



# APPENDIX 4-1

## Project 1: City of Lompoc, Lompoc Valley Leak Detection and Repair Project

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- Lompoc Financial Support Letter and Budget
- MHCSD Financial Support Letter and Budget
- VVCSD Board Resolution
- VVCSD 2011 Budget
- In-Kind Funding Match Labor Hours Form
- Lompoc 2009 Well Production Data
- DWR 2009 Public Water System Statistics
- American Survey Quote
- WSO Survey Quote
- Superior Survey Quote
- Aqua Metric Equipment Quote
- CUE Equipment Quote



# CITY OF LOMPOC

Matt Nattaly, Water Agency Manager  
Santa Barbara County Water Agency  
Applicant for Round 1 of the Proposition 84 Implementation Grant, Santa Barbara IRWM Region  
123 East Anapamu  
Santa Barbara, CA 93101-2058

October 6, 2010

Dear Mr. Nattaly:

This letter and its accompanying attachments demonstrate the City of Lompoc's full support for the Lompoc Valley Leak Detection and Repair Project included in Implementation Grant Application for Round 1 monies under Proposition 84. The City of Lompoc serves as the lead agency for this Program and has partnered with two other water agencies, Mission Hills Community Services District (MHCS D) and Vandenberg Village Community Services District (VVCSD) to provide benefits to the vast majority of the Lompoc Valley. MHCS D and VVCSD will separately fund their respective portions of the project; hence they have provided their own individual budgets to you.

The City of Lompoc has a biannual budget and the City is currently in the second year of this budget (FY 2010-11). Assuming that the City of Lompoc receives approval for the project under the Proposition 84 Grant, the City's material portion of the Program for repairs to the City's water mains and water service lines will be funded from the City's Water Transmission/Distribution line item, which is drawn from Account # 51300-52802, as indicated on the attached budget expenditure list. This line item is currently budgeted at \$36,500 annually. The in-kind services from the City will be funded from budgeted full-time salaries known as Account #51300-51110. The current annual budgeted full time salaries for FY 2010-11 is \$76,018.20. The construction/implementation portion of the Leak Detection and Repair Program will begin in FY 2011-12. As previously noted, attached are copies of the budgeted line items for Account #s 51300-51110 and 51300-52802.

If you need further information concerning this project please contact Susan Segovia, Senior Administrative Analyst, at (805) 875-8297 or by e-mail, [s\\_segovia@ci.lompoc.ca.us](mailto:s_segovia@ci.lompoc.ca.us).

Sincerely,

A handwritten signature in cursive script that reads "Laurel Barcelona".

Laurel Barcelona  
City Administrator  
City of Lompoc

Attachments: Budget Expenditures for Account #s 51300-51110 and 51300-52802

**CITY OF LOMPOC**

MANBUD 10100 51110

BUDGET EXPENDITURE BY PROGRAM AND OBJECT

FUND: 10 GENERAL  
 PROG: 10100 CITY COUNCIL

AS OF 100110

| PROG               | OBJ   | ADOPTED<br>BUDGET | REVISED<br>BUDGET | CURRENT<br>ACTUAL | YTD<br>ACTUAL | YTD<br>ENCUMB | 33.0 % | BALANCE   |
|--------------------|-------|-------------------|-------------------|-------------------|---------------|---------------|--------|-----------|
| PROGRAM TOTALS ==> |       | 119,106.73        | 119,106.73        | 26,420.37         | 26,420.37     | .00           | 22.2 % | 92,686.36 |
| 51300              | 51110 | 76,018.20         | 76,018.20         | 13,793.09         | 13,793.09     | .00           | 18.1 % | 62,225.11 |
| 10100              | 51140 | .00               | .00               | .00               | .00           | .00           | .0 %   | .00       |
| 10100              | 51225 | .00               | .00               | .00               | .00           | .00           | .0 %   | .00       |
| 10100              | 51230 | 36,415.48         | 36,415.48         | 7,151.41          | 7,151.41      | .00           | 19.6 % | 29,264.07 |
| 10100              | 51240 | 12,474.86         | 12,474.86         | 1,689.63          | 1,689.63      | .00           | 13.5 % | 10,785.23 |
| 10100              | 51241 | 903.00            | 903.00            | 242.27            | 242.27        | .00           | 26.8 % | 660.73    |
| 10100              | 52110 | 142.00            | 142.00            | .55               | .55           | .00           | .4 %   | 141.45    |
| 10100              | 52120 | 230.00            | 230.00            | .00               | .00           | .00           | .0 %   | 230.00    |
| 10100              | 52130 | 100.00            | 100.00            | .00               | .00           | .00           | .0 %   | 100.00    |
| 10100              | 52131 | 80.00             | 80.00             | .00               | .00           | .00           | .0 %   | 80.00     |
| 10100              | 52140 | 150.00            | 150.00            | .00               | .00           | .00           | .0 %   | 150.00    |
| 10100              | 52236 | .00               | .00               | .00               | .00           | .00           | .0 %   | .00       |
| 10100              | 52237 | .00               | .00               | .00               | .00           | .00           | .0 %   | .00       |
| 10100              | 52462 | .00               | .00               | .00               | .00           | .00           | .0 %   | .00       |
| 10100              | 53202 | 378.00            | 378.00            | 2.86              | 2.86          | .00           | .8 %   | 375.14    |

**CITY OF LOMPOC**

MANBUD 51300 52204

BUDGET EXPENDITURE BY PROGRAM AND OBJECT

FUND: 51 WATER UTILITY  
 PROG: 51300 WATER-TRANSMISSION/DISTRIB

AS OF 100110

| PROG               | OBJ   | ADOPTED<br>BUDGET | REVISED<br>BUDGET | CURRENT<br>ACTUAL | YTD<br>ACTUAL | YTD<br>ENCUMB | 33.0 % | BALANCE      |
|--------------------|-------|-------------------|-------------------|-------------------|---------------|---------------|--------|--------------|
| PROGRAM TOTALS ==> |       | 1,971,062.19      | 1,971,062.19      | 412,504.54        | 412,504.54    | -7,347.62     | 20.6 % | 1,565,905.27 |
| 51300              | 52204 | 300.00            | 300.00            | 116.00            | 116.00        | .00           | 38.7 % | 184.00       |
| 51300              | 52220 | 1,650.00          | 1,650.00          | 385.08            | 385.08        | .00           | 23.3 % | 1,264.92     |
| 51300              | 52233 | 500.00            | 500.00            | .00               | .00           | .00           | .0 %   | 500.00       |
| 51300              | 52237 | .00               | .00               | .00               | .00           | .00           | .0 %   | .00          |
| 51300              | 52252 | .00               | .00               | .00               | .00           | .00           | .0 %   | .00          |
| 51300              | 52301 | 2,218.00          | 2,218.00          | 768.82            | 768.82        | .00           | 34.7 % | 1,449.18     |
| 51300              | 52302 | 3,076.00          | 3,076.00          | 364.40            | 364.40        | .00           | 11.9 % | 2,711.60     |
| 51300              | 52320 | 1,600.00          | 1,600.00          | 131.24            | 131.24        | .00           | 8.2 %  | 1,468.76     |
| 51300              | 52408 | 500.00            | 500.00            | 89.64             | 89.64         | .00           | 17.9 % | 410.36       |
| 51300              | 52457 | .00               | .00               | .00               | .00           | .00           | .0 %   | .00          |
| 51300              | 52499 | .00               | .00               | .00               | .00           | .00           | .0 %   | .00          |
| 51300              | 52601 | .00               | .00               | .00               | .00           | .00           | .0 %   | .00          |
| 51300              | 52802 | 36,500.00         | 36,500.00         | 5,603.37          | 5,603.37      | .00           | 15.4 % | 30,896.63    |
| 51300              | 52803 | 2,000.00          | 2,000.00          | .00               | .00           | .00           | .0 %   | 2,000.00     |
| 51300              | 52810 | 12,000.00         | 12,000.00         | 1,853.57          | 1,853.57      | .00           | 15.5 % | 10,146.43    |

**Mission Hills  
Community Services District**

1550 E Burton Mesa Blvd., Lompoc CA 93436-2100  
Telephone: (805) 733-4366 - Fax: (805) 733-4188  
e-mail: [mhcsd@verizon.net](mailto:mhcsd@verizon.net)



Matt Nattaly, Water Agency Manager  
Santa Barbara County Water Agency  
Application for Round 1 of Proposition 84 Implementation Grant, Santa Barbara IRWM Region  
123 East Anapamu  
Santa Barbara, CA 93101-2058

December 7, 2010

Dear Mr. Nattaly:

This letter and its accompanying attachments demonstrate the Mission Hills Community Services District's full support for the Lompoc Valley Leak Detection and Repair Project included in the Implementation Grant Application for Round 1 monies under Proposition 84. The City of Lompoc will serve as the lead agency for the Program and has partnered with two other water agencies, Vandenburg Village Community Services District (VVCSD) and ourselves (MHCS) to provide benefits to the vast majority of the Lompoc Valley. VVCSD and MHCS will separately fund their respective portions of the project: hence they will provide our budget separately.

The Mission Hills Community Services District has an annual budget (FY 2010-11). Assuming that the Mission Hills Community Services District receives approval for the Project under Proposition 84 Grant, MHCS's material portion of the Program for repairs to MHCS's water mains and service lines will be funded from MHCS's #150 (Repairs & Maintenance), as indicated on the attached budget. This line is currently budgeted for \$63,620 annually. The in-kind services from MHCS will be funded from #010 (Salaries & Wages). The current annual budgeted amount is \$565,934. The construction/implementation portion of the Leak Detection and Repair Program will begin in the year of award.

If you need any further information concerning this project please contact Michael Riley, General Manager, at (805) 733-4366 (ext 201), or by email, [mr@mhcsd.org](mailto:mr@mhcsd.org).

Sincerely,

A handwritten signature in black ink that reads "Michael W. Riley". The signature is written in a cursive style with a large, sweeping "M" and "R".

Michael W. Riley  
General Manager  
Mission Hills Community Services District

| Mission Hills CSD Budget<br>FY 2010-2011 Budget<br>Adopted: May 12, 2010 | YEAR 2010-2011            |                |                |                  |
|--|---------------------------|----------------|----------------|------------------|
|  | YEAR 2010-2011<br>General | Water          | Sewer          | Total            |
| <b>Revenue</b>   |                           |                |                |                  |
| Service Charges  | 0                         | 675,465        | 452,526        | 1,127,991        |
| Street Sweeping  | 16,698                    | 0              | 0              | 16,698           |
| Other Budget Income (Fine/Fees)  | 14,500                    | 0              | 0              | 14,500           |
| Assigned Interest  | 25,007                    | 119,353        | 71,269         | 215,629          |
| Unassigned Interest  | 0                         | 21,789         | 21,158         | 42,947           |
| Carryover from previous year   | 0                         | 24,475         | 31,010         | 55,485           |
| Rate stabilization   | 71,089                    | 0              | 0              | 71,089           |
| <b>Total Revenue</b>   | <b>127,294</b>            | <b>841,082</b> | <b>575,964</b> | <b>1,544,340</b> |
| <b>Operating &amp; Maintenance Expense</b>                               |                           |                |                |                  |
| 010 Salaries & Wages   | 300,717                   | 149,132        | 116,086        | 565,934          |
| 020 Employee Benefits  | 59,110                    | 37,616         | 29,281         | 126,007          |
| 030 Director Fees  | 11,900                    | 0              | 0              | 11,900           |
| 040 Election Expense   | 1,000                     | 0              | 0              | 1,000            |
| 050 Depreciation Expense   | 35,725                    | 171,011        | 70,397         | 277,133          |
| 060 Vehicle Expense  | 700                       | 11,400         | 12,200         | 24,300           |
| 070 Insurance  | 38,215                    | 0              | 0              | 38,215           |
| 080 Membership   | 500                       | 7,050          | 745            | 8,295            |
| 090 Office Expense   | 15,119                    | 6,701          | 6,121          | 27,941           |
| 100 Operating Supplies   | 0                         | 22,400         | 14,700         | 37,100           |
| 101 Safety Expense   | 1,850                     | 1,550          | 1,550          | 4,950            |
| 110 Contractual Services   | 25,710                    | 12,750         | 1,550          | 40,010           |
| 120 Professional Services  | 39,600                    | 5,000          | 7,500          | 52,100           |
| 130 Printing & Publications  | 300                       | 600            | 600            | 1,500            |
| 150 Repairs & Maintenance  | 4,000                     | 38,470         | 21,150         | 63,620           |
| 160 Research & Monitoring  | 0                         | 8,500          | 6,000          | 14,500           |
| 170 Travel & Meetings  | 20,850                    | 4,500          | 4,000          | 29,350           |
| 180 Uncollectible Accounts   | 270                       | 250            | 250            | 770              |
| 190 Utilities  | 10,450                    | 100,415        | 55,700         | 166,565          |
| 200 Governmental Fees & Charges  | 1,200                     | 19,020         | 5,430          | 25,650           |
| <b>Total O&amp;M Expense</b>   | <b>567,216</b>            | <b>596,365</b> | <b>353,259</b> | <b>1,516,840</b> |
| <b>Non-Operating Expense</b>   |                           |                |                |                  |
| 300 Maintenance Reserve  | 1,000                     | 1,000          | 2,000          | 4,000            |
| 310 Capital Equip & Improvements   | 0                         | 5,000          | 5,000          | 10,000           |
| 320 Contingencies  | 0                         | 2,500          | 2,500          | 5,000            |
| 330 Emergency Reserve  | 0                         | 0              | 0              | 0                |
| 340 Landscaping Improvements   | 0                         | 0              | 0              | 0                |
| 350 Building Improvements  | 4,500                     | 3,000          | 1,000          | 8,500            |
| 400 Rate Stabilization   | 0                         | 0              | 0              | 0                |
| <b>Total Non-Operating Expense</b>                                       | <b>5,500</b>              | <b>11,500</b>  | <b>10,500</b>  | <b>27,500</b>    |
| <b>Total O&amp;M &amp; Non-Operating Expense</b>                         | <b>572,716</b>            | <b>607,865</b> | <b>363,759</b> | <b>1,544,340</b> |
| General Allocation   | -445,422                  | 234,530        | 210,891        |                  |
| Total Expense  | 127,294                   | 842,395        | 574,651        | 1,544,340        |
| Debt Retirement  |                           |                |                |                  |
| <b>GRAND TOTAL</b>   | <b>127,294</b>            | <b>841,082</b> | <b>575,964</b> | <b>1,544,341</b> |
|  | 0                         | 0              | 0              | 0                |

# VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT

3757 Constellation Road • Vandenberg Village • Lompoc, CA 93436  
Telephone: (805) 733-2475 • Fax: (805) 733-2109



## RESOLUTION NO. 188-10

November 2, 2010

### LEAK DETECTION AND REPAIR PROJECT

WHEREAS, on March 3, 2009 the Board of Directors of the Vandenberg Village Community Services District (District) approved participation in the Proposition 84 process; and

WHEREAS, the District, Mission Hills Community Services District, and the City of Lompoc share the Lompoc Groundwater Basin; and

WHEREAS, the District had 81.6 million gallons of unaccounted-for water in fiscal year 2009-2010; and

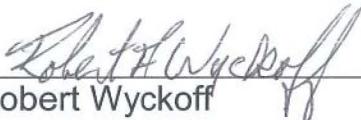
WHEREAS, the District is committed to reducing unaccounted-for water; and

NOW, THEREFORE, be it resolved by the Board of Directors of the Vandenberg Village Community Services District as follows:

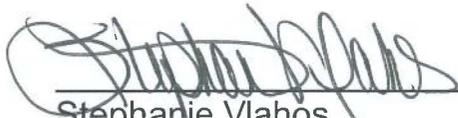
1. Vandenberg Village Community Services District shall participate with the City of Lompoc and Mission Hills Community Services District in a regional Leak Detection and Repair Project.
2. The required matching funds will be obtained through water user fees adopted by the Board of Directors.
3. \$22,000 in the current fiscal year's budget is earmarked for project costs and future project costs will be budgeted as required on an annual basis.

PASSED AND ADOPTED by the Board of Directors of the Vandenberg Village Community Services District this 2nd Day of November 2010 upon motion by Director Brooks, seconded by Director Wyckoff and as approved by the following roll call vote, to wit:

AYES: Directors Blair, Brooks, Fox, Redmon and Wyckoff  
NOES: None  
ABSTAIN: None  
ABSENT: None

  
\_\_\_\_\_  
Robert Wyckoff  
President, Board of Directors

ATTEST:

  
\_\_\_\_\_  
Stephanie Vlahos  
Secretary, Board of Directors



# FISCAL YEAR 2010-11 BUDGET

## MISSION STATEMENT

To efficiently provide dependable drinking water delivery and wastewater collection services to Vandenberg Village residents, with a commitment to customer service.

# OPERATING BUDGET

The operating budget expenditures are presented in two categories:

- **Water Fund**
- **Wastewater Fund**

The operating budget is funded by rates.

Vandenberg Village Community Services District  
Water and Wastewater Operating Budget Summary  
Fiscal Year 2010-11

Below is a summary explanation for each category of the proposed operating budget for the water and wastewater enterprise funds. Although each fund has its own budget, they are described together in the summary to better represent the operating activities of the District. More detailed information on each line item is available in the District Office for review.

## **OPERATING REVENUES**

The proposed water and wastewater revenues reflect no changes in rates.

**Water** revenues are projected by using an average number of active customers for a calendar year and five-year historical average water consumption. Since revenue projection is based on historic performance, actual revenue could be better in some months and worse in others.

**Wastewater** revenues are projected by using an average number of active customers. The fees collected are fixed monthly charges; hence, actual performance does not vary greatly from budget projection.

In addition to budgeted water and wastewater revenues, staff estimates a water reserve replenishment total in the amount of approximately \$287,000 and a water conservation fund contribution of \$24,000 for Fiscal Year (FY) 2010-11.

## **NON-OPERATING REVENUES**

**Interest Earnings** are budgeted for the District's investment accounts with the Local Agency Investment Fund (LAIF), Santa Barbara County Treasury; money market account at Santa Barbara Bank & Trust; and Wastewater Capital Reserve Fund (WCRF) at the City of Lompoc.

Vandenberg Village Community Services District  
Water and Wastewater Operating Budget Summary  
Fiscal Year 2010-11

Projections are as follows:

|                      |                 |
|----------------------|-----------------|
| LAIF                 | 0.5% - Variable |
| Santa Barbara County | 0.5% - Variable |
| Money Market         | 0.5% - Variable |
| WCRF                 | 0.5% - Variable |

## OPERATING EXPENSES

In general, operating expenses that are not exclusive to the water or wastewater funds (insurance, utilities, office supplies, administrative expenses) are allocated at 60% water, 40% wastewater. Customer related expenses (billing stock, postage, newsletters) are allocated at 50% to each fund.

**Water Treatment** – Budgeted water treatment costs decreased \$10,600 from FY 2009-10 budget due to reduction in budgeted chemical costs.

**Salaries & Benefits** – Salaries and benefits have increased \$14,515 over FY 2009-10 budget. The anticipated salaries and benefits for working hours are:

|                 |           |                         |
|-----------------|-----------|-------------------------|
| Water fund      | \$588,700 | (FY 2009-10: \$579,485) |
| Wastewater fund | \$341,600 | (FY 2009-10: \$336,300) |
| Total           | \$930,300 | (FY 2009-10: \$915,785) |

The budget is based on a 1.3% economic adjustment and assumes that employees who are not at the top of their pay scale will receive at least one merit increase. Benefits such as PERS and worker's compensation which are based on gross salaries reflect this assumption.

The budgeted benefits expenses increased by \$6,615. The additional cost for paid benefits such as insurance, retirement, etc. represents 56.83% of the total base salary the District pays its employees.

Vandenberg Village Community Services District  
Water and Wastewater Operating Budget Summary  
Fiscal Year 2010-11

The table below shows a historical comparison of actual salaries to budget (does not include paid benefits such as holiday, sick and vacation):

| Fiscal Year | Notes                     | Total Budgeted Salaries | Total Actual Salaries  | Variance from budget |
|-------------|---------------------------|-------------------------|------------------------|----------------------|
| 06-07       | 3.75% economic adjustment | 475,100                 | 455,519                | (19,581)             |
| 07-08       | 5.00% economic adjustment | 514,000                 | 495,900                | (18,100)             |
| 08-09       | Salary survey adjustments | 553,500                 | 539,931                | (13,569)             |
| 09-10       | 3.00% economic adjustment | 563,100                 | 530,452<br>(projected) | (32,648)             |
| 10-11       | 1.30% economic adjustment | 571,000                 |                        |                      |

**Insurance** – Cost includes general liability and property casualty insurance. The budget amount assumes no increase in rates charged by ACWA-JPIA.

**Depreciation** – Budget depreciation assumes new capital assets purchased in January. All assets are depreciated for the full month beginning the first month of ownership.

Although there is no cash outlay for depreciation expense, the Board adopted resolutions in 1994 and 2006 to set cash aside based on depreciation expense and establish rates to provide sufficient cash to fund this depreciation expense in order to fund a replacement reserve for the purpose of replacing capital equipment.

**Professional/Contract Services** – Budget increased for Merchant Account Fees (for credit card/debit card payments by our customers) by \$12,425.

**Employee Travel Expense** – Budget increased by \$1,200 for training and mileage.

**Director's Expense** – Budget increased by \$5,250 for training and mileage.

**Wastewater Treatment** – Budget decreased by \$55,900.

Vandenberg Village Community Services District  
Water and Wastewater Operating Budget Summary  
Fiscal Year 2010-11

**WCRF** – Budget increased by \$415,000. This represents the District's portion of capital improvements to the wastewater treatment plant. The new WCRF requirement of \$742,558 goes into effect on July 1, 2010.

**LRWRP Debt Service** – New budgeted annual payment of \$742,558. This represents the District's portion of the LRWRP State Revolving Fund loan annual payment. The payment for FY 2009-10 was paid from Prop 50 grant funds.

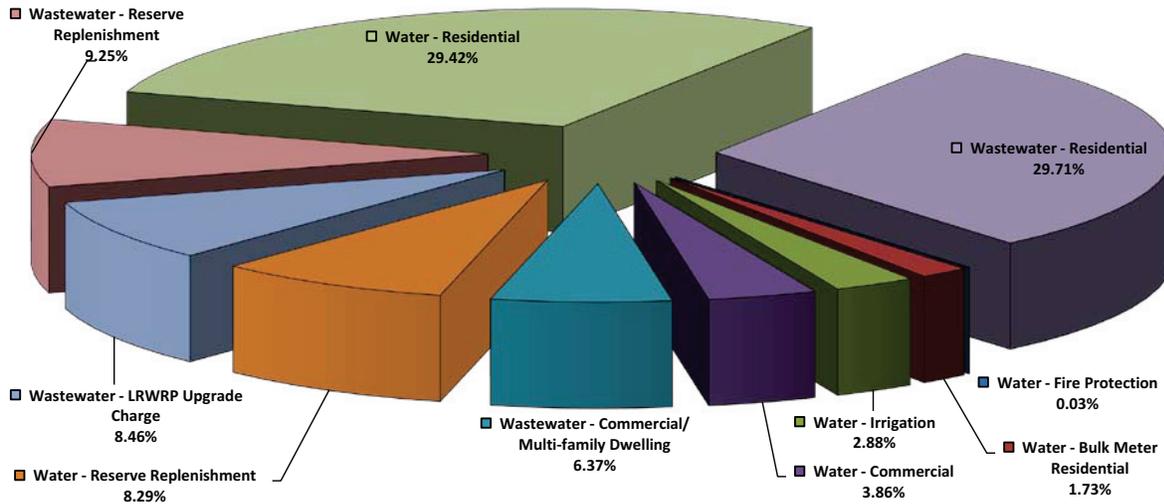
**NET INCOME <LOSS>**

Water Fund \$347,645

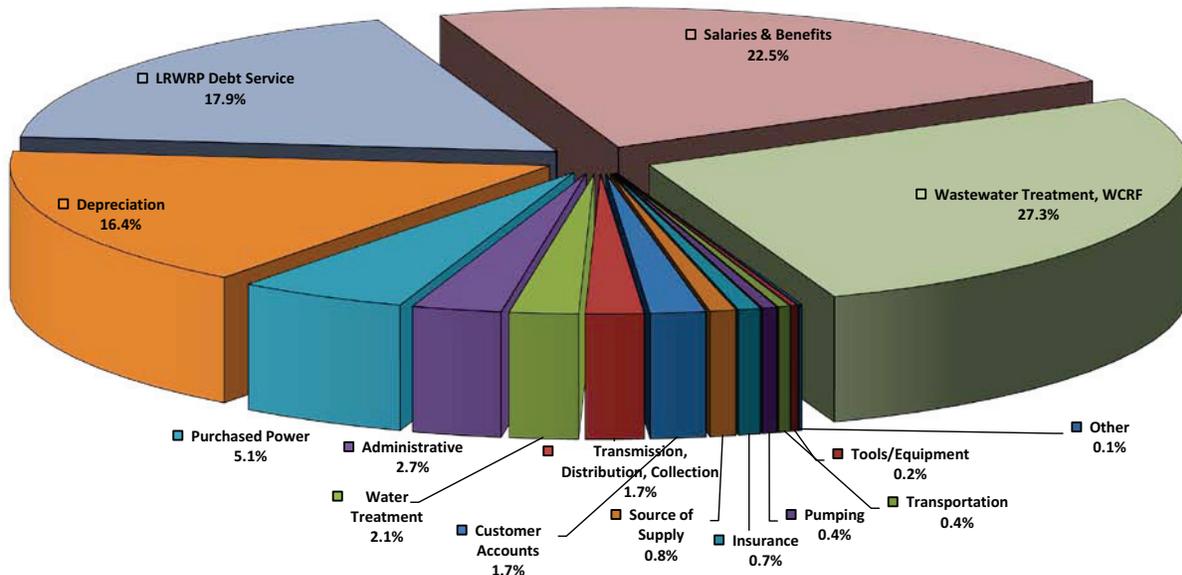
Wastewater Fund <\$933,666>

# OPERATING BUDGET FISCAL YEAR 2010-11

## Where Operating Dollars Come From



## Where Operating Dollars Go



**VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT  
BUDGET  
FISCAL YEAR 2010-11**

|                |                                 | Water               | Wastewater          | Combined            |
|----------------|---------------------------------|---------------------|---------------------|---------------------|
| <b>REVENUE</b> |                                 |                     |                     |                     |
| 41100          | Residential                     | 995,193             | 1,029,157           | \$2,024,350         |
| 41200          | Commercial                      | 133,890             | 220,564             | \$354,454           |
| 41300          | Bulk Metered Residential        | 60,020              |                     | \$60,020            |
| 41400          | Irrigation                      | 99,850              |                     | \$99,850            |
| 41700          | LRWRP Upgrade Charge            |                     | 293,031             | \$293,031           |
| 42100          | Fire Protection                 | 985                 |                     | \$985               |
| 49200          | Interest Earnings (Investments) | 15,400              | 12,100              | \$27,500            |
| 49201          | Interest Earnings (WCRF)        |                     | 3,800               | \$3,800             |
|                | Reserve Replenishment           | 287,190             | 320,327             | \$607,517           |
|                |                                 | <u>\$ 1,592,528</u> | <u>\$ 1,878,979</u> | <u>\$ 3,471,507</u> |

| <b>EXPENSES</b>                      |   |         |         |           |
|--------------------------------------|---|---------|---------|-----------|
| <b>Source of Supply</b>              |   |         |         |           |
| 51105                                | Contract Services                           | 3,400   |         | \$3,400   |
| 51112                                | Pumping Equipment                           | 10,000  |         | \$10,000  |
| 51405                                | SYRWCD Pump Tax                             | 14,000  |         | \$14,000  |
| 51415                                | Groundwater Recharge                        | 5,000   |         | \$5,000   |
| <b>Pumping Equipment</b>             |   |         |         |           |
| 52105                                | Contract Services                           | 6,000   |         | \$6,000   |
| 52112                                | Supplies & Repairs                          | 5,270   | 4,280   | \$9,550   |
| 52113                                | SCADA Supplies and Repairs                  | 1,600   | 400     | \$2,000   |
| 52300                                | Purchase Power                              | 205,000 | 5,200   | \$210,200 |
| 52310                                | Generator Fuel                              | 1,050   |         | \$1,050   |
| <b>Water/Wastewater Treatment</b>    |   |         |         |           |
| 53105 1                              | Wastewater Treatment - LRWRP                |         | 680,800 | \$680,800 |
| 53105 2                              | Wastewater Treatment - Plant Lease - WCRF   |         | 450,000 | \$450,000 |
| 53105 3                              | Wastewater Treatment - Debt Service - LRWRP |         | 742,558 | \$742,558 |
| 53115                                | Regulatory Fees AB2995                      | 8,000   |         | \$8,000   |
| 53118                                | Water Treatment - Chemicals                 | 71,700  |         | \$71,700  |
| 53205                                | Contract Services                           | 2,500   |         | \$2,500   |
| 53212                                | Supplies & Repairs                          | 2,500   |         | \$2,500   |
| 53214                                | Utility Services                            | 500     |         | \$500     |
| <b>Transmission and Distribution</b> |   |         |         |           |
| 54103                                | Waste Discharge Fee                         |         | 1,300   | \$1,300   |
| 54105                                | Contract Services                           | 250     |         | \$250     |
| 54132                                | Supplies & Repairs                          | 3,500   |         | \$3,500   |
| 54205                                | Contract Services - Reservoirs              | 11,800  |         | \$11,800  |
| 54222                                | Supplies & Repairs - Mains                  | 2,000   | 3,000   | \$5,000   |
| 54232                                | Supplies & Repairs - Services               | 20,000  | 2,500   | \$22,500  |
| 54232 1                              | Supplies & Repairs - Poly B                 | 7,500   |         | \$7,500   |
| 54242                                | Supplies & Repairs - Meters                 | 20,000  |         | \$20,000  |

**VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT  
BUDGET  
FISCAL YEAR 2010-11**

|  | <b>Water</b>        | <b>Wastewater</b>   | <b>Combined</b>     |
|--|---------------------|---------------------|---------------------|
| 56403 1 Floating Holiday                   | 2,427               |                     | \$2,427             |
| 56406 Medical Insurance                    | 64,900              |                     | \$64,900            |
| 56407 Long Term Disability                 | 7,130               |                     | \$7,130             |
| 56410 Educational                          | 11,300              |                     | \$11,300            |
| 56417 PERS                                 | 146,000             |                     | \$146,000           |
| 56418 Dental Insurance                     | 9,000               |                     | \$9,000             |
| 56419 Life Insurance                       | 2,800               |                     | \$2,800             |
| 56421 Workers Compensation                 | 14,300              |                     | \$14,300            |
| 56423 Vision Care                          | 1,770               |                     | \$1,770             |
| 56424 Performance/Incentive Pay            | 2,500               |                     | \$2,500             |
| 56430 Medicare FICA                        | 10,100              |                     | \$10,100            |
| 56431 SUI                                  | 1,800               |                     | \$1,800             |
| 57363 WW Allocation - Workers Compensation |                     | 5,200               | \$5,200             |
| 57364 WW Allocation - Employee Benefits    |                     | 125,700             | \$125,700           |
| 57372 WW Allocation - Payroll Taxes        |                     | 4,400               | \$4,400             |
| 57463 WW Allocation - Workers Compensation | (5,200)             |                     | (\$5,200)           |
| 57464 WW Allocation - Employee Benefits    | (125,700)           |                     | (\$125,700)         |
| 57472 WW Allocation - Payroll Taxes        | (4,400)             |                     | (\$4,400)           |
|  | <u>\$ 1,296,430</u> | <u>\$ 2,840,845</u> | <u>\$ 4,137,274</u> |

**VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT  
OPERATING BUDGET - WATER  
FISCAL YEAR 2010-11**

|  | Actual FY<br>Ended<br>6/30/2009 | Amended<br>Budget<br>6/30/2010 | Staff<br>Proposed<br>6/30/2011 | % Total<br>Revenue/<br>Expense | Committee<br>Recommended<br>6/30/2011 | % Total<br>Revenue/<br>Expense |
|--|---------------------------------|--------------------------------|--------------------------------|--------------------------------|---------------------------------------|--------------------------------|
| <b>OPERATING REVENUE</b>                   |                                 |                                |                                |                                |                                       |                                |
| Water Sales                                | 1,277,503                       | 1,252,144                      | 1,289,938                      | 79.79%                         | 1,289,938                             | 79.79%                         |
| Water Conservation                         | 0                               | 70,410                         | 24,047                         | 1.49%                          | 24,047                                | 1.49%                          |
| Reserve Replenishment                      | 282,838                         | 289,460                        | 287,190                        | 17.77%                         | 287,190                               | 17.77%                         |
| Sub-Total                                  | <u>\$1,560,341</u>              | <u>\$1,612,014</u>             | <u>\$1,601,175</u>             | <u>99.05%</u>                  | <u>\$1,601,175</u>                    | <u>99.05%</u>                  |
| <b>NON-OPERATING REVENUE</b>               |                                 |                                |                                |                                |                                       |                                |
| Non-operating Revenue                      | 54,513                          | 45,100                         | 15,400                         | 0.95%                          | 15,400                                | 0.95%                          |
| Non-operating Expenses                     | 0                               | 0                              | 0                              | 0.00%                          | 0                                     | 0.00%                          |
| Sub-Total                                  | <u>\$54,513</u>                 | <u>\$45,100</u>                | <u>\$15,400</u>                | <u>0.95%</u>                   | <u>\$15,400</u>                       | <u>0.95%</u>                   |
| <b>OPERATING EXPENSE</b>                   |                                 |                                |                                |                                |                                       |                                |
| Salaries & Benefits                        | 593,767                         | 579,485                        | 588,700                        | 45.41%                         | 588,700                               | 45.41%                         |
| Purchased Power                            | 183,174                         | 205,000                        | 205,000                        | 15.81%                         | 205,000                               | 15.81%                         |
| Treatment                                  | 75,128                          | 95,800                         | 85,200                         | 6.57%                          | 85,200                                | 6.57%                          |
| Insurance                                  | 15,097                          | 16,680                         | 16,680                         | 1.29%                          | 16,680                                | 1.29%                          |
| Depreciation                               | 117,883                         | 116,935                        | 162,243                        | 12.51%                         | 162,243                               | 12.51%                         |
| Source of Supply                           | 16,758                          | 33,390                         | 32,400                         | 2.50%                          | 32,400                                | 2.50%                          |
| Pumping                                    | 18,979                          | 15,900                         | 13,920                         | 1.07%                          | 13,920                                | 1.07%                          |
| Transmission and Distribution              | 48,879                          | 102,900                        | 65,550                         | 5.06%                          | 65,550                                | 5.06%                          |
| Administrative                             | 56,573                          | 75,293                         | 74,971                         | 5.78%                          | 74,971                                | 5.78%                          |
| Customer Accounts                          | 26,382                          | 29,717                         | 35,475                         | 2.74%                          | 35,475                                | 2.74%                          |
| Transportation                             | 7,796                           | 9,000                          | 9,000                          | 0.69%                          | 9,000                                 | 0.69%                          |
| Tools/Equipment                            | 1,975                           | 6,900                          | 4,560                          | 0.35%                          | 4,560                                 | 0.35%                          |
| Other                                      | 6,285                           | 2,580                          | 2,730                          | 0.21%                          | 2,730                                 | 0.21%                          |
| Sub-Total                                  | <u>\$1,168,677</u>              | <u>\$1,289,579</u>             | <u>\$1,296,430</u>             | <u>100.00%</u>                 | <u>\$1,296,430</u>                    | <u>100.00%</u>                 |
|  |                                 | +10.35%                        | +0.53%                         |                                | +0.53%                                |                                |
| <b>NET INCOME</b>                          | <u>\$446,177</u>                | <u>\$367,535</u>               | <u>\$320,145</u>               |                                | <u>\$320,145</u>                      |                                |
| + Depreciation                             | <u>\$117,883</u>                | <u>\$116,935</u>               | <u>\$162,243</u>               |                                | <u>\$162,243</u>                      |                                |
| <b>ESTIMATED ADDITION TO CASH RESERVES</b> | <u>\$509,547</u>                | <u>\$439,370</u>               | <u>\$466,989</u>               |                                | <u>\$466,989</u>                      |                                |
| Reserve Contribution Factor                | 44%                             | 34%                            | 36%                            |                                | 36%                                   |                                |

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT  
 BUDGET - WATER OPERATING EXPENSES  
 FISCAL YEAR 2010-11

|  | % of Budget Allocated TO Wastewater | Budget FYE 2010 | Projected FYE 2010 | Amount Over/Under Budget FYE 2010 | Proposed Budget FYE 2011 | Dollar Change     | Percent Change | Committee Recommended FYE 2011 | Notes                               |
|--|-------------------------------------|-----------------|--------------------|-----------------------------------|--------------------------|-------------------|----------------|--------------------------------|-------------------------------------|
| <b>WATER TREATMENT</b>                           |                                     |                 |                    |                                   |                          |                   |                |                                |                                     |
| Department of Health Services water system fees. |                                     |                 |                    |                                   |                          |                   |                |                                |                                     |
| 11-53115   | 0%                                  | 9,250           | 7,983              | -13.7%                            | 8,000                    | (1,250)           | -13.5%         | 8,000                          |                                     |
|  |                                     | <b>9,250</b>    | <b>7,983</b>       | <b>-13.7%</b>                     | <b>8,000</b>             | <b>(1,250)</b>    | <b>-13.5%</b>  | <b>8,000</b>                   |                                     |
|  | 0%                                  | 63,300          | 57,000             | -10.0%                            | 58,000                   | (5,300)           | -8.4%          | 58,000                         |                                     |
|  | 0%                                  | 16,300          | 13,402             | -17.8%                            | 13,700                   | (2,600)           | -16.0%         | 13,700                         |                                     |
| 11-53118   |                                     | <b>79,600</b>   | <b>70,402</b>      | <b>-11.6%</b>                     | <b>71,700</b>            | <b>(7,900)</b>    | <b>-9.9%</b>   | <b>71,700</b>                  |                                     |
|  | 0%                                  | 4,500           | 2,000              | -55.6%                            | 2,500                    | (2,000)           | -44.4%         | 2,500                          |                                     |
|  |                                     | 0               | 0                  |                                   | 0                        | 0                 | -100.0%        | 0                              | Triennial expense, next due FY11-12 |
| 11-53205   |                                     | <b>4,500</b>    | <b>2,000</b>       | <b>-55.6%</b>                     | <b>2,500</b>             | <b>(2,000)</b>    | <b>-44.4%</b>  | <b>2,500</b>                   |                                     |
|  | 0%                                  | 2,000           | 1,743              | -12.9%                            | 2,500                    | 500               | 25.0%          | 2,500                          |                                     |
| 11-53212   |                                     | <b>2,000</b>    | <b>1,743</b>       | <b>-12.9%</b>                     | <b>2,500</b>             | <b>500</b>        | <b>25.0%</b>   | <b>2,500</b>                   |                                     |
|  | 0%                                  | 450             | 501                | 11.3%                             | 500                      | 50                | 11.1%          | 500                            |                                     |
| 11-53214   |                                     | <b>450</b>      | <b>501</b>         | <b>11.3%</b>                      | <b>500</b>               | <b>50</b>         | <b>11.1%</b>   | <b>500</b>                     |                                     |
|  |                                     | <b>\$95,800</b> | <b>\$82,828</b>    | <b>-13.7%</b>                     | <b>\$85,200</b>          | <b>(\$10,600)</b> | <b>-11.1%</b>  | <b>\$85,200</b>                | <b>WATER TREATMENT</b>              |
| <b>TRANSMISSION &amp; DISTRIBUTION</b>           |                                     |                 |                    |                                   |                          |                   |                |                                |                                     |
|  | 0%                                  | 500             | 147                | -70.6%                            | 250                      | (250)             | -50.0%         | 250                            |                                     |
| 11-54105   |                                     | <b>500</b>      | <b>147</b>         | <b>-70.6%</b>                     | <b>250</b>               | <b>(250)</b>      | <b>-50.0%</b>  | <b>250</b>                     |                                     |
|  | 0%                                  | 3,000           | 2,470              | -17.7%                            | 3,500                    | 500               | 16.7%          | 3,500                          |                                     |
| 11-54132   |                                     | <b>3,000</b>    | <b>2,470</b>       | <b>-17.7%</b>                     | <b>3,500</b>             | <b>500</b>        | <b>16.7%</b>   | <b>3,500</b>                   |                                     |
|  | 0%                                  | 1,000           | 1,000              | 0.0%                              | 1,000                    | 0                 | 0.0%           | 1,000                          |                                     |
|  | 0%                                  | 10,000          | 0                  | -100.0%                           | 10,000                   | 0                 | 0.0%           | 10,000                         |                                     |
|  | 0%                                  | 800             | 600                | -25.0%                            | 800                      | 0                 | 0.0%           | 800                            | Annual inspection                   |
|  | 0%                                  | 0               | 0                  | 0.0%                              | 0                        | 0                 | -100.0%        | 0                              | Next due FY12-13                    |
| 11-54205   |                                     | <b>11,800</b>   | <b>1,600</b>       | <b>-86.4%</b>                     | <b>11,800</b>            | <b>0</b>          | <b>0.0%</b>    | <b>11,800</b>                  |                                     |
|  | 0%                                  | 0               | 0                  | 0.0%                              | 500                      | 500               | 100.0%         | 500                            |                                     |
| 11-54213   |                                     | <b>0</b>        | <b>0</b>           | <b>0.0%</b>                       | <b>500</b>               | <b>500</b>        | <b>100.0%</b>  | <b>500</b>                     |                                     |
|  | 50%                                 | 2,000           | 10,000             | 400.0%                            | 2,000                    | 0                 | 0.0%           | 2,000                          |                                     |
|  | 100%                                | 0               | 0                  | 0.0%                              | 0                        | 0                 | 0.0%           | 0                              |                                     |
| 11-54222   |                                     | <b>2,000</b>    | <b>10,000</b>      | <b>400.0%</b>                     | <b>2,000</b>             | <b>0</b>          | <b>0.0%</b>    | <b>2,000</b>                   |                                     |

VANDBERG VILLAGE COMMUNITY SERVICES DISTRICT  
 BUDGET - WATER OPERATING EXPENSES  
 FISCAL YEAR 2010-11

|   | % of Budget Allocated TO Wastewater | Budget FYE 2010  | Projected FYE 2010 | Amount Over/Under Budget FYE 2010 | Proposed Budget FYE 2011 | Dollar Change     | Percent Change | Committee Recommended FYE 2011 | Notes                                  |
|---|-------------------------------------|------------------|--------------------|-----------------------------------|--------------------------|-------------------|----------------|--------------------------------|--|
| Routine maintenance (W)   | 0%                                  | 10,000           | 20,000             | 100.0%                            | 20,000                   | 10,000            | 100.0%         | 20,000                         |  |
| Routine maintenance (WW)  | 100%                                | 0                | 0                  | 0.0%                              | 0                        | 0                 | 0.0%           | 0                              |  |
| \$250/Customer up to 4 cust. for damages; (WW only)             | 100%                                | 0                | 0                  | 0.0%                              | 0                        | 0                 | 0.0%           | 0                              |  |
| contingencies- repairs due to videoing (WW only)                | 100%                                | 0                | 0                  | 0.0%                              | 0                        | 0                 | 0.0%           | 0                              |  |
| <b>11-54232</b>   |                                     | <b>10,000</b>    | <b>20,000</b>      | <b>100.0%</b>                     | <b>20,000</b>            | <b>10,000</b>     | <b>100.0%</b>  | <b>20,000</b>                  |  |
| Supplies/Repairs-Service Connections                            |                                     |                  |                    |                                   |                          |                   |                |                                |  |
| Replaced as they break (2" + Asphalt, Slurry, 1" Service Lines) | 0%                                  | 5,500            | 5,533              | 0.6%                              | 7,500                    | 2,000             | 36.4%          | 7,500                          |  |
| Poly B Blowoffs - Done  | 0%                                  | 4,500            | 4,500              | 0.0%                              | 0                        | (4,500)           | -100.0%        | 0                              |  |
| <b>11-54232 1</b>   |                                     | <b>10,000</b>    | <b>10,033</b>      | <b>0.3%</b>                       | <b>7,500</b>             | <b>(2,500)</b>    | <b>-25.0%</b>  | <b>7,500</b>                   |  |
| Supplies/Repairs-AP Poly B                                      |                                     |                  |                    |                                   |                          |                   |                |                                |  |
| Routine maintenance   | 0%                                  | 7,500            | 4,699              | -37.4%                            | 7,500                    | 0                 | 0.0%           | 7,500                          |  |
| Radio Transmitters for Meters                                   | 0%                                  | 45,000           | 45,000             | 0.0%                              | 0                        | (45,000)          | -100.0%        | 0                              | See Capital Replacement Plan           |
| Meters - Providence Landing (\$264/ea)                          | 0%                                  | 12,500           | 12,500             | 0.0%                              | 12,500                   | 0                 | 0.0%           | 12,500                         |  |
| <b>11-54242</b>   |                                     | <b>65,000</b>    | <b>62,199</b>      | <b>-4.3%</b>                      | <b>20,000</b>            | <b>(45,000)</b>   | <b>-69.2%</b>  | <b>20,000</b>                  |  |
| Supplies/Repairs-Meters   |                                     |                  |                    |                                   |                          |                   |                |                                |  |
| Dry barrel hydrant repairs completed - high maint.              | 0%                                  | 500              | 0                  | -100.0%                           | 0                        | (500)             | -100.0%        | 0                              |  |
| Wet barrel hydrants require minimal repairs.-Paint              | 0%                                  | 100              | 0                  | -100.0%                           | 0                        | (100)             | -100.0%        | 0                              |  |
| <b>11-54252</b>   |                                     | <b>600</b>       | <b>0</b>           | <b>-100.0%</b>                    | <b>0</b>                 | <b>(600)</b>      | <b>0.0%</b>    | <b>0</b>                       |  |
| Supplies/Repairs-Hydrants                                       |                                     |                  |                    |                                   |                          |                   |                |                                |  |
| <b>TRANSMISSION &amp; DISTRIBUTION</b>                          |                                     | <b>\$102,900</b> | <b>\$106,449</b>   | <b>3.4%</b>                       | <b>\$65,550</b>          | <b>(\$37,350)</b> | <b>-36.3%</b>  | <b>\$65,550</b>                | <b>TRANSMISSION &amp; DISTRIBUTION</b> |
| CUSTOMER ACCOUNTS   |                                     |                  |                    |                                   |                          |                   |                |                                |  |
| newsletters (3,000 ea)  | 50%                                 | 1,750            | 1,750              | 0.0%                              | 750                      | (1,000)           | -57.1%         | 750                            |  |
| CCR (3,000 ea) water only                                       | 0%                                  | 500              | 500                | 0.0%                              | 550                      | 50                | 10.0%          | 550                            |  |
| Prop 218 notices (3,300 ea)                                     | 50%                                 | 875              | 875                | 0.0%                              | 325                      | (550)             | -62.9%         | 325                            |  |
| public meetings, public notices                                 | 50%                                 | 175              | 175                | 0.0%                              | 175                      | 0                 | 0.0%           | 175                            |  |
| billing stock, window envelopes, return envelopes (30,000 each) | 50%                                 | 1,750            | 1,750              | 0.0%                              | 1,750                    | 0                 | 0.0%           | 1,750                          |  |
| bill printing costs   | 50%                                 | 2,170            | 1,748              | -19.4%                            | 1,375                    | (795)             | -36.6%         | 1,375                          |  |
| candy, contingencies  | 50%                                 | 200              | 200                | 0.0%                              | 200                      | 0                 | 0.0%           | 200                            |  |
| reminders, hangers, receipts                                    | 50%                                 | 700              | 498                | -28.9%                            | 500                      | (200)             | -28.6%         | 500                            |  |
| customer drop box   | 50%                                 | 0                | 0                  | 0.0%                              | 500                      | 500               | 100.0%         | 500                            | To replace drop box installed in 1990  |
| <b>11-55102</b>   |                                     | <b>8,120</b>     | <b>7,496</b>       | <b>-7.7%</b>                      | <b>5,625</b>             | <b>(2,495)</b>    | <b>-30.7%</b>  | <b>5,625</b>                   |  |
| Operating Supplies  |                                     |                  |                    |                                   |                          |                   |                |                                |  |
| Cellular phone service  | 50%                                 | 1,000            | 930                | -7.0%                             | 1,000                    | 0                 | 0.0%           | 1,000                          |  |
| Verizon @ 30%   | 50%                                 | 600              | 604                | 0.7%                              | 600                      | 0                 | 0.0%           | 600                            |  |
| <b>11-55104</b>   |                                     | <b>1,600</b>     | <b>1,534</b>       | <b>-4.1%</b>                      | <b>1,600</b>             | <b>0</b>          | <b>0.0%</b>    | <b>1,600</b>                   |  |
| Utility Services  |                                     |                  |                    |                                   |                          |                   |                |                                |  |
| Datamatic-5% cola   | 0%                                  | 3,800            | 3,946              | 3.9%                              | 4,150                    | 350               | 9.2%           | 4,150                          |  |
| Melissa Software (barcoding)                                    | 50%                                 | 925              | 925                | 0.0%                              | 1,000                    | 75                | 8.1%           | 1,000                          |  |

VANDBERG VILLAGE COMMUNITY SERVICES DISTRICT  
 BUDGET - WATER OPERATING EXPENSES  
 FISCAL YEAR 2010-11

|   | % of Budget Allocated TO Wastewater | Budget FYE 2010  | Projected FYE 2010 | Amount Over/Under Budget FYE 2010 | Proposed Budget FYE 2011 | Dollar Change   | Percent Change | Committee Recommended FYE 2011 | Notes   |
|---|-------------------------------------|------------------|--------------------|-----------------------------------|--------------------------|-----------------|----------------|--------------------------------|---|
| Maintenance/emergencies                                 | 40%                                 | 600              | 883                | 47.2%                             | 600                      | 0               | 0.0%           | 600                            |   |
| Experts exchange subscription                           | 40%                                 | 60               | 60                 | 0.0%                              | 60                       | 0               | 0.0%           | 60                             |   |
| <b>Supplies and Repairs - Computer Equip.</b>           |                                     | <b>1,560</b>     | <b>1,674</b>       | <b>7.3%</b>                       | <b>2,160</b>             | <b>600</b>      | <b>38.5%</b>   | <b>2,160</b>                   |   |
| Office equipment  | 40%                                 | 900              | 900                | 0.0%                              | 300                      | (600)           | -66.7%         | 300                            |   |
| <b>Supplies and Repairs - Furniture &amp; Equipment</b> |                                     | <b>900</b>       | <b>900</b>         | <b>0.0%</b>                       | <b>300</b>               | <b>(600)</b>    | <b>-66.7%</b>  | <b>300</b>                     |   |
| Depreciation  | 0%                                  | 116,935          | 121,412            | 3.8%                              | 162,243                  | 45,308          | 38.7%          | 162,243                        |   |
| <b>Depreciation</b>                                     |                                     | <b>116,935</b>   | <b>121,412</b>     | <b>3.8%</b>                       | <b>162,243</b>           | <b>45,308</b>   | <b>38.7%</b>   | <b>162,243</b>                 |   |
| Elections - November 2010                               | 40%                                 | 0                | 0                  | 0.0%                              | 1,500                    | 1,500           | 100.0%         | 1,500                          | 1,500 Biennial expense, next due 2010   |
| <b>Election Expense</b>                                 |                                     | <b>0</b>         | <b>0</b>           | <b>0.0%</b>                       | <b>1,500</b>             | <b>1,500</b>    | <b>100.0%</b>  | <b>1,500</b>                   |   |
| <b>ADMINISTRATIVE &amp; GENERAL</b>                     |                                     | <b>\$192,228</b> | <b>\$194,381</b>   | <b>1.1%</b>                       | <b>\$237,214</b>         | <b>\$44,987</b> | <b>23.4%</b>   | <b>\$237,214</b>               | <b>ADMINISTRATIVE &amp; GENERAL</b>   |
| <b>EMPLOYEE SALARIES AND BENEFITS</b>                   |                                     |                  |                    |                                   |                          |                 |                |                                |   |
| Various   | 0%                                  | 359,600          | 362,000            | 0.7%                              | 364,700                  | 5,100           | 1.4%           | 364,700                        |   |
| Salaries  |                                     |                  |                    |                                   |                          |                 |                |                                |   |
| 11-56401  | 0%                                  | 20,400           | 23,384             | 14.6%                             | 20,400                   | 0               | 0.0%           | 20,400                         |   |
| 11-56402  | 0%                                  | 36,200           | 42,431             | 17.2%                             | 36,400                   | 200             | 0.6%           | 36,400                         |   |
| 11-56403  | 0%                                  | 28,105           | 23,897             | -15.0%                            | 28,473                   | 368             | 1.3%           | 28,473                         |   |
| 11-56403 1  | 0%                                  | 2,395            | 1,264              | -47.2%                            | 2,427                    | 32              | 1.3%           | 2,427                          |   |
| 11-56406  | 0%                                  | 61,800           | 63,975             | -3.4%                             | 64,900                   | 3,100           | 5.0%           | 64,900                         |   |
| 11-56407  | 0%                                  | 7,140            | 7,339              | 2.8%                              | 7,130                    | (10)            | -0.1%          | 7,130                          | 4 seminars @ 200, 3 @ 700, 4 certificates @ 100, 4 conferences @ 500, tuition reimbursement |
| 11-56410  | 0%                                  | 11,300           | 8,524              | -24.6%                            | 11,300                   | 0               | 0.0%           | 11,300                         |   |
| 11-56417  | 0%                                  | 145,000          | 116,331            | -19.8%                            | 146,000                  | 1,000           | 0.7%           | 146,000                        |   |
| 11-56418  | 0%                                  | 7,800            | 7,610              | -2.5%                             | 9,000                    | 1,200           | 15.4%          | 9,000                          |   |
| 11-56419  | 0%                                  | 2,700            | 2,533              | -6.2%                             | 2,800                    | 100             | 3.7%           | 2,800                          |   |
| 11-56421  | 0%                                  | 14,300           | 5,197              | -63.7%                            | 14,300                   | 0               | 0.0%           | 14,300                         |   |
| 11-56423  | 0%                                  | 1,745            | 1,693              | -3.1%                             | 1,770                    | 25              | 1.4%           | 1,770                          |   |
| 11-56424  | 0%                                  | 2,500            | 1,000              | -60.0%                            | 2,500                    | 0               | 0.0%           | 2,500                          |   |
| Payroll Taxes   |                                     |                  |                    |                                   |                          |                 |                |                                |   |
| 11-56430  | 0%                                  | 10,000           | 7,821              | -21.8%                            | 10,100                   | 100             | 1.0%           | 10,100                         |   |
| 11-56431  | 0%                                  | 1,300            | 1,638              | 26.0%                             | 1,800                    | 500             | 38.5%          | 1,800                          | Ul rate increased to 2.7%   |
| 11-57463  | 0%                                  | (5,200)          | (3,524)            | -32.2%                            | (5,200)                  | 0               | 0.0%           | (5,200)                        | WW Alloc. Worker's compensation expense   |
| 11-57464  | 0%                                  | (123,400)        | (82,603)           | -33.1%                            | (125,700)                | (2,300)         | 1.9%           | (125,700)                      | WW Alloc. Employee benefits   |
| 11-57472  | 0%                                  | (4,200)          | (2,633)            | -37.3%                            | (4,400)                  | (200)           | 4.8%           | (4,400)                        | WW Alloc. Payroll taxes   |
| <b>EMPLOYEE SALARIES AND BENEFITS</b>                   |                                     | <b>\$579,485</b> | <b>\$587,876</b>   | <b>1.4%</b>                       | <b>\$588,700</b>         | <b>\$9,215</b>  | <b>1.6%</b>    | <b>\$588,700</b>               | <b>EMPLOYEE SALARIES AND BENEFITS</b>   |

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT  
 BUDGET - WATER OPERATING EXPENSES  
 FISCAL YEAR 2010-11

|                                 | % of Budget Allocated TO Wastewater | Budget FYE 2010    | Projected FYE 2010 | Amount Over/Under Budget FYE 2010 | Proposed Budget FYE 2011 | Dollar Change    | Percent Change | Committee Recommended FYE 2011 | Notes  |
|---------------------------------|-------------------------------------|--------------------|--------------------|-----------------------------------|--------------------------|------------------|----------------|--------------------------------|--|
| <b>OTHER OPERATING EXPENSES</b> |                                     |                    |                    |                                   |                          |                  |                |                                |  |
| 11-57302                        | 40%                                 | 1,800              | 1,800              | 0.0%                              | 1,800                    | 0                | 0.0%           | 1,800                          | Preventative maintenance, operating supplies                                       |
|                                 |                                     | <b>1,800</b>       | <b>1,800</b>       | <b>0.0%</b>                       | <b>1,800</b>             | <b>0</b>         | <b>0.0%</b>    | <b>1,800</b>                   | <b>Transportation (Field Vehicles)-Other</b>                                       |
| 11-57303                        | 40%                                 | 7,200              | 5,522              | -23.3%                            | 7,200                    | 0                | 0.0%           | 7,200                          | Gasoline   |
|                                 |                                     | <b>7,200</b>       | <b>5,522</b>       | <b>-23.3%</b>                     | <b>7,200</b>             | <b>0</b>         | <b>0.0%</b>    | <b>7,200</b>                   | <b>Transportation (Field Vehicles)-Fuel</b>  |
| 11-57312                        | 40%                                 | 1,200              | 744                | -38.0%                            | 1,200                    | 0                | 0.0%           | 1,200                          | Tools and equipment  |
|                                 | 100%                                | 0                  | 0                  | 0.0%                              | 0                        | 0                | 0.0%           | 0                              | Sewer-Jetter Parts (WW only)   |
|                                 | 40%                                 | 3,000              | 706                | -76.5%                            | 1,500                    | (1,500)          | -50.0%         | 1,500                          | Contingency-heavy equipment rental (i.e. excavator, loader), generator maintenance |
|                                 | 40%                                 | 2,100              | 1,404              | -33.1%                            | 1,500                    | (600)            | -28.6%         | 1,500                          | Tractor maintenance  |
|                                 |                                     | <b>6,300</b>       | <b>2,854</b>       | <b>-54.7%</b>                     | <b>4,200</b>             | <b>(2,100)</b>   | <b>-33.3%</b>  | <b>4,200</b>                   | <b>Tool/Work Equipment-Other</b>   |
| 11-57313                        | 40%                                 | 600                | 360                | -40.0%                            | 360                      | (240)            | -40.0%         | 360                            | Diesel Fuel (water only-60% of total)  |
|                                 |                                     | <b>600</b>         | <b>360</b>         | <b>-40.0%</b>                     | <b>360</b>               | <b>(240)</b>     | <b>-40.0%</b>  | <b>360</b>                     | <b>Tool/Work Equipment-Fuel</b>  |
| 11-57320                        | 40%                                 | 180                | 176                | -2.1%                             | 180                      | 0                | 0.0%           | 180                            | 5 shirts for each of the 3 field crew  |
|                                 | 40%                                 | 120                | 114                | -5.0%                             | 120                      | 0                | 0.0%           | 120                            | 3 shirts for each of the 3 office crew   |
|                                 | 40%                                 | 90                 | 90                 | 0.0%                              | 90                       | 0                | 0.0%           | 90                             | 1 sweatshirt for each of the 3 field crew  |
|                                 |                                     | <b>390</b>         | <b>360</b>         | <b>-2.5%</b>                      | <b>390</b>               | <b>0</b>         | <b>0.0%</b>    | <b>390</b>                     | <b>Uniforms</b>  |
| 11-57321                        | 40%                                 | 480                | 480                | 0.0%                              | 480                      | 0                | 0.0%           | 480                            | Jeans-\$200/field crew + MD  |
|                                 |                                     | <b>480</b>         | <b>480</b>         | <b>0.0%</b>                       | <b>480</b>               | <b>0</b>         | <b>0.0%</b>    | <b>480</b>                     | <b>Uniforms Reimbursement</b>  |
| 11-57350                        | 40%                                 | 900                | 450                | -50.0%                            | 900                      | 0                | 0.0%           | 900                            | Safety Supplies  |
|                                 | 40%                                 | 450                | 575                | 27.8%                             | 480                      | 30               | 6.7%           | 480                            | Annual Safety Dinner   |
|                                 |                                     | <b>1,350</b>       | <b>1,025</b>       | <b>-24.1%</b>                     | <b>1,380</b>             | <b>30</b>        | <b>2.2%</b>    | <b>1,380</b>                   | <b>Safety Supplies</b>   |
| 11-57351                        | 40%                                 | 360                | 180                | -50.0%                            | 480                      | 120              | 33.3%          | 480                            | Safety boot allowance (\$200 ea x 4)<br>(for 18 months beginning July 2005)        |
|                                 |                                     | <b>360</b>         | <b>180</b>         | <b>-50.0%</b>                     | <b>480</b>               | <b>120</b>       | <b>33.3%</b>   | <b>480</b>                     | <b>Safety Boot Reimbursement</b>   |
|                                 |                                     | <b>\$18,480</b>    | <b>\$12,601</b>    | <b>-31.8%</b>                     | <b>\$16,290</b>          | <b>(\$2,190)</b> | <b>-11.9%</b>  | <b>\$16,290</b>                | <b>OTHER OPERATING EXPENSES</b>  |
|                                 |                                     | <b>\$1,289,579</b> | <b>\$1,289,294</b> | <b>-1.6%</b>                      | <b>\$1,298,430</b>       | <b>\$8,850</b>   | <b>0.5%</b>    | <b>\$1,298,430</b>             | <b>TOTAL OPERATING EXPENSES</b>  |
|                                 | (percent)                           |                    | -1.6%              |                                   | 0.5%                     |                  |                | 0.5%                           | Compare to FYE 10 Approved Budget  |
|                                 | (dollar)                            |                    | (\$20,285)         |                                   | \$6,850                  |                  |                | \$6,850                        | Compare to FYE 10 Approved Budget  |

VANDENBERG VILLAGE COMMUNITY SERVICES DISTRICT  
**ADMINISTRATIVE OVERHEAD FEES**  
 FISCAL YEAR 2010-11

|            |                                  |
|------------|----------------------------------|
|            | Budgeted<br>Operating<br>Expense |
| Water      | \$1,296,430                      |
| Wastewater | 2,840,845                        |
| Total      | <u>\$4,137,274</u>               |

**Administrative Salaries**

|  |                         |                          |
|--|-------------------------|--------------------------|
| Administrative Salaries(Total Annual PR)                     | \$368,289               |                          |
| Employee Benefit, Payroll Taxes &<br>Worker's Compensation @ | 56.83% <u>209,285</u>   | % of Total<br>Oper. Exp. |
| <b>Total Administrative Salaries</b>                         | <u><u>\$577,574</u></u> | 13.96%                   |

**Other Operating Expenses**

|                                       |                      |                      |
|---------------------------------------|----------------------|----------------------|
| Vehicles                              | 15,000               | 0.36%                |
| Tools & Work Equipment                | 9,100                | 0.22%                |
| Insurance -Property Casualty          | 2,800                | 0.07%                |
| Uniforms                              | 1,450                | 0.04%                |
| Safety Equipment                      | 3,100                | 0.07%                |
| Utilities                             | 6,050                | 0.15%                |
| Office/Misc Expenses                  | <u>24,200</u>        | 0.58%                |
| <b>Total Other Operating Expenses</b> | <u><u>61,700</u></u> | 1.49%                |
| <b>Total</b>                          |                      | <u><u>15.45%</u></u> |

Note: This percentage is used for CWIP Contra Account and for invoices sent to outside parties.



**Santa Barbara County IRWMP In-Kind Funding Match Labor Hours**  
 PROPOSITION 84 IMPLEMENTATION GRANT APPLICATION (Round 1)

**Purpose:** This form will be submitted to DWR as a Supplement to Attachment 4 Budget to clearly outline the type and extent of In-Kind contributions being claimed on each project. This form will serve to summarize the necessary timesheet information (employees, dates, hours, bill rates).

**Due Date:** Please email the completed form to Kim Wilson/CH2M HILL at [Kimberly.Wilson@ch2m.com](mailto:Kimberly.Wilson@ch2m.com).

**Instructions to Select Checkboxes**

- Double click on the grey box (to check "Yes" or "No")
- In Check Box Form Field Option, select "Checked" the under "Default Value"
- Use this box to test:

**General Information**

|                               |  |                           |
|-------------------------------|--|---------------------------|
| Agency Name:                  | City of Lompoc, Vandenberg Village Community Services District (VVCSD), Mission Hills Community Services District (MHCS D) |                           |
| Project Name:                 | Lompoc Valley Regional Leak Detection and Repair Program (Project 1)   |                           |
| Project Contact Person:       | Phone  | E-mail                    |
| Susan Segovia, City of Lompoc | 805-875-8297   | s_segovia@ci.lompoc.ca.us |

**In-Kind Funding Match**

**Have you or your agency provided services which can be considered "In-Kind" according to DWR's definition of "In-Kind Services" from the Guidelines and FAQs below for your agency's project?**

Yes  No

If yes, please proceed to complete the rest of this form entirely and accurately to the best of your knowledge.

If no, please skip to the last page and provide the signature of an authorized signatory.

*Definition of In-Kind Service: work performed by the grantee, the cost of which is considered funding match in-lieu of actual funds from the grantee; DWR will accept in-kind service from the broader IRWM effort as long as it meets the conditions placed on funding match. Funding match must be directly attributable to project development and must not have been incurred prior to September 30, 2008.*

**Work Plan Tasks Associated with In-Kind Funding Match**

Please specify the project Work Plan tasks for which In-Kind services have or are anticipated to be attributed. Refer to the Work Plan section of your project's PIF form for a list of tasks for your project and use the same headers/descriptions here for consistency.

Only list those tasks here that were performed by you or other members of your agency/organization (also includes contracted employees and volunteer time specifically related to this project).

*Please add/delete task items as necessary and appropriate*

- Task 1: Administration and Development of Financing
- Task 2: Labor Compliance Program
- Task 3: Reporting
- Task 4: Assessment and Evaluation
- Task 5: Solicitation Process
- Task 6: Environmental Documentation
- Task 7: Contracting
- Task 8: Leak Detection and Repair
- Task 9: Environmental and Archaeological Compliance for Cultural Resources Overlay (CRO)
- Task 10: Construction Administration



**Santa Barbara County IRWMP In-Kind Funding Match Labor Hours**  
 PROPOSITION 84 IMPLEMENTATION GRANT APPLICATION (Round 1)

**In-Kind Labor Hours (Summary of Timesheet Information)**

For each of the tasks identified above, please use the table below to provide estimated or anticipated dates and hours for the activities associated with each of these tasks. In-Kind labor hours can only be claimed for tasks/activities performed after 9/30/2008. If there is more than one staff person, please indicate in the rows below.

*Please add further task items, dates and hours as necessary and appropriate. The first two line items are provided as an example and should be deleted and replaced with the information related to Task 1a of your project.*

| Task No.               | Description of activities performed         | Agency | Employee Name & Job Title                      | Dates           | Hours | Bill Rate (\$/hr) | In-Kind \$<br>(Hours x Bill Rate) |
|------------------------|---|--------|--|-----------------|-------|-------------------|-----------------------------------|
| 1.1                    | Project Administration                      | LOMPOC | Susan Segovia<br>Senior Administrative Analyst | 1/7/11-12/31/16 | 42    | \$ 50.84          | \$ 2,140                          |
| 1.1                    | Project Administration                      | VVCSD  | Cynthia Allen<br>Office Manager                | 1/7/11-12/31/16 | 22    | \$ 59.40          | \$ 1,310                          |
| 1.1                    | Project Administration                      | MHCSD  | Mike Riley<br>General Manager                  | 1/7/11-12/31/16 | 16    | \$ 93.40          | \$ 1,490                          |
| 1.2.1                  | Prepare and maintain operating budgets      | LOMPOC | Susan Segovia<br>Senior Administrative Analyst | 1/7/11-6/30/13  | 21    | \$ 50.84          | \$ 1,070                          |
| 1.2.1                  | Prepare and maintain operating budgets      | VVCSD  | Cynthia Allen<br>Office Manager                | 1/7/11-6/30/13  | 11    | \$ 59.40          | \$ 650                            |
| 1.2.1                  | Prepare and maintain operating budgets      | MHCSD  | Mike Riley<br>General Manager                  | 1/7/11-6/30/13  | 8     | \$ 93.40          | \$ 750                            |
| 1.2.2                  | Prepare and maintain sufficient water rates | LOMPOC | Susan Segovia<br>Senior Administrative Analyst | 1/7/11-6/30/13  | 21    | \$ 50.84          | \$ 1,070                          |
| 1.2.2                  | Prepare and maintain sufficient water rates | VVCSD  | Cynthia Allen<br>Office Manager                | 1/7/11-6/30/13  | 11    | \$ 59.40          | \$ 650                            |
| 1.2.2                  | Prepare and maintain sufficient water rates | MHCSD  | Mike Riley<br>General Manager                  | 1/7/11-6/30/13  | 8     | \$ 93.40          | \$ 750                            |
| <b>Task 1 Subtotal</b> |   |        |  |                 |       |                   | <b>\$ 9,880</b>                   |
| 2.1                    | Prepare and adopt labor compliance program  | LOMPOC | Susan Segovia<br>Senior Administrative Analyst | 1/7/11-8/30/11  | 21    | \$ 50.84          | \$ 1,070                          |
| 2.1                    | Prepare and adopt labor compliance program  | VVCSD  | Cynthia Allen<br>Office Manager                | 1/7/11-8/30/11  | 11    | \$ 59.40          | \$ 650                            |
| 2.1                    | Prepare and adopt labor compliance program  | MHCSD  | Mike Riley<br>General Manager                  | 1/7/11-8/30/11  | 8     | \$ 93.40          | \$ 750                            |
| 2.2                    | Enforce labor compliance program            | LOMPOC | Susan Segovia<br>Senior Administrative Analyst | 9/1/11-6/30/13  | 21    | \$ 50.84          | \$ 1,070                          |
| 2.2                    | Enforce labor compliance program            | VVCSD  | Cynthia Allen<br>Office Manager                | 9/1/11-6/30/13  | 11    | \$ 59.40          | \$ 650                            |
| 2.2                    | Enforce labor compliance program            | MHCSD  | Mike Riley<br>General Manager                  | 9/1/11-6/30/13  | 8     | \$ 93.40          | \$ 750                            |



**Santa Barbara County IRWMP In-Kind Funding Match Labor Hours**  
 PROPOSITION 84 IMPLEMENTATION GRANT APPLICATION (Round 1)

|                        |   |        |  |                 |    |          |                 |
|------------------------|---|--------|--|-----------------|----|----------|-----------------|
| <b>Task 2 Subtotal</b> |   |        |  |                 |    |          | <b>\$ 4,940</b> |
| 3.1                    | Submit reports/invoices as required by grant schedule | LOMPOC | Susan Segovia<br>Senior Administrative Analyst | 9/1/11-12/31/16 | 42 | \$ 50.84 | \$ 2,140        |
| 3.1                    | Submit reports/invoices as required by grant schedule | VVCSD  | Cynthia Allen<br>Office Manager                | 9/1/11-12/31/16 | 22 | \$ 59.40 | \$ 1,310        |
| 3.1                    | Submit reports/invoices as required by grant schedule | MHCSD  | Mike Riley<br>General Manager                  | 9/1/11-12/31/16 | 16 | \$ 93.40 | \$ 1,490        |
| 3.2                    | Design Data Management Approach                       | LOMPOC | Susan Segovia<br>Senior Administrative Analyst | 1/7/11-8/30/11  | 21 | \$ 50.84 | \$ 1,070        |
| 3.2                    | Design Data Management Approach                       | VVCSD  | Cynthia Allen<br>Office Manager                | 1/7/11-8/30/11  | 11 | \$ 59.40 | \$ 650          |
| 3.2                    | Design Data Management Approach                       | MHCSD  | Mike Riley<br>General Manager                  | 1/7/11-8/30/11  | 8  | \$ 93.40 | \$ 750          |
| 3.3                    | Monitoring, assessment, and performance measure       | LOMPOC | Susan Segovia<br>Senior Administrative Analyst | 9/1/11-12/31/16 | 21 | \$ 50.84 | \$ 1,070        |
| 3.3                    | Monitoring, assessment, and performance measure       | VVCSD  | Cynthia Allen<br>Office Manager                | 9/1/11-12/31/16 | 11 | \$ 59.40 | \$ 650          |
| 3.3                    | Monitoring, assessment, and performance measure       | MHCSD  | Mike Riley<br>General Manager                  | 9/1/11-12/31/16 | 8  | \$ 93.40 | \$ 750          |
| <b>Task 3 Subtotal</b> |   |        |  |                 |    |          | <b>\$ 9,880</b> |
| 4                      | Assessment and evaluation of unaccounted-for water    | LOMPOC | Susan Segovia<br>Senior Administrative Analyst | 1/7/11-12/31/16 | 8  | \$ 50.84 | \$ 410          |
| 4                      | Assessment and evaluation of unaccounted-for water    | VVCSD  | Cynthia Allen<br>Office Manager                | 1/7/11-12/31/16 | 4  | \$ 59.40 | \$ 240          |
| 4                      | Assessment and evaluation of unaccounted-for water    | MHCSD  | Mike Riley<br>General Manager                  | 1/7/11-12/31/16 | 4  | \$ 93.40 | \$ 370          |
| <b>Task 4 Subtotal</b> |   |        |  |                 |    |          | <b>\$ 1,020</b> |
| 5.1                    | Prepare and advertise solicitation package            | LOMPOC | Susan Segovia<br>Senior Administrative Analyst | 7/1/11-8/1/11   | 8  | \$ 50.84 | \$ 410          |
| 5.1                    | Prepare and advertise solicitation package            | VVCSD  | Cynthia Allen<br>Office Manager                | 7/1/11-8/1/11   | 2  | \$ 59.40 | \$ 120          |
| 5.1                    | Prepare and advertise solicitation package            | MHCSD  | Mike Riley<br>General Manager                  | 7/1/11-8/1/11   | 2  | \$ 93.40 | \$ 190          |
| 5.2                    | Evaluate and select vendor                            | LOMPOC | Susan Segovia<br>Senior Administrative Analyst | 8/1/11-8/8/11   | 6  | \$ 50.84 | \$ 310          |
| 5.2                    | Evaluate and select vendor                            | VVCSD  | Cynthia Allen<br>Office Manager                | 8/1/11-8/8/11   | 6  | \$ 59.40 | \$ 360          |
| 5.2                    | Evaluate and select vendor                            | MHCSD  | Mike Riley<br>General Manager                  | 8/1/11-8/8/11   | 6  | \$ 93.40 | \$ 560          |



**Santa Barbara County IRWMP In-Kind Funding Match Labor Hours**  
 PROPOSITION 84 IMPLEMENTATION GRANT APPLICATION (Round 1)

|                        |   |        |  |                 |    |          |                 |
|------------------------|---|--------|--|-----------------|----|----------|-----------------|
| <b>Task 5 Subtotal</b> |   |        |  |                 |    |          | <b>\$ 1,950</b> |
| 6.1                    | Submit environmental documentation to governing body for adoption | LOMPOC | Stacy Lawson<br>Senior Environmental Coordinator | 1/7/11-7/1/11   | 8  | \$ 46.49 | \$ 370          |
| 6.1                    | Submit environmental documentation to governing body for adoption | VVCSD  | Cynthia Allen<br>Office Manager                  | 1/7/11-7/1/11   | 4  | \$ 59.40 | \$ 240          |
| 6.1                    | Submit environmental documentation to governing body for adoption | MHCSD  | Mike Riley<br>General Manager                    | 1/7/11-7/1/11   | 4  | \$ 93.40 | \$ 370          |
| 6.2                    | File environmental documentation with appropriate agencies        | LOMPOC | Stacy Lawson<br>Senior Environmental Coordinator | 1/7/11-7/1/11   | 8  | \$ 46.49 | \$ 370          |
| 6.2                    | File environmental documentation with appropriate agencies        | VVCSD  | Cynthia Allen<br>Office Manager                  | 1/7/11-7/1/11   | 4  | \$ 59.40 | \$ 240          |
| 6.2                    | File environmental documentation with appropriate agencies        | MHCSD  | Mike Riley<br>General Manager                    | 1/7/11-7/1/11   | 4  | \$ 93.40 | \$ 370          |
| <b>Task 6 Subtotal</b> |   |        |  |                 |    |          | <b>\$ 1,960</b> |
| 7                      | Prepare and Execute Leak Detection Contract                       | LOMPOC | Susan Segovia<br>Senior Administrative Analyst   | 9/1/11-9/15/11  | 8  | \$ 50.84 | \$ 410          |
| <b>Task 7 Subtotal</b> |   |        |  |                 |    |          | <b>\$ 410</b>   |
| 8.4                    | Agency evaluates and prioritizes leak detection data              | LOMPOC | Susan Segovia<br>Senior Administrative Analyst   | 1/29/12-2/28/12 | 48 | \$ 50.84 | \$ 2,440        |
| 8.4                    | Agency evaluates and prioritizes leak detection data              | VVCSD  | Cynthia Allen<br>Office Manager                  | 1/29/12-2/28/12 | 16 | \$ 59.40 | \$ 950          |
| 8.4                    | Agency evaluates and prioritizes leak detection data              | VVCSD  | Martin Damwyk<br>O&M Manager                     | 1/29/12-2/28/12 | 14 | \$ 68.10 | \$ 950          |
| 8.4                    | Agency evaluates and prioritizes leak detection data              | MHCSD  | Mike Riley<br>General Manager                    | 1/29/12-2/28/12 | 30 | \$ 93.40 | \$ 2,800        |
| 8.5                    | Agency in-house leak repair                                       | LOMPOC | John Daniel<br>Lead Water Distribution Operator  | 3/1/12-6/30/12  | 76 | \$ 40.31 | \$ 3,060        |
| 8.5                    | Agency in-house leak repair                                       | LOMPOC | Dwayne Fuggs<br>Lead Water Distribution Operator | 3/1/12-6/30/12  | 76 | \$ 38.53 | \$ 2,930        |
| 8.5                    | Agency in-house leak repair                                       | LOMPOC | John Heter<br>Senior Water Distribution Operator | 3/1/12-6/30/12  | 76 | \$ 38.53 | \$ 2,930        |
| 8.5                    | Agency in-house leak repair                                       | LOMPOC | Dana Drake<br>Senior Water Distribution Operator | 3/1/12-6/30/12  | 76 | \$ 35.71 | \$ 2,710        |
| 8.5                    | Agency in-house leak repair                                       | LOMPOC | Robert Garcia<br>Water Distribution Operator     | 3/1/12-6/30/12  | 76 | \$ 34.41 | \$ 2,620        |
| 8.5                    | Agency in-house leak repair                                       | LOMPOC | Rudy Zazueta<br>Water Distribution Operator      | 3/1/12-6/30/12  | 76 | \$ 34.40 | \$ 2,610        |
| 8.5                    | Agency in-house leak repair                                       | LOMPOC | William Koleff                                   | 3/1/12-         | 76 | \$ 51.85 | \$ 3,940        |



**Santa Barbara County IRWMP In-Kind Funding Match Labor Hours**  
 PROPOSITION 84 IMPLEMENTATION GRANT APPLICATION (Round 1)

|   |  |        |  |                |     |          |           |            |
|---|--|--------|--|----------------|-----|----------|-----------|------------|
|   |  |        | Water Distribution Supervisor                    | 6/30/12        |     |          |           |            |
| 8.5   | Agency in-house leak repair  | VVCSD  | Mike Garner<br>Service Person II                 | 3/1/12-6/30/12 | 120 | \$ 46.80 | \$ 5,620  |            |
| 8.5   | Agency in-house leak repair  | VVCSD  | Jim Levingston<br>Service Person II              | 3/1/12-6/30/12 | 120 | \$ 44.60 | \$ 5,350  |            |
| 8.5   | Agency in-house leak repair  | VVCSD  | Jeff Cole<br>Service Person I                    | 3/1/12-6/30/12 | 120 | \$ 39.40 | \$ 4,730  |            |
| 8.5   | Agency in-house leak repair  | MHCSD  | Dan Finney<br>Operations Supervisor              | 3/1/12-6/30/12 | 64  | \$ 54.40 | \$ 3,480  |            |
| 8.5   | Agency in-house leak repair  | MHCSD  | Chris Boston<br>Operator II                      | 3/1/12-6/30/12 | 64  | \$ 40.40 | \$ 2,590  |            |
| 8.5   | Agency in-house leak repair  | MHCSD  | Sean Dehavilland<br>Operator I                   | 3/1/12-6/30/12 | 64  | \$ 32.20 | \$ 2,060  |            |
| 8.5   | Agency in-house leak repair  | MHCSD  | Wendell Warren<br>Operator I                     | 3/1/12-6/30/12 | 64  | \$ 32.20 | \$ 2,060  |            |
| <b>Task 8 Subtotal</b>  |  |        |  |                |     |          |           | \$ 53,830  |
| 9   | Environmental and archaeological compliance for Cultural Resources Overlay (CRO) | LOMPOC | Stacy Lawson<br>Senior Environmental Coordinator | 3/1/12-6/30/13 | 56  | \$ 46.49 | \$ 2,600  |            |
| <b>Task 9 Subtotal</b>  |  |        |  |                |     |          |           | \$ 2,600   |
| 10  | Construction Administration  | LOMPOC | Susan Segovia<br>Senior Administrative Analyst   | 7/1/11-6/30/13 | 224 | \$ 50.84 | \$ 11,390 |            |
| 10  | Construction Administration  | VVCSD  | Cynthia Allen<br>Office Manager                  | 7/1/11-6/30/13 | 168 | \$ 59.40 | \$ 9,980  |            |
| 10  | Construction Administration  | MHCSD  | Mike Riley<br>General Manager                    | 7/1/11-6/30/13 | 168 | \$ 93.40 | \$ 15,690 |            |
| <b>Task 10 Subtotal</b>   |  |        |  |                |     |          |           | \$ 37,060  |
| <b>Project Total In-Kind \$ (Sum all rows, tasks 1-12)</b>  |  |        |  |                |     |          |           | \$ 123,530 |
| <b>Please check to make sure this amount is consistent with what you previously provided in the PIF Budget Table (or revised versions thereafter)</b> |  |        |  |                |     |          |           | \$ 123,530 |

Agency Representative

Signature

*Susan Segovia*

Title

*Senior Administrative Analyst*

Date

*12/14/10*



# PUBLIC WATER SYSTEM STATISTICS

Calendar Year 2009

Mailing Label  
 City of Lompoc  
 Gene Margheim, Water Superintendent  
 100 Civic Center Plaza  
 Lompoc, CA 93436 - 8001  
 pws # 4210006 SD

## 1. General Information

Please follow the provided instructions.

Contact : Gene Margheim  
 Title: Water Superintendent  
 Phone: (805) 875-8702  
 Fax: (805) 740-4756  
 E-mail: [g\\_marghiem@ci.lompoc.ca.us](mailto:g_marghiem@ci.lompoc.ca.us)  
 Website: [www.cityoflompoc.com](http://www.cityoflompoc.com)  
 County: **Santa Barbara**  
 Population served: **39,226**  
 Names of communities served: City of Lompoc

## 2. Active Service Connections

| Customer Class            | Potable Water |           | Recycled Water |           |
|---------------------------|---------------|-----------|----------------|-----------|
|                           | Metered       | Unmetered | Metered        | Unmetered |
| Single Family Residential | 7,621         |           |                |           |
| Multi-family Residential  | 1,081         |           |                |           |
| Commercial/Institutional  | 564           |           |                |           |
| Industrial                | 18            |           |                |           |
| Landscape Irrigation      | 133           |           |                |           |
| Other                     | 71            |           |                |           |
| Agricultural Irrigation   | 0             |           |                |           |
| <b>TOTAL</b>              | <b>9488</b>   |           |                |           |

## 3. Total Water Into the System - Units of production:

acre-feet  million gallons  hundred cubic feet

|                        |                         | Jan           | Feb          | Mar           | Apr           | May           | Jun           | Jul           | Aug           | Sep           | Oct           | Nov           | Dec           | Total          |
|------------------------|-------------------------|---------------|--------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
| Potable                | Wells                   | 119.5         | 90.2         | 112.2         | 137.9         | 153.2         | 149.5         | 185.7         | 149.7         | 151           | 134.9         | 114.6         | 113.9         | 1612.3         |
|                        | Surface                 | 0.26          | 0.16         | 0.24          | 0.22          | 0.35          | 0.34          | 0.44          | 0.38          | 0.38          | 0.25          | 0.17          | 0.19          | 3.38           |
|                        | Purchased <sup>1/</sup> |               |              |               |               |               |               |               |               |               |               |               |               |                |
|                        | <b>Total Potable</b>    | <b>119.76</b> | <b>90.36</b> | <b>112.44</b> | <b>138.12</b> | <b>153.55</b> | <b>149.84</b> | <b>186.14</b> | <b>150.08</b> | <b>151.38</b> | <b>135.15</b> | <b>114.77</b> | <b>114.09</b> | <b>1615.68</b> |
| Untreated Water        |                         |               |              |               |               |               |               |               |               |               |               |               |               |                |
| Recycled <sup>2/</sup> |                         |               |              |               |               |               |               |               |               |               |               |               |               |                |

1/ Potable wholesale supplier(s): \_\_\_\_\_

2/ Recycled wholesale supplier(s): \_\_\_\_\_

Level of treatment: \_\_\_\_\_

## 4. Metered Water Deliveries - Units of delivery:

acre-feet  million gallons  hundred cubic feet

| If recycled is included, <input checked="" type="checkbox"/> box ↓ | Jan           | Feb          | Mar          | Apr           | May           | Jun           | Jul           | Aug           | Sep          | Oct           | Nov           | Dec           | Total          |
|--|---------------|--------------|--------------|---------------|---------------|---------------|---------------|---------------|--------------|---------------|---------------|---------------|----------------|
| A. Single Family Residential <input type="checkbox"/>              | 50.29         | 45.92        | 40.91        | 58.88         | 65.73         | 67.27         | 74.94         | 76.2          | 69.02        | 63.22         | 53.09         | 48.49         | 713.96         |
| B. Multi-family Residential <input type="checkbox"/>               | 30.08         | 27.08        | 25.28        | 33.54         | 34            | 33.61         | 35.92         | 37.22         | 36.03        | 33.93         | 31.63         | 28.19         | 386.51         |
| C. Commercial/Institutional <input type="checkbox"/>               | 13.5          | 13.93        | 11.93        | 16.48         | 19.93         | 21.19         | 21.39         | 25.95         | 22.31        | 22.68         | 16.05         | 13.65         | 218.99         |
| D. Industrial <input type="checkbox"/>                             | 1.13          | 1.07         | 0.88         | 1.34          | 1.12          | 1.17          | 1.12          | 1.06          | 1.07         | 0.98          | 1.01          | 1.07          | 13.02          |
| E. Landscape Irrigation <input checked="" type="checkbox"/>        | 3.7           | 3.95         | 2.94         | 12.47         | 11.74         | 12.92         | 17.84         | 17.6          | 15.36        | 14.61         | 8.45          | 6.05          | 127.63         |
| F. Other <input type="checkbox"/>                                  | 4.56          | 5.43         | 4.53         | 6.14          | 7.79          | 9.49          | 9.46          | 9.84          | 23.51        | 8.07          | 6.42          | 7.52          | 102.76         |
| <b>Total Urban Retail (A thru F)</b>                               | <b>103.26</b> | <b>97.38</b> | <b>86.47</b> | <b>128.85</b> | <b>140.31</b> | <b>145.65</b> | <b>160.67</b> | <b>167.87</b> | <b>167.3</b> | <b>143.49</b> | <b>116.65</b> | <b>104.97</b> | <b>1562.87</b> |
| Agricultural Irrigation <input type="checkbox"/>                   |               |              |              |               |               |               |               |               |              |               |               |               |                |
| Wholesale (to other agencies) <input type="checkbox"/>             |               |              |              |               |               |               |               |               |              |               |               |               |                |



P. O. Box 1701  
 Palm Springs, CA 92263  
 (760) 320-8273 (760) 320-9319 Fax

**PROPOSAL/AUTHORIZATION FORM**

|  |   |
|--|---|
| <b>DATE:</b> October 5, 2009                         |   |
| <b>BILLING</b>                                       | <b>SITE</b>                                     |
| NAME: <u>Lompoc Water District</u>                   | NAME: <u>Lompoc Water District</u>              |
| CONTACT: <u>Bill Koleff (Water District Manager)</u> | CONTACT: _____                                  |
| ADDRESS: <u>601 East North Ave</u>                   | ADDRESS: <u>601 East North Ave</u>              |
| CITY/STATE: <u>Lompoc, CA</u> ZIP: <u>93436</u>      | CITY/STATE: <u>Lompoc, CA</u> ZIP: <u>93436</u> |
| HM PHONE: _____ WK PHONE: <u>805-875-8705</u>        | FAX #: _____ WK PHONE: <u>805-875-8705</u>      |
| FAX #: _____ CELL: _____                             | HM PHONE: _____ CELL: _____                     |

**DESCRIPTION & PRICING**

Date 10/05/09 Jimmy Carter

**DESCRIPTION OF WORK:** Electronic leak survey listening equipment will be used to listen at all fire hydrants, valves, air vacs, curb stops, and any other point of contact to determine if any leak noise can be heard. If so leak correlation equipment along with ground mics and inert test gas and pipe line locators will be used to help identify leak/s location. All leaks areas will be marked and photo taken and place on map then into daily report with location, date, and approximate gallons and measurements if needed from point of interest.

Does not include MHCS D Survey

This estimate is to conduct survey on approximately 170 miles of water main. 135 miles of the 170 is A/C with copper services. Approximately 13,000 water service/meters for both Lompoc and Vandenburg Village. **Note: Review scope of work section for more details.**

Estimated Daily Rate \$1500.00 per day

CRWA member discount (-200.00) per day  
 Discounted Daily Rate \$1,300.00 per day

Due to material type normal coverage would be estimated 2-3 miles per day as a minimum.

Note: This is based on rough figures. Daily rates would be adjusted accordingly to actual time spent to perform and complete survey.

Estimated days to complete work 50-60 days at 3 miles per day. \$1,300.00 per day @ 55 days totaling \$71,500.00

\$71,500/170 miles = \$420/mile

**GUARANTEE ON DETECTION**

American Leak Detection guarantees all leak location and detection work for 30 days from the date of completion. We will re-test the system or refund the detection fee (at our sole option) if it is reported within the above 30-day period that a leak still exists. We will not be liable for any other consequential losses.

**GUARANTEE ON REPAIRS**

Minor repairs are guaranteed for 30 days. Major repairs are guaranteed for 12 months. All repairs are guaranteed from date of completion and for defective workmanship only.

**WAIVER OF RIGHT TO CANCEL**

Having initiated a contract in connection with Emergency Repairs of Service, for the immediate protection of persons or real and personal property, I hereby state that the following emergency situation exists, requiring immediate attention: \_\_\_\_\_

Pursuant to Section 1689.13 of the California Civil Code, I acknowledge and hereby waive all rights to cancel the sale within three days.

**State of California Contractor License #527380 Federal ID #33-0106141**

**I authorize American Leak Detection to complete the above-described work and agree to the charges and terms as described. I further agree to pay reasonable charges for collection, including attorney's fees, court fees, and collection costs, in the event of my default, as well as penalty interest as allowed by law. (PAYMENT IS DUE IN FULL UPON COMPLETION.)**

Customer: \_\_\_\_\_ Date: \_\_\_\_\_ ALD Representative: \_\_\_\_\_

**LEAK DETECTION  
WITHOUT DESTRUCTION**



**AMERICAN  
LEAK  
DETECTION**

THE LEAK SPECIALISTS™

# Leak Survey Proposal

CITY OF LOMPOC AND VANDENBURG VILLAGE  
LOMPOC WATER DISTRICT  
601 East North Avenue  
Lompoc, CA 93436  
October 5, 2009

AMERICAN LEAK DETECTION  
888 Research Drive, Ste 100  
PO Box 1701  
Palm Springs, CA 92263  
800-755-6697

Rep: Jimmy Carter

## Scope of Work to be Performed

A leak survey of the system will be conducted. A leak survey consists of using acoustical listening equipment along with leak correlation, ground mic'ing, pipe line locating, and using inert test gases (helium and helium-hydrogen mix) approved by the AWWA as the approved test gas needed for testing the system and locating leaks.

## Initial Survey

The initial survey will be performed with a survey tool (listening device) to listen at all accessible points such as fire hydrants, valves, air vacs, curb stops, storage tanks, and any available pipe. Our goal is to be as thorough as possible and to find all leaks. American Leak Detection does not perform hydrant-to-hydrant testing unless requested to do so during the survey.

Estimated survey time / distance per day on metallic systems such as Steel, Galvanized, Ductile Iron, Cast Iron and Copper is an average of 3 -5 miles per day.

For non – metallic systems such as PVC, C-900, Poly, A/C (asbestos cement) and cement lined cast iron. Ground mic'ing will be needed every 4-6 feet to see if leak /s can be heard averaging 2-3 miles per day.

## Pinpointing Leaks

As leaks are heard during the survey, leak correlation will be performed by setting up sensors at valves, hydrants, or any point of contact. Data such as [pipe] distances between sensors, pipe type (cast iron, steel, ductile iron, C-900, PVC, etc.), and diameter of each segment, will be collected. This information will be entered into the correlator's main unit, and then put through a series of filters to help determine the location of a leak. A correlator must hear leak noise to locate a leak. The ability to hear leak noise and locate a leak depends on the pipe material and size of the leak.

Ground mic'ing will be performed to assist in locating leaks, and will also be used to listen on segments of distribution lines (A/C asbestos cement, C-900, and plastic/poly). Ground mic'ing on the surface above these lines will be every 4 to 6 feet. These are low frequency materials that do not allow leak sounds to travel great distances and can be difficult to hear.

Pipe line locating will be used as needed to assist with locating leaks. Line locators work only on metallic materials such as steel, copper, ductile iron, and cast iron, depending on

the type of connections. Rubber connecting joints can hinder electrical currents from traveling any great distances.

Inert test gas and electronic inert gas detection equipment will be used as needed to help identify the location of leaks. This will help locate small leaks or leaks that are not producing enough leak noise to be heard by other listening devices due to pipe material, soil, and the position and type of leak.

If leak / s are being difficult to detect due to distance, pipe material, size of leak or? valving off certain segments, pot holing at certain dedicated distance's and increased pressure may need to be coordinated with system to help identify leak location this is a last resort part of testing but under certain circumstances could be the only way of narrowing leak location.

All efforts will be made to accurately locate all possible leaks in a timely manner. All leaks found will be photographed and marked with approved marking material (marker paint and flags). If needed, measurements from a specific point to a leak will be entered into the daily report.

## **Leak Report**

American Leak Detection will use daily worksheets to identify all points of contact and sections tested. If available, we will include a copy of the system map for location of the distribution system, to highlight all tested areas, indicate locations of leaks, and identify any areas of concern. All leaks will be marked on the map and location sheet, with a drawing of the leak area with measurements and any additional photos.

All daily testing results, leak locations, estimated size of leaks, and the total number of leaks found will be entered into a final report for documentation for the system.

## **Qualifications**

American Leak Detection was established in 1974 and is the world's largest leak detection company specializing in non-invasive leak detections for water, gas, sewer systems, and pool and spas, for residential, commercial, and municipal customers. We have over 100 franchise locations in the U.S. and 17 franchises in 7 countries. We also have 4 corporate-owned locations: Palm Springs and San Bernardino California; Boston, Massachusetts; and Ft. Lauderdale, Florida.

We have been ranked # 1 by *Entrepreneur Magazine* in the Miscellaneous Maintenance Products & Services category for 8 straight years. And in 2008 we were ranked in the top 25 performing franchise system by the *Wall Street Journal*.



## **SURVEY AGREEMENT**

**City of Lompoc and Vandenburg Village  
Lompoc Water District  
601 East North Avenue  
Lompoc, CA 93436  
October 5, 2009**

**AMERICAN LEAK DETECTION  
888 Research Dr., Suite 100  
PO Box 1701  
Palm Springs, CA 92263  
800-755-6697**

### **LEAK SURVEY AGREEMENT**

This agreement made this October 5, 2009 by and between American Leak Detection Inc, and City of Lompoc and Vandenburg Village, Lompoc Water District, 601 East North Avenue, Lompoc, CA 93436 and (hereafter the Client").

In accordance with the terms of this Agreement ALD will provide leak survey and/or leak detection services and related consulting (the "Services") to Client. The Services are to be provided in connection with the project more fully described in Exhibit A to this Agreement.

### **RESPONSIBILITIES OF ALD**

ALD will conduct leak surveys on Client system or elements of Client's system and where leaks are detected; ALD will use its best efforts to pinpoint the location of those leaks.

ALD will provide fully trained professional leak detection technicians using such leak detection methods as it deems necessary, including but not limited to leak noise correlation, electronic ground contact microphones and inert gas trace detection.

ALD will provide summary reports, daily throughout the duration of the project, such summary reports to include lines surveyed, faults and characteristics noted, and any leaks detected.

ALD will familiarize itself with Client's distribution system, either by the study of Client maps and records, or by study of Client's system to determine availability, condition, location and suitability of the available contact points. If the available contact points are inadequate or insufficient to provide accurate and reliable survey data, ALD will so advise Client and consult with Client on effective remedies.

ALD will make physical contact with Client's system at intervals and at times it determines, in its sole discretion, to be best for the accuracy and reliability of the survey.

ALD will mark all suspected leak sites and, when possible, verify the location of such leaks through secondary examination. Such leaks will be clearly marked and reported on Leak Reports to Client within seven business days after the completion of the project. The comprehensive report will provide detailed description of area(s) covered, system condition, areas of concern and suggestions for additional or periodic surveys, repairs and/or improvements and other system details as requested by Client.

#### **INDEPENDENT CONTRACTOR RELATIONSHIP**

CLIENT will, at its own cost, furnish complete and accurate maps, drawings, as-builts, and system notes (hereafter the "Detail") to ALD; such Detail to accurately present data on type, size and location of all buried pipe(s), hydrants, valves, service valves, valve boxes, previous repairs (and repair types), post-installation additions or deletions, and any known hazards.

CLIENT will take all reasonable steps to provide access to the system for ALD, including exposing and/or cleaning system valves, valve boxes, service valves or other buried or otherwise inaccessible appurtenances of the systems.

CLIENT will furnish personnel to operate any valves, service stop or hydrants and handle any public relations and traffic control (to include notification of public safety officials), as needed, and will further provide such information as may be necessary from time to time by ALD.

CLIENT will maintain constant pressure in the system being surveyed or tested to ensure that any extant leaks will generate continuous energy and signals.

In the event that acceptable contact points are not available, CLIENT agrees to provide access points to the system as may be required by ALD to provide accurate leak survey and/or pinpoint leak detection information.

It is Client's responsibility to call the appropriate utilities to determine the location of utility lines prior to the commencement of any excavation. ALD does not undertake to determine the location of any gas, electric or other dangerous lines which may be in the vicinity of detected leaks.

ALD will provide in best efforts to thoroughly and completely provide the services described herein. CLIENT agrees to pay ALD in full whether leak indications are found or not. If Client's failure to satisfy its responsibilities set forth in this Agreement compromises ALD's ability to adequately complete the leak survey and detection services described herein, CLIENT shall at ALD's option, 1) nevertheless pay ALD in full for an incomplete survey or 2) pay ALD an adjusted fee to reflect additional work required to provide a complete survey.

#### **INDEPENDENT CONTRACTOR RELATIONSHIP**

It is understood and agreed that at all times during the terms of this Agreement ALD will act as an independent contractor. ALD and/or each of its employees or agents will be employees or agents of ALD alone, with the sole right to employ, supervise, direct and discharge such employees and/or agents as it deems necessary in its sole discretion. ALD will not, at any time, directly or indirectly, hold itself as an agent, servant or employee of CLIENT and will not make any commitment, or incur any liability on Client's behalf.

#### **LIMITATION OF DAMAGES**

In the event of ALD's failure to fully perform its responsibilities hereunder, CLIENT agrees that ALD's monetary liability shall be limited to the amount of its agreed fee. In no event shall ALD be liable for consequential or punitive damages nor for non-economic injury to CLIENT.

#### **AMENDMENT AND APPROVAL**

Any modification to or change in this Agreement must be in writing and signed by authorized representatives of the parties hereto before any such modification or change can take effect or be binding upon either party.

#### **DISPUTE OF RESOLUTION**

In the event of a dispute concerning either party's performance of its obligations under this agreement, other than Client's obligation to pay compensation for services rendered, either party shall have the right to have the matter resolved by arbitration pursuant to the rules of the American Arbitration Association, provided that demand for arbitration is made before or upon filing an answer in any litigation.

#### **ATTORNEY'S FEES AND OTHER COSTS**

In the event either party retains legal counsel as the result of a breach of any of the terms of this agreement, the prevailing party shall be entitled to recover reasonable attorneys fees and costs from the breaching party, regardless of whether such fees and costs are incurred in litigation, arbitration, or otherwise.

### **PERIOD IN WHICH TO MAKE CLAIMS**

Except with regard to Client's obligations to make payment to ALD pursuant to this Agreement or any other agreements between CLIENT and ALD, and due to the urgent nature of the services provided by ALD to CLIENT, any and all claims rising out of this Agreement or the relationship between CLIENT and ALD shall be barred unless notice, action or proceeding is commenced within 30 days from the date on which CLIENT or ALD knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to such claims.

### **SEVERABILITY**

Except as otherwise stated in this Agreement, each provision of this Agreement, and any portion of any provision, is severable and the remainder of this Agreement will continue in full force and effect. To the extent that any provision of this Agreement is deemed unenforceable, CLIENT and ALD agree that such provisions will be enforced to the fullest extent permissible under governing law. This Agreement will be deemed automatically modified to comply with governing law if any applicable law requires: (a) a greater time period for notice of the termination of this Agreement; or (b) the taking of some other action not described in this Agreement.

### **FORCE MAJEURE**

Neither ALD or CLIENT shall be responsible for any downtime, and neither party shall be liable for any breach of this agreement or delay in performance except as to the obligation to pay for services rendered under this agreement, resulting from a strike, lockout, or other labor dispute, fire, earthquake, flood, civil commotion, war, riot, acts of governmental authorities, act of God, casualty, or accident, delay in the delivery of energy, or other cause beyond the reasonable control of or occurring without the fault of such party.

### **ASSIGNMENT**

Neither CLIENT nor ALD may assign this Agreement (or any part of it) without the prior written consent of the other party. The provisions of this section do not limit, in any way, the ability or right of either party to hire and discharge employees, agents, subcontractors or other representatives.

### **COMPENSATION**

ALD Agrees to provide services related to the project hereunder and CLIENT agrees to pay ALD in accordance with the Exhibit A attached hereto and incorporated by reference.

All Leak Reports will be sent with invoices for services rendered. Payment terms are net thirty (30) days. ALD will not be responsible for any charges incurred by CLIENT for outside work crews or equipment hired or contracted for by CLIENT.

**ENTIRE AGREEMENT**

This Agreement, together with any attachments, exhibits or concurrently executed documents) set forth the entire agreement and understanding of CLIENT and ALD in respect to the transactions and services contemplated hereunder and supersede all prior agreements, arrangements and understanding related to the subject matter hereof.

Intending to be bound, CLIENT and ALD sign and deliver this Agreement effective on the day and date first written above.

AMERICAN LEAK DETECTION

CLIENT  
Company

\_\_\_\_\_  
By Jimmy Carter, Director of Corporate  
Field Services

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Responsible Party

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Purchase Order Number

**Segovia, Susan**

---

**From:** Paul Johnson [paul.johnson@wso.us]  
**Sent:** Tuesday, July 06, 2010 1:22 PM  
**To:** Segovia, Susan  
**Cc:** Reinhard Sturm  
**Subject:** References and costs

Susan -

Here is the production and cost information you asked for (from Reinhard Sturm):

Apple Valley Ranchos Water Company  
(reference Joone Lopez former deputy GM of AVRWC now GM at Calaveras County Water District)  
Total miles surveyed = 51miles  
Days spent = 8

El Dorado Irrigation District  
(reference Sharon Fraser)  
Total miles surveyed = 17miles  
Days spent = 4

SC EDISON  
(reference Paul Thomas)  
Total miles surveyed for Las Virgenes Municipal Water District = 88miles  
Days spent = 12

The price is difficult to state since all these projects had leak detection as one component of a more comprehensive project which included a detailed AWWA water audit, component analysis, District Metered Area field leakage measurements, and leak detection.

So I would agree with you that we should say that we will not submit change orders.

In addition, we have worked at:

METRO Water Services

(reference Leanne Scott)

In five years, 5,976.95 miles of main were checked for leakage, almost 1,200 miles per year or about 5 miles per day.

For the first 5 year project in Nashville, we charged \$300/mile. Now, starting the second 5 year project, we have reduced that cost to \$200/mile because of our familiarity with the people and the system.

WSO does not have a set price per mile of main. Each system is different and each system is priced separately. In order to cover ourselves for cost increases that might come from working in 2011 instead of 2010, we will raise the per mile price to **\$270/mile** and for a total of **\$50,760** for the whole estimated **188 miles** of main.

I hope this is enough information to cover whatever you need, but if there is anything else we can help with,

8/17/2010

Date: Thu, May 27, 2010 at 2:42 PM  
Subject: Leak Detection Price Quote

Ms. Allen -

Reinhard Sturm is out of the office this week, so he asked me to go ahead and send you this price quote. This price is good based on doing all 188 miles (City of Lompoc - 135 miles; Vandenberg Village Community Services district - 27 miles; and Mission Hills Community Services District - 26 miles) at one time. The total price for the 188 miles would be \$40,328.00, which we would bill to you on a monthly basis while the work is being done based on a cost of \$215/mile for the miles of main checked each month.

The other information you requested is:

1. Survey time: (weather permitting)

Lompoc - 6 weeks

Vandenberg - 1 week

Mission hills - 1 week

These times could vary slightly, but in no case do we expect the total time to exceed 11 weeks.

2. We expect to average approximately 5 miles of main per day. This could vary depending upon the number of leaks located.

3. WSO will need assistance in the form of:

Maps of the distribution systems

Assistance in locating mains not adequately shown on the maps

Assistance in shutting off valves or services as needed (very rarely)

4. Minor additional services required - possibly help in shutting hydrants or valves, rarely help with traffic control and PR would be at the clients requirements.

Please let me know if you have any additional questions or if there is anything else you need to know about WSO.

Do you have any idea how soon you will be making a decision and how soon you would want to begin work? Scheduling should not be a problem, but the sooner we know something the better.

Thank you for the opportunity to supply you with this quote. We hope to be working with you in sunny California soon!

Paul Johnson

Paul Johnson

V.P., WSO

615-834-6100

**Segovia, Susan**

---

**From:** Paul Johnson [paul.johnson@wso.us]  
**Sent:** Wednesday, June 23, 2010 2:55 PM  
**To:** Segovia, Susan  
**Cc:** Reinhard Sturm  
**Subject:** Re: Leak Detection Price Quote  
**Attachments:** Scope of Work FINAL.docx; Lompoc Leak Form Draft.doc

Susan -

Attached are two documents - the Scope of Work for leak detection and the rough draft for the leak report form (if we are selected for the project, that form will be modified to be specific to Lompoc).

The original quote was for listening on all hydrants, valves and services in the system.

Please let me know if you need any additional information.

Paul Johnson

On Fri, Jun 18, 2010 at 6:19 PM, Segovia, Susan <[S\\_SEGOVIA@ci.lompoc.ca.us](mailto:S_SEGOVIA@ci.lompoc.ca.us)> wrote:

Paul,

I am working with Cynthia Allen concerning quotes for a leak detection survey of the water distribution systems in the City of Lompoc, Vandenberg Village Community Services District, and Mission Hills Community Services District. I need clarification concerning the information provided in the e-mail below.

1. Please provide a description of the work for the leak detection survey, including the process that will be used to identify the leak, once any leak noise is heard.(one paragraph or more).
2. Please clarify if the quote for the electronic survey includes listening at all fire hydrants, valves, air vacs, curb stops, and any other point of contact to determine if any leak noise can be heard. If your original did not include this please revise your numbers including this information.

I would like this information by Friday, June 24, 2010. If you have any questions please contact me.  
Thank you, Susan Segovia

12/30/2010

WSO will adopt the following procedures for the leak detection survey:-

- A. The first step in the procedure will be to review the distribution maps of the system for familiarization of the pipe network and available appurtenances (valves, services, hydrants, etc.) to be used for leak detection contact points.
- B. A comprehensive leak detection survey will then be undertaken by making physical contact with all available main line appurtenances (valves, hydrants, etc.) and customer services. Sonic leak sound amplification instruments will be used.
- C. When normal contact points are not available or cannot be created within a reasonable distance, sonic ground listening devices will be used by making physical ground contact. If excessive ambient noise precludes the effectiveness of the ground listening device in an area during daytime hours then this portion of the network will be scheduled for survey during night-time hours. Sonic ground listening instruments will only be used when ground cover is pavement, cement or similar hard surface.
- D. All indications of leaks found during survey will be verified a second time, after which the leak will be pinpointed with a computer-based leak sound correlator. The leak noise correlators to be used by WSO are current state of the art. Pinpointing leak locations through interpretation of sound intensity, either by ear or other like methods, will not be used when contact points are available for use with a correlator.
- E. The survey equipment used will not normally require valves to be operated during surveying and pinpointing. However, on occasion, services or valves may require operation to eliminate service draw noises or to change velocity noise. If required, any appurtenance operation will need to be performed by the Lompoc personnel only.
- F. WSO will provide a copy of the leak reports for any leaks that are pinpointed, as well as a Final Report at the end of the project. The Final Report will include:
  - i. Executive Summary showing the footage covered, types of leaks found, quantity of leaks found and remarks recommending improvements that may be made to your distribution system.
  - ii. Survey Review explaining the procedures and methods used during this study.
  - iii. Leak Reports with detailed drawing showing each leak location that is pinpointed, the type of leak found, approximate time spent pinpointing, an estimate on the GPM lost and a leak classification to organize facilitation of repairs.
- G. Whenever any repairs of the leaks detected by WSO are completed prior to completion of the field work, WSO will re-survey that section of the system, to be sure no very quiet leaks are missed due to an over powering noisy leak sound.
- H. All WSO field personnel will be provided with all necessary leak detection instruments, equipment and tools to complete the survey and leak pinpointing.

Date: \_\_\_\_\_

**Leak Report**

Report # \_\_\_\_\_

**General:**

Survey  Recheck  Missed Leak  Location Error  Request

| Location:  |      |         | Leak Suspected on: |          | Indication of Leak: |
|------------|------|---------|--------------------|----------|---------------------|
| Zone:      | Map: | Parcel: | Main:              | Valve:   | Sonic:              |
| Address:   |      |         | Service:           | Hydrant: | Correlation:        |
|            |      |         | Meter:             | Other:   | Visual Water:       |
| Reference: |      |         |                    |          |                     |

**Detail:**

**Estimation**

GPM:  
 Priority:

**Cover:**

Soil:  
 Gravel:  
 Asphalt:  
 Concrete:  
 Meter Pit:  
 Depth:

**Action:**

Marked:  
 Blue and White  
 (Excavate)  
 Marked:  
 Blue and White  
 (Further Action)  
 Unmarked:  
 (Comments)

**Comments:**

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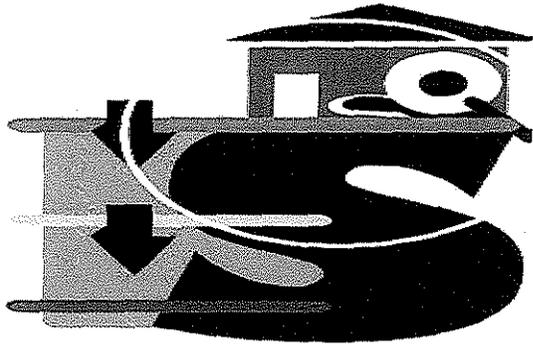


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|   |  |
|---|--|
| Note: Does this leak report supersede an original leak report? YES <input type="checkbox"/> NO <input type="checkbox"/> | Retest: YES <input type="checkbox"/> NO <input type="checkbox"/> |
| Reason:   | Technician:  |



# Superior

*Inspection- Leak Detection-Utility Locators*

---

154 W. Foothill Blvd, Suite A-261

Upland, California, 91786

(888) 679-0953

Susan Segovia  
City of Lompoc  
Senior Administrative Analyst  
100 Civic Center Plaza  
Lompoc, CA 93438-8001

June 22, 2010

**RE: Leak Detection Survey of the Water Distribution Systems  
City of Lompoc  
Vandenberg Village Community Services District  
Mission Hills Community Services District.**

We walk through your survey test site and perform an inspection and look at as-built drawings on your water system; to determining the best route area to start the survey. We perform leak detection survey on **188 miles** of the fire hydrants, valves, air vacs, curb stops, cut-off valves and water meters, within the **three water districts**. This will determine if there are any water leaks such as defective pipeline, valves and fire hydrants on the system. We used high State-of-the-art electronic test equipment such as water correlation, LD 12 acoustic leak detector and ultrasonic leak detection sensing equipment. Each leak is identified by color code markings, it's size and location is data logged as well as photographs taken of the leak and location. When survey is complete a meeting is held with the Test Site /Facilities Manager to discuss the survey and our findings. A comprehensive report is generated which contains details of each leak including location, size of leak and repair recommendations.

1. Daily rate is \$6,000 per day at distance of 3 miles per day and 15 miles per week, Monday – Friday 7:30A.M. - 3:30 P.M.
2. Estimated time of completion for 188 miles of pipeline: 82 days
3. Total price: 82 days X \$6,000.00 = \$492,000



\$492,000/188 miles = \$2,617/mile  
This is significantly higher than the other 2 proposals received and Lompoc does not anticipate survey costs to be this high.



September 28, 2009

City of Lompoc  
Bill Koleff Jr.  
601 East North Avenue  
Lompoc, CA 93438  
Phone (805) 875-8705  
Fax (805) 875-8613

Bill,

Aqua-Metric is pleased to quote the following pricing on FCS Leak Detection Equipment:

|                                  |                                   |
|----------------------------------|-----------------------------------|
| Permalog+ Leak Noise Loggers     | \$ 600.00 ea. $\times 10 = 6,000$ |
| Patroller II w/Software and PDA  | \$ 9,000.00                       |
| Xmic-ground-microphone-system    | \$ 3,690.00                       |
| Accucorr 3-outstation correlator | \$ 38,700.00                      |

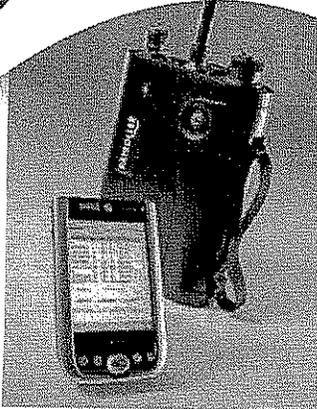
Subtotal \$53,700.00  
Tax (8.75%) \$ 4,698.75  
Total \$58,398.75

Thank You,  
Ben Mirshafiee

Thank You For Doing Business With Aqua-Metric.

# Permalog+

and Patroller II Noise  
Logging Systems

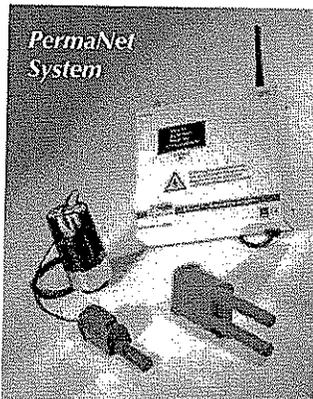


## Introduction

The new Permalog+ system build on the proven reputation of FCS's Permalog and Aqualog noise logging systems. The unit is highly versatile

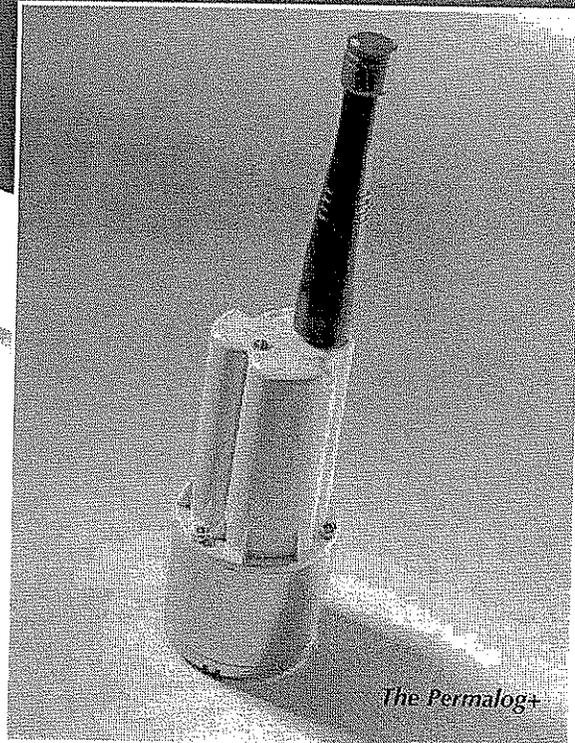
designed for both 'drive-by' and fixed network 'PermaNet' applications.

The drive by version features a new PDA based blue-tooth Patroller, full programming and download via radio and integral Aqualog noise logging mode. The result is a logger that gives improved surveying speed, fast radio download of new data, including full noise logging Aqualog graphics where further investigation is required.



As part of a fixed network the logger can be combined with **PermaNet** network radio, or SMS repeater, to send leak data daily - delivered to the desk top via dedicated web hosted or local software packages. This gives a powerful system for immediate leakage notification and

localisation, leak sizing when combined with daily flow data, for the cost effective management of areas with high levels of leakage, or access/security issues.



## Features

### **Permalog+** multi function leak noise logger

- Drive-by with 'Aqualog' mode
- Faster drive by
- Full programming + download via radio
- Download of historical and Aqualog data

### **Patroller II**

- PDA based download with Blue Tooth link

### **Permanet** fixed network

- Radio or SMS repeater options
- Easy deployment
- 'Leaks' automatically delivered to desk top
- Immediate response
- Leak sizing with daily flow and leakage data



For more information call (513) 831-9335  
or visit [www.fluidconservation.com](http://www.fluidconservation.com)

A HALMA COMPANY

# Permalog+

## and Patroller II Noise Logging Systems SPECIFICATION

| Specification               | Permalog +   | Patroller II   |
|-----------------------------|--|--|
| Dimensions (with aerial)    | Market Dependant :<br>Varying Sizes for<br>Aerial Used | Market Dependant :<br>Varying Sizes for<br>Aerial Used |
| Dimensions (without aerial) | Height to Top of TNC:                                  | Height to Top: 200mm                                   |
| Angle fittings available    | 123mm, width: 50mm                                     | width: 136mm, depth 48mm                               |
| Weight                      | 700 grams  | Interface Unit 650 grams                               |
| Type of Battery             | Lithium/replaceable                                    | Rechargeable Lithium ion                               |
| Battery Life                | Typically 5 years +<br>depending on mode of operation  | 8 hours (car charger supplied)                         |
| Charging Time               | -  | 4 hours  |
| IP Rating                   | IP68   | IP54   |
| Type of Screen              | -  | PDA Based LCD  |
| Size of Screen              | -  | Depends on PDA   |
| Backlit Screen              | -  | Yes  |
| Type of Keypad              | -  | PDA Touch Pad  |
| Carrying Handles            | Optional Hook Accesory                                 | Yes, Nylon Carry Strap                                 |
| Type of Headphones Used?    | -  | -  |
| Parameters                  | User Programmable                                      | Printing: Direct to PC                                 |

*Full specifications provided on request to Fluid Conservation Systems*

**Permalog** is a Registered Trademark

Patent in the US No. 6,647,721 B1



Fluid Conservation Systems a Division of Palmer Environmental  
2001 Ford Circle, Suite F Milford, Ohio 45150 USA  
Tel: (513) 831-9335/(800) 531-5465 Fax: (513) 831-9336  
fcsinfo@fluidconservation.com  
www.fluidconservation.com

A HALMA COMPANY





## APPENDIX 4-2

### Project 2: City of Santa Maria, Untreated Water Landscape Irrigation Project

- 2010-2012 City Budget Resolution
- 2009-2010 City Budget Resolution
- In-Kind Funding Match Labor Hours Form
- Bethel Engineering Fees for Construction Documents
- Bethel Engineering Construction Cost Estimate

RESOLUTION NO. 2010-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA MARIA,  
CALIFORNIA, ADOPTING THE BUDGET FOR FISCAL YEARS 2010-11 AND  
2011-12 AND DELEGATING THE CITY MANAGER TO IMPLEMENT SAME

WHEREAS, the 2010-11 fiscal budget and 2011-12 fiscal budget of the City of Santa Maria have been submitted to this Council, have been considered and are in final form and substance satisfactory to this Council;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Santa Maria, California as follows:

1. The budgets for the City of Santa Maria for fiscal years 2010-11 and 2011-12, and a summary (Exhibit A) setting forth the budget totals, hereby incorporated by reference fully set forth herein, is hereby adopted in the form on file with the Chief Deputy City Clerk; and
2. All encumbrances as of June 30 each year, as represented by outstanding purchase orders, and approved capital projects in process, are hereby authorized to be carried forward and appropriated into the next fiscal year budget; and
3. All necessary actions to implement the provisions of said budget as adopted on this date, including adjustments to the budget for unanticipated expenditures offset by revenues, transfers of budget amounts within a Fund, and any other adjustments approved by Council prior to the adoption of this resolution are hereby authorized to be carried out by the City Manager; and
4. That the City Manager is authorized to underfill classifications by existing classifications when warranted to address operational demands, and is also authorized to approve the purchase of capital equipment and replacement equipment in Section "F" of the 2010-12 budget in conformance with the City's purchasing guidelines and any applicable State and Federal guidelines; and
5. All General Fund revenues in excess of expenditures as of June 30 each year will be appropriated into the Local Economic Augmentation Fund and Capital Reserves.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Santa Maria on this 15<sup>th</sup> day of June, 2010.

/S/ L. J. LAVAGNINO

\_\_\_\_\_  
MAYOR

ATTEST:

/s/PATRICIA A. PEREZ

Chief Deputy City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
City Manager

## CAPITAL PROJECTS

### SUMMARY OF CAPITAL AND MAINTENANCE PROJECTS

|  | Funding to be Appropriated |         | Budgeted Cost |
|--|----------------------------|---------|---------------|
|  | 2010-11                    | 2011-12 | 2010-12       |

#### PUBLIC UTILITIES CAPITAL PROJECTS

##### WATER

 **FIXED BASE METER READING PROGRAM.** To more efficiently read water meters and perform more effective customer service. The fixed base system also provides a mechanism for finding undetected leaks while achieving water conservation.

|                   |            |            |            |
|-------------------|------------|------------|------------|
| <i>Water Fund</i> | \$ 450,000 | \$ 450,000 | \$ 900,000 |
|-------------------|------------|------------|------------|

 **SECONDARY WATER SYSTEM, ELKS FIELD TO ADAM BASIN.** Expand the secondary water system that allows large irrigated areas to be watered directly with groundwater

|                   |         |         |         |
|-------------------|---------|---------|---------|
| <i>Water Fund</i> | 180,000 | 330,000 | 510,000 |
|-------------------|---------|---------|---------|

Project 2

**DISTRIBUTION SYSTEM IMPROVEMENTS.** Improvements within the water distribution system pipes and appurtenances including replacement of remaining wharf head hydrants, replacement of old percolated pipe, and extending the secondary water system.

|                   |         |         |         |
|-------------------|---------|---------|---------|
| <i>Water Fund</i> | 100,000 | 390,000 | 490,000 |
|-------------------|---------|---------|---------|

**DRY YEAR WATER PURCHASES.** Purchase additional State water supplies in years of minimized State Water allocations.

|                   |         |         |         |
|-------------------|---------|---------|---------|
| <i>Water Fund</i> | 200,000 | 200,000 | 400,000 |
|-------------------|---------|---------|---------|

**WATER LINE REPAIRS.** Ensure emergency waterline repairs can be made when needed.

|                   |         |         |         |
|-------------------|---------|---------|---------|
| <i>Water Fund</i> | 100,000 | 100,000 | 200,000 |
|-------------------|---------|---------|---------|

**WATER DISTRIBUTION VALVE MAINTENANCE.** Make repairs to water distribution valves that no longer function by addressing eighteen valve repairs per year.

|                   |        |        |         |
|-------------------|--------|--------|---------|
| <i>Water Fund</i> | 90,000 | 90,000 | 180,000 |
|-------------------|--------|--------|---------|

**WELL MAINTENANCE.** Maintain and repair existing equipment related to the production of water wells.

|                   |        |        |         |
|-------------------|--------|--------|---------|
| <i>Water Fund</i> | 50,000 | 50,000 | 100,000 |
|-------------------|--------|--------|---------|

**HYDRANTS.** Continue to replace a percentage of hydrants each year, as well as replace existing hydrants throughout the City that are no longer manufactured, and hydrants that have been damaged in traffic accidents.

|                   |        |        |        |
|-------------------|--------|--------|--------|
| <i>Water Fund</i> | 28,710 | 28,710 | 57,420 |
|-------------------|--------|--------|--------|

**METER MAINTENANCE.** Pay for repairs related to damaged water meters.

|                   |        |        |        |
|-------------------|--------|--------|--------|
| <i>Water Fund</i> | 25,000 | 25,000 | 50,000 |
|-------------------|--------|--------|--------|

RESOLUTION NO. 2009-91

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA MARIA,  
CALIFORNIA, AMENDING THE BUDGET FOR FISCAL YEAR 2009-10 AND  
DELEGATING THE CITY MANAGER TO IMPLEMENT SAME**

**WHEREAS**, the 2009-10 budget of the City of Santa Maria had previously been adopted by the City Council; and

**WHEREAS**, certain amendments are appropriate at this time and the amended 2009-10 budget is in final form and substance satisfactory to the City Council;

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of Santa Maria, California, as follows:

1. The budget for the City of Santa Maria for the fiscal year 2009-10, and a summary (Exhibit A) is hereby adopted in the form on file with the Chief Deputy City Clerk; and
2. All encumbrances as of June 30 each year, as presented by outstanding purchases orders, and approved capital projects in process are hereby authorized to be carried forward and appropriated into the next fiscal year budget; and
3. The City Manager is hereby authorized to take all necessary actions to implement the provision of said budget as adopted on this date, including adjustments to the budget for unanticipated expenditures offset by revenues, transfers of budget amounts within a Fund, and any other adjustments approved by City Council prior to the adoption of this resolution; and
4. That the City Manager is also hereby authorized, until otherwise directed, to continue to under fill classifications by existing classifications in order to address operational demands, to continue to approve promotional opportunities for employee in established flexibility staffed positions based on merit and full journey-level experience, and to upgrade two Program Coordinator positions to Facility Specialist II positions; and
5. That the following positions are hereby ordered abolished effective June 17, 2009:

*Full-time*

Building Inspector I  
Fire Prevention Officer I  
Park Services Manager  
Planner I  
Police Officer  
Police Records Technician I  
Senior Park Services Officer  
Senior Police Records Technician  
Senior Systems Analyst

*Part-time*  
Laborer III (Recreation and Parks)  
Laborer III (Utilities)  
Senior Page

*Limited Service*  
Assistant Clerk (City Attorney's Office)  
Assistant Clerk (City Manager's Office)  
Library Pages (2)

6. That all General Fund revenues in excess of expenditures by \$860,217 as of June 30<sup>th</sup> be appropriated into the LEAF account, and that the City Manager is hereby authorized to direct the operational carry-over of funds from 2008-09 to 2009-10 as determined by the Director of Administrative Services.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Santa Maria on the 16<sup>th</sup> day of June, 2009.

\_\_\_\_\_  
MAYOR

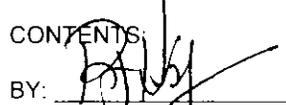
ATTEST:

\_\_\_\_\_  
CHIEF DEPUTY CITY CLERK  
PAT PEREZ

APPROVED AS TO FORM:

BY:   
CITY ATTORNEY

CONTENTS:

BY:   
DEPARTMENT HEAD

BY:   
CITY MANAGER

**EXHIBIT A**

**Summary of Proposed Appropriations for Fiscal Year 2009-10**

|  | PREVIOUSLY<br>ADOPTED<br>APPROPRIATIONS | PROPOSED<br>APPROPRIATIONS   | INCREASE<br>(DECREASE) IN<br>APPROPRIATIONS |
|--|---|------------------------------|---|
| <b>GENERAL FUND:</b>                             |   |                              |   |
| Mayor & Council                                  | \$ 176,870                              | \$ 170,890                   | \$ (5,980)                                  |
| City Attorney                                    | 1,175,330                               | 1,078,540                    | (96,790)                                    |
| City Manager                                     | 2,356,940                               | 2,243,870                    | (113,070)                                   |
| Administrative Services                          | 8,408,640                               | 7,773,530                    | (635,110)                                   |
| Community Development                            | 3,238,050                               | 3,024,000                    | (214,050)                                   |
| Recreation & Parks                               | 8,246,090                               | 7,992,020                    | (254,070)                                   |
| Fire   | 8,533,070                               | 8,121,900                    | (411,170)                                   |
| Police   | 21,088,220                              | 20,851,660                   | (236,560)                                   |
| Public Works                                     | 2,704,560                               | 2,618,620                    | (85,940)                                    |
| Total General Fund                               | <u>55,927,770</u>                       | <u>53,875,030</u>            | <u>(2,052,740)</u>                          |
| <b>ENTERPRISE FUNDS:</b>                         |   |                              |   |
| Water Resources                                  | 44,797,880                              | 39,989,590                   | (4,808,290)                                 |
| Solid Waste                                      | 24,289,470                              | 24,140,790                   | (148,680)                                   |
| Public Transit                                   | 7,243,800                               | 7,159,650                    | (84,150)                                    |
| Total Enterprise Funds                           | <u>76,331,150</u>                       | <u>71,290,030</u>            | <u>(5,041,120)</u>                          |
| <b>SPECIAL REVENUE FUNDS:</b>                    |   |                              |   |
| Library  | 2,903,860                               | 3,015,590                    | 111,730                                     |
| Park Acquisition & Development                   | 75,000                                  | 75,000                       |   |
| Park Residential Development Tax                 |   |                              |   |
| County Measure D                                 | 5,600,185                               | 5,565,030                    | (35,155)                                    |
| CDBG - Block Grant                               | 1,462,560                               | 1,272,130                    | (190,430)                                   |
| RDA Tax Increment                                | 1,218,400                               | 1,218,400                    |   |
| Public Access TV                                 | 228,820                                 | 225,730                      | (3,090)                                     |
| Traffic Safety                                   | 338,750                                 | 338,750                      |   |
| Total Special Revenue Funds                      | <u>11,827,575</u>                       | <u>11,710,630</u>            | <u>(116,945)</u>                            |
| <b>ASSESSMENT, MITIGATION &amp; GRANT FUNDS:</b> |   |                              |   |
| Growth Mitigation                                | 3,860,000                               | 4,015,000                    | 155,000                                     |
| Assessment Districts                             | 3,471,470                               | 3,445,590                    | (25,880)                                    |
| Stowell Parking & Lighting                       | 22,100                                  | 21,270                       | (830)                                       |
| Grant Funds                                      | 168,000                                 | 168,000                      |   |
| Total Assessment, Mitigation & Grant Funds       | <u>7,521,570</u>                        | <u>7,649,860</u>             | <u>128,290</u>                              |
| <b>CAPITAL PROJECT FUNDS:</b>                    |   |                              |   |
| General Fund                                     | 2,912,830                               | 1,412,830                    | (1,500,000)                                 |
| Gax Tax & Local Transportation                   | 4,256,000                               | 4,256,000                    |   |
| Developer/Grant Street Projects                  | 2,686,000                               | 2,686,000                    |   |
| Total Capital Projects Funds                     | <u>9,854,830</u>                        | <u>8,354,830</u>             | <u>(1,500,000)</u>                          |
| <b>INTERNAL SERVICE FUNDS:</b>                   |   |                              |   |
| Fleet Services                                   | 3,685,990                               | 5,919,450                    | 2,233,460                                   |
| LEAF   | 907,230                                 | 2,586,873                    | 1,679,643                                   |
| Equipment  | 1,033,360                               | 1,300,790                    | 267,430                                     |
| Insurance  | 2,786,910                               | 2,729,780                    | (57,130)                                    |
| Total Internal Service Funds                     | <u>8,413,490</u>                        | <u>12,536,893</u>            | <u>4,123,403</u>                            |
| <b>TOTAL CITY APPROPRIATIONS</b>                 | <b>\$ <u>169,876,385</u></b>            | <b>\$ <u>165,417,273</u></b> | <b>\$ <u>(4,459,112)</u></b>                |



## Santa Barbara County IRWMP In-Kind Funding Match Labor Hours

PROPOSITION 84 IMPLEMENTATION GRANT APPLICATION (Round 1)

**Purpose:** This form will be submitted to DWR as an Appendix to Attachment 4 Budget to clearly outline the type and extent of In-Kind contributions being claimed on each project. This form will serve to summarize the necessary timesheet information (employees, dates, hours, bill rates).

**Due Date:** Please complete this form and email the completed form directly to Kim Wilson/CH2M HILL at [Kimberly.Wilson@ch2m.com](mailto:Kimberly.Wilson@ch2m.com).

**Instructions to Select Checkboxes**

- Double click on the grey box (to check "Yes" or "No")
- In Check Box Form Field Option, select "Checked" the under "Default Value"
- Use this box to test:

### General Information

|                                |   |  |  |
|--------------------------------|---|--|--|
| Agency Name:                   | City of Santa Maria                                     |  |  |
| Project Name:                  | Project 2 –Untreated Water Landscape Irrigation Project |  |  |
| Project Contact Person:        | Phone   | E-mail   |  |
| Shannon Sweeney/Teresa Reyburn | 805-925-0951 x7416 Sweeney<br>X7219 Reyburn             | <a href="mailto:Ssweeney@ci.santa-maria.ca.us">Ssweeney@ci.santa-maria.ca.us</a><br><a href="mailto:treburn@ci.santa-maria.ca.us">treburn@ci.santa-maria.ca.us</a> |  |

### In-Kind Funding Match

|   |   |   |
|---|---|---|
| <p><b>Have you or your agency provided services, which can be considered "In-Kind" according to DWR's definition of "In-Kind Services" from the Guidelines and FAQs below for your agency's project?</b></p> <p><i>Definition of In-Kind Service: work performed by the grantee, the cost of which is considered funding match in-lieu of actual funds from the grantee; DWR will accept in-kind service from the broader IRWM effort as long as it meets the conditions placed on funding match. Funding match must be directly attributable to project development and must not have been incurred prior to September 30, 2008.</i></p> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <p>If yes, please proceed to complete the rest of this form entirely and accurately to the best of your knowledge.</p> <p>If no, please skip to the last page and provide the signature of an authorized signatory.</p> |
|---|---|---|

### Work Plan Tasks Associated with In-Kind Funding Match

|   |  |
|---|--|
| <p>Please specify the project Work Plan tasks for which In-Kind services have or are anticipated to be attributed. Refer to the Work Plan section of your project's PIF form for a list of tasks for your project and use the same headers/descriptions here for consistency.</p> <p>Only list those tasks here that were performed by you or other members of your agency/organization (also includes contracted employees and volunteer time specifically related to this project).</p> <p><i>Please add/delete task items as necessary and appropriate</i></p> | <p>Task 1 Project Admin. &amp; Development of Financing</p> <p>Task 3 Reporting</p> <p>Task 4 Assessment and Evaluation of Phase 1 System</p> <p>Task 7 Construction Contracting</p> <p>Task 8 Construction</p> <p>Task 10 Construction Administration</p> |
|---|--|



## Santa Barbara County IRWMP In-Kind Funding Match Labor Hours

PROPOSITION 84 IMPLEMENTATION GRANT APPLICATION (Round 1)

### In-Kind Labor Hours (Summary of Timesheet Information)

For each of the tasks identified above, please use the table below to provide estimated or anticipated dates and hours for the activities associated with each of these tasks. In-Kind labor hours can only be claimed for tasks/activities performed after 9/30/2008. If there is more than one staff person, please indicate in the rows below.

*Please add further task items, dates and hours as necessary and appropriate. The first two line items are provided as an example and should be deleted and replaced with the information related to Task 1a of your project.*

| Task No.               | Description of Activity Performed   | Agency              | Employee Name & Title                 | Dates | Hours | Bill Rate (\$/hr) | In-Kind \$ (Hours x Bill Rate) |
|------------------------|---|---------------------|---------------------------------------|-------|-------|-------------------|--------------------------------|
| 1.1                    | Project Administration  | City of Santa Maria | Shannon Sweeney, Water Resources Mgr. |       | 120   | 109.19            | 13,102.80                      |
| 1.2                    | Development of Financing - request and secure match funding (Complete)            | City of Santa Maria | Teresa Reybum, Business Services Mgr. |       | 20    | 50.78             | 1,015.60                       |
| <b>Task 1 Subtotal</b> |   |                     |                                       |       |       |                   | <b>\$14,118.40</b>             |
| 3.1                    | Account Conversion Tracking   | City of Santa Maria | Shannon Sweeney, Water Resources Mgr. |       | 40    | 109.19            | 4,367.60                       |
| 3.2                    | Annual nitrate sampling   | City of Santa Maria | Water System Operator                 |       | 58    | 37.69             | 2,186.02                       |
| 3.3                    | Complete Quarterly, Annual, and Final Reports as Specified in the Grant Agreement | City of Santa Maria | Shannon Sweeney, Water Resources Mgr. |       | 15    | 109.19            | 1,637.85                       |
| "                      | "   | "                   | Teresa Reybum, Business Services Mgr. |       | 47    | 58.78             | 2,762.66                       |
| 3.4                    | Design Data Management Approach   | City of Santa Maria | Shannon Sweeney, Water Resources Mgr. |       | 4     | 109.19            | 436.76                         |
| 3.5                    | Monitoring, Assessment and Performance Measurement                                | City of Santa Maria | Shannon Sweeney, Water Resources Mgr. |       | 20    | 109.19            | 2,183.80                       |
| <b>Task 3 Subtotal</b> |   |                     |                                       |       |       |                   | <b>\$13,574.69</b>             |



## Santa Barbara County IRWMP In-Kind Funding Match Labor Hours

PROPOSITION 84 IMPLEMENTATION GRANT APPLICATION (Round 1)

|  |   |                     |  |  |     |        |                    |
|--|---|---------------------|--|--|-----|--------|--------------------|
| 4.1  | Assessment and Evaluation of Phase 1 System       | City of Santa Maria | Shannon Sweeney, Water Resources Mgr.      |  | 10  | 109.19 | 1,091.90           |
| <b>Task 4 Subtotal</b>   |   |                     |  |  |     |        | <b>\$1,091.90</b>  |
| 7.1  | Complete bid documents and advertise project      | City of Santa Maria | David Beas, Principal Engineer             |  | 15  | 70.80  | 1,062.00           |
| 7.2  | Award project and obtain insurance/bond paperwork | City of Santa Maria | Rodger Olds, Principal Engineer            |  | 8   | 64.43  | 515.44             |
| <b>Task 7 Subtotal</b>   |   |                     |  |  |     |        | <b>\$1,577.44</b>  |
| 8.3.1  | Verify water service to irrigation services       | City of Santa Maria | David Hossli Water Distribution Supervisor |  | 305 | 48.54  | 14,804.70          |
| "  | "   | "                   | Shannon Sweeney Water Resources Mgr.       |  | 120 | 109.19 | 13,102.80          |
| "  | "   | "                   | Brett Rose Water System Operator II        |  | 200 | 37.69  | 7,538.00           |
| <b>Task 8 Subtotal</b>   |   |                     |  |  |     |        | <b>\$35,445.50</b> |
| 10.1   | Subtask: Engineering construction management      | City of Santa Maria | Rodger Olds Principal Engineer             |  | 215 | 64.43  | 13,852.45          |
| 10.2   | Subtask: Project Inspection                       | City of Santa Maria | Herb Soares Public Works Inspector         |  | 40  | 40.82  | 1,632.80           |
| <b>Task 10 Subtotal</b>  |   |                     |  |  |     |        | <b>\$15,485.25</b> |
| <b>Project Total In-Kind \$ (Sum all rows)</b>   |   |                     |  |  |     |        | <b>\$81,293.18</b> |
| <b>Please check to make sure this amount is consistent with Table 7 Project Budget</b> |   |                     |  |  |     |        |                    |

Agency Representative

Signature

Title Richard G. Sweet, Director of Utilities

Date 12-15-10

Proposal to **City of Santa Maria, Engineering Division**  
for the performance of

## **Preparation of Construction Documents and Coordination**

for

## **Secondary System Extension to Miller Elementary School**

November 15, 2010



## INTRODUCTION –

This proposal is an estimate of the Engineering services/costs associated with the preparation of the improvement plans for two portions of the Secondary System Extension to Allan Hancock College. The following “Scope of Work” will describe these items in more depth.

## SCOPE OF WORK –

### Waterline Extension Plans

Bethel Engineering will prepare Public Improvement Plans to connect to the existing 12” waterline in College Drive at the intersection of Boone Street. The new waterline will be a 12” PVC line that will connect to the existing 12” PVC waterline at the intersection of Boone Street and College Drive. The 12” proposed waterline will extend west along Boone Street approximately 2100 L.F. and connect to the existing 12” C.I. waterline north of Simas Park Playing Fields.

In addition to the above section of waterline, a second section will be designed for construction. The second section will be a 12” PVC line that will connect to the existing westerly stubbed waterline at the intersection of College Drive and Camino Colegio. The 12” proposed waterline will extend west along Camino Colegio approximately 1100 L.F. to the easterly boundary of Miller Elementary School. Here, the line will be stubbed for future extension.

The public improvement plans will provide the connection locations, details, and anticipated utility crossings for the new line. These plans are for review and approval by the City of Santa Maria. Coordination with the City of Santa Maria is included in this estimate.

| <u>Staff</u> | <u>Item</u>              | <u>Hours</u> | <u>Rate</u> | <u>Cost</u>         |
|--------------|--------------------------|--------------|-------------|---------------------|
| BE           | Research                 | 8            | \$115       | \$ 920.00           |
| BE           | Public Improvement Plans | 200          | \$115       | \$ 23,000.00        |
| BE           | Coordination             | 12           | \$115       | \$ 1,380.00         |
|              |                          |              | Total       | <u>\$ 25,300.00</u> |

### Supporting Documentation

We have included the preparation of specifications, a construction cost estimate, assistance with bid documents and coordination with City Engineering support staff. We have also included minor revisions necessary to provide the City with “as-built” Plans as needed after completion of the project. It is understood that no contract administration or inspections will be required from our office, but will be provided by City staff.

| <u>Staff</u> | <u>Item</u>                   | <u>Hours</u> | <u>Rate</u> | <u>Cost</u>        |
|--------------|-------------------------------|--------------|-------------|--------------------|
| BE           | Specifications                | 16           | \$115       | \$ 1,840.00        |
| BE           | Construction Cost Estimates   | 8            | \$115       | \$ 920.00          |
| BE           | As-Built Drawings (as needed) | 4            | \$115       | \$ 460.00          |
| BE           | Coordination                  | 8            | \$115       | \$ 920.00          |
| Total        |                               |              |             | <b>\$ 4,140.00</b> |

### Field Survey

We anticipate the need to coordinate “as-built” reference plan information, provided by the City of Santa Maria, Engineering Division, for datum differences, as well as verification of existing pipe and manhole depths. This information will be used to anticipate utility crossing conflicts and design to avoid them. We have included a lump sum allowance for Fargen Surveys, Inc. to perform the anticipated field work. This surveying is for design purposes only. No construction staking is included.

| <u>Staff</u> | <u>Item</u>  | <u>Cost</u>        |
|--------------|--------------|--------------------|
| FSI          | Field Survey | <b>\$ 9,100.00</b> |

### BUDGET SUMMARY –

| <u>Staff</u> | <u>Item</u>               | <u>Cost</u>         |
|--------------|---------------------------|---------------------|
| BE           | Waterline Extension Plans | \$ 25,300.00        |
| BE           | Supporting Documentation  | \$ 4,140.00         |
| FSI          | Field Survey              | \$ 9,100.00         |
| Total        |                           | <b>\$ 38,540.00</b> |

### Items not included

The following items are **not** considered a part of this proposal.

- 1) Demand or capacity analysis for the proposed waterline.
- 2) Roadway resurfacing plans.
- 3) Soils Investigation, Testing, or Recommendations.
- 4) Permit processing.
- 5) Government, utility, permit, plan review, or inspection fees of any nature.
- 6) Hazardous soils/materials involvement of any nature.
- 7) Construction Administration/Inspections.
- 8) Contract administration.
- 9) Construction Staking.
- 10) SWPPP or NOI preparation/processing.

**BETHEL ENGINEERING**  
**FEE SCHEDULE**  
Effective January 1, 2010

| <u>Position</u>    | <u>Rate</u>  |
|--------------------|--------------|
| Principal Engineer | \$ 140.00/Hr |
| Chief Engineer     | \$ 130.00/Hr |
| Senior Engineer    | \$ 115.00/Hr |
| Project Engineer   | \$ 95.00/Hr  |
| Clerical           | \$ 40.00/Hr  |

The fees associated with this proposal are only valid through December 31, 2010. Hourly rates subject to change with prior notice

**FARGEN SURVEYS, INC.**  
**FEE SCHEDULE**  
Effective January 1, 2009

|  | <u>Rate</u>  |
|--|--------------|
| Principal                                  | \$ 150.00/hr |
| Drafting and Calculations                  | \$ 95.00/hr  |
| One-Man Survey Crew (GPS or Total Station) | \$ 160.00/hr |
| Two-Man Survey Crew                        | \$ 190.00/hr |
| Secretarial                                | \$ 40.00/hr  |
| Photogrammetry                             | At Cost      |

1. All accounts are due and payable upon receipt.
2. All Contract work will be billed monthly for work in progress.
3. Reimbursable expenses such as, reproductions, postage and express charges will be itemized separately at direct cost plus 15%.
4. All agency processing, map checking and recording fees will be paid directly by the client to the respective agency.



2624 Airpark Drive, Santa Maria • California 93455 • Tel 805-934-5767 • Fax 805-934-3448

|   |            |                 |          |
|---|------------|-----------------|----------|
| Secondary System Extension to Miller School |            | \$ 38,540.00    | 11/15/10 |
| Job Name                                    | Job Number | Estimate Amount | Date     |

Attached to this Authorization to Proceed is an **Estimate** for costs associated with engineering services to be rendered on your behalf. This is Bethel Engineering's best estimate based upon the information available at this time. You should realize, however, that the actual cost of our services could vary substantially from the proposal should unforeseeable circumstances arise. Our services are performed on a time and material basis. During the performance of our services, the need for additional or expanded services may be necessary. We will make every effort to keep you informed of the progress and the costs incurred during the processing and review of your project. In dealing with government agencies, it must be understood that Bethel Engineering, can make no guarantee of the final outcome of the project.

Fees to **independent consultants** or services, (e.g. planning, soil, title companies, archaeology or biology), are to be billed directly to you and not through Bethel Engineering.

All **direct costs and expenses** incurred by Bethel Engineering will be billed to you at cost plus fifteen (15) percent. Such costs include, but are not limited to, travel, reproduction, supplies, mail, messenger, mileage and similar costs and expenses. Clerical services associated with project processing may also be billed according to the regular hourly billing rate then in effect. A copy of our current rate schedule dated January 1, 2010 is enclosed. All overtime or premium time for professional services will be billed at the regular hourly rate plus ten (10) dollars per hour.

Bethel Engineering will **bill monthly** for work completed and in progress. Invoices are due upon receipt. Any amounts not paid within 30 days of the date on that invoice will be subject to a service charge/administration processing fee of one and one half (1.5) percent per month on the unpaid amount. Bethel Engineering reserves the right to stop work on the project and/or terminate this contract if any amount due remains unpaid for more than thirty (30) days. Payment of invoices for services performed will not be contingent upon the client's receipt of payment from other parties or receipt of any governmental approvals.

Should any **litigation** be commenced between the parties to this agreement concerning this agreement, or the rights and duties of either in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorney's fees in such litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose. For the purpose of this paragraph, attorney's fees shall include, but not be limited to, fees incurred to enforce any judgement rendered in the litigation.

All **original papers, maps**, and other documents and copies thereof, produced or acquired by Bethel Engineering as a result of this project, except documents required to be filed with public agencies, shall be and remain the property of Bethel Engineering. All information contained in these documents shall remain the property of the client and shall not be used by Bethel Engineering without the consent of the client. This agreement may not be assigned without the prior written consent of all parties.

If the **terms** outlined above are acceptable, please sign and date below and return to our office. If the client is a corporation, partnership, or other entity, then the person executing this agreement on behalf of the entity hereby: a) Represents and warrants that he/she has full power and authority to bind the client, and; b) Personally guarantees the performance of the client under this agreement. You agree to fully cooperate with Bethel Engineering in this matter and provide Bethel Engineering the information that is necessary or advisable to process with the subject property.

Russell J. Garrison 11/15/10  
 BETHEL ENGINEERING. Date

Owner \_\_\_\_\_ Date \_\_\_\_\_

Client / Billing Name \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Phone Number \_\_\_\_\_

Phone Number \_\_\_\_\_

\_\_\_\_\_  
 Type of Entity (Corporation, Partnership)

**BETHEL ENGINEERING**  
 Civil Engineers  
 2624 Airpark Drive  
 Santa Maria, Ca. 93455  
 Telephone (805) 934-5767

**Secondary System Extension  
 to Allan Hancock College**

|  | Quantity | Unit Cost    | Item Total          |                              |
|--|----------|--------------|---------------------|------------------------------|
| <b>(Phase 1B) TASK 1-BASE PROJECT</b>  |          |              |                     |                              |
| Mains:                                 |          |              |                     |                              |
| 12" Pipe, PVC                          | 3232 LF  | \$50.00      | \$161,600.00        |                              |
|  |          |              |                     | Mains Subtotal: \$161,600.00 |
| Valves:                                |          |              |                     |                              |
| 12" Valve Assembly                     | 5 EA     | \$2,500.00   | \$12,500.00         |                              |
|  |          |              |                     | Valves Subtotal: \$12,500.00 |
| Miscellaneous:                         |          |              |                     |                              |
| Engineering Design                     | 1 LS     | \$100,000.00 | \$100,000.00        | <b>Project 2,<br/>Task 5</b> |
| Well Repair Monitoring Well            | 1 LS     | \$150,000.00 | \$150,000.00        |                              |
| Connect to Monitoring Well             | 1 LS     | \$6,000.00   | \$6,000.00          |                              |
| Connect to Existing                    | 6 LS     | \$300.00     | \$1,800.00          |                              |
| Disconnect from Existing               | 3 LS     | \$300.00     | \$900.00            |                              |
| Connect to Existing Irrigation Meter   | 2 LS     | \$5,000.00   | \$10,000.00         |                              |
| Remove/replace Pavement                | 2965 SF  | \$5.00       | \$14,825.00         |                              |
| Remove/replace concrete                | 1 LS     | \$1,200.00   | \$1,200.00          |                              |
|  |          |              |                     |                              |
| TOTAL ESTIMATED COST:                  |          |              | \$458,825.00        |                              |
| Contingencies @ 15%:                   |          |              | \$68,823.75         |                              |
| <b>BASE PROJECT CONSTRUCTION COST:</b> |          |              | <b>\$527,648.75</b> |                              |

**(Phase 2) TASK 2 -TREFT PARK/MILLER SCHOOL EXTENSION**

|                    |         |            |                             |
|--------------------|---------|------------|-----------------------------|
| Mains:             |         |            |                             |
| 12" Pipe, PVC      | 1169 LF | \$50.00    | \$58,450.00                 |
|                    |         |            | Mains Subtotal: \$58,450.00 |
| Valves:            |         |            |                             |
| 12" Valve Assembly | 1 EA    | \$2,500.00 | \$2,500.00                  |
|                    |         |            | Valves Subtotal: \$2,500.00 |

|                                      |         |             |             |
|--------------------------------------|---------|-------------|-------------|
| Miscellaneous:                       |         |             |             |
| Engineering Design                   | 1 LS    | \$40,000.00 | \$40,000.00 |
| Cap                                  | 1 LS    | \$250.00    | \$250.00    |
| Connect to Existing                  | 1 LS    | \$300.00    | \$300.00    |
| Connect to Existing Irrigation Meter | 1 LS    | \$5,000.00  | \$5,000.00  |
| Remove/replace Pavement              | 3507 SF | \$5.00      | \$17,535.00 |

Miscellaneous Subtotal: \$63,085.00

TOTAL ESTIMATED COST: \$124,035.00

Contingencies @ 15%: \$18,605.25

**TREFT PARK/MILLER SCHOOL EXTENSION: \$142,640.25**

**(Phase 3) TASK 3-Tie to Well #4**

|                         |      |              |              |
|-------------------------|------|--------------|--------------|
| Miscellaneous:          |      |              |              |
| Well #4 Repair          | 1 LS | \$150,000.00 | \$150,000.00 |
| Engineering Design      | 1 LS | \$10,000.00  | \$10,000.00  |
| Connection to Well #4   | 1 LS | \$6,000.00   | \$6,000.00   |
| Remove Replace Pavement | 1 LS | \$500.00     | \$500.00     |

Miscellaneous Subtotal: \$166,500.00

TOTAL ESTIMATED COST: \$166,500.00

Contingencies @ 15%: \$24,975.00

**TIE TO WELL #4 CONSTRUCTION COST: \$191,475.00**

**TASK 4 - SANTA MARIA HIGH SCHOOL EXTENSION**

← Phase 4 is not part of Project 2

|               |         |         |              |
|---------------|---------|---------|--------------|
| Mains:        |         |         |              |
| 12" Pipe, PVC | 2387 LF | \$50.00 | \$119,350.00 |

Mains Subtotal: \$119,350.00

|                    |      |            |             |
|--------------------|------|------------|-------------|
| Valves:            |      |            |             |
| 12" Valve Assembly | 4 EA | \$2,500.00 | \$10,000.00 |

Valves Subtotal: \$10,000.00

|                                      |         |             |             |
|--------------------------------------|---------|-------------|-------------|
| Miscellaneous:                       |         |             |             |
| Engineering Design                   | 1 LS    | \$65,000.00 | \$65,000.00 |
| Cap                                  | 1 LS    | \$250.00    | \$250.00    |
| Connect to Existing                  | 1 LS    | \$300.00    | \$300.00    |
| Connect to Existing Irrigation Meter | 1 LS    | \$5,000.00  | \$5,000.00  |
| Remove/replace Pavement              | 7161 SF | \$5.00      | \$35,805.00 |

Miscellaneous Subtotal: \$106,355.00

TOTAL ESTIMATED COST: \$235,705.00

|   |  |  |                     |
|---|--|--|---------------------|
| Contingencies @ 15%:                      |  |  | \$35,355.75         |
| <b>SANTA MARIA HIGH SCHOOL EXTENSION:</b> |  |  | <b>\$271,060.75</b> |

**TASK 5 - FAIRPARK EXTENSION**

← Phase 5 is not part of Project 2

|                                      |                         |             |                     |
|--------------------------------------|-------------------------|-------------|---------------------|
| Mains:                               |                         |             |                     |
| 12" Pipe, PVC                        | 2510 LF                 | \$50.00     | \$125,500.00        |
|                                      | Mains Subtotal:         |             | \$125,500.00        |
| Valves:                              |                         |             |                     |
| 12" Valve Assembly                   | 3 EA                    | \$2,500.00  | \$7,500.00          |
|                                      | Valves Subtotal:        |             | \$7,500.00          |
| Miscellaneous:                       |                         |             |                     |
| Engineering Design                   | 1 LS                    | \$70,000.00 | \$70,000.00         |
| Cap                                  | 1 LS                    | \$250.00    | \$250.00            |
| Connect to Existing                  | 1 LS                    | \$300.00    | \$300.00            |
| Connect to Existing Irrigation Meter | 1 LS                    | \$5,000.00  | \$5,000.00          |
| Remove/replace Pavement              | 7530 SF                 | \$5.00      | \$37,650.00         |
|                                      | Miscellaneous Subtotal: |             | \$113,200.00        |
| TOTAL ESTIMATED COST:                |                         |             | \$246,200.00        |
| Contingencies @ 15%:                 |                         |             | \$36,930.00         |
| <b>FAIRPARK EXTENSION:</b>           |                         |             | <b>\$283,130.00</b> |

**TASK 6 - ADAM PARK EXTENSION**

← Phase 6 is not part of Project 2

|                                      |                         |             |                     |
|--------------------------------------|-------------------------|-------------|---------------------|
| Mains:                               |                         |             |                     |
| 12" Pipe, PVC                        | 1422 LF                 | \$50.00     | \$71,100.00         |
|                                      | Mains Subtotal:         |             | \$71,100.00         |
| Valves:                              |                         |             |                     |
| 12" Valve Assembly                   | 2 EA                    | \$2,500.00  | \$5,000.00          |
|                                      | Valves Subtotal:        |             | \$5,000.00          |
| Miscellaneous:                       |                         |             |                     |
| Engineering Design                   | 1 LS                    | \$40,000.00 | \$40,000.00         |
| Cap                                  | 1 LS                    | \$250.00    | \$250.00            |
| Connect to Existing                  | 1 LS                    | \$300.00    | \$300.00            |
| Connect to Existing Irrigation Meter | 2 LS                    | \$5,000.00  | \$10,000.00         |
| Remove/replace Pavement              | 4266 SF                 | \$5.00      | \$21,330.00         |
|                                      | Miscellaneous Subtotal: |             | \$71,880.00         |
| TOTAL ESTIMATED COST:                |                         |             | \$147,980.00        |
| Contingencies @ 15%:                 |                         |             | \$22,197.00         |
| <b>ADAM PARK EXTENSION:</b>          |                         |             | <b>\$170,177.00</b> |

|   |                     |
|---|---------------------|
| <b>TASK 1: BASE PROJECT CONSTRUCTION COST:</b>    | <b>\$527,648.75</b> |
| <b>TASK 2: CAMINO COLEGIO CONSTRUCTION COST:</b>  | <b>\$142,640.25</b> |
| <b>TASK 3: TIE TO WELL #4 CONSTRUCTION COST:</b>  | <b>\$191,475.00</b> |
| <b>TASK 4: SANTA MARIA HIGH SCHOOL EXTENSION:</b> | <b>\$271,060.75</b> |
| <b>TASK 5: FAIRPARK EXTENSION</b>                 | <b>\$283,130.00</b> |
| <b>TASK 6: ADAM PARK EXTENSION:</b>               | <b>\$170,177.00</b> |

Phases 4, 5, 6 are not part of Project 2

**TOTAL PROJECT ESTIMATED CONSTRUCTION COST: \$1,586,131.75**

## APPENDIX 4-3

### Project 3: City of Santa Maria, LeakWatch Project

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- 2010-2012 City Budget Resolution
- In-Kind Funding Match Labor Hours Form
- Equipment Quotes
- FlexNet Equipment Information

RESOLUTION NO. 2010-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANTA MARIA,  
CALIFORNIA, ADOPTING THE BUDGET FOR FISCAL YEARS 2010-11 AND  
2011-12 AND DELEGATING THE CITY MANAGER TO IMPLEMENT SAME

WHEREAS, the 2010-11 fiscal budget and 2011-12 fiscal budget of the City of Santa Maria have been submitted to this Council, have been considered and are in final form and substance satisfactory to this Council;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Santa Maria, California as follows:

1. The budgets for the City of Santa Maria for fiscal years 2010-11 and 2011-12, and a summary (Exhibit A) setting forth the budget totals, hereby incorporated by reference fully set forth herein, is hereby adopted in the form on file with the Chief Deputy City Clerk; and
2. All encumbrances as of June 30 each year, as represented by outstanding purchase orders, and approved capital projects in process, are hereby authorized to be carried forward and appropriated into the next fiscal year budget; and
3. All necessary actions to implement the provisions of said budget as adopted on this date, including adjustments to the budget for unanticipated expenditures offset by revenues, transfers of budget amounts within a Fund, and any other adjustments approved by Council prior to the adoption of this resolution are hereby authorized to be carried out by the City Manager; and
4. That the City Manager is authorized to underfill classifications by existing classifications when warranted to address operational demands, and is also authorized to approve the purchase of capital equipment and replacement equipment in Section "F" of the 2010-12 budget in conformance with the City's purchasing guidelines and any applicable State and Federal guidelines; and
5. All General Fund revenues in excess of expenditures as of June 30 each year will be appropriated into the Local Economic Augmentation Fund and Capital Reserves.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Santa Maria on this 15<sup>th</sup> day of June, 2010.

/S/ L. J. LAVAGNINO

\_\_\_\_\_  
MAYOR

ATTEST:

/s/PATRICIA A. PEREZ

Chief Deputy City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
City Manager

## CAPITAL PROJECTS

### SUMMARY OF CAPITAL AND MAINTENANCE PROJECTS

|  | Funding to be Appropriated |         | Budgeted Cost |
|--|----------------------------|---------|---------------|
|  | 2010-11                    | 2011-12 | 2010-12       |

#### PUBLIC UTILITIES CAPITAL PROJECTS

##### WATER

 **FIXED BASE METER READING PROGRAM.** To more efficiently read water meters and perform more effective customer service. The fixed base system also provides a mechanism for finding undetected leaks while achieving water conservation.

|                   |            |            |            |
|-------------------|------------|------------|------------|
| <i>Water Fund</i> | \$ 450,000 | \$ 450,000 | \$ 900,000 |
|-------------------|------------|------------|------------|

Project 3

 **SECONDARY WATER SYSTEM, ELKS FIELD TO ADAM BASIN.** Expand the secondary water system that allows large irrigated areas to be watered directly with groundwater

|                   |         |         |         |
|-------------------|---------|---------|---------|
| <i>Water Fund</i> | 180,000 | 330,000 | 510,000 |
|-------------------|---------|---------|---------|

**DISTRIBUTION SYSTEM IMPROVEMENTS.** Improvements within the water distribution system pipes and appurtenances including replacement of remaining wharf head hydrants, replacement of old percolated pipe, and extending the secondary water system.

|                   |         |         |         |
|-------------------|---------|---------|---------|
| <i>Water Fund</i> | 100,000 | 390,000 | 490,000 |
|-------------------|---------|---------|---------|

**DRY YEAR WATER PURCHASES.** Purchase additional State water supplies in years of minimized State Water allocations.

|                   |         |         |         |
|-------------------|---------|---------|---------|
| <i>Water Fund</i> | 200,000 | 200,000 | 400,000 |
|-------------------|---------|---------|---------|

**WATER LINE REPAIRS.** Ensure emergency waterline repairs can be made when needed.

|                   |         |         |         |
|-------------------|---------|---------|---------|
| <i>Water Fund</i> | 100,000 | 100,000 | 200,000 |
|-------------------|---------|---------|---------|

**WATER DISTRIBUTION VALVE MAINTENANCE.** Make repairs to water distribution valves that no longer function by addressing eighteen valve repairs per year.

|                   |        |        |         |
|-------------------|--------|--------|---------|
| <i>Water Fund</i> | 90,000 | 90,000 | 180,000 |
|-------------------|--------|--------|---------|

**WELL MAINTENANCE.** Maintain and repair existing equipment related to the production of water wells.

|                   |        |        |         |
|-------------------|--------|--------|---------|
| <i>Water Fund</i> | 50,000 | 50,000 | 100,000 |
|-------------------|--------|--------|---------|

**HYDRANTS.** Continue to replace a percentage of hydrants each year, as well as replace existing hydrants throughout the City that are no longer manufactured, and hydrants that have been damaged in traffic accidents.

|                   |        |        |        |
|-------------------|--------|--------|--------|
| <i>Water Fund</i> | 28,710 | 28,710 | 57,420 |
|-------------------|--------|--------|--------|

**METER MAINTENANCE.** Pay for repairs related to damaged water meters.

|                   |        |        |        |
|-------------------|--------|--------|--------|
| <i>Water Fund</i> | 25,000 | 25,000 | 50,000 |
|-------------------|--------|--------|--------|



# Santa Barbara County IRWMP In-Kind Funding Match Labor Hours

PROPOSITION 84 IMPLEMENTATION GRANT APPLICATION (Round 1)

Purpose: This form will be submitted to DWR as an Appendix to Attachment 4 Budget to clearly outline the type and extent of In-Kind contributions being claimed on each project. This form will serve to summarize the necessary timesheet information (employees, dates, hours, bill rates).

Due Date: Please complete this form and email the completed form directly to Kim Wilson/CH2M HILL at [Kimberly.Wilson@ch2m.com](mailto:Kimberly.Wilson@ch2m.com).

**Instructions to Select Checkboxes**

- Double click on the grey box (to check "Yes" or "No")
- In Check Box Form Field Option, select "Checked" the under "Default Value"
- Use this box to test:

## General Information

|                                |   |  |
|--------------------------------|---|--|
| Agency Name:                   | City of Santa Maria                         |  |
| Project Name:                  | Project 3 – Leakwatch                       |  |
| Project Contact Person:        | Phone                                       | E-mail   |
| Shannon Sweeney/Teresa Reyburn | 805-925-0951 x7416 Sweeney<br>X7219 Reyburn | <a href="mailto:Ssweeney@ci.santa-maria.ca.us">Ssweeney@ci.santa-maria.ca.us</a><br><a href="mailto:treyburn@ci.santa-maria.ca.us">treyburn@ci.santa-maria.ca.us</a> |

## In-Kind Funding Match

|   |   |   |
|---|---|---|
| <p><b>Have you or your agency provided services, which can be considered "In-Kind" according to DWR's definition of "In-Kind Services" from the Guidelines and FAQs below for your agency's project?</b></p> <p><i>Definition of In-Kind Service: work performed by the grantee, the cost of which is considered funding match in-lieu of actual funds from the grantee; DWR will accept in-kind service from the broader IRWM effort as long as it meets the conditions placed on funding match. Funding match must be directly attributable to project development and must not have been incurred prior to September 30, 2008.</i></p> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <p>If yes, please proceed to complete the rest of this form entirely and accurately to the best of your knowledge.</p> <p>If no, please skip to the last page and provide the signature of an authorized signatory.</p> |
|---|---|---|

## Work Plan Tasks Associated with In-Kind Funding Match

|   |  |
|---|--|
| <p>Please specify the project Work Plan tasks for which In-Kind services have or are anticipated to be attributed. Refer to the Work Plan section of your project's PIF form for a list of tasks for your project and use the same headers/descriptions here for consistency.</p> <p>Only list those tasks here that were performed by you or other members of your agency/organization (also includes contracted employees and volunteer time specifically related to this project).</p> <p><i>Please add/delete task items as necessary and appropriate</i></p> | <p><u>Task 1 Project Administration and Development of Financing</u></p><br><p><u>Task 3 Reporting</u></p><br><p><u>Task 5 Environmental Documentation</u></p> |
|---|--|



## Santa Barbara County IRWMP In-Kind Funding Match Labor Hours

PROPOSITION 84 IMPLEMENTATION GRANT APPLICATION (Round 1)

### In-Kind Labor Hours (Summary of Timesheet Information)

For each of the tasks identified above, please use the table below to provide estimated or anticipated dates and hours for the activities associated with each of these tasks. In-Kind labor hours can only be claimed for tasks/activities performed after 9/30/2008. If there is more than one staff person, please indicate in the rows below.

*Please add further task items, dates and hours as necessary and appropriate. The first two line items are provided as an example and should be deleted and replaced with the information related to Task 1a of your project.*

| Task No.               | Description of activities performed   | Agency              | Employee Name & Job Title                   | Dates | Hours | Bill Rate (\$/hr) | In-Kind \$ (Hours x Bill Rate) |
|------------------------|---|---------------------|---|-------|-------|-------------------|--------------------------------|
| 1.1.1                  | Secure Purchase Orders  | City of Santa Maria | Shannon Sweeney, Water Resources Mgr.       |       | 9     | 109.19            | 982.71                         |
| 1.1.1                  | Secure Purchase Orders  | City of Santa Maria | Teresa Reyburn, Business Services Mgr.      |       | 30    | 50.78             | 1,523.40                       |
| 1.1.2                  | 1.1.2 Coordinate installation   | City of Santa Maria | Shannon Sweeney, Water Resources Mgr.       |       | 9     | 109.19            | 982.71                         |
| 1.1.2                  | 1.1.2 Coordinate installation   | City of Santa Maria | David Hossli, Water Distribution Supervisor |       | 63    | 48.54             | 3,058.02                       |
| 1.2                    | Development of Funding  | City of Santa Maria | Teresa Reyburn, Business Services Mgr.      |       | 44    | 50.78             | 2,234.32                       |
| <b>Task 1 Subtotal</b> |   |                     |   |       |       |                   | <b>\$8,781.16</b>              |
| 3.1                    | Subtask 3.1 Complete Quarterly, Annual, and Final Reports as Specified in the Grant Agreement | City of Santa Maria | Shannon Sweeney, Water Resources Mgr.       |       | 10    | 109.19            | 1,091.90                       |
| 3.2                    | Subtask 3.2 Design Data Management Approach   | City of Santa Maria | Teresa Reyburn, Business Services Mgr.      |       | 40    | 50.78             | 2,031.20                       |
| 3.3.2                  | Update spreadsheets to track progress and meet grant requirements                             | City of Santa Maria | Donna Mathews, Account Clerk I              |       | 27    | 32.31             | 872.37                         |
| 3.2                    | Subtask 3.2 Design Data Management Approach   | City of Santa Maria | Shannon Sweeney, Water Resources Mgr.       |       | 4     | 109.19            | 436.76                         |



**Santa Barbara County IRWMP In-Kind Funding Match Labor Hours**

PROPOSITION 84 IMPLEMENTATION GRANT APPLICATION (Round 1)

|   |   |                     |                                       |  |      |        |                    |
|---|---|---------------------|---------------------------------------|--|------|--------|--------------------|
| 3.3.2   | Update spreadsheets to track progress and meet grant requirements | City of Santa Maria | Shannon Sweeney, Water Resources Mgr. |  | 40.5 | 109.19 | 4,422.20           |
| 3.3.1   | Develop spreadsheet to track progress and meet grant requirements | City of Santa Maria | Shannon Sweeney, Water Resources Mgr. |  | 1    | 109.19 | 109.19             |
| 3.3.2   | Update spreadsheets to track progress and meet grant requirements | City of Santa Maria | Shannon Sweeney, Water Resources Mgr. |  | 20   | 109.19 | 2,183.80           |
| <b>Task 3 Subtotal</b>  |   |                     |                                       |  |      |        | <b>\$11,147.42</b> |
| 5   | CEQA Documentation  | City of Santa Maria | Shannon Sweeney, Water Resources Mgr. |  | 1    | 109.19 | 109.19             |
| <b>Task 5 Subtotal</b>  |   |                     |                                       |  |      |        | <b>\$109.19</b>    |
| <b>Project Total In-Kind \$ (Sum all rows)</b>                                  |   |                     |                                       |  |      |        | <b>\$20,038</b>    |
| Please check to make sure this amount is consistent with Table 7 Project Budget |   |                     |                                       |  |      |        |                    |

Agency Representative

Signature 

Title Richard G. Sweet, Director of Utilities

Date 12-13-10

Quotes obtained from Sensus Metering Systems as part of the Propagation Study in December 2008

Fixed Base Evaluation  
Towers

| Company | Number of Sites | Quoted cost | Extra City Costs | Cell service costs | Lifecycle Total |
|---------|-----------------|-------------|------------------|--------------------|-----------------|
| Itron   | 10              | \$140,000   | \$175,000        | \$84,000           | \$399,000       |
| Neptune | 8               | \$152,000   | \$125,000        | \$60,000           | \$337,000       |
| Sensus  | 3               | \$240,000   | \$0              | \$0                | \$240,000       |
| Aclara  | 20              | \$140,000   | \$425,000        | \$204,000          | \$769,000       |

Extra CSM costs beyond the first three sites

|              |          |
|--------------|----------|
| Tower        | \$15,000 |
| Power supply | \$5,000  |
| Installation | \$5,000  |
| Total*       | \$25,000 |

Antenna Base Unit Cost = \$240,000/3 = \$80,000

\* Does not include easements. Propagation studies requested from all bidders.

Only Sensus provided actual tower locations.

Only first three sites have fiber. Remaining towers need cell service at \$50 per month

Endpoints Transmitter Dual Transmitter

| Company | Single Endpoint |        | Dual Endpoint |        | Antennas |        | Registers |        | Total       |
|---------|-----------------|--------|---------------|--------|----------|--------|-----------|--------|-------------|
|         | Cost            | Number | Cost          | Number | Cost     | Number | Cost      | Number |             |
| Itron   | \$92            | 20,870 | \$0           | -      | \$22     | 20,870 | \$60.00   | 13,500 | \$3,183,963 |
| Neptune | \$135           | 20,870 | \$0           | -      | \$0      | -      | \$60.00   | 13,500 | \$3,627,450 |
| Sensus  | \$150           | 7,000  | \$160         | 6,000  | \$0      | -      | \$60.00   | 13,500 | \$2,820,000 |
| Aclara  | \$135           | 20,870 | \$0           | -      | \$0      | -      | \$60.00   | 13,500 | \$3,627,450 |

Annual Maintenance

| Company | Annual   | # Years | Total     |
|---------|----------|---------|-----------|
| Itron   | \$12,510 | 19      | \$237,690 |
| Neptune | \$29,000 | 19      | \$551,000 |
| Sensus  | \$6,600  | 19      | \$125,400 |
| Aclara  | \$25,250 | 19      | \$479,750 |

Extras

| Company | Server and |           | Total     |
|---------|------------|-----------|-----------|
|         | Software   | Service   |           |
| Itron   | \$40,750   | \$320,700 | \$361,450 |
| Neptune | \$36,375   | \$8,500   | \$44,875  |
| Sensus  | \$34,000   | \$0       | \$34,000  |
| Aclara  | \$32,500   | \$12,150  | \$44,650  |

Lifecycle Total

| Company | Towers    | Endpoints   | Annual      |           | Total       |
|---------|-----------|-------------|-------------|-----------|-------------|
|         |           |             | Maintenance | Extras    |             |
| Itron   | \$399,000 | \$3,183,963 | \$237,690   | \$361,450 | \$4,182,103 |
| Neptune | \$337,000 | \$3,627,450 | \$551,000   | \$44,875  | \$4,560,325 |
| Sensus  | \$240,000 | \$2,820,000 | \$125,400   | \$34,000  | \$3,219,400 |
| Aclara  | \$769,000 | \$3,627,450 | \$479,750   | \$44,650  | \$4,920,850 |

Date Rec'd: 5/29/09

Asst #: 002-011-080-53-01

Processed By: \_\_\_\_\_

Approved By: 

REQUISITION FOR QUOTE

For the purchase of

- 1 TGB
- 3,400 MXU 520 DP
- 3,400 ICE registers

Total \$823,600 + 5% contingency =  
\$864,780

# FlexNet<sup>®</sup> SIMPLICITY

**F**lexNet is the industry's only solution for utilities that demand unmatched customer service and pinpoint-accurate reads.

Only FlexNet delivers Primary-Use licensing by the Federal Communications Commission, which guarantees an uncluttered, crystal clear path for transmissions. And that paves the way for an industry-leading two watts of power, making your FlexNet system the only mass-deployed utility system to enjoy the highest level of protection, power and productivity in North America.

FlexNet Advanced Metering Infrastructure (AMI) solution is offered exclusively from Sensus Metering Systems. It empowers electricity, gas, water and combination utilities with a proven means to increase meter reading efficiency, reduce overhead costs and enhance customer service – simply, reliably, and with unlimited flexibility.

#### Simple Communications

FlexNet's single-tier design relays communications directly from meter-to-receiver. The streamlined infrastructure eliminates complex databases, algorithms and store-and-forward nodes, while maintaining coverage over a large geographical area.

The tower-based system allows for a turn-key deployment program, delivered via master agreements with nationwide owners of existing radio towers, eliminating easement and access issues. Optional, all-inclusive pricing ensures utility budget control.

No interference. Period.

901.125, 940.125 MHz

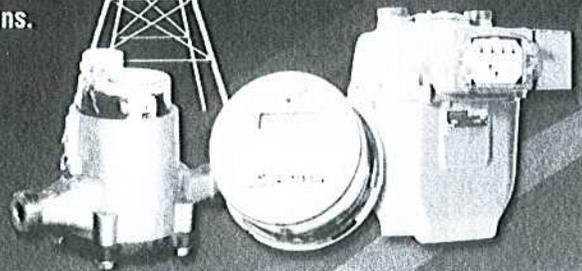
The FCC license awarded only to the FlexNet system clears the airways for your transmissions on this dedicated frequency. While others fight over shared bands, your reads will be sent and received seamlessly under this Primary-Use licensed spectrum. Your data collection is protected; FCC laws assure that any interference is removed immediately.

This dedicated frequency allows Sensus to offer our clients the highest RF power in the industry. Two watts is at your fingertips, increasing range and reliability on endpoint-to-tower communications.

And, reliability is further ensured through an overlap of receiver endpoint coverage, data/message redundancy, and backup provisions.

FlexNet is designed to allow both one-way and two-way meter endpoints to co-exist in the same network, giving customers the freedom to apply FlexNet to all of their endpoints. Whether your needs are based in electricity, gas or water, or in an urban, suburban or rural landscape, FlexNet is the solution that gives protected results with the flexibility to adapt the system to your

75 to 300 Sq. Miles  
per Tower Range



Two-way & One-way Meter Endpoints  
(Electric – Gas – Water)

TGB  
Tower Gateway  
Base Station



utility's needs. The FlexNet system also offers options beyond the meter, including distribution automation, load control and home automation.

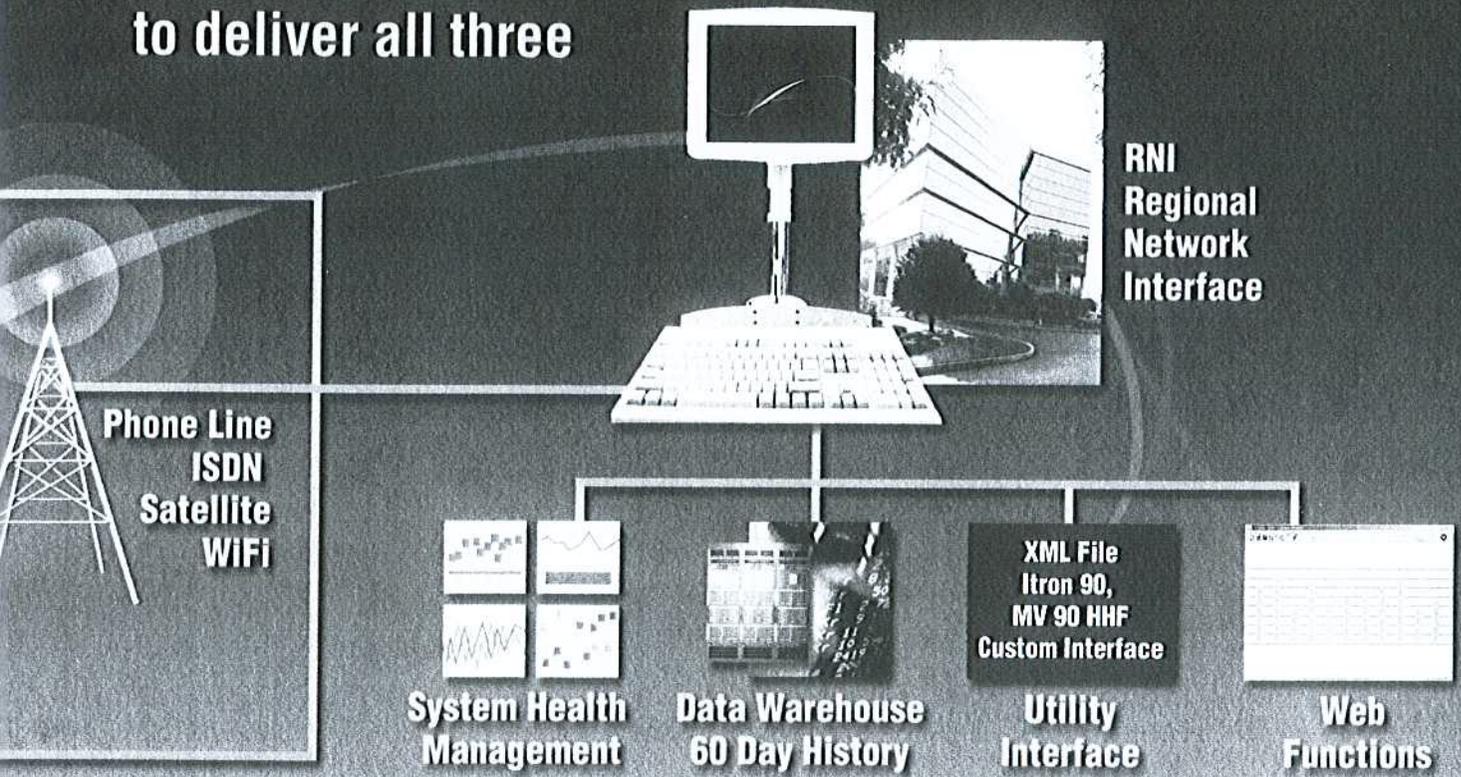
Capture the power of a two-watt, protected network. Eliminate unnecessary infrastructure. Partner with Sensus today and leverage the unbridled communications of the FlexNet system.

FlexNet's data collection and command network consists of a Local RF network and a Regional Network Interface (RNI).

The Local RF network consists of FlexNet transceivers at the meter and Tower Gateway Base Stations (TGBs). TGBs, which use existing radio towers, are antennas installed at heights ranging from 200 to 650 feet. TGBs provide the best solution to cover large areas. In addition, they have the ability to store 30 days of data and provide eight hours of battery backup, should the primary source of power be interrupted.

The RNI is the network backbone of the system. It receives and stores the reading data from the TGB(s), and presents it to the user via the Meter Data Management (MDM) software. The RNI also monitors the system health of the TGB(s), while also keeping a 60-day log of metering data. The RNI provides network capacity for all of the TGBs in one local RF network.

... RELIABILITY... FLEXIBILITY...  
**and the power  
 to deliver all three**



**How FlexNet Works**

FlexNet transmitters collect meter consumption and status information and communicate that data to the TGBs;  
 The TGB forwards data to the RNI via hardwire links, but also stores data in the event of communication interruption;  
 Once data reaches the RNI, a utility is able to perform billing, account management, network management, data warehousing,  
 and customer hand-off functions based on the information received.



**Two-way FlexNet Features for Electric Utilities:**

- 2 watts of 900 MHz licensed power output
- Programmable daily, hourly, 15 and 5-minute data intervals
- Time-of-use billing
- Remote Disconnect/Reconnect

AC Load Shed Transition  
 CRC-32 protected, redundant data messages  
 Tamper and energy theft detection  
 Under the glass integration of electric meters  
 Power Fail notification  
 Hot Socket Detection  
 Programmable thermostat that allows two-way communications between utility and customer  
 Meter location using poll command  
 Demand reads and demand register reset commands  
 Both simple residential and advanced C&I applications with a single network  
 ANSI Table sessions (virtual modem)



**One-way FlexNet Features for Water Utilities:**

- 2 watts of 900 MHz licensed power output
- Hourly or daily reporting options
- Flexible programming options
- CRC-32 protected, redundant data messages

Plug-n-play installation using patented TouchCoupler technology  
 20 year battery life  
 Meter tamper reporting  
 Leak detection  
 Field replaceable battery  
 Low battery warning



**One-way FlexNet Features for Gas Utilities:**

- 2 watts of 900 MHz licensed power output
- Hourly or daily reporting options
- Flexible programming options
- CRC-32 protected, redundant data messages

20 year battery life  
 Both residential and C&I Meters  
 Multiple Meter Compatibility



## APPENDIX 4-4

Project 4: City of Goleta,

### San Jose Creek Capacity Improvement and Fish Passage Project

---

- City RDA Financial Support Letter
- Santa Barbara County Board Resolution
- Santa Barbara County October 2010 Board Meeting Minutes
- GVLG Grant Agreement
- In-Kind Funding Match Labor Hours Form
- CDFG Grant Application
- COM3 Professional Services Agreement for Consulting
- HJA Professional Services Agreement for Land Acquisitions
- NHC Professional Services Agreement for Hydraulic Models
- Bengal Engineering Professional Services Agreement for Design
- Engineer's Estimate of Probable Construction Costs



September 21, 2010

Department of Water Resources  
Attn: Bonds and Grants Unit  
1416 Ninth Street, Suite 1311  
Sacramento, CA 95814

**CITY COUNCIL**  
Eric Onnen  
*Mayor*

Margaret Connell  
*Mayor Pro Tempore*

Roger S. Aceves  
*Councilmember*

Michael T. Bennett  
*Councilmember*

Edward Easton  
*Councilmember*

**CITY MANAGER**  
Daniel Singer

RE: Proposition 84—Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006

To Whom It May Concern:

It is with great pleasure and optimism that the Redevelopment Agency (RDA) for the City of Goleta submits this letter outlining our support of the San Jose Creek Capacity & Fish Passage Project for consideration of Proposition 84 funding.

Our RDA is investing heavily in public infrastructure improvements in the Old Town area. The San Jose Creek project is truly at the center of these efforts and benefits the residents of our Old Town Redevelopment Project Area. This disadvantaged community will see an immediate public safety benefit through a reduction in potential flooding events as result of these important improvements. Our RDA Board has already budgeted more than \$9 million dollars toward the San Jose Creek Project and looks forward to its completion in 2013.

Should you have any questions or concerns regarding this letter, please contact me at (805) 961-7501.

Sincerely,

Dan Singer  
Executive Director  
Redevelopment Agency for the City of Goleta

cc: Vytautas "Vyto" Adomaitis  
Director of Redevelopment, Neighborhood Services and Public Safety

Rosemarie Gaglione  
CIP Manager



BOARD OF SUPERVISORS  
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

Department Name: Flood Control  
Department No.: 054  
For Agenda Of: 10/05/10  
Placement: Admin  
Estimated Tme: N/A  
Continued Item: No  
If Yes, date from:  
Vote Required: Majority

---

**TO:** Board of Directors, Flood Control and Water Conservation District

**FROM:** Department Scott D. McGolpin, Public Works Director, 568-3010  
Director(s)  
Contact Info: Jonathan S. Frye, Interim Deputy Public Works Director, 568-3436

**SUBJECT:** **Cooperative Agreement for Construction of Improvements on San Jose Creek with the City of Goleta**

---

**County Counsel Concurrence**

As to form: N/A

**Auditor-Controller Concurrence**

As to form: N/A

**Other Concurrence:**

As to form: N/A

**Recommended Actions:**

Approve and authorize the Public Works Director or designee to execute the Cooperative Agreement for Construction of Improvements on San Jose Creek with the City of Goleta for a not-to-exceed amount of \$5 million.

**Summary Text:**

On June 5, 2007 your Board authorized the Public Works Department and the CEO's office to work with the City of Goleta to develop an MOU to provide funding for the City's San Jose Creek Improvement Project. The Board's support of the project was contingent upon the project providing fish passage as approved by the State Department of Fish and Game and NOAA's National Marine Fisheries Service. In 2007, the City estimated the total Project cost at approximately \$12 million (channel and bridge costs). In 2007, the Flood Control District stated that it could provide approximately \$4 million. The Memo of Understanding has not been executed to date.

Currently, the City estimates the total project costs at approximately \$24.3 million (channel and bridge) and the City has requested a contribution from the District in excess of the \$4 million.

Since 2007, County staff has worked with the City in the development of the project that includes fish passage improvements as required by your Board. Development of the project has been complicated

and earlier project plans were found to be structurally deficient. Current plans are now being developed to comply with acceptable standards.

Currently several projects are competing for funding from the Flood Control District. In particular, the Lower Mission Creek Project has yet to receive any Federal Construction funding. Another Goleta project, San Pedro / Las Vegas Creek Capacity Improvement Project may require Flood Control District Funding for the Union Pacific Railroad bridge replacements. While UPRR has been helpful in development of the project, they have stated that funding of the project is not a priority for them because the existing bridges are not structurally deficient. The project has been a priority for the community due to the frequency of flooding in this area over the years. While San Jose Creek experienced a serious flood on March 10, 1995, the San Pedro / Las Vegas project area has experienced multiple flooding events due to its lower level of flood protection in that same time period.

Lower Mission Creek, like the San Pedro / Las Vegas system has experienced several flooding events over the years as well. In both cases, the level of flood protection in these two systems is much lower than the current capacity in San Jose Creek.

While the Flood Control District has other high priority projects under development, funding a portion of the San Jose Creek project would still be logical if the City can deliver a project that includes fish passage as required by your Board, and if this can be done in a timely manner.

Since your Board's direction to develop a Funding MOU with the City, the City has been requesting a greater level of funding from the Flood Control District. Given the lack of surety of Federal Funding for Lower Mission Creek, and based on recent information regarding the construction costs of the San Pedro / Las Vegas Creek project, staff is recommending that no more than \$5 million be contributed to the City's San Jose Creek Improvements Project.

Recent discussions at the City Council have inquired why the County had not included San Jose Creek in its CIP. Since the project was being developed by the City, Staff did not include the project in the CIP, however, the project has now been placed on the County's CIP.

The Council also asked why the Flood Control District would not contribute more funding. The project originally was developed without the contribution of ANY Flood Control funds. Other outside funding was originally identified. Additionally, it has to be recognized that San Jose Creek has a higher level of flood protection today than many other high priority projects will experience.

Staff recommends that your Board authorize the Public Works Director or his designee to execute a Cooperative Agreement for Construction of Improvements on San Jose Creek with the City of Goleta for a not-to-exceed amount of \$5 million.

**Background:**

The Redevelopment Agency for the City of Goleta seeks to improve the area commonly known as the Goleta Old Town Redevelopment Project Area. It is guided by the Redevelopment Plan approved and adopted in July of 1998 by the County Board of Supervisors under County Ordinance No. 4326. The purpose and intent of the Board of Supervisors with respect to the Project Area was to eliminate the existing conditions of blight in the Project Area.

The Redevelopment Plan contemplated various infrastructure improvements that were identified as necessary to accommodate the Project goals. The City of Goleta's current "San Jose Creek Capacity Improvement Project" was conceived during that effort. When the City incorporated in 2002, pursuit of the infrastructure improvements shifted from the County's Redevelopment Agency to the City's Community Services Department.

Methods of financing the Redevelopment Project identified in the 1998 Redevelopment Plan included property tax increments, interest income, bonds, loans from private institutions, proceeds from the sale or lease of property, financial assistance from the County, State of California, federal government, or any other public agency, or any other legally available source.

The Santa Barbara County Flood Control District was not included in funding discussions until 2007 in part because of the 'redevelopment' nature of the project and also because the capacity of the San Jose Creek concrete lined channel in the Project Area is currently capable of conveying a 25-year return period event. There are approximately 190-200 parcels located within the San Jose Creek floodplain in the Project Area. The San Jose Creek project was not included in the voter approved benefit assessment list of projects in 1996.

Numerous other projects were in fact listed in the voter approved benefit assessment. Contrast the above existing San Jose Creek facts to other identified capital improvement priorities on the South Coast: the approximate 995 parcels located within the floodplain of the Lower Mission Creek Project Area are dependent upon channels and bridges that have conveyance capacities with occurrence frequencies of two to ten years; the approximate 170 parcels located within the floodplain in the area immediately upstream of US 101 adjacent to San Pedro and Las Vegas Creeks are served by bridges that convey less than a ten-year event. For reference, there are approximately 8,230 parcels on the South Coast located in the floodplain as mapped by FEMA.

Significant flooding occurred in the Goleta Old Town Project Area most recently in March, 1995. Significant flood events have occurred in the other two listed project areas multiple times in that same time frame. The Flood Control District is being looked upon to provide funding for both of the above capital projects as well, given that anticipated federal funding has not materialized for the Lower Mission Creek Project, and the Union Pacific Railroad has not identified its two bridges at Las Vegas and San Pedro Creeks as priorities.

However, recently revised estimates were received by the District for the Las Vegas/San Pedro Project. Unfortunately, the railroad bridges are now estimated to cost significantly more than previously anticipated and will more than likely be the District's financial burden to bear. Also, on Mission Creek, due to the impacts of the economy on real property prices in Santa Barbara, the benefit/cost ratio for this project could be potentially less than 1. If that is in fact the case the federal funding anticipated to match the District's local share may never materialize to construct this project. Due to these two very significant financial threats; the District believes it is prudent financially at this time to cap the South Coast Flood Zone's contribution to the City's San Jose Creek project at a not-to-exceed amount of \$5 million.

**Fiscal and Facilities Impacts:**

Budgeted:

**Narrative:**

There are no construction reimbursement costs budgeted for this current fiscal year. Actual construction costs are not anticipated until next fiscal year and will be included in the 2011-12 budget. Staff time and administrative costs for this project have been included in the Adopted 2010-11 budget under the Design Cost Center of the Water Resources Division of the Public Works Department as shown on page D-366

**Staffing Impacts:**

**Legal Positions:**

**FTEs:**

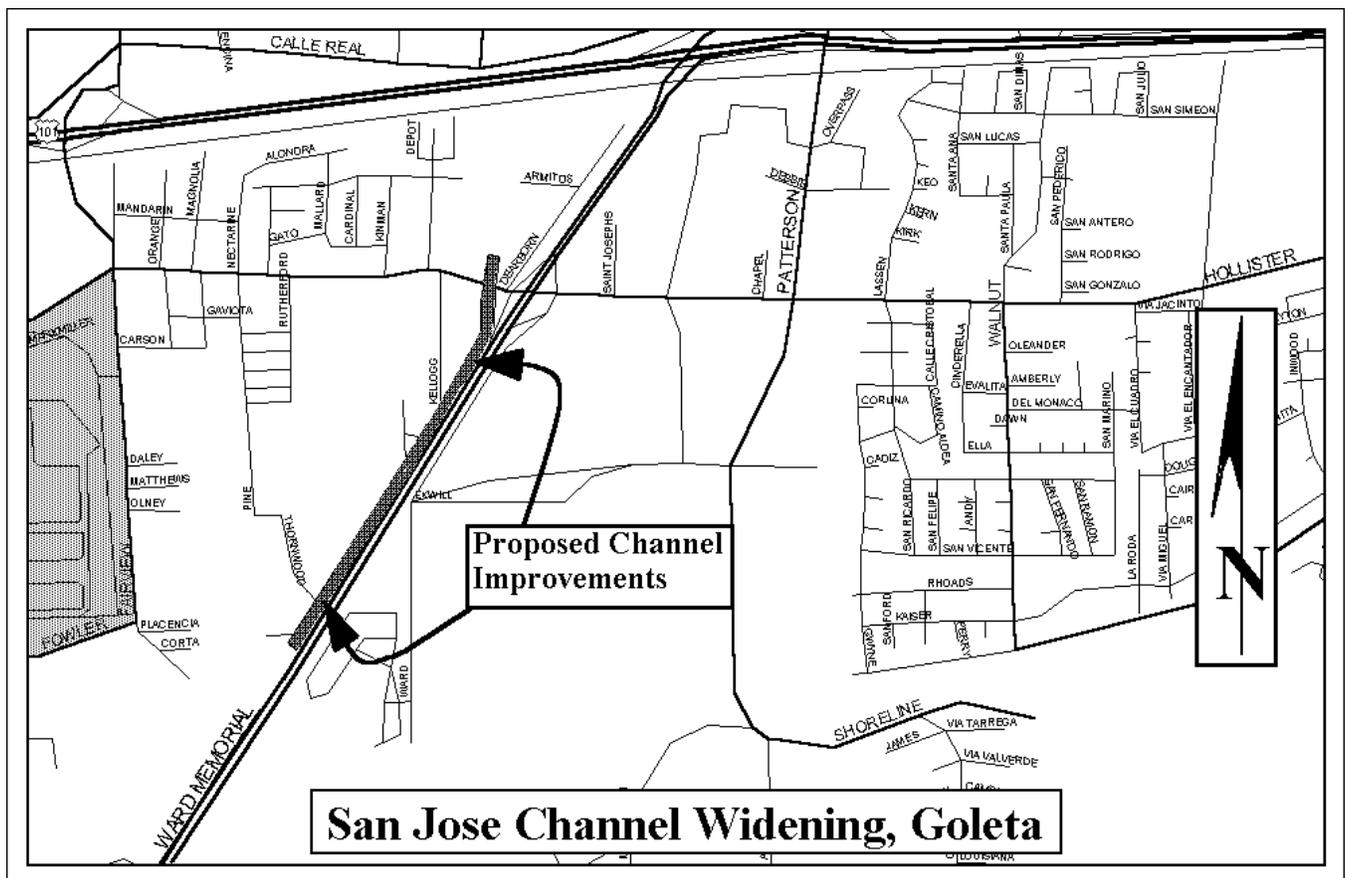
**Special Instructions:**

Direct the Clerk of the Board to send a copy of the minute order of these actions to the Flood Control District office, Attn: Christina Lopez.

**Attachments:**

Copy of Cooperative Agreement for Construction of Improvements on San Jose Creek

**Authored by:** Jonathan S. Frye, Deputy Public Works Director, Interim, 568-3436



**County of Santa Barbara**  
**BOARD OF SUPERVISORS**



*First District - Salud Carbajal*  
*Second District - Janet Wolf, Chair*  
*Third District - Doreen Farr*  
*Fourth District - Joni Gray, Vice Chair*  
*Fifth District - Joseph Centeno*

*Michael F. Brown, County Executive Officer*

**Action Summary**

**Tuesday, October 5, 2010**

**9:00 AM**

**COUNTY ADMINISTRATION BUILDING**  
**BOARD HEARING ROOM, FOURTH FLOOR**  
**105 EAST ANAPAMU STREET, SANTA BARBARA**

The Board of Supervisors meets concurrently as the Board of Directors of the Flood Control & Water Conservation District, Water Agency, Redevelopment Agency, the Santa Barbara Fund for Public and Educational Access and other Special Districts.

Live Web Streaming of the Board of Supervisors Meetings, Agendas, Supplemental Materials and Minutes of the Board of Supervisors are available on the internet at: [www.countyofsb.org](http://www.countyofsb.org).

**7:50 A.M. .... Convened and Recessed to Closed Session**

**9:00 A.M. .... Reconvened to Regular Session**

*CONVENED: 9:05 PM*

**Roll Call**

**Present:** 5 - Supervisor Carbajal, Supervisor Wolf, Supervisor Farr, Supervisor Gray, and Supervisor Centeno

**Pledge of Allegiance**

**Report from Closed Session**

COUNTY COUNSEL

[10-00890](#)

Closed Session Agenda

County Counsel reported that the Board of Supervisors took the following actions:

Approved settlement in Nordyke v. County of Santa Barbara, WCAB No. ADJ4573973, in the amount of \$108,530.

Details of this announcement may be obtained from the Office of County Counsel.

**Approval of Minutes of the September 28, 2010 Meeting**

A motion was made by Supervisor Carbajal, seconded by Supervisor Farr, to Approve the Minutes. The motion carried by the following vote:

**Ayes:** 5 - Supervisor Carbajal, Supervisor Wolf, Supervisor Farr, Supervisor Gray, and Supervisor Centeno

A-13) GENERAL SERVICES

10-00884

Consider recommendations regarding Amendment No. 1 to the Construction Contract and Notice of Completion for the Lompoc Veterans Memorial Building, Roof Replacement, Project No.8584, 100 E. Locust Ave., Lompoc, CA, Fourth District, as follows:

- a) Approve and authorize Chair to execute Amendment No. 1 to the Construction Contract with Derrick’s Roofing, Inc. (a local vendor) for the Lompoc Veterans Memorial Building Roof Replacement in the amount of \$18,447.00; and
- b) Accept the Notice of Completion for the Lompoc Veterans Memorial Building Roof Replacement performed by Derrick’s Roofing.

**A motion was made by Supervisor Farr, seconded by Supervisor Gray, that this matter be Acted on as follows:**

- a) **Approved; Chair to execute; and**
- b) **Accepted.**

**The motion carried by the following vote:**

**Ayes:** 5 - Supervisor Carbajal, Supervisor Wolf, Supervisor Farr, Supervisor Gray, and Supervisor Centeno

A-14) PUBLIC WORKS, BOARD OF DIRECTORS, FLOOD CONTROL AND WATER CONSERVATION DISTRICT

10-00879

Acting as the Board of Directors, Flood Control and Water Conservation District:

Authorize the Public Works Director or designee to execute the Cooperative Agreement for Construction of Improvements on San Jose Creek with the City of Goleta for an amount not to exceed \$5,000,000.00, Second District.

**A motion was made by Supervisor Farr, seconded by Supervisor Gray, that this matter be Authorized. The motion carried by the following vote:**

**Ayes:** 5 - Supervisor Carbajal, Supervisor Wolf, Supervisor Farr, Supervisor Gray, and Supervisor Centeno

**Adjourned at 12:40 PM**

**The Board of Supervisors closed the meeting of October 5, 2010 in memory of Owen Rice of the Santa Maria Valley.**

**Adjourned to**

**October 12, 2010**

**Betteravia Government Center**

**Board Hearing Room**

**511 East Lakeside Parkway**

**Santa Maria**

**Announcements**

*The meeting of Tuesday, October 5, 2010 will be telecast live on County of Santa Barbara TV channel 20 at 9:00 AM, and will be rebroadcast on Thursday, October 7, 2010, at 5:00 PM and on Saturday, October 9, 2010, at 10:00 AM on CSBTV Channel 20.*

**<http://www.countyofsb.org>**



**TO:** Mayor and Councilmembers

**FROM:** Steve Wagner, Community Services Director

**CONTACT:** Rosemarie Gaglione, Capital Improvement Program Manager

**SUBJECT:** Grant Agreement with Goleta Valley Land Trust for San Jose Creek Capacity Improvement and Fish Passage Project

**RECOMMENDATION:**

- A. Authorize the City Manager to execute a grant agreement with the Goleta Valley Land Trust for the San Jose Creek Capacity Improvement and Fish Passage Project in the amount of \$100,000.
- B. Approve a new budget appropriation for FY 2010-11 in the amount of \$100,000 in Goleta Valley Land Trust Grant monies to fund account 311-5-9009-705 and corresponding revenues to account 311-4-9009-220.

**BACKGROUND:**

In February 2009 Staff applied to the Goleta Valley Land Trust (GVLT) for a \$100,000 grant toward the construction of the fish passage portion of the San Jose Creek Capacity Improvement and Fish Passage Project. Due to the environmental benefits and opportunity for people to view steelhead fish swimming in the creek, the GVLT awarded the \$100,000 towards the project.

San Jose Creek is listed as a high priority creek for steelhead trout recovery as noted in *Steelhead Assessment and Recovery Operations in Southern Santa Barbara County* (Stoecker, 2002). Since the creek was channelized in 1964, it has acted as a barrier to steelhead attempting to swim upstream to spawn, since the water level currently is either too low or flows too swiftly. Part of this project will remove 87,500 square feet of this barrier and open up 3.24 stream miles for fish migration. Total cost of the fish passage component is estimated at \$2.1 million (\$1.7 million for construction capital) out of the estimated \$16 million total channel project cost.

Due to the widespread benefits of the project to the local residents and businesses as well as restoring fish passage for an endangered species, the project has a broad level of strong local community, environmental group and agency support.

**DISCUSSION:**

The majority of the construction of the channel improvements will be funded by Redevelopment Agency monies. A portion is also expected to be funded by the Santa Barbara County Flood Control District. To offset the cost of the RDA funds budgeted to the project, staff has been diligent in applying for grant funds. The project is a finalist for a \$750,000 Fish Passage Grant through the Department of Fish and Game. The flood control portion is expected to receive \$1.18 million in Proposition 84 funds. County Flood Control is expected to contribute approximately \$5 million dollars. Due to the fish passage benefit of the project, in March 2009 the GVLT awarded the City a \$100,000 grant toward the project. Award of the grant is contingent on other grant sources not being sufficient to fund the fish passage component. Thus far, other grant funds have not been awarded to the project. The GVLT grant funds are intended for use toward construction of the fish channel. Authorization of the GVLT grant agreement by Council is necessary to accept these funds.

**ALTERNATIVES:**

The Council may elect not to authorize the GVLT grant agreement and thus not accept the \$100,000 in grant funds toward the cost of the fish passage component of the project. This would either result in additional General Fund monies being allocated to the project or the removal of the fish passage component which would correspondingly result in the project not being permitted.

**GOLETA STRATEGIC PLAN:**

The San Jose Creek Channel Capacity and Fish Passage Improvement Project is consistent with Goal 10.0 of the Goleta Strategic Plan entitled "Emphasize Old Town Revitalization," more specifically Objective 10.2 "Address Flood Control Improvements in Old Town."

**FISCAL IMPACTS:**

The adjustments requested in this report increase revenues and allocations to the San Jose Creek Capacity project by \$100,000. The current construction estimate for the channel and fish passage improvements is \$16 million. Further revisions to budget appropriations for this project may be needed as construction costs become more defined. Those adjustment requests will be made as they are identified.

Legal Review By:

Reviewed By:

Approved By:

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Tim W. Giles  
City Attorney

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Michelle Greene  
Administrative Services  
Director

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Daniel Singer  
City Manager

**ATTACHMENT:**

1. Grant Agreement with Goleta Valley Land Trust

## **ATTACHMENT 1**

### **Grant Agreement with Goleta Valley Land Trust**

# **GOLETA VALLEY LAND TRUST**

Post Office Box 6868, Goleta, CA 93160 • (805) 964-4905

## **GRANT AGREEMENT**

The Goleta Valley Land Trust (Grantor) hereby awards a General Grant to the City of Goleta (Grantee) in the amount of One hundred thousand dollars (\$ 100,000) for the San Jose Creek Fish Passage.

Grantor and Grantee agree to the following terms and conditions of the grant:

### **GENERAL CONDITIONS:**

1. The Grantee shall claim the above award within 360 days upon the execution of this Grant Agreement and if, after that time, the grant remains unclaimed by the Grantee, the award may be withdrawn at Grantor's sole discretion. The award will be considered claimed at the time that Grantee provides written instructions for the payment of grant funds and all applicable conditions herein.
2. The Grantee shall use the grant solely for charitable and/or public open space and related purposes and as specifically described in the Grantee's application and funding request for the San Jose Creek Fish Passage Project as described in the proposal dated February 3, 2009. The Grantee shall repay to the Grantor any portion of the amount granted which is not used for those purposes. Any changes in the purposes for which grant funds are spent must be approved in writing by the Grantor prior to expenditure.
3. This grant is not earmarked to be used, nor will it be used in any attempt to influence legislation within the meaning of Internal Revenue Code Section 501(c)(3).
4. The Grantee shall not use any portion of the funds granted herein to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with Section 501(c)(3) of the Internal Revenue Code. No substantial portion of the granted funds shall be used for legislative activities.
5. The Grantee shall notify Grantor immediately of: (a) any significant change in the Grantee's key staff, board or volunteers responsible for achieving the grant purposes; (b) any significant changes in the Grantee's capacity to undertake and complete the project; and/or (c) any significant changes in the project and/or the intended or actual use of the granted funds.
6. In the event that the Grantee violates or fails to carry out any provisions of this Agreement, the Grantor may, in addition to any other legal remedies it may have, refuse

to make any further grant payments to the Grantee, and the Grantor may demand the return of all or part of the unexpended grant funds, which the Grantee shall immediately repay to the Grantor.

7. In the event that the Grantee ceases or materially changes the Project, the Grantee shall advise Grantor of the title and/or legal status of any land or other property purchased with the grant funds.
8. This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in writing signed by both parties hereto.
9. All literature or publicity related to this project shall include mention of the Goleta Valley Land Trust as a source of funding.
10. Six months after this agreement is executed by the last signatory, the Grantee shall submit a narrative describing the progress of the project. After a period of twelve months following the award of the grant or when all the moneys have been spent, whichever comes first, the Grantee shall submit a report to the Grantor detailing all expenditures of the grant and evaluating the project's success in terms of its proposed objectives. If, at that time, there remains any unspent grant money that remains intended to be used for the project, the Grantee will advise Grantor as to the expected schedule for the expenditure of these funds and report every 6 months thereafter on the status of the funds and the project until the funds are fully expended and the final report to submitted to Grantor.

SPECIAL CONDITIONS:

- 11. This grant is made contingent upon Grantee's affirmation of the continued need for grant funds, after final determinations from other funding sources are made on other grants Grantee has applied to for purposes of funding this Project as identified in the application dated February 3, 2009. Should these or other sources of funds approve grants dedicated or applicable to and sufficient to fund the estimated fish passage component of the entire Project before the Project's construction phase is complete, Grantee shall advise Grantor that the subject funds are not required. Grantee shall inform Grantor of the status of these other grant applications as determinations are made to reasonably apprise Grantor of the need for the subject funds. If Grantor's funds are needed, Grantee shall advise Grantor of such needs at least 30 days before funds are required. All funds shall be paid on a reimbursement basis, after Grantee has expended funds for the Project and makes timely request of Grantor.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement:

**Grantee:** \_\_\_\_\_

\_\_\_\_\_  
Signature of Officer, Director or Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Officer, Director or Authorized Representative

\_\_\_\_\_  
Title

**Grantor:** GOLETA VALLEY LAND TRUST

\_\_\_\_\_  
Harriett Phillips, President

\_\_\_\_\_  
Date



# Santa Barbara County IRWMP In-Kind Funding Match Labor Hours

PROPOSITION 84 IMPLEMENTATION GRANT APPLICATION (Round 1)

Purpose: This form will be submitted to DWR as an Appendix to Attachment 4 Budget to clearly outline the type and extent of In-Kind contributions being claimed on each project. This form will serve to summarize the necessary timesheet information (employees, dates, hours, bill rates).

### Instructions to Select Checkboxes

- Double click on the grey box (to check "Yes" or "No")
- In Check Box Form Field Option, select "Checked" the under "Default Value"
- Use this box to test:

### General Information

|                         |  |                            |
|-------------------------|--|----------------------------|
| Agency Name:            | City of Goleta   |                            |
| Project Name:           | San Jose Creek Capacity Improvement and Fish Passage Project (Project 4) |                            |
| Project Contact Person: | Phone  | E-mail                     |
| Rosemarie Gaglione      | 805-961-7569   | rgaglione@cityofgoleta.org |

### In-Kind Funding Match

**Have you or your agency provided services which can be considered "In-Kind" according to DWR's definition of "In-Kind Services" from the Guidelines and FAQs below for your agency's project?**

*Definition of In-Kind Service: work performed by the grantee, the cost of which is considered funding match in-lieu of actual funds from the grantee; DWR will accept in-kind service from the broader IRWM effort as long as it meets the conditions placed on funding match. Funding match must be directly attributable to project development and must not have been incurred prior to September 30, 2008.*

Yes  No

If yes, please proceed to complete the rest of this form entirely and accurately to the best of your knowledge.

If no, please skip to the last page and provide the signature of an authorized signatory.

### Work Plan Tasks Associated with In-Kind Funding Match

Please specify the project Work Plan tasks for which In-Kind services have or are anticipated to be attributed. Refer to the Work Plan section of your project's PIF form for a list of tasks for your project and use the same headers/descriptions here for consistency.

Task 1 Project Administration and Development of Financing

Task 2 Labor Compliance

Task 3 Reporting

Task 4 Right of Way (ROW) Acquisitions/ Easements

Task 8 Permitting

Task 9 Construction Contracting

Only list those tasks here that were performed by you or other members of your agency/organization (also includes contracted employees and volunteer time specifically related to this project).

*Please add/delete task items as necessary and appropriate*

# Santa Barbara County IRWMP In-Kind Funding Match Labor Hours

PROPOSITION 84 IMPLEMENTATION GRANT APPLICATION (Round 1)

## In-Kind Labor Hours (Summary of Timesheet Information)

For each of the tasks identified above, please use the table below to provide estimated or anticipated dates and hours for the activities associated with each of these tasks. In-Kind labor hours can only be claimed for tasks/activities performed after 9/30/2008. If there is more than one staff person, please indicate in the rows below.

| Task No. | Description of Activities Performed   | Agency         | Employee Name & Position                | Dates             | Hours | Bill Rate (\$/hr) | In-Kind \$<br>(Hours x Bill Rate) |
|----------|---|----------------|---|-------------------|-------|-------------------|-----------------------------------|
| 1        | Project Administration and Development of Financing                         | City of Goleta |   |                   |       |                   |                                   |
| 1.1      | Project Management  | City of Goleta | Rosemarie Gaglione, CIP Manager         | 10/1/08-03/15/12  | 1000  | \$75.83           | \$75,830                          |
|          |   |                | George Amoon, Project Manager           |                   | 100   | \$57.80           | \$5,780                           |
|          |   |                | Maureen Gaasch, Management Analyst      |                   | 200   | \$51.30           | \$10,260                          |
|          |   |                | Everett King, Env Services Coord        |                   | 0     | \$57.70           | \$0                               |
|          |   |                | Marti Schultz, Principal Civil Engineer |                   | 40    | \$75.83           | \$3,033                           |
|          |   |                | Tim W. Giles, City Attorney             |                   | 0     | \$112.09          | \$0                               |
|          |   |                | Steve Wagner, Community Services Dir    |                   | 300   | \$100.25          | \$30,075                          |
|          |   |                | Deborah Constantino, City Clerk         |                   | 0     | \$75.83           | \$0                               |
|          |   |                | <b>Subtotal</b>                         |                   |       |                   | <b>\$124,978</b>                  |
| 1.2      | Development of Financing  | City of Goleta |   |                   |       |                   |                                   |
| 1.2.1    | Secure Financing Agreement with Santa Barbara County Flood Control District | City of Goleta | Rosemarie Gaglione, CIP Manager         | 2/10/10 – 9/28/10 | 25    | \$75.83           | \$1,896                           |
|          |   |                | George Amoon, Project Manager           |                   | 0     | \$57.80           | \$0                               |
|          |   |                | Maureen Gaasch, Management Analyst      |                   | 0     | \$51.30           | \$0                               |
|          |   |                | Everett King, Env Services Coord        |                   | 0     | \$57.70           | \$0                               |
|          |   |                | Marti Schultz, Principal Civil Engineer |                   | 0     | \$75.83           | \$0                               |
|          |   |                | Tim W. Giles, City Attorney             |                   | 15    | \$112.09          | \$1,681                           |
|          |   |                | Steve Wagner, Community Services Dir    |                   | 65    | \$100.25          | \$6,516                           |
|          |   |                | Deborah Constantino, City Clerk         |                   | 0     | \$75.83           | \$0                               |
|          |   |                | <b>Subtotal</b>                         |                   |       |                   | <b>\$10,093</b>                   |
| 1.2.2    | Secure CA Dept of Fish and  | City of Goleta | Rosemarie Gaglione, CIP Manager         | 4/1/10 – 11/29/10 | 45    | \$75.83           | \$3,412                           |



# Santa Barbara County IRWMP In-Kind Funding Match Labor Hours

PROPOSITION 84 IMPLEMENTATION GRANT APPLICATION (Round 1)

| Task              | Description   | City           | Employee                                | Period                | Hours | Rate     | Total           |
|-------------------|---|----------------|---|-----------------------|-------|----------|-----------------|
| Game Permit Grant |   |                | George Amoon, Project Manager           |                       | 15    | \$57.80  | \$867           |
|                   |   |                | Maureen Gaasch, Management Analyst      |                       | 15    | \$51.30  | \$770           |
|                   |   |                | Everett King, Env Services Coord        |                       | 0     | \$57.70  | \$0             |
|                   |   |                | Marti Schultz, Principal Civil Engineer |                       | 0     | \$75.83  | \$0             |
|                   |   |                | Tim W. Giles, City Attorney             |                       | 0     | \$112.09 | \$0             |
|                   |   |                | Steve Wagner, Community Services Dir    |                       | 0     | \$100.25 | \$0             |
|                   |   |                | Deborah Constantino, City Clerk         |                       | 0     | \$75.83  | \$0             |
|                   |   |                | <b>Subtotal</b>                         |                       |       |          |                 |
| Task 1 Subtotal   |   |                |   |                       |       |          | \$140,120       |
| 2                 | Labor Compliance  | Goleta         | Rosemarie Gaglione, CIP Manager         | 12/6/2010 - 1/15/2011 | 2     | \$ 75.83 | \$151.66        |
| 3                 | Reporting   | Goleta         |   |                       |       |          |                 |
| 3.1               | Status Reporting to City Council  | Goleta         | Rosemarie Gaglione, CIP Manager         | 10/1/08 - 3/15/12     | 145   | \$75.83  | \$10,995        |
|                   |   |                | George Amoon, Project Manager           |                       | 25    | \$57.80  | \$1,445         |
|                   |   |                | Maureen Gaasch, Management Analyst      |                       | 35    | \$51.30  | \$1,796         |
|                   |   |                | Everett King, Env Services Coord        |                       | 0     | \$57.70  | \$0             |
|                   |   |                | Marti Schultz, Principal Civil Engineer |                       | 0     | \$75.83  | \$0             |
|                   |   |                | Tim W. Giles, City Attorney             |                       | 15    | \$112.09 | \$1,681         |
|                   |   |                | Steve Wagner, Community Services Dir    |                       | 40    | \$100.25 | \$4,010         |
|                   |   |                | Deborah Constantino, City Clerk         |                       | 0     | \$75.83  | \$0             |
|                   |   |                | <b>Subtotal</b>                         |                       |       |          | <b>\$19,927</b> |
| 3.2               | Complete Quarterly, Annual, and Final Reports as Specified in the Grant Agreement | City of Goleta | Rosemarie Gaglione, CIP Manager         | 9/1/11 - 6/30/13      | 140   | \$75.83  | \$10,616        |
|                   |   |                | George Amoon, Project Manager           |                       | 20    | \$57.80  | \$1,156         |
|                   |   |                | Maureen Gaasch, Management Analyst      |                       | 40    | \$51.30  | \$2,052         |
|                   |   |                | Everett King, Env Services Coord        |                       | 0     | \$57.70  | \$0             |
|                   |   |                | Marti Schultz, Principal Civil Engineer |                       | 50    | \$75.83  | \$3,792         |
|                   |   |                | Tim W. Giles, City Attorney             |                       | 0     | \$112.09 | \$0             |
|                   |   |                | Steve Wagner, Community Services Dir    |                       | 15    | \$100.25 | \$1,504         |
|                   |   |                | Deborah Constantino, City Clerk         |                       | 0     | \$75.83  | \$0             |
|                   |   |                | <b>Subtotal</b>                         |                       |       |          | <b>\$19,119</b> |
| 3.3               | Design Data Management  | City of Goleta | Rosemarie Gaglione, CIP Manager         | 9/21/10 - 1/3/11      | 55    | \$75.83  | \$4,171         |



# Santa Barbara County IRWMP In-Kind Funding Match Labor Hours

PROPOSITION 84 IMPLEMENTATION GRANT APPLICATION (Round 1)

| Approach |   |   |   |                   |     |          |          |
|----------|---|---|---|-------------------|-----|----------|----------|
|          |   | George Amoon, Project Manager           |   |                   | 0   | \$57.80  | \$0      |
|          |   | Maureen Gaasch, Management Analyst      |   |                   | 30  | \$51.30  | \$1,539  |
|          |   | Everett King, Env Services Coord        |   |                   | 35  | \$57.70  | \$2,020  |
|          |   | Marti Schultz, Principal Civil Engineer |   |                   | 20  | \$75.83  | \$1,517  |
|          |   | Tim W. Giles, City Attorney             |   |                   | 0   | \$112.09 | \$0      |
|          |   | Steve Wagner, Community Services Dir    |   |                   | 10  | \$100.25 | \$1,003  |
|          |   | Deborah Constantino, City Clerk         |   |                   | 0   | \$75.83  | \$0      |
|          |   | Subtotal                                |   |                   |     |          | \$10,248 |
| 3.4      | Monitoring, Assessment, and Performance Measurement | City of Goleta                          | Rosemarie Gaglione, CIP Manager         | 2/16/12 - 2/18/15 | 125 | \$75.83  | \$9,479  |
|          |   |   | George Amoon, Project Manager           |                   | 35  | \$57.80  | \$2,023  |
|          |   |   | Maureen Gaasch, Management Analyst      |                   | 25  | \$51.30  | \$1,283  |
|          |   |   | Everett King, Env Services Coord        |                   | 45  | \$57.70  | \$2,597  |
|          |   |   | Marti Schultz, Principal Civil Engineer |                   | 35  | \$75.83  | \$2,654  |
|          |   |   | Tim W. Giles, City Attorney             |                   | 0   | \$112.09 | \$0      |
|          |   |   | Steve Wagner, Community Services Dir    |                   | 20  | \$100.25 | \$2,005  |
|          |   |   | Deborah Constantino, City Clerk         |                   | 0   | \$75.83  | \$0      |
|          |   |   | Subtotal                                |                   |     |          | \$20,040 |
|          | Task 3 Subtotal                                     |   |   |                   |     |          | \$69,335 |
| 4        | Right of Way (ROW) Acquisitions and Easements       | City of Goleta                          | Rosemarie Gaglione, CIP Manager         | 9/15/09 - 3/15/11 | 55  | \$75.83  | \$4,171  |
|          |   |   | George Amoon, Project Manager           |                   | 0   | \$57.80  | \$0      |
|          |   |   | Maureen Gaasch, Management Analyst      |                   | 5   | \$51.30  | \$257    |
|          |   |   | Everett King, Env Services Coord        |                   | 0   | \$57.70  | \$0      |
|          |   |   | Marti Schultz, Principal Civil Engineer |                   | 0   | \$75.83  | \$0      |
|          |   |   | Tim W. Giles, City Attorney             |                   | 5   | \$112.09 | \$560    |
|          |   |   | Steve Wagner, Community Services Dir    |                   | 1   | \$100.25 | \$100    |
|          |   |   | Deborah Constantino, City Clerk         |                   | 0   | \$75.83  | \$0      |
|          |   |   | Subtotal                                |                   |     |          | \$5,088  |
|          | Task 4 Subtotal                                     |   |   |                   |     |          | \$5,088  |
| 5        | Assessment and Evaluation                           | City of Goleta                          | None                                    |                   |     |          |          |



# Santa Barbara County IRWMP In-Kind Funding Match Labor Hours

PROPOSITION 84 IMPLEMENTATION GRANT APPLICATION (Round 1)

|                 |                                     |                |   |                    |    |          |  |         |
|-----------------|-------------------------------------|----------------|---|--------------------|----|----------|--|---------|
| Task 5 Subtotal |                                     |                |   |                    |    |          |  | \$0     |
| 6               | Design                              | City of Goleta | None                                    |                    |    |          |  |         |
| Task 6 Subtotal |                                     |                |   |                    |    |          |  | \$0     |
| 7               | Environmental Documentation for MND | City of Goleta | None                                    |                    |    |          |  |         |
| Task 7 Subtotal |                                     |                |   |                    |    |          |  | \$0     |
| 8               | Permitting                          | City of Goleta |   |                    |    |          |  |         |
| 8.3             | Secure Fish and Game Permit         | City of Goleta | Rosemarie Gaglione, CIP Manager         | 9/15/10 - 11/29/10 | 25 | \$75.83  |  | \$1,896 |
|                 |                                     |                | George Amoon, Project Manager           |                    | 0  | \$57.80  |  | \$0     |
|                 |                                     |                | Maureen Gaasch, Management Analyst      |                    | 5  | \$51.30  |  | \$257   |
|                 |                                     |                | Everett King, Env Services Coord        |                    | 0  | \$57.70  |  | \$0     |
|                 |                                     |                | Marti Schultz, Principal Civil Engineer |                    | 0  | \$75.83  |  | \$0     |
|                 |                                     |                | Tim W. Giles, City Attorney             |                    | 0  | \$112.09 |  | \$0     |
|                 |                                     |                | Steve Wagner, Community Services Dir    |                    | 20 | \$100.25 |  | \$2,005 |
|                 |                                     |                | Deborah Constantino, City Clerk         |                    | 0  | \$75.83  |  | \$0     |
|                 |                                     |                | Subtotal                                |                    |    |          |  | \$4,157 |
| 8.4             | Secure RWQCB 401 Permit             | City of Goleta | Rosemarie Gaglione, CIP Manager         | 10/25/10 - 12/3/10 | 20 | \$75.83  |  | \$1,517 |
|                 |                                     |                | George Amoon, Project Manager           |                    | 1  | \$57.80  |  | \$58    |
|                 |                                     |                | Maureen Gaasch, Management Analyst      |                    | 5  | \$51.30  |  | \$257   |
|                 |                                     |                | Everett King, Env Services Coord        |                    | 0  | \$57.70  |  | \$0     |
|                 |                                     |                | Marti Schultz, Principal Civil Engineer |                    | 0  | \$75.83  |  | \$0     |
|                 |                                     |                | Tim W. Giles, City Attorney             |                    | 0  | \$112.09 |  | \$0     |
|                 |                                     |                | Steve Wagner, Community Services Dir    |                    | 0  | \$100.25 |  | \$0     |
|                 |                                     |                | Deborah Constantino, City Clerk         |                    | 0  | \$75.83  |  | \$0     |
|                 |                                     |                | Subtotal                                |                    |    |          |  | \$1,831 |
| Task 8 Subtotal |                                     |                |   |                    |    |          |  | \$5,988 |



# Santa Barbara County IRWMP In-Kind Funding Match Labor Hours

PROPOSITION 84 IMPLEMENTATION GRANT APPLICATION (Round 1)

|                  |                                  |                |   |                   |    |          |         |
|------------------|----------------------------------|----------------|---|-------------------|----|----------|---------|
| 9                | Construction Contracting         | City of Goleta |   |                   |    |          |         |
| 9.1              | Advertise for Construction       | City of Goleta | Rosemarie Gaglione, CIP Manager         | 1/4/11 - 2/15/11  | 35 | \$75.83  | \$2,654 |
|                  |                                  |                | George Amoon, Project Manager           |                   | 5  | \$57.80  | \$289   |
|                  |                                  |                | Maureen Gaasch, Management Analyst      |                   | 15 | \$51.30  | \$770   |
|                  |                                  |                | Everett King, Env Services Coord        |                   | 3  | \$57.70  | \$173   |
|                  |                                  |                | Marti Schultz, Principal Civil Engineer |                   | 5  | \$75.83  | \$379   |
|                  |                                  |                | Tim W. Giles, City Attorney             |                   | 1  | \$112.09 | \$112   |
|                  |                                  |                | Steve Wagner, Community Services Dir    |                   | 5  | \$100.25 | \$501   |
|                  |                                  |                | Deborah Constantino, City Clerk         |                   | 0  | \$75.83  | \$0     |
|                  |                                  |                | Subtotal                                |                   |    |          | \$4,878 |
| 9.2              | Contract Approval, Award and NTP | City of Goleta | Rosemarie Gaglione, CIP Manager         | 2/16/11 - 3/29/11 | 35 | \$75.83  | \$2,654 |
|                  |                                  |                | George Amoon, Project Manager           |                   | 5  | \$57.80  | \$290   |
|                  |                                  |                | Maureen Gaasch, Management Analyst      |                   | 5  | \$51.30  | \$257   |
|                  |                                  |                | Everett King, Env Services Coord        |                   | 3  | \$57.70  | \$173   |
|                  |                                  |                | Marti Schultz, Principal Civil Engineer |                   | 10 | \$75.83  | \$758   |
|                  |                                  |                | Tim W. Giles, City Attorney             |                   | 2  | \$112.09 | \$224   |
|                  |                                  |                | Steve Wagner, Community Services Dir    |                   | 5  | \$100.25 | \$501   |
|                  |                                  |                | Deborah Constantino, City Clerk         |                   | 2  | \$75.83  | \$152   |
|                  |                                  |                | Subtotal                                |                   |    |          | \$5,009 |
| Task 9 Subtotal  |                                  |                |   |                   |    |          | \$9,887 |
| 10               | Construction                     | City of Goleta | None                                    |                   |    |          |         |
| Task 10 Subtotal |                                  |                |   |                   |    |          | \$0     |
| 11               | Environmental Compliance         | City of Goleta | None                                    |                   |    |          |         |
| Task 11 Subtotal |                                  |                |   |                   |    |          | \$0     |
| 12               | Construction Administration      | City of Goleta | None                                    |                   |    |          |         |
| Task 12 Subtotal |                                  |                |   |                   |    |          | \$0     |

**Project Total In-Kind \$ (Sum all rows)** \$230,569

Please check to make sure this amount is consistent with Table 7-4 Project 4 Budget



# Santa Barbara County IRWMP In-Kind Funding Match Labor Hours

PROPOSITION 84 IMPLEMENTATION GRANT APPLICATION (Round 1)

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Agency Representative: Rosemarie Gaglione, PE

Signature

A handwritten signature in black ink, appearing to read "Rosemarie Gaglione", is written over a horizontal line. The signature is stylized and includes a large loop at the end.

Title: Capital Improvement Program Manager

Date 11-29-10

# 2010 FRGP Proposal Application Form

| For DFG use only  |        |
|---|--------|
| Proposal No.  | Region |
| <input type="checkbox"/> BDS <input type="checkbox"/> SRC <input type="checkbox"/> SS |        |

## Section 1: Summary Information

|  |  |
|--|--|
| <b>1. Project type:</b>  | HB   |
| <b>2. Project title:</b>   | San Jose Creek Capacity Improvement and Fish Passage Project   |
| <b>3. Applicant name:</b>  | City of Goleta   |
| <b>4. Person authorized to sign grant agreement:</b>   | Daniel Singer, City Manager  |
| <b>5. Contact person:</b>  | Rosemarie Gaglione, PE, Capital Improvement Program Manager  |
| <b>6. Mailing Address:</b><br>Check if changed from previous applications <input type="checkbox"/> | 130 Cremona Drive, Suite B   |
| <b>7. City, State, Zip:</b>  | Goleta, CA 93117   |
| <b>8. Telephone #:</b><br>Check if changed from previous applications <input type="checkbox"/>     | 805-961-7569   |
| <b>9. Fax #:</b>   | 805-685-2635   |
| <b>10. Email address:</b>  | rgaglione@cityofgoleta.org   |
| <b>11. Type:</b>   | Public Agency <input checked="" type="checkbox"/> Nonprofit Organization <input type="checkbox"/> Indian Tribe <input type="checkbox"/>  |
| <b>12. Certified nonprofit organization:</b>   | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/><br>Nonprofit Organization Number: _____  |
| <b>13. New grantee:</b>  | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> We have applied, but not received money before   |
| <b>14. Licensed Professional</b>   | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Yes provide: Name <u>Rosemarie Gaglione, PE</u> ,<br>License number <u>CA C74497</u> ,<br>Affiliation <u>City of Goleta CIP Manager, American Society of Civil Engineers</u><br>Contact information (phone/e-mail) <u>805-961-7569</u><br><a href="mailto:rgaglione@cityofgoleta.org">rgaglione@cityofgoleta.org</a><br><br>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Yes provide: Name <u>Md Wahiduzzaman, PE</u> ,<br>License number <u>CA C49838</u> ,<br>Affiliation <u>Bengal Engineering</u> ,<br>Contact information (phone/e-mail) <a href="mailto:Md@BengalEngineering.com">Md@BengalEngineering.com</a><br><u>805-685-6511</u><br><br>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Yes provide: Name <u>Ed Zapel, PE</u> ,<br>License number <u>WA Civil #27523; AK Civil #AEL C 11311</u> ,<br>Affiliation <u>American Society of Civil Engineers, American Fisheries Society, American Water Resources Association</u> ,<br>Contact information (phone/e-mail) <a href="mailto:ezapel@u.washington.edu">ezapel@u.washington.edu</a><br><u>206-799-4801</u> . |
| <b>15. Amount requested:</b>   | \$750,000  |
| <b>16. Total project cost:</b>   | \$4,567,038 for fish passage component, approx. \$20,000,000 for channel modification which includes fish passage component.   |
| <b>17. Salmonid species benefited:</b>   | Coho <input type="checkbox"/> Steelhead <input checked="" type="checkbox"/> (Cutthroat <input type="checkbox"/> Chinook <input type="checkbox"/> )   |

|                                      |   |
|--------------------------------------|---|
| <b>18. Project objectives:</b>       | To facilitate fish passage of steelhead salmon to their historical habitat and spawning grounds as part of a flood control capacity improvement project. Upon completion of this project, it is anticipated that steelhead will once again be abundant in San Jose Creek. |
| <b>19. Task number or reference:</b> | Task: CC-04<br>Implement the recommendations identified in the Conception Coast Project's Barrier Inventory for south Santa Barbara County coastal drainages.   |
| <b>20. Time frame:</b>               | November 2010 – November 2012   |
| <b>21. Stream:</b>                   | San Jose Creek  |
| <b>22. Tributary to:</b>             | Goleta Slough - Pacific Ocean   |
| <b>23. Watershed System:</b>         | San Jose Watershed  |
| <b>24. County(ies):</b>              | Santa Barbara   |
| <b>25. Coastal Zone:</b>             | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Lower half of project   |
| <b>26. Trinity River Basin:</b>      | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>   |

## **Section 2: Location Information**

|  |  |
|--|--|
| <b>1. Township, Range, Section (T/R/S) and the 7.5 USGS Quad map name.</b> | T4N, R28W, in portions of Sections 16, 17 and 9<br>Goleta Quadrangle 1995  |
| <b>2. Latitude, Longitude (in decimal degrees, Geographic, NAD83):</b>     | The latitude/longitude of the project is 34.44/-119.82.  |
| <b>3. Location description:</b>  | San Jose Creek is located in the City of Goleta in the County of Santa Barbara. A portion of the creek is located within the Coastal Zone. The Coastal Zone boundary occurs 1,900 feet south of Hollister Avenue and includes the downstream section of the creek. This project will replace the flood control channel from 80 feet north of Hollister Avenue to 4,250 downstream to the Goleta Slough. The creek parallels State Route 217 southwest towards Goleta Slough for approximately 1.5 miles. |
| <b>4. Directions:</b>  | From the North or the South, exit HWY 101 at Fairview Avenue and turn south for 0.3 miles. Turn left (east) on Hollister Avenue for approximately 0.7 miles. You can access the creek from north of the bridge without going through any locked gates.   |

## **Section 3: Watershed Information:**

All questions in this Section refer to the watershed named in Number 1 below.

|   |  |
|---|--|
| <b>1. Watershed name:</b>   | <b>San Jose Creek Watershed</b>  |
| <b>2. Watershed area:</b>   | Square miles = <u>7.48</u>   |
| <b>3. Watershed area directly affected by the proposed project:</b> | percent = <u>N/A</u>   |
| <b>4. Land use statement:</b>                                       | The removal of this barrier to fish passage will provide justification for removing two additional but much smaller barriers upstream which would open up an additional 2.25 miles of upstream to steelhead migration for a total of 5.49 miles. To protect the natural processes and resources of the San Jose Creek Watershed that includes, identifying opportunities to enhance the natural functioning of the creek ecosystem |

|  |  |
|--|--|
|  | and respective private property and community values.  |
| <b>5. Watershed ownership:</b>                       | % Private: <u>46</u> % State: <u>1</u> % Federal <u>50</u> % Local <u>3</u>  |
| <b>6. Length of anadromous streams in watershed:</b> | miles = <u>10 miles</u>  |
| <b>7. Watershed Plan(s):</b>                         | 1) <i>Final San Jose Creek Watershed Plan</i> , County of Santa Barbara – Public Works Department, November 2005<br>2) <i>Steelhead Assessment and Recovery Opportunities in Southern Santa Barbara County</i> , California, (2002), Matt Stoecker |
| <b>8. Background information</b>                     | <i>Final San Jose Creek Watershed Plan</i> , County of Santa Barbara – Public Works Department, November 2005; <i>Steelhead Assessment and Recovery Opportunities in Southern Santa Barbara County</i> , California, (2002), Matt Stoecker         |

## **Section 4: Project Objectives**

### **1. List task information:**

The project will remove a 4,250 linear foot long barrier to steelhead passage on San Jose Creek. Removal of this barrier is consistent with Task ID# CC-04 (Priority 5 - High) of the Steelhead Trout Management Task database which states: Implement the recommendations identified in the Conception Coast Project's Barrier Inventory for south Santa Barbara County coastal drainages. This barrier is specifically identified in that report.

The existing concrete channel acts as 4,250 linear feet of fish passage barrier. Flows in the creek are flashy with very narrow transition windows during the few years that flows even allow for Steelhead migration, and fish who do manage to make it part way up the channel can be left stranded on the channel bottom to die. Steelhead used to migrate upstream in large numbers before this channel was constructed in 1964.

The existing trapezoidal concrete lined channel will be demolished and replaced with vertical concrete walls and an articulated concrete revetment (ACR) bottom. The ACR will mimic a natural bottom. A 30 foot wide fish passage channel will be molded into the bottom in the ACR. Weirs will be installed to mimic natural diverse flow patterns and to create resting pools. The ACR will allow for groundwater to come into the channel which will reduce the water temperature during low flows and increase the window for fish migration. The channel is being designed to meet or exceed minimum and maximum velocity requirements for the Steelhead.

**2. Need for the project:** Multi-objective project to increase the capacity of the flood control channel to reduce risk of flooding and provide fish passage for migrating endangered Steelhead.

The existing concrete channel acts as 4,250 linear feet of fish passage barrier. Flows in the creek are flashy, and fish that do manage to make it part way up the channel can be left stranded on the channel bottom to die. San Jose Creek is listed as critical to the survival of the Steelhead; they used to migrate upstream in large numbers before this channel was constructed in 1964.

The project will incorporate Steelhead passage which is critical to the survival of the species. The City of Goleta is very concerned about preserving and restoring the natural resources and native plant and animal species. A key objective of this project is to accommodate fish passage in the newly designed channel to allow the safe passage of native fish and animal species to their historical habitats and spawning grounds.

San Jose Creek includes approximately 6.5 miles of steelhead habitat, with a habitat value from very low (concrete-lined channel project site) to very high (main stem above the west fork confluence). Based on *Steelhead Assessment and Recovery Opportunities in Southern Santa Barbara County, California* (2002) which assessed 24 watersheds in the south coast region of Santa Barbara County, San Jose Creek has a total habitat score (product of habitat quantity and quality) of 3.74 in a range of 0.52 to 12.58, and is ranked 11 of 24 in terms of quality. The report ranks San Jose as 6 out of 24 in the Steelhead Recovery Ranking (combines total habitat score and salmonid status values for watershed). Upon completion of this project, it is anticipated that Steelhead will once again be abundant in San Jose Creek.

The Goleta Old Town area has been repeatedly damaged by storm related flooding events. Two serious events occurred in 1995 and 1998 and caused significant damage. This project is needed to drastically reduce or eliminate the threat to public safety and property from flooding events. When San Jose Creek overflows its banks, the entire historic downtown area is covered with a depth of three or more feet of water. The flooding devastates homes and businesses, absorbs public resources and carries contaminants from specific affected properties over the entire area, eventually entering the Goleta Slough and Pacific Ocean. The goal of the flood control portion of this project is to protect this historic area from the threat of flood, thus enabling redevelopment to occur, and heading off the spread of contaminants to sensitive habitat which will also improve the water quality in the Slough and Pacific Ocean. When the project is complete over 200 parcels will be removed from the 100 year FEMA flood map. This area is in the Redevelopment Agency and a substantial portion of the population is considered to be economically disadvantaged. Business owners and landlords don't want to invest in their properties only to have them flood again. This project is the critical path to the redevelopment of Old Town.

|   |                                     |                          |   |
|---|-------------------------------------|--------------------------|---|
| <b>2. Limiting factors to salmonids remediated by proposed project:</b> | <input checked="" type="checkbox"/> | Water quantity           | (lack of flow, diversions, runoff)                        |
|   | <input checked="" type="checkbox"/> | Water quality            | (temperature, chemistry, turbidity)                       |
|   | <input type="checkbox"/>            | Riparian dysfunction     | (lack of shade, excessive nutrients, roughness, elements) |
|   | <input type="checkbox"/>            | Excessive sediment yield | (pool and gravel quality)                                 |
|   | <input type="checkbox"/>            | Spawning requirements    | (gravel, resting areas-pools)                             |
|   | <input type="checkbox"/>            | Rearing requirements     | (velocity, lack of shelter, pools)                        |
|   | <input type="checkbox"/>            | Estuary / lagoon issues  | (closure during migration periods)                        |
|   | <input checked="" type="checkbox"/> | Fish passage             | (emigration and immigration)                              |

**3. Limiting factor remediation:**

This project will demolish the existing concrete channel and replace it with a channel that has vertical concrete walls and an articulated concrete revetment (ACR) bottom. The ACR will mimic a natural bottom. A fish passage channel with weirs to create resting pools and facilitate Steelhead at all swimming speeds will be installed. This is the removal of the barrier and inclusion of fish passage.

The ACR will sit on top of filter fabric, a layer of crushed rock and a layer of sand. The groundwater table in the area is high, and the ACR will allow ground water to seep into the channel, increasing the quantity of water in the channel during dry periods and also widening the transition window available for fish passage between rain events.

Water quality will be improved in two ways. First, the temperature of the flow in the dry season will be lowered by the seepage of groundwater through the ACR. Second, nutrients may be filtered out through the bottom of the channel which will improve the water quality in the Slough. In addition, the addition of roughness elements and the placement of weirs will create diverse flow conditions in the fish passage channel. The geometry of the channel and the tall vertical walls will shade the fish passage channel from early morning and afternoon sun and help to keep water temperatures low. The ACR can be colored and in combination with shading will help to hide the fish from predators.

## Section 8: Project Budget

### 1. Detailed Project Budget

| BUDGET                                |   |   |   |                |                     |                                    |                                     |                          |
|---------------------------------------|---|---|---|----------------|---------------------|------------------------------------|-------------------------------------|--------------------------|
| San Jose Creek Improvements           |   |   |   |                |                     |                                    |                                     |                          |
|                                       | Hrs/Units<br>for<br>Amount<br>Requested | Hrs/Units<br>of<br>Applicant<br>Cost<br>Share | Hrs/Units<br>of<br>Partner<br>Cost<br>Share | Hourly<br>Rate | Amount<br>Requested | Applicant<br>Amt. of<br>Cost Share | Partner<br>Amt. of<br>Cost<br>Share | Total<br>Project<br>Cost |
| <b>A. PERSONNEL SERVICES</b>          |   |   |   |                |                     |                                    |                                     |                          |
| <b>Level of Staff (Hours)</b>         |   |   |   |                |                     |                                    |                                     |                          |
| Project Coordination; Planning        |   |   |   |                | \$0                 | \$0                                | \$0                                 | \$0                      |
| Project Manager                       |   | 1,040   | 0   | \$53.55        |                     | \$55,692                           | \$0                                 | \$55,692                 |
| Field Laborers                        | 0                                       | 0   | 0   | \$0.00         | \$0                 | \$0                                | \$0                                 | \$0                      |
| Subtotal                              |   | \$1,040                                       | \$0   | \$53.55        |                     | \$55,692                           | \$0                                 | \$55,692                 |
| Staff Benefits @ 20% (max funded 31%) | 1040                                    | 1040  | \$0   | \$10.91        | \$0                 | \$11,346                           | \$0                                 | \$11,346                 |
| <b>TOTAL PERSONNEL SERVICES</b>       |   |   |   |                | <b>\$0</b>          | <b>\$67,038</b>                    | <b>\$0</b>                          | <b>\$67,038</b>          |
| <b>B. OPERATING EXPENSES</b>          |   |   |   |                |                     |                                    |                                     |                          |
| Description (indicate type of units)  | # of Units<br>Requested                 | # of Units<br>Applicant<br>Cost<br>Share      | # of Units<br>Partner<br>Cost<br>Share      | Unit<br>Price  | Amount<br>Requested | Applicant<br>Amt. of<br>Cost Share | Partner<br>Amt. of<br>Cost<br>Share | Total<br>Project<br>Cost |
| A-E Construction Support (Hrs)        |   | 4000  | 0   | \$150.00       | \$0                 | \$600,000                          | \$0                                 | \$600,000                |
| Construction Engineering (Hrs)        |   | 2000  | 0   | \$150.00       | \$0                 | \$300,000                          | \$0                                 | \$300,000                |
| Materials and Supplies                |   |   |   |                |                     |                                    |                                     |                          |
| Demolition & Excavation:              |   |   |   |                |                     |                                    |                                     |                          |
|                                       |   |   |   |                |                     |                                    |                                     |                          |

|  |       |        |   |              |                      |                    |             |                    |
|--|-------|--------|---|--------------|----------------------|--------------------|-------------|--------------------|
| Fish Weir (EA)                           | 20    | 20     | 0 | \$10,000.00  | \$200,000            | \$200,000          | \$0         | \$400,000          |
| Demo & Excavation for Fish Passage (CY)  | 5,000 | 5,000  | 0 | \$40.00      | \$200,000            | \$200,000          | \$0         | \$400,000          |
| Dewatering for Fish Passage - Add'l (LS) | 0     | 1      | 0 | \$400,000.00 | \$0                  | \$400,000          | \$0         | \$400,000          |
| Wall Extension for Fish Passage (SF)     | 1,750 | 10,250 | 0 | \$200.00     | \$350,000            | \$2,050,000        | \$0         | \$2,400,000        |
| <b>TOTAL OPERATING EXPENSES</b>          |       |        |   |              | <b>\$750,000</b>     | <b>\$3,750,000</b> | <b>\$0</b>  | <b>\$4,500,000</b> |
| <b>C. SUBTOTALS &amp; ADMIN</b>          |       |        |   |              |                      |                    |             |                    |
| SUBTOTAL (Personnel + Operating)         |       |        |   |              | \$750,000            | \$3,817,038        | \$0         | \$4,567,038        |
| ADMINISTRATIVE OVERHEAD(max.15%)@        |       |        |   |              | 0.0%                 | \$0                | \$0         | \$0                |
| <b>D. GRAND TOTAL</b>                    |       |        |   |              | <b>\$750,000</b>     | <b>\$3,817,038</b> | <b>\$0</b>  | <b>\$4,567,038</b> |
| SOFT COST SHARE PERCENTAGE               |       |        |   |              | 1.5%                 | \$67,038           | \$0         |                    |
| HARD COST SHARE PERCENTAGE               |       |        |   |              | 82.1%                | \$3,750,000        | \$0         |                    |
| SOURCE AND AMOUNT OF COST SHARE:         |       |        |   |              | Applicant =          |                    | \$3,817,038 |                    |
|  |       |        |   |              | Partners (State) =   |                    | \$0         | \$0                |
|  |       |        |   |              | Partners (Federal) = |                    | \$0         | \$0                |

Legend:

- Hrs: Hours
- SF: Square Foot
- CY: Cubic Yard
- VLF: Vertical Linear Foot
- EA: Each
- LS: Lump Sum

## San Jose Creek Fish Passage Project Budget - END

**2. Budget justification:**

The \$4,567,038 budget shown above is only for the fish passage portion of the project. The flood control project with fish passage is currently estimated at \$20,000,000. To simplify the fish passage portion, only the additional required depth of the east vertical wall, demo and additional excavation, construction dewatering at the additional required depth and the fish weirs were used for that cost estimate. The City is not requesting grant funding for staff time or overhead costs.

**3. Administrative overhead:**

The City does not include overhead as part of staff salaries, so there will not be a cost for this.

**4. Summary project costs**

| Sources of Funds  | Cash        | In-kind (if applicable) | Status S,P,U (secured, pending, unknown) | Anticipated award date | Total       |
|---|-------------|-------------------------|--|------------------------|-------------|
| Fisheries Restoration Grant Program                                     | \$750,000   |                         |  |                        | \$750,000   |
| Other State Agencies  |             |                         |  |                        |             |
| Federal<br>Name(s) and amount(s) of each:                               |             |                         |  |                        |             |
| Applicant (indicate if Federal):<br>City of Goleta Redevelopment Agency | \$3,750,000 | \$67,038                | Secured                                  | On account             | \$3,817,038 |
| Other Sources<br>Name(s) and amount(s) of each:                         |             |                         |  |                        |             |
| <b>Total</b>  |             |                         |  |                        | \$4,567,038 |

**5. Is any of the cost share being used as match for other (non-FRGP) funding for the project?**

For the Fish Passage portion of the project, the answer is “No.” \$520,650 in RDA money is being used to match other funding for the fish passage component of the project. “

**6a. In-kind Detail:**

| <b><i>In-kind Detail</i></b>   |                       |                               |  |                                    |                                   |
|--------------------------------|-----------------------|-------------------------------|--|------------------------------------|-----------------------------------|
| Source of In-kind contribution | Total volunteer hours | Value of volunteer labor (\$) | Non-volunteer donated labor value (\$) | Non-labor contribution description | Non-labor contribution value (\$) |
| City of Goleta staff           | 1040*                 |                               | \$67,038                               |                                    |                                   |
| City of Goleta                 |                       |                               |  | Materials                          | \$3,750,000                       |

\* actual City labor costs

**6b. Describe how the value of the volunteer labor was determined:**

Santa Barbara Channel Keepers currently conducts monthly testing at 18 sites at streams passing through the City, and in the Goleta Slough. Of those sites, 2 are in San Jose Creek, and 2 are located in the Goleta Slough at the foot/bicycle bridge. The City’s contract with the Santa Barbara Channel Keepers for FY 2009/2010 is for \$15,000. The two San Jose Creek sites constitute 11% of the 18 sites. Applying those percentages to the contract total, the San Jose test sites would account for approximately \$1,650 annually.

**Being conservative, the City estimates those hours are spent on the San Jose Creek testing sites and**

at least this amount will continue to be spent annually. The City intends to continue the relationship with Santa Barbara Channel Keepers.

**7. Estimated Project Cost by Task**

| <b><i>Estimated Project Cost by Task - Project Name <u>San Jose Creek Capacity Improvement and Fish Passage Project</u></i></b> |                         |                   |              |
|---|-------------------------|-------------------|--------------|
| <b>Type of Work</b>   | <b>Amount Requested</b> | <b>Cost Share</b> | <b>Total</b> |
| Fish Passage  | \$750,000               | \$3,817,038       | \$4,567,038  |
| <b>Total</b>  | \$750,000               | \$3,817,038       | \$4,567,038  |

**AMENDMENT No. 1  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF GOLETA AND  
COM3 CONSULTING, INC.**

**This Amendment No. 1** to Professional Services Agreement (Agreement #2009-037) between the **City of Goleta**, a municipal corporation (City) and **COM3 Consulting, Inc** (Consultant) dated May 16, 2009 (Agreement) is made this 15th day of June, 2010.

**RECITALS**

**WHEREAS**, the Agreement between City and Consultant currently provides in Subsection 3 (a) of Section 3 for compensation at the rate of \$155 per hour; and

**WHEREAS**, the parties desire to amend the Agreement so as to provide compensation at the rate of \$160 per hour; and

**WHEREAS**, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed one hundred and fifty-four thousand and three hundred dollars (\$154,300); and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in amount of one hundred, forty-nine thousand, five hundred dollars (\$149,500) to continue and complete various projects; and

**WHEREAS**, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on July 1, 2010; and

**WHEREAS**, the parties desire to amend the Agreement so as to extend the termination of the AGREEMENT to June 30, 2011; and

**WHEREAS**, the City Council, on this 15th day of June, 2010, approved this Contract Amendment and authorized the City Manager to execute this Contract Amendment per the Goleta Municipal Code 3.05.050.

**AMENDED TERMS**

**Now therefore** City and Consultant agree as follows that the Agreement be, and hereby is, amended as follows:

1. **Section 3. COMPENSATION AND PAYMENT** is amended to increase the not to exceed by \$149,500 and to read in its entirety:

- (a) **Maximum and Rate.** The total compensation payable to Consultant by City for the services under this Agreement **shall not exceed** the sum of \$303,800 (herein "not to exceed amount") and shall be earned as the work progresses on the following basis:

Hourly at the hourly rate of \$160 an hour and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B-1," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2011, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

2. **Section 6. TERM, PROGRESS AND COMPLETION** is amended to extend the term for an additional year and to read in its entirety:

The term of this Agreement is from the date first written above to June 30, 2011, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by paragraph 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within the term of the contract, following the notice to proceed.

3. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

**In witness whereof**, this Amendment No.1 has been executed by the parties effective on the date and year first written above.

**CITY OF GOLETA**

**CONSULTANT**

\_\_\_\_\_  
Dan Singer, City Manager

\_\_\_\_\_  
Gerald Comati  
President

**ATTEST:**

\_\_\_\_\_  
Deborah Constantino, City Clerk

\_\_\_\_\_  
Janean Comati  
Chief Financial Officer

**APPROVED AS TO FORM**

\_\_\_\_\_  
Tim W. Giles, City Attorney

**Exhibit B-1  
Compensation**

| CIP Projects                | Estimated Labor Budget | Estimated Expenses | Total Budget | Fund Source |
|-----------------------------|------------------------|--------------------|--------------|-------------|
| CIP/General                 | \$10,000               | \$300              | \$10,300     | Various     |
| GTIP                        | \$12,000               | \$200              | \$12,200     | GTIP        |
| Hollister Ave Redesign      | \$1,000                | \$0                | \$1,000      | RDA         |
| Cathedral Oaks I/C          | \$25,000               | \$100              | \$25,100     | HBP/GTIP    |
| Los Carneros                | \$42,000               | \$300              | \$42,300     | HBP/GTIP    |
| SJ Ck Bike - South Bike     | \$2,000                | \$100              | \$2,100      | TCSP        |
| SJ Ck Bike - Middle Section | \$2,000                | \$100              | \$2,100      | RSTP        |
| Ekwill/Fowler               | \$42,000               | \$300              | \$42,300     | RDA         |
| San Jose Creek Capacity     | \$12,000               | \$100              | \$12,100     | RDA         |
| S/T                         | \$148,000              | \$1,500            | \$149,500    |             |

|                      |              |
|----------------------|--------------|
| <b>Name</b>          | <b>\$/Hr</b> |
| <b>Gerald Comati</b> | <b>160</b>   |
| <b>Various</b>       | <b>45</b>    |

Project Name: San Jose Creek Capacity Improvement & Fish Passage Project

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF GOLETA AND  
BEACON INTEGRATED PROFESSIONAL RESOURCES, INC.  
dba HAMNER, JEWELL & ASSOCIATES**

This AGREEMENT FOR CONSULTANT SERVICES is made and entered into this 10 day of December, 2010, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **BEACON INTEGRATED PROFESSIONAL RESOURCES, INC. dba HAMNER, JEWELL & ASSOCIATES**, (herein referred to as "CONSULTANT").

**WHEREAS**, CONSULTANT represents that they are sufficiently experienced and capable of providing the services agreed to herein and are sufficiently familiar with the needs of the CITY; and

**WHEREAS**, CONSULTANT was recommended for award by the Community Services Director based on a competitive request for proposal process by the CITY in 2008 to perform these services on a prior proposal for the same project; and

**WHEREAS**, the City Manager is authorized by the City Council per the Goleta Municipal Code Section 3.05.050 to execute this AGREEMENT as the value of the AGREEMENT is under \$30,000.

CITY and CONSULTANT agree as follows:

**1. RETENTION AS CONSULTANT**

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

**2. DESCRIPTION OF SERVICES**

The services to be performed by CONSULTANT are as follows:

Professional real estate services in conjunction with the San Jose Creek Capacity Improvement and Fish Passage Project. Phase I Services shall generally include appraisals, eminent domain requirements and prepare offer packages for involved property owner, as more particularly set forth as follows:

CONSULTANT shall provide assistance in acquiring additional property rights for the San Jose Creek Project. Additional temporary construction easements along the San Jose Creek are anticipated to be needed in

order to construct the project improvements. The following property rights have been identified for acquisition:

**1. APN 071-190-034: Kellogg Ave LLC**

- Temporary Access/Construction Easement.

**2. APN 071-170-023**

- Permanent r/w acquisition for street purposes.

**3. APN 071-140-061: Blue Ox Properties**

- Temporary Access/Construction Easement.

**4. APN 071-140-056,057,058: Bottiani**

- Temporary Access/Construction Easements. CONSULTANT shall perform research to confirm whether or not the Santa Barbara County Flood Control District has any existing access rights across these parcels and shall confirm the status of the litigation and order of immediate possession previously filed and obtained on these properties. Any work on these properties shall be coordinated with City's legal counsel to assure no detrimental effect on the pending litigation.

**5. Caltrans Right-Of-Way:**

- Temporary Construction Easement sought from Caltrans. Assume that the rights will be granted in the form of a Permit and will not require an appraisal.

**6. DLC and Newland Properties**

- Extension of temporary construction easements. These temporary construction easements expire 12/31/10 and will need to be extended.

**7. APN 071-130-017: County of Santa Barbara**

- This is a County-owned sliver parcel that will be incorporated into the roadway. City will seek a Quitclaim Deed from the County to the City for this parcel.

CONSULTANT shall obtain an appraisal in accordance with Government Code and eminent domain requirements and prepare offer packages based upon the appraisal for presentation to each involved property owner. The offer packages shall include an offer letter, Appraisal Summary Statement, proposed Right of Way Agreement and Deed. These documents shall be presented to the City of Goleta Project Manager, for review and pre-approval prior to presenting offers to property owners.

This is for Phase I Services to begin the pre-right of way acquisition process that will include ordering and obtaining needed additional title reports and initiating property owner communications and site meetings. CONSULTANT shall coordinate with Bengal Engineering on all work, provide support on utility research and confirmation of any prior rights, and the gathering of items needed to commence the right of way appraisal process. Actual offers to acquire right of way cannot commence until the CONSULTANT has legal descriptions for each parcel that the engineers determine will need to be acquired for this project. Thus, offers and negotiations to acquire the needed right of way will be completed under a future Phase II process.

Phase I services shall include the following tasks:

1. Title Reports (2 parcels)
2. Appraisals by Steve Schott (not including Caltrans and Bottiani)
3. Appraisal for additional Bottiani rights
4. Right of Way Acquisition Budget (up to 70 hours of HJA staff time)
5. Utility Easement Research and County coordination/quitclaim (20 hrs maximum)
6. CONSULTANT shall communicate to Mr. Murphy, the CITY's eminent domain counsel, any revised project needs for the Bottiani property.

### **3. COMPENSATION AND PAYMENT**

**(a) Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$29,000.00 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's compensation marked Exhibit "A," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until December 31, 2011, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

**(b) Payment.** CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory

to CITY's Project Manager. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

**4. EXTRA SERVICES**

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to in advance. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in the compensation exhibit. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

**5. CITY PROJECT MANAGER AND SERVICES BY CITY**

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager," as that staff person is designated by CITY from time to time, and who presently is Rosemarie Gaglione. The Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

**6. TERM, PROGRESS AND COMPLETION**

The term of this AGREEMENT is from the date first written above to December 31, 2011, unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by paragraph 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within 365 calendar days following the notice to proceed.

**7. OWNERSHIP OF DOCUMENTS**

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for

purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

## **8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

This AGREEMENT is for professional services which are personal to CITY. Lillian D. Jewell is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT is not assignable by CONSULTANT without CITY's prior consent in writing.

## **9. HOLD HARMLESS AND INDEMNITY**

**(a) Hold Harmless for CONSULTANT's Damages.** CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

**(b) Defense and Indemnity of Third Party Claims/Liability.** CONSULTANT shall investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

**(c) No Waiver.** CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

## 10. INSURANCE

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating level of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 0001 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of 1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional Liability insurance on a policy form appropriate to CONSULTANTs profession. Limits shall be no less than \$2,000,000 per claim.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

- a) CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10 with an edition date prior to 2004, or its exact equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37 with an edition date prior to 2004.
- b) CONSULTANT's insurance shall apply to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.

- d) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- e) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- f) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- g) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.
- h) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

## **11. RELATION OF THE PARTIES**

The relationship of the parties to this AGREEMENT shall be that of independent contractors and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

## **12. CORRECTIONS**

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in

a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

**13. TERMINATION BY CITY**

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

**14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT's work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and consultant for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

**15. AUDIT OF RECORDS**

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

**16. WAIVER; REMEDIES CUMULATIVE**

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach

of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

**17. CONFLICT OF INTEREST**

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

**18. CONSTRUCTION OF LANGUAGE OF AGREEMENT**

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

**19. MITIGATION OF DAMAGES**

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

**20. GOVERNING LAW**

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

**21. TAXPAYER IDENTIFICATION NUMBER**

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), as issued by the Internal Revenue Service.

**22. NON-APPROPRIATION OF FUNDS**

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation

of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

**23. MODIFICATION OF AGREEMENT**

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.

**24. USE OF THE TERM "CITY"**

Reference to "CITY" in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

**25. PERMITS AND LICENSES**

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates, including a CITY business license, that may be required in connection with the performance of services under this AGREEMENT.

**26. CAPTIONS**

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the AGREEMENT.

**27. AUTHORIZATION**

Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this AGREEMENT.

**28. ENTIRE AGREEMENT BETWEEN PARTIES**

Except for CONSULTANT'S proposals and submitted representations for obtaining this AGREEMENT, this AGREEMENT supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.



**Exhibit A  
Compensation**

|                           |               |
|---------------------------|---------------|
| Managing Senior Associate | \$175 an hour |
| Legal Support *           | \$175 an hour |
| Senior Associate II       | \$160 an hour |
| Senior Associate I        | \$130 an hour |
| Associates II             | \$110 an hour |
| Associates I              | \$ 95 an hour |
| Assistants                | \$ 75 an hour |

These rates are inclusive of secretarial support and general office expenses, overhead, and profit. Reimbursable costs that may be passed through to the client as additional expenses include travel expenses (based upon the standard IRS mileage reimbursement rate, or actual expenses for travel outside of the tri-county area of Ventura, Santa Barbara, and San Luis Obispo), special handling fees such as certified, express mail, and delivery charges, photography and third party photocopy expenses, certain project/client-specific telephone expenses, and other charges made by third parties in connection with performing the scope of services with appropriate supporting documentation for reference.

Such third party expenses may include, but are not limited to, such costs as moving bid fees, title and escrow company charges, and appraisal fees with appropriate supporting documentation for reference.

All third party expenses will be billed to the client at cost plus 10%, with appropriate invoices or other appropriate documentation provided for reference. Mileage and travel costs will be passed through without mark-up.

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\* At the request of several of our clients, this billing rate category has been added specifically in relation to the qualifications and services of Robert McDowell and Cathy Springford who, as licensed attorneys, can provide cost effective support and coordination with client legal counselors. Hamner, Jewell and Associates does not, however, provide legal representation or counsel; we work closely with the legal counsel of our clients to cost effectively assist in resolving any legal matters associated with services we provide.

Project Name: San Jose Creek Capacity  
Improvement & Fish Passage

**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES  
BETWEEN THE CITY OF GOLETA  
AND  
NORTHWEST HYDRAULIC CONSULTANTS, INC.**

This AGREEMENT FOR PROFESSIONAL DESIGN SERVICES is made and entered into this 5<sup>th</sup> day of August, 2010, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **NORTHWEST HYDRAULIC CONSULTANTS, INC.**, (herein referred to as "CONSULTANT").

**WHEREAS**, CONSULTANT represents that they are sufficiently experienced and capable of providing the services agreed to herein and are sufficiently familiar with the needs of the CITY; and

**WHEREAS**, CONSULTANT was referred by the County of Santa Barbara that was working on the San Jose Creek Capacity and Fish Passage project prior to the City's incorporation in 2002; and

**WHEREAS**, based on a submittal of qualifications and CONSULTANT's prior experience working with the CITY on this project the Community Services Director has selected the CONSULTANT for the award of this AGREEMENT; and

**WHEREAS**, the City Manager is authorized by the City Council per the Goleta Municipal Code Section 3.05.050 to execute this AGREEMENT as the value of the AGREEMENT is under \$30,000.

CITY and CONSULTANT agree as follows:

**1. RETENTION AS CONSULTANT**

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

**2. DESCRIPTION OF SERVICES**

The services to be performed by CONSULTANT are as follows:

Professional design services in conjunction with San Jose Creek Capacity Improvements and Fish Passage Project. Services shall generally include physical hydraulic model of the fish passage element of the design,, as more particularly set forth in the Scope of Work, attached as Exhibit "A,"

and incorporated herein. CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A".

### **3. COMPENSATION AND PAYMENT**

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the lump sum of \$29,999 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

(b) **Payment.** CONSULTANT shall provide CITY with written verification of the actual compensation earned including consultant's fees as shown in Exhibit "B", which written verification shall be in a form satisfactory to CITY's Project Manager. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed. All payments shall be made within 30 days after CITY's approval of the invoice.

### **4. EXTRA SERVICES**

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to in advance. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

### **5. CITY PROJECT MANAGER AND SERVICES BY CITY**

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Rosemarie Gaglione. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

### **6. TERM, PROGRESS AND COMPLETION**

The term of this AGREEMENT is from the date first written above to June 30, 2011, unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by paragraph 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within 365 calendar days following the notice to proceed.

## **7. OWNERSHIP OF DOCUMENTS**

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

## **8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR**

This AGREEMENT is for professional services which are personal to CITY. Ed Zapel is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT is not assignable by CONSULTANT without CITY's prior consent in writing.

## **9. HOLD HARMLESS AND INDEMNITY**

**(a) Hold Harmless for CONSULTANT's Damages.** CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

**(b) Defense and Indemnity of Third Party Claims/Liability.** CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single lawyer from representing both CITY and CONSULTANT, or should CITY otherwise find CONSULTANT's legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable

attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONSULTANT's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this AGREEMENT.

(c) **No Waiver.** CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

## **10. INSURANCE**

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating level of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 0001 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional Liability insurance on a policy form appropriate to CONSULTANTs profession. Limits shall be no less than \$1,000,000 per claim.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

- a) CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional

insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10 with an edition date prior to 2004, or its exact equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37 with an edition date prior to 2004.

- b) CONSULTANT's insurance shall apply to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- d) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- e) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- f) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- g) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.
- h) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

**11. RELATION OF THE PARTIES**

The relationship of the parties to this AGREEMENT shall be that of independent contractors and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

**12. CORRECTIONS**

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

**13. TERMINATION BY CITY**

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

**14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT's work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and consultant for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

**15. AUDIT OF RECORDS**

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for

examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

**16. WAIVER; REMEDIES CUMULATIVE**

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

**17. CONFLICT OF INTEREST**

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

**18. CONSTRUCTION OF LANGUAGE OF AGREEMENT**

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

**19. MITIGATION OF DAMAGES**

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

**20. GOVERNING LAW**

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

**21. TAXPAYER IDENTIFICATION NUMBER**

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), as issued by the Internal Revenue Service.

**22. NON-APPROPRIATION OF FUNDS**

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

**23. MODIFICATION OF AGREEMENT**

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.

**24. USE OF THE TERM "CITY"**

Reference to "CITY" in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

**25. PERMITS AND LICENSES**

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates, including a CITY business license, that may be required in connection with the performance of services under this AGREEMENT.

**26. CAPTIONS**

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the AGREEMENT.

**27. AUTHORIZATION**

Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party and its respective administrators, officers, directors,

shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this AGREEMENT.

**28. ENTIRE AGREEMENT BETWEEN PARTIES**

Except for CONSULTANT'S proposals and submitted representations for obtaining this AGREEMENT, this AGREEMENT supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

**29. PARTIAL INVALIDITY**

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**30. NOTICES**

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:

Attention: City Manager  
City of Goleta  
130 Cremona Drive, Suite B  
Goleta, CA 93117

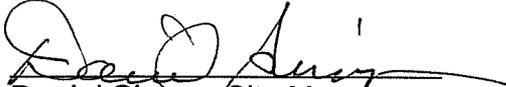
TO CONSULTANT:

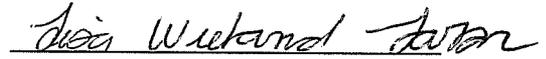
Attention: Lisa Larson  
Northwest Hydraulic Consultants Inc.  
835 s. 192<sup>nd</sup> Street, Bldg C, Suite 1300  
Seatac, WA 98148

In concurrence and witness whereof, this AGREEMENT has been executed by the parties effective on the date and year first above written.

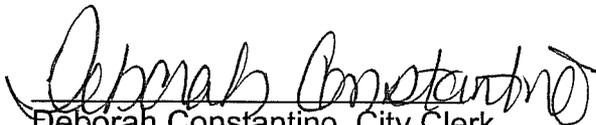
**CITY OF GOLETA**

**CONSULTANT**

  
Daniel Singer, City Manager  
Inc.

  
Lisa Larson, Principal Engineer NHC

**ATTEST:**

  
Deborah Constantino, City Clerk

  
Edward Wallace, Secretary NHC Inc.

**APPROVED AS TO FORM**

  
Tim W. Giles, City Attorney

## **Exhibit A Scope of Work**

### **STUDY OBJECTIVES**

In order to assess the effectiveness and viability of the various alternatives, a physical hydraulic model study is being considered. The main objective of the model study will be to evaluate the hydraulic performance of the modified channel geometry over the expected range of operating conditions. Specific areas of interest include evaluating the effects of modifying the channel on channel capacity (conveyance) and sediment accumulation, and assessing the fish passage conditions within the modified channel. In addition, the model could be used to demonstrate the hydraulic characteristics of the proposed channel improvements to various stakeholders involved in the project.

Previous numerical computer hydraulic modeling accomplished to date has identified the reach in the vicinity of Hollister Avenue and the upstream 1000 feet or so of the curving reach of the channel to be the most critical in terms of all of the above issues noted. Agency comments on proposed design modifications have focused on fish passage and flood capacity within this reach and in the vicinity of the Hollister bridge crossing. Therefore, the physical model will focus on this reach, enabling a logical extension of the results to the less critical downstream reach.

### **MODEL DESIGN AND CONSTRUCTION**

CONSULTANT shall prepare physical model design drawings and submit them to the City for review and approval prior to the onset of model construction.

CONSULTANT shall construct for the purpose and evaluation of proposed physical modifications to the existing San Jose Creek flood control channel a flume model constructed at a scale of approximately 1:18.

This model shall be constructed to adequately provide for an evaluation of the detailed performance of proposed channel improvements, based on the channel dimensions, flow rates and study objectives.

The flume model shall be constructed to accommodate about a 800 ft long (prototype) channel reach, extending from Sta 66+00 (approximately upstream of Hollister Bridge) to Sta. 58+00, and be used to evaluate the sediment transport and hydraulic design of the channel and bridge transition section critical to the performance of the modification alternative. The model shall be constructed to represent the proposed in-channel geometry, including fish passage facilities and any channel transitions through the study reach.

CONSULTANT shall be available for teleconferences with the CITY and any public resource agencies.

## Exhibit B Compensation

Compensation for the Scope of Work covered in EXHIBIT A – Scope of Work will be a lump sum based on the following:

|  |                 |
|--|-----------------|
| Labor for model design & construction (est. 247.2 hrs all staff categories)                            | \$22,999        |
| Model Construction Materials (plywood, lumber, acrylic, pump connections, hardware, & misc. materials) | \$3,800         |
| Model Space Rental (approx. 2500 square feet x \$800/wk, assuming 4 week construction period)          | \$3,200         |
| <b>Total</b>   | <b>\$29,999</b> |

| Personnel        | Hourly Rate (US\$) |
|------------------|--------------------|
| Principal        | \$ 215.00          |
| Professional I   | \$ 185.00          |
| Professional II  | \$ 150.00          |
| Professional III | \$ 130.00          |
| Professional IV  | \$ 107.00          |
| Professional V   | \$ 100.00          |
| Technologist I   | \$ 120.00          |
| Technologist II  | \$ 102.00          |
| Technologist III | \$ 85.00           |
| Technologist IV  | \$ 67.00           |
| Technologist V   | \$ 49.00           |
| Administrator    | \$ 123.00          |
| Clerical I       | \$ 85.00           |
| Clerical II      | \$ 67.00           |
| Clerical III     | \$ 49.00           |



## northwest hydraulic consultants

34815-001 R1

March 5, 2010

**CITY OF GOLETA**

130 Cremona Drive

Suite B

Goleta, CA 93117

**Attention: Rosemarie Gaglione**

Via E-mail: [rgaglione@cityofgoleta.org](mailto:rgaglione@cityofgoleta.org)

**Subject: San Jose Creek Channel Improvement Project  
Scope of Work for Physical Model Study**

Northwest Hydraulic Consultants (NHC) is pleased to submit the following scope of work and cost estimate to construct and test a physical hydraulic model to evaluate the proposed fish passage and flood capacity improvements to the San Jose Creek Flood Control Channel.

## BACKGROUND INFORMATION

### Description of Study Area and Flooding History

The San Jose Creek watershed covers approximately 6,000 acres with elevations ranging from sea level to 2900 ft near the summit of San Marcos pass. The lower reaches of San Jose creek are urbanized and there has been a history of flooding through this reach, most notably in the vicinity of the Hollister Avenue Bridge resulting in the inundation of portions of Old Town Goleta. Flows in the channel break out over the west bank towards Kellogg Avenue.

Flow gauging of the creek is available at two locations and statistical data for peak flow gauging are summarized in the following table<sup>1</sup>.

| Return Period<br>(years) | Statistical Peak Flow (cfs) |                     |
|--------------------------|-----------------------------|---------------------|
|                          | USGS Gage 111202500         | USGS Gage 111202510 |
| 2                        | 407                         | 601                 |
| 5                        | 1,020                       | 1,340               |
| 10                       | 1,590                       | 2,020               |
| 20                       | 2,240                       | 2,820               |
| 50                       | 3,210                       | 4,080               |
| 100                      | 4,040                       | 5,210               |
| 500                      | 6,220                       | 8,480               |

<sup>1</sup> Penfield & Smith Report "San Jose Creek Preliminary Hydrology and Research Report", prepared for the City of Goleta, May 25, 2007



Investigations to date have focused on the natural channel upstream of Hollister Avenue, the existing bridge at Hollister Avenue, and the concrete-lined channel downstream of Hollister Avenue. The concrete-lined channel was designed and constructed during the period of 1963 to 1964 and was designed for a discharge of 3,300 cfs that would correspond to a current return period of somewhat over 25 years. Since the initial channel construction, the Hollister Bridge was widened which decreased the hydraulic capacity of the channel under the bridge, and a new bridge was constructed just downstream of Hollister Avenue which includes structural elements and a hanging sewer line that intrude into the flow area and freeboard of the channel.

The points of specific concern found to impact the ability to contain flood flows in the channel were:

- Insufficient conveyance capacity under the Hollister Avenue Bridge with possible causes being transition between subcritical flow to supercritical flow, and size of opening (i.e. the opening just isn't large enough).
- Containing flood flows upstream of Hollister Avenue tended to have the effect of raising water surface elevations.
- Passing flows greater than 3,300 cfs downstream of Hollister Avenue (without improvements) introduced overbank discharge from the channel to the surrounding neighborhood and prevented local drainage from entering the channel.
- Downstream controls (near the old drive-in) are impacted by tidal influences.

In addition to the issues of flood flow capacity, the existing concrete channel has been identified as a barrier to upstream migration of anadromous fish, including endangered Southern California steelhead. As part of the proposed channel improvement project, the City desires to incorporate fish passage features into the flood control channel design.

The points of specific concern found to be responsible for the barrier to upstream fish migration include:

- At all but high tide, the exit portion of the existing channel is not readily accessible to upstream migrating fish due to insufficient depth and high flow velocity
- At the lowest flows, the flow depth on the concrete apron through the upper 2500 feet of the flood control channel is too shallow for fish to navigate
- At all other flows the flow velocity on the concrete apron through the entire length of the flood control channel is too high for fish to navigate

## Proposed Channel Improvements

As part of the Old Town Goleta redevelopment, numerous alternatives have been considered to eliminate flooding along this portion of San Jose Creek. Those alternatives include:

- Re-routing portions of the flood flows to adjacent creek channels.
- Constructing floodwalls along Kellogg Avenue where it is adjacent to the creek.



- Constructing floodwalls upstream of Hollister Avenue to contain the breakout.
- Replacing Hollister Avenue Bridge.
- Routing some of the overflow to the Old San Jose Creek Channel (found to only have a capacity of 300 cfs)
- Modifying the channel under Hollister Avenue Bridge
- Extending the concrete-lined channel upstream of the Hollister Avenue Bridge.
- Constructing additional culverts under Hollister Avenue to supplement the capacity at Hollister Avenue Bridge.
- Modifying the concrete-lined channel section to a rectangular shape.
- Modifying the concrete-lined channel section to provide flow area under Hollister Avenue Bridge.

The most current design alternative proposed includes removal of the existing sidewall and invert paving and replacement with a wider, vertical sidewall, paved channel approximately 50 feet in width, and variable slope. Sidewalls are proposed to be constructed of drilled piling and supported precast concrete panels. The invert will be paved with standard concrete slab in some areas and articulated, porous concrete mattress in other areas. The fish passage channel will be constructed of similar materials within the larger flood channel. Regularly spaced water depth control weirs will be constructed throughout the length of the fish passage channel to maintain adequate passage flow depth and velocity under the desired fish passage flows. It has not yet been determined what shape or of what materials these weirs will be constructed. However, it is expected that the physical modeling effort would confirm the expected performance of a suitable weir material and configuration.

## Study Objectives

In order to assess the effectiveness and viability of the various alternatives, a physical hydraulic model study is being considered. The main objective of the model study will be to evaluate the hydraulic performance of the modified channel geometry over the expected range of operating conditions. Specific areas of interest include evaluating the effects of modifying the channel on channel capacity (conveyance) and sediment accumulation, and assessing the fish passage conditions within the modified channel. In addition, the model could be used to demonstrate the hydraulic characteristics of the proposed channel improvements to various stakeholders involved in the project.

Previous numerical computer hydraulic modeling accomplished to date has identified the reach in the vicinity of Hollister Avenue and the upstream 1000 feet or so of the curving reach of the channel to be the most critical in terms of all of the above issues noted. Agency comments on proposed design modifications have focused on fish passage and flood capacity within this reach and in the vicinity of the Hollister bridge crossing. Therefore, the physical model will focus on this reach, enabling a logical extension of the results to the less critical downstream reach.



## STUDY APPROACH

The study will be executed using the following tasks:

**Task 1: Model Design and Construction** – NHC will prepare physical model design drawings and submit them to the City for review and approval prior to the onset of model construction. Based on the channel dimensions, flow rates and study objectives, NHC is proposing to construct and test a flume model constructed at a scale of approximately 1:18 to evaluate the detailed performance of proposed channel improvements. The flume model will be constructed to accommodate about a 800 ft long (prototype) channel reach, extending from Sta 66+00 (approximately upstream of Hollister Bridge) to Sta. 58+00, and be used to evaluate the sediment transport and hydraulic design of the channel and bridge transition section critical to the performance of the modification alternative. The model will be constructed to represent the proposed in-channel geometry, including fish passage facilities and any channel transitions through the study reach.

**Task 2: Model Testing** – The proposed model test program would be divided into the following key phases:

***Proposed Design Testing:*** Evaluation of the proposed channel improvements at up to five (5) discharges (up to the 100-year flood) to determine the performance of the proposed design with respect to channel conveyance (capacity), sediment transport and fish passage conditions through the reach.

***Design Development Testing (Optional):*** This phase of testing could be used to evaluate the performance of the existing channel geometry, refinement of the proposed design to improve performance, or evaluation of alternative geometries, as required.

***Additional Reach Testing (Optional):*** Reconstruction of the model test bed to simulate a second reach, such as the Kellogg Avenue reach (Sta 20+00 to Sta 34+00, but at a smaller scale of 1:30), if necessary. Similarly, this would include evaluation of the proposed channel improvements at up to five (5) discharges (up to the 100-year flood) to determine the performance of the proposed design with respect to channel conveyance (capacity), sediment transport and fish passage conditions through the reach.

***Witness Testing (Optional):*** During the test program, an optional one-day meeting can be held at NHC's laboratory to provide an opportunity for project stakeholders to view the model in operation under various configurations. The meeting will include a summary of the data collected on the model and a "hands-on" demonstration of the proposed geometry over a range of flow conditions.

**Task 3: Reporting** – Upon completion of the model testing, NHC will prepare a technical report presenting the key findings of the study. The report will include a brief description of the model, relevant color photographs and a summary of the test results, including observations, tabular and graphical data, conclusions and recommendations. The report will also provide details (description and drawings) of all modifications and/or additions that were required to correct any unsatisfactory performance. Five (5) full-color paper copies of the report will be prepared and submitted. An optional edited and narrated summary video presenting the key findings of the model can also be prepared for an incremental charge.



## COST AND SCHEDULE ESTIMATES

The estimated costs to construct and test the flume model as described herein are summarized in the following tables.

| <b>Task</b>                      | <b>Person Hours</b> | <b>Estimated Cost (US)</b> |
|----------------------------------|---------------------|----------------------------|
| Design and Construct Test Stand  | 324                 | \$39,300                   |
| Test Proposed Geometry (5 flows) | 88                  | \$12,300                   |
| Prepare Final Report (5 copies)  | 62                  | \$9,200                    |
| <b>Totals</b>                    | <b>474</b>          | <b>\$60,800</b>            |

| <b>Optional Tasks</b>  | <b>Person Hours</b> | <b>Estimated Cost (US)</b> |
|--|---------------------|----------------------------|
| Design Development Testing (weekly rate)                             | 104                 | \$13,500                   |
| Build and Test Existing Configuration (5 flows)                      | 204                 | \$23,600                   |
| Build and Test Alternative Reach w/ Proposed Configuration (5 flows) | 244                 | \$27,100                   |
| Witness Test (1-day)   | 48                  | \$8,000                    |
| Edited Summary Video   | 48                  | \$9,800                    |
| Space & Equipment Rental (monthly)                                   | -                   | \$3,200                    |

The above cost estimates are valid for a period of sixty (60) calendar days from the proposal submittal date. The cost for additional work beyond the scope as defined herein can be based on NHC's standard fee rates, daily test rates, or negotiated lump sums per test item. Laboratory space and equipment rental charges have been included for the flume model up to the issuance of the final report. Additional space rental charges will be assessed when the project is delayed for reasons beyond NHC's control, or if the model is required after issuance of the final report.



San Jose Creek Channel Improvement Project  
Scope of Work for Physical Hydraulic Model Study

March 5, 2010

Page 6

The proposed schedule for the study is summarized in the following table and assumes a notice to proceed date of March 15, 2010.

| Task                        | Duration (weeks) | Completion Date |
|-----------------------------|------------------|-----------------|
| Notice to Proceed           | -                | March 15, 2010  |
| Design & Construct Flume    | 6                | April 30, 2010  |
| Model Testing               |                  |                 |
| - Proposed Channel Geometry | 2                | May 14, 2010    |
| Final Report                | 2                | May 31, 2010    |

The proposed schedule assumes that all pertinent information is received with the notice to proceed and timely reviews are conducted of model drawings and data. If the proposed schedule does not meet your needs, NHC will work with you to establish a schedule to meet the project requirements.

We appreciate the opportunity to submit this proposal, and look forward to working with the City of Goleta on this project. Please do not hesitate to contact either Ed Zapel in NHC's Seattle office at (206) 241-6000 or Brian Hughes in NHC's Vancouver office at (604) 980-6011 if you have any questions or require additional information.

Sincerely,

**northwest hydraulic consultants**

*original signed by*

Brian Hughes, P.Eng.  
Principal

*original signed by*

Ed Zapel, P.E.  
Senior Engineer

**AMENDMENT No. 1  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF GOLETA AND  
BENGAL ENGINEERING, INC.**

**This Amendment No. 1** to Professional Services Agreement 2009-078 between the City of Goleta (City) and BENGAL ENGINEERING, INC (Consultant) dated September 1, 2009 (Agreement) is made this 20th day of July, 2010.

**RECITALS**

**WHEREAS**, the Agreement between City and Consultant currently provides in Section 2 for the services to be performed by CONSULTANT particularly set forth in the SCOPE OF WORK marked Exhibit "A"; and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional services, as more particularly set forth in the SCOPE OF WORK, attached as Exhibit "A-1", generally being final design services in order to continue the work on the San Jose Creek Capacity Improvement and Fish Passage Project; and

**WHEREAS**, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed five hundred and twenty-four thousand and seventy-three dollars and ninety cents (\$524,073.90); and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of one million, two hundred sixty-one thousand and six hundred forty-six dollars and ten cents (\$1,261,646.10); and

**WHEREAS**, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B"; and

**WHEREAS**, the parties desire to amend the Agreement so as to provide for changes in compensation for expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B-1", attached and incorporated herein; and

**WHEREAS**, the Agreement between City and Consultant currently provides in Section 6 for the termination of the agreement on September 1, 2010; and

**WHEREAS**, the parties desire to amend the Agreement so as to extend the termination of the AGREEMENT to December 31, 2011; and

**WHEREAS**, the City Council, on this 20th day of July, 2010, approved this Contract Amendment and authorized the City Manager to execute this Contract Amendment per the Goleta Municipal Code 3.05.050.

### **AMENDED TERMS**

**Now therefore** City and Consultant agree as follows that the Agreement be, and hereby is, amended as follows:

1. **Section 2. DESCRIPTION OF SERVICES** of the Agreement is amended for additional services performed by CONSULTANT and to read in its entirety:

Professional Engineering services in conjunction with the San Jose Creek Capacity Improvement and Fish Passage Project. Services shall generally include civil engineering design and environmental services, as more particularly set forth in the SCOPE OF WORK, attached as Exhibit "A-1," and incorporated herein. CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A-1."

2. **Paragraph (a) of Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to increase the not to exceed by \$1,261,646.10 and to read in its entirety:

**(a) Maximum and Rate.** The total compensation payable to Consultant by City for the services under this Agreement **SHALL NOT EXCEED** the sum of \$1,785,720 (herein "not to exceed amount") and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B-1," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until December 31, 2011, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

3. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional year and four months and to read in its entirety:

The term of this Agreement is from the date first written above to December 31, 2011, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by paragraph 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

4. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect

**In witness whereof**, this Amendment No.1 has been executed by the parties effective on the date and year first written above.

**CITY OF GOLETA**

**CONSULTANT**

\_\_\_\_\_  
Dan Singer, City Manager

\_\_\_\_\_  
Md. Wahiduzzaman  
Chief Executive Officer

**ATTEST:**

\_\_\_\_\_  
Deborah Constantino, City Clerk

\_\_\_\_\_  
Scott Onishuk  
Principal

**APPROVED AS TO FORM**

\_\_\_\_\_  
Tim W. Giles, City Attorney

## **Exhibit A-1**

### **Scope of Work**

#### **1. PROJECT MANAGEMENT AND ADMINISTRATION**

CONSULTANT shall manage the project by tracking the schedule, budget and value of the products produced.

Work shall include:

- Coordination with City, Caltrans, FEMA & Other Public Agencies
- Direction and oversight of subcontractors
- Oversight of various products and billing
- Attendance at project meetings

#### **2. CHANNEL HYDRAULICS DESIGN**

CONSULTANT shall update the preferred computerized hydraulic model (HEC-RAS), prepared in collaboration with SUBCONSULTANT, during the Type Selection Phase of the project. The hydraulic analysis shall include the following elements:

- Duplicate Effective Model
- Corrected Effective Model
- Existing or Pre-Project Conditions Model
- Revised or Post-Project Conditions Model

CONSULTANT shall oversee, direct and assure that SUBCONSULTANT constructs a physical model to validate the sediment transport model for the low flow condition.

#### **Deliverable**

- **Hydraulic information for the Conditional Letter of Map Revision (CLOMR) request**

#### **3. FEMA CLOMR**

CONSULTANT shall prepare the CLOMR request for the San Jose Creek Capacity Improvement Project. The request shall include the application forms along with the following supporting information:

- Completed application forms
- Narrative on project and submittal
- Hydraulic computations along with digital files of computer models used
- Certified topographic map with floodplain and floodway delineations

- Annotated DHS-FEMA FIRM and reflect changes due to project.

### **Deliverable**

- Two copies of the technical documentation for the CLOMR in 3-ring binder

#### **4. CHANNEL-CIVIL DESIGN**

CONSULTANT shall prepare the channel civil plans. These plans shall layout the channel in plan, profile and typical cross section, and shall provide the construction details for the construction of the channel, the fish passage and the access ramps. These plans shall include the important traffic handling concepts to route traffic through the site, including potential detours. Project concept of 50' wide channel with concrete vertical walls and articulated revetment bottom shall be used for the development of the final Plans, Specifications & Estimate.

### **Deliverables**

- Typical Section Sheet: Channel and fish passage
- Key Linework Sheets
- Layouts Plan/Profile Sheets
- Draft Construction Details
- Draft Quantity Sheets
- Fencing Plan
- Traffic Handling Plan

#### 95% Channel Civil Plans

CONSULTANT shall respond to, and incorporate where appropriate, comments received from the 65% submittal review. The final plans shall be prepared for use in estimating, specifications and permit applications.

#### 100% Channel Civil Plans

CONSULTANT shall respond to, and incorporate where appropriate, comments received from the 95% submittal review.

#### Final Channel Civil Plans

CONSULTANT shall respond to, and incorporate where appropriate, comments received from the 100% submittal review. These shall be the final plans for construction.

#### Channel: Landscape Architecture.

CONSULTANT shall oversee, direct and assure that SUBCONSULTANT shall develop landscaping concepts and prepare for and present concept review by

City staff and the City's Design Review Board. CONSULTANT shall oversee, direct and assure that SUBCONSULTANT shall attend project development team meetings as necessary. CONSULTANT shall oversee, direct and assure that SUBCONSULTANT shall make submittals at 65%, 95%, 100% and "Final" stage.

### **Deliverables**

- Final Plans, Specifications and Estimate (PS&E) submittal of landscape and irrigation installation

## **5. ROAD DESIGN**

### **65% Roadway Design Geometric Approval Drawings (GAD)**

CONSULTANT shall prepare GAD for a portion of Kellogg Avenue from approximately station 10+00 to station 35+00 to reconfigure Kellogg Avenue to accommodate the channel improvements.

The City will provide guidance on the typical cross section at the start of the work.

### **Deliverables:**

- Title Sheet
- Typical Section Sheet
- Key Linework Geometry Sheet
- Layout Sheets
- Profile Sheets
- Construction Details
- Drainage Plans
- Striping & Signing Plan
- Roadway Quantities

CONSULTANT shall make submittals at 65%, 95%, 100% and "Final" in the same manner as outlined in the "Channel-Civil Design" section. The 65% submittal shall not include the construction details, drainage plans, or roadway quantities. The Striping Plan at 65% shall be at concept-level only to show the lane configuration of Kellogg Avenue.

## **6. UTILITY RESEARCH**

CONSULTANT shall prepare initial Utility Information Request letters to be sent to the various utility companies, along with the base plans, requesting the utility facility maps ("Atlas Maps" and "Record Drawings") within portions of the project limits.

The information received from this initial phase, and each subsequent phase shall be used to evaluate the impacts of the project to surrounding utilities.

Effort for Utility Research is an estimate as the complexity of the work, conflicts of the existing infrastructure with the proposed project, and the support and cooperation from others varies.

## **7. CHANNEL-STRUCTURE DESIGN**

CONSULTANT shall design the channel wall system, using United States Army Corps of Engineers (USACOE) guidelines.

### **Deliverables:**

- Wall Layout
- Pile Layout
- Structure Details: concrete & reinforcement; aesthetic treatment.
- Revetment Details
- Fish Passage Details

Submittals shall be made at 65%, 95%, 100% and “Final” in the same manner as outlined in the “Channel-Civil Design” section.

## **8. HOLLISTER BRIDGE PREVENTATIVE MAINTENANCE**

Preventative maintenance measures shall include approximately:

- Data Gathering: CONSULTANT shall perform a field investigation of the existing bridge.
- Utility Survey: CONSULTANT shall gather the available information of the existing utilities in proximity to the bridge.
- Bridge Hydraulics: CONSULTANT shall evaluate the effects on the channel hydraulics from possible modifications to the bridge.
- Bridge Foundation: CONSULTANT shall conduct a study to include field work to excavate and visually inspect the existing foundation.
- Design: CONSULTANT shall design preventative maintenance measures for the bridge.

CONSULTANT shall oversee, direct and assure that SUBCONSULTANT performs environmental review and permitting tasks and attends four project development team meetings and two public meetings.

### **Deliverables:**

- Biological surveys – Red legged frog, tidewater gobies, steelhead
- Native tree inventory

- Wetland studies
- Rare plant survey
- Photo documentation
- CEQA/NEPA Document – MND/EA Addendum
  - Deliver 25 CDs
- Native tree and Riparian Protection and Replacement Plan
- Permitting
  - California Department of Fish and Game Streambed Alteration Agreement – amendment
  - Section 401 Certification for Regional Water Quality Control Board – amendment
  - Section 404 permit application to Army Corps of Engineers

CONSULTANT shall oversee, direct and assure that SUBCONSULTANT completes the construction of the 1:18 scale physical model of the channel and fish passage portion of the channel, and evaluate for flow and sediment transport at up to five discharges up to the 100 year storm.

**Deliverables:**

- Model testing
- Five full color copies of technical report presenting key findings of the study including:
  - Brief description of model
  - Relevant color photographs
  - Summary of test results
  - Observations
  - Tabular and graphical data
  - Conclusions and recommendations

**9. RIGHT-OF-WAY ENGINEERING: SUPPORT TO CITY**

CONSULTANT shall provide support to the City staff and other associated consultants to assist with engineering insight affecting their work. Right of Way is mostly complete for this project and is not part of this contract.

**10. SPECIFICATIONS AND ESTIMATES.**

CONSULTANT shall provide “Section 10” (the “Technical Specifications”) for the project construction contract. The “heavy civil” special provisions shall be in Caltrans Format, the Landscaping specifications shall be in CSI format.

The Specifications and Estimate shall be submitted at 95%, 100% and the “Final” submittal.

**11. PROJECT SCHEDULE**

CONSULTANT shall provide a Schedule for Design and construction for the project. It shall be updated at 95%.

**12. FINAL PLANS, SPECIFICATIONS & ESTIMATE**

CONSULTANT shall assemble the Plans, Specifications and Engineer’s Estimate.

**13. BID SUPPORT**

CONSULTANT shall provide support to the City staff during the “bid phase” of the project.

## Exhibit B-1

### Schedule of Fees

#### Bengal Engineering's Wage Rates and Classification of Personnel

| <u>Classification</u>        | <u>Rate</u> |
|------------------------------|-------------|
| Project Manager              | \$150/hr    |
| Bridge Engineer              | \$150/hr    |
| Structural Engineer          | \$150/hr    |
| Geotechnical Engineer        | \$150/hr    |
| Civil Engineer               | \$150/hr    |
| Drafter/Technician           | \$ 85/hr    |
| Clerical                     | \$ 55/hr    |
| Direct Costs:                |             |
| Reproduction/ Postage/       | at cost     |
| Reimbursable Expenses        | at cost     |
| Mileage                      | IRS rate    |
| 15% markup on Subconsultants |             |



**TO:** Mayor and Councilmembers

**FROM:** Steve Wagner, Community Services Director

**CONTACT:** Rosemarie Gaglione, Capital Improvement Program Manager

**SUBJECT:** Professional Services Agreement Amendment #1 for the San Jose Creek Capacity Improvement Project

**RECOMMENDATION:**

- A. Authorize the City Manager to execute a Amendment to the Professional Services Agreement with Bengal Engineering, Inc. for Geotechnical Engineering/Investigation and Design Services for the San Jose Creek Capacity Improvement Project for an amount not to exceed \$1,261,646.
- B. Approve a new budget appropriation for FY 2010-11 in the amount of \$88,530 in Highway Bridge Program (HBP) monies to fund account #401-5-9033-706 for preliminary engineering for the Hollister Avenue Bridge over San Jose Creek.

**BACKGROUND:**

The City of Goleta has been working over the last several years to develop a capacity improvement project for the San Jose Creek Flood Control Channel in order to reduce the flood threat to Goleta Old Town. The project includes modifications to the existing concrete flood control channel downstream of Hollister Avenue to provide both 100 year flood protection and fish passage during lower flow events.

In March 2007, a professional services contract was awarded to Penfield & Smith Engineers (P&S) for environmental and design services. Since then, the scope of the project has evolved considerably in response to various regulatory requirements and funding constraints. These revisions have resulted in a complicated design requiring the integration of various geotechnical, structural and hydraulic issues related to the proposed channel.

Concerns regarding the proposed design were raised during the plan review process by Santa Barbara County Flood Control staff. These concerns were mainly related to the existing soil conditions and the potential instability of the proposed channel during

seismic events. These concerns were validated by a peer review of the design by a third party independent design professional. In order to address the concerns relating to the proposed design, further geotechnical and structural evaluation/analysis of the project were required.

An Request for Qualifications (RFQ) was issued to firms that have experience on similar projects where geotechnical, structural and hydraulic forces had to be analyzed and integrated into the project design. Staff received five proposals, of which only two met the requirements of the RFQ. In September of 2009 Council awarded a contract for Geotechnical Engineering/Investigation and Design Services to Bengal Engineering Inc. At that time, Staff committed to coming back to Council with an update on the progress of design analysis efforts before proceeding with Final Design.

Bengal Engineering has completed a detailed analysis of soil, hydraulic and seismic conditions. It was determined that due to unstable and inconsistent soil conditions the previously proposed design would not be appropriate. Bengal Engineering then evaluated options for improvements to the channel, created hydraulics modeling to evaluate the channel configuration, met with various stakeholders to define the fish passage geometry and completed preliminary engineering on a new design concept. The product of this effort is a conceptual plan for the project. Santa Barbara County Flood Control has approved the conceptual plan and approach to the project.

#### **DISCUSSION:**

The original scope of the San Jose Creek Capacity Improvement Project, selected through the alternatives analysis, included the reconstruction of the existing Hollister Avenue Bridge over San Jose Creek and the removal of approximately 300 feet of the existing concrete trapezoidal channel near Hollister Avenue. When the fish passage component was added to the project, the proposed geometry of the channel had to be redesigned. Based upon the Caltrans Bridge Inspection Report, it was determined that the Hollister Avenue Bridge could remain in place with alterations to the abutments to increase the flow capacity beneath the bridge.

A comprehensive hydraulic analysis of the proposed project was performed by P&S to determine the resulting floodplain limits. The plans reached the 35% complete stage and the Mitigated Negative Declaration/Environmental Assessment (MND/EA) was completed and approved by the Planning Agency in April 2008. The Conditional Letter of Map Revision (CLOMR) application was submitted to FEMA.

Subsequently, the Flood Control District Board of Directors in considering a memorandum of understanding to fund a portion of the project elected not to approve funding for the project unless the design provided for fish passage. The City formed a fish passage advisory group and hired Ed Zapel, an engineer specializing in fish passage and barrier removal design. The result was a project that will hold the 100 year storm flows and provide for fish passage. An addendum to the final MND/EA was written to account for the design changes necessary to incorporate fish passage. The MND/EA Addendum was approved by the Planning Commission on April 15, 2008.

When the fish passage component was added to the project, the proposed geometry of the channel had to be redesigned. Based upon the Caltrans Bridge Inspection Report, it was determined that the Hollister Avenue Bridge could remain in place with alterations to the abutments to increase the flow capacity beneath the bridge.

Due to inconsistencies in the geotechnical data, staff initiated further investigation of the geotechnical components. The unique soil conditions along the San Jose Creek Channel are far more complex than previously assumed. Most of the soils were imported during the construction of the existing channel. Not being a natural formation it is not possible to extrapolate soil types for any great distance. There is a potential for liquefaction which needed to be quantified to a higher degree of certainty than we had at that time, and this necessitated approximately \$200,000 worth of soil sampling, testing and geotechnical engineering analysis. The geotechnical investigations revealed inconsistent soil types and low strength soils. The previously proposed design would have been vulnerable to failure, especially given that there was no satisfactory way to relieve the groundwater pressure surrounding the solid concrete channel.

Recent inspections of the Hollister Avenue Bridge have also revealed distresses and other signs of reactive aggregate deterioration in the bridge abutments. This information was forwarded to Caltrans and a comprehensive bridge inspection was performed. Additionally, Bengal Engineering arranged for core sampling and reactive aggregate testing to be performed by a certified laboratory. The results of these tests came back positive for reactive aggregate. This presents both a problem and an opportunity for the project.

The existing bridge in and of itself creates a flow constraint that was addressed by design because the addition of the fish passage component left no budget for the replacement of a bridge with a healthy sufficiency rating. If the bridge has the internal problems that we believe it does, the Highway Bridge Program (HBP) would cover 88.53% of the cost of the design and replacement of the bridge. The HBP also will pay for 200 feet of roadway approach on either side of the bridge and also a reasonable section of the channel on either side of the bridge. At this time the City has received funding authorization in the amount of \$100,000 from Caltrans to perform further analysis of the structure; HBP will cover 88.53% of this amount.

The ability to construct a new bridge with a larger flow capacity and a slim profile creates the potential to design the project without the need for floodwalls, which were necessary in the previous design.

A larger bridge opening may also accommodate a bike path undercrossing similar to the Hollister Avenue Bridge over Maria Ygnacio Creek east of Patterson Avenue.

Bengal Engineering, Inc. is a local firm that specializes in projects with complex combinations of geotechnical, structural and hydraulic components. Since 2001 Bengal Engineering has been the recipient of the American Public Works Association (APWA) Project of the Year Award five times, an American Society of Civil Engineers (ASCE)

Project of the Year, a California Society of Professional Engineers Central Coast Project of the Year Award, and a National Association of Counties Achievement Award. Bengal Engineering has worked successfully with the Army Corps of Engineers, Caltrans Division of Structures, California Department of Fish and Game, Santa Barbara County Flood Control and other Flood Control Districts. Bengal Engineering has developed creative designs and construction methodologies which are being adopted by agencies such as the Army Corps.

Bengal Engineering completed a detailed analysis of soil and seismic conditions, completed preliminary engineering, evaluated options for improvements to the channel, created hydraulics modeling to evaluate the channel configuration, and met with various stakeholders to define the fish passage geometry. The product of this effort is a conceptual plan for the project.

Santa Barbara County Flood Control has approved the conceptual plan and approach to the project. An MOU between the City of Goleta and County Flood Control is being prepared. Under this MOU the County's contribution would increase from \$4 million to \$5 million, were the City to be unsuccessful with other outside funding and if project costs increase. Presentations of the Fish Passage channel were made to both environmental regulatory agencies and the Fish Passage Workshop participants who also support the concept. This concept is now ready to proceed to Final Design.

## **DESIGN CONCEPT**

The new design concept is a 50 foot wide channel with vertical walls and an articulated concrete revetment bottom. Vertical walls allow for maximum capacity. The walls will be installed using a Cast in Drilled Hole (CIDH) method. Wall panels will be added from the bottom up. If a section of the channel is damaged by an earthquake, it may be replaced without major construction. The vertical walls will also create more shading for the fish passage channel.

The difficulty with vertical walls in the previous design was the build up of pore pressure behind the walls due to the high groundwater table. The articulated concrete revetment bottom will relieve that excess pore pressure by allowing groundwater to move up through the channel bottom, much like a natural creek. This also means that the use of tiebacks to add additional support for the walls will not be necessary.

Other benefits of the articulated revetment are that it:

- Looks more like a natural creek bottom.
- Allows low flow runoff to be naturally filtered through the bottom into the groundwater.
- Allows for modification of the fish passage channel after construction if fine tuning is needed.

- Allows groundwater to seep up through the bottom which will keep water temperatures lower during low flow conditions, which is healthier for fish.
- If a section is damaged by storm or earthquake it can easily be repaired.
- The bottom will be just as strong to move equipment on as solid concrete.

#### **GOLETA STRATEGIC PLAN:**

The San Jose Creek Channel Capacity and Fish Passage Improvement Project is consistent with Goal 10.0 of the Goleta Strategic Plan entitled “Emphasize Old Town Revitalization,” more specifically Objective 10.2 “Address Flood Control Improvements in Old Town.”

#### **ALTERNATIVES:**

Council may elect not to proceed with this contract, in which case the design process would not move forward and the project would likely not move into construction.

#### **FISCAL IMPACTS:**

This Amendment #1 is \$1,261,646; the original contract amount was \$524,074, for a total of \$1,785,720. This will take the project through Final Design of the Channel and includes Bid support. When Caltrans authorizes replacement funds for the Hollister Avenue Bridge, an amendment will be brought to Council for design of the replacement bridge. HBP funds would cover 88.53% of those costs. Expenditures for the bridge replacement must be tracked separately, “segregated” from other expenses according to Federal requirements.

The City has secured a \$100,000 grant for the fish passage from the Goleta Valley Land Trust. The project is also a finalist for a \$750,000 Fish Passage Grant through Fish and Game. The flood control portion is expected to receive \$1.18 million in Proposition 84 funds. Under the pending MOU with County Flood Control, their commitment has increased from \$4 million up to \$5 million. The County will be participating in the cost of the channel construction, but not replacement of the Hollister Avenue Bridge.

Construction estimates at this stage have a 10% to 12% contingency built in. As design nears completion the estimate will be more finely tuned. Construction costs are not anticipated to increase given the current economic climate. By going out to bid in January the City will still benefit from a very competitive bidding climate.

The adopted 2010-11 budget includes \$9,328,000 in RDA funding for design and project construction. This is a multiyear project. Channel construction will take two years and bridge construction will begin in the latter half of year two and be completed in year three. Therefore, the current RDA budget does not need to be increased at this time. The project will go out to bid in late January for a May construction start date.

Legal Review By:

Reviewed By:

Approved By:

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Tim W. Giles  
City Attorney

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Michelle Greene  
Administrative  
Services Director

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Daniel Singer  
City Manager

**ATTACHMENTS:**

1. Cost Estimate and Funding Table
2. Professional Design Services Amendment #1
3. Bengal Engineering, Inc. Proposal



**CSI Summary Estimate**  
**San Jose Creek Improvements**

| Direct Costs              | Direct Subtotals |
|---------------------------|------------------|
| CSI Number                |                  |
| Demolition and Excavation | \$1,194,000      |
| Articulated Revetment     | \$1,608,370      |
| Concrete Liners           | \$731,184        |
| Fish Passage              | \$3,500,000      |
| Shoring System            | \$10,518,167     |

**Total Direct Costs**      \$4,301.89      **\$17,551,721**

Compared to \$17.1 million in Table 7-4 for Task 10, Construction. With the improved level of design accuracy since this draft estimate was prepared in June 2010, the estimates listed in Table 7-4 are expected to be more representative of the actual costs.

| Indirect Costs                               |        |                     |
|--|--------|---------------------|
| Prime's: General Conditions & Overhead       | 5.00%  | \$877,586           |
| Escalation:                                  | 0.00%  | \$0                 |
| Other: Geographic Factor                     | 0.00%  | \$0                 |
| Contingency: (Design and Contingency)        | 10.00% | \$1,755,172         |
| <b>subtotal of indirect costs</b>            |        | <b>\$2,632,758</b>  |
| <b>subtotal of direct and indirect costs</b> |        | <b>\$20,184,480</b> |
| Prime's: Bond & Insurance                    | 0.00%  | \$0                 |
| Prime's: Fee (Profit)                        | 0.00%  | \$0                 |
| <b>total bonds, insurance and fees</b>       |        | <b>\$0</b>          |

|                              |                   |                     |
|------------------------------|-------------------|---------------------|
| <b>Probable "Bid Cost" =</b> | <b>\$4,947.18</b> | <b>\$20,184,480</b> |
|------------------------------|-------------------|---------------------|

4,080 Length  
 Cost Per LF for Bid Cost      \$4,947.18

| "Soft Costs"                                 |       |     |
|--|-------|-----|
| A/E Fees                                     | 0.00% | \$0 |
| Permits                                      | 0.00% | \$0 |
| Other:                                       | 0.00% | \$0 |
| Contingency: Owners change order contingency | 0.00% | \$0 |

**Total Indirect Costs**      \$0.00      **\$0**

|   |                   |                     |
|---|-------------------|---------------------|
| <b>Probable "Total Construction Cost" =</b> | <b>\$4,947.18</b> | <b>\$20,184,480</b> |
|---|-------------------|---------------------|



### San Jose Creek Improvements

| CSI Number    | Description  | Qty.              | Unit | Unit Cost         | Extension         | Division Total       | Cost Per GSF    |  |
|---------------|--|-------------------|------|-------------------|-------------------|----------------------|-----------------|--|
|               |  |                   |      |                   |                   | Channel Length LF. = | 4,080           |  |
| <b>Div. 2</b> | <b>SITE IMPROVEMENTS</b>   |                   |      |                   |                   |                      |                 |  |
|               | <b>Demolition and Excavation</b>   |                   |      |                   |                   | <b>1,194,000</b>     |                 |  |
|               | Demolition of Both Side of Existing Trapezoid Shape - Both Sides 4,080 LF x 2 = 8,160 LF     | 213,000           | SF   | 3.00              | 639,000           |                      |                 |  |
|               | Demolition of the Bottom of the Chanel   | Included In Above |      |                   |                   |                      |                 |  |
|               | Excavation of Both Side of Existing Trapezoid Shape to Rectangular - Both Sides 4,080 LF x 2 | 37,000            | CY   | 15.00             | 555,000           |                      |                 |  |
|               | <b>Articulated Revetment</b>   |                   |      |                   |                   | <b>1,608,370</b>     |                 |  |
|               | Full width Articulated Revetment   |                   |      |                   |                   |                      |                 |  |
|               | Articulated Revetment From Station 26+00 to 62+95  | 151,237           | SF   | 10.00             | 1,512,370         |                      |                 |  |
|               | Articulated Revetment From Station 21+95 to 26+00= 405 LF with 50' Width= 20,250             | 20,250            | SF   | Included In Above |                   |                      |                 |  |
|               | Articulated Revetment From Station 38+00 to 62+95 = 2,495 LF at 52.50 wide= 130,987 SF       | 130,987           | SF   | Included In Above |                   |                      |                 |  |
|               | 3/4" Crushed Rock  | Included In Above |      |                   |                   |                      |                 |  |
|               | Geotextile   | Included In Above |      |                   |                   |                      |                 |  |
|               | Granular Fill  | Included In Above |      |                   |                   |                      |                 |  |
|               | <b>8'-0" Width Articulated Revetment</b>   |                   |      |                   |                   |                      |                 |  |
|               | Articulated Revetment From Station 26+00 to 38+00= 1,200                                     | 9,600             | SF   | 10.00             | 96,000            |                      |                 |  |
|               | 3/4" Crushed Rock  | Included In Above |      |                   |                   |                      |                 |  |
|               | Geotextile   | Included In Above |      |                   |                   |                      |                 |  |
|               | Granular Fill  | Included In Above |      |                   |                   |                      |                 |  |
|               | <b>Concrete Liners</b>   |                   |      |                   |                   | <b>731,184</b>       |                 |  |
|               | 8" Thk. Concrete Liners on each side of Articulated Revetment from Station 26+00 to 38+00    | 50,400            | SF   | 10.00             | 504,000           |                      |                 |  |
|               | Additional Thicken Conc. Slab about 2' Wide each side  | 178               | CY   | 250.00            | 44,444            |                      |                 |  |
|               | 3/4" Crushed Rock  | 616               | CY   | 40.00             | 24,640            |                      |                 |  |
|               | Geotextile   | 50,400            | SF   | 1.50              | 75,600            |                      |                 |  |
|               | Granular Fill  | 1,232             | CY   | 30.00             | 36,960            |                      |                 |  |
|               | Anchor Bolts   | 1,012             | LOC  | 45.00             | 45,540            |                      |                 |  |
|               | <b>Fish Passage</b>  | 1                 | LS   | 3,500,000.00      | 3,500,000         | <b>3,500,000</b>     |                 |  |
|               | <b>Shoring System</b>  |                   |      |                   |                   | <b>10,518,167</b>    |                 |  |
|               | <b>Drilling 30" Holes for W14 Beams</b>  | 38,000            | VLF  | 20.00             | 760,000           |                      |                 |  |
|               | Drilling 30" Hole  |                   |      |                   |                   |                      |                 |  |
|               | <b>Installation of Solider Beams</b>   |                   |      |                   |                   |                      |                 |  |
|               | <b>Soldier Beams Subtotal</b>  | 2,924             | Tons | 1,900.00          | 5,555,269         |                      |                 |  |
|               | Soldier Beams , at Segment-1, W14 x 90   | 2,191,726         | LBS  | Included In Above |                   |                      |                 |  |
|               | Soldier Beams , at Segment-2, W14 x 211  | 1,856,800         | LBS  | Included In Above |                   |                      |                 |  |
|               | Soldier Beams , at Segment-3, W14 x 370  | 1,799,126         | LBS  | Included In Above |                   |                      |                 |  |
|               | <b>30" Dia Fill with Lean Concrete under 14" Plies at 1, 012 Locations</b>                   |                   |      |                   |                   |                      |                 |  |
|               | <b>30: Holes Subtotal</b>  | 25,098            | VLF  | 45.00             | 1,129,388         |                      |                 |  |
|               | Segment 1 =2,865 Lf @ 8' x 2 sides with 21.5' H  | 15,937            | VLF  | Included In Above |                   |                      |                 |  |
|               | Segment 2 =800 Lf @ 8' x 2 sides with 30' H  | 6,000             | VLF  | Included In Above |                   |                      |                 |  |
|               | Segment 3 =389 Lf @ 8' x 2 sides with 32.5' H  | 3,161             | VLF  | Included In Above |                   |                      |                 |  |
|               | <b>Precast Panels</b>  |                   |      |                   |                   |                      |                 |  |
|               | <b>Precast Panels Subtotal</b>   | 107,640           | SF   | 24.00             | 2,583,360         |                      |                 |  |
|               | Segment 1 =2,865 Lf with 12'-6" H x 2 sides  | 71,625            | SF   | Included In Above |                   |                      |                 |  |
|               | Segment 2 =800 Lf with 14' H x 2 sides   | 22,400            | SF   | Included In Above |                   |                      |                 |  |
|               | Segment 3 =389 Lf with 17'-6" H x 2 sides  | 13,615            | SF   | Included In Above |                   |                      |                 |  |
|               | <b>Cast In Place Concrete Fill Around The Steel Beams</b>                                    | 1,171             | CY   | 250.00            | 292,750           |                      |                 |  |
|               | Segment 1 =2,865 Lf @ 8' x 2 sides with 12.5' H  | 760               | CY   | Included In Above |                   |                      |                 |  |
|               | Segment 2 =800 Lf @ 8' x 2 sides with 14' H  | 243               | CY   | Included In Above |                   |                      |                 |  |
|               | Segment 3 =389 Lf @ 8' x 2 sides with 17.5' H  | 168               | CY   | Included In Above |                   |                      |                 |  |
|               | <b>Misc. Attachments</b>   |                   |      |                   |                   |                      |                 |  |
|               | Architectural Cap  | 8,160             | LF   | 15.00             | 122,400           |                      |                 |  |
|               | Steel Plate Support at PC Panel during Installation  | 1                 | LS   | 50,000.00         | 50,000            |                      |                 |  |
|               | Temporary Shoring  | 1                 | LS   | 25,000.00         | 25,000            |                      |                 |  |
|               | <b>Division Total</b>  |                   |      |                   | <b>17,551,721</b> | <b>17,551,721</b>    | <b>\$ 4,302</b> |  |

# APPENDIX 4-5

## Project 5: Central Coast Water Authority, Water Supply Reliability and Infrastructure Improvement Project

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- MOU
- Coastal Branch Financial Reaches Map
- 2008 April CCWA Board Minutes
- 2009 July CCWA Board Minutes
- 2010 August CCWA Board Minutes
- 2010 October CCWA Board Report
- CCWA Summary of Incurred Project Costs
- AECOM Proposal
- AECOM Technical Memorandum - Engineering Review of Pipeline Repair Alternatives



April 29, 2010

Mr. Matt Naftaly  
Santa Barbara County Water Agency  
123 E. Anapamu Street  
Santa Barbara, California 93101

Subject: Memorandum of Understanding to Participate in Statewide  
Proposition 84 Process - Central Coast Water Authority

Larry Lavagnino  
Chairman

Fred Lemere  
Vice Chairman

William J. Brennan  
Executive Director

Brownstein Hyatt  
Farber Schreck  
General Counsel

*Member Agencies*

City of Buellton

Carpinteria Valley  
Water District

City of Guadalupe

City of Santa Barbara

City of Santa Maria

Goleta Water District

Montecito Water District

Santa Ynez River Water  
Conservation District,  
Improvement District #1

*Associate Member*

La Cumbre Mutual  
Water Company

Mr. Naftaly,

The Board of Directors of the Central Coast Water Authority (CCWA) approved the subject Memorandum of Understanding (MOU) and authorized their Executive Director to execute the agreement during its March 25, 2010 meeting. The Board also authorized the expenditure of funds to fulfill the financial obligations, as stipulated in the MOU. For your records, please find enclosed a copy of the MOU that has been executed by our Executive Director, Mr. Bill Brennan. Would you please have the enclosed copy signed by the appropriate signatories and return a copy to our agency for our files?

Also, we do understand that due to changes in the membership of the Proposition 84 Cooperating Partners that Appendix C of the MOU will be updated and that CCWA will be invoiced by the Santa Barbara County Water Agency for the appropriate amount. Once we receive this invoice, CCWA will move forward with payment.

Thank you for your efforts in coordinating this project and we look forward to working with you. If you need to contact me, please call me at 805-688-2292, ext 228.

Sincerely,

A handwritten signature in black ink, appearing to read "John Brady".

John Brady  
Operations Manager/Engineer  
Central Coast Water Authority

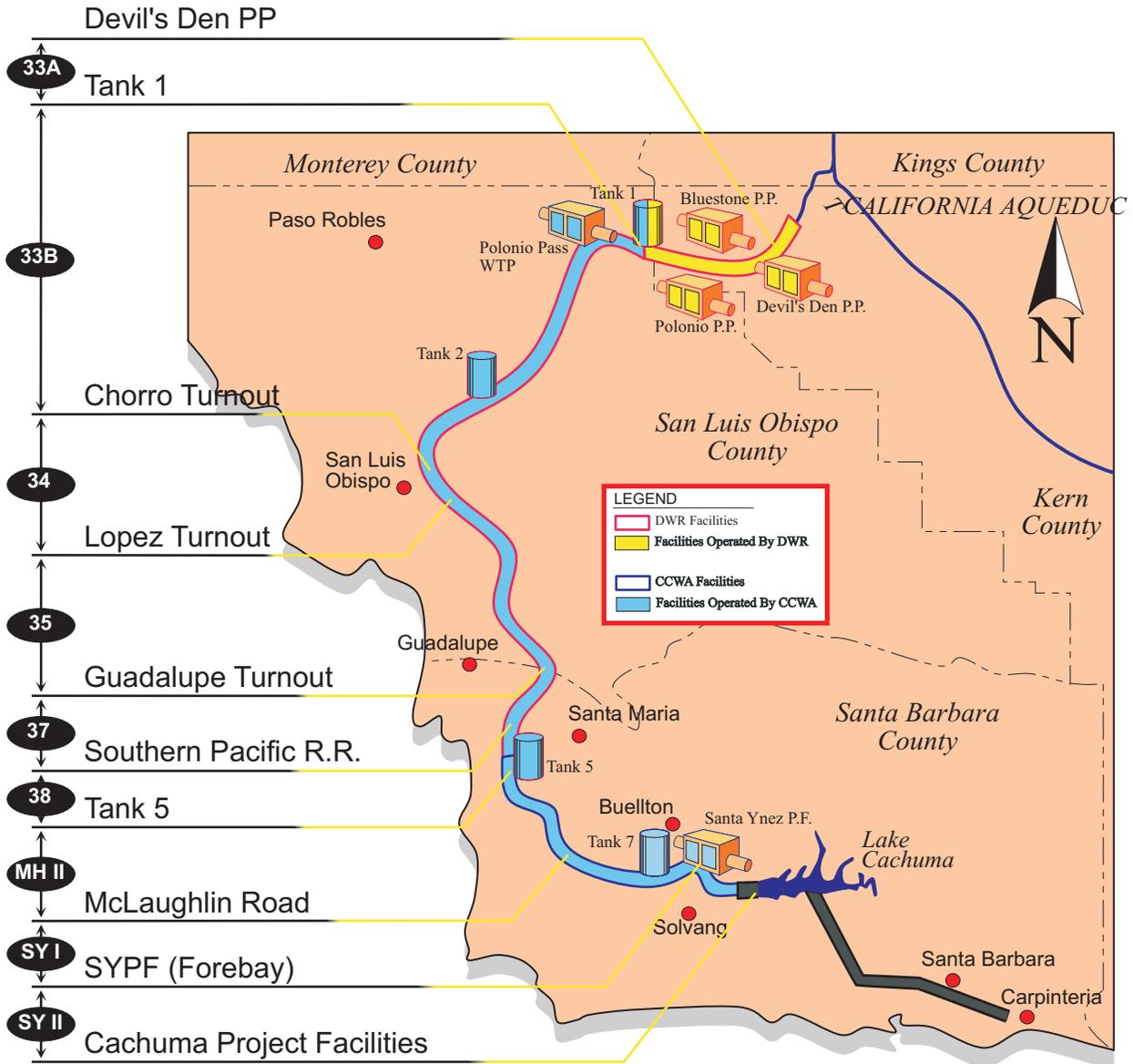
cc: William Brennan  
Executive Director  
Central Coast Water Authority

Jane Grey  
Environmental Planner  
Dudek Consultants

255 Industrial Way  
Buellton, CA 93427-9565  
(805) 688-2292  
FAX: (805) 686-4700



# COASTAL BRANCH FINANCIAL REACHES



| Purveyor               | CONTRACT ENTITLEMENT IN ACRE-FEET BY FINANCIAL REACHES |               |               |               |               |               |               |               |  |
|------------------------|--|---------------|---------------|---------------|---------------|---------------|---------------|---------------|--|
|                        | WTP / 33B  | 34            | 35            | 37            | 38            | MH II         | SY I          | SY II         |  |
| Shandon                | 100  |               |               |               |               |               |               |               |  |
| Chorro Valley          | 2,338  |               |               |               |               |               |               |               |  |
| Lopez                  | 2,392  | 2,392         |               |               |               |               |               |               |  |
| Guadalupe              | 550  | 550           | 550           |               |               |               |               |               |  |
| Santa Maria            | 16,200   | 16,200        | 16,200        | 16,200        |               |               |               |               |  |
| SCWC                   | 500  | 500           | 500           | 500           |               |               |               |               |  |
| Vandenberg AFB         | 5,500  | 5,500         | 5,500         | 5,500         | 5,500         | 5,500         |               |               |  |
| Buellton               | 578  | 578           | 578           | 578           | 578           | 578           | 578           |               |  |
| Santa Ynez (Solvang)   | 1,500  | 1,500         | 1,500         | 1,500         | 1,500         | 1,500         | 1,500         |               |  |
| Santa Ynez             | 500  | 500           | 500           | 500           | 500           | 500           | 500           |               |  |
| Goleta                 | 4,500  | 4,500         | 4,500         | 4,500         | 4,500         | 4,500         | 4,500         | 4,500         |  |
| Morehart Land          | 200  | 200           | 200           | 200           | 200           | 200           | 200           | 200           |  |
| LaCumbre               | 1,000  | 1,000         | 1,000         | 1,000         | 1,000         | 1,000         | 1,000         | 1,000         |  |
| SB Research            | 50   | 50            | 50            | 50            | 50            | 50            | 50            | 50            |  |
| Santa Barbara          | 3,000  | 3,000         | 3,000         | 3,000         | 3,000         | 3,000         | 3,000         | 3,000         |  |
| Montecito              | 3,000  | 3,000         | 3,000         | 3,000         | 3,000         | 3,000         | 3,000         | 3,000         |  |
| Carpinteria            | 2,000  | 2,000         | 2,000         | 2,000         | 2,000         | 2,000         | 2,000         | 2,000         |  |
| <b>TOTAL ACRE-FEET</b> | <b>43,908</b>  | <b>41,470</b> | <b>39,078</b> | <b>38,528</b> | <b>21,828</b> | <b>21,828</b> | <b>16,328</b> | <b>13,750</b> |  |

**MINUTES OF THE  
CENTRAL COAST WATER AUTHORITY  
BOARD OF DIRECTORS**

**April 24, 2008**

**I. Call to Order and Roll Call**

Chairman Trujillo called the April 24, 2008, Central Coast Water Authority (CCWA) Board of Directors meeting held at 255 Industrial Way, Buellton, California, to order at 9:00 a.m. Attachment No. 1 is a list of those in attendance.

CCWA member agencies with voting privileges were represented by:

|                    |   |
|--------------------|---|
| Harlan Burchardi   | Santa Ynez River Water Conservation District, ID #1 |
| Fred Lemere        | Carpinteria Valley Water District                   |
| Lynette Mills      | Goleta Water District                               |
| Dale Molesworth    | City of Buellton                                    |
| Richard Shaikewitz | Montecito Water District                            |
| Leo Trujillo       | City of Santa Maria                                 |

Bill Brennan, CCWA Executive Director, requested the Board's approval to add an informational item "Delta Conveyance Coordination" to the Agenda.

Motion to add item IV.G. "Delta Conveyance Coordination" to the agenda was made by Director Lemere, seconded by Director Molesworth, and carried.

**II. Public Comment**

There was no public comment.

**III. Consent Calendar**

- A. Approve Minutes of the March 27, 2008 Regular Meeting
- B. Approve Bills
- C. Controller's Report
- D. Operations Report

Motion to approve the Consent Calendar was made by Director Molesworth, seconded by Director Burchardi, and carried.

**IV. Executive Director's Report**

- A. Operations Update

John Brady, CCWA Operations Manager/Engineer, reported on plant production, chemical costs, and totals pumped into Lake Cachuma:

It is unlikely that the current GAC Project will be completed by the end of FY 2007/08 and the FY 2007/08 budget will be insufficient to fund the project.

Motion to carry over \$168,400 from the FY 2007/08 Budget to the FY 2008/09 Budget; change the GAC in three filters using the combined FY 2007/08 and FY 2008/09 Budgets to fund the project; reduce the draft FY 2008/09 GAC budget by \$101,455; and enter into a contract with Carbon Activated for the replacement of the GAC in three filters at the Water Treatment Plant for \$287,434.34 was made by Director Burchardi, seconded by Director Trujillo, and carried.

C. Bulk Chemical Contracts

John reported that CCWA solicited competitive bids for Aluminum Sulfate, Liquid Chlorine, Sodium Hydroxide, Ammonium Hydroxide, and Sodium Bisulfite on March 28, 2008 and the bids were opened on April 14, 2008. The lowest responsible bids are:

| <b>Chemical</b>    | <b>Company</b>    | <b>Cost</b>        |
|--------------------|-------------------|--------------------|
| Aluminum Sulfate   | General Chemical  | \$348.00/dry ton   |
| Chlorine           | Jones Chemical    | \$410.00/ton       |
| Sodium Hydroxide   | Olin Chlor Alkali | \$649.90/dry ton   |
| Ammonium Hydroxide | Airgas            | \$1,275.00/dry ton |
| Sodium Bisulfite   | Jones Chemical    | \$1,272.00/dry ton |

Motion to approve entering into bulk chemical contracts for the purchase of Aluminum Sulfate, Chlorine, Sodium Hydroxide, Ammonium Hydroxide, and Sodium Bisulfite with the lowest responsive bidders was made by Director Molesworth, seconded by Director Shaikewitz, and carried.

D. Finance Committee Report

1. FY 2007/08 Third Quarter Investment Report

Ray Stokes, CCWA Deputy Director, summarized highlights of the FY 2007/08 Third Quarter Investment Report. As of March 31, 2008, the investment portfolio totaled \$28.5 million with a 3.73% effective rate of return on an average daily balance for the month of March 2008 of approximately \$28.5 million.

Current pro forma projections indicate that CCWA will have sufficient funds with which to operate for the next six months.

The Finance Committee recommended Board approval of the FY 2007/08 Third Quarter Investment Report.

Motion to approve the FY 2007/08 Third Quarter Investment Report was made by Director Burchardi, seconded by Director Molesworth, and carried.

2. FY 2008/09 Four Year Financial Plan Projections

Ray reported that projections of future Department of Water Resources (DWR) revenue bond debt service payments for the Coastal Branch Extension project facilities had been presented at the March 27, 2008 Board meeting. Over the next few years, from year-to-year the projected debt service payments reflect significant increases and decreases.

DWR has agreed to change the method used in issuing refunding revenue bonds. The bonds will be refinanced by series to retain the original debt service level payment amounts and terms at a lower interest rate.

Revenues available from year-to-year to pay rate management credits fluctuate significantly. To reduce some uncertainty in the CCWA budgeting process, staff recommends waiting until actual rate management credits are provided by DWR and applying the actual credits to the budget and corresponding invoices.

The Finance Committee recommends that the Board approve advising the project participants that voluntary payment to help level their State water payments may be made to CCWA; that rate management credit projections be eliminated for 2009; and that future budgets be based on actual rate management credits received each year.

Ray will send the information on voluntary prepayment to help offset future spikes in the State water payments to the project participants.

Motion to eliminate the 2009 rate management credits from the FY 2008/09 Budget and base future budgets on the actual rate management credits received from DWR was made by Director Lemere, seconded by Director Molesworth, and carried with Director Shaikewitz abstaining.

3. Annual Review of the CCWA Investment Policy

Ray stated that in the past year there have been no changes in the law that would require amendment of CCWA's Investment Policy.

The Finance Committee recommended Board approval of making no changes to the CCWA Investment Policy.

Motion to make no changes to the CCWA Investment Policy was made by Director Burchardi, seconded by Director Molesworth, and carried.

E. Personnel Committee Report

1. Proposed FY 2008/09 Staff Salary Treatment

Bill provided background on the Board approved staff salary treatment process and summarized the FY 2008/09 salary pool recommendation.

Motion to amend the EBP policy so that the annual calculation is based on the actual numbers from the prior fiscal year, and to require no employee contribution for benefits for FY 2008/09 was made by Director Lemere, seconded by Director Burchardi, and carried.

F. Final FY 2008/09 Budget

Ray reviewed the proposed change to the FY 2008/09 Preliminary Budget.

Staff recommended the replacement of granular activated carbon (GAC) in three of the Water Treatment Plant filters using \$168,400 from FY 2007/08 funds and \$121,035 from FY 2008/09 funds. Combining the FY 2007/08 and FY 2008/09 projects would result in a net budget reduction of \$101,455.

Additionally, staff requested approval to obtain bids for those projects included in the budget that require a formal bidding process.

Motion to approve the Final FY 2008/09 Budget as outlined in the staff report and to authorize staff to obtain bids for those projects included in the FY 2008/09 Budget that require formal bids was made by Director Burchardi, seconded by Director Lemere, and carried.

G. Delta Conveyance Coordination

Bill reported that the environmental work and preliminary design of an isolated facility (peripheral canal) are moving rapidly. The facility will affect both the State Water Project (SWP) and the Central Valley Project (CVP), and will be large enough to transport water for both the SWP and the CVP. The current estimated cost for that isolated facility is between \$4 billion - \$5 billion (design and construction only).

Director Shaikewitz asked about the \$20 million planning cost previously discussed. Bill explained that the initial planning costs for 2008 are still estimated at \$22-\$24 million. DWR is currently estimating that between 2008 and 2010 the planning costs will be approximately \$140 million. Ray stated that the amount is for both the State Water Contractors (SWC) and CVP contractors. Director Shaikewitz asked if the federal contractors would be paying half of that cost. Bill stated that the current plan is for SWC and the CVP to each pay half.

Funding and management of the project need to be addressed.

- Near term, funding will have serious cash flow implications because DWR does not have an extra \$140 million over the next three years. The SWC will have to enter into a financial agreement with DWR to pay this cost over the next three years.
- The SWP and the CVP contractors desire to provide a role in the design, construction financing, and management of the Delta Conveyance facilities.

A group comprised of Ray Stokes, Steve Arakawa from Metropolitan Water District, Tom Levy from the Coachella Valley Water District, and Tom Clark from the Kern County Water Agency is working with DWR to put this funding approach together.

A new Exporter Joint Powers Authority comprised of SWP and CVP contractors is being assembled. CCWA would be asked to join in order to participate in the Delta Conveyance work.

Participating SWC and CVP contractors would be asked to approve the necessary funding and, in the case of the SWC, added to their Statement of Charges. Each SWC would sign a memorandum of agreement with DWR that would provide the SWC with participation rights and allow DWR to add the additional cost on the Statement of Charges.

Ray stated that this arrangement would protect cash for rate management credits. DWR will have an estimate of the SWC share for three years and add that on the Delta Water Charge. This will generate about \$5 million a year. A Delta Water Charge cost incurred today is paid for until the end of the Project repayment period (2035), which creates a deficit on the Delta Water Charge. CCWA wants to minimize any deficit in the Delta Water Charge because it comes out of rate management credits. With the proposed funding mechanism, the SWC and the CVP are going to make up the difference between what is collected under the Delta Water Charge and what is actually incurred so there will be no impact to rate management credits.

Director Shaikewitz asked the amount of CCWA's obligation. Ray stated that CCWA would be obligated for approximately 1% of the total through the Delta Water Charge and the amount paid voluntarily. The Delta Water Charge in the CCWA FY 2008/09 budget had been increased by \$5 AF in anticipation of this type of a funding mechanism. It is likely that all of the 2008 amount and the anticipated amount for 2009 will be on the Statement of Charges. Ray explained that at the end of the three years and when a notice of determination on the project is obtained, DWR will issue revenue bonds and the SWC will get their money back. If, for some reason, the project does not go ahead those contractors advancing monies would be repaid with interest from 2011 until the end of the current contract.

Bill stated that the process must also ensure that the CVP contractors make their contributions in a timely manner.

The advanced funding amount (currently estimated at \$14 and \$18 acre-foot over a three-year period or \$5 to \$8 acre-foot a year) would appear as a separate line item on the DWR bill. In such case, CCWA would contribute approximately \$250,000 - \$275,000 annually.

**V. Closed Session**

1. Public Employee Performance Evaluation
2. Conference with Labor Negotiator

The Board retired to Closed Session at 11:25 a.m. and reconvened at 11:59 a.m. with no action reported.

**VI. Reports from Board Members for Information Only**

There were no reports from Board members

**VII. Items for Next Regular Meeting Agenda**

- A. Santa Barbara County Suspended Water Update
- B. Central Coast Water Supply Reliability Agreement (San Luis Obispo County Dry Year Program) Update

**VIII. Date of Next Regular Meeting: May 22, 2008**

**IX. Adjournment**

The meeting adjourned at 12:01 p.m.

Respectfully submitted,

---

William J. Brennan  
Secretary to the Board

/sr

**MINUTES OF THE  
CENTRAL COAST WATER AUTHORITY  
BOARD OF DIRECTORS**

**July 23, 2009**

**I. Call to Order and Roll Call**

Chairman Lavagnino called the July 23, 2009, Central Coast Water Authority (CCWA) Board of Directors meeting held at 255 Industrial Way, Buellton, California, to order at 9:00 a.m. Attachment No. 1 is a list of those in attendance.

CCWA member agencies with voting privileges were represented by:

|                  |  |
|------------------|--|
| Ed Andrisek      | City of Buellton                                       |
| Bert Bertrando   | Goleta Water District                                  |
| Harlan Burchardi | Santa Ynez River Water Conservation District,<br>ID #1 |
| L. J. Lavagnino  | City of Santa Maria                                    |
| Fred Lemere      | Carpinteria Valley Water District                      |
| Tom Mosby        | Montecito Water District                               |

**II. Public Comment**

There was no public comment.

**III. Consent Calendar**

- A. Approve Minutes of the April 23, 2009, Regular Meeting
- B. Approve Bills
- C. Controller's Report
- D. Operations Report

Motion to approve the Consent Calendar was made by Director Burchardi, seconded by Director Andrisek, and carried.

**IV. Appointment of Ad Hoc Water Transfer Committee**

Chairman Lavagnino appointed Chris Dahlstrom, Director Shaikewitz, and Richard Sweet to the newly reactivated Ad Hoc Water Transfer Committee for a term to coincide with that of the Chairman of the Board.

**V. Executive Director's Report**

- A. Operations Update

John Brady, CCWA Operations Manager/Engineer, reported on plant production, chemical costs, and totals pumped into Lake Cachuma:

|            | Plant Production<br>(AF) | Chemical<br>Costs (\$/AF) | SYPF Pumping Total<br>(AF) |
|------------|--------------------------|---------------------------|----------------------------|
| April 2009 | 1,561                    | \$52.78                   | 345                        |
| May 2009   | 2,247                    | \$36.37                   | 715                        |
| June 2009  | 2,433                    | \$28.43                   | 474                        |

### **WATER TREATMENT PLANT**

- The annual update to the Water Treatment Plant Operations Plan was completed and submitted to the Department of Public Health.
- A new gate was installed in the plant's perimeter security fencing to provide access to the raw water pipeline right-of-way.
- The chemical contracts were extended for a one-year period.
- The Plant's Risk Management Plan (RMP) and Spill Prevention Control and Countermeasures (SPCC) were completed and submitted prior to the deadline.
- The third waste wash water pump was rebuilt.
- The main access road was serviced through crack filling, fog seal, and restriping.  
Dave Renelle, Maintenance Foreman, received instrumentation training through ISA.

### **DISTRIBUTION**

- Distribution Technicians Eric Kieding and Bill Taylor attended the 2009 Western States Corrosion Seminar at Cal Poly Pomona.
- Don Ross, IT/Instrumentation and Control Specialist, received security camera software training.
- The Santa Ynez Pumping Plant outlet flow meter was replaced and a modified meter vault cover was installed.

### **LABORATORY**

- The Initial Distribution System Evaluation (IDSE) was completed and the monitoring report and proposed monitoring schedule was submitted to the Department of Public Health.
- The second chlorite jar test was conducted.

### **GENERAL**

- The draft Kennedy Jenks design basis memorandum for the Santa Ynez Pumping Plant Bisulfite Tank Design was reviewed and analyzed
- The Westland District Pump-in Proposal was reviewed and an assessment of the impact to CCWA participants prepared.
- An electrical review of the server room in the Buellton Administrative office was conducted to determine code compliance.
- CCWA volunteered to serve as a Steering Committee Member for the Prop 84 Grant Application project. The MOU for this project was executed and the participation fee was paid, as required.

B. 2009 State Water Project Table A Amount Allocation and 2008 Carryover

Bill Brennan, CCWA Executive Director, stated that the Department of Water Resources (DWR) 2009 State Water Project Table A Amount Allocation remains at 40%. Carryover and water transfer programs, however, have increased the average allocation for CCWA project participants to 68%.

DWR exports from the Delta increased to over 5,000 cfs beginning July 1 when the delta smelt restrictions were lifted.

C. Finance Committee Report

1. FY 2008/09 Fourth Quarter Investment Report

Ray Stokes, CCWA Deputy Director, summarized highlights of the FY 2008/09 Fourth Quarter Investment Report. As of June 30, 2009, the investment portfolio totaled \$66.6 million with a 1.13% effective rate of return on an average daily balance for the month of June 2009 of approximately \$66.6 million.

Current pro forma projections indicate that CCWA will have sufficient funds with which to operate for the next six months.

The Finance Committee recommended Board approval of the FY 2008/09 Fourth Quarter Investment Report.

Motion to approve the FY 2008/09 Fourth Quarter Investment Report was made by Director Burchardi, seconded by Director Lemere, and carried.

D. Sodium Bisulfite Tank Project (C-06SBMOD) Carry Over Budget

John stated that due to work load and other projects with higher priority, the FY 2006/07 Santa Ynez Bisulfite Tank Modification Project was carried over into FY 07/08 and again into FY 08/09.

Because of some operational issues, staff recommended that the services of an experienced engineering firm be retained to review the system and complete a retrofit design. The Board approved the recommendation and authorized transferring \$13,291 from the Distribution Engineering Services Budget to the Sodium Bisulfite Tank Project Budget.

Due to engineering evaluation and staff review, the project evolved into a full system retrofit project and the following recommendations were made.

- o Approve the transfer of \$5,708.23 remaining FY 08/09 funds from the SYPP Outlet Meter Replacement Project (C-08SYPSFM) to the Sodium Bisulfite Tank Project Budget (C-06SBMOD);

- Approve the transfer of \$2,178.74 remaining FY 08/09 funds from the Sodium Bisulfite Level Transmitter Project (C-07SBLVLT) to the Sodium Bisulfite Tank Project (C-06SBMOD); and
- Approve the transfer of \$45,348.03 remaining FY 08/09 funds from the SYPP Electrical Variable (Budget Item 5800.31-DIST) budget to the Sodium Bisulfite Tank Project (C-06SBMOD).

Motion to approve the recommendations set forth in the staff report was made by Director Andrisek, seconded by Director Burchardi, and carried.

E. Accounting Software Upgrade Carry Over

Ray requested a \$51,000 carryover of FY 2008/09 funds for an accounting software upgrade and the purchase of human resources software. Microsoft will no longer support the version of Solomon accounting software CCWA currently uses after June 30, 2010. The estimated cost of the software and consultant work to complete the upgrade is \$34,000.

Currently, much of the human resources tracking for vacation, sick leave, and other HR information is done through spreadsheets, word documents, and in-house forms. The estimated cost for the HR software and consultant work for implementation is \$17,000.

CCWA was selected as a candidate to apply for grant monies from Orfaea Foundation's "Aware and Prepare" program the mission of which is "to create a community partnership to strengthen capabilities to mitigate, prepare for, respond to, and recover from an emergency or disaster in Santa Barbara County."

CCWA staff completed the grant application with the Orfaea Foundation for additional IT equipment and anticipates that the notice of grant application will be received in the fall of 2009.

Motion to approve the carryover of funds from FY 2008/09 to FY 2009/10 for the accounting software upgrade and human resources software purchase in the amount of \$51,000 was made by Director Burchardi, seconded by Director Bertrando, and carried.

F. Carryover of Project Funds from FY 2008/09 to FY 2009/10

Ray stated that due to timing and scheduling, certain capital expenditures and non-capitalized projects included in the FY 2008/09 budget were not expended.

Ray requested FY 2008/09 carryover of project funds in the total amount of \$220,507

- Miscellaneous Concrete Repairs - \$11,250 (WTP) Non-Capitalized

- Fall Protection Equipment Tank 2, 5 & EDV - \$6,201 (Reaches 33B, 34 & 35) Non-Capitalized Project
- Fire Pump Control Panel Replacement - \$6,607 - (WTP) Capitalized Project
- Santa Ynez Pumping Plant Bisulfite Tank \$53, 235 (Santa Ynez II)
- Permitting of Santa Ynez II Erosion Repairs - \$67,289 (Santa Ynez II) –Capital Project
- Vehicle Replacements - \$9,175 – (All Distribution Financial Reaches) Capital Purchase
- Accounting Software Upgrades - \$51,000 (Administration)
- Land acquisition for the Habitat Conservation Plan (HCP) - \$15,750

CCWA applied for a grant with the Orfalea Foundation's Aware and Prepare program that provides grant funds to agencies in the County needing additional funds for disaster preparedness. If those funds become available, it will help offset CCWA's budget for 2009/10 on the disaster preparedness project.

Motion to approve the FY 2008/09 Budget carryover of project funds in the total amount of \$220,507 to FY 2009/10 was made by Director Andrisek, seconded by Director Burchardi, and carried.

#### G. 1. San Luis Obispo County 2009 Transfer Program Update

Bill stated that 2009 is the second year of the program with 5,924 acre-feet of Table A water having been made available, but only 3,869 acre-feet purchased.

A majority of the requested San Luis Obispo County (SLOC) 2009 transfer water will be delivered by the end of July.

In order to comply with DWR bookkeeping requirements, CCWA must purchase and physically take delivery of the water remaining in this year's SLOC transfer water program before the end of the calendar year.

Bill asked that any project participant interested in any or all of this water contact him as soon as possible.

#### G.2. Carryover Update

Bill stated that according to the Water Supply Contract a contractor must annually declare whether it wishes to store any water it believes to be in excess of its needs, or sell it in one of the two annual DWR Turn-back Pools.

Article 56(c) allows Contractors to store project water outside its service area. Water may be stored as long as storage capacity exists. Contractors will not be charged additional fees for storing water in this program. Contractors may not sell stored water in the year that it was stored.

Storage space in San Luis Reservoir is allocated in proportion to total Table amounts of those participating in the storage program.

### G.3. Carpinteria Valley Water District Table A Option Agreement Update

At its March 26, 2009 regular meeting, the Board approved a processing agreement for the benefit of the Carpinteria Valley Water District (CVWD) allowing staff time and consultant costs associated with the sale or option to sell a portion of CVWD's Table A to be charged directly to CVWD.

CVWD is updating its 2006 Water Reliability Strategies for 2030 report and has confirmed that it has water supplies in excess of its needs. CVWD is completing a CEQA draft negative declaration that reflects this "determination of surplus water supplies." Staff does not believe that CCWA is a responsible party for CEQA purposes.

Charles Hamilton, CVWD's General Manager, provided a status update. CVWD entered into an option agreement with Plains Exploration and Production Company (PXP) to hold an option to transfer the right to use CVWD's allotment. This year PXP sent CVWD a letter saying they were no longer interested in acquiring water. That amount of water has been released and CVWD is looking at a potential decision by the CVWD Board to determine that up to 1,000-acre feet of State water is available for sale.

CVWD is expected to have a CEQA document ready in about two weeks. CVWD will be sending the CEQA documents to Bill at that time. Charles stated that he thinks the suggestion that the Transfer Committee meet is a good one.

### H. DWR Statement of Charges Update

Ray outlined various issues currently being addressed by CCWA staff and the State Water Contractors (SWC). The main areas addressed were:

- Recently discovered errors in the Statement of Charges for CCWA (Santa Barbara County)
- Other items of protest raised by CCWA regarding the Statement of Charges
- Possible DWR Account Yearend Deficits
- Possible Tolling Agreement Extension

In 2006, each of the contractors entered into a Tolling Agreement with DWR agreeing not to initiate litigation against DWR on any item in the Statement of Charges through the tolling period. The Agreement, which is scheduled to expire September 30, 2009, covers the 2007, 2008, and 2009 Statement of Charges. The State Water Contractors Audit-Finance Committee created a work group to resolve items of protest that were raised by individual contractors. Since not all of those items will be resolved by

September 30, 2009, extending the Agreement to the end of 2010 is being considered.

Motion to recommend that the County of Santa Barbara execute an extension of the Tolling Agreement to December 31, 2010 with a provision that the San Joaquin Valley Drainage Program be placed on a Tolling Agreement exhibit as a 60-day call-out item was made by Director Burchardi, seconded by Director Lemere, and carried.

I. 2009 Goals Update

Bill reviewed highlights of the 2009 Goals Update.

J. State Water Project Update

Among matters discussed were

- Delta smelt
- Salmon
- Longfin smelt
- Green Sturgeon
- Legislative analysts' interest in reorganizing the resource agency and possibly pulling the State water project and making it an independent water agency.
- Contract extension

**VI. Reports from Board Members for Information Only**

Director Lemere asked if CCWA was devoting any resources to Quagga and Zebra mussel research. Bill stated that while CCWA is not individually devoting funds, State Water Resources and DWR are focusing on the matter.

**VII. Items for Next Regular Meeting Agenda**

**VIII. Date of Next Regular Meeting: August 27, 2009**

**IX. Adjournment**

The meeting adjourned at 11:26 a.m.

Respectfully submitted,

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William J. Brennan  
Secretary to the Board

/sr

**AMENDED MINUTES OF THE  
CENTRAL COAST WATER AUTHORITY  
BOARD OF DIRECTORS**

**August 26, 2010**

**I. Call to Order and Roll Call**

Chairman Lavagnino called the August 26, 2010, Central Coast Water Authority (CCWA) Board of Directors meeting held at 255 Industrial Way, Buellton, California, to order at 9:00 a.m. Attachment No. 1 is a list of those in attendance.

CCWA member agencies with voting privileges were represented by:

|                    |   |
|--------------------|---|
| Ed Andrisek        | City of Buellton                                    |
| Harlan Burchardi   | Santa Ynez River Water Conservation District, ID #1 |
| L. J. Lavagnino    | City of Santa Maria                                 |
| Bill Rosen         | Goleta Water District                               |
| John Sabedra       | City of Guadalupe                                   |
| Richard Shaikewitz | Montecito Water District                            |

**II. Public Comment**

There was no public comment.

**III. Consent Calendar**

- A. Approve Minutes of the August 26, 2010 Regular Meeting
- B. Approve Bills
- C. Controller's Report
- D. Operations Report

Motion to approve the Consent Calendar was made by Director Burchardi, seconded by Director Sabedra, and carried.

**IV. Executive Director's Report**

- A. Operations Update

John Brady, CCWA Operations Manager/Engineer, reported on plant production, chemical costs, and totals pumped into Lake Cachuma:

|           | Plant Production<br>(AF) | Chemical Costs<br>(\$/AF) | SYPF Pumping<br>(AF) |
|-----------|--------------------------|---------------------------|----------------------|
| June 2010 | 2,447                    | \$32.62                   | 121                  |
| July 2010 | 3,321                    | \$26.24                   | 354                  |

## Water Treatment Plant

- Reviewed and finalized the Heating Air Conditioning and Ventilation (HVAC) specifications and drawings.
- Upgraded the communication system between the Department of Water Resources (DWR) operation and the CCWA SCADA system to a Wi-Fi connection.
- The County of San Luis Obispo, Environmental Health Department inspection identified no significant issues at the Water Treatment Plant.

## Distribution

- Prepared the Hazardous Materials Business Plans for the Tanks 5 and 7 chlorination systems and submitted them to Santa Barbara County Environmental Health Department.

## Laboratory

- Hired Jeff Tice as the new Senior Chemist.

## General

- Provided Board Member Dale Francisco with a tour of the CCWA system.
- Prepared the annual Operations and Maintenance Report and submitted it to the Department of Water Resources.
- Installed and activated new financial software, MS Dynamics SL 7.0.

## B. Proposed Carryover of Project Funds from FY 2009/10 to FY 2010/11

John stated that three projects were not completed in FY 2009/10. Staff proposes to carry-over the associated budgets into FY 2010/11 and complete the projects.

The total of requested project funds to be carried over is \$165,652.

- Erosion Repair SYII Pipeline (C-08EROSRP) – Capitalized Project (SYII) - \$119,000
- HVAC Controls Replacement (C-09HVAC) – Capitalized Project (WTP) - \$27,631
- MS Dynamic SL Upgrade/Software Additions (C-09SL-UPG) – Capitalized Project (AMD) - \$19,021

Motion to approve the carryover of project funds in the total amount of \$165,652 from FY 2009/10 to FY 2010/11 was made by Director Burchardi, seconded by Director Andrisek, and carried.

## C. Santa Ynez II Pipeline Repair Project (C-08EROSRP)

John reviewed the background and history of the erosion damage to the pipeline. AECOM, an engineering consulting firm, hired to evaluate and recommend alternatives for addressing the erosion damage presented several

alternatives for dealing with the two exposed pipeline locations. Both AECOM and CCWA staff believe it prudent to move forward with an interim repair option combining point replacement and riprap alternatives at an estimated cost of \$632,000.

The SY II Pipeline Repair Project was accepted to be included in the Prop 84 implementation grant application. If the application is successful, the \$632,000 cost would be reduced by \$300,000 and require 50% in matching funds.

At its July 8, 2010 meeting, the Operating Committee formed an Ad Hoc Committee comprised of representatives of the South Coast participants and SYRWCD ID#1 to consider this matter. Additional details about the project were presented to the Ad Hoc Committee on August 3, 2010.

The consensus of the Ad Hoc Committee was

- to proceed with the request for carryover of project funds with the caveat that no funds will be expended without Board approval
- to postpone the project until more is known about possible Prop 84 funding
- to evaluate at what point continued operation of the pipeline with response maintenance will damage the pipeline and require repair to continue, and
- to prepare long-term plans for pipeline replacement.

Bill stated that the risk in taking the South Coast recommendation is that depending on how long the design and permits take we remain vulnerable to risk of catastrophic failure. If we proceed with the engineering now, however, we could decrease that period of vulnerability.

It was the consensus of the Board that the Ad Hoc Committee plan was acceptable since the Committee members would be taking the risk. No action will be taken to repair the SYII pipeline. Funds were transferred from last year into this year, and CCWA will wait for the Prop 84 funds to become available.

Bill asked when we would know about receiving the Prop 84 funds. John stated that grant funding would not take place until June 2011.

D. Emergency Repair of Water Treatment Plant Chlorine Scrubber Unit Ratification

Bill stated that the chlorine scrubber, a critical safety device used to control accidental releases of chlorine gas, had been found to be damaged and at risk of failure.

A repair plan was developed. The project was not anticipated and therefore not included in the CCWA FY 2010/11 budget and exceeded the Executive Director's approval authority. Because of the emergency nature of the project and with the Water Treatment Plant budget having sufficient funds to cover the project, the Chairman of the Board authorized staff to proceed.

Motion to ratify the expenditure of funds from the Water Treatment Plant Equipment Repairs and Maintenance line item for the chlorine scrubber repair

Section 54956.9(a)

- A. Central Delta Water Agency v. Department of Water Resources, Sacramento Superior Court Case No. 34-2010-80000561.
- B. Central Delta Water Agency v. Kern County Water Agency, Kern County Superior Court Case No. S-1500-CY-270965.

The Board retired to closed session at 10:47 a.m. No reportable action resulted from the closed session which reconvened at 11:25 a.m.

**VI. Reports from Board Members for Information Only**

There were no reports from Board members.

**VII. Items for Next Regular Meeting Agenda**

**VIII. Date of Next Regular Meeting: September 23, 2010**

**IX. Adjournment**

The meeting was adjourned at 11:26 a.m.

Respectfully submitted,

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William J. Brennan  
Secretary to the Board

/sr



## CENTRAL COAST WATER AUTHORITY

### MEMORANDUM

October 1, 2010

**TO:** Board of Directors

**FROM:** John Brady, Operations Manager/Engineer

**SUBJECT:** Santa Ynez II Pipeline Repair Project (C-08EROSRP)  
Report to Ad-Hoc Committee

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#### **BACKGROUND**

CCWA owns and operates a pipeline that delivers water from the Santa Ynez Pumping Plant to Lake Cachuma. This pipeline was originally constructed in the 1960s and is 30 inches in diameter and 12 miles long. CCWA acquired the pipeline in the mid-1990s to complete its water conveyance system for its south Santa Barbara County Participants.

Due to periodic large scale flows through the river, the pipeline has a history of the soils surrounding the pipeline eroding away leaving sections of the pipe exposed. Several repair projects have been completed and they include (1) a section of pipeline was realigned in 1967 to prevent future erosion and (2) several sections of the exposed pipeline were repaired, primarily by encasement in concrete, in 1992/1993.

Pipe exposed in this manner is placed at risk of failing for two reasons: (1) the exposed pipe has lost the structural confinement of backfill, which is an important strengthening component of the pipeline; and, (2) the exposed pipeline section will bridge and obstruct water flow, which will subject the pipeline to strong external forces arising from the impact of high water flows.

Currently, there are two areas of exposed pipe:

- Immediately downstream of the Bradbury Dam spillway.
- Immediately upstream of the confluence of the San Lucas Creek and Santa Ynez River.

#### **Ad-Hoc Committee Meetings, Deliberations and Board Actions**

CCWA staff prepared a Project Report, dated June 30, 2010, and presented the report to the CCWA Operations Committee during its July 8, 2010 meeting. In response to staff's presentation, the CCWA Operations Committee formed an Ad-Hoc Committee for the purposes of evaluating and providing direction for the Santa Ynez II Pipeline Repair Project. The Ad-Hoc Committee members included representatives from agencies with a direct financial stake in the project, namely the South County CCWA Participants and Santa Ynez RWCD ID #1. The Ad-Hoc Committee convened on August 3, 2010 and CCWA staff presented additional details about the project. Following the staff presentation and subsequent discussion among the committee members, the general consensus and directions of the committee were as follows:

- CCWA staff should proceed with the Project Carry-over/Budget Transfer Request to the Board to establish an approved project budget for the current fiscal year.
- CCWA staff should not proceed with the project until more is known about the potential for receiving Prop 84 grant funds for the project.
- CCWA staff should further evaluate (1) the response maintenance approach where the pipeline will be operated until it is damaged and requires repair to continue operation, (2) long-term plans for pipeline replacement, including when formal long-term plans should be initiated.

CCWA staff prepared a Board Report, dated August 6, 2010 that outlined staff's recommendation and the Ad-Hoc Committee's direction. This report was presented to the Board in its August 26, 2010 meeting. In summary, staff recommended:

- Of the repair options presented by AECOM, staff recommended the option of lowering the exposed pipeline sections, encasing the sections in concrete, and installing subsurface rip-rap. Total Project Cost Estimate: \$632,000 (cost estimate is based on AECOM Technical Memorandum and covered costs from August 6, 2010 forward).
- Approve Project Carry-over/Budget Transfer Request, with the added stipulations that no additional spending will be made without additional Board approval.
- Staff will research the issues identified by the Ad-Hoc Committee.

The Board approved the Project Carry-over/Budget Transfer Request, as requested. The Board indicated that it will await additional input from the Ad-hoc Committee before taking further action.

The purpose of this memorandum is to document staff's research that was completed in response to the Ad-Hoc Committee's direction.

## **DISCUSSION**

The Ad-Hoc Committee requested CCWA staff to research four specific issues. These issues are (1) the availability of Proposition 84 Grant Funding, (2) the issues associated with managing the exposed pipeline using a response maintenance approach, (3) the issues associated with managing the exposed pipeline using a preventative maintenance approach and (4) the issues related to long term planning issues of the pipeline. The following are the results of that research:

### **1. Proposition 84**

CCWA is a signatory of the Memorandum of Understanding (MOU) with the Proposition 84 Cooperating Partners. This group worked together to identify a group of projects that would have the highest potential for success in securing a Prop 84 Implementation Grant. A list of over 70 projects was generated from the Cooperating Partner Group. The selection process included a detailed multi-objective decision science approach and, ultimately, the SYII Pipeline Repair Project was one of four projects selected to move forward. The Prop 84 Cooperating

Partners agreed to allow CCWA to request \$321,428, with the balance of the project costs paid by CCWA as the agency match.

The Implementation Grant for Santa Barbara County is currently under development and is scheduled to be completed by late December 2010. The due date for the Prop 84 Implementation Grant Application to DWR is January 7, 2011. DWR will review and score the Implementation Grants and they will subsequently hold a public meeting to discuss initial funding recommendations in April 2011. DWR will make final grant award approvals in June 2011.

To develop the project's cost estimate for the Prop 84 Implementation Grant, all costs charged to the project since September 2008 were identified. These historical costs were added to the project cost estimate that was presented in the August 6, 2010 Board Report for the Project. The project cost estimate was also reorganized to be consistent with the Prop 84 Application Guidelines. The cost estimate for the SYII Pipeline Repair Project that was included in the Prop 84 Implementation Grant Application is presented below:

| Budget Category  | Grant Request | Agency Match | Total Project |
|--|---------------|--------------|---------------|
| Direct Project Administration Costs                        | \$7,500       | \$11,000     | \$18,500      |
| Land Purchase/ Easement                                    | \$0           | \$0          | \$0           |
| Planning/ Design/ Engineering/ Environmental Documentation | \$65,000      | \$65,000     | \$130,000     |
| Construction/ Implementation                               | \$205,000     | \$220,000    | \$425,000     |
| Environmental Compliance/ Mitigation/ Enhancement          | \$2,000       | \$2,000      | \$4,000       |
| Construction Administration                                | \$12,500      | \$12,500     | \$25,000      |
| Other Costs  | \$0           | \$0          | \$0           |
| Construction/ Implementation Contingency                   | \$29,428      | \$30,700     | \$60,128      |
| Grand Total (Sum rows (a) through (h) for each column)     | \$321,428     | \$341,200    | \$662,628     |
| Percent Funding Match<br>(minimum 25% required)            |               | 51.5%        |               |

DWR has allocated \$5,777,778 to be available for Round 1 Implementation Grants for the Central Coast Region. There are six sub-regions within the Central Coast Funding Area. Contact with the other sub-regions indicates that only two other sub-regions have fully committed to submitting an application for first round funding, with one other still undecided. The current understanding of the different sub-region intent to submit applications for first round funding of Prop 84 is as follows:

- Santa Barbara County: We will submit an application for \$3,000,000.
- San Luis Obispo County: They will submit an application for \$5,777,778.
- Greater Monterey: They are not likely to submit an application due to lack of readiness.
- Pajaro River Watershed: They are still in decision making process regarding whether to submit an application.

- Monterey Peninsula: They will submit an application for \$5,777,778.
- Santa Cruz: They will not submit an application.

In regards to Prop 84 eligibility if the project is postponed or cancelled, there are two scenarios to consider and they are:

- If CCWA cancelled the project due to other higher priorities, then CCWA would not be able to continue with the Prop 84 Implementation Grant Application. In this case, CCWA would need to notify the Cooperating Partners of its plan to withdraw and would still be required to pay for CCWA's agreed upon share of the costs for the preparation of the Prop 84 Implementation Grant Application, as outlined in the MOU.
- If the project is postponed due to financial hardship only, then postponement will not have a material effect on the outcome of the Prop 84 deliberations by DWR, provided that Prop 84 funds are needed to allow the project to move forward. If grant funds were awarded to CCWA, then CCWA would need to fully commit to completing the project prior to the end of the grant project implementation schedule.

## **2. Response Maintenance Approach**

The response maintenance approach consists of operating the pipeline until it is damaged and requires repair to continue operation. The main advantage of this approach is cash flow considerations. By accepting a higher level of risk of an extended outage of water deliveries to Lake Cachuma, the cost of the project moving forward (\$632,000) could be postponed to later years. To fully understand the risk, the following information has been developed:

### **Break Probability**

CCWA staff has determined that spill events from Bradbury Dam exceeding 10,000 cubic feet per second have the potential of impacting the sections of exposed pipe below the dam. A review of the historic record for spills at Bradbury Dam indicates a probability of approximately 0.2 for a spill with a peak flow rate of 10,000 cfs to occur in a given year (one in every five years). As of 9/14/10, the lake elevation was approximately 11 feet from the spill elevation. The specific number of spills above 10,000 cfs that are required to cause catastrophic failure of the exposed pipe or what size of a single spill event to cause catastrophic failure of the pipe is unknown.

The pipeline below Bradbury Dam was repaired in 2003, with two feet of cover. The erosion damage to the pipeline since 2003 resulted from five spill event and they are as follows:

- January 2005 (1/11/2005 to 1/30/2005), Peak Flow of 19,492 cfs and a total spill volume of 94,231 AF
- February 2005 (2/16/2005 to 4/12/2005), Peak Flow of 15,863 cfs and a total spill volume of 143,235 AF
- April 2006 (4/4/2006 to 4/11/2006), Peak Flow of 11,305 cfs and a total spill volume of 54,237 AF

- January 2008 (1/29/2008 to 2/6/2008), Peak Flow of 19,357 cfs and a total spill volume of 6,174 AF
- February 2008 (2/25/2008 to 3/5/2008), Peak Flow of unknown and a total spill volume of 6,696 AF

CCWA staff does know that exposed pipeline in the riverbed will eventually break as a result of water flow impact. CCWA staff has observed the break of one section of abandoned pipeline that was exposed and impacted by water flow within the riverbed. In addition, a catastrophic break of the pipeline near the Bradbury Dam did occur during the historic high spill event of 1969 (79,970 cfs).

### **Break Characteristics**

The current cost estimates for repairing the exposed section of pipeline are based on current conditions. The margins of the repair area will expand with each significant spill event. In addition, if a break were to occur, the dynamics of the break could also lead to further expansion of the required repair area due to flow from the fully charged pipeline. A larger repair area translates to increased repair costs.

Estimates of how much larger the repair area may become are difficult to make with the information that is currently available. However, we know that five spill events have occurred since the 2003 repair. If we assume that we can simply relate the volume of spills (associated peak flows over 10,000 cfs) to the rate of pipeline exposure, then for every 1,525 AF spilled, one foot of additional pipe would be exposed.

The current length of exposed pipe is the longest exposed span that has been historically observed at the site located below the Dam. Currently, the exposed section of pipe is approximately 200 feet long, with the pipe's diameter fully exposed. In addition, the pipe is currently bridging in two locations. As a comparison, the length of exposed pipe at this location just prior to the 2003 repair was approximately 100 feet and only 1/3 of the pipe's diameter was exposed. In addition, there was no bridging of the pipe prior to the 2003 repair.

It is also important to point out that when a pipeline is exposed and subjected to traverse loading from impacting water flows, less than catastrophic damage to the pipeline can occur as well. The impacting water can cause flexure of the pipe that may potentially cause de-lamination of the mortar lining/coating of the pipe. This will eliminate the cathodic protection provided by the mortar lining/coating and corrosion will proceed, which will ultimately create a leak.

Unfortunately, the most recent cathodic protection survey conducted on the CCWA pipeline indicates that the two testing stations closest to the exposed pipe below the Dam suggest the potential initial onset of corrosion.

### **Delivery Interruption Due to Break**

The most likely scenario in which the CCWA pipeline breaks would be during a major spill event during the winter months. Since the South County Water Purveyors receive SWP water through Lake Cachuma, they would not be immediately impacted by a break in the CCWA pipeline. Following the break, Lake Cachuma would be full and spilling and the demand for water would likely be low due to the winter season.

However, the ability to repair the pipeline immediately would be restricted due to water flows within the riverbed and also due to certain environmental restrictions for work within in a riverbed setting. In addition, the US Bureau of Reclamation specifically prohibits work in the Santa Ynez River Channel below the Dam from December 1 through May 1.

According to a preliminary schedule developed by CCWA's engineering and environmental consultants for the project, engineering and permitting would require 3 to 4 months to complete, contractor procurement would require 6 weeks and construction would require 6 weeks (assuming there no long lead items, such as pipe and fabricated pipe fittings). This translates to a total project schedule of 6 to 7 months. When considering the Bureaus construction window in the riverbed and assuming that work site access issues and groundwater management issues are resolved, the range of repair completion dates are as follows:

- The earliest completion date for a repair would be mid-June. This assumes that the break occurs in Mid-December and all engineering, permitting and procurement work could be completed as estimated by the project consultants, prior to May 1.
- The latest completion date for a repair would be mid-November. This assumes the break occurs in late April, just prior to the start of the Bureaus construction window of May 1.

Since CCWA cannot deliver SWP water during a spill event by contract, the actual impact of the break in the CCWA line will realized only after the spill stops and the impact will end once a repair can be completed. The 6 month repair project schedule would proceed immediately upon the pipeline break, assuming Board approval is in place for immediate repair. Consequently, the impact to CCWA participants in the South County would be less than 6 months, being reduced by the time of the spill event. For the spill event since 2003, spill durations ranged from 7 to 56 days.

An outage will have different impacts on the various CCWA Project Participants in the South County and will depend on their respective levels of diversification of available water supply sources. All CCWA Project Participants will still be required to pay their respective fix costs, regardless of the ability to receive water or not. These costs are presented in the current CCWA FY 2010/2011 Budget and they range from \$75,751 (Raytheon) to \$6,903,227 (Goleta) for the fiscal year.

Impacts will also be experienced by participants located upstream of the break. Nitrification of the chloraminated water within the CCWA piping between Tank 5 to the Santa Ynez Pumping Plant will become an issue due to significantly increased hydraulic detention times.

The risk of nitrification is highest at the last CCWA turnout, which is Santa Ynez RWCD ID#1. Nitrification is at a particularly high risk at the most downstream active turn-out because (1) all water between the last active turn-out and the Santa Ynez Pumping Plant will certainly nitrify since there will be no water movement and no way to treat that volume of water in place and (2) once nitrification is fully developed, it has historically spread and moves upstream. This has the potential to lead to closure of the southern portion of the pipeline.

CCWA staff has implemented an effective nitrification response plan, which includes the use of the Tank 5 and Tank 7 chlorination system. However, this system has not been tested with water ages exceeding 40 day. An outage associated with a break could result in water ages that exceed 40 days.

### **3. Preventative Maintenance Approach**

The response maintenance approach consists of identifying and repairing elements of the pipeline prior to failure. The main advantage of this approach is that the scope of the replacement can be lower than the cost of a repairing an unplanned break. The costs, schedule and repair options for the preventative approach was presented in the Project Board Report dated August 6, 2010. The discussion below assumes that repair can be completed before a catastrophic break.

#### **Break Probability**

If the project receives approval to proceed from the Board in its October 2010 meeting, then the repair will be completed in mid-June 2011. This schedule would mean that CCWA is at risk for a spill event for one winter season. There is an approximately 1 in 5 chance that a spill over 10,000 cfs will occur this coming winter and the same issues as described in the Response Maintenance Approach will apply.

#### **Repair Characteristics**

Assuming that the pipeline can be repaired before the next significant spill event at Bradbury Dam, the extent of the repair is relatively known. However, a topographical survey of the project area and a limited geotechnical investigation are needed to complete the detailed design and permitting. These investigations will help better quantify the size of spill from Bradbury Dam that will impact the repair area. They will also provide information on groundwater and depth to bedrock, which are important parameters for design and construction.

The recommended repair option is to lower the exposed section of pipeline, encase the lowered section in concrete/rebar and install rip-rap on downstream side and same elevation as the pipe's encasement. It is important to note that the existing CCWA pipeline does cross the Santa Ynez River channel at several locations. At these river crossings, the pipeline was lowered and encased in concrete/rebar. There have been no issues associated with these crossing as of the writing of this report.

#### **Delivery Interruption Due to Repair**

If the project receives approval to proceed from the Board in its October 2010 meeting, then the design, environmental permitting and procurement work can proceed and will be completed before the Bureau's May 1, 2011 start date for construction within the river channel below the Dam. Consequently, the length of time where lake deliveries are interrupted will be limited to the timeframe of actual construction, which is estimated to be approximately 6 weeks.

#### 4. Long Term Planning

The SYII pipeline was originally constructed in the early 1960's. In 1994, just prior to acquiring the pipeline from Santa Ynez RWCD ID #1, CCWA conducted a condition assessment of the pipeline. This assessment estimated that the remaining service life of the pipeline was in the 20 to 30 year range. This corresponds to the last year of service life being between 2014 and 2024.

Although the remaining service life was estimated to be ending in the next 4 to 14 years, the pipeline currently appears to be in reasonable condition, other than the exposed section of pipe. No significant leaks have been detected through right-of-way surface inspections and flow meter comparisons (meters at located at the beginning and end of pipeline). However, the most recent measurements at the Cathodic Testing Stations on the SYII Reach of the pipeline suggest the potential onset of corrosion.

The main questions for long term planning is to identify when to start the design, permitting and funding efforts for replacement of the pipeline. A significant timeframe, perhaps in the 5 year range, will be required to complete all of the required tasks before construction can begin. Consequently, as we enter the late stages of service life, a plan to more closely monitor the pipeline performance will be required. CCWA staff has initiated monitoring the pipeline as follows:

- Annual Cathodic Test Station Measurements. The results will be reviewed by CCWA Corrosion Engineering consultant for interpretation.
- Annual right-of-way surface inspections.
- Annual hydrostatic testing through closing isolation valves at start and end of pipeline during the annual winter shutdown.
- Monthly comparisons of flow measurements at the Santa Ynez Pumping Plant and at the Bradbury Dam Penstock.

CCWA staff will continue researching methods to assist with estimating the remaining service life of the SYII pipeline.

# CENTRAL COAST WATER AUTHORITY

## MEMORANDUM

To: Project File

From: John Brady, Operations Manager/Engineer

Subject: Pipeline Repair Project, C-08EROSRP, Reach SYII

Date: December 15, 2010

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The purpose of this memorandum is to identify the purpose of the expenditures presented in the attached financial report for the subject project. These costs were utilized as a basis for cost estimates for subsequent phases of the project. The attached financial report was produced from the CCWA's Financial software (Microsoft SL 7.0). The project costs presented are those related to outside services only and they are as follows:

- AECOM. This vendor is the engineering consultant retained for the subject project. These costs cover the preparation of the Technical Memoranda for the project, which outlined various repair options for the exposed section of pipeline. AECOM submitted proposal for subsequent phases of the project.
- SLO County Newspaper. As part of advertising the Request For Qualifications (RFQ) for soliciting an engineering consultant for the project, advertisements in a newspaper of general circulation is required by the public procurement regulations. The costs for this vendor is for the required advertisement.
- Brownstein Hyatt Faber. This vendor is CCWA's legal council. The costs for this vendor covered the legal review of the RFP that was prepared to procure the services of an engineering consultant for the project. These costs were utilized in estimating the required legal review of the Request For Bids (RFB) that will be used to procure a contractor to construct the pipeline repair. This legal review will ensure labor code compliance.
- Co of SB P.W. Water Agency. These costs are associated with the Prop 84 Cooperating Partners participation fee. These costs are not included in the Prop 84 Implementation Grant Application for the project.
- FIA Card Services. This vendor is CCWA's credit card provider. The charges listed covers the advertisements needed in the RFP for Engineering Services solicitation and a miscellaneous charge for a project related lunch meeting.

- Penfield Smith. This vendor is one of CCWA's engineering consultants. The services rendered were associated with an aerial mapping for the biological survey conducted for the project. This cost was used as part of the estimate for future biologic survey work for future phases of the project.
- SAIC. This is CCWA's environmental consultant and the costs are related to the biologic survey that was completed for the project. This cost was used as part of the estimate for future biologic survey work for future phases of the project.

# CIP - PROJECT EXPENSES

by GL Account

Acct 1300.65 - 1300.70

Vendor Name

| Acct #                       | Sub          | TranDate | DrCr | Transaction Description | PerPost                        | Ref #                                  | ProjectID | Amount             |           |
|------------------------------|--------------|----------|------|-------------------------|--------------------------------|--|-----------|--------------------|-----------|
| <b>1300.65</b>               |              |          |      |                         |                                |  |           |                    |           |
| <b>AECOM USA INC.</b>        |              |          |      |                         |                                |  |           |                    |           |
| 1300.65                      | SYII00000000 | 2/5/10   | D    | VO                      | PROPOSAL FOR ENGINEERING SERVI | 200907                                 | 036982    | C-08EROSRP         | 12,143.17 |
|                              |              |          |      |                         |                                |  |           |                    |           |
| <b>12,143.17</b>             |              |          |      |                         |                                |  |           |                    |           |
| <b>SLO County Newspapers</b> |              |          |      |                         |                                |  |           |                    |           |
| 1300.65                      | SYII00000000 | 8/6/09   | D    | VO                      | 2129 RFQ - SLO NEWS            | 200901                                 | 035704    | C-08EROSRP         | 278.40    |
|                              |              |          |      |                         |                                |  |           |                    |           |
| <b>278.40</b>                |              |          |      |                         |                                |  |           |                    |           |
| <b>1300.65</b>               |              |          |      |                         |                                | <b>Acct Total - selected period(s)</b> |           | <b>\$12,421.57</b> |           |

|                                |              |          |   |    |                                |        |        |            |           |
|--------------------------------|--------------|----------|---|----|--------------------------------|--------|--------|------------|-----------|
| <b>AECOM USA INC.</b>          |              |          |   |    |                                |        |        |            |           |
| 1300.70                        | SYII00000000 | 3/2/10   | D | VO | 2716 ENGINEERING 1/16-2/12/10  | 200908 | 037167 | C-08EROSRP | 11,362.41 |
| 1300.70                        | SYII00000000 | 4/15/10  | D | VO | 2716 ENGR SVCS-PIPELINE EROS   | 200910 | 037430 | C-08EROSRP | 10,791.97 |
| 1300.70                        | SYII00000000 | 7/2/10   | D | VO | 2716 ENGINEER-PIPELINE EROSION | 200912 | 038084 | C-08EROSRP | 642.45    |
| <b>22,796.83</b>               |              |          |   |    |                                |        |        |            |           |
| <b>BROWNSTEIN HYATT FARBER</b> |              |          |   |    |                                |        |        |            |           |
| 1300.70                        | SYII00000000 | 3/2/10   | D | VO | 2553 LEGL-Crawford/Erosion Pro | 200908 | 037128 | C-08EROSRP | 75.00     |
| 1300.70                        | SYII00000000 | 5/28/09  | D | VO | 2553 LEGL-Crawford/Erosion Pro | 200811 | 035146 | C-08EROSRP | 2,892.00  |
| 1300.70                        | SYII00000000 | 6/25/09  | D | VO | 2553 LEGL-Crawford/Erosion Pro | 200812 | 035337 | C-08EROSRP | 4,620.00  |
| 1300.70                        | SYII00000000 | 9/11/09  | D | VO | 2553 LEGL-Crawford/Erosion Pro | 200903 | 035913 | C-08EROSRP | 560.00    |
| 1300.70                        | SYII00000000 | 10/19/09 | D | VO | 2553 LEGL-Crawford/Erosion Pro | 200904 | 036177 | C-08EROSRP | 875.00    |
| 1300.70                        | SYII00000000 | 2/3/10   | D | VO | 2553 LEGL-Crawford/Erosion Pro | 200907 | 036959 | C-08EROSRP | 222.39    |
| <b>9,244.39</b>                |              |          |   |    |                                |        |        |            |           |

|                                   |              |         |   |    |                             |        |        |            |           |
|-----------------------------------|--------------|---------|---|----|-----------------------------|--------|--------|------------|-----------|
| <b>CO OF SB P.W. WATER AGENCY</b> |              |         |   |    |                             |        |        |            |           |
| 1300.70                           | SYII00000000 | 11/9/10 | D | VO | 2485 PROP 84 MOU COST SHARE | 201004 | 039056 | C-08EROSRP | 26,322.00 |
| <b>26,322.00</b>                  |              |         |   |    |                             |        |        |            |           |

|                          |              |         |   |    |                               |        |        |            |        |
|--------------------------|--------------|---------|---|----|-------------------------------|--------|--------|------------|--------|
| <b>FIA CARD SERVICES</b> |              |         |   |    |                               |        |        |            |        |
| 1300.70                  | SYII00000000 | 7/16/09 | D | VO | 2501 LUNCH MTG-EROSION CONTRL | 200812 | 035495 | C-08EROSRP | 60.11  |
| 1300.70                  | SYII00000000 | 8/19/09 | D | VO | 2501 SB NEWS - RFQ EROSION    | 200901 | 035794 | C-08EROSRP | 147.84 |
| <b>207.95</b>            |              |         |   |    |                               |        |        |            |        |

|                             |              |        |   |    |                              |        |        |            |        |
|-----------------------------|--------------|--------|---|----|------------------------------|--------|--------|------------|--------|
| <b>PENFIELD &amp; SMITH</b> |              |        |   |    |                              |        |        |            |        |
| 1300.70                     | SYII00000000 | 9/4/08 | D | VO | 1133 AERIAL MAPPING SY RIVER | 200802 | 033286 | C-08EROSRP | 799.29 |
| <b>799.29</b>               |              |        |   |    |                              |        |        |            |        |

|                 |              |         |   |    |                            |        |        |            |          |
|-----------------|--------------|---------|---|----|----------------------------|--------|--------|------------|----------|
| <b>SAIC</b>     |              |         |   |    |                            |        |        |            |          |
| 1300.70         | SYII00000000 | 9/22/09 | D | VO | 1151 SAIC-TASK 8-JulSep 09 | 200903 | 036034 | C-08EROSRP | 4,290.00 |
| <b>4,290.00</b> |              |         |   |    |                            |        |        |            |          |

|                |  |  |  |  |  |  |  |                    |
|----------------|--|--|--|--|--|--|--|--------------------|
| <b>1300.70</b> |  |  |  |  |  | <b>Acct Total - selected period(s)</b> |  | <b>\$63,660.46</b> |
|----------------|--|--|--|--|--|--|--|--------------------|

|                                     |  |  |  |  |  |  |  |                    |
|-------------------------------------|--|--|--|--|--|--|--|--------------------|
| <b>Total for selected Period(s)</b> |  |  |  |  |  |  |  | <b>\$76,082.03</b> |
|-------------------------------------|--|--|--|--|--|--|--|--------------------|

March 2, 2010

Mr. John Brady, P.E.  
Operations Manager/Engineer  
CENTRAL COAST WATER AUTHORITY  
255 Industrial Way  
Buellton, CA 93427-9565

**Subject: Proposal for Engineering Services  
Pipeline Erosion Damage Repair Project  
Interim Measures**

Dear John:

This letter transmits our proposal to provide engineering services for the Interim Measures of the Pipeline Erosion Damage Repair Project. AECOM proposes to provide engineering services in investigations, design, and construction phase services, as detailed in the attached Scope of Work (Exhibit A).

AECOM proposes to provide these services on a time-and-materials basis, utilizing the rates from our 2010 Fee Schedule for Professional Services (Exhibit B). To furnish these services, AECOM recommends an authorization of \$99,900 for these services, as shown in the enclosed Fee Estimate (Exhibit C). An amendment to our current agreement (RFQ-C-08EROSRP) is suggested to authorize this work.

We appreciate the opportunity to provide this proposal to Central Coast Water Authority, and look forward to working together. Please do not hesitate to contact me or my associate Doug Hahn should you require additional information.

Sincerely,

Dan Ellison, PE  
Managing Engineer

Enclosure

# **CENTRAL COAST WATER AUTHORITY**

## **Pipeline Erosion Damage Repair Project**

### **Interim Measures**

### **Scope of Work**

## **BACKGROUND**

The Central Coast Water Authority (CCWA) owns and operates a transmission pipeline that delivers water from the Santa Ynez Pumping Plant, located in the Santa Ynez Valley, to Lake Cachuma. Erosion of soils has been a historical issue with the pipeline being in the floodplain, downstream of the Bradbury Dam. There are currently two (2) areas of the pipeline where the once-buried pipeline has become exposed and is above-ground due to soil erosion. The objective of this Scope of Work is to design and provide limited construction phase services for the installation of interim measures to provide near-term improvements to the two (2) exposed reaches of the pipeline. These exposed reaches are located as follows:

- Immediately downstream of the Bradbury Dam Spillway, in an area where a secondary overflow channel diverts in a southerly path from the main channel of the Santa Ynez River.
- In the current channel of San Lucas Creek, immediately upstream of its confluence with the Santa Ynez River, but within the river's floodplain.

This proposed work follows and builds upon preliminary investigations of construction options and alternatives for repair of these exposed reaches. A complementary proposal is being prepared in parallel, for alternative evaluation of more permanent repair or replacements of these same exposed reaches and adjacent portions of the pipeline.

AECOM's team was selected for the overall project to provide engineering services in investigations, design, and construction phase services for the repair of recent erosion damage to the pipeline through a qualifications based competitive selection process.

## **SCOPE OF SERVICES**

### **TASK 200 – PRELIMINARY DESIGN (ALTERNATIVES STUDY)**

#### **Task 210 – Survey**

AECOM will retain Penfield & Smith to perform ground surveying of the two (2) exposed areas, approximately 100 feet wide. Scale 1 inch = 20 feet; 1-foot contours. The existing easements and Right-of-Way information will be plotted on the base map along with vertical and horizontal control information, existing exposed pipe and pipeline features, culture, topography, trees, and other visible evidence of utilities.

Penfield & Smith will also provide Right-of-Way record maps and legal descriptions for up to four (4) permanent and construction easements.

### **Task 220 – Supplemental Geotechnical Investigations**

AECOM will employ Fugro West, Inc. (Fugro) to provide geotechnical input and support for the interim design repair project based on the results of the recently completed desktop study (Fugro, 2010). The geotechnical input will consist of geotechnical consultation during design relative to potential groundwater depths, material types, and construction considerations; including a brief soils report, meetings, and plan review. Subsurface exploration will not be performed for the interim phase of the repair project.

### **Task 230 – Preliminary Design of Interim Measures**

To initiate permit applications and to coordinate with CCWA, the interim measures will be presented early in the work effort as a preliminary design. The measures are anticipated to include a riprap structure downstream of the two (2) exposed segments and lowering and hardening portions of the exposed segments. The riprap will act as drop structures slowing flows over the pipeline with energy dissipated crossing the new rock structures. The lowering and hardening of the pipelines will provide some control of the local hydraulics up to limited flows to be selected. The interim measures are not intended to provide complete protection of the lines during severe flooding or large spillway releases.

Engineering analyses will be conducted to provide rough estimates of quantities, velocities, and depths of flows. Design flow conditions will be coordinated with CCWA attempting to balance the extent of the required measures (construction costs) with acceptable risks.

Exhibits will be prepared delineating the primary features, locations and lay out of the improvements. Complementing the exhibits, descriptions of the improvements, and related construction activities will be provided for permit applications.

### **Task 240 – Coordination Meetings**

Two (2) coordination meetings are anticipated under this task to review progress, present findings, decide on the design criteria, and confirm the content required for the permit applications.

## **TASK 300 – DETAILED DESIGN – INTERIM MEASURES**

### **Task 310 – Drawings (Approximately 7 Sheets)**

A preliminary list of drawings is shown below:

#### **General Drawings:**

1. Title Sheet, Location Plan, Vicinity Plan
2. Bradley Piping Plan and Section
3. Bradley Grading Plan
4. San Lucas Piping Plan and Section
5. San Lucas Grading Plan
6. Site Access and Staging Areas
7. Pipe Connection Details

Drawings will be prepared at 24" x 36" with 22" x 34" trim lines (for half size printing to 11" x 17").

The documents, drawings, specifications, and electronic information/data, including computer aided drafting and design ("CADD"), prepared by AECOM pursuant to this agreement are not intended or

represented to be suitable for reuse by the District or others on extensions of the Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from AECOM will be at the District's sole risk and without liability to AECOM. The District assumes full responsibility for such changes unless the District has given AECOM prior notice and has received from AECOM written consent for such changes. Electronic data delivered to the District is for the District's convenience and shall not include the professional stamp or signature of an engineer or architect. The District agrees that AECOM shall not be liable for claims, liabilities, or losses arising out of, or connected with the decline of accuracy or readability of electronic data due to inappropriate storage conditions or duration.

### **Task 320 – Construction Specifications**

Technical specifications will be prepared in MS Word, using AECOM (CSI) standards. District-furnished front-end documents including general and special provisions will be incorporated as available. AECOM standard boilerplate will be used as needed to provide complete bidding documents ready for soliciting construction bids for the work.

The Bid Documents will include in the conditions of the construction contract, language which states that the construction Contractor is required to hold harmless and defend the Owner, AECOM, and their agents, employees and consultants, from all suits and actions, including attorneys' fees, and all costs of litigation and judgments of any nature and description arising out of or incidental to the performance of the construction contract or work performed thereunder. The Owner, AECOM, their agents, employees, and consultants shall also be named as additional insureds in any construction Contractor's insurance policies.

### **Task 330 – Opinion of Probable Cost**

Opinions of costs will be based on recent bid information for projects of similar size and features, including adjustments for inflation. The opinion of the probable construction cost prepared by AECOM represents its judgment as a design professional and is supplied for the general guidance of the CCWA. Since AECOM has no control over the cost of labor and materials, or over competitive bidding or market conditions, AECOM does not guarantee the accuracy of such opinions as compared to Contractor bids or the actual cost to the CCWA. AECOM will provide opinions of probable cost with the 60 percent and 90 percent design submittals.

### **Task 340 – Submittals**

Progress review submittals of plans will be provided at the 60 percent and 100 percent completion stage. The 60 percent and 90 percent submittal will include specifications and opinion of probable cost. Drawings for interim reviews will be half size. Five (5) sets will be provided. A proof set of completed documents (Final Design plans and specifications) will be provided for review prior to issuing final documents for publication. Final drawings will be signed and sealed by professionals registered in the State of California, on mylar sheets and as pdf files.

### **Task 350 – Review Meetings**

- 60 percent Review
- 90 percent Review

### **Task 360 – Design Permit Support**

AECOM will assist CCWA and their environmental consultant with permit applications answering technical questions and providing exhibits as needed. Permit requirements (and required mitigative measures) will be referenced and attached to the Bid Documents.

## **TASK 400 – BID AND CONSTRUCTION-PHASE ASSISTANCE**

### **Task 410 – Bid Phase Services**

AECOM will publish the Bid Documents, printing copies and distributing the documents to prospective bidders, while maintaining a bidders list. AECOM will also support CCWA in advertising the bid by providing Bid Documents to CCWA and local plan rooms. AECOM will lead a Pre-Bid Conference (and support CCWA in a site job walk, if it can be arranged). AECOM will respond to Bidder's questions prior to the Bid Opening and will prepare and publish up to two (2) addenda for project clarification. AECOM will attend the Bid Opening.

### **Task 420 – Submittal Reviews**

AECOM will review up to ten (10) sets of specified submittals and O & M manuals. The submittals will be returned to the Contractor with copies forwarded to CCWA.

AECOM will conduct an administrative review of worker safety protection/excavation plans and dewatering plans prepared by the Contractor's registered civil or structural engineer to assist CCWA with the acceptance of detailed plans developed by the Contractor for the design of excavation, bracing, sloping or other provisions necessary for the protection of existing facilities and for the protection of workers from the hazard of caving ground during the excavation of any trench 5 feet or more in depth (hereinafter referred to as "Excavation Plan").

AECOM's review does not include an independent review of the Contractor's calculations or of the materials used by the Contractor. Nothing contained in the Scope of Work shall be construed as relieving the Contractor of the full responsibility for providing an Excavation Plan(s) which is adequate for worker protection, nor for the liability resulting from the failure to do so.

### **Task 430 – RFI Reviews**

AECOM will review RFIs submitted by the Contractor or requested by CCWA. Up to ten (10) RFIs are budgeted for review. Responses to RFIs will be coordinated with CCWA.

AECOM will:

- Assemble documentation to include such items as inspection reports, test reports, drawings, sketches, photographs, and other materials as required.
- Prepare responses to RFIs.

### **Task 440 – Site Visit**

AECOM will provide one (1) site visit to the construction site.

### **Task 450 – (Optional) Geotechnical Observations and Materials Testing**

Fugro will perform limited geotechnical field observations and consultations during excavation and construction and construction support (including limited geotechnical laboratory testing if needed).

## **SCHEDULE**

AECOM will complete the Detailed Design work under this agreement within 120 calendar days from the date of contract execution. The completion of Bid and Construction Phase Assistance will be dependent on the completion of construction work.

AECOM shall not be responsible for delays due to causes beyond AECOM's reasonable control. In the case of any such delay, the time of completion shall be extended accordingly. In the event that AECOM's services hereunder are by delayed by CCWA or others for a period in excess of six (6) months, AECOM's compensation shall be subject to renegotiation.

## **COMPENSATION**

AECOM will be compensated on a time-and-materials basis in accordance with the rates set forth in **Exhibit B**. A new authorization of \$99,900 will be provided for the work. See the attached fee estimate (**Exhibit C**). This authorization will not be exceeded without written approval by CCWA.

## **SPECIAL PROVISIONS**

**Contractor Indemnification/Insurance.** CCWA will include in the general conditions of any construction contract, language which states that the construction contractor is required to hold harmless and defend the CLIENT, AECOM, and their agents, employees and consultants, from all suits and actions, including attorneys' fees, and all costs of litigation and judgments of any nature and description arising out of or incidental to the performance of the construction contract or work performed thereunder. The CCWA, AECOM, their agents, employees, and consultants shall also be named as additional insureds in any construction contractor's insurance policies.

**Right To Rely.** Consistent with the professional standard of care and unless specifically provided herein, AECOM shall be entitled to rely upon the accuracy of data and information provided by CCWA or others without independent review or evaluation.

**Permits.** The client or construction contractor will pay all permit fees. AECOM will assist the client with procurement of permits, as described in the detailed scope of work, with a level of effort as shown in the fee estimate. Any additional assistance requested by the client will be provided as an extra cost.

**Delay.** AECOM shall not be responsible for delays due to causes beyond AECOM's reasonable control. In the case of any such delay, the time of completion shall be extended accordingly. In the event that AECOM's services hereunder are by delayed by CCWA or others for a period in excess of six (6) months, AECOM's compensation shall be subject to renegotiation.

**Job Site Safety.** CCWA agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the PROJECT, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours. AECOM shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences, or procedures, as these are solely the

responsibility of the construction contractor. AECOM shall not have the authority to stop or reject the work of the construction contractor.

**AECOM**  
**FEE SCHEDULE FOR PROFESSIONAL SERVICES**  
**Effective January 1, 2010**

**Engineers, Planners, Architects, Scientists:**

|                    |                    |
|--------------------|--------------------|
| Student Assistant  | \$ 79.00 per hour  |
| Assistant I        | \$ 95.00 per hour  |
| Assistant II       | \$ 108.00 per hour |
| Associate          | \$ 128.00 per hour |
| Senior I           | \$ 152.00 per hour |
| Senior II          | \$ 174.00 per hour |
| Principal          | \$ 211.00 per hour |
| Company Officer    | \$ 228.00 per hour |
| Special Consultant | \$ 180.00 per hour |

**Construction Administration Personnel:**

|  |                    |
|--|--------------------|
| Resident Project Representative        | \$ 105.00 per hour |
| Senior Resident Project Representative | \$ 123.00 per hour |
| Resident Engineer                      | \$ 150.00 per hour |
| Construction Services Manager          | \$ 198.00 per hour |

**Technical Support Staff:**

|                                      |                    |
|--------------------------------------|--------------------|
| Clerical/General Office              | \$ 68.00 per hour  |
| Administrative Specialist            | \$ 79.00 per hour  |
| Drafter/CADD Technician              | \$ 70.00 per hour  |
| Assistant CADD Operator              | \$ 82.00 per hour  |
| Designer/CADD Operator               | \$ 93.00 per hour  |
| Senior Designer/Design CADD Operator | \$ 108.00 per hour |
| Design/CADD Supervisor               | \$ 121.00 per hour |

**General Project Expenses <sup>1/</sup>**

8.5% of Labor

**Direct Project Expenses**

|  |                            |
|--|----------------------------|
| Other Reproduction (8 1/2 x11/11x17 Color)       | \$1.15/1.50 per page       |
| Plan Sheet Printing - In House Bond/Vellum/Mylar | \$3.00/4.00/7.00 per sheet |
| Subcontracted Services/Reproduction              | Cost + 15%                 |
| Subcontracted or Subconsultant Services          | Cost + 15%                 |
| Auto Mileage for Construction Phase Services     | \$0.60 per mile            |
| Travel & Subsistence (other than mileage)        | Cost                       |
| Miscellaneous Materials                          | Cost + 15%                 |

*If authorized by the Client, an overtime premium multiplier of 1.5 may be applied to the billing rate of hourly personnel who work overtime in order to meet a deadline which cannot be met during normal hours.*

*Applicable sales tax, if any, will be added to these rates. Invoices will be rendered monthly. Payment is due upon presentation. A late payment finance charge of 1.5% per month (but not exceeding the maximum rate allowable by law) will be applied to any unpaid balance commencing 30 days after the date of the original invoice.*

*Fee schedule is subject to change annually.*

<sup>1/</sup> *Includes mail, telephone, fax, office photo copies, personal computers and mileage (except as noted).*

Engineering Fee Estimate

EXHIBIT C  
Central Coast Water Authority

Pipeline Erosion Damage Repair Project  
Interim Measures

| Task Description  | Personnel Hours    |                    |                      |                      |             | Budget           |                  |                    |                  |                  |
|---|--------------------|--------------------|----------------------|----------------------|-------------|------------------|------------------|--------------------|------------------|------------------|
|   | Principal Engineer | Associate Engineer | Senior Designer/CADD | Clerical/General Off | Total Hours | Labor            | Subconsultants   | Other Direct Costs | Total Non-Labor  | Total            |
|   |                    |                    |                      |                      |             |                  |                  |                    |                  |                  |
| <b>Task Group 200 Preliminary Design (Alternatives Study)</b> |                    |                    |                      |                      |             |                  |                  |                    |                  |                  |
| Task 210 - Survey (Penfield & Smith)                          | 1                  |                    | 4                    | 2                    | 7           | \$ 779           | \$ 6,600         | \$ 66              | \$ 6,666         | \$ 7,445         |
| Task 220 - Supplemental Geotechnical Investigations (Fugro)   | 2                  | 2                  |                      | 2                    | 6           | \$ 814           | \$ 7,500         | \$ 69              | \$ 7,569         | \$ 8,383         |
| Task 230 - Conceptual Design of Interim Measures              | 8                  | 32                 | 24                   | 2                    | 66          | \$ 8,512         |                  | \$ 724             | \$ 724           | \$ 9,236         |
| Task 240 - Coordination Meetings                              | 8                  | 16                 |                      |                      | 24          | \$ 3,736         |                  | \$ 318             | \$ 318           | \$ 4,054         |
| <b>Subtotal</b>   | <b>19</b>          | <b>50</b>          | <b>28</b>            | <b>6</b>             | <b>103</b>  | <b>\$ 13,841</b> | <b>\$ 14,100</b> | <b>\$ 1,176</b>    | <b>\$ 15,276</b> | <b>\$ 29,117</b> |
| <b>Task Group 300 Detailed Design</b>                         |                    |                    |                      |                      |             |                  |                  |                    |                  |                  |
| Task 310 - Drawings (7 sheets)                                | 16                 | 56                 | 112                  |                      | 184         | \$ 22,640        |                  | \$ 1,924           | \$ 1,924         | \$ 24,564        |
| Task 320 - Construction Specifications                        | 8                  | 12                 |                      | 24                   | 44          | \$ 4,856         |                  | \$ 413             | \$ 413           | \$ 5,269         |
| Task 330 - Opinion of Probable Cost                           | 2                  | 8                  |                      | 2                    | 12          | \$ 1,582         |                  | \$ 134             | \$ 134           | \$ 1,716         |
| Task 340 - Submittals (60 percent and 90 percent)             | 2                  | 8                  | 8                    | 8                    | 26          | \$ 2,854         |                  | \$ 243             | \$ 243           | \$ 3,097         |
| Task 350 - Review Meetings (2)                                | 8                  | 16                 |                      |                      | 24          | \$ 3,736         |                  | \$ 318             | \$ 318           | \$ 4,054         |
| Task 360 - Design Permit Support                              | 16                 | 16                 | 8                    | 4                    | 44          | \$ 6,560         |                  | \$ 558             | \$ 558           | \$ 7,118         |
| <b>Subtotal</b>   | <b>52</b>          | <b>116</b>         | <b>128</b>           | <b>38</b>            | <b>334</b>  | <b>\$ 42,228</b> | <b>\$ -</b>      | <b>\$ 3,589</b>    | <b>\$ 3,589</b>  | <b>\$ 45,817</b> |
| <b>Task Group 400 - Bid and Construction Phase Assistance</b> |                    |                    |                      |                      |             |                  |                  |                    |                  |                  |
| Task 410 - Bid Phase Services                                 | 8                  | 12                 | 4                    | 4                    | 28          | \$ 3,928         |                  | \$ 334             | \$ 334           | \$ 4,262         |
| Task 420 - Submittals (Approximately 5)                       | 2                  | 16                 |                      | 2                    | 20          | \$ 2,606         |                  | \$ 222             | \$ 222           | \$ 2,828         |
| Task 430 - RFIs (Approximately 4)                             | 8                  | 12                 | 2                    | 2                    | 24          | \$ 3,576         |                  | \$ 304             | \$ 304           | \$ 3,880         |
| Task 440 - Site Visit (1)                                     | 4                  | 6                  |                      |                      | 10          | \$ 1,612         |                  | \$ 137             | \$ 137           | \$ 1,749         |
| Task 450 (Option) Geotechnical and Materials Testing (Fugro)  |                    | 4                  |                      | 2                    | 6           | \$ 648           | \$ 11,500        | \$ 55              | \$ 11,555        | \$ 12,203        |
| <b>Subtotal</b>   | <b>22</b>          | <b>50</b>          | <b>6</b>             | <b>10</b>            | <b>88</b>   | <b>\$ 12,370</b> | <b>\$ 11,500</b> | <b>\$ 1,051</b>    | <b>\$ 12,551</b> | <b>\$ 24,921</b> |
| <b>Total</b>  | <b>93</b>          | <b>216</b>         | <b>162</b>           | <b>54</b>            | <b>525</b>  | <b>\$ 68,439</b> | <b>\$ 25,600</b> | <b>\$ 5,817</b>    | <b>\$ 31,417</b> | <b>\$ 99,856</b> |

| Personnel Category   | \$/HR    |
|----------------------|----------|
| Principal Engineer   | \$211.00 |
| Associate Engineer   | \$128.00 |
| Senior Designer/CADD | \$108.00 |
| Clerical/General Off | \$68.00  |

## Technical Memorandum

|         |  |        |
|---------|--|--------|
| To      | John Brady, P.E., Operations Manager/Engineer<br>Central Coast Water Authority | Page 1 |
| Subject | Pipeline Erosion Repair Project Alternatives Development                       |        |
| From    | Douglas Hahn, P.E., Project Manager  |        |
| Date    | April 13, 2010   |        |

### Background

The Central Coast Water Authority (CCWA) owns and operates a transmission pipeline that delivers water from the Santa Ynez Pumping Plant, located in the Santa Ynez Valley, to Lake Cachuma. This pipeline, which was constructed in the 1960's, delivers up to 10,000 gpm, at up to 376 feet of head. Erosion of soils has been a historical issue with the pipeline being in the floodplain, downstream of the Bradbury Dam. There are currently two (2) areas of the pipeline where the once-buried pipeline has become exposed and is above-ground due to soil erosion. The objective of this project is to study the issues, evaluate alternatives, and provide design and construction phase engineering services to provide remediation and repairs of these two (2) exposed reaches of pipeline.

This memorandum reports on the initial tasks of this project to begin the review of issues and options for improvements to select viable alternatives for further development and evaluation. Recommendations for interim measures to be installed within the near term are presented and alternatives for longer term improvements are identified for consideration and further study. The exposed reaches of the project are shown on the Project Location Map, **Figure 1**, and are described as follows:

- Immediately downstream of the Bradbury Dam Spillway, in an area where a secondary overflow channel diverts in a southerly path from the main channel of the Santa Ynez River. In this location the pipeline is exposed for approximately 200 feet.



- In the current channel of San Lucas Creek, immediately upstream of its confluence with the Santa Ynez River, but within the river's floodplain. In this location the pipeline is exposed for approximately 50 feet.



| <b>Damage Risk Mitigation<br/>Table 1 - Alternatives</b> |   |
|--|---|
| <b>Alternative &amp; Cost</b>                            | <b>Description of Cost Basis</b>  |
| Full Pipeline Replacement<br>\$160 Million               | 26,000 feet of 30" WSP in Highway 154 @ \$20*/dia-in<br>=>\$600/foot => \$160 Million. *From recent bid for 2nd Barrel – COMB (48" WSP) |
| Problem Area Replacement<br>\$7 Million                  | 6,000 feet of HDD @ \$1,000/foot => \$6 Million plus  |
|  | 1000 feet conventional \$600/foot => \$600,000  |
| Riprap<br>\$200,000                                      | 250' x 10' = 2,500 ft sq @ \$80/ft-sq => \$200,000  |
| Point Replacements<br>\$300,000                          | 300' of 30" WSP concrete encased @ \$1000/foot => \$300,000   |
| Piers<br>\$600,000                                       | 400' total borings, 24" dia. @ \$1300/foot => \$520,000 plus  |
|  | Armored pipe replacement 200' @ \$400/ft => \$80,000  |

**Telephone Conferences**

Telephone conferences were conducted on February 10, 2010 and February 17, 2010 to review desktop investigation findings, observations and potential options, and to discuss the course of the project. In the first session, Dan Ellison and Doug Hahn were joined with Lori Prentice of Fugro and John Brady. Dave Arthurs joined briefly at the start of the first session and participated in the second session. Andy Romer along with Rosie Thompson, of ENTRIX was also able to participate in the later session on the February 17, 2010.

At the first session concepts for interim and long-term repairs were discussed along with the findings of Fugro’s desktop study. In the second session, these options were further discussed, and scheduling issues for permits and access were raised.

Considering the time needed to conduct geotechnical explorations, which are essential for evaluating the feasibility of long-term repairs; and the potential risk of the exposed pipeline segments in their current state; there was a consensus to move forward with interim measures. The continued development and evaluation of long-term repairs will progress within the constraints of permitting and the moratorium. A moratorium established by the U.S. Bureau of Reclamation prohibits work in the Santa Ynez River channel area from December first through May first. The recommendations on interim measures and longer term alternatives that followed from these conference calls are discussed below. A proposed schedule of key project and construction activities was also developed and is presented in **Appendix C**.

**Interim Measures**

In our site visits to the exposed segments, Andy Romer suggested a means to control velocities and sediment loss that he had seen in another application. That was to provide riprap structures downstream of the exposed segments. In the conference call this option was thought of as an appropriate approach, but it was requested that a flow path be created

## APPENDIX 4-6

### Project 6: Goleta Sanitary District, Wastewater Treatment Plant Upgrade

- Contractual Users Financial Commitment
- CWSRF Facility Plan Approval and Preliminary Funding Commitment
- April 2007 Prop 218 Notice
- April 2008 Prop 218 Notice
- In-Kind Funding Match Labor Hours Form
- Dudek Proposal
- HDR Engineering Services Proposal
- HDR Professional Services Agreement
- Opinion of Probable Construction Costs
- Dudek Archaeological Proposal
- CWSRF Requirements

THIRD AMENDMENT TO AGREEMENT  
FOR EXPANSION OF THE GOLETA SANITARY DISTRICT  
SEWAGE DISPOSAL TREATMENT PLANT FACILITIES

THIS THIRD AMENDMENT, dated for reference purposes only as of December 14, 2007, is made and entered into by and between the GOLETA SANITARY DISTRICT, a public agency organized and existing under Part I of Division 6 of the California Health and Safety Code ("GSD"), the GOLETA WEST SANITARY DISTRICT, a public agency organized and existing under Part I of Division 6 of the California Health and Safety Code ("GWSD"), the REGENTS OF THE UNIVERSITY OF CALIFORNIA, a corporation organized and existing under the California Constitution (the "University"), the CITY OF SANTA BARBARA, a municipal corporation organized and existing under the laws of the State of California (the "City"), and the COUNTY OF SANTA BARBARA, a political subdivision of the State of California (the "County") (collectively, the "Parties" and individually, a "Party"), as follows:

Recitals

A. On November 28, 1960, GSD, GWSD (formerly known as the Isla Vista Sanitary District), the University, the City and the County entered into a contract entitled "Agreement for Expansion of the Goleta Sanitary District Sewage Disposal Treatment Plant Facilities (the "1960 Agreement").

B. The 1960 Agreement was amended on July 1, 1964 by a document entitled "Amendment to Agreement for Expansion of the Goleta Sanitary District Sewage Disposal Treatment Plant Facilities" (the "1964 Amendment") and was further amended on September 9, 1970 by a document entitled "Second Amendment to Agreement for Expansion of the Goleta Sanitary District Sewage Disposal Treatment Plant Facilities" (the "1970 Amendment").

C. The 1960 Agreement provides for the shared use of the GSD wastewater treatment plant located at the site now known as One William Moffett Place, Goleta California (the "Plant"). The 1960 Agreement also provides for the expansion of the Plant, the construction of an ocean outfall line and the sharing of costs relating to those projects.

D. The 1964 Amendment sets forth (i) details for the expansion of the Plant and the construction of the ocean outfall line, (ii) revised cost estimates, (iii) the allocation of costs between the Parties for various components of the project, and (iv) the capacity rights of the Parties in the Plant and in the ocean outfall line.

E. The 1970 Amendment sets forth (i) details for the further expansion of the Plant to provide for additional capacity and the purchase of additional land, (ii) the allocation of costs between the Parties for the Plant expansion and additional land, and (iii) the capacity rights of the Parties in the Plant upon the completion of the expansion.

F. Subsequent to the Plant expansion provided for in the 1970 Amendment, various capital improvements to the Plant have been undertaken, including but not limited to the upgrading of the Plant which was completed in June of 1988 to provide partial secondary treatment. The costs of these capital improvements have been paid for by the Parties in proportion to their capacity rights in the Plant, as set forth in the 1970 Amendment.

G. In November of 2004, GSD entered into a Settlement Agreement with the Central Coast Regional Water Quality Control Board ("RWQCB"), which requires that the Plant be converted to provide full secondary treatment. A copy of the Settlement Agreement is attached hereto as Exhibit "A" and is made a part hereof by this reference. The terms of the Settlement Agreement are incorporated into WDR Order No. R3-2004-0129 adopted by the RWQCB on November 19, 2004. The Settlement Agreement requires GSD to complete the secondary treatment conversion within ten (10) years and sets forth a detailed schedule of milestones relating to the project.

H. The Parties desire to set forth herein their agreement pertaining to the upgrading of the Plant pursuant to the Settlement Agreement and the allocation of costs for the project.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Conversion of Plant. The Parties hereby agree that GSD shall upgrade the Plant to provide full secondary treatment pursuant to and in accordance with the terms of the Settlement Agreement (the "Project"). The Project is more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference.

2. Allocation of Costs. All costs and expenses related to the Project, including but not limited to planning, design, environmental review, permitting and construction, shall be paid by the Parties in proportion to their existing capacity rights in the Plant, as follows:

|         |        |
|---------|--------|
| GSD:    | 47.87% |
| GWSD:   | 40.78% |
| UCSB:   | 7.09%  |
| City:   | 2.84%  |
| County: | 1.42%  |

A preliminary cost estimate for the Project is set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

3. Billing and Payment. GSD shall send periodic invoices to the other Parties setting forth each Party's share of the Project costs, calculated in accordance with the percentages set forth in Section 2 above. Each such invoice shall be due and payable within forty-five (45) days from the date of the invoice.

4. Capacity Rights. Each Party shall continue to own its existing capacity rights in the Plant as it will exist upon completion of the Project, as set forth in Section 2 above.

5. Further Assurances. The Parties each agree to take such actions and execute such documents as may be reasonably required to carry out the intent of this Third Amendment.

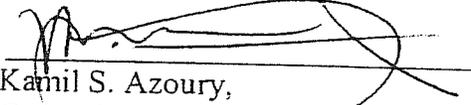
6. Continued Effect. Except as specifically amended herein, all of the terms and provisions of the 1960 Agreement, as amended by the 1964 Amendment and the 1970 Amendment, shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment as of the date(s) set forth below.

**GOLETA SANITARY DISTRICT**

By:   
George W. Emerson,  
Governing Board President

COUNTERSIGNED:

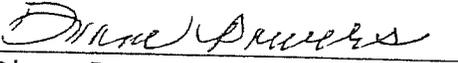
By:   
Kamil S. Azoury,  
Governing Board Secretary

Dated: 12/14/07, 2007

**GOLETA WEST SANITARY DISTRICT**

By:   
Larry Meyer  
Governing Board President

COUNTERSIGNED:

By:   
Dianne Powers  
Governing Board Secretary

Dated: November 21, 2007

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

By: \_\_\_\_\_  
Donna Carpenter  
Vice Chancellor, Administrative Services

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Office of General Counsel

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: Donna Carpenter  
Donna Carpenter  
Vice Chancellor, Administrative Services

APPROVED AS TO FORM:

By: [Signature]  
Office of General Counsel

Dated: 9/10, 2007

THE CITY OF SANTA BARBARA

By: \_\_\_\_\_  
Karen Ramsdell  
Airport Director

ATTEST:

By: \_\_\_\_\_  
Cynthia M. Rodriguez, CMC  
City Clerk Services Manager

APPROVED AS TO FORM:

Stephen P. Wiley  
City Attorney

By: \_\_\_\_\_  
Sarah Knecht  
Assistant City Attorney

Dated: \_\_\_\_\_, 2007

THE COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
Chair of Board of Supervisors

By: \_\_\_\_\_  
Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
University Counsel

Dated: \_\_\_\_\_, 2007

**THE CITY OF SANTA BARBARA**

By: Karen Ramsdell  
Karen Ramsdell  
Airport Director

ATTEST:

By: Cynthia M. Rodriguez  
Cynthia M. Rodriguez, CMC  
City Clerk Services Manager

APPROVED AS TO FORM:

Stephen P. Wiley  
City Attorney

By: Sarah Knecht  
Sarah Knecht  
Assistant City Attorney

Dated: Sept. 25, 2007

**THE COUNTY OF SANTA BARBARA**

By: \_\_\_\_\_  
Chair of Board of Supervisors

ATTEST:

By: \_\_\_\_\_  
County Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Chair

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Secretary

Dated: \_\_\_\_\_, 2007

\_\_\_\_\_

THE CITY OF SANTA BARBARA

(SEAL)

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

Dated: \_\_\_\_\_, 2007

By: \_\_\_\_\_  
City Attorney

THE COUNTY OF SANTA BARBARA

(SEAL)

By: *Broder Finton*  
Chair of Board of Supervisors

ATTEST:

By: *Rolitt Cohen*  
County Clerk

APPROVED AS TO FORM:

Dated: 6-5-07, 2007

By: *M. Salbette*  
County Counsel

# State Water Resources Control Board



Linda S. Adams  
Secretary for  
Environmental Protection

## Division of Financial Assistance

1001 I Street, Sacramento, California 95814 • (916) 341-5700  
Mailing Address: P.O. Box 944212 • Sacramento, California 94244-2120  
FAX (916) 341-5707 • <http://www.waterboards.ca.gov>



Arnold Schwarzenegger  
Governor

**DIVISION OF FINANCIAL ASSISTANCE (DIVISION)  
FACILITY PLAN APPROVAL (FPA)  
CLEAN WATER STATE REVOLVING FUND (CWSRF) PROGRAM  
GOLETA SANITARY DISTRICT (DISTRICT); WASTEWATER TREATMENT PLANT (WWTP)  
UPGRADE TO SECONDARY TREATMENT PROJECT (PROJECT)  
CWSRF PROJECT NO. C-06-5092-110**

DEC - 3 2010

CERTIFIED MAIL NO.: 7003 3110 0003 0772 7122  
Return Receipt Requested

Mr. Kamil S. Azoury  
General Manager/District Engineer  
Goleta Sanitary District  
One William Moffett Place  
Goleta, CA 93117

RECEIVED

NOV 17 2010

Goleta Sanitary District

Division staff prepared this FPA based on the District's CWSRF Program application and supporting documents. The FPA documents our understanding of the District's Project, and the conditions that will apply to the financing agreement for the Project. You must agree with this amended FPA before we can proceed with funding the Project.

This FPA constitutes a final staff decision. The FPA does not reserve funds for your Project and it is not the financing agreement. After the Division receives the District's agreement on the eligibility decisions, schedule, and conditions in this FPA, the Project Manager will request approval of a CWSRF Preliminary Funding Commitment (PFC) for your Project by the Deputy Director of the Division. After the Deputy Director of the Division approves the PFC, the initial financing agreement will be prepared and sent to the District for execution. A copy of the proposed PFC is attached to this FPA. To expedite this process, please sign in the space provided below and return to your CWSRF Program Project Manager immediately at:

Mr. Glenn Zeichner  
State Water Resources Control Board  
Division of Financial Assistance  
P.O. Box 944212  
Sacramento, CA 94244-2120  
Phone: (916) 323-9322  
E-mail: [gzeichner@waterboards.ca.gov](mailto:gzeichner@waterboards.ca.gov)

For your convenience, the "DRAFT CWSRF Contract Template" is available online at:  
[http://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/srf/docs/cwsrf/cwsrf\\_cntrct\\_tmplte.pdf](http://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/cwsrf/cwsrf_cntrct_tmplte.pdf).

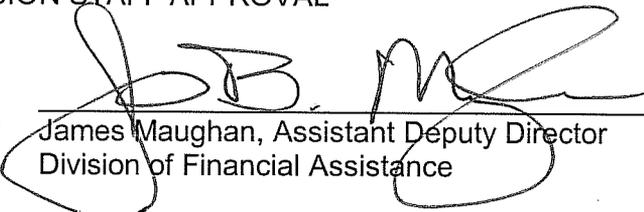
*California Environmental Protection Agency*

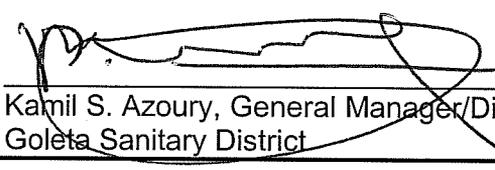


Recycled Paper

If you do NOT agree with this FPA, then you must request a final Division Decision within ten working days from the date the Assistant Deputy Director approved the FPA in the signature block below. Your request should specify the items of disagreement and suggest the exact changes with which you will agree. Please send the request to:

Mr. Esteban Almanza, Deputy Director  
State Water Resources Control Board  
Division of Financial Assistance  
P.O. Box 944212  
Sacramento, CA 94244-2120

|  |                         |
|--|-------------------------|
| DIVISION STAFF APPROVAL  |                         |
| Sign Here:  | <u>11/15/10</u><br>Date |
| James Maughan, Assistant Deputy Director<br>Division of Financial Assistance                 |                         |

|  |                         |
|--|-------------------------|
| APPLICANT AGREEMENT  |                         |
| Using the authority delegated by the District on October 19, 2009, in Resolution No. 09-490, I hereby agree, on behalf of the District, with the content and conditions of this CWSRF FPA for Project No. C-06-5092-110, and have reviewed the draft financing agreement template. |                         |
| Sign Here:    | <u>11/18/10</u><br>Date |
| Kamil S. Azoury, General Manager/District Engineer<br>Goleta Sanitary District   |                         |

POLICY

*Policy for Implementing the Clean Water State Revolving Fund (CWSRF) for Construction of Wastewater Treatment Facilities (Policy) amended on March 17, 2009.*

TYPE OF FUNDING REQUESTED

TOTAL PROJECT COST  
\$46,894,132

TOTAL CWSRF FUNDING REQUEST  
\$22,448,221

## AUTHORIZED REPRESENTATIVE

Mr. Kamil S. Azoury  
General Manager/District Engineer  
Goleta Sanitary District  
One William Moffett Place  
Goleta, CA 93117

## PROJECT DIRECTOR

Mr. Kamil S. Azoury  
General Manager/District Engineer  
Goleta Sanitary District  
One William Moffett Place  
Goleta, CA 93117

## TECHNICAL REVIEW

### BACKGROUND INFORMATION

The District's WWTP treats wastewater generated in the following service areas: the District, Goleta West Sanitary District, University of California Santa Barbara, Santa Barbara Municipal Airport, and unincorporated Santa Barbara County. In November 2004, the District and the Central Coast Regional Water Quality Control Board (Central Coast Regional Water Board) entered into a settlement agreement that allowed the District to continue to operate under the provisions of Section 301(h) of the Clean Water Act until November 2014, when the discharge to the Pacific Ocean must meet secondary treatment standards. The agreement also requires the District to submit a Facility Planning Study summarizing the recommended approach to upgrade the existing facilities in order to meet the anticipated National Pollution Discharge Elimination System (NPDES) Permit for secondary treatment. This study identified a cost effective alternative to meet the provision of the settlement agreement, identified facility wide improvement to support facilities and space utilization, and determined a long term, local self sufficient biosolids reuse program.

### PROJECT LOCATION

The project site is located in an unincorporated area of Santa Barbara County, at One William Moffett Place, Goleta CA. The site is adjacent to the Santa Barbara Municipal Airport and north of Goleta Beach County Park.

### EXISTING FACILITIES

The existing District WWTP was designed to meet the monthly 30 day average discharge limit of 63 milligrams per liter total suspended solids (TSS) and 98 milligrams per liter (mg/L) for five day biochemical oxygen demand (BOD<sub>5</sub>) under a peak seasonal dry weather flow of 9.7 million gallons per day (MGD). The treatment system consists of primary settling, biofiltration with a trickling filter, aeration, secondary clarification, chlorine disinfection, and dechlorination. Wastewater flows greater than 4.38 MGD receive primary treatment only and are blended with treated secondary wastewater prior to disinfection and discharge to the Pacific Ocean through a diffuser, 5,912 feet offshore at a depth of approximately 87 feet, which provides a minimum dilution of 122:1.

### PROJECT OBJECTIVES

The District's objectives for implementing the proposed Project are to:

1. Meet the anticipated NPDES standards for a full secondary effluent discharge to the Pacific Ocean, under the settlement agreement with the Central Coast Regional Water Board, by November 2014;
2. Produce secondary effluent of adequate quality to supply on-site water reclamation requirements; and
3. Upgrade the level of treatment with more efficient methods and better use of existing treatment processes.

## PROJECT DESCRIPTION

Improvements to the WWTP include the following:

- The headworks operates with three bar screens positioned in series, two are mechanically cleaned and the third is a manually cleaned bar screen. The two mechanically cleaned bar screens will be demolished and replaced with new larger units containing smaller sized openings for more efficient screening. Due to the larger size of the new bar screen units and associated framework they will not fit side by side as did the old mechanically cleaned screens. To accommodate all three screens in the limited space the existing manually cleaned bar screen will need to be relocated from the end to the middle of the two new bar screens.
- The existing screenings conveyor belt structure will be removed and replaced with a new belt conveyor.
- A new grit washer and compactor system and grit dewatering units will be installed.
- The existing odor control tower at the headworks will be replaced with a new biological odor control system.
- New energy efficient foul air blowers will be installed.
- One of the existing solids stabilization ponds will be converted into a 3 million gallon (MG) primary flow equalization basin.
- A flow equalization basin pump station will be constructed and three primary flow equalization pumps will be installed.
- A second trickling filter (biofilter) identical in size to the existing trickling filter will be constructed. The existing trickling filter will remain in use as is.
- A new biofilter recirculation pump station and primary effluent valve vaults will also be constructed.
- A new three train activated sludge aeration basin will be added with a total volume of 1.5 MG.
- A new blower building housing the aeration air blowers will be constructed next to the activated sludge basin.
- Two new 80-foot diameter secondary sedimentation tanks will be added to the two existing 60-foot diameter tanks.
- A new mixed liquor flow distribution system will be constructed. It will consist of a new concrete structure with internal weirs that function to distribute the mixed liquor by gravity to each of the four secondary sedimentation tanks.
- The existing 60-foot diameter tanks will operate with the existing return activated sludge/waste activated sludge (RAS/WAS) pumping station, however the three existing RAS and two existing WAS pumps will be removed and replaced with three new variable speed RAS pumps and two new variable speed WAS pumps.
- A new RAS/WAS pumping station will be built for the new 80-foot diameter secondary clarifiers and will contain the new variable speed RAS and WAS pumps.
- The RAS from all four secondary clarifiers will be pumped to a new mixed liquor influent channel splitter box common to the activated sludge trains, where it will mix with trickling filter effluent.
- WAS will be pumped to two new mechanical thickeners and then on to the anaerobic digesters. Secondary effluent will be pumped to the existing chlorine contact chamber.
- The existing diesel sludge dredge will be replaced with a new electric model.
- A new sludge holding tank will be constructed next to the new solids handling building.

- The solids handling building will contain the polymer feed tanks and pumps, the new flocculator, the two new mechanical thickeners and two new screw presses. The screw presses will dewater the sludge prior to disposal of this treatment by-product as biosolids.
- A cogeneration system will be installed to convert the waste gas from the anaerobic digesters into electric power and heat.
- The existing emergency generators will be replaced with two new 1,000 brake horsepower (bhp) emergency generators.
- The existing shower and locker building will be demolished and a new shower and locker building will be constructed.

The Project is listed on the State Fiscal Year (SFY) 2010/2011 CWSRF Project Priority List.

The Project is listed in the CWSRF Intended Use Plan for SFY 2010/2011.

The Project is routine and non-controversial based on documents and communications with the District:  X  Yes   No

**CWSRF PROJECT COSTS**

Below is a table that outlines the estimated Project cost for the District's Project:

| TYPE OF WORK               | ESTIMATED COSTS        |
|----------------------------|------------------------|
| A. Construction            | \$37,653,801*          |
| B. Allowances (Soft Costs) |                        |
| 1. Planning                | \$2,396,000            |
| 2. Design                  | \$2,796,351            |
| 3. Construction Management | \$3,197,480            |
| 4. Administration          | \$767,000              |
| 5. Value Engineering       | \$83,500               |
| Subtotal of Allowances     | \$9,240,331            |
| <b>TOTAL</b>               | <b>\$46,894,132 **</b> |

\* Based on the District's September 2010 Engineer's Cost Estimate.

\*\* Per an agreement with the other jurisdictions served by the WWTP, the District is responsible for 47.87% of the Project costs. Only the District's portion of costs will be financed through the CWSRF Program.

**ELIGIBLE COSTS**

The items listed below are eligible for CWSRF financing. Detailed Project component eligibility and eligible component size will be determined during the review of the final Plans and Specifications (P&S) as part of the Approval of Award (AOA), and will be consistent with this FPA.

- Site preparation, access; or security improvements
- Equalization basin
- Activated sludge basin, including aeration air blowers
- Headworks improvements, including new bar screen with washer, compactor, grit dewaterers and conveyor belt
- Secondary sedimentation tanks

- Trickling filter
- Odor control equipment
- Solids dredging, holding, and dewatering equipment and building
- Pumps, pump stations, piping & valves
- Process control equipment
- Reasonable administration and laboratory building space directly related to the operation of the eligible facilities
- Relocate/Demolish/Remodel existing buildings as needed for installation of new facilities
- Allowances (soft costs) for planning, design, and construction management
- Mitigation measures mandated by state and/or federal agencies

**INELIGIBLE COSTS**

- Facilities under construction prior to the issuance of the PFC by the Division
- Construction change orders and claims exceeding the amount of the CWSRF financing agreement
- Decorative items (artwork, sculptures, reflective ponds, etc.)
- Construction contingencies
- Operation and maintenance costs and extended warranties for equipment
- Act of God insurance costs
- Portable furniture and appliances
- All other items not included in the construction contract except approved allowances
- Demolition of existing facilities NOT required to provide space for eligible new facilities

**ELIGIBLE DESIGN PARAMETERS**

The Project's eligible design parameters will be consistent with the District's Waste Discharge Requirements (WDR) Order No. R3-2010-0012 (NPDES Permit No. CA0048160), issued by the Central Coast Regional Water Board. A summarized table of eligible design parameters is provided below:

| PARAMETER                 | VALUE *    |
|---------------------------|------------|
| Population Served         | 80,000     |
| Average Dry Weather Flow  | 9 MGD      |
| Peak Wet Weather Flow     | 25.4 MGD   |
| Effluent BOD <sub>5</sub> | 30 mg/L ** |
| Effluent TSS              | 30 mg/L ** |

\* Per Facilities Planning Study, dated June 2008.

\*\* Anticipated NPDES standards for full secondary treatment, required by November 2014, under the District's settlement agreement with the Central Coast Regional Water Board.

**PROJECT SCHEDULE**

This tentative schedule does not supersede any regulatory enforcement schedule. Special attention to the Project milestones schedule is critical. Schedules must be compatible with requirements of the Central Coast Regional Water Board enforcement actions related to the planned facilities. Approval of a schedule not compatible with the Central Coast Regional Water Board requirements does not relieve the District of its responsibility to achieve compliance.

| DISTRICT MILESTONES                                    | SCHEDULED DATE                    |
|--|-----------------------------------|
| Advertise for Bids                                     | November 29, 2010                 |
| Open Bids  | January 14, 2010                  |
| Submit AOA Package                                     | January 28, 2011                  |
| Start Construction (Notice to Proceed)                 | April 29, 2011                    |
| Submit Construction Status Reports                     | Due quarterly during construction |
| Completion of Construction                             | April 30, 2014                    |
| Initiation of Operations                               | May 30, 2014                      |
| Performance Certification & Project Performance Report | May 30, 2015                      |

### **ENVIRONMENTAL REVIEW**

State Water Resources Control Board (State Water Board) staff conducted a Tier II environmental review, reviewed the environmental documents, and determined that the District's Project will not result in any significant water quality impacts. Special conditions will be added to the CWSRF financing agreement to address compliance with the Migratory Bird Treaty Act and the National Historic Preservation Act.

The District adopted an Initial Study/Mitigated Negative Declaration (State Clearinghouse No. 2008061141) and a Mitigation Monitoring and Reporting Plan and approved the Project on September 8, 2009. The District filed a Notice of Determination with the Santa Barbara County Clerk on September 10, 2009, and with the Governor's Office of Planning and Research on September 14, 2009.

### **FINANCIAL AND FISCAL REVIEW**

#### FISCAL IMPACT ON APPLICANT

A credit review analyzed the District's ability to enter into a financing agreement for the amount of \$24.4 million for the District's portion of construction and allowance costs. The credit review provided recommendations regarding the financing agreement terms, maximum CWSRF financing amount, financial capacity and reserve fund requirements for the financing agreement.

The District's estimated 2009 median household income (MHI) is \$77,700, approximately 129% of the State of California MHI. The District does not qualify as a small disadvantaged community. The current residential monthly rates are \$36.86 per equivalent residential unit (ERU). The District's WWTP serves an estimated 80,000 residents equating to approximately 25,000 ERU. Approximately 18,000 of those ERUs are within the District itself, with the remainder in Goleta West Sanitary District, the University of California at Santa Barbara, the Santa Barbara Municipal Airport, and unincorporated Santa Barbara County.

After allowing for the operations and maintenance (O&M) costs, estimated at \$6,395,318 each year, the net sewer service charge revenues are approximately \$3,886,821. The District has one outstanding debt with the State Water Board. This debt initially totaled \$2,279,438 with an annual payment of \$152,157. The current debt balance is \$568,298. The debt will mature on October 7, 2014. The existing debt is secured by net revenues of the District.

The estimated total cost of the District's WWTP Project is \$46,894,132. The District is responsible for 47.87% of the total Project cost. The balance of the project will be paid in cash, based on the percentages shown in the table below, by the four contractual users for their continued capacity rights to the WWTP. The contractual users have submitted letters of commitment to the District for their individual cash portion of the project.

| User                            | Percent Contribution * | Estimated Cost |
|---------------------------------|------------------------|----------------|
| Goleta Sanitary District        | 47.87%                 | \$22,448,221   |
| West Goleta Sanitary District   | 40.78%                 | \$19,123,427   |
| UC Santa Barbara                | 7.09%                  | \$ 3,324,794   |
| Santa Barbara Municipal Airport | 2.84%                  | \$ 1,331,793   |
| Santa Barbara County            | 1.42%                  | \$ 665,897     |
| Total                           | 100%                   | \$46,894,132   |

\* Per the December 14, 2007, amendment to the Agreement for Expansion of the Goleta Sanitary District WWTP Facilities.

The District has set up a WWTP Full Secondary Upgrading Fund No. 4670. Within this fund are two separate accounts: the Sewer Service Charge Revenue Account No. 4670-3100 for the portion of sewer service charge revenue dedicated to CWSRF repayments; and the Revenue From Other Government Agencies Wastewater Plant Upgrading Account No. 4670-3250, for the cash received from the other contractual users for their portion of the Project funding.

#### SECURITY AND SOURCE OF FINANCING REPAYMENT

Per Resolution No. 10-496, the District dedicated a portion of the monthly sewer service charge, equal to \$11.31 per month per ERU, to the repayment of the proposed CWSRF financing. When the \$11.31 portion of the service charge is calculated over a period of a year;  $\$11.31 \times 12 \text{ months} \times 18,000 \text{ ERU} = \$2,442,960$ ; which is 1.53 times the proposed CWSRF debt service. All sewer service charges are collected semi-annually through the County property tax system. The portion of sewer service charges dedicated to the repayment of the District's Project CWSRF debt will be held by the District in a separate restricted fund, designated as the Sewer Service Charge Revenue Account No. 4670-3100.

A financing agreement of \$24.4 million for a term of 20 years at an estimated 2.70 percent interest rate would have an annual debt service of \$1,564,517. When the portion of service charge revenue pledged for CWSRF repayments is compared to this debt service, the outcome is 1.53 times coverage. This exceeds the CWSRF requirement for a minimum of 1.10 times coverage. The applicant has no senior debt therefore; the senior debt coverage requirement is not applicable.

#### COMPARATIVE REVENUES AND EXPENSES ANALYSIS

While the District is dedicating only a portion of the service charge revenue to repayment of the proposed CWSRF financing agreement, the table on the next page shows the District has sufficient revenues to cover all expenses and debt service.

| <b>Fiscal Year</b>             | <b>2005/06</b>     | <b>2006/07</b>     | <b>2007/08</b>     | <b>2008/09</b>     | <b>Budgeted<br/>2009/10</b> |
|--------------------------------|--------------------|--------------------|--------------------|--------------------|-----------------------------|
| Service Charges                | \$4,436,571        | \$4,448,399        | \$5,354,281        | \$7,199,438        | \$8,025,724                 |
| Sewage Treatment               | \$1,652,744        | \$2,142,695        | \$1,959,062        | \$1,753,672        | \$1,535,334                 |
| Other Operating Revenues       | \$648,892          | \$191,316          | \$447,084          | \$217,430          | \$141,141                   |
| Interest Revenue               | \$561,016          | \$754,175          | \$654,373          | \$353,760          | \$384,946                   |
| Property Taxes                 | \$108,212          | \$112,504          | \$115,781          | \$119,414          | \$134,994                   |
| Non-Operating Revenues         | \$166,815          | \$349,752          | \$270,652          | \$93,775           | \$60,000                    |
| <b>Total Revenues</b>          | <b>\$7,574,250</b> | <b>\$8,465,265</b> | <b>\$9,698,209</b> | <b>\$9,737,489</b> | <b>\$10,282,139</b>         |
| Operating Expenses*            | \$4,963,627        | \$5,335,696        | \$7,023,828        | \$7,848,562        | \$6,395,318                 |
| Net Available for Debt Service | \$2,610,623        | \$3,129,569        | \$2,674,381        | \$1,888,927        | \$3,886,821                 |
| CWSRF #4330-110 Debt Service   | \$152,157          | \$152,157          | \$152,157          | \$152,157          | \$152,157                   |
| Proposed Debt Service          | \$0                | \$0                | \$0                | \$0                | \$1,594,912                 |
| <b>Total Debt Service</b>      | <b>152,157</b>     | <b>152,157</b>     | <b>152,157</b>     | <b>152,157</b>     | <b>1,747,069</b>            |
| Debt Service Coverage          | 17.16              | 20.57              | 17.58              | 12.41              | 2.22                        |

\* \$2,049,318 in annual O&M costs is paid by contractual users, Goleta West Sanitary District, University of California Santa Barbara, Santa Barbara Airport, Santa Barbara County, leaving the District a budgeted O&M cost of \$4,346,000 for fiscal year 2009/10.

Total operating revenues show an average increase over the past four fiscal years of 6.75 percent. Operating expenses have increased an average of 4.6 percent over the same period. The District's increase in revenue is primarily due to rate increases totaling \$16 per month per ERU since July 2007. These increases include the \$11.31 per month per ERU for the proposed CWSRF Project repayments. The remainder of the increases (\$4.69 per month per ERU) will be used to cover inflation, O&M costs, and collection system improvements.

State Water Board staff recommends approving a CWSRF financing agreement subject to the following items:

- The financing agreement shall be limited to a maximum of \$24.4 million (assuming a 20-year term at a 2.7% interest rate) unless information supporting the credit review changes and a supplemental credit review is performed;
- The District shall establish a Reserve Fund equal to one year's debt service from available cash prior to the construction completion date;
- The District shall covenant to establish rates and charges in amounts sufficient to generate revenue, in Sewer Service Charge Revenue Account No. 4670-3100, equal to at least a 1.10 times annual debt service;
- The District may not incur future senior debt; and
- The District may incur parity debt only if it meets Section X.G of the CWSRF Policy.

**FISCAL IMPACT ON THE CWSRF PROGRAM**

| As of 10/25/2010:  | SFY<br>2010-11       | SFY<br>2011-12       | SFY<br>2012-13       | SFY<br>2013-14       | SFY<br>2014-15       |
|--|----------------------|----------------------|----------------------|----------------------|----------------------|
| Beginning Balance:   | \$405,559,109        | \$51,854,885         | \$142,001,189        | \$321,075,170        | \$542,181,449        |
| Estimated Repayments   | \$232,328,707        | \$242,328,707        | \$252,328,707        | \$262,328,707        | \$272,328,707        |
| Debt Service on Revenue Bonds  | (\$31,456,429)       | (\$30,228,204)       | (\$27,714,204)       | (\$23,821,829)       | (\$20,966,279)       |
| Estimated Capitalization Grants  | \$67,144,221         | \$133,230,720        | \$28,800,000         | \$28,800,000         | \$28,800,000         |
| Local Match Credits  | \$9,255,993          | \$941,240            | \$2,290,046          | \$916,685            | \$958,353            |
| Est. SMIF Interest:  | \$2,700,000          | \$3,000,000          | \$3,000,000          | \$3,000,000          | \$3,000,000          |
| Estimated Disbursements  | (\$573,483,990)      | (\$206,499,551)      | (\$77,904,194)       | (\$50,117,284)       | (\$5,750,000)        |
| <b>Subtotal</b>  | <b>\$112,047,611</b> | <b>\$194,627,798</b> | <b>\$322,801,544</b> | <b>\$542,181,449</b> | <b>\$820,552,229</b> |
| <b>Proposed Projects Estimated Disbursements</b>                             |                      |                      |                      |                      |                      |
| Goleta Sanitary District, #5092-110 (08/02/2010)                             | (\$3,000,000)        | (\$22,000,000)       |                      |                      |                      |
| Sunnyslope County Water District, #5160-110 (06/23/2010, 08/23/10)           | (\$5,096,669)        | (\$7,829,260)        |                      |                      |                      |
| Russian River County Sanitation District, #5201-110 (10/25/2010)             | (\$2,100,000)        |                      |                      |                      |                      |
| Union Sanitary District, #5221-110 (10/25/2010)                              | (\$552,516)          | (\$1,550,677)        |                      |                      |                      |
| LA County Sanitation District No.1, #5240-110 (09/09/2010)                   | (\$1,500,000)        |                      |                      |                      |                      |
| City of Seal Beach, #5310-110 (10/07/10)                                     | (\$75,000)           | (\$1,300,000)        | (\$300,000)          |                      |                      |
| Inland Empire Utilities Agency, #5333-110 (10/25/2010)                       | (\$1,510,000)        | (\$13,000,000)       | (\$320,000)          |                      |                      |
| Yurok Tribe, #5348-110 (05/19/2010)  | (\$18,750,000)       |                      |                      |                      |                      |
| Victor Valley Wastewater Rec Authority, #5376-110 (02/23/2010, 09/08/2010)   | (\$21,328,241)       |                      |                      |                      |                      |
| Sonoma Valley County Sanitation District, #5501-110 (04/27/2010, 08/02/2010) | (\$4,100,000)        |                      |                      |                      |                      |
| Delta Diablo Sanitation District #5571-110 (9/20/2010)                       | (\$797,300)          | (\$4,916,672)        | (\$1,106,374)        |                      |                      |

|   |                     |                      |                      |                      |                      |
|---|---------------------|----------------------|----------------------|----------------------|----------------------|
| Sonoma Valley County<br>Sanitation District, #7020-110<br>(06/16/2010)  | (\$1,070,000)       | (\$2,030,000)        |                      |                      |                      |
| Earlilmart Public Utility<br>District, #7190-110<br>(08/25/2010)  | (\$313,000)         |                      |                      |                      |                      |
| <b>Ending Balance on June 30</b>  | <b>\$51,854,885</b> | <b>\$142,001,189</b> | <b>\$321,075,170</b> | <b>\$542,181,449</b> | <b>\$820,552,229</b> |
| <b>Notes:</b>   |                     |                      |                      |                      |                      |
| <ul style="list-style-type: none"> <li>• The State Water Board approved the sale of up to \$300 million in Revenue Bonds in September 2005 for the CWSRF Program to cover any shortfall of funds.</li> <li>• Estimated repayments include repayments from existing and future financing.</li> <li>• Estimated disbursements include disbursements remaining on executed financing and planned disbursements on projects with preliminary funding commitments.</li> <li>• Local match credits are the anticipated funds that will be contributed for local match financing included in "Estimated Disbursements."</li> <li>• Estimated Capitalization Grants excludes funds reserved for Principal Forgiveness.</li> </ul> |                     |                      |                      |                      |                      |

## LEGAL REVIEW

The District's attorney has certified that the District holds sufficient property rights to enable the District to access, construct, operate, maintain, repair, monitor, and inspect the Project for the life of the Project or the term of the CWSRF financing, whichever is longer.

## SPECIAL CONDITIONS

1. This FPA includes only the Project described above and does not include any associated projects that may have been referred to in the District's Facilities Planning Study, dated June 2008. This approval does not guarantee that a CWSRF financing agreement will be awarded for this Project;
2. In accordance with the Migratory Bird Treaty Act, the District shall implement the mitigation measure identified in the Initial Study/Mitigated Negative Declaration to ensure avoidance of migratory birds. This measure will be included as a special condition in Exhibit D of the District's CWSRF financing agreement;
3. In accordance with the National Historic Preservation Act to protect cultural resources, the District will be required to provide qualified archaeological and Native American monitors for all Project excavations. Any identified archaeological deposits shall be immediately reported to the State Water Board Cultural Resources Officer (CRO). The CRO must be consulted and approve any additional evaluation and treatment procedures. These measures will be included as special conditions in Exhibit D of the District's CWSRF financing agreement;
4. The District must comply with the Disadvantaged Business Enterprises and Davis-Bacon requirements and certify compliance with all federal laws;
5. The District will submit an AOA package after Project bid opening. The Division, through the AOA package, will use the Project bid results accepted by the District along with the final Project P&S to review final Project eligibility and performance standards. After review and approval, the Division will prepare an amendment to the financing agreement consistent with the final eligibility determination and credit review. Signature of amended agreement by the District will constitute agreement with the Division's decisions on the AOA package;

6. As determined by the District's credit review results, the CWSRF financing agreement is subject to the following terms:
  - The financing agreement shall be limited to a maximum of \$24.4 million (assuming a 20-year term at a 2.7% interest rate) unless information supporting the credit review changes and a supplemental credit review is performed,
  - The District shall establish a Reserve Fund equal to one year's debt service from available cash prior to the construction completion date,
  - The District shall covenant to establish rates and charges in amounts sufficient to generate revenue, in Sewer Service Charge Revenue Account No. 4670-3100, equal to at least a 1.10 times annual debt service,
  - The District may not incur future senior debt, and
  - The District may incur parity debt only if it meets Section X.G of the CWSRF Policy;
7. The Division will not amend the financing agreement or disburse funds for construction costs until the District provides a legal opinion representing that during the most recent rate setting procedure, the District complied with Proposition 218 requirements;
8. The District may jeopardize CWSRF financing if construction begins prior to the PFC. Construction after the PFC and prior to issuance of the financing agreement is eligible for CWSRF financing; and
9. The District must sign financing agreement on or before April 29, 2011. Division staff may approve up to a 120-day extension for good cause.

## **DISTRIBUTION**

Roger W. Briggs, Executive Officer  
Central Coast Regional Water Quality Control Board

Glenn Zeichner, Division  
Cookie Hirn, Division  
Kelly Valine, Division  
Pete Mizera, Division  
Meghan Brown, Division  
Ahmad Kashkoli, Division



Linda S. Adams  
Secretary for  
Environmental Protection

# State Water Resources Control Board

## Division of Financial Assistance

1001 I Street • Sacramento, California 95814 • (916) 341-5700  
Mailing Address: P.O. Box 944212 • Sacramento, California 94244-2120  
Fax (916) 341-5707 • <http://www.waterboards.ca.gov>



Arnold Schwarzenegger  
Governor

**DIVISION OF FINANCIAL ASSISTANCE (DIVISION)  
PRELIMINARY FUNDING COMMITMENT (PFC)  
CLEAN WATER STATE REVOLVING FUND (CWSRF) PROGRAM  
GOLETA SANITARY DISTRICT (DISTRICT); WASTEWATER TREATMENT PLANT  
UPGRADE TO SECONDARY TREATMENT PROJECT (PROJECT)  
CWSRF PROJECT NO.: C-06-5092-110  
DETERMINATION NO.: DFA-2010-023**

## FINDINGS

1. The State Water Resources Control Board (State Water Board), on March 17, 2009, adopted the amended *Policy for Implementing the CWSRF for Construction of Wastewater Treatment Facilities*;
2. The District's Project is a routine and non-controversial project that is consistent with the policies, regulations, and agreements the State Water Board has adopted for implementation of the CWSRF Program;
3. The State Water Board, on June 15, 2010, adopted the CWSRF Program Priority List 2010/2011, which included the District's Project;
4. The District adopted an Initial Study/Mitigated Negative Declaration (State Clearinghouse No. 2008061141) and a Mitigation Monitoring and Reporting Plan and approved the Project on September 8, 2009;
5. The District filed a Notice of Determination with the Santa Barbara County Clerk on September 10, 2009, and with the Governor's Office of Planning and Research on September 14, 2009;
6. The Project will not result in significant adverse water quality impacts. Special conditions will be added to the CWSRF financing agreement to address compliance with the Migratory Bird Treaty Act and the National Historic Preservation Act;
7. As determined by the District's credit review results, the CWSRF financing agreement is subject to the following terms:
  - a. The financing agreement shall be limited to a maximum of \$24.4 million (assuming a 20-year term at a 2.7% interest rate) unless information supporting the credit review changes and a supplemental credit review is performed,
  - b. The District shall establish a Reserve Fund equal to one year's debt service from available cash prior to the construction completion date,
  - c. The District shall covenant to establish rates and charges in amounts sufficient to generate revenue, in Sewer Service Charge Revenue Account No. 4670-3100, equal to at least a 1.10 times annual debt service,

- d. The District may not incur future senior debt,
  - e. The District may incur parity debt only if it meets Section X.G of the CWSRF Policy; and
8. The Division will not amend the financing agreement or disburse funds for construction costs until the District provides a legal opinion representing that during the most recent rate setting procedure, the District complied with Proposition 218 requirements.

**APPROVALS**

Using the authority delegated by the State Water Board in the March 17, 2009, Policy amendment and incorporating the conditions in the foregoing FPA, agreed to by Division staff and the District, I hereby:

- 1. Approve a CWSRF PFC of \$24.4 million for the District's Project with a repayment period of 20-years at an interest rate of one-half the general obligation bond rate obtained by the State Treasurers Office as of the date of the PFC. The first repayment shall be due one year after completion of construction;
- 2. Direct the Division staff to allocate \$24.4 million consistent with the construction schedule and availability of funds; and
- 3. Withdraw this PFC if the District does not sign the CWSRF Financing Agreement on or before April 29, 2011. Division staff may approve up to a 120-day extension for good cause.

State Water Board action on this item will assist the Water Boards in reaching Item No. 4 of Goal 4 of the Strategic Plan Update 2008-2012 to: comprehensively address water quality protection and restoration, and the relationship between water supply and water quality, and describe the connections between water quality, water quantity, and climate change, throughout California's water planning processes.

Preliminary  
Funding  
Commitment

  
\_\_\_\_\_  
Esteban Almanza, Deputy Director  
Division of Financial Assistance

12/2/10  
Date



## District's Rates Are Below County and State Averages

*Even with a proposed rate increase, Goleta Sanitary District's new charge for wastewater service per residence of \$24.86 a month is lower than the average of \$31.00 for Santa Barbara County and less than the average of \$28.09 for the state of California.*

Wastewater User Charge  
Survey Report ('05-'06)  
California State Water  
Resources Control Board

### How We Keep Costs Down

Goleta Sanitary District continually takes steps to improve service and reduce costs:

- District staff are cross-trained to increase efficiency.
- Expenses are closely tracked and reviewed to find cost-saving ideas.
- New money-saving technologies are assessed and rapidly adopted.
- Rates are maintained below county and state averages.

# Goleta Sanitary District

Protecting Public Health and the Environment

## NOTICE OF PUBLIC HEARING ON PROPOSED INCREASE IN SEWER SERVICE CHARGES

Goleta Sanitary District provides sewage collection, treatment and disposal services to properties located within the District's boundaries. To cover the cost of these services, the District has established rates and charges. The District's current monthly sewer service charge is \$20.86 per single family residence or equivalent residential unit. This charge is based on the cost to collect, transport and treat wastewater from all users within the District's service area.

### Rate Increase Needed to Cover Upgrade Costs

As part of the District's 2004 permit renewal process, the California Regional Water Quality Control Board required the District to upgrade its treatment process to full secondary level. The treatment plant conversion to this level is planned for completion by 2014. A preliminary estimate of the cost for the project is about \$30 million, of which approximately \$14 million will be Goleta Sanitary District's share. Contract Users of the treatment plant will pay the remainder. Costs will be further refined as project planning and design are completed. Sewer service charge increases are essential to cover the cost of this upgrade. The first phase of rate increases is proposed to take effect July 2007 and will increase the monthly sewer service charge by \$4.00 per month per single family residence. A detailed schedule of the proposed rates is found on the back of this notice.

The District's Governing Board will hold a hearing on the proposed sewer service charge increase on June 18, 2007 at 7:30 p.m. at the District's Boardroom located at One William Moffett Place, Goleta, CA 93117.

### Questions or Comments? Please Contact Us

If you have any questions or if you wish to review the data on which the District's charges are calculated, please contact the District:

Call the District at (805) 967-4519 during regular business hours, Monday through Friday

Participate in the Public Hearing on June 18, 2007 at 7:30 p.m. in the District's Boardroom located at One William Moffett Place, Goleta, CA 93117

Write the District at One William Moffett Place, Goleta, CA 93117

### To Protest

At the public hearing, the Board will receive and consider public input and any written protest. Such written protest may be delivered to the Board any time prior to the close of its public hearing on June 18, 2007. The protest must identify the property for which the protest is entered and be signed by the protester. If written protests against the proposed increase in sewer service charges are presented by a majority of affected owners, the District will not approve the proposed increases.

**For More Information, Please Call: (805) 967-4519**

## Proposed Sewer Rates by Customer Groups

| USER CATEGORY  | PROPOSED ANNUAL SEWER CHARGE 2007-2008   |
|--|--|
| Single family residences   | \$298.32 per residence per year (\$24.86 per month)                            |
| Condominiums, mobile home spaces, apartments, trailers, duplexes, triplexes, (multiple family residences), commercial establishments (grocery, service, and other retail stores, theaters), beauty shops, barber shops | \$241.69 per unit per year<br><span style="margin-left: 150px;">\$20.14</span> |
| Motels   | \$171.76 per unit per year   |
| Markets  | \$543.44 per each 74,095 gals. of water used                                   |
| Banks, machine shops, auto repair  | \$271.15 per unit per year   |
| Office suites  | \$205.58 per unit per year   |
| Doctors and dental offices, churches, animal shelters (kennels, veterinary clinics), private clubs used with recreational facilities   | \$298.32 per each 74,095 gals. of water used                                   |
| Bars, cocktail lounges, taverns  | \$47.77 per seat per year  |
| Restaurants, food service facilities, take-out or drive-in   | \$563.60 per each 74,095 gals. of water used                                   |
| Laundromats/cleaners   | \$263.43 per each 74,095 gals. of water used                                   |
| Service stations   | \$305.90 per unit per year   |
| Service stations with trailer dump facilities  | \$1,000.36 per unit per year   |
| Car washes   | \$253.97 per each 74,095 gals. of water used                                   |
| Factories, industrial plants, water bottling or treatment plant, auditoriums, dance halls, recreation buildings  | \$253.41 per each 74,095 gals. of water used                                   |
| Mortuaries   | \$1,499.90 per unit per year   |
| Hospitals  | \$284.59 per each 74,095 gals. of water used                                   |
| Schools (nursery, elementary, secondary)   | \$15.16 per average daily attendance per year                                  |
| Boys & Girls clubs   | \$7.58 per average daily attendance per year                                   |
| Photographic processing plants   | \$542.30 per unit per year   |

**ALTERNATIVE RATE: THE ABOVE CHARGES ARE MINIMUMS. CHARGES ARE HIGHER FOR ANY USER THAT DISCHARGES WASTEWATER IN EXCESS OF ITS ANNUAL ALLOCATION. THE ALTERNATIVE CHARGE EQUALS THE ACTUAL ANNUAL DISCHARGE IN GALLONS DIVIDED BY THE ANNUAL ALLOCATION (74,095 GALLONS PER YEAR) TIMES THE MINIMUM ANNUAL RATE.**

**District charges will continue to be collected on the property tax bill. The new charge will take effect in July 2007 and will be collected with the November 2007 property tax bill.**

  
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 DISTRICT ENGINEER  
 Kamill S. Azoury, P.E.

Goleta Sanitary District  
 One William Moffett Place  
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 Phone (805) 967-4519  
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**Important Information About Your Sewer Rates and Service**  
**For Questions Please Call: (805) 967-4519**

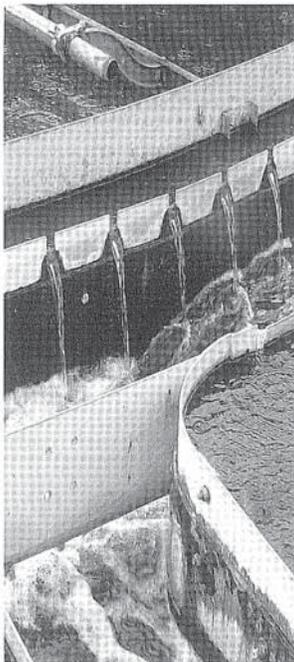


## District's Rates are on Par with County Averages

The proposed rate increase of \$9 for a single family residence per month consists of \$1 to cover the inflationary cost associated with the District's operations and maintenance expenses, and \$8 for the required plant upgrading project.

Even with the \$8 per month that is needed to cover the treatment plant upgrade costs, the District's new rate for wastewater service per home of \$33.86 per month (\$406.32 per year) is on par with the average of \$32.62 for Santa Barbara County.\*

\*Wastewater User Charge Survey Report (May 2007) California State Water Resources Control Board.



The treatment plant upgrade, required by law, will allow the District to treat 100% of the community's wastewater to the full secondary level.

# Goleta Sanitary District

Protecting Public Health and the Environment

## NOTICE OF PUBLIC HEARING ON PROPOSED INCREASE IN SEWER SERVICE CHARGES

Goleta Sanitary District provides sewage collection, treatment and disposal services to properties located within the District's boundaries. To cover the cost of these services, the District has established a system of rates and charges. The District's current monthly sewer service charge is \$24.86 per single family residence or equivalent residential unit. The sewer service charge is based on the cost to collect, transport, treat and dispose of wastewater from all users within the District's service area.

### Rate Increase Essential to Cover Upgrade Costs

As part of the District's 2004 permit renewal process, the California Regional Water Quality Control Board required the District to upgrade the treatment process to full secondary level. A preliminary estimate places the cost for the whole project at approximately \$35,000,000, of which approximately \$17,000,000 will be the Goleta Sanitary District's share. Contract users of the treatment plant will pay the remainder.

Construction is scheduled to begin in April 2011 and be completed by 2014. Sewer service charge increases are essential to cover the cost of this upgrade. Financial analysis conducted by the District has indicated that a phased approach to increasing sewer service charges is the most fiscally responsible method. This phase is proposed to take effect July 2008 and will increase the sewer service charge by \$9.00 per month per single family residence. A schedule of the proposed rates for each customer category is printed on the back of this notice.

The District's Governing Board will hold a hearing on the proposed sewer service charge increase on **June 16, 2008** at 7:30 p.m. at the District's Boardroom located at One William Moffett Place, Goleta, California 93117.

### Questions or Comments? Please Contact Us

If you have any questions or if you wish to review the data on which the District's charges are calculated, please:

**CALL** the District office at (805) 967-4519 during regular business hours, Monday through Friday

**PARTICIPATE** in the Public Hearing on **June 16, 2008** at 7:30 p.m. in the District's Boardroom

**WRITE** the District at One William Moffett Place, Goleta, CA 93117

### To Protest

At the public hearing, the Board will receive and consider public input and any written protest. Such written protest may be delivered to the Board any time prior to the close of its public hearing on June 16, 2008. The protest must identify the property for which the protest is entered and be signed by the protester. If written protests against the proposed increase in sewer service charges are presented by a majority of affected owners, the District will not approve the proposed increases.

**For More Information, Please Call: (805) 967-4519**

## Proposed Sewer Rates by Customer Groups

| USER CATEGORY  | PROPOSED ANNUAL SEWER CHARGE 2008-2009              |
|--|---|
| Single family residences   | \$406.32 per residence per year (\$33.86 per month) |
| Condominiums, mobile home spaces, apartments, trailers, duplexes, triplexes, (multiple family residences), commercial establishments (grocery, service, and other retail stores, theaters), beauty shops, barber shops | \$329.19 per unit per year                          |
| Motels   | \$233.94 per unit per year                          |
| Markets  | \$740.18 per each 74,095 gallons of water used      |
| Banks, machine shops, auto repair  | \$369.31 per unit per year                          |
| Office suites  | \$279.52 per unit per year                          |
| Doctors and dental offices, churches, animal shelters (kennels, veterinary clinics), private clubs used with recreational facilities   | \$406.32 per each 74,095 gallons of water used      |
| Bars, cocktail lounges, taverns  | \$65.06 per seat per year                           |
| Restaurants, food service facilities, take-out or drive-in   | \$767.64 per each 74,095 gallons of water used      |
| Laundromats/cleaners   | \$358.80 per each 74,095 gallons of water used      |
| Service stations   | \$416.64 per unit per year                          |
| Service stations with trailer dump facilities  | \$1,362.52 per unit per year                        |
| Car washes   | \$321.40 per each 74,095 gallons of water used      |
| Factories, industrial plants, water bottling or treatment plant, auditoriums, dance halls, recreation buildings  | \$345.15 per each 74,095 gallons of water used      |
| Mortuaries   | \$2,042.90 per unit per year                        |
| Hospitals  | \$387.62 per each 74,095 gallons of water used      |
| Schools (nursery, elementary, secondary)   | \$20.65 per average daily attendance per year       |
| Boys & Girls clubs   | \$10.32 per average daily attendance per year       |
| Photographic processing plants   | \$738.63 per unit per year                          |

**ALTERNATIVE RATE: THE RATES ABOVE ARE MINIMUM RATES. THE DISTRICT CHARGES A HIGHER RATE FOR ANY USER THAT DISCHARGES WASTEWATER IN EXCESS OF ITS ANNUAL ALLOCATION. THE ALTERNATIVE CHARGE EQUALS THE ACTUAL ANNUAL DISCHARGE IN GALLONS DIVIDED BY THE ANNUAL ALLOCATION (74,095 GALLONS PER YEAR) TIMES THE MINIMUM ANNUAL RATE.**

**District charges will continue to be collected on the property tax bill. The new charge will take effect in July 2008 and will be collected with the November 2008 property tax bill.**

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**GOVERNING BOARD**  
 Elbert W. Trantow, President  
 John R. Fox, Director  
 John S. Carter, Director  
 Steven T. Majowski, Director  
 George W. Emerson, Director  
**GENERAL MANAGER/**  
**DISTRICT ENGINEER**  
 Kamill S. Azoury, P.E.

Goleta Sanitary District  
 One William Moffett Place  
 Goleta, California 93117  
 Phone (805) 967-4519  
 Fax: (805) 964-3583  
 www.goletasanitary.org



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**Important Information About Your Sewer Rates and Service  
 For Questions Please Call: (805) 967-4519**



## Santa Barbara County IRWMP In-Kind Funding Match Labor Hours

PROPOSITION 84 IMPLEMENTATION GRANT APPLICATION (Round 1)

**Purpose:** This form will be submitted to DWR as an Appendix to Attachment 4 Budget to clearly outline the type and extent of In-Kind contributions being claimed on each project. This form will serve to summarize the necessary timesheet information (employees, dates, hours, bill rates).

**Due Date:** Please complete this form and email the completed form directly to Kim Wilson/CH2M HILL at [Kimberly.Wilson@ch2m.com](mailto:Kimberly.Wilson@ch2m.com).

**Instructions to Select Checkboxes**

- Double click on the grey box (to check "Yes" or "No")
- In Check Box Form Field Option, select "Checked" the under "Default Value"
- Use this box to test:

### General Information

|                         |  |                            |
|-------------------------|--|----------------------------|
| Agency Name:            | Goleta Sanitary District                                 |                            |
| Project Name:           | Wastewater Treatment Plant Upgrading Project (Project 6) |                            |
| Project Contact Person: | Phone  | E-mail                     |
| Kamil S. Azoury         | (805) 967-4519   | kazoury@goletasanitary.org |

### In-Kind Funding Match

|  |   |   |
|--|---|---|
| <p><b>Have you or your agency provided services which can be considered "In-Kind" according to DWR's definition of "In-Kind Services" from the Guidelines and FAQs below for your agency's project?</b></p> <p><i>Definition of In-Kind Service: work performed by the grantee, the cost of which is considered funding match in-lieu of actual funds from the grantee; DWR will accept in-kind service from the broader IRWM effort as long as it meets the conditions placed on funding match. Funding match must be directly attributable to project development and must not have been incurred prior to September 30, 2008.</i></p> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <p>If yes, please proceed to complete the rest of this form entirely and accurately to the best of your knowledge.</p> <p>If no, please skip to the last page and provide the signature of an authorized signatory.</p> |
|--|---|---|

### Work Plan Tasks Associated with In-Kind Funding Match

|   |   |
|---|---|
| <p>Please specify the project Work Plan tasks for which In-Kind services have or are anticipated to be attributed. Refer to the Work Plan section of your project's PIF form for a list of tasks for your project and use the same headers/descriptions here for consistency.</p> <p>Only list those tasks here that were performed by you or other members of your agency/organization (also includes contracted employees and volunteer time specifically related to this project).</p> <p><i>Please add/delete task items as necessary and appropriate</i></p> | <p><u>Task 1 Project Administration and Development of Financing</u></p> <p><u>Task 3 Reporting</u></p> <p><u>Task 4 Assessment and Evaluation</u></p> <p><u>Task 5 Final Design</u></p> <p><u>Task 6 Environmental Documentation</u></p> <p><u>Task 7 Permitting</u></p> <p><u>Task 8 Construction Contracting</u></p> |
|---|---|



## Santa Barbara County IRWMP In-Kind Funding Match Labor Hours

PROPOSITION 84 IMPLEMENTATION GRANT APPLICATION (Round 1)

| <b>In-Kind Labor Hours (Summary of Timesheet Information)</b>  |  |                          |                               |                  |       |                   |                                |
|--|--|--------------------------|-------------------------------|------------------|-------|-------------------|--------------------------------|
| <p>For each of the tasks identified above, please use the table below to provide estimated or anticipated dates and hours for the activities associated with each of these tasks. In-Kind labor hours can only be claimed for tasks/activities performed after <u>9/30/2008</u>. If there is more than one staff person, please indicate in the rows below.</p> <p><i>Please add further task items, dates and hours as necessary and appropriate. The first two line items are provided as an example and should be deleted and replaced with the information related to Task 1a of your project.</i></p> |  |                          |                               |                  |       |                   |                                |
| Task No.   | Description of activities performed  | Agency                   | Employee Name & Job Title     | Dates            | Hours | Bill Rate (\$/hr) | In-Kind \$ (Hours x Bill Rate) |
| 1.1.1  | Project Administration   | Goleta Sanitary District | Kamil Azoury General Manager  | 10/1/08-4/1/14   | 183   | \$107/hr          | \$19,623                       |
|  |  |                          | Jeff Salt Operations Manager  |                  | 41    | \$58/hr           | \$2,364                        |
|  |  |                          | Kathleen Werner Tech Services |                  | 795   | \$43/hr           | \$34,173                       |
| 1.1.2  | Constructability Review  | Goleta Sanitary District | Kamil Azoury General Manager  | 5/1/10 – 6/1/10  | 43    | \$107/hr          | \$4,552                        |
|  |  |                          | Jeff Salt Operations Manager  |                  | 43    | \$58/hr           | \$2,468                        |
| 1.1.3  | Preparation of pre-qualification requirements & evaluation of applicants         | Goleta Sanitary District | Kamil Azoury General Manager  | 7/1/10 – 9/1/10  | 43    | \$107/hr          | \$4,552                        |
|  |  |                          | Jeff Salt Operations Manager  |                  | 43    | \$58/hr           | \$2,468                        |
| <b>Task 1 Subtotal</b>   |  |                          |                               |                  |       |                   | <b>\$70,200</b>                |
| 3.1  | Complete quarterly, annual and final reports as specified in the grant agreement | Goleta Sanitary District | Kamil Azoury General Manager  | 10/1/11 – 4/4/14 | 13    | \$107/hr          | \$1,345                        |
|  |  |                          | Jeff Salt Operations Manager  |                  | 13    | \$58/hr           | \$729                          |
|  |  |                          | Kathleen Werner Tech Services |                  | 101   | \$43/hr           | \$4,325                        |
| 3.2  | Design Data Management Approach  | Goleta Sanitary District | Kamil Azoury General Manager  | 10/1/11 – 4/1/14 | 61    | \$107/hr          | \$6,485                        |
|  |  |                          | Jeff Salt Operations Manager  |                  | 61    | \$58/hr           | \$3,515                        |
| 3.3  | Monitoring, assessment and performance measurement                               | Goleta Sanitary District | Kamil Azoury General Manager  | 4/1/14 – 10/1/14 | 248   | \$107/hr          | \$26,575                       |
|  |  |                          | Jeff Salt Operations Manager  |                  | 621   | \$58/hr           | \$36,012                       |
|  |  |                          | Kathleen Werner Tech Services |                  | 373   | \$43/hr           | \$16,019                       |
| <b>Task 3 Subtotal</b>   |  |                          |                               |                  |       |                   | <b>\$95,006</b>                |
| 4.4  | Conduct value engineering study  | Goleta Sanitary District | Kamil Azoury General Manager  | 1/1/09 – 8/1/09  | 48    | \$107/hr          | \$5,144                        |
|  |  |                          | Jeff Salt Operations Manager  |                  | 48    | \$58/hr           | \$2,788                        |
|  |  |                          | Kathleen Werner Tech Services |                  | 48    | \$43/hr           | \$2,067                        |
| <b>Task 4 Subtotal</b>   |  |                          |                               |                  |       |                   | <b>\$10,000</b>                |



**Santa Barbara County IRWMP In-Kind Funding Match Labor Hours**  
 PROPOSITION 84 IMPLEMENTATION GRANT APPLICATION (Round 1)

|                        |   |                          |                               |                   |    |          |          |
|------------------------|---|--------------------------|-------------------------------|-------------------|----|----------|----------|
| 5.2                    | 30% design submittals                             | Goleta Sanitary District | Kamil Azoury General Manager  | 10/1/08 – 12/1/08 | 4  | \$107/hr | \$436    |
|                        |   |                          | Jeff Salt Operations Manager  |                   | 33 | \$58/hr  | \$1,889  |
|                        |   |                          | Kathleen Werner Tech Services |                   | 4  | \$43/hr  | \$175    |
| 5.3                    | 60% design submittals                             | Goleta Sanitary District | Kamil Azoury General Manager  | 1/1/09 – 11/1/09  | 4  | \$107/hr | \$436    |
|                        |   |                          | Jeff Salt Operations Manager  |                   | 33 | \$58/hr  | \$1,889  |
|                        |   |                          | Kathleen Werner Tech Services |                   | 4  | \$43/hr  | \$175    |
| 5.4                    | 90% design submittals                             | Goleta Sanitary District | Kamil Azoury General Manager  | 12/1/09 – 3/1/09  | 4  | \$107/hr | \$436    |
|                        |   |                          | Jeff Salt Operations Manager  |                   | 33 | \$58/hr  | \$1,889  |
|                        |   |                          | Kathleen Werner Tech Services |                   | 4  | \$43/hr  | \$175    |
| 5.5                    | 100% design submittals                            | Goleta Sanitary District | Kamil Azoury General Manager  | 4/1/10 – 9/1/10   | 4  | \$107/hr | \$436    |
|                        |   |                          | Jeff Salt Operations Manager  |                   | 33 | \$58/hr  | \$1,889  |
|                        |   |                          | Kathleen Werner Tech Services |                   | 4  | \$43/hr  | \$175    |
| <b>Task 5 Subtotal</b> |   |                          |                               |                   |    |          | \$10,000 |
| 6.4                    | Adopt final CEQA                                  | Goleta Sanitary District | Kamil Azoury General Manager  | 9/3/09 – 9/8/09   | 5  | \$107/hr | \$585    |
|                        |   |                          | Jeff Salt Operations Manager  |                   | 5  | \$58/hr  | \$317    |
|                        |   |                          | Kathleen Werner Tech Services |                   | 26 | \$43/hr  | \$1,098  |
| <b>Task 6 Subtotal</b> |   |                          |                               |                   |    |          | \$2,000  |
| 7.1                    | Coastal Development Permit, SB County             | Goleta Sanitary District | Kamil Azoury General Manager  | 1/1/09 – 12/24/10 | 10 | \$107/hr | \$1,051  |
|                        |   |                          | Jeff Salt Operations Manager  |                   | 10 | \$58/hr  | \$570    |
|                        |   |                          | Kathleen Werner Tech Services |                   | 79 | \$43/hr  | \$3,379  |
| 7.2                    | Coastal Development Permit, CA Coastal Commission | Goleta Sanitary District | Kamil Azoury General Manager  | 1/1/09 – 12/10/10 | 10 | \$107/hr | \$1,051  |
|                        |   |                          | Jeff Salt Operations Manager  |                   | 10 | \$58/hr  | \$570    |
|                        |   |                          | Kathleen Werner Tech Services |                   | 79 | \$43/hr  | \$3,379  |
| 7.3                    | Land Use Permit, SB County                        | Goleta Sanitary District | Kamil Azoury General Manager  | 8/1/10 – 12/31/10 | 10 | \$107/hr | \$1,051  |
|                        |   |                          | Jeff Salt Operations Manager  |                   | 10 | \$58/hr  | \$570    |
|                        |   |                          | Kathleen Werner Tech Services |                   | 79 | \$43/hr  | \$3,379  |



**Santa Barbara County IRWMP In-Kind Funding Match Labor Hours**

PROPOSITION 84 IMPLEMENTATION GRANT APPLICATION (Round 1)

|  |  |                          |                               |                   |    |          |           |
|--|--|--------------------------|-------------------------------|-------------------|----|----------|-----------|
| 7.4  | Authority to Construct, SB County APCD           | Goleta Sanitary District | Kamil Azoury General Manager  | 1/1/10 – 12/14/10 | 10 | \$107/hr | \$1,051   |
|  |  |                          | Jeff Salt Operations Manager  |                   | 10 | \$58/hr  | \$570     |
|  |  |                          | Kathleen Werner Tech Services |                   | 79 | \$43/hr  | \$3,379   |
| <b>Task 7 Subtotal</b>   |  |                          |                               |                   |    |          | \$20,000  |
| 8.1  | Prepare and advertise request for qualifications | Goleta Sanitary District | Kamil Azoury General Manager  | 7/1/10 – 9/1/10   | 61 | \$107/hr | \$6,485   |
|  |  |                          | Jeff Salt Operations Manager  |                   | 61 | \$58/hr  | \$3,515   |
| 8.2  | Evaluate Bids and select construction contractor | Goleta Sanitary District | Kamil Azoury General Manager  | 1/1/11 – 4/1/11   | 61 | \$107/hr | \$6,485   |
|  |  |                          | Jeff Salt Operations Manager  |                   | 61 | \$58/hr  | \$3,515   |
| <b>Task 8 Subtotal</b>   |  |                          |                               |                   |    |          | \$20,000  |
| <b>Project Total In-Kind \$ (Sum all rows)</b>   |  |                          |                               |                   |    |          | \$227,206 |
| <b>Please check to make sure this amount is consistent with Table 7-6 Project 6 Budget</b> |  |                          |                               |                   |    |          |           |

Agency Representative

Signature \_\_\_\_\_

Title General Manager / District Engineer

Date December 8, 2010

### 3 ESTIMATED LEVEL OF EFFORT

The attached manpower chart provides an estimate of hours used per month for the Dudek team. This was used as the basis for our cost estimate included in Section 4. We have separated our level of effort and services into three (3) categories: constructability review, bid period assistance, and construction phase services.

#### 3.1 Constructability Review Services

We realize that there is a short window to perform a constructability review of the contract documents based on the fact that the District wants to bid this project in early 2010. We will commit to completing our review in a three-week time period, starting Monday, January 4, 2010 and having a report ready for the District by January 26 or earlier. The review will focus on areas of the plans that are unclear, missing information, ambiguities with the plans and specifications, and areas that may be unconstructable. We will prepare a report of our findings along with a "red-lined" set of plans/specifications. The plans will be reviewed by experts in the field for each specific discipline, i.e. front-end documents, civil, mechanical, structural, electrical and instrumentation.

**TABLE 3. PRE-CONSTRUCTION SERVICES CONSTRUCTABILITY REVIEW ESTIMATE OF HOURS**

| Personnel        | Discipline                               | Hours      |
|------------------|--|------------|
| George Litzinger | Overall Coordination/Front-end Documents | 80         |
| Bill Harrison    | Civil, Mechanical, Structural            | 100        |
| Jason Linsdau    | Technical Specifications                 | 60         |
| Eric Honour      | Architectural Plans                      | 40         |
| Rock Swanson     | Electrical/Instrumentation               | 60         |
| Deb Maher        | Report Preparation                       | 10         |
| Tom Evans        | Local Coordination                       | 10         |
|                  | <b>Total</b>                             | <b>360</b> |

#### 3.2 Bid Period Assistance Services

During the bid period of this project we will attend the pre-bid meeting, assist the District in responding to requests for clarifications (RFCs), preparation of addenda, evaluate bids and recommend award.

**TABLE 4. BID PERIOD ASSISTANCE ESTIMATE OF HOURS**

| Personnel        | Discipline                      | Hours     |
|------------------|---------------------------------|-----------|
| George Litzinger | Bid Evaluations/Attend Meetings | 20        |
| Bill Harrison    | RFCs/Bid Evaluations/Addenda    | 24        |
| Jason Linsdau    | RFCs/Bid Evaluations            | 10        |
| Tom Evans        | Local Coordination              | 10        |
|                  | <b>Total</b>                    | <b>64</b> |

**TABLE 6. MAN-HOUR ESTIMATE**

| Employee type      | Project Manager (Part Time) | Construction Manager (Full Time) | Field Engineer (Part Time) | Chief Inspector (Full Time) | I&C Inspector (Part Time) | Deputy Inspector (Part Time) | Admin. Assistant Part Time |
|--------------------|-----------------------------|----------------------------------|----------------------------|-----------------------------|---------------------------|------------------------------|----------------------------|
| Employee           | George Litzinger            | Bill Harrison                    | Jason Linsdau              | Roy Erlenbach               | Rock Swanson              | Al Olea                      | Deb Maher                  |
|                    | Hours                       | Hours                            | Hours                      | Hours                       | Hours                     | Hours                        | Hours                      |
| January-10         | 80                          | 100                              | 60                         |                             | 60                        |                              | 10                         |
| February-10        | 20                          | 24                               | 10                         |                             |                           |                              | 10                         |
| March-10           | 12                          | 184                              | 184                        | 184                         |                           |                              |                            |
| April-10           | 12                          | 176                              | 176                        | 176                         |                           |                              |                            |
| May-10             | 12                          | 168                              | 168                        | 168                         |                           |                              |                            |
| June-10            | 12                          | 176                              | 176                        | 176                         |                           |                              |                            |
| July-10            | 12                          | 176                              | 176                        | 176                         |                           |                              |                            |
| August-10          | 12                          | 176                              | 176                        | 176                         |                           | 176                          |                            |
| September-10       | 12                          | 176                              | 176                        | 176                         |                           | 176                          |                            |
| October-10         | 12                          | 168                              | 168                        | 168                         | 60                        | 168                          |                            |
| November-10        | 12                          | 176                              | 176                        | 176                         | 80                        | 176                          |                            |
| December-10        | 12                          | 184                              | 184                        | 184                         |                           | 184                          |                            |
| January-11         | 12                          | 168                              | 168                        | 168                         |                           | 168                          |                            |
| February-11        | 12                          | 160                              | 160                        | 160                         |                           | 160                          | 112                        |
| March-11           | 12                          | 184                              | 152                        | 184                         |                           | 184                          | 184                        |
| April-11           | 12                          | 168                              | 80                         | 168                         |                           | 168                          | 168                        |
| May-11             | 12                          | 176                              | 80                         | 176                         |                           | 40                           | 176                        |
| June-11            | 12                          | 176                              | 80                         | 176                         |                           |                              | 176                        |
| July-11            | 12                          | 168                              | 80                         | 168                         |                           |                              | 168                        |
| August-11          | 12                          | 184                              | 40                         | 184                         |                           |                              | 184                        |
| September-11       | 12                          | 176                              | 40                         | 176                         | 40                        |                              | 176                        |
| October-11         | 12                          | 168                              | 40                         | 168                         | 80                        |                              | 168                        |
| November-11        | 12                          | 176                              |                            | 176                         | 80                        |                              | 176                        |
| December-11        | 12                          | 176                              |                            | 176                         | 160                       |                              | 176                        |
| January-12         | 12                          | 176                              |                            | 176                         | 160                       |                              | 176                        |
| February-12        | 12                          | 168                              |                            | 168                         | 80                        |                              | 168                        |
| March-12           | 12                          | 176                              |                            | 176                         | 80                        |                              | 32                         |
| April-12           | 12                          | 40                               |                            | 40                          | 40                        |                              |                            |
| <b>Total Hours</b> | <b>412</b>                  | <b>4,524</b>                     | <b>2,750</b>               | <b>4,400</b>                | <b>920</b>                | <b>1,600</b>                 | <b>2,260</b>               |

Goleta WWTP Expansion Project

Constructability Review  
 Bid Period  
 Construction Contract Award Period

Construction NTP  
 Construction Management  
 Project Manager  
 Construction Manager  
 Project Engineer  
 Chief Inspector  
 I&C Inspector and Start Up  
 Deputy Inspector  
 Administrative Assistant

| Activity ID                   | Description                        | Orig Dur | Early Start | Early Finish | Staff Names      |
|-------------------------------|------------------------------------|----------|-------------|--------------|------------------|
| <b>Pre-Construction Phase</b> |                                    |          |             |              |                  |
| A0900                         | Goleta WWTP Expansion Project      | 588 *    | 13JAN10     | 16APR12      |                  |
| A1000                         | Constructability Review            | 10       | 13JAN10     | 26JAN10      |                  |
| A1010                         | Bid Period                         | 22       | 27JAN10     | 25FEB10      |                  |
| A1015                         | Construction Contract Award Period | 5        | 26FEB10     | 04MAR10      |                  |
| <b>Construction Phase</b>     |                                    |          |             |              |                  |
| B1020                         | Construction NTP                   | 0        | 05MAR10     |              |                  |
| B1025                         | Construction Management            | 551 *    | 05MAR10     | 16APR12      |                  |
| B1030                         | Project Manager                    | 550      | 05MAR10     | 13APR12      | George Litzinger |
| B1040                         | Construction Manager               | 550      | 05MAR10     | 13APR12      | Bill Harrision   |
| B1050                         | Project Engineer                   | 280      | 05MAR10     | 31MAR11      | Jason Linsdau    |
| B1060                         | Chief Inspector                    | 550      | 05MAR10     | 13APR12      | Roy Erlenbach    |
| B1065                         | I&C Inspector and Start Up         | 150      | 19SEP11     | 13APR12      | Jim Hudson       |
| B1070                         | Deputy Inspector                   | 200      | 02AUG10     | 06MAY11      | Al Olea          |
| B1080                         | Administrative Assistant           | 280      | 09FEB11     | 07MAR12      | Debbie Maher     |

## Dudek Construction Management Schedule Goleta WWTP Expansion

Early bar  
 Progress bar  
 Critical bar  
 Summary bar  
 Start milestone point  
 Finish milestone point

## 4 ESTIMATED COST

The following cost is based on a two-year construction schedule per our manpower estimate provided in Section 3.

### 4.1 Pre-Construction Services/Constructability Review

| Personnel        | Hours | Hourly Rate  | Total Cost      |
|------------------|-------|--------------|-----------------|
| George Litzinger | 80    | \$150        | \$12,000        |
| Bill Harrison    | 100   | \$145        | \$14,500        |
| Jason Linsdau    | 60    | \$135        | \$8,100         |
| Eric Honour      | 40    | \$125        | \$5,000         |
| Rock Swanson     | 60    | \$145        | \$8,700         |
| Deb Maher        | 10    | \$75         | \$750           |
| Tom Evans        | 10    | \$150        | \$1,500         |
|                  |       | <b>Total</b> | <b>\$50,550</b> |

### 4.2 Bid Period Assistance Services

| Personnel        | Hours | Hourly Rate  | Total Cost     |
|------------------|-------|--------------|----------------|
| George Litzinger | 20    | \$150        | \$3,000        |
| Bill Harrison    | 24    | \$145        | \$3,480        |
| Jason Linsdau    | 10    | \$135        | \$1,350        |
| Tom Evans        | 10    | \$150        | \$1,500        |
|                  |       | <b>Total</b> | <b>\$9,330</b> |

### 4.3 Construction Phase Services

| Personnel             | Hours    | Hourly Rate  | Total Cost         |
|-----------------------|----------|--------------|--------------------|
| George Litzinger      | 312      | \$150        | \$46,800           |
| Bill Harrison         | 4,400    | \$145        | \$638,000          |
| Roy Erlenbach         | 4,400    | \$130        | \$572,000          |
| Al Olea               | 1,600    | \$130        | \$208,000          |
| Jason Linsdau         | 2,680    | \$135        | \$302,400          |
| Deb Maher             | 2,240    | \$75         | \$168,000          |
| Tom Evans             | 80       | \$150        | \$12,000           |
| Rock Swanson          | 880      | \$145        | \$127,600          |
| Cardenas & Associates | Lump Sum | Lump Sum     | \$10,000           |
| Fugro-West            | —        | —            | TBD                |
| Direct Costs          | —        | \$2,500/mo.  | \$60,000           |
|                       |          | <b>Total</b> | <b>\$2,298,600</b> |

\*Fee calculates to 4.6% of construction cost of \$50 million.

# APPENDIX A

## Scope of Work

contractual roles and relationships; and reinforcement of specific requirements for safety, security, and access through the construction site. The team will highlight sensitive issues and outline project concerns, identify deficient items, and determine correction for accurate bids. Dudek is capable of assisting the District in the contractor bid selection evaluations by preparing detailed spreadsheets to compare the submittals for recommendation.

#### A.2 Administration

All Dudek staff assigned to this project will make themselves familiar with District standards, specifications, and procedures prior to starting the project. As discussed above in our approach, Mr. Litzinger will be the District's Principal in Charge and he will be responsible for the entire Dudek Team and work product.

#### A.3 Construction Management Plan

Dudek's construction management staff has been utilizing a construction management manual for the last 20 years, which is tailored to each specific project. Dudek will submit a construction management plan to the District tailored for this project. The construction management plan will include our construction management methods for administering the project in conformance with District standards. In addition, the construction management manual will include a list of key personal and organization chart for all players involved on each project. The construction management plans will include a project budget and a project schedule. Inspection and safety procedures and reporting will be included as well. The construction management manual will be updated as changes arise throughout the project.

#### A.4 Key Personnel Directory

As discussed above, we will prepare and maintain a key personnel directory with contact information in the construction management plan. This directory will include all designer, contractors, subcontractors, agencies, District personnel, and other stakeholders involved in the project. This list will include emergency contact information, as well as protocol of whom to contact in the event of an emergency. This will be completed and distributed at the completion of the preconstruction meeting and will be kept up to date throughout the project.

#### A.5 Project Schedules

As discussed in Section A.3, we will prepare an "overview" construction project management (CPM) schedule for this project. This schedule will be updated throughout the project and provided in the District's format for inclusion into the master program schedule.

#### A.6 Project Construction Estimate

Bill Harrison is a certified professional estimator; therefore, we can provide construction cost estimates to the District at any stage of the project as well as on change orders. Dudek will also advise and make recommendations to the District of potential cost savings if our estimate will exceed the project budgeted amount.

#### A.7 Coordination of Construction Documents

Dudek will coordinate and maintain all construction documents throughout the course of the entire project. This will include any bid assistance, payments, change orders, daily reports, etc. Dudek has an established electronic document tracking system for each type of correspondence on the project. The description of this system will be included in the construction management plan for the District's approval.

- Photo document all of the day's events with captions and include in a photo library by the end of the next day
- Provide daily inspector reports by 8:00 a.m. the following day
- Proactively look for issues and problems that may delay the project
- Review any potential issues for cost impacts and inform the CM immediately.

For the CM, communication is everything. The CM will keep the project on time and within budget.

#### A.10 Facilitate Competitive Bidding

Dudek will ensure all bid documents include the overall master project schedule dates in the set of bid documents, so prospective bidders are aware of the timing and coordination of each required milestone. Dudek will facilitate and/or assist the District with the competitive bidding of each project assigned to ensure all procedures, from advertising and pre-bid meetings, to questions and addendums, are completed as required by law.

#### A.11 Preparation of Invitations for Bids and Contracts

Dudek will review the contract documents prior to advertising for bids, to ensure documents are in accordance with all federal, state, and local laws, as well as codes for equal opportunity, labor codes (including employment practices/apprentices), labor, material, and performance bonds are all listed at 100% of the total contract amount and bid security bonds at 10% of the total contract amount.

#### A.12 Development of Bidder Interest

Dudek can facilitate all aspects of the bidding process, which will include notifying contractors of upcoming opportunities through a phone campaign and possible media advertising. Dudek can also conduct and chair pre-bid meetings, preparing and issuing pre-qualification packages if needed.

#### A.13 Bidding Award and Services

Dudek can conduct bid openings, bid evaluations, check references, and prepare detailed bid tabulations. We can prepare an award report for recommendations to either award or reject bids. We can work with the contractor through the award process reviewing the bonds and insurance prior to recommending any award of the project to the District.

#### A.14 Project Forecasts and Corrective Measures

Dudek will maintain a weekly report, which will update the District on the project budget and schedule for the project, to keep to the District informed of the progress. In addition, these reports will include forecasts for future costs that include potential change orders. Dudek will also make corrective recommendations to the District should changes in budget and schedule arise during the project.

### B. CONSTRUCTION SERVICES

#### B.1 Pre-Construction and Construction Conferences

Prior to the bid and Notice to Proceed, our team will meet with the District and other involved entities as needed to outline to the contractor: contract administration guidelines; contractual roles and relationships; and reinforcement of specific requirements for safety, security, and access through various construction sites. The team will highlight sensitive issues and outline project concerns, identify deficient items, and determine correction for accurate bids. As part of the preconstruction meeting, we will address contract status; Notice to Proceed date, permits; insurances; and mobilization, schedule, and project documentation requirements.

All hard copy and electronic DTS files will be furnished to the District at the commencement of work. Since Dudek's DTS is built with non-proprietary components, the electronic files can be accessed with commercially available software.

A key part of our construction management and inspection activity is timely and accurate reporting to the District. Owing to the full and comprehensive implementation of the Expedition document tracking system, the Dudek team will be able to respond quickly, professionally, and consistently to District inquiries. The reporting system will be tailored to the needs of the District and will include the following major components:

- **Narrative Progress Reports** – prepared monthly to describe schedule, cost, estimating, and accounting activity, including an executive summary, as well as discussions of construction and utility relocation progress. These reports will include schedule and progress payment status, the preceding month's developments, plans for the current month, future plans, issues, requests, recommendations, and general comments. When required, Dudek's construction manager (CM) will provide weekly written narratives addressing specific issues and/or disputes.
- **Schedule Reports.** Evaluation of contractor's monthly schedule update, identification of poor field production or other contractor caused delays
- **Progress Photos.** Time-stamped, captioned, digital images depicting critical milestones in the work
- **Weekly Project Progress Meeting Minutes**
- **Quality Assurance/Quality Control (QA/QC) Reports,** including daily inspection diaries and Notices of Non-Compliance to the contractor.

In the event of a safety concern, accident, or major quality issue, daily inspection diaries with embedded digital photo images will be emailed to the District's project manager by the following morning.

#### B.2.3 Progress Payment Preparation

Payment will be based on actual quantities of contract items constructed in accordance with plans and specifications. Progress payments from the contractor will be reviewed and verified based upon schedule of values and a recommendation for payment made to the District. We review units and compare the contractor's invoice for percent completion against our records; if accurate, we place the value in the District's payment application document for certification. The report is very detailed, concise, and accurate and has been approved by state and federal agencies.

#### B.2.4 Negotiate and Draft Change Orders

The key is to address any changes to the contract in a timely manner and not wait until the end of the project or when it is convenient. Potential changes must be dealt with quickly and brought to the attention of the District immediately. Documentation is extremely important. When a contractor submits a change order request, we will insure that he provides proper documentation to justify his request. The team will promptly evaluate and provide a written position to the District prior to responding officially to the contractor.

**Change Orders.** The Dudek team will have no authority to issue changes or modifications to the contract documents without approval of the District. The changes will be initiated by the Owner or requested by the contractor. The Dudek team will track, document, and negotiate all changes for added costs or credits with the construction contractor and will evaluate all schedule impacts of changes in addition to advising the District of equitable costs and time adjustments for proposed or authorized changes. The CM will coordinate change order procedures for preparation of

Photo Documentation. Dudek will employ a state-of-the-art photo documentation system utilizing commercially available photo management software. Upon commencement of the day's fieldwork, Dudek's inspectors will upload the day's images from each digital camera to the computer network located in the field office. Each image is automatically date stamped, and a narrative description is embedded on the photograph.

#### B.2.6 Labor Compliance Report Review

We will review the contractor's certified payroll on a monthly basis, looking for state compliance with respect to labor code, classification, benefits, unit rates, and billable units accessed to the project. Any information determined to be out of compliance with state and federal rules will be identified, and a corrective action plan will be prepared.

#### B.2.7 Periodic Project Status Report Preparation

Dudek will prepare narratives and supporting information for District use in senior staff reports and board reports. Narratives will include a synopsis of construction activity, current issues, weather, environmental compliance, and inspection by other agencies.

Supporting information would include original and revised project milestone dates, approved progress payments, dollar value of approved change orders, pending changed status project staffing and organization chart, and photo images of significant construction activities.

### B.3 Field Inspection, Contractor Performance, Maintenance of Documents on Site, Stormwater Compliance, Wage Rates

We will provide daily inspection of the contractor's work to verify quality installation conformance with the contract documents and District codes. All inspection performed will be followed up with an accurate and concise daily construction report and submitted to District at the end of each day. The report will document all construction activities, any change in conditions, labor, and equipment used that day.

#### B.3.1 Contractor Performance

As discussed above in B.3, Dudek will encourage, monitor, and stay on top of the contractor(s) to perform at a high level and provide the District with a great project. We will enforce these expectations starting at the preconstruction meeting through construction. Any delays or deficiencies will be brought to the attention of the District and the contractor immediately with corrective action to follow, which will include withholding of payment on unsatisfactory work. The contractor will be required to provide a recommendation corrective action for approval, and we will make sure the contractor follows through. Payment will be held until this item is completed to the satisfaction of the District.

Daily field inspections for quality installation in conformance. Dudek inspectors provide continuous on-site inspection to make certain that the contractor uses the highest quality materials and workmanship. We strictly enforce the project specifications and standard specification of public works construction to verify a quality installation that meets or exceeds the project requirements.

Negotiate with the contractor on site as needed. Our experienced team is quick to address construction issues as they appear. When problems occur, we will be on site immediately to address them with the contractor(s) and find the best solution that limits delays and potential claims. Our experienced staff has the knowledge to find alternatives and solutions quickly. We also have the experience to identify situations that do not cause conflict and are being manipulated by the contractor in attempts to create a change order.

testing during the project. We will schedule testing in advance to avoid unnecessary delays or standby time. All test results will be documented and tracked for compliance; all test results that fail to meet the project requirements shall be logged for locations and documented as a failing result and re-tested until a passing result is witnessed and documented. As defined in the contract documents, the contractor shall bear financial responsibility for retesting efforts. Dudek will continuously update the District on all QA/QC issues and provide a weekly summary for all QC testing.

#### B.5 Equipment and System Testing

Dudek will receive and review operation and maintenance manuals, warranties, and spare parts for the District as needed on every project. Dudek will coordinate all shutdowns, start-ups, etc. on every project.

#### B.6 Start Up

Dudek will implement all start-ups and schedule according with the District's master plan. Dudek will take charge and resolve issues that may arise during start-up.

#### B.7 Implementing Federally Funded Projects

Dudek can monitor federally funded projects to review certified payroll, conduct interviews, and perform job site monitoring for compliance with Davis-Bacon and/or prevailing wage requirements and reporting as necessary to the contracts administrator. We will review the contractor's certified payroll to monitor compliance on federally and state-funded projects for compliance to the prevailing wage requirements. A monthly labor compliance report will be prepared for the District's contracts administrator.

Deborah Maher is be our Federal Aid Specialist for all federally funded/reimbursable projects. She will be in charge of reviewing wage compliance reports, verifying conformity to federal wage rates, assisting the agreements, preparing estimates/invoicing, and reporting for all federally/state-funded projects.

### C. POST-CONSTRUCTION SERVICES

We will prepare a detailed punch list based on a joint walkthrough with the District. This punch list will be compiled into a single list and transmitted to the contractor. We will make it clear to the contractor that (1) the project is not complete until the punch list is complete, and (2) punch-list work is contract work to be completed within the specified contract time. Once we have verified the contractor has successfully completed every item on the punch list, we will draft final change orders and obtain required lien waivers, guarantees, manuals, training materials, and spare parts for turnover to the District. Once all of the closeout documents and change orders are executed, we can assist the District in generating the final pay request. We will review and certify the contractor's as-built drawings and crosscheck against our set of as-built drawings. The final, clean set of record drawings will be submitted to the District's project manager.

#### Manpower Approach

The Dudek team's approach is to provide the District with construction management, project management, inspection, contract administration, and material testing services to facilitate a project that is completed per code, on time, within budget, and to the District's standards. Furthermore, we need to ensure the District is completely satisfied. Dudek places a great emphasis on establishing a cooperative and professional working relationship to realize this mutual goal. We special in providing services on as-needed contracts. We will listen to the District closely to develop a complete understanding of the goals and needs.

January 7, 2010

RECEIVED

JAN 13 2010

Mr. Kamil Azoury  
 General Manager  
 Goleta Sanitary District  
 One William Moffett Place  
 Goleta, CA 93117

Goleta Sanitary District

76291/001

Subject: Engineering Services Proposal - Construction Engineering Assistance during the Goleta Sanitary District (GSD) Wastewater Treatment Plant (WWTP) Upgrading Project Construction Phase

Dear Mr. Azoury:

HDR Engineering, Inc. (HDR) is nearing completion of the engineering services associated with the final design and assistance during bidding for the subject project. The proposal described below is to assist GSD with the office engineering services for the same project. The services described below assume that Construction Management services will be provided by a third party. The following paragraphs describe our proposed scope of services, time of completion, and compensation.

**SCOPE OF SERVICES*****Construction Phase Assistance (Excludes Construction Management)***

**Task 1.1 Project Administration:** The project construction and start-up phases are anticipated to last 820 calendar days following GSD's Notice to Proceed with the construction phase. Project administration is the basis of team communication and must be set up early with the purpose of delivering information to all stock holders. Project Administration includes the following:

- The project setup phase shall develop project specific procedures, document standards and control, quality protocols and file system, communication protocols with the field, request for information (RFI), submittal logs, etc.
- Prepare a detailed work plan to delineate task assignments, schedule, budgets, communications protocols, QA/QC procedures, and content of deliverables. This document shall be the guideline for the project team for successful execution of the project. A detailed schedule that is updated on a monthly basis shall keep all parties informed of progress on the various project tasks.

|     |   |
|-----|---|
| CC: |   |
| KA  | ✓ |
| KJ  | — |
| KW  | ✓ |
| JS  | ✓ |
| RH  | — |
| PI  | — |
| TK  | — |
| JC  | — |
| LA  | — |

- Management of all project expenditures and the development of earned value curves to track performance to the work plan expectations.
- Contract Administration including developing all project related invoices with necessary back-up information for GSD staff consistent with the payment schedule.
- Maintain accurate project records through document distribution and filing of meeting minutes, e-mails and other project related correspondence.
- The construction and startup phases will be 820 calendar days long or about 27 months.

**Task 2.2 Requests for Information:** Respond to approximately 130 RFI and maintain proper tracking of exchanged information and documentation.

**Task 2.3 Submittal Reviews (Shop Drawing Reviews):** Review and acceptance of 200 shop drawing submittals. HDR included an adequate fee amount to perform a second review of 65 shop drawing submittals. Reviews may include vendor test reports, and certifications.

**Task 2.4 Change Orders:** HDR assumed a total of fifteen change orders requiring revisions to four drawings for each change order. When necessary, HDR will provide construction cost estimating of added scope items during construction and evaluation of contractor cost proposals.

**Task 2.5 Field Visits:** HDR assumed that the construction and startup phases will be 27 months long and that one HDR representative will attend one monthly meeting, and that the structural, electrical, instrumentation and architect will attend ten meetings throughout the construction phase.

**Task 2.6 Start-up and Testing Plan:** HDR shall provide assistance to GSD in evaluating operational performance of construction modifications during startup and initial operation of the Wastewater Treatment Plant Upgrading. An allowance of 120 hours has been made for this task.

**Task 2.7 Training:** HDR shall provide training to GSD's operations staff for each major piece of equipment new to the Treatment Plant. An allowance 180 hours has been made for this task.

**Task 2.8 Functional Acceptance Testing:** HDR shall provide assistance on functional acceptance testing on major unit processes to ensure that the Contractor

installed equipment and systems are in working order, and comply with the operational requirements specified in Contract documents. HDR made an allowance of 80 hours for this task.

**Task 2.9 Operations & Maintenance Manuals (O&M):** HDR shall develop Operations & Maintenance Manuals for each unit process using all equipment operations and maintenance manuals provided by the Contractor during construction. The O&M manual shall consist of an overall system operational description, standard operation procedures of major equipment and facilities, and maintenance procedures for major equipment. HDR included an allowance of 160 hours for this task.

**Task 2.10 Start-up Services:** HDR shall provide an on-site engineer to assist with the startup and troubleshooting of major equipment and facilities upgraded by this project, and new facilities. This shall include instrumentation and controls (I&C) start-up. HDR shall obtain all equipment information from the Contractor and provide GSD and the Contractor with a timely electrical analyses report update as a basis for final shop drawing approval and recommend protective device settings for the start-up. HDR included an allowance of 160 hours for this task.

**Task 2.11 Record Drawings:** HDR shall update 250 sheets and print approximately 350 record drawings on 24-inch x 36-inch mylars at construction completion using the Contractor's red-lines. HDR shall submit final record drawing mylars, reissued signed mylars (as needed), and AutoCAD electronic files to GSD.

### *Time of Completion*

The construction testing and startup of the GSD Wastewater Treatment Plant Upgrading Project will be completed within 850 days following notice to proceed with the construction phase.

### *Compensation*

Table 1 summarizes our proposed level of effort and compensation for the construction phase. We propose that 1) compensation for our services be done on an hourly rate basis with a not-to-exceed price ceiling of \$839,000. We anticipate that if HDR is also selected to assist with the Construction Management services for the project, the total professional fees for the office engineering and construction management will be reduced by \$60,000. Please let me know if you have any questions or need additional information regarding our proposal. We

Mr. Kamil Azoury  
January 7, 2010  
Page 4

thank you for the opportunity to continue working with you and your staff and  
look forward to the successful completion of the construction phase.

Very truly yours,

HDR ENGINEERING, INC.

A handwritten signature in black ink, appearing to read 'S. Abi-Samra', written over a horizontal line.

Sam Abi-Samra  
Vice President

G:\Water\_Proposals\_In\_Production\Goleta\_CM\Office Engineering\GSD Const Assist Proposal Ltr.Docx

Goleta Sanitary District  
 Goleta Sanitary District Wastewater Treatment Plant Upgrading Project Assistance During Construction  
 Estimated Level of Effort and Compensation January 2010

| NO.   | TASK DESCRIPTION (Excludes CM)                           | LEVEL OF EFFORT, HOURS |            |              |            |       |             |          |              |             |        | FEE, DOLLARS |         |         |              |
|-------|--|------------------------|------------|--------------|------------|-------|-------------|----------|--------------|-------------|--------|--------------|---------|---------|--------------|
|       |  | PRINC                  | PROJ MANGR | Senior ENGRS | PROJ ENGRS | ENGRS | STAFF ENGRS | CAD TECH | ADMIN ASSIST | TOTAL LABOR | LABOR  | TECH.CH.     | ODC     | TOTAL   | CLIENT TOTAL |
| 1.0   | Construction Phase Assistance (Excludes CM)              |                        |            |              |            |       |             |          |              |             |        |              |         |         |              |
| 1.1   | Project Administration                                   | 4                      | 8          | 160          | 120        | 240   | 80          | 168      | 340          | 58,760      | 1,258  | 1,700        | 61,718  |         |              |
| 1.2   | Requests for Information (RFI) (130 RFIs)                |                        |            | 24           | 300        | 600   | 120         | 76       | 780          | 114,032     | 2,886  | 3,900        | 120,818 |         |              |
| 1.3   | Submittal Reviews (200 plus 65 Resubmittals)             |                        | 60         | 160          | 40         | 40    | 40          | 260      | 2,000        | 305,404     | 7,400  | 10,000       | 322,804 |         |              |
| 1.4   | Change Order (CO) (15 COs affecting 4 drawings each)     | 40                     | 4          | 4            | 32         | 80    | 40          | 40       | 280          | 47,597      | 1,036  | 1,400        | 50,033  |         |              |
| 1.5   | Field visits (Assumed 37 site visits - eight hours each) | 4                      | 44         | 40           | 180        | 180   |             |          | 448          | 83,664      | 1,658  | 2,240        | 87,561  |         |              |
| 1.6   | Prepare a start-up & testing plan (120 Hours)            | 2                      | 2          | 12           | 80         | 60    | 20          | 24       | 120          | 21,582      | 444    | 600          | 22,626  |         |              |
| 1.7   | Training   | 2                      | 2          | 4            | 80         | 60    |             | 12       | 180          | 30,645      | 666    | 900          | 32,211  |         |              |
| 1.8   | Functional Acceptance Testing                            | 2                      | 2          | 4            | 24         | 40    |             | 8        | 80           | 13,674      | 296    | 400          | 14,370  |         |              |
| 1.9   | Prepare O&M Manuals                                      |                        | 12         | 8            | 40         | 120   |             | 60       | 240          | 38,805      | 888    | 1,200        | 40,893  |         |              |
| 1.91  | Start-up Services  |                        | 4          | 8            | 120        |       |             | 28       | 160          | 28,588      | 592    | 800          | 29,980  |         |              |
| 1.92  | Record Drawings (250 Rev Sheets and 350 Total)           |                        |            |              |            | 140   |             | 35       | 375          | 51,545      | 1,388  | 3,075        | 56,008  |         |              |
|       | Subtotal 3.0   | 54                     | 138        | 424          | 976        | 1,180 | 460         | 711      | 5,003        | 794,295     | 18,511 | 26,215       | 839,021 | 839,000 |              |
| TOTAL |  | 54                     | 138        | 424          | 976        | 1,180 | 460         | 711      | 5,003        | 794,295     | 18,511 | 26,215       | 839,021 | 839,000 |              |

# Goleta Sanitary District Professional Services Agreement

**THIS PROFESSIONAL SERVICES AGREEMENT** (this "Agreement"), dated for reference purposes only as of June 25, 2008, is made and entered into by and between the Goleta Sanitary District, a public agency, hereinafter referred to as "GSD", and HDR Engineering, Inc., a Nebraska corporation, hereinafter referred to as "Professional". GSD and Professional mutually agree and promise as follows:

1. **PURPOSE OF ENGAGEMENT.** GSD hereby engages Professional to provide the services generally titled and defined as follows: Design services and preparation of construction documents for the Goleta Sanitary District Wastewater Treatment Plant Upgrading Project
2. **SCOPE OF SERVICES.** Professional shall provide all necessary personnel, materials and services to fully and completely perform those services described in Professional's proposal dated May 30, 2008, a copy of which is attached hereto as Exhibit A (the "Proposal"). The terms of the Proposal are hereby incorporated by reference and are made a part of this Agreement. All services shall be performed in accordance with generally accepted industry standards of professional skill and care in effect when the services are rendered. Professional shall provide those services reasonably required and requested to carry out the scope of services described in the Proposal and will take reasonable steps to keep GSD informed of progress. Professional agrees to perform the required professional services described herein, upon the terms and conditions and in consideration of the payments stated in this Agreement. For matters concerning administration of this Agreement, Professional will communicate with GSD through Kamil Azoury, GSD's General Manager, unless instructed otherwise.
3. **GSD'S DUTIES.** GSD agrees to cooperate with Professional and be reasonably available to confer with Professional upon request, to keep Professional informed of developments and to disclose to Professional all facts and circumstances of which GSD is aware which bear in any material respect upon the services provided by Professional hereunder. GSD agrees to provide Professional with such documents and information as it may possess relating to such matters and to abide by this Agreement. Professional shall be entitled to use and rely upon documents and information provided by GSD in performing services under this Agreement.
4. **FEES AND BILLING PRACTICES.** GSD agrees to pay Professional for services provided under this Agreement in accordance with the terms of the Proposal. Professional's statements of charges shall be submitted in accordance with the Proposal, and shall include a summary of accomplishments and activities during the period for which payment is requested. Payments by GSD shall be made no later than thirty (30) working days following presentation of a statement of charges for all non-disputed amounts.

In no event shall Professional be entitled to compensation for extra work unless a written authorization or amendment to this Agreement describing the work and payment terms has been executed by GSD prior to the commencement of the services. Any services in addition to the work or services described in the Proposal that have been approved by GSD in writing shall be performed by Professional according to the rates or charges listed in the Proposal. In the event that no rate or charge is listed for a particular type of extra work, Professional shall be

paid for the extra work at a rate to be mutually agreed on in writing prior to commencement of the extra work.

5. **TERMINATION.** GSD may terminate this Agreement and discharge Professional at any time, with or without cause, by giving Professional at least seven days advance written notice of termination. Professional may terminate this Agreement and withdraw (a) at any time with GSD's advance written consent, or (b) at any time after having given GSD at least seven days advanced written notice and a reasonable period within which to retain the services of other professionals.

After Professional's services conclude, Professional will promptly deliver to GSD all original files and documents prepared by or on behalf of Professional pertaining to Professional's services hereunder, along with any funds or property of GSD in Professional's possession. Professional agrees not to destroy any original files, documents or property of GSD without GSD's prior written consent. When Professional's services conclude, all unpaid charges will become due and payable upon receipt by GSD of a final statement of charges covering the period through and including the termination date, and after receipt by GSD of all files, documents, funds and property, as identified above.

6. **INSURANCE.** Professional shall, at no cost to GSD, obtain and maintain insurance during the term hereof as prescribed in Exhibit B attached hereto and hereby made a part of this Agreement. Professional shall furnish evidence of such coverage, naming GSD, its officers, directors, employees and agents as additional insured, as stated in Exhibit B.

7. **INDEMNIFICATION.** Professional shall defend with counsel acceptable to GSD, indemnify, save and hold harmless GSD, its officers, directors, employees and agents from and against any and all claims, demands, causes of action, fines, penalties, liabilities, damages, costs and expenses (including but not limited to fees of attorneys and other professionals) that arise directly or indirectly out of, pertain to or relate to the negligence, recklessness or willful misconduct of Professional or its officers, employees, agents, subconsultants, successors or assigns, or any person under Professional's direction or control, except to the extent that such claims, demands, causes of action, fines, penalties, liabilities, damages, costs and expenses are attributable to the sole negligence, active negligence or willful misconduct of GSD.

8. **ASSIGNMENT.** This Agreement shall not be assignable or transferable in whole or in part by Professional, whether voluntarily, by operation of law or otherwise; provided, however, that Professional shall have the right to sub-contract that portion of the services for which Professional does not have the resources to perform, so long as Professional notifies GSD of such sub-contracting prior to execution of this Agreement. Any other purported assignment, transfer or sub-contracting shall be void.

9. **RELIANCE.** The services to be performed by Professional are intended solely for the benefit of GSD. No person or entity not a signatory to this Agreement shall be entitled to rely on Professional's performance of its services hereunder, and no right to assert a claim against Professional by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Professional's services hereunder unless, at the request of GSD, Professional expressly agrees in writing that a third party may rely on the products of Professional's services hereunder.

10. **EFFECTIVE DATE.** This Agreement will take effect upon the last date executed below. The date at the beginning of this Agreement is for reference only.

11. **TERM OF AGREEMENT.** This Agreement shall terminate on the completion of the services specified herein, unless specifically terminated earlier pursuant to Paragraph 5 or amended or extended by the parties in writing. GSD shall not be responsible for payment for services initiated subsequent to termination without prior written approval by GSD.

12. **CONFORMANCE WITH LAWS.** In providing services pursuant to this Agreement, Professional hereby agrees to comply with all applicable laws, statutes, ordinances, rules and regulations, whether federal, state or local in origin.

13. **NOTICE.** Any notice, demand, request, consent, or approval given by either party to the other pursuant to this Agreement, shall be in writing and shall be either personally delivered, or sent by U.S. mail, facsimile transmission or electronic mail addressed as follows:

**TO GSD**

Kamil S. Azoury  
General Manager/District Engineer  
Goleta Sanitary District  
One William Moffett Place  
Goleta, CA 93117  
Phone: (805) 967-4519  
Fax: (805) 964-3583  
Email: kazoury@goletasanitary.org

**TO PROFESSIONAL**

William E. Bennett  
Senior Vice President  
HDR Engineering, Inc.  
3230 El Camino Real, Suite 200  
Irvine, CA 92602  
Phone: (714) 730-2300  
Fax: (714) 730-2301  
Email: Bill.Bennett@hdrinc.com

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

14. **INDEPENDENCE.** Professional shall act at all times herein as an independent contractor, and nothing contained in this Agreement shall be construed to create a relationship of partners, principal and agent, or employer and employee between GSD and Professional. Except as specifically provided herein, none of the benefits provided by GSD to its employees, including but not limited to compensation and insurance of any type, shall be available from GSD to Professional. This Agreement shall in no way limit or restrict the ability of Professional to provide services for other persons or entities, for compensation or otherwise, during the term hereof.

15. **NON-DISCLOSURE.** Except as required in the performance of duties for GSD, Professional shall not disclose any information acquired in the performance duties hereunder to any person other than GSD and GSD's authorized representatives, or use such information for any purpose, either during or after the term of this Agreement, without the express prior written consent of GSD.

16. **CONFLICTS OF INTEREST.** Professional represents and warrants to GSD that Professional presently has no interests as a party to a contract or otherwise, and agrees not to acquire any such interests, which would materially conflict with the performance of services required under this Agreement. Professional further agrees that, in the performance of this Agreement, Professional shall not knowingly retain any employee, subcontractor or agent having any such conflicting interests. Professional agrees that neither Professional nor any of

Professional's employees, subcontractors or agents shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any entity with which they are directly or indirectly associated.

17. SUBCONTRACTORS, EMPLOYEES AND AGENTS. Professional shall require all subcontractors, and agents hired by Professional to agree in writing to comply with all of the terms of this Agreement applicable to Professional.

18. ENTIRE AGREEMENT/MODIFICATIONS. This Agreement and all attached exhibits constitutes the entire agreement between the parties and supersedes all prior agreements and understandings of the parties relating to the subject matter hereof. This Agreement may not be modified in any way except by an instrument in writing signed by each of the parties hereto.

19. ATTORNEYS' FEES. In any action at law or in equity arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief awarded to said party.

20. SEVERABLE PROVISIONS. If any provision of this Agreement is determined to be void, invalid or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless continue in full force and effect.

21. SUCCESSORS. The provisions hereof shall be binding upon and shall inure to the benefit of the parties and their respective successors, assigns, executors, administrators and heirs.

22. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

23. CAPTIONS. The captions herein are used solely for reference and as a matter of convenience, and in no way bind, limit or describe the scope or intent of any provision.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

PROFESSIONAL

GSD

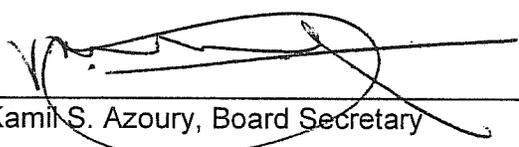
HDR ENGINEERING, INC.,  
a Nebraska corporation

GOLETA SANITARY DISTRICT

By

  
William E. Bennett

By

  
Kamil S. Azoury, Board Secretary

Date:

6/30/08

Senior Vice President

Date:

06-27-08

# EXHIBIT A

## SCOPE OF SERVICES

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### *Basic Engineering Services*

#### **Task 1.0 Project Management**

##### **Task 1.1 Project Administration**

Project administration tasks form the basis of team communications and must be set-up early with a purpose of timely and accurate information being delivered to all stakeholders. These tasks include the following:

- Develop project specific procedures, document standards and control, quality protocols and file system.
- Prepare a detailed workplan to delineate task assignments, schedule, budgets, communications protocols, and content of deliverables. This document shall be the guideline for the project team for successful execution of the project.
- Manage project expenditures and develop earned value curves to track performance and adherence to workplan projections.
- Communicate monthly project progress to all project team members to address issues as they arise and meet overall schedule.
- Contract Administration including developing project related invoices with necessary back-up information for the District staff consistent with the payment schedule.
- Maintain accurate project records through document distribution and filing of meeting minutes, e-mails and other project related correspondence.

##### **Task 1.2 Meetings and Workshops**

HDR shall use a specific approach to facilitate an informed and timely decision-making process that receives the entire team's input on a regular basis. We shall utilize the following meetings and workshops throughout the project to meet this goal:

A project kickoff meeting shall be held after the project award and notice to proceed with District staff. The purpose of the meeting is to:

- Define the project objectives and expectations.
- Discuss the information required from the staff to commence the project.
- Review the project work plan and project master schedule.

HDR shall develop the preliminary design report described in detail in Task 4 to identify and define the project goals and objectives. Scheduled meetings shall be used close consultation with GSD operational and maintenance staff to provide continuous reality checks and that the best possible ideas come forward early for consideration in the 30 percent design, and to reduce the opportunity for major conceptual changes in subsequent submittals. For this effort, HDR anticipates up to four meetings with GSD staff.

In addition, HDR shall hold **four (4)** Design Review Workshops to discuss project alternatives and further define the project. **During these workshops, evaluation criteria shall be developed to establish the project goals and objectives.** A workshop shall be held during preliminary design, and after submittals of Design Submittal I, II, and III.

These workshops are intended to discuss findings and recommendations to define the alternatives and identify design criteria. These workshops shall be used to prescreen alternatives and possibly identify new opportunities for further development.

HDR shall work with GSD staff to help evaluate the various alternatives in a qualitative manner in reference to the evaluation criteria that shall be developed to select the preferred alternatives. Each alternative shall be detailed to identify configuration, installations and client input, required components, costs, operations summary, maintenance requirements, advantages / disadvantages, construction phasing, and land use needs, permitting requirements and environmental considerations.

### **Task 2.0 Site Surveying**

The Plant Site Aerial topography has been completed. Minimum surveying effort may be required to confirm elevations of the plant hydraulic control points. We are including an allowance for consultation with the surveyor that conducted the treatment plant aerial survey. This task also includes an allowance to confirm location of existing utilities using conventional potholing and/or ground penetration radar.

### **Task 3.0 Geotechnical Investigation**

Our proposed scope of work includes a geotechnical investigation and subsurface exploration to determine the presence of faulting within the limits of the proposed facilities and to assess the potential for ground rupture and liquefaction. The geotechnical investigation will include field work to drill borings, conduct cone penetrometer test soundings, soils sampling and laboratory analyses in order to develop structural design criteria, dewatering, and excavation and backfill requirements.

## Task 4.0 Preliminary Design Report

HDR assumed that at the onset of the design effort, we will develop and evaluate in detail the concepts developed in the Facilities Planning Study. Results of the Trickling Filter Validation Study will be incorporated into the preliminary design report which will consist of Technical Memoranda (TM) discussing in detail the various technical aspects of the project. The contents of the preliminary design report will be highly dependent on the outcome of the Validation Study and Geotechnical Investigation. In preparing our proposal we assumed that the existing trickling filter can be retrofitted into a roughing filter with 16 feet of media and that the Geotechnical Investigation did not find geotechnical hazards preventing implementation of the Facility Planning Recommendations. We anticipate the following TMs:

- TM 1: Design Loads and Effluent Discharge Requirements. This TM is a summary of the hydraulic and organic loads used to develop the Liquid Process Alternative 2B and the Solids Treatment Alternative 1 (The Basic Project). This TM will incorporate the anticipated effluent discharge requirements based on discussions with the RWQCB.
- TM 2: Plant Hydraulics. We will review the plant hydraulics to incorporate the recommended project and to identify alternatives to reduce pumping requirements, and thus the cost to operate the facility. The plant hydraulic profile will be revised as result of: (1) the proposed conversion of the existing trickling filter to a roughing filter by increasing the media depth from 6 to 16 feet; (2) diversion of primary effluent flow in excess of 9.84 mgd to the flow equalization basin; (3) addition of a primary effluent equalization basin and conveyance of the equalized flow to the secondary treatment facilities; (4) conveyance of the entire treatment plant flow through the secondary treatment facilities, including disinfection and effluent disposal to the Pacific Ocean.

HDR shall provide a report documenting the final hydraulic profile of the plant based on the final design (Design Submittal IV). The report shall include hydraulic criteria, assumptions, model results, and the hydraulic profile. The report shall also incorporate existing facilities and new Phase III improvements. HDR proposes to use Visual Hydraulics © software for plant hydraulic design and analysis.

- TM 3: Primary Effluent Equalization. This memorandum will summarize our findings and recommendations to add primary effluent equalization. Primary effluent equalization involves a primary effluent diversion structure, the equalization basin, and means to convey the equalized effluent back to the treatment process. The Facility Planning Study assumed that the flow diversion structure would be located in the immediate vicinity of the existing trickling filter, that approximately one half of the Solids Stabilization Basin 2 will be converted to the Primary Effluent Flow Equalization Basin, and that a new pumping station

would be installed at the equalization basin lowest point to convey the equalized flow to the secondary treatment process. As part of this TM, HDR will review the yard piping drawings to evaluate the following alternatives to reduce the Primary Effluent Equalization system capital cost.

Alternative 1 would use approximately one half of Solids Stabilization Basin 2 as described in the Facilities Planning Study, except that the flow equalization pump would be replaced with a flow control structure and a gravity sewer directing the equalized flow to the GSD pumping station. This alternative eliminates the equalized pumping station and uses the existing GSD pumping station to convey the equalized flow to the secondary treatment facilities. The disadvantage is that the flow is conveyed to the headworks and primary sedimentation tanks twice.

Alternative 2 uses Solids Stabilization Basin 1 for flow equalization to eliminate the cost of building a dividing dike in Basin 2. The usable volume in Basin 1 is approximately 3.5 MG which is 500,000 more than the minimum flow equalization volume required for the design flow. Other design aspects that will be considered include basin mixing, and whether to build a dedicated EQ Basin return pumping station to convey equalized flow to the secondary treatment system, or flow by gravity to the influent pumping station. Pump type and pumping station layout and location will also be evaluated, along with yard pipe alignment and construction materials.

- TM 4: Secondary Treatment: This memorandum will address the design criteria for the secondary treatment facilities. This will include the roughing filter, aeration basins, and the final sedimentation tanks. The Technical memorandum will address the process design criteria, current and future regulatory requirements, number, size and capacity of each process unit and a description of the equipment as well as control strategies. Ancillary facilities such as odor control facilities will also be discussed in this technical memorandum. This memorandum will also include an evaluation of the blowers, diffusers and layout options.
- TM 5: Solids Handling: This memorandum will include the design criteria of the solids handling facilities based on the updating the mass balance in the Facilities Planning Study. The memorandum will address the process design criteria, current and future regulatory requirements, number, size and capacity of each piece of equipment as well as control strategies. An evaluation of belt presses, DAF, centrifuges will also be included.
- TM 6: Electrical, instrumentation and Controls: This memorandum will include the electrical, instrumentation and standby power design criteria. This includes incorporating the new electrical demands into the current power distribution system. It will also include the Instrumentation and control strategies, as well as tying new control signals into the existing control system.

## **Task 5.0 Final Design Phase**

HDR shall produce design and plans needed for competitive bidding of the Goleta Sanitary District's Wastewater Treatment Upgrade Project. Project components include general, civil, structural, architectural, mechanical, electrical, instrumentation and control design drawings and specifications. We are including at the end of this section the anticipated list of drawings for the project. HDR shall provide four design submittals as follows:

- Design Submittal I (30 Percent Complete): Provide plans that convey the project concepts that are consistent with a 30% design level. All P&IDs and electrical single-line drawings should be in an advanced state of development. Deliverables: Ten (10) hard copies of plans, and data control sheets for selected equipment.
- Design Submittal II (60 Percent Complete): Design Submittal II shall include all finished, checked and complete plans. All GSD comments on the previous submittal as well as Value Engineering recommendations shall have been resolved, rejected, addressed and/or incorporated in this submittal. The project shall be at a 60 percent design level. Deliverables: Ten (10) hard copies of plans and draft technical specifications.
- Design Submittal III (90 Percent Complete): Design Submittal III shall include all finished, checked and complete plans and specifications. All GSD comments on the previous submittal shall have been resolved, rejected, addressed and/or incorporated in this submittal. The project shall be essentially finished and submitted as 100% complete. Deliverables: Ten (10) hardcopies of plans, and (5) copies of supporting documentation.
- Design Submittal IV (Final Design Submittal): Following receipt of GSD comments on Design Submittal III, HDR shall prepare the Final Design Submittal (FDS). The FDS shall include finished, checked, and complete plans and shall incorporate all GSD comments from previous submittals, workshops and constructability review, as appropriate. The FDS shall include all remaining project support documents consisting of design calculations, catalogue cuts, TM and meeting notes. Deliverables: Ten (10) hard copies of plans and specifications, and five (5) copies of supporting documentation. HDR shall submit stamped and signed reproducible plans, and one blue-line of final plans. HDR shall submit a PDF copy of the signed bid set (22" x 34") with all indexed AutoCAD files. The Engineer shall attend the meeting for GSD's signatures to explain the project and answer questions.

## **Task 6.0 Engineer's Construction Cost Opinion**

HDR shall provide a construction cost opinion for the recommended improvements for the various design review submittals:

- Design Submittal I: Summarize opinion of probable cost to reflect the 30 percent design.
- Design Submittal II: Updated opinion of probable cost to reflect changes to the project since the Design Submittal I and accepted Value Engineering recommendations, and to reflect the 60 percent design.
- Design Submittal III: Detailed opinion of probable cost for construction based upon final design.
- Design Submittal IV: Final opinion of probable cost prior to releasing the project for bidding. Incorporate any changes to the project since Design Submittal III.

### **Task 7.0 Value Engineering**

A part of the requirements to secure a low interest loan using the State Revolving Fund (SRF) program, GSD will have to retain a third party Consultant provide "Value Engineering" services to review and evaluate the 30 Percent Design Submittal. HDR shall provide four copies of the 30 Percent Design Submittal to the VE Team selected by the District, will present the project to the VE Team, and attend a VE presentation regarding their findings and recommendations. HDR will review all comments provided by the third party and reject or incorporate into the final design the VE Team recommendations. The VE team recommendations and resolutions will be submitted to the State and will be used by the SRF process to determine loan eligibility.

### **Task 8.0 Quality Assurance/Quality Control Review**

Prepare a detailed Quality Assurance/Quality Control (QA/QC) plan to inform GSD and the QA/QC review team the schedule, budgets, communications protocols, QA/QC procedures, and contents of each deliverable. The QA/QC Team will consist of senior engineers not directly involved in the projects and with expertise in each design discipline. The QA/QC Team review comments will be documented and will require written responses from the design team.

As part of the QA/QC program, HDR shall provide a constructability review by an independent Contractor to evaluate suggested construction sequencing, materials storage and work zone accessibility. HDR shall submit, evaluate and incorporate as required independent contractor review comments into the project manual. This review shall include a Constructability Workshop with participation by an experienced construction contractor, GSD Construction Management Staff and HDR. It is anticipated that the independent Contractor will participate in the 60 and 90 percent review submittals.

## **Task 9.0 State Revolving Fund Coordination Assistance**

Assist in preparing the loan application form and preparing and/or assemble most of the extensive loan application supplements including: Facility descriptive and planning documentation, environmental documentation, and financial (cash-flow) analyses.

Prior to the completed loan application package submittal, coordinate critical issue review with SWRCB staff, with the intent of minimizing disruptive and time-consuming questions during formal application processing.

Assist GSD staff respond to SWRCB staff review comments on the submitted loan application. We anticipate these responses will be both informal, typically conducted by telephone, facsimile, and email; and formal, by written response to official loan program Comments Letter(s). We have assumed this level of effort will only include minor supplemental information transfers and submittal clarifications, such as revisions to cash-flow analyses.

## **Task 10.0 Bid Phase Support Services**

During the bidding period, HDR shall assist with providing information and clarification of bid documents to prospective bidders. HDR shall provide the following bid period services:

- Participate in the pre-bid meeting.
- Respond to prospective construction contractors request for clarifications on project scope.
- Prepare project addenda to clarify contract documents prior to bid opening.
- Participate in the evaluation of the submitted bids, and assist and advise GSD staff with cost analyses, Contractor's insurance and bonding requirements as required to finalize the award decision.
- Assist in issuing Notice to Proceed with Construction

## ***Special Engineering Services***

As requested by your RFP we have listed below engineering services associated with the treatment plant supplemental improvements and other design services that are not reflected in the current draft Facility Planning Study.

## **Task 20.0 Headworks Improvements Preliminary Design**

TM 7: HDR will evaluate three types of screening technologies to upgrade the existing Headworks Facility. The intent is to replace existing bar screens with screens with smaller openings to increase capture of plastics and other materials that interfere with

the operation of mechanical equipment and that have a negative impact on the biosolids quality. We will evaluate two types of screening, washing and compacting equipment and provide layout to maximize use of the existing structure. This TM will be incorporated into the Basis of Design Report.

### **Task 21.0 Headworks Improvements Final Design**

Under this Task we will prepare the 30 percent, 60 percent, 90 percent and final design submittals as described in Task 5. The final design will include structural, mechanical electrical and instrumentation drawings as well as required technical specifications. The engineering cost associated with this task includes Value Engineering and QA/QC reviews.

### **Task 22.0 Shower and Locker Room Building Preliminary Design**

TM 8 Will produce preliminary layouts for the facility and preliminary elevations for the building. The preliminary design will include the building construction type, building shell design criteria, including floors, walls, and roof. The preliminary design will also include a sample finish schedule and ADA design criteria.

### **Task 23.0 Shower and Locker Room Building Final Design**

Under this Task we will prepare the 30 percent, 60 percent, 90 percent and final design submittals as described in Task 5. The final design will include structural, mechanical, electrical and instrumentation drawings, as well as required technical specifications. The engineering cost associated with this task also includes Value Engineering and QA/QC reviews.

### **Task 24.0 Administration Building Preliminary Design**

TM 9. This technical memorandum will provide preliminary layouts for the facility and preliminary elevations for the building. The preliminary design will include the building construction type, building shell design criteria, including floors, walls, and roof. The preliminary design will also include a sample finish schedule and ADA design criteria.

### **Task 25.0 Administration Building Final Design**

Under this Task we will prepare the 30 percent, 60 percent, 90 percent and final design submittals as described in Task 5. The final design will include structural, mechanical, electrical and instrumentation drawings, as well as required technical specifications. The engineering cost associated with this task also includes Value Engineering and QA/QC reviews.

## **Task 26.0 Trickling Filter Validation Study**

The purpose of the Validation Study is to determine if the existing filter can be economically upgraded to operate as a roughing filter for the design flow. The Validation Study will include an assessment of the filter structural integrity to accommodate and additional 10 feet of filter media, the structural integrity of the existing plastic media and underdrain system to support the additional load imposed by the ten feet of added media, and hydraulic capacity of the piping in and out of the filter to accommodate the design and recirculation flow.

- **Filter Structural Evaluation.** We will take six concrete core samples around the tank perimeter to determine the concrete and steel reinforcement condition. Two of the six samples will be tested to determine the concrete compressive strength. Core sample locations will be grouted and reinforcement steel cut during the coring process will be epoxy coated. The purpose of this evaluation is to: (1) determine the structure remaining life; (2) determine how high the existing perimeter wall can be extended without major structural modifications; and (3) what is the magnitude of the structural modifications that would be required to accommodate and additional ten feet of plastic media.
- **Filter Media Structural Conditions.** In addition to the filter structural condition, HDR will evaluate the plastic media condition. We contacted a trickling filter media manufacturer and they can test four media modules for compressive strength and deflection. The purpose of this evaluation is to determine the media remaining useful life and to what extent the existing media can be incorporated into the new roughing filter.
- **Existing Filter Hydraulic Evaluation.** In addition to the filter and filter media structural condition, there is the need to evaluate the hydraulic capacity of the piping conveying flow to and from the filter. Under the current plan, the existing recirculation pumping station needs to be upgraded to accommodate the design flow and a new pumping station is required to convey primary effluent to the upgraded filter, which will be ten feet higher than the existing unit.
- **What If Scenarios.** Our Validation Study proposed scope of work includes the following scenarios:
  1. If the structural testing indicates that the concrete and/or steel reinforcement is in poor condition, the Validation Study recommendation would likely be to demolish or abandon the existing filter and construct a new one.
  2. Testing could conclude that the existing filter concrete and reinforcing steel are in average or above average condition and that with relatively minor upgrades the life of the structure could be extended. If this is the case, the question would be how high we could extend the perimeter wall without major structural modifications. Based on preliminary calculations and assuming the

structure is sound, we believe that the perimeter wall height can be extended up to three feet.

3. If the existing filter needs major structural modifications, we will determine the cost to upgrade the filter to accommodate 10 additional feet of media versus the cost of increasing the existing structure by two feet, which increases the media depth by two feet and provides a second roughing filter with eight feet of media.

### **Task 27.0 Miscellaneous Improvements**

This task summarizes the level of effort and associated compensation for other improvements that will be incorporated in the final Facilities Plan, including:

- Replacement of the GSD pumping station and headworks building odor control towers
- Replacement of the waste digester gas burner and hot water boiler to comply with Air Pollution Control District regulations

**Goleta Sanitary District**  
**Design Services and Preparation of Construction Documents for the Wastewater Treatment Plant Upgrading Project**  
**Estimated Level of Effort and Fee**

| TASK NO.                                   | DESCRIPTION   | LEVEL OF EFFORT, HOURS |            |              |              |              |              |             |               | FEE, DOLLARS     |               |                |               |                  | CLIENT TOTAL |
|--|---|------------------------|------------|--------------|--------------|--------------|--------------|-------------|---------------|------------------|---------------|----------------|---------------|------------------|--------------|
|  |   | PRINC                  | PROJ MAN   | SR ENGR      | ENGR         | STAFF ENGR   | CAD TECH     | ADMIN ASSIS | TOTAL LABOR   | LABOR            | TECH CHG      | SUBS           | ODC           | TOTAL            |              |
| <b>BASIC ENGINEERING SERVICES</b>          |   |                        |            |              |              |              |              |             |               |                  |               |                |               |                  |              |
| 1  | Project Management  |                        |            |              |              |              |              |             |               |                  |               |                |               |                  |              |
| 1.1  | Project Administration  | 24                     | 160        | 240          |              |              |              |             | 240           | 684              | 130,602       | 2,531          | 1,368         | 134,701          |              |
| 1.2  | Project Kick-off Meeting                                      | 8                      | 8          | 8            |              |              |              |             | 24            | 6,384            | 89            |                | 48            | 6,501            |              |
| 1.3  | Project Progress Meetings (Three HDR Staff and Four Meetings) |                        | 24         | 24           | 12           | 12           |              |             | 72            | 14,405           | 266           |                | 144           | 14,815           |              |
| 1.6  | Four Workshops (Three HDR Staff per Workshop)                 |                        | 32         | 32           | 16           | 16           |              |             | 16            | 20,884           | 414           |                | 224           | 21,522           |              |
|  | <b>Subtotal 1</b>   | <b>32</b>              | <b>244</b> | <b>304</b>   | <b>28</b>    | <b>28</b>    | <b>0</b>     | <b>258</b>  | <b>892</b>    | <b>172,454</b>   | <b>3,300</b>  | <b>0</b>       | <b>1,784</b>  | <b>177,539</b>   |              |
| 2  | Site Surveying  |                        |            |              |              |              |              |             |               |                  |               |                |               |                  |              |
| 2.1  | Confirm Base of Surveying and Key Plant Elevations            |                        | 2          |              | 2            | 2            |              |             | 2             | 8                | 1,253         | 30             | 2,000         | 3,299            |              |
|  | <b>Subtotal 2</b>   | <b>0</b>               | <b>2</b>   | <b>0</b>     | <b>2</b>     | <b>2</b>     | <b>0</b>     | <b>2</b>    | <b>8</b>      | <b>1,253</b>     | <b>30</b>     | <b>2,000</b>   | <b>16</b>     | <b>3,299</b>     |              |
| 3  | Geotechnical Investigation                                    |                        |            |              |              |              |              |             |               |                  |               |                |               |                  |              |
| 3.1  | Coordination with Geotechnical Consultant                     |                        | 2          | 8            |              |              |              |             | 16            | 26               | 3,841         | 98             | 155,000       | 158,990          |              |
| 3.2  | Review Soils Report   |                        | 4          | 8            |              |              |              |             | 12            | 2,885            | 44            |                | 24            | 2,953            |              |
|  | <b>Subtotal 3</b>   | <b>4</b>               | <b>2</b>   | <b>16</b>    | <b>0</b>     | <b>0</b>     | <b>0</b>     | <b>16</b>   | <b>38</b>     | <b>6,726</b>     | <b>141</b>    | <b>155,000</b> | <b>76</b>     | <b>161,943</b>   |              |
| 4  | Preliminary Design Report                                     |                        |            |              |              |              |              |             |               |                  |               |                |               |                  |              |
| 4.1  | TM 1 Design Loads and Effluent Discharge Requirements         | 4                      | 4          | 8            | 8            | 8            |              |             | 32            | 5,955            | 118           |                | 64            | 6,138            |              |
| 4.2  | TM 2 Plant Hydraulics   | 8                      | 12         | 8            | 28           | 28           | 8            |             | 92            | 15,350           | 340           |                | 184           | 15,875           |              |
| 4.3  | TM 3 Primary Effluent Equalization                            | 2                      | 4          | 8            | 24           | 24           | 8            |             | 70            | 10,251           | 258           |                | 140           | 10,850           |              |
| 4.4  | TM 4 Secondary Treatment Process                              | 12                     | 24         | 80           | 80           | 80           | 36           |             | 312           | 50,720           | 1,154         |                | 624           | 52,499           |              |
| 4.5  | TM 5 Solids Handling Facilities                               | 8                      | 12         | 36           | 20           | 20           | 16           |             | 112           | 20,023           | 414           |                | 224           | 20,662           |              |
| 4.6  | TM 6 Electrical, Instrumentation and Controls                 | 8                      | 12         | 40           | 40           | 40           | 16           |             | 156           | 25,747           | 577           |                | 312           | 26,636           |              |
|  | <b>Subtotal 4</b>   | <b>42</b>              | <b>68</b>  | <b>180</b>   | <b>200</b>   | <b>200</b>   | <b>84</b>    | <b>0</b>    | <b>774</b>    | <b>129,047</b>   | <b>2,864</b>  | <b>0</b>       | <b>1,548</b>  | <b>132,500</b>   |              |
| 5  | Final Design Phase  |                        |            |              |              |              |              |             |               |                  |               |                |               |                  |              |
| 5.1  | Project Specifications  | 8                      | 40         | 80           | 80           | 80           |              | 120         | 408           | 61,952           | 1,510         |                | 816           | 64,278           |              |
| 5.2  | 30 Percent Design Submittal                                   |                        | 38         | 188          | 264          | 264          | 1,078        | 47          | 1,879         | 252,712          | 6,952         |                | 3,758         | 263,423          |              |
| 5.3  | 60 Percent Design Submittal                                   |                        | 56         | 283          | 400          | 400          | 1,816        | 70          | 2,825         | 379,801          | 10,453        |                | 5,650         | 396,803          |              |
| 5.4  | 90 Percent Design Submittal                                   |                        | 75         | 377          | 550          | 550          | 2,155        | 93          | 3,800         | 510,530          | 14,060        |                | 7,600         | 532,190          |              |
| 5.5  | Final Submittal   |                        | 18         | 84           | 130          | 130          | 530          | 23          | 835           | 125,812          | 3,460         |                | 1,870         | 131,141          |              |
|  | <b>Subtotal 5</b>   | <b>8</b>               | <b>228</b> | <b>1,022</b> | <b>1,424</b> | <b>1,424</b> | <b>5,388</b> | <b>353</b>  | <b>9,847</b>  | <b>1,330,807</b> | <b>38,434</b> | <b>0</b>       | <b>19,894</b> | <b>1,386,535</b> |              |
| 6  | Engineer's Construction Cost Opinion                          |                        |            |              |              |              |              |             |               |                  |               |                |               |                  |              |
| 6.1  | 30 Percent Design Submittal                                   |                        | 2          | 4            | 8            | 8            |              |             | 22            | 3,325            | 81            | 300            | 44            | 3,750            |              |
| 6.1  | 60 Percent Design Submittal                                   |                        | 2          | 4            | 8            | 8            |              |             | 22            | 3,325            | 81            | 300            | 44            | 3,750            |              |
| 6.1  | 90 Percent Design Submittal                                   |                        | 2          | 4            | 8            | 8            |              |             | 16            | 2,833            | 67            | 400            | 36            | 3,335            |              |
| 6.1  | Final Submittal   |                        | 4          | 4            | 4            | 4            |              |             | 20            | 4,165            | 74            | 300            | 40            | 4,580            |              |
|  | <b>Subtotal 6</b>   | <b>4</b>               | <b>10</b>  | <b>16</b>    | <b>26</b>    | <b>26</b>    | <b>0</b>     | <b>0</b>    | <b>82</b>     | <b>13,648</b>    | <b>303</b>    | <b>1,300</b>   | <b>164</b>    | <b>15,415</b>    |              |
| 7  | Value Engineering   |                        |            |              |              |              |              |             |               |                  |               |                |               |                  |              |
| 7.1  | Present Project to Value Engineering Team                     |                        | 2          | 8            | 16           | 8            | 8            |             | 8             | 8,873            | 185           |                | 100           | 9,158            |              |
| 7.2  | Receive and Response to VE Team Review Comments               |                        | 4          | 8            | 80           | 40           | 40           | 24          | 24            | 34,848           | 814           |                | 440           | 36,200           |              |
|  | <b>Subtotal 7</b>   | <b>6</b>               | <b>16</b>  | <b>86</b>    | <b>48</b>    | <b>48</b>    | <b>24</b>    | <b>32</b>   | <b>270</b>    | <b>43,819</b>    | <b>989</b>    | <b>0</b>       | <b>540</b>    | <b>45,358</b>    |              |
| 8  | Quality Assurance / Quality Control Review                    |                        |            |              |              |              |              |             |               |                  |               |                |               |                  |              |
| 8.1  | Review Preliminary Design Report                              |                        | 16         | 48           | 36           | 4            | 4            |             | 8             | 118              | 27,404        | 429            |               | 28,086           |              |
| 8.2  | Review 30 Percent Design Submittal                            |                        | 16         | 48           | 36           | 4            | 4            |             | 8             | 118              | 27,404        | 429            | 1,500         | 29,566           |              |
| 8.3  | Review 60 Percent Design Submittal                            |                        | 8          | 26           | 24           | 2            | 2            |             | 8             | 70               | 15,882        | 250            |               | 16,291           |              |
| 8.4  | Review 90 Percent Design Submittal                            |                        | 18         | 48           | 36           | 4            | 4            |             | 8             | 118              | 27,404        | 429            |               | 28,086           |              |
| 8.5  | Review Final Design Submittal                                 |                        | 16         | 48           | 36           | 4            | 4            |             | 8             | 118              | 27,404        | 429            | 2,500         | 30,566           |              |
|  | <b>Subtotal 8</b>   | <b>72</b>              | <b>218</b> | <b>168</b>   | <b>18</b>    | <b>18</b>    | <b>0</b>     | <b>40</b>   | <b>534</b>    | <b>125,500</b>   | <b>1,878</b>  | <b>4,000</b>   | <b>1,068</b>  | <b>132,543</b>   |              |
| 9  | State Revolving Fund Coordination Assistance                  |                        |            |              |              |              |              |             |               |                  |               |                |               |                  |              |
| 9.1  | Provide Services as Requested by GSD                          |                        | 40         | 28           |              |              |              | 24          | 92            | 19,189           | 340           |                | 184           | 19,713           |              |
|  | <b>Subtotal 9</b>   | <b>0</b>               | <b>40</b>  | <b>28</b>    | <b>0</b>     | <b>0</b>     | <b>0</b>     | <b>24</b>   | <b>92</b>     | <b>19,189</b>    | <b>340</b>    | <b>0</b>       | <b>184</b>    | <b>19,713</b>    |              |
| 10   | Bid Phase Support Services                                    |                        |            |              |              |              |              |             |               |                  |               |                |               |                  |              |
| 10.1                                       | Participate in Pre-bid Conference                             |                        | 8          |              |              |              |              | 4           | 12            | 2,625            | 44            |                | 24            | 2,694            |              |
| 10.2                                       | Respond to Request for Clarifications ( Twenty)               |                        | 16         | 40           |              |              |              | 8           | 72            | 14,309           | 266           |                | 144           | 14,720           |              |
| 10.3                                       | Prepare Project Addenda (Two)                                 |                        | 18         | 40           | 20           | 20           |              | 8           | 124           | 20,724           | 459           |                | 248           | 21,431           |              |
| 10.4                                       | Evaluate Construction Bids                                    |                        | 8          |              |              |              |              | 4           | 12            | 2,625            | 44            |                | 24            | 2,694            |              |
| 10.5                                       | Assist with Notice to Proceed with Construction               |                        | 8          |              |              |              |              | 4           | 12            | 2,625            | 44            |                | 24            | 2,694            |              |
|  | <b>Subtotal 10</b>  | <b>0</b>               | <b>56</b>  | <b>80</b>    | <b>20</b>    | <b>20</b>    | <b>28</b>    | <b>28</b>   | <b>232</b>    | <b>42,010</b>    | <b>858</b>    | <b>0</b>       | <b>484</b>    | <b>44,290</b>    |              |
| <b>SUBTOTAL BASIC ENGINEERING SERVICES</b> |   | <b>168</b>             | <b>884</b> | <b>1,916</b> | <b>1,766</b> | <b>1,766</b> | <b>5,524</b> | <b>751</b>  | <b>12,769</b> | <b>1,804,352</b> | <b>47,245</b> | <b>162,300</b> | <b>25,538</b> | <b>2,119,435</b> |              |

Goleta Sanitary District  
Design Services and Preparation of Construction Documents for the Wastewater Treatment Plant Upgrading Project  
Estimated Level of Effort and Fee

| TASK NO.   | DESCRIPTION   | LEVEL OF EFFORT, HOURS |            |              |              |              |              |             |               | FEE, DOLLARS     |               |                |               |                  | CLIENT TOTAL     |
|--|---|------------------------|------------|--------------|--------------|--------------|--------------|-------------|---------------|------------------|---------------|----------------|---------------|------------------|------------------|
|  |   | PRINC                  | PROJ MAN   | SR ENGR      | ENGR         | STAFF ENGR   | CAD TECH     | ADMIN ASSIS | TOTAL LABOR   | LABOR            | TECH CHG      | SUBS           | ODC           | TOTAL            |                  |
| <b>SUPPLEMENTAL ENGINEERING SERVICES</b>                 |   |                        |            |              |              |              |              |             |               |                  |               |                |               |                  |                  |
| 20   | Headworks Improvements Preliminary Design                 |                        |            |              |              |              |              |             |               |                  |               |                |               |                  |                  |
| 20.1   | TM 7 Headworks Modifications                              | 4                      | 8          | 24           | 30           | 30           | 8            | 8           | 112           | 17,529           | 414           |                | 224           | 18,167           |                  |
|  | Subtotal 20   | 4                      | 8          | 24           | 30           | 30           | 8            | 8           | 112           | 17,529           | 414           | 0              | 224           | 18,167           | 18,200           |
| 21   | Headworks Improvements Final Design                       |                        |            |              |              |              |              |             |               |                  |               |                |               |                  |                  |
| 21.1   | 30 Percent Design Submittal                               |                        | 2          | 10           | 27           |              | 49           | 2           | 90            | 12,843           | 333           |                | 180           | 13,358           |                  |
| 21.2   | 60 Percent Design Submittal                               |                        | 3          | 15           | 41           |              | 73           | 3           | 135           | 18,276           | 500           |                | 270           | 20,045           |                  |
| 21.3   | 90 Percent Design Submittal                               |                        | 4          | 20           | 55           |              | 98           | 3           | 180           | 25,728           | 666           |                | 360           | 28,754           |                  |
| 21.4   | Final Submittal   |                        | 1          | 4            | 14           |              | 24           | 1           | 44            | 6,231            | 163           |                | 88            | 6,482            |                  |
|  | Subtotal 21   | 0                      | 10         | 49           | 137          |              | 244          | 9           | 449           | 64,078           | 1,662         | 0              | 898           | 66,838           | 66,800           |
| 22   | Shower and Locker Room Building Preliminary Design        |                        |            |              |              |              |              |             |               |                  |               |                |               |                  |                  |
| 22.1   | TM 8 Shower and Locker Room Building                      |                        | 8          | 40           |              |              | 24           | 8           | 80            | 14,100           | 296           |                | 160           | 14,556           |                  |
|  | Subtotal 22   | 0                      | 8          | 40           | 0            |              | 24           | 8           | 80            | 14,100           | 296           | 0              | 160           | 14,556           | 14,600           |
| 23   | Shower and Locker Room Building Final Design              |                        |            |              |              |              |              |             |               |                  |               |                |               |                  |                  |
| 23.1   | 30 Percent Design Submittal                               |                        | 4          | 19           | 26           | 26           | 108          | 5           | 189           | 25,325           | 696           |                | 376           | 26,396           |                  |
| 23.2   | 60 Percent Design Submittal                               |                        | 6          | 29           | 40           | 40           | 163          | 7           | 285           | 38,406           | 1,055         |                | 570           | 40,031           |                  |
| 23.3   | 90 Percent Design Submittal                               |                        | 7          | 39           | 53           | 53           | 219          | 9           | 378           | 50,764           | 1,399         |                | 756           | 52,919           |                  |
| 23.3   | Final Design  |                        | 2          | 9            | 14           | 14           | 55           | 2           | 96            | 12,880           | 355           |                | 182           | 13,427           |                  |
|  | Subtotal 23   | 0                      | 19         | 95           | 133          | 133          | 544          | 23          | 947           | 127,375          | 3,504         | 0              | 1,894         | 132,773          | 132,800          |
| 24   | Administration Building Preliminary Design                |                        |            |              |              |              |              |             |               |                  |               |                |               |                  |                  |
| 24.1   | TM 9 Administration Building                              |                        |            | 18           |              |              | 16           | 4           | 38            | 6,043            | 141           |                | 76            | 6,259            |                  |
|  | Subtotal 24   | 0                      | 0          | 18           | 0            | 0            | 16           | 4           | 38            | 6,043            | 141           | 0              | 76            | 6,259            | 6,300            |
| 25   | Administration Building Final Design                      |                        |            |              |              |              |              |             |               |                  |               |                |               |                  |                  |
| 25.1   | 30 Percent Design Submittal                               |                        | 1          | 3            | 5            | 5            | 16           | 2           | 32            | 4,316            | 118           |                | 64            | 4,498            |                  |
| 25.2   | 60 Percent Design Submittal                               |                        | 1          | 5            | 8            | 8            | 24           | 3           | 49            | 6,580            | 181           |                | 88            | 6,839            |                  |
| 25.3   | 90 Percent Design Submittal                               |                        | 1          | 7            | 11           | 11           | 32           | 3           | 65            | 8,898            | 241           |                | 130           | 9,069            |                  |
| 25.4   | Final Submittal   |                        |            | 2            | 4            | 4            | 8            | 1           | 19            | 2,490            | 70            |                | 38            | 2,598            |                  |
|  | Subtotal 25   | 0                      | 3          | 17           | 28           | 28           | 80           | 9           | 165           | 22,084           | 610           | 0              | 330           | 23,003           | 23,000           |
| 26   | Trickling Filter Validation Study                         |                        |            |              |              |              |              |             |               |                  |               |                |               |                  |                  |
| 26.1   | Filter Media Integrity Field Testing                      |                        |            | 4            | 8            | 8            |              |             | 20            | 2,773            | 74            | 2,500          | 40            | 5,387            |                  |
| 26.2   | Tank Structural Integrity Field Testing                   |                        | 8          | 8            | 8            | 8            |              |             | 32            | 5,785            | 118           | 10,000         | 84            | 15,667           |                  |
| 26.3   | Structural Analysis                                       |                        | 2          |              | 12           | 12           |              |             | 26            | 3,502            | 86            |                | 52            | 3,650            |                  |
| 26.4   | Alternative Evaluation and Validation Study Report        | 2                      | 4          | 12           | 6            | 6            | 16           | 16          | 62            | 9,307            | 229           |                | 124           | 9,661            |                  |
|  | Subtotal 26   | 2                      | 14         | 24           | 34           | 34           | 16           | 16          | 140           | 21,388           | 518           | 12,500         | 280           | 34,666           | 34,700           |
| 27   | Miscellaneous Structures                                  |                        |            |              |              |              |              |             |               |                  |               |                |               |                  |                  |
| 27.1   | Waste Digester Gas Burner                                 |                        | 2          | 14           | 22           | 22           | 92           | 3           | 155           | 20,576           | 574           |                | 310           | 21,460           |                  |
| 27.2   | Hot Water Boiler Replacement                              |                        | 4          | 16           | 22           | 22           | 116          | 3           | 183           | 24,525           | 677           |                | 366           | 25,568           |                  |
| 27.3   | Coordinate and Complete Potholing at Ten Locations        |                        | 2          | 4            | 4            | 4            |              | 0           | 14            | 2,341            | 52            | 15,000         | 28            | 17,421           |                  |
| 27.4   | Odor Control Tower Replacement GSD Pumping Station/Hdwrks |                        | 2          | 16           | 16           | 16           | 48           | 0           | 88            | 13,689           | 363           |                | 196           | 14,258           |                  |
|  | Subtotal 27   | 0                      | 10         | 50           | 64           | 64           | 256          | 6           | 450           | 61,141           | 1,685         | 15,000         | 800           | 78,706           | 78,700           |
| <b>SUBTOTAL SUPPLEMENTAL ENGINEERING SERVICES</b>        |   | <b>0</b>               | <b>72</b>  | <b>317</b>   | <b>426</b>   | <b>426</b>   | <b>1,188</b> | <b>83</b>   | <b>2,391</b>  | <b>323,697</b>   | <b>8,809</b>  | <b>27,500</b>  | <b>4,762</b>  | <b>374,768</b>   | <b>374,900</b>   |
| <b>TOTAL Basic and Supplemental Engineering Services</b> |   | <b>174</b>             | <b>858</b> | <b>2,227</b> | <b>2,102</b> | <b>2,055</b> | <b>6,742</b> | <b>834</b>  | <b>15,150</b> | <b>2,218,049</b> | <b>56,054</b> | <b>189,800</b> | <b>30,300</b> | <b>2,494,203</b> | <b>2,494,200</b> |

## Exhibit B

### Insurance Requirements

Professional shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by Professional and/or by Professional's agents, representatives, employees, subcontractors, successors or assigns.

#### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or equivalent).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto) or provide evidence of Non-owned and hired auto liability coverage (if no owned autos).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and omissions liability insurance appropriate to the Professional's profession.

#### B. Minimum Limits of Insurance

The insurance coverage required hereunder shall have limits of not less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If a general aggregate limit applies to the general liability coverage, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be at least twice the required occurrence limit.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$2,000,000 per claim .

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved in advance by GSD. At the option of GSD, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects GSD, its officers, directors, employees and agents; or the Professional shall provide a financial guarantee satisfactory to GSD guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. GSD, its officers, directors, employees and agents are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Professional; or automobiles owned, leased, hired or borrowed by the Professional.
2. For any claims related to this project, the Professional's insurance coverage shall be primary insurance as respects GSD, its officers, directors, employees and agents. Any insurance or self-insurance maintained by GSD, its officers, directors, employees or agents shall be excess of the Professional's insurance and shall not contribute with it.
3. Each insurance policy required hereunder shall be endorsed to state that coverage shall not be canceled or materially modified unless thirty (30) days' prior written notice (or ten (10) days' prior written notice in the case of nonpayment of premium) has been given to GSD by certified mail, return receipt requested.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to GSD.

F. Verification of Coverage

Professional shall furnish GSD with original certificates and amendatory endorsements confirming the coverage required hereunder prior to commencing any activity pursuant to this Agreement. The endorsements shall be on forms provided by GSD or on other forms conforming to GSD's requirements. All certificates and endorsements are to be received and approved by GSD before work commences. GSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Agreement, at any time.



# DUDEK

621 CHAPALA STREET  
SANTA BARBARA, CALIFORNIA 93101  
T 805.963.0651 F 805.963.2074

March 2, 2010

Mr. Kamil Azoury, General Manager  
Goleta Sanitary District  
P.O. Box 906  
Goleta, CA. 93117

**RE:** *Proposal for Supplemental Extended Phase 1 Archaeological Investigation  
Goleta Sanitary District Wastewater Treatment Upgrading Project "Area 2"  
Goleta, CA*

Dear Mr. Azoury:

The following is a time-and-materials, not-to-exceed proposal to conduct a Supplemental Extended Phase 1 archaeological investigation in "Area 2" for the Goleta Sanitary District Wastewater Treatment Upgrading Project.

"Area 2" is located within the recorded archaeological site boundaries of CA-SBA-46. Dudek's Extended Phase 1 geoprobe excavations determined that the locations of proposed Biofilter No. 2 and connecting pipelines in "Area 2" contain very low or no cultural materials. In response to preliminary Permit Conditions of Approval identified by the County of Santa Barbara, a Supplemental Extended Phase 1 backhoe trenching program will identify the potential for unknown archaeological features in "Area 2" in within the proposed Biofilter No. 2 footprint and new connecting pipeline corridors. The objective of this work will be to identify any evidence of previously unidentified features such as house floors or dance floors in this peripheral area of CA-SBA-46.

## **Supplemental Extended Phase 1 Archaeological Investigation**

The Supplemental Extended Phase 1 archaeological investigation will be undertaken consistent with *County of Santa Barbara Resources Management Department Regulations Governing Archaeological and Historical Projects Undertaken in Conformance with the California Environmental Quality Act and Related Laws: Cultural Resource Guidelines* (revised January 1993). The following scope of work is based on consultation with Santa Barbara County Planning & Development staff.

### **Task 1: Fieldwork / Backhoe Trenching**

Dudek will systematically excavate a series of backhoe trenches spaced no more than 10 meters (33 feet) apart throughout the proposed Biofilter No. 2 and associated new pipeline corridors within Area 2. Proposed conceptual backhoe trench locations will extend to the perimeter of Proposed Biofilter No. 2 overexcavation, as shown in the attached figure. The trenches will be approximately 10 meters (33-feet) long and 0.60

meter (2-feet) wide, and excavated to the base of the A Soil Horizon, below which cultural deposits have not been identified within CA-SBA-46. Approximately 220 cubic yards of soil will be excavated.

The previously disturbed soil horizon as previously defined during Dudek's Extended Phase 1 geoprobe excavations and geomorphological analyses will be removed. The intact, cultural A horizon excavated will then be systematically excavated in 6-inch "lifts." Excavation will be terminated when the B horizon underlying the intact, cultural A horizon as previously defined in our previous Extended Phase 1 program is encountered. All backhoe trench excavations will be supervised by Ken Victorino, Dudek Senior Archaeologist and Mr. Gilbert Unzueta, the Chumash observer who has been involved in our previous Extended Phase 1 excavations.

As the highest concentrations of previously recorded cultural deposits exist to the east and south of Area 2, the proposed backhoe trench excavations will begin in the east adjacent to the existing Biofilter No. 1, and work westward.

If cultural materials are observed in a trench wall within intact A horizon soils, a "bucket" sample (approximately 5-gallon volume) will be collected from the excavated lift soils and dry-screened through 1/8-inch mesh to characterize the materials. The location, depth, nature, and quantity of the cultural materials will be recorded in the field, but only diagnostic artifacts (e.g., projectile points, shell beads, etc.) will be collected. No laboratory analyses are proposed.

When excavation of each trench is completed, Mr. Victorino will carefully clean and examine the trench wall soil profile and systematically inspect the exposure for evidence of soils or concentration of artifacts that would suggest the presence of prehistoric features. One soil profile from each excavated trench will be documented. Results of backhoe trench excavations will be documented on standard forms which include provenience information, sediment description, termination depth, and general observations.

In the event that a potential archaeological feature is identified in a completed trench wall, no additional trenching in the adjacent area will occur. Mr. Victorino will contact the GSD and County staff. Dudek will then prepare a Phase 3 Data Recovery scope of work to recover sufficient data to characterize the important qualities of the feature for review and approval by GSD and County staff. The program will include identifying the dimensions of the feature using a combination of hand excavation units (1 X 2 meter, 2 X 2 meter, etc.), depending on the shape and size of feature as exposed in the trench wall. The Phase 3 Data Recovery work would be undertaken consistent with *County of Santa Barbara Resources Management Department Regulations Governing Archaeological and Historical Projects Undertaken in Conformance with the California Environmental Quality Act and Related Laws: Cultural Resource Guidelines* (revised January 1993).

Notwithstanding inclement weather, Dudek will strive to excavate the backhoe trenches such that they can all be left open for inspection, in the event that County staff wishes to visit the project site during the excavations. After all of the backhoe trench excavations have been completed, the trenches will be backfilled.

**Task 2: Report Preparation**

Verbal results of the backhoe trench excavations will be provided within two days of their completion. The results of the archaeological investigation will be presented in a Letter Report that includes a summary of field notes, trench profiles and photos, and maps.

An Updated California Department of Parks and Recreation archaeological site form for CA-SBA-46 will be prepared and included.

**Assumptions**

- 1) Dudek is not responsible for project delays caused by weather, the very unlikely discovery of human remains, or other events or actions that are beyond the control of Dudek.
- 2) A backhoe and operator will be provided by GSD and will be directed by the Dudek supervising archaeologist.
- 3) GSD will retain a professional surveyor to locate and stake proposed trench locations identified by Dudek.
- 4) Dudek assumes that the trench excavations will not identify any archaeological features that will require additional Phase 3 Data Recovery excavations.

**Budget**

The time-and-materials, not-to-exceed fee provided in this proposal of \$8,900 represents an estimate of the anticipated level of effort and specific staff and billing rates required to complete the tasks described in the proposal. Should the actual effort required to complete the tasks be less than anticipated, the amount billed will be less than the total fee. Conversely, should the actual effort to complete the proposed tasks be greater than anticipated, additional fee authorizations will be requested. In the event that alternative supporting staff is used, they will be billed consistent with the attached Dudek Standard Year 2010 rates. No work in excess of the proposed fee or outside of the proposed scope of work will be performed without written authorization.

Mr. Kamil Azoury  
March 2, 2010  
Page 4

If this letter proposal is acceptable to you, please provide your authorization at your earliest convenience.

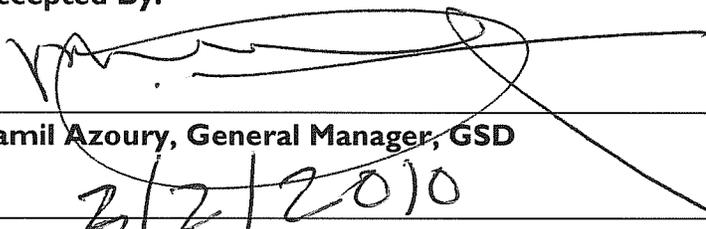
Should you have any questions regarding this letter proposal or require additional information, please do not hesitate to give me a call at (805) 963-0651, ext. 3525. I may also be e-mailed at [dstone@dudek.com](mailto:dstone@dudek.com). Thank you in advance.

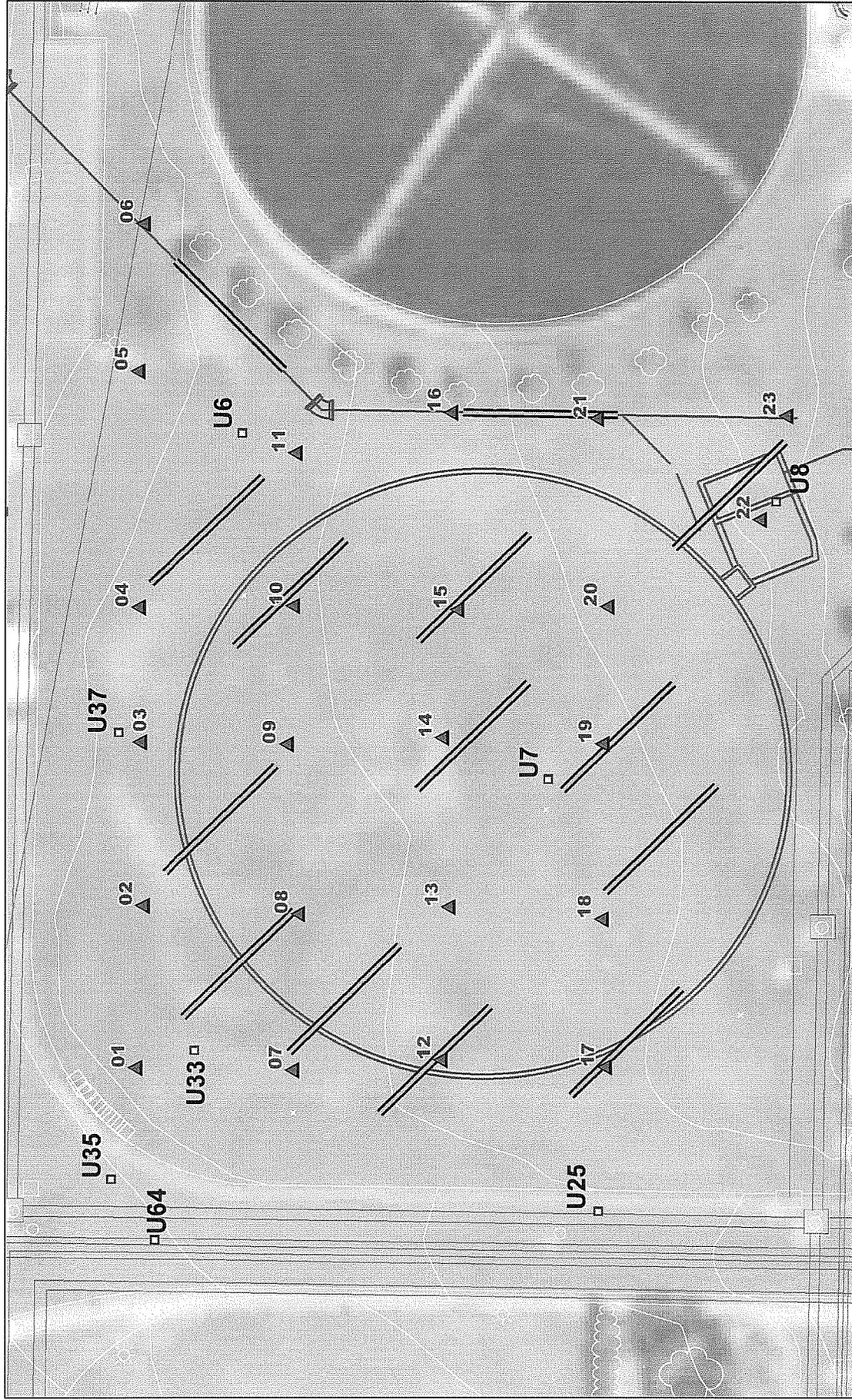
Sincerely,



David Stone, M.A., RPA  
Cultural Resources Manager

**Accepted By:**

  
\_\_\_\_\_  
**Kamil Azoury, General Manager, GSD**  
\_\_\_\_\_  
Date 3/2/2010



N  
 0 30 60 Feet  
 Proposed Structures/Piping    Conceptual Backhoe Trench Locations  
 Existing Electrical/Piping    Previous Archaeological Investigation Unit  
 Extended Phase 1 Geoprobe

SOURCE: Excavation Units - Gamble 1990, Aerial - DigitalGlobe 2008.

GSD Wastewater Treatment Plan Upgrading Project

Conceptual Backhoe Trench Locations

# **ATTACHMENT A**

**STATE REVOLVING FUND LOAN PROGRAM**

**CONSTRUCTION CONTRACT REQUIREMENTS (CCR)**

**AND**

**BOILERPLATE (BP)**

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| 6                     | Project Progress Payments; Public Contract Code Section 9203   | CCR - 7     |
| 7                     | Securities In Lieu of Retention Permitted; Public Contract Code Section 22300<br>(not required for FHA or other Federal moneys that do not allow securities use) | CCR - 7     |
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| 11.                   | Construction Contract Requirements Checklist (CCR Checklist)   | CCR - 13    |

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| 12                    | Equal Opportunity Clause (40 CFR 60-8.4(b))  | BP -34      |
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| 14                    | Construction Contractors - Affirmative Action Requirements (41 CFR 60-4)   | BP -39      |
| 15                    | Elimination of Segregated Facilities   | BP -43      |
| 16                    | Certification of Non-Segregated Facilities   | BP -44      |
| 17                    | Drug-Free Workplace Certification  | BP -45      |
| 18                    | Use of Debarred Contractors Prohibited   | BP -46      |
| 19                    | Responsibility for Removal, Relocation, or Protection of Existing Utilities (Government Code Section 4215)   | BP -48      |
| 20                    | Submitting of Bids and Agreeing to Assign (Government Code Section 4552)   | BP -48      |
| 21                    | Non-Collusion Affidavit (Public Contract Code Section 7106)<br><b>TO BE NOTARIZED AND SUBMITTED WITH THE BID</b>   | BP -49      |
|                       | Affirmative Action and Equal Employment Opportunity minority participation table (It is not necessary to include this table in the plans and specifications) | BP -50      |

# CONSTRUCTION CONTRACT REQUIREMENTS

1 - ELIMINATION OF SEGREGATED FACILITIES  
NOTICE TO APPLICANTS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED  
FACILITIES

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(a) A Certification of Non-Segregated Facilities, as required by the May 9, 1967 Order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted by the applicant prior to any agreement for Federal financial assistance where the applicant will himself perform a Federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.

(b) Applicants for Federal assistance shall notify prospective Federally-assisted construction contractors of the Certification of Non-Segregated Facilities required by the May 9, 1967 Order on Elimination of Segregated Facilities by the Secretary of Labor.

2 - PUBLIC CONTRACT CODE SECTION 3300  
IDENTIFICATION OF CONTRACTORS LICENSE CLASSIFICATION

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(a) Any public entity, as defined in Section 1100, the University of California, and the California State University shall specify the classification of the contractor's license which a contractor shall possess at the time a contract is awarded. The specification shall be included in any plans prepared for a public project and in any notice inviting bids required pursuant to this code.

This requirement shall apply only with respect to contractors who contract directly with the public entity.

(b) A contractor who is not awarded a public contract because of the failure of an entity, as defined in subdivision (a), to comply with that subdivision shall not receive damages for the loss of the contract.

3 - PUBLIC CONTRACT CODE SECTION 3400  
USE OF BRAND NAMES; "OR EQUAL" REQUIREMENT

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(a) No agency of the state nor any political subdivision, municipal corporation, or district, nor any public officer or person charged with the letting of contracts for the construction, alteration, or repair of public works shall draft or cause to be drafted specifications for bids, in connection with the construction, alteration, or repair of public works, (1) in such a manner as to limit the bidding, directly or indirectly, to any one specific concern, or (2) calling for a designated material, product, thing, or service by specific brand or trade name unless the specification lists at least two brands or trade names of comparable quality or utility and is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service. In applying this section, the specifying agency shall, if aware of an equal product manufactured in this state, name that product in the specification. In those cases involving a unique or novel product application required to be used in the public interest, or where only one brand or trade name is known to the specifying agency, it may list only one. Specifications shall provide a period of time prior to or after, or prior to and after, the award of the contract for submission of data substantiating a request for a substitution of "an equal" item. If no time period is specified, data may be submitted any time within 35 days after the award of the contract. (b) Subdivision (a) is not applicable if the awarding authority, or its designee, makes a finding that is described in the invitation for bids or request for proposals that a particular material, product, thing, or service is designated by specific brand or trade name for either of the following purposes: (1) In order that a field test or experiment may be made to determine the product's suitability for future use. (2) In order to match other products in use on a particular public improvement either completed or in the course of completion.

4 - PUBLIC CONTRACT CODE SECTION 4104  
LISTING OF SUBCONTRACTORS

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Any officer, department, board or commission taking bids for the construction of any public work or improvement shall provide in the specifications prepared for the work or improvement or in the general conditions under which bids will be received for the doing of the work incident to the public work or improvement that any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:

(a) (1) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. (2) (A) Subject to subparagraph (B), any information requested by the officer, department, board, or commission concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name and location of business, may be submitted by the prime contractor up to 24 hours after the deadline established by the officer, department, board, or commission for receipt of bids by prime contractors. (B) A state or local agency may implement subparagraph (A) at its option.

(b) The portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

5 - PUBLIC CONTRACT CODE SECTION 7105  
"ACTS OF GOD" INSURANCE EXCLUSION

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7105. (a) Construction contracts of public agencies shall not require the contractor to be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an act of God, in excess of 5 percent of the contracted amount, provided, that the work damaged is built in accordance with accepted and applicable building standards and the plans and specifications of the awarding authority. However, contracts may include provisions for terminating the contract. The requirements of this section shall not be mandatory as to construction contracts financed by revenue bonds. This section shall not prohibit a public agency from requiring that a contractor obtain insurance to indemnify the public agency for any damage to the work caused by an act of God if the insurance premium is a separate bid item. If insurance is required, requests for bids issued by public agencies shall set forth the amount of the work to be covered and the contract resulting from the requests for bids shall require that the contractor furnish evidence of satisfactory insurance coverage to the public agency prior to execution of the contract. (b) For the purposes of this section:

(1) "Public agency" shall include the state, the Regents of the University of California, a city, county, district, public authority, public agency, municipal utility, and any other political subdivision or public corporation of the state.

(2) "Acts of God" shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves.

(c) Public agencies may make changes in construction contracts for public improvements in the course of construction to bring the completed improvements into compliance with environmental requirements or standards established by state and federal statutes and regulations enacted after the contract has been awarded or entered into. The contractor shall be paid for the changes in accordance with the provisions of the contract governing payment for changes in the work or, if no provisions are set forth in the contract, payment shall be as agreed to by the parties.

(d) (1) Where authority to contract is vested in any public agency, excluding the state, the authority shall include the power, by mutual consent of the contracting parties, to terminate, amend, or modify any contract within the scope of such authority. (2) Paragraph (1) shall not apply to contracts entered into pursuant to any statute expressly requiring that contracts be let or awarded on the basis of competitive bids. Contracts of public agencies, excluding the state, required to be let or awarded on the basis of competitive bids pursuant to any statute may be terminated,

amended, or modified only if the termination, amendment, or modification is so provided in the contract or is authorized under provision of law other than this subdivision. The compensation payable, if any, for amendments and modifications shall be determined as provided in the contract. The compensation payable, if any, in the event the contract is so terminated shall be determined as provided in the contract or applicable statutory provision providing for the termination.

(3) Contracts of public agencies may include provisions for termination for environmental considerations at the discretion of the public agencies.

6 - PUBLIC CONTRACT CODE SECTION 9203  
USING PROGRESS PAYMENTS FOR ANY PROJECT OVER \$5,000

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(a) Payment on any contract with a local agency for the creation, construction, alteration, repair, or improvement of any public structure, building, road, or other improvement, of any kind which will exceed in cost a total of five thousand dollars (\$5,000), shall be made as the legislative body prescribes upon estimates approved by the legislative body, but progress payments shall not be made in excess of 95 percent of the percentage of actual work completed plus a like percentage of the value of material delivered on the ground or stored subject to, or under the control of, the local agency, and unused. The local agency shall withhold not less than 5 percent of the contract price until final completion and acceptance of the project. However, at any time after 50 percent of the work has been completed, if the legislative body finds that satisfactory progress is being made, it may make any of the remaining progress payments in full for actual work completed.

(b) Notwithstanding the dollar limit specified in subdivision (a), a county water authority shall be subject to a twenty-five thousand dollar (\$25,000) limit for purposes of subdivision (a).

7 - PUBLIC CONTRACT CODE SECTION 22300  
SECURITIES IN LIEU OR RETENTION PERMITTED AND ESCROW AGREEMENT

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(a) Provisions shall be included in any invitation for bid and in any contract documents to permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract, provided that substitution of securities provisions shall not be required in contracts in which there will be financing provided by the Farmers Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Sec. 1921 et seq.), and where federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the contractor. Upon satisfactory completion of the contract, the securities shall be returned to the contractor.

(b) Alternatively, the contractor may request and the owner shall make payment of retentions earned directly to the escrow agent at the expense of the contractor. At the expense of the contractor, the contractor may direct the investment of the payments into securities and the contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the contractor. Upon satisfactory completion of the contract, the contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the owner, pursuant to the terms of this section.

(c) Securities eligible for investment under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and the public agency. The contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. Failure to include these provisions in bid and contract documents shall void any provisions for performance retentions in a public agency contract. For purposes of this section, the term "public agency" shall include, but shall not be limited to, chartered cities.

(d) (1) Any contractor who elects to receive interest on moneys withheld in retention by a public agency shall, at the request of any subcontractor, make that option available to the subcontractor regarding any moneys withheld in retention by the contractor from the subcontractor. If the contractor elects to receive interest on any moneys withheld in retention by a public agency, then the subcontractor shall receive the identical rate of interest received by the contractor on any retention moneys withheld from the subcontractor by the contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a

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fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If the contractor elects to substitute securities in lieu of retention, then, by mutual consent of the contractor and subcontractor, the subcontractor may substitute securities in exchange for the release of moneys held in retention by the contractor. (2) This subdivision shall apply only to those subcontractors performing more than five percent of the contractor's total bid. (3) No contractor shall require any subcontractor to waive any provision of this section.

(e) The Legislature hereby declares that the provisions of this section are of statewide concern and are necessary to encourage full participation by contractors and subcontractors in public contract procedures.

(f) The escrow agreement used hereunder shall be null, void, and unenforceable unless it is substantially similar to the following form:

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between \_\_\_\_\_  
whose address is \_\_\_\_\_ hereinafter called "Owner,"  
\_\_\_\_\_ whose address is \_\_\_\_\_  
hereinafter called "Contractor" and \_\_\_\_\_ whose address is \_\_\_\_\_  
\_\_\_\_\_ hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for \_\_\_\_\_ in the amount of \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of \_\_\_\_\_, and shall designate the Contractor as the beneficial owner.

(2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

(8) Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow

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shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

On behalf of Contractor:

On behalf of Escrow Agent:

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Name

\_\_\_\_\_

Name

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

\_\_\_\_\_

Address

\_\_\_\_\_

Address

\_\_\_\_\_

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner

Contractor

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Name

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

8 - LABOR CODE SECTION 6500  
EMPLOYMENT PERMITS

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(a) For those employments or places of employment that by their nature involve a substantial risk of injury, the Division shall require the issuance of a permit prior to the initiation of any practices, work, method, operation, or process of employment. The permit requirement of this section is limited to employment or places of employment that are any of the following:

(1) Construction of trenches or excavations which are five feet or deeper and into which a person is required to descend.

(2) The construction of any building, structure, falsework, or scaffolding more than three stories high or the equivalent height.

(3) The demolition of any building, structure, falsework, or scaffold more than three stories high or the equivalent height.

(4) The underground use of diesel engines in work in mines and tunnels.

This subdivision does not apply to motion picture, television, or theater stages or sets, including, but not limited to, scenery props, backdrops, flats, greenbeds, and grids.

(b) On or after January 1, 2000, this subdivision shall apply to motion picture, television, or theater stages or sets, if there has occurred within any one prior calendar year in any combination at separate locations three serious injuries, fatalities, or serious violations related to the construction or demolition of sets more than 36 feet in height for the motion picture, television, and theatrical production industry.

An annual permit shall be required for employers who construct or dismantle motion picture, television, or theater stages or sets that are more than three stories or the equivalent height. A single permit shall be required under this subdivision for each employer, regardless of the number of locations where the stages or sets are located. An employer with a currently valid annual permit issued under this subdivision shall not be required to provide notice to the division prior to commencement of any work activity authorized by the permit. The division may adopt procedures to permit employers to renew by mail the permits issued under this subdivision. For purposes of this subdivision, "motion picture television or theater stages or sets" include, but are not limited to, scenery, props, backdrops, flats, greenbeds, and grids.

9 - LABOR CODE SECTION 6705  
TRENCH EXCAVATION PLAN REQUIREMENT

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No contract for public works involving an estimated expenditure in excess of twenty-five thousand dollars (\$25,000), for the excavation of any trench or trenches five feet or more in depth, shall be awarded unless it contains a clause requiring submission by the contractor and acceptance by the awarding body or by a registered civil or structural engineer, employed by the awarding body, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

Nothing in this section shall be construed to impose tort liability on the awarding body or any of its employees.

The terms "public works" and "awarding body", as used in this section, shall have the same meaning as in Sections 1720 and 1722, respectively, of the Labor Code.

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10 - LABOR CODE SECTION 6707  
SEPARATE BID ITEM FOR SHEETING, SHORING, ETC.

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Whenever the state, a county, city and county, or city issues a call for bids for the construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are five feet or deeper, such call shall specify that each bid submitted in response thereto shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which shall conform to applicable safety orders. Nothing in this section shall be construed to impose tort liability on the body awarding the contract or any of its employees. This section shall not apply to contracts awarded pursuant to the provisions of Chapter 3 (commencing with Section 14250) of Part 5 of Division 3 of Title 2 of the Government Code.

11 - CONSTRUCTION CONTRACT REQUIREMENTS CHECKLIST  
 STATE REVOLVING FUND LOAN PROGRAM  
 STATE WATER RESOURCES CONTROL BOARD  
 DIVISION OF FINANCIAL ASSISTANCE

Loan Applicant:\* \_\_\_\_\_ Project No. \_\_\_\_\_  
 Project Title: \_\_\_\_\_

CONSTRUCTION CONTRACT REQUIREMENTS (CCR)

| Contract Page No. | Satisfy Yes/No |  |
|-------------------|----------------|--|
| _____             | _____          | Date, Time, and Location of the Bid Opening.   |
| _____             | _____          | Thirty (30) Days between Bid Advertisement and Bid Opening.                              |
| _____             | _____          | Contract Period / Equipment Delivery Date.   |
| _____             | _____          | Contract Awarded to Lowest, Responsive, Responsible Bidder.                              |
| _____             | _____          | Bid Guarantee Bond (at least 10% of bid).  |
| _____             | _____          | Performance Bond (100% of bid).  |
| _____             | _____          | Payment Bond (100% of bid).  |
| _____             | _____          | Elimination of Segregated Facilities   |
| _____             | _____          | State's MBE/WBE "Fair Share" Objectives (Comply with MBE/WBE guidelines).                |
| _____             | _____          | Identification of Contractors License Classification; Public Contract Code Section 3300. |
| _____             | _____          | Use of Brand Names; Public Contract Code Section 3400.                                   |
| _____             | _____          | Listing of Subcontractors; Public Contract Code Section 4104.                            |
| _____             | _____          | "Acts of God" Insurance Exclusion; Public Contract Code Section 7105.                    |
| _____             | _____          | "Non-Collusion Affidavit", Public Contract Code Section 7106                             |
| _____             | _____          | Project Progress Payments; Public Contract Code Section 9203.                            |
| _____             | _____          | Securities In Lieu of Retention Permitted; Public Contract Code Section 22300.           |
| _____             | _____          | Employment Permits; Labor Code Section 6500.   |
| _____             | _____          | Trench Excavation Plan Requirement; Labor Code Section 6705.                             |
| _____             | _____          | Separate Bid Item for Sheeting, Shoring, Etc.; Labor Code Section 6707.                  |
| _____             | _____          | <b>BOILERPLATE DOCUMENTS</b> (state provided, to be included in the specifications)      |

***\*Please complete this checklist and return with the Plans & Specifications.***

# BOILERPLATE

1 - STATE WAGE RATE CLAUSES (Facilities Plan Approval after June 18, 1998, Federal Wage Rates are not required)

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Pursuant to Sections 1720 et seq., and 1770 et seq., of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations for public works projects of more than one thousand dollars (\$1,000). Copies of such prevailing rate or per diem wage are on file at (loan recipient's principal office), which copies shall be made available to any interested party on request. The successful bidder shall post a copy of such determinations at each job site.

The successful bidder intending to use a craft or classification not shown on the prevailing rate determinations may be required to pay the rate of the craft or classification most closely related to it.

2 - LABOR CODE SECTION 1776  
COMPLETE PAYROLL RECORDS; CERTIFIED AND AVAILABLE

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(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct. (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis: (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards

## **APPENDIX 4-7**

### **Project 7: City of Guadalupe, Recycled Water Feasibility Study**

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- City of Guadalupe Budget Resolution
- In-Kind Funding Match Labor Hours Form
- Recycled Water Feasibility Study Fee Schedule

RESOLUTION NO. 2010-34

A RESOLUTION OF THE CITY COUNCIL OF GUADALUPE APPROVING THE APPLICATION FOR GRANT FUNDS FROM THE INTEGRATED REGIONAL WATER MANAGEMENT GRANT FUND.

WHEREAS, the people of the State of California have enacted Proposition 84, which provides funds to the State of California for grants to local agencies to encourage local agencies to work cooperatively to manage local and imported water supplies to improve the quality, quantity, and reliability.

WHEREAS, the State Department of Water Resources has been delegated the responsibility for the administration of the Proposition 84 Program, setting up necessary procedures governing project application under the Proposition 84 Program; and

WHEREAS, said procedures established by the State Department of Water Resources require the applicant to certify by resolution the approval of application(s) before submission of said application(s) to the State; and

WHEREAS, the applicant will enter into a contract with the State of California to complete the project(s);

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Guadalupe hereby:

1. Approves the filing of an application for the Proposition 84 Program for the purposes of the Recycled Water Feasibility Study ("Project"); and
2. Certifies that the City has or will have available, prior to commencement of any work on the Project included in this application, the required match and sufficient funds to complete the Project; and
3. Certifies that the City has or will have sufficient funds to operate and maintain the Project(s); and
4. Certifies that the City has reviewed, understands, and agrees to the provisions contained in the contract shown in the grant administration guide; and
5. Delegates the authority to the City Administrator to conduct all negotiations, and execute and submit all documents, including, but not limited to applications, agreements, amendments, payment requests, which may be necessary for the completion of the Project.
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines in connection with the Project.

Passed and Adopted at a regular meeting on the 9<sup>th</sup> day of November 2010 by the following:  
MOTION: JULIAN/LIZALDE

|          |   |  |
|----------|---|--|
| AYES:    | 5 | Julian, Lizalde, Sabedra, Ponce, Alvarez |
| NOES:    | 0 |  |
| ABSTAIN: | 0 |  |
| ABSENT:  | 0 |  |

This is a true certified copy of the original document on file or of record in the office. It bears the seal, imprinted in purple ink, and the original signature of the City Clerk or the Deputy City Clerk of the City of Guadalupe, Santa Barbara County, California.



11-19-10  
Date

By: *[Signature]*  
City Clerk or Deputy City Clerk

I Brenda Hoff, City Clerk of the City of Guadalupe, DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2010-34, has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the City Council, held November 9, 2010, and that same was approved and adopted.

ATTEST:

*[Signature]*  
Regan M. Candelario  
Deputy City Clerk

*[Signature]*  
Lupe Alvarez, Mayor



**Santa Barbara County IRWMP In-Kind Funding Match Labor Hours**  
 PROPOSITION 84 IMPLEMENTATION GRANT APPLICATION (Round 1)

Purpose: This form will be submitted to DWR as an Appendix to Attachment 4 Budget to clearly outline the type and extent of In-Kind contributions being claimed on each project. This form will serve to summarize the necessary timesheet information (employees, dates, hours, bill rates).

Due Date: Please complete this form and email the completed form directly to Kim Wilson/CH2M HILL at [Kimberly.Wilson@ch2m.com](mailto:Kimberly.Wilson@ch2m.com).

**Instructions to Select Checkboxes**

- Double click on the grey box (to check "Yes" or "No")
- In Check Box Form Field Option, select "Checked" the under "Default Value"
- Use this box to test:

|                        |  |                           |
|------------------------|--|---------------------------|
| Agency Name            | City of Guadalupe                            |                           |
| Project Name           | Recycled Water Feasibility Study (Project 7) |                           |
| Project Contact Person | Phone  | E-mail                    |
| Brandi Howell          | 805-356-3912                                 | brandi@ci.guadalupe.ca.us |

|   |   |   |
|---|---|---|
| <p>Have you or your agency provided services which can be considered "In-Kind" according to DWR's definition of "In-Kind Services" from the Guidelines and FAQs below for your agency's project?</p> <p><i>Definition of In-Kind Service: work performed by the grantee, the cost of which is considered funding match in-lieu of actual funds from the grantee; DWR will accept in-kind service from the broader IRWM effort as long as it meets the conditions placed on funding match. Funding match must be directly attributable to project development and must not have been incurred prior to September 30, 2008.</i></p> | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | <p>If yes, please proceed to complete the rest of this form entirely and accurately to the best of your knowledge.</p> <p>If no, please skip to the last page and provide the signature of an authorized signatory.</p> |
|---|---|---|

| Work Plan Tasks Associated with In-Kind Funding Match   |  |
|---|--|
| <p>Please specify the project Work Plan tasks for which In-Kind services have or are anticipated to be attributed. Refer to the Work Plan section of your project's PIF form for a list of tasks for your project and use the same headers/descriptions here for consistency.</p> <p>Only list those tasks here that were performed by you or other members of your agency/organization (also includes contracted employees and volunteer time specifically related to this project).</p> <p><i>Please add/delete task items as necessary and appropriate</i></p> | <p>Task 1: Administration – Grant administration; Issue Request for Proposals (RFPs); evaluate proposals, interview and select consultant; project oversight and monitoring.</p> <p>Task 2: Reporting – Complete quarterly, annual, and final reports as specified in the grant agreement; design data management approach; monitoring, assessment, and performance measurement.</p> |

**Santa Barbara County IRWMP In-Kind Funding Match Labor Hours**

PROPOSITION 84 IMPLEMENTATION GRANT APPLICATION (Round 1)

**In-Kind Labor Hours (Summary of Timesheet Information)**

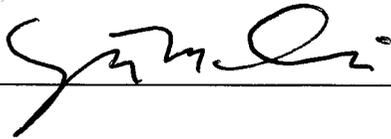
For each of the tasks identified above, please use the table below to provide estimated or anticipated dates and hours for the activities associated with each of these tasks. In-Kind labor hours can only be claimed for tasks/activities performed after 9/30/2008. If there is more than one staff person, please indicate in the rows below.

Please add further task items, dates and hours as necessary and appropriate. The first two line items are provided as an example and should be deleted and replaced with the information related to Task 1a of your project.

|   |  |                   |  |                     |    |          |                 |
|---|--|-------------------|--|---------------------|----|----------|-----------------|
| 1.1   | Grant Administration   | City of Guadalupe | Brandi Howell,<br>Sr. Administrative<br>Intern | 8/1/10 -<br>12/1/10 | 26 | \$14/hr  | \$364           |
| 1.1   | Grant Administration   | City of Guadalupe | Dennis Delzeit,<br>City Engineer               | 8/1/10 -<br>12/1/10 | 8  | \$160/hr | \$1,280         |
| 1.2   | Issue Request for<br>Proposals (RFP)   | City of Guadalupe | Dennis Delzeit,<br>City Engineer               | June 2011           | 10 | \$160/hr | \$1,600         |
| 1.3   | Evaluate Proposals,<br>Interview and Select<br>Consultant                        | City of Guadalupe | Dennis Delzeit,<br>City Engineer               | July 2011           | 5  | \$160/hr | \$2,400         |
| 1.3   | Evaluate Proposals,<br>Interview and Select<br>Consultant                        | City of Guadalupe | Regan Candelario,<br>City Administrator        | July 2011           | 5  | \$40/hr  | \$200           |
| 1.4   | Project Oversight<br>and Monitoring  | City of Guadalupe | Dennis Delzeit,<br>City Engineer               | 8/1/10 -<br>12/1/11 | 15 | \$160/hr | \$2,400         |
| <b>Task 1 Subtotal</b>  |  |                   |  |                     |    |          | <b>\$8,244</b>  |
| 2.1   | Complete Quarterly,<br>Annual, and Final<br>Reports as Specified<br>in the Grant | City of Guadalupe | Dennis Delzeit,<br>City Engineer               | 8/1/10 -<br>12/1/11 | 5  | \$160/hr | \$800           |
| 2.2   | Design Data<br>Management<br>Approach  | City of Guadalupe | Dennis Delzeit,<br>City Engineer               | 8/1/10 -<br>12/1/11 | 5  | \$160/hr | \$800           |
| 2.3   | Monitoring,<br>Assessment, and<br>Performance<br>Measurement                     | City of Guadalupe | Dennis Delzeit,<br>City Engineer               | 8/1/10 -<br>12/1/11 | 5  | \$160/hr | \$800           |
| <b>Task 2 Subtotal</b>  |  |                   |  |                     |    |          | <b>\$2,400</b>  |
| <b>Project Total In-Kind \$ (Sum all rows)</b>                                  |  |                   |  |                     |    |          | <b>\$10,644</b> |
| Please check to make sure this amount is consistent with Table 7 Project Budget |  |                   |  |                     |    |          |                 |

Agency Representative

Signature



Title City Administrator

Date

12-9-10

**Recycled Water Feasibility Study Fee Schedule**  
**Prepared by Dudek for the City of Guadalupe**  
**February 2010**

|  | Hours      | Cost               |
|--|------------|--------------------|
| <b>Task 1 - Project Management, Meetings &amp; Administration</b>  | <b>80</b>  | <b>\$10,040.00</b> |
| <b>Task 2 - Data Collection and Review</b>                         | <b>12</b>  | <b>\$2,370.00</b>  |
| <b>Task 3 - Review of Standards, Ordinances, &amp; Regulations</b> | <b>12</b>  | <b>\$2,370.00</b>  |
| <b>Task 4 - Recycled Water Market Assessment</b>                   | <b>50</b>  | <b>\$7,200.00</b>  |
| <b>Task 5 - Recycled Water Supply Evaluation</b>                   | <b>30</b>  | <b>\$4,930.00</b>  |
| <b>Task 6 - Feasibility Analysis</b>                               | <b>65</b>  | <b>\$10,530.00</b> |
| 6A Alternatives Development  | 58         | \$8,340.00         |
| 6B Alternatives Evaluation & Workshop                              | 20         | \$3,050.00         |
| <b>Task 7 - Report Preparation</b>                                 | <b>84</b>  | <b>\$11,450.00</b> |
| 7A Draft Report  | 54         | \$7,230.00         |
| 6B Final Report  | 28         | \$3,220.00         |
| <b>Printing &amp; Reproduction</b>                                 |            | \$400.00           |
| <b>Other Direct Costs</b>  |            | \$700.00           |
| <b>TOTALS</b>  | <b>493</b> | <b>\$71,830</b>    |