing, security, geotechnical investigation and any environmental studies and assumptions shall be included in their proposal.
- (b) Respondent shall include the cost of spare conduits for level two electric vehicle chargers on each column for the shade structures installed in parking spots to accommodate future charging stations.
- (c) Prior to execution of the Agreement, Respondent is responsible for performing any shading studies of the Project Site to ensure that the terms of the Agreement can be met and including costs for any tree removal that Respondent believes will be necessary to meet the Target Annual Energy Production requirements.
- (d) Prior to execution of the Agreement, Respondent is responsible to provide electricity cost savings reports utilizing Energy Toolbase, or similar, as justification of electricity cost savings pursuant to Government Code section 4217.12.
- (e) The successful Respondent is responsible for supporting and assisting the District in the California Environmental Quality Act ("**CEQA**") process. The successful Respondent shall provide the District all information necessary for the District to complete the CEQA process. The District anticipates applying for a notice of exemption to CEQA.
- (f) The successful Respondent will be responsible for facilitating all incentive applications and approvals for the District.

- (g) The successful Respondent will be responsible for facilitating the Net Billing Tariff (NBT) interconnection applications and agreement execution with the distribution utility.
- (h) The Project Site is in a 100-year floodplain. Respondent shall include within their proposal costs for taking appropriate precautions to prevent water damage to the Project, including determining and installing the PV arrays, batteries, inverters, electrical enclosures, and all other materials to be used in the Project at the appropriate height above grade to be above the 1-percent-annual-chance flood elevation.
- (i) Respondent shall be responsible to conduct all feasibility and configuration assessments, environmental assessments, and other inspections of the Project Site to determine that the Project Site can support the installation and interconnection of the Project including but not limited to (a) the Respondent is required to ensure the existing electrical distribution equipment including the main switchboard and utility transformer will support the interconnection of the solar photovoltaic systems; (b) the Respondent is required to ensure that each Project Site's soil conditions and terrain are favorable for Project construction; (c) the Respondent is required to ensure the existing underground utilities and installations will not be impacted by Project construction; (d) the Respondent is responsible to ensure that existing fences, if any, meet security, safety and code protection requirements for the Project Site and include the cost for upgrades as required; (e) Respondent is required to obtain Project Site survey maps and verify all legal land requirements for the Project; and (f) Respondent shall ensure that access to the Project Site can support the construction of the Project. The cost of any required upgrades to the Project Site or changes to the Project that are a result of the feasibility assessment shall be included on separate line items in the Cost Breakdown Table.

**11. Evaluation Criteria.** The District's goal is to create a fair and uniform basis for the evaluation of the proposals in compliance with all applicable legal requirements governing this procurement. The District will evaluate the responses from Respondents based on the following criteria:

- A. Clarity and Completeness – responses shall be clear, concise, and complete
- B. Conformance to the specified RFP format
- C. Suitability and Creativity – proposal of solutions to meet Project objectives as well as all requirements set forth in this RFP and the Agreement; ability to provide cost savings proposals that provide benefit to the District
- D. Experience – the comprehensive qualifications and experience of both the Respondent and the proposed team (including use of local subcontractors) in completing projects with similar scope and complexity
- E. Financial Wherewithal – general financial strength of the enterprise and ability to uphold all obligations, guarantees, warranties, and promises for the respective stated durations of each agreement
- F. Cost – proposed Project cost under the Agreement
- G. Project Management and Execution – capabilities in project planning, coordination, execution, cost control, quality control, and completing projects on schedule
- H. Insurance – ability of Respondent to meet insurance requirements
- I. Warranties – warranties, quality of proposed equipment, and financial stability of the original equipment manufacturers
- J. Client references – performance on previous projects and responsiveness in solving problems

- K. Knowledge and understanding of the local environment and a local presence for interfacing with the District
- L. Best Value – the Respondent’s overall ability to accomplish District’s goals of reducing energy consumption and cost, which may be evaluated on the basis of objective criteria related to price, features, function and life-cycle costs of the proposed services and products.

**12. Method of Selection.** The District will evaluate Respondents based on their demonstrated competence and on their professional qualifications necessary for the satisfactory performance of the services required, as evident in their responses and/or interviews. The District will negotiate the Agreement that is in the best interest of the District, at compensation which the District determines is fair and reasonable. Should the District be unable to negotiate satisfactorily with the Respondent considered to be the most qualified at a cost the District deems reasonable, negotiations with that Respondent may be formally terminated. The District may then undertake negotiations with other Respondents for the project. The District reserves the right to waive immaterial irregularities in any RFP submittal.

**13. Contract Award.** Once the District has determined assigned rankings to the proposals, the District will present a recommendation to the Board of Directors. The Board of Directors will evaluate the recommendations and will determine whether to proceed with award of a contract to the apparent best value proposal or take any other action. The Board of Directors’s decision regarding award of the Project is final.

The successful Respondent must deliver the following to the District within ten business days after notification of award:

- 1) Evidence of authority to transact business in the State of California for all members of Respondent’s team that will transact business in the State, dated no earlier than 30 days before the RFP due date. Depending on the form of organization, such evidence may be in the form of (i) a Certificate of Authority to transact business in California along with a Certificate of Good Standing from the state of organization of the member; (ii) a Certificate of Good Standing from the California Secretary of State; or (iii) other evidence acceptable to the District.
- 2) A copy of the final organizational documents for Respondent and, if Respondent is a limited liability company, partnership, or joint venture, final organizational documents for each member or partner of Respondent. The final form of the organizational documents may not differ materially from the draft organizational documents included with the Proposal.

**14. Changes in Respondent’s Organization.** The District wants to ensure that Respondents are able to develop and attract the expertise as may be necessary to participate in this procurement and to design and build the Project in an innovative, effective, and efficient manner. Accordingly, the District will permit Respondents to add team members and reorganize the Respondent entity through the procurement process until 15 business days before submittals of the Proposals, except in the event of potential organizational conflicts of interest and/or deficiencies in qualifications and experience for the proposed role. Notwithstanding the foregoing, following shortlist selection, the following actions may not be undertaken without the District’s prior written consent:

- A. deletion or substitution of a Respondent team member identified in the response;

- B. deletion or substitution of an equity owner of Respondent, a guarantor of Respondent or any other entity that will bear financial responsibility or liability for the performance of the Respondent; or
- C. other changes in the equity ownership or team membership of a Respondent.

Respondent must submit to the District written requests for approval of organizational changes from the District as soon as possible, but in no event later than 15 business days before the Proposal deadline. Any such request must be sent to TerraVerde accompanied by the information specified for such entities in the RFP. If a request is made to allow deletion or role change of any major participant identified in its response, Respondent must submit such information as may be required by the District to demonstrate that the changed team meets the RFP criteria. The District is not obligated to approve such requests and may approve or disapprove in writing a portion of the request or the entire request at its sole discretion. Except as provided herein, a Respondent may not change the major participants identified in its RFP response after the date set forth above. Between the applicable dates set forth above and execution of the Respondent, the District, in its sole discretion, will consider requests by Respondents to make changes in Respondents' organization based only on unusual circumstances beyond Respondent's control.

**15. Rules of Contact:** The following rules of contact apply during this RFP. These rules are designed to promote a fair and unbiased procurement process. Contact includes face-to-face, telephone, facsimile, electronic mail, or formal written communication. The rules of contact are as follows:

- A. After submittal of RFP responses, no Respondent or any of its team members may communicate with another Respondent or its team member with regard to the RFP or either team's proposal, except that subcontractors that are shared between two more Respondent teams may communicate with their respective team members so long as those Respondents establish a protocol to ensure that the subcontractor will not act as a conduit of information between the teams (contact among Respondent organizations is allowed during District sponsored informational meetings);
- B. Commencing with the issuance of the RFP and continuing until the earliest of i) award and execution of the Agreement; ii) rejection of all Proposals by the District; or iii) cancellation of the procurement, no Respondent or representative thereof may conduct ex parte communications regarding the RFP or the procurement described herein with any member of the District's Board of Directors or with any District staff, advisors, contractors or consultants involved with the procurement, except for communications expressly permitted by the RFP or except as approved in advance by the General Manager, in his sole discretion, or TerraVerde. The foregoing restriction does not, however, preclude or restrict communications with regard to matters unrelated to the RFP or the procurement or from participating in public meetings of the Board of Directors or any public or Respondent workshop related to this RFP. Any Respondent engaging in such prohibited communications may be disqualified at the District's sole discretion;
- C. Any communications determined to be improper, at the District's sole discretion may result in disqualification of the Respondent;

D. The District is not responsible for any oral exchange or any other information or exchange that occurs outside the official process specified herein.

- 16. Questions.** All questions about the meaning or intent of this RFP shall be submitted electronically to [rfp@terraverde.energy](mailto:rfp@terraverde.energy) and cc: [craigm@carpsan.com](mailto:craigm@carpsan.com). Contact with other District personnel regarding this RFP is strongly discouraged. Replies will be issued by addenda and emailed to all parties recorded by the District as having received the RFP documents. Questions received after the Final Day to Submit Questions to TerraVerde will not be answered. Only questions answered by formal written addenda will be binding.
- 17. Addenda.** The District may, in its sole discretion, revise, modify, or change the RFP and/or procurement process at any time before the RFP due date. Any such revisions will be implemented by issuing an Addenda to the RFP. Addenda will be issued to Respondent via email. If any Addendum significantly impacts the RFP, as determined in the District's sole discretion, the District may change the Proposal due date. The announcement of such new date will be included in the Addendum. In addition, if the last date for the Respondent to submit questions regarding the RFP has occurred or has changed, the Addendum will indicate the latest date for submittal of any clarification requests concerning the Addendum.

Respondent must acknowledge in its proposal, receipt of all Addenda. Failure to acknowledge such receipt may cause the Proposal to be deemed non-responsive and be rejected. The District may hold group meetings with Respondents and/or one-on-one meetings with each Respondent to discuss any Addenda or response to requests for clarification. The District does not anticipate issuing any Addenda later than ten Business Days before the Proposal due date. However, if the need arises, the District may issue Addenda after such date. If the District finds it necessary to issue an Addendum after such date, then any relevant processes or response times necessitated by the Addendum will be set forth in a cover letter to that specific Addendum.

Nothing stated at any pre-proposal meeting, site walk, or included in a written record or summary of a meeting or site walk will modify the RFP unless it is incorporated in an Addendum.

- 18. Submitting Response.** All costs associated with the preparation and/or delivery of an RFP Response Package in response to this RFP are solely the responsibility of the Respondent. The District will in no way compensate or reimburse Respondents for any costs associated with the preparation and/or delivery of an RFP Response Package. The District reserves the right to reject or accept any and all proposals for any reason, to withhold consideration of incomplete responses, to waive informalities or minor irregularities, or request additional information of Respondent at its discretion. The District reserves the right to terminate the solicitation and/or evaluation process, and to cancel the award of the Agreement before the full execution of the Agreement with the successful Respondent. The District also reserves the right to amend this RFP as necessary.

Submittals to this RFP must be in accordance with all the requirements set forth within this RFP. Any RFP Response Package not submitted in accordance with the requirements of this RFP may not be considered.

Any Respondent who has submitted a response to the RFP shall not, after the RFP Response Deadline in the Executive Summary, withdraw or cancel the response for at least 90 days thereafter. Respondent may withdraw its proposal at any time before the time due on the proposal due date by means of a written request signed by the Respondent. Such written request must be emailed to [rfp@terraverde.energy](mailto:rfp@terraverde.energy) and cc: [craigm@carpsan.com](mailto:craigm@carpsan.com). Withdrawing a proposal will not prejudice the



right of a Respondent to file a new proposal provided that it is received before the time due on the proposal due date.

Acceptance of a proposal does not constitute a contract and does not obligate the District to take any further action. Funding is subject to the approval of the final Agreement by the District's governing body. The District reserves the right to construct the Project with different sizes than those proposed by Respondent, to reject any or all responses without penalty, and to act in each District's best interests as required, in each District's sole discretion.

Respondent shall comply with all applicable laws in their RFP response submittal and throughout the Project. By submitting a proposal, Respondents certify that they are authorized to do business in the State of California and attest that they are in good tax standing with the California Franchise Tax Board. Respondent shall obtain and maintain the required licenses, permits and all other appropriate legal authorizations for all applicable federal, state and local jurisdictions and pay all applicable fees associated therewith. Respondent shall either (a) employ the services of or (b) shall be, a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the Project, and must maintain the license(s) throughout the duration of the Project: **B and C-10**. Respondent shall immediately notify the District in writing of any change in its licensing status during the term of its Agreement with each District.

The successful Respondent must execute the Agreement in the form attached **within 14 days** of being notified of award and must furnish the required faithful performance bond and payment bonds and proof of insurance.

For proposals signed by an agent other than an officer of a corporation authorized to sign contracts on its behalf, or a member of a partnership, a Power of Attorney must be submitted with the proposal; otherwise, the proposal may be rejected as irregular and unauthorized.

- A. **Notification of Interest Form.** Any person or entity interested in responding to this RFP must complete the Notification of Interest Form and deliver to [rfp@terraverde.energy](mailto:rfp@terraverde.energy) and cc: [craigm@carpsan.com](mailto:craigm@carpsan.com).
- B. **RFP Response Package.** An electronic copy of the RFP Response Package must be submitted via email in zipped format or cloud-based file sharing e.g., Box, Dropbox, Google Drive, etc. to [rfp@terraverde.energy](mailto:rfp@terraverde.energy) and cc: [craigm@carpsan.com](mailto:craigm@carpsan.com). Respondents must use the RFP Response Package. It is preferable that each section of the RFP Response Package be in separate folders per the structure provided with a table of contents document at the base folder level that lists the folders and files. Where indicated, populate each template consistent with the format of the template and return in native format.

Any person or entity interested in responding to this RFP must complete the Verification Statement, Non-Collusion Declaration, and Certifications and deliver them to [rfp@terraverde.energy](mailto:rfp@terraverde.energy) and cc: [craigm@carpsan.com](mailto:craigm@carpsan.com) with the RFP Response Package by the deadline listed on the cover page.

- 19. **Contract Award Protest.** A Respondent may protest a contract award if the Respondent believes that the award was inconsistent with District policy or that this RFP was not in compliance with the law. A protest must be filed in writing with the District within five (5) working days after receipt of

notification of the contract award. The Respondent shall submit all documents supporting or justifying the protest. A Respondent's failure to timely file a protest shall constitute a waiver of its right to protest the award of the contract. Any Respondent submitting a proposal may file a protest of the District's intent to award the contract provided that each and all of the following conditions are met:

- (1) The protest must be submitted in writing to the District (e-mail is not acceptable), before 2 p.m. of the fifth business day following notification of the proposed contract award.
- (2) The initial protest document must contain a complete statement of any and all basis for the protest, including without limitation all facts, supporting documentation, legal authorities, and argument in support of the grounds for the protest; any matters not set forth in the written protest shall be deemed waived.
- (3) All factual contentions must be supported by competent, admissible, and creditable evidence.
- (4) The protest must refer to the specific portions of all documents which form the basis for the protest.
- (5) The protest must include the name, address, email, and telephone number of the person representing the protesting party.

Any protest not conforming to the preceding shall be rejected by the District as invalid. Provided that a protest is filed in strict conformity with the foregoing, the District shall review and evaluate the basis of the protest. The District shall provide the Respondent submitting the protest with a written statement concurring with or denying the protest. The District's Board will render a final determination and disposition of a protest by taking action to adopt, modify or reject the disposition of a contract award. Action by the District's Board relative to a contract award shall be final and not subject to appeal or reconsideration. The action by the District's Board to adopt, modify or reject the disposition of the contract award reflected in such written statement shall be an express condition precedent to the institution of any legal or equitable proceedings relative to the proposal process, the District's intent to award the contract, the District's Board's disposition of any protest, or the District's decision to reject all proposals. The procedure and time limits set forth in this paragraph are mandatory and are the Respondent's sole and exclusive remedy in the event of protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

- 20. Public Records Act.** All proposals will become the property of the District and subject to the California Public Records Act, Government Code sections 7920, et seq. Those elements in a proposal that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Firm that indiscriminately identifies all or most of its proposal as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request

for any of the contents of a proposal marked “Confidential,” “Proprietary,” or “Trade Secret,” the Firm agrees, by submission of its proposal, to defend and indemnify the District from all costs and expenses, including attorneys’ fees, in any action or liability arising under the Public Records Act.

**21. Design-Build Conflict of Interest.** In accordance with Public Contract Code § 22162, the purpose of this policy is to clarify the Carpinteria Sanitary District’s organizational conflict of interest guidelines applicable to design-build projects procured pursuant to Public Contract Code § 22160, et seq.

- I. POLICY. Contractors and consultants participating as Respondents on a design-build project or joining a design-build team (“Respondents”) may not have organizational conflicts of interest.

Organizational conflicts of interest are circumstances arising out of a consultant's or contractor's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (e.g., parent entities, subsidiaries, affiliates) that results in (i) impairment or potential impairment of a consultant's or contractor's ability to render impartial assistance or advice to the District or of its objectivity in performing work for the District, (ii) an unfair competitive advantage for any bidder or Respondent with respect to a District procurement; or (iii) a perception or appearance of impropriety with respect to any of the District's procurements or contracts or a perception or appearance of unfair competitive advantage with respect to a procurement by the District (regard less of whether any such perception is accurate).

An organizational conflict of interest exists in the following instances:

- a. A Respondent is the District's general engineering or architectural consultant to the design-build project, except that a sub-consultant to the general engineering or architectural consultant that has not yet performed work on the contract to provide services for the design-build project may participate as a Respondent or join a design-build team if it terminates the agreement to provide work and provides no work for the District's general engineering or architectural consultant on the design-build project.
- b. A Respondent has assisted or is assisting the District in the management of the design-build project, including the preparation of the request for Proposals, evaluation criteria, or any other aspect of the procurement.
- c. A Respondent has conducted preliminary design services for the design-build project such as conceptual layouts, preliminary design, or preparation of bridging documents.
- d. A Respondent performed design work related to the design-build project for other stakeholders in the design- build project.
- e. A Respondent performed design work on a previous contract that specifically excludes it from participating as a Respondent or joining a design-build team for the design-build project.

- f. A Respondent is under contract with any other entity or stakeholder to perform oversight of the design-build project.
- g. A Respondent has obtained advice from, or discussed any aspect relating to the design-build project or procurement of the design-build project with , any person or entity with an organizational conflict of interest, including, without limitation, the consultants of any entity that have provided technical support on the design-build project.
- h. Any circumstances that would violate California Government Code § 1090, et seq.

II. **RESPONDENT'S OBLIGATIONS.** Respondents must immediately make an immediate and full written disclosure to the Director, Purchasing and Contracting and must have a continuing obligation to do so until they are no longer Respondents.

If a Respondent determines that a conflict of interest or potential conflict of interest exists, it must disclose the conflict or potential conflict of interest to the District. Such disclosure will not necessarily disqualify a Respondent from being awarded a contract, however. The Respondent must propose measures to avoid, neutralize, or mitigate all potential or actual conflicts. The District, at its sole discretion, must determine whether the proposed measures are sufficient to overcome the conflict or potential conflict and whether the Respondent may continue with the procurement process.

III. **OBLIGATIONS AFTER CONTRACT AWARD.** The successful Respondent to whom a contract is awarded ("Contractor") has an ongoing obligation to monitor and disclose its conflicts or potential conflicts of interest. The District has a right to ongoing enforcement of this Policy. If an organizational conflict of interest is discovered after contract award, the Contractor must make an immediate and full written disclosure to the District that includes a description of the action that the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist and the Contractor was aware of an organizational conflict of interest before award of the contract and did not disclose the conflict, the District may terminate the contract. If a new conflict of interest arises after contract award, and Contractor's proposed measures to avoid or mitigate the conflict are determined by the District to be inadequate to protect the District, the District may terminate the contract. If the contract is terminated, the District assumes no obligations, responsibilities and liabilities to reimburse all or part of the costs incurred or alleged to have been incurred by Contractor and is entitled to pursue any available legal remedies.

IV. **INCORPORATION BY REFERENCE.** This Policy must be incorporated by reference into all design-build contracts executed by the District.



# Carpinteria Sanitary District

Board of Directors Meeting

## STAFF REPORT

**TO:** Board of Directors

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

**SUBJECT:** Carpinteria Advanced Purification Project (CAPP) Update

**DATE:** August 19, 2025

**REQUESTED ACTION:** None. Information Only.

**BACKGROUND:** Progress continues to be made on development of an indirect potable reuse (IPR) recycled water project in conjunction with the Carpinteria Valley Water District (CVWD). A brief summary of activities underway is provided below.

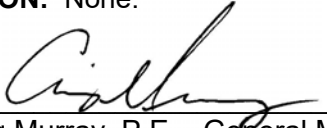
Design Activities. The bid package for the AWPf portion of the project is scheduled to be advertised this week, with bids due in early October. Minor revisions to the injection well packages are currently anticipated and will be addressed through bid addenda. The bid packages for the conveyance system (pipeline) and the well drilling will go to bid in the coming months.

Permitting Activities. WSC finalized a technical memo related to ocean discharge and dilution and submitted it to the Regional Board. The Title 22 Engineering Report is nearing completion and will be submitted in September. A meeting with California Coastal Commission staff from the Ventura Field Office was held the week of August 11<sup>th</sup>, primarily to review the project and provide updates ahead of the upcoming CDP/CUP hearing at the September 22<sup>nd</sup> meeting of the Carpinteria City Council. The City Planning Commission hearing related to the vacation of a small portion of Olive Avenue was continued to September 2<sup>nd</sup> due to lack of quorum. A City Council action to complete the process will be considered at a future meeting.

Other Items. Indications from the SWRCB Division of Financial Assistance are favorable. DFA staff report that the FY 25/26 IUP implementation plan includes refunding the CAPP grant to the original \$15M award amount. However, this is contingent on the appropriation of Prop 4 funds by the State legislature. Advocacy efforts to ensure this happens are underway with assistance from CASA and WaterReuse lobbyists.

**RECOMMENDATION:** None. Information Only.

**SUGGESTED MOTION:** None.

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