



Agenda

San Miguel Community Services District

BOARD OF DIRECTORS

John Green, President	Ashley Sangster, Vice-President
Anthony Kalvans, Director	Hector Palafox, Director
	Joseph Parent, Director

THURSDAY, OCTOBER 24th, 2019
6:30 P.M. Closed Session 7:00 P.M. Opened Session
BOARD OF DIRECTORS REGULAR MEETING AGENDA

SMCSD Boardroom
1150 Mission St.
San Miguel, CA 93451

Cell Phones: As a courtesy to others, please silence your cell phone or pager during the meeting and engage in conversations outside the Boardroom.

Americans with Disabilities Act: If you need special assistance to participate in this meeting, please contact the CSD Clerk at (805) 467-3388. Notification 48 hours in advance will enable the CSD to make reasonable arrangements to ensure accessibility to this meeting. Assisted listening devices are available for the hearing impaired.

Public Comment: Please complete a “Request to Speak” form located at the podium in the boardroom in order to address the Board of Directors on any agenda item. Comments are limited to three minutes, unless you have registered your organization with CSD Clerk prior to the meeting. If you wish to speak on an item not on the agenda, you may do so under “Oral Communications.” Any member of the public may address the Board of Directors on items on the Consent Calendar. Please complete a “Request to Speak” form as noted above and mark which item number you wish to address.

Meeting Schedule: Regular Board of Director meetings are generally held in the SMCSD Boardroom on the fourth Thursday of each month at 7:00 P.M. Agendas are also posted at: www.sanmiguelcsd.org

Agendas: Agenda packets are available for public inspection 72 hours prior to the scheduled meeting at the Counter/ San Miguel CSD office located at 1150 Mission St., San Miguel, during normal business hours. Any agenda-related writings or documents provided to a majority of the Board of Directors after distribution of the agenda packet are available for public inspection at the same time at the counter/ San Miguel CSD office at 1150 Mission St., San Miguel, during normal business hours.

- I. **Call to Order: 6:30 PM**
- II. **Pledge of Allegiance:**
- III. **Roll Call: Green___ Parent___ Palafox___ Kalvans___ Sangster___**
- IV. **Approval of Regular Meeting Agenda:**

M_____ S_____ V_____

V. **ADJOURN TO CLOSED SESSION:** Public Comment for items on closed session agenda
Time:_____

A. CLOSED SESSION AGENDA:

- 1. **CONFERENCE WITH LABOR NEGOTIATORS** (Pursuant to Government Code Section 54954.5(f) and Government Code Section 54957.6)
 Unrepresented Bargaining Units: Non-Management Non-Confidential Unit and Non-Management Confidential Unit
- 2. **CONFERENCE WITH DISTRICT GENERAL COUNSEL-ANTICIPATED LITIGATION**
 Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:

VI. **Call to Order for Regular Board Meeting/Report out of Closed Session 7:00 PM**
Time:_____

- 1. Report out of closed session by District General Counsel Seikaly

VII. Public Comment and Communications for items not on the Agenda:

Persons wishing to speak on a matter not on the agenda may be heard at this time; however, no action will be taken until placed on a future agenda. Speakers are limited to three minutes. Please complete a "Request to Speak" form and place in basket provided.

VIII. Special Presentations/Public Hearings/Other: None

IX. Staff & Committee Reports – Receive & File:

Non-District Reports:

- | | | |
|----|---|-----------|
| 1. | San Luis Obispo County Sheriff (Commander K. Scott) | No Report |
| 2. | San Luis Obispo County Board of Supervisors | No Report |
| 3. | San Luis Obispo County Planning and/or Public Works | No Report |
| 4. | San Miguel Area Advisory Council | No Report |
| 5. | Camp Roberts—Army National Guard (LTC Robert Horvath) | No Report |

District Staff & Committee Reports:

- | | | | |
|-----|-------------------------------|-------------------------------------|-----------------|
| 6. | Interim General Manager | (Mr. Roberson) | No Report |
| 7. | District General Counsel | (Mr. White) | Verbal |
| 8. | District Engineer | (Dr. Reely) | Report Attached |
| 9. | Director of Utilities | (Mr. Dodds) | Report Attached |
| 10. | Fire Chief & Asst. Fire Chief | (Chief Roberson & Asst Chief Young) | Report Attached |

X. CONSENT CALENDAR:

The items listed below are scheduled for consideration as a group and one vote. Any Director or a member of the public may request an item be withdrawn from the Consent Agenda to discuss or to change the recommended course of action. Unless an item is pulled for separate consideration by the Board, the following items are recommended for approval without further discussion.

1. Review and Approve Board Meeting Minutes

- a) 09-26-2019 Regular Board Meeting

XI. BOARD ACTION ITEMS:

1. Review, Discuss, Receive and File the Enumeration of Financial Report for September 2019 (Freeman)

- A. Claims Detail Report
- B. Statement of Revenue Budget vs Actuals
- C. Rev Budget vs Actual Summary
- D. Statement of Expenditures Budget vs Actual
- E. Cash Report

Public Comments: (Hear public comments prior to Board Action)

M_____ S_____ V_____

2. Review and approve Resolution 2019-33 authorizing the Director of Utilities to enter into a contract with Monsoon Consultants in an amount not to exceed \$178,000 for Project Management, Civil & Architectural Design development for the Machado Wastewater Facility Expansion. (Dodds)

Recommendation: Approve Resolution 2019-33 authorizing a contract with Monsoon Consultants for Project Management, Civil and Architectural Design Development.

Public Comments: (Hear public comments prior to Board Action)

M_____ S_____ V_____

3. Review and authorize release of an RFP for Environmental services including technical studies and related state, regional and federal permitting (Dodds)

Recommendation: Authorize release of an RFP Environmental services including technical studies and related state, regional and federal permitting

Public Comments: (Hear public comments prior to Board Action)

M_____ S_____ V_____

4. Review and authorize release of an RFP for Design Build delivery services for wastewater treatment plant upgrade and expansion (Dodds)

Recommendation: Authorize release of an RFP for Design Build delivery services for wastewater treatment plant upgrade and expansion.

Public Comments: (Hear public comments prior to Board Action)

M_____ S_____ V_____

5. Review and approve Resolution 2019-37 authorizing the Director of Utilities to sign and submit applications for grants and loans, on behalf of the District, for the purposes of securing funding for the Machado Wastewater Treatment Facility Expansion/ Upgrade.

Recommendation: Approve Resolution 2019-37 authorizing the Director of Utilities to sign and submit applications for grants and loans, on behalf of the District, for the purposes of securing funding for the Machado Wastewater Treatment Facility Expansion/ Upgrade.

Public Comments: (Hear public comments prior to Board Action)

M_____ S_____ V_____

6. Review and approve RESOLUTION 2019-34 adopting a revision to the San Miguel CSD Application for Water, Wastewater, Street Lighting, and Solid waste Will Serve and associated fees. (Dodds)

Recommendation: Approve Resolution 2019-34 adopting a revision to the San Miguel CSD application for Water, Wastewater, Street Lighting, and Solid waste Will Serve and associated fees.

Public Comments: (Hear public comments prior to Board Action)

M_____ S_____ V_____

7. Review and approve RESOLUTION 2019-35 adopting a fee schedule to recoup cost related to services available from the District. (Dodds)

Recommendation: Approve Resolution 2019-35 adopting a fee schedule for cost recovery of water and sewer services.

Public Comments: (Hear public comments prior to Board Action)

M_____ S_____ V_____

8. Review and approve Resolution 2019-38 authorizing the purchase of a replacement water meter for Lilliana Larson Elementary School and authorizing a budget adjustment in an amount of \$3,914 to the water department water meter replacement budget.

Recommendation: Approve Resolution 2019-38 authorizing the purchase of a replacement water meter for Lilliana Larson Elementary School and authorizing a budget adjustment in an amount of \$3,914 to the water department water meter replacement budget.

Public Comments: (Hear public comments prior to Board Action)

M _____ S _____ V _____

9. Discussion on status of Machado Wastewater Treatment Facility expansion and aeration upgrade project (Dodds)

Recommendation: Discuss the status and next steps of the Machado Wastewater Treatment Facility expansion and aeration upgrade projects.

Public Comments: (Hear public comments)

XII. BOARD COMMENT:

This section is intended as an opportunity for Board members to make brief announcements, request information from staff request future agenda item(s) and/or report on their own activities related to District business. No action is to be taken until an item is placed on a future agenda.

XIII. ADJOURNMENT TO NEXT REGULAR MEETING OF 11-21-2019

ATTEST:

STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO) ss.
COMMUNITY OF SAN MIGUEL)

I, Tamara Parent, Board Clerk/Accounts Manager of San Miguel Community Services District, hereby certify that I caused the posting of this agenda at the SMCSO office on October 18, 2019

Date: October 18, 2019

John Green President Green, SMCSO
Tamara Parent Board Clerk/ Accounts Manager



MONSOON CONSULTANTS

P.O. Box 151 San Luis Obispo, CA 93406
 (805) 476-6168 www.monsoonconsultants.com

SAN MIGUEL COMMUNITY SERVICES DISTRICT

Rob Roberson, Interim General Manager
 Post Office Box 180
 San Miguel, CA 93451
 (805) 467-3300

BOARD OF DIRECTORS

John Green, President
 Ashley Sangster, Vice President
 Anthony Kalvans
 Joe Parent
 Hector Palafox

Re: DISTRICT ENGINEER REPORT - OCTOBER 2019

Gentlemen:

The following is a summary of the activities performed and the status of relevant issues which pertain to the duties and responsibilities of this position:

OVERVIEW

The District produced approximately 9.2 MGAL (12,266 CCF) of water during the month of September 2019. This represents a decrease of approximately 8% from the prior month. No major failures or unexpected major expenditures were encountered within the water, wastewater or street lighting systems during the month.

MEETING PARTICIPATION

A brief summary of relevant issues that were discussed during meetings attended by the DE during the previous month are summarized below. (Note that routine meetings with SMCSO staff are not included):

1. September 23 & 24, 2019: The DE attended the WEFTEC Technical Exhibition and Conference where he met with numerous process equipment manufacturers and technical representatives to learn about the current MBR and other treatment process technologies.
2. September 27, 2019: The DE met with GSA staff to develop a proposed work plan and budget to be submitted to Bay Foundation for potential grant funding to be used for the following purposes:

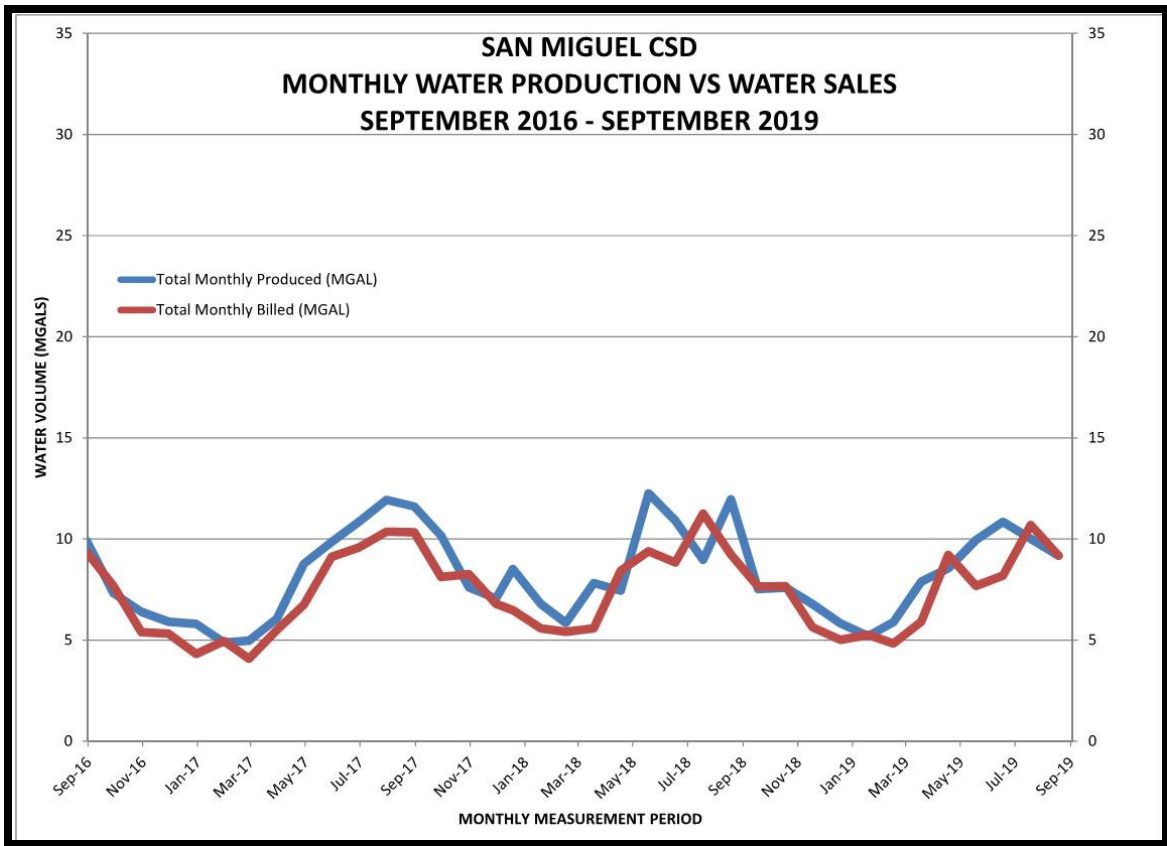
CIVIL ENGINEERING / HYDROLOGY

The [Bay Foundation] will spend the up to \$255,000 towards the SEP in accordance with existing agreements and approved work plans according to the following priorities:

- *Develop a sustainable groundwater management methodology for the Paso Robles groundwater basin for implementation by local entities.*
 - *Conduct groundwater sampling to help sustainably manage the Paso Robles groundwater basin, with emphasis on elevation and water quality data as key elements of a sustainable groundwater management plan.*
 - *Sample domestic wells in the Paso Robles groundwater basin as an expansion of the CCAMP-GAP domestic well sampling program.*
3. October 1, 2019: The DE and the Director of Utilities attended a meeting with the developers and their consultants to discuss development of Tract 2723.
 4. October 10, 2019: The DE and the Director of Utilities met with manufacturers' representatives from Smith Loveless and Atlas Copco to discuss the WWTP Renovation & Expansion project.
 5. October 9, 2019: The DE participated in a meeting between all Paso Robles Groundwater Basin GSP Cooperative Committee staff in which the participants reviewed the GSP Annual Report proposals.

WATER PRODUCTION HISTORY

The following graph depicts the water production and sales for the proceeding 36-months.



CAPITAL IMPROVEMENT PROGRAM

The following is a summary of the principal activities that were related to the Capital Improvements Program during the previous month:

1. **WWTP Aeration System Upgrade:** This project is on hold pending completion of the WWTP expansion / upgrade engineering final design at which time a decision will be made regarding further pursuit of this project. Recent conversations with the County and PG&E indicate that the program may be modified to allow for the funding to be used to partially fund the proposed WWTP expansion / upgrade project.
2. **Wastewater Treatment Plant Renovation / Upgrade & Recharge Basin Engineering Study:** The District is the recipient of \$177,750 Prop 1 IRWM DAC Involvement Grant Funds which have been used to fund a Wastewater Treatment Plant Upgrade and Recharge Basin Study. The DE has initiated work on this project. The following milestones have been completed to date:
 - Complete Data Collection / Document Review
 - Identify and Assess WWTP upgrade / expansion alternatives
 - Prepare Final of WWTP Upgrade / Expansion Engineering Report
 - Prepare Final Draft of Preliminary Groundwater Recharge Engineering Report

The Board authorized the DE to proceed with the engineering studies at the September 2018 regular meeting. All work to be performed in conjunction with the subject engineering study will be reimbursable from the \$177,750 Prop 1 IRWM DAC Involvement Grant Funds. Because of the DAC status, no matching funds are required. The DE made a presentation to the Board to summarize the results of the study to date and solicit input from the Board at the November 2108 Board meeting. The Board approved the Final WWTP Engineering Study at their regular January 2019 Board meeting.

The DE delivered the initial DRAFT of the Preliminary Groundwater Recharge Study Report and the CEQA "Initial Study" Report at the May 2019 Regular Board Meeting. The Preliminary Groundwater Recharge Study Report has been completed. The DRAFT CEQA "Initial Study" Report has been completed and can be finalized after a biological assessment and archeological assessment are completed. The District is currently awaiting award of grant funds from the DWR to complete these studies.

The District received the Sub-Recipient Agreement from the County of San Luis Obispo in February 2019 and the agreement was approved by the Board at the February meeting. Now that the agreement has been approved, the District will receive reimbursement for expenditures made to date which are associated with the WWTP Renovation / Upgrade & Recharge Basin Engineering Study. Based on the most recent information from the County, it appears that the reimbursement payments will be made in the Fall 2019.

Regarding additional funding, we have submitted a grant application to the DWR for funding in the amount of \$250,000 for Planning & Design for the Wastewater Treatment Plant renovation. We have been assigned a project manager at the DWR and the DWR has reviewed our submittal and found it to be complete. We are currently in the process of investigating other grant funding opportunities for the permitting and construction phases of the plant expansion.

DEVELOPMENT

The following is a summary of private development projects that are either in-progress or planned that staff is currently reviewing or inspecting during construction:

- a) People's Self Help (Tract 2527, formerly Mission Garden Estates): The developer has completed the installation of all infra-structure and home construction has either been completed or is underway on 40 homes. In addition, construction of 20 new homes has either been completed or been started in the portion of the development that was acquired by Nino Development. All lots in this Tract have finished homes or homes that are under construction, There are no additional vacant.
- b) Tract 2779 (Nino - 34 lots) – All underground utilities have been installed and paving operations have been completed. New home construction is anticipated to begin by Nino Development immediately after the ongoing work in Tract 2527 has been completed.
- c) Tract 2647 Hastings The Bluffs - The developer has started construction on the initial three (3) residences.

GROUNDWATER SUSTAINABILITY AGENCY

The Montgomery & Associates GSP Consultant Team has completed the FINAL DRAFT of the complete Paso Robles Groundwater Basin GSP. The document has been posted on the County of San Luis Obispo GSP website.

In addition, the document has been posted on the Paso Robles Communication Portal (<https://www.pasogcp.com>). The public comment period on the Draft GSP closed on September 29, 2019. Comments from the public are being collected using a comment form. The form can be found online at (<https://www.pasogcp.com>).

On August 21, 2019, the GSA Cooperative Committee authorized GSA staff to prepare and issue an RFP to solicit the services of a consultant to prepare the 2020 GSP Annual Report and authorized a not to exceed amount of \$100,000 for this project. The City of Paso Robles agreed to serve as the lead agency in this effort and issued an RFP on September 5, 2019. Three (3) proposals were received on October 3, 2019. Subsequently, GSA staff met on October 9, 2019 to review and rank the proposals. Based on the results of the rankings, staff selected GSA Water Solutions, Inc. as the top candidate. Per the terms of the GSI proposal, the fee for the work is \$80,875. No expenses for travel, lodging or meals are to be included in this fee. Per the terms of the MOA, the proportionate share of the cost to be borne by the San Miguel GSA is 3.3% of the total, which equates to \$2,668.88.

I would like to take this opportunity to thank each of you and District staff that will review the information contained in this report. If there are any questions or you wish to discuss, please do not hesitate to contact me.

Respectfully Submitted,
MONSOON CONSULTANTS

Blaine T. Reely

Blaine T. Reely, Ph.D., P.E.
President, Monsoon Consultants

October 16, 2019
Date



San Miguel Community Services District

UTILITY STATUS REPORT

9-21-19 Thru 10-18-19

AGENDA ITEM# IX.9

Well Status:

- Well 4 is fully operational - Well Level 103.8 8-30-19
- Well 3 is fully operational - Well Level 87.78 8-30-19
- SLT well is in service – Well Level 149.8’ 5-3-19
Running hours in September

Water System status:

Water leaks this month:0 This year: 15

Water related calls through the alarm company after hours this month: 0 this Year: 6

Well 3 was repaired and placed back in service on 10/16/19

Sewer System status:

Sewer overflows this month: 0 this year: 0

Sewer related calls through the alarm company this month: 0 this Year: 0

WWTF status:

- Staff is working on cleaning up the plant in preparation for the expansion.

State Water Resources Control Board (SWRCB):

- Nothing new to report

Lighting status:

- Working with PGE Rep to get remainder of the PGE owned street lights converted to LED.
- Also working on potential of PGE changing out Decorative Street lights on Mission with LED at a reduced cost to the District.

Solid Waste:

- Staff is continuing to work on options to provide additional recycling options to the community.
- Working with IWMA on specifics for the HHW site and IWMA funding for the site.
- Staff is currently working on revising the District Solid Waste Ordinance.

Project status:

- Working with PGE and Energy Watch to look at potential options to upgrade well pumps and controls to be more energy efficient.
- Working with San Miguel Chamber to get repairs made to the irrigation along Mission street.

Board requested information:

- Currently working on updating the inventory of tools and materials at the WWTF and Wells. Once complete we will be auditing the existing inventory and updating our photographic records of all inventoried items.
- Currently updating SOPs for Water and Wastewater field operations

Community Development Block Grant (CDBG)

- Working with the County on preliminary paperwork for CDBG funding to replace water lines on 10th and 11th streets (initial meeting 7/18/19)
- Met with the County regarding the FY 19-20 grant cycle to apply for funding for the WWTF expansion.

WWTP expansion and Aerator Upgrade

- See additional agenda item(s) for ongoing information

“N” St Property Acquisition:

- The County is currently going through the process to sell the N street properties through their real property surplus process. I spoke with the County and Supervisor Peschong’s office and they are going to see what can be done to assist the District in purchasing the property. There isn’t currently a price associated with the property, but the District will be able to acquire the property before a private party has the option. As information is available it will be passed on to the Board. (3/2019)

SLO County in San Miguel:

- County provided their 5 year overlay and sealing plan. The District will be working on making known repairs in the effected areas ahead of the scheduled overlays and sealing.
- The County has a contract to repair and replace sections of the sidewalk between 11th and 14th on Mission Street

Caltrans in San Miguel:

- Caltrans is underway on improvements to the HWY 101 corridor, for what will be a 2-year project. There are numerous on/off ramp closures (7-2019)

Rain in San Miguel:

2018	9”
1/5-6/19	.75”
1/7-17/19	1.75”
1/31-2/3/19	2”
2/4-17/19	.5”
2/18-3/20-19	3.25”

Kelly Dodds

Kelly Dodds

Director of Utilities

Date: October 18th, 2019

San Miguel Community Services District Board of Directors Meeting



Staff Report

October 24th, 2019

AGENDA ITEM: IX 10

SUBJECT: Fire Chief Report for September 2019

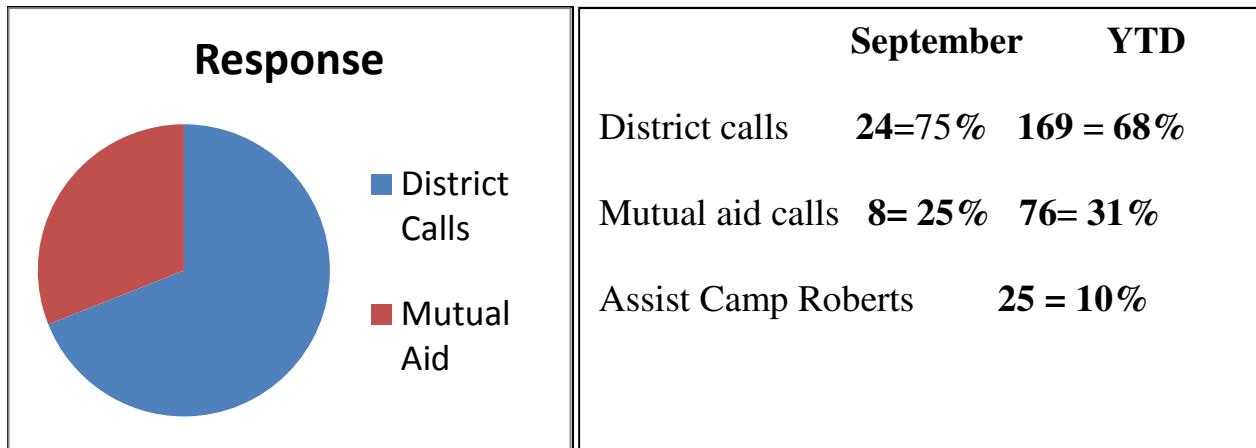
STAFF RECOMMENDATION: Receive and File Monthly Reports for the Fire Department

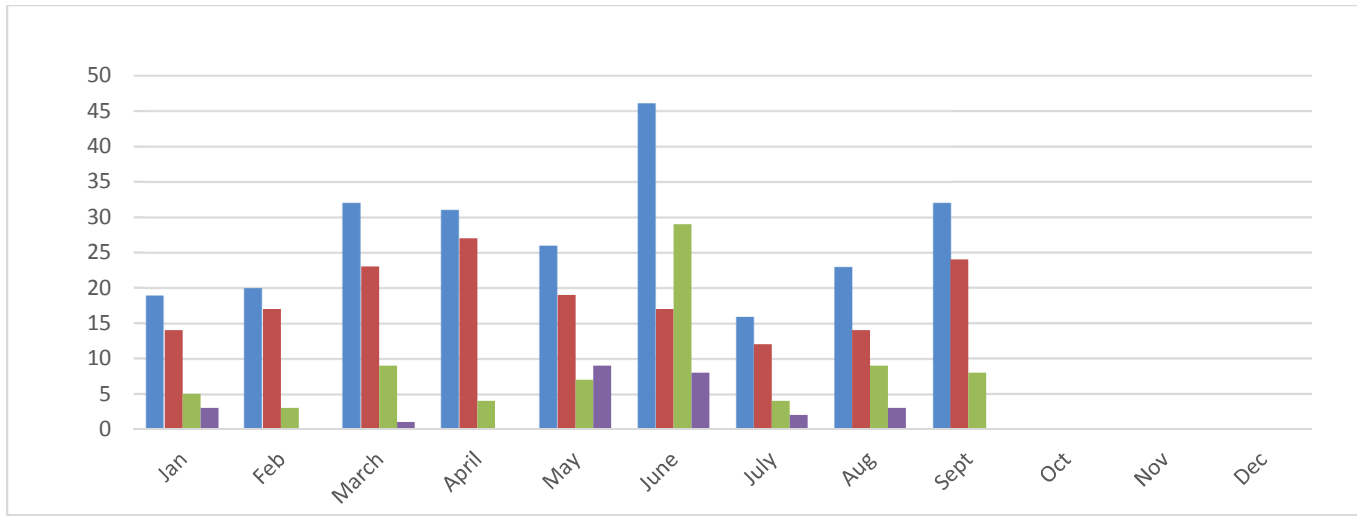
INCIDENT RESPONSE:

- Total Incidents for September 2019 **32**
- Average Calls for per 9 Months in 2019 30.3
- Total calls for the year to date **245**

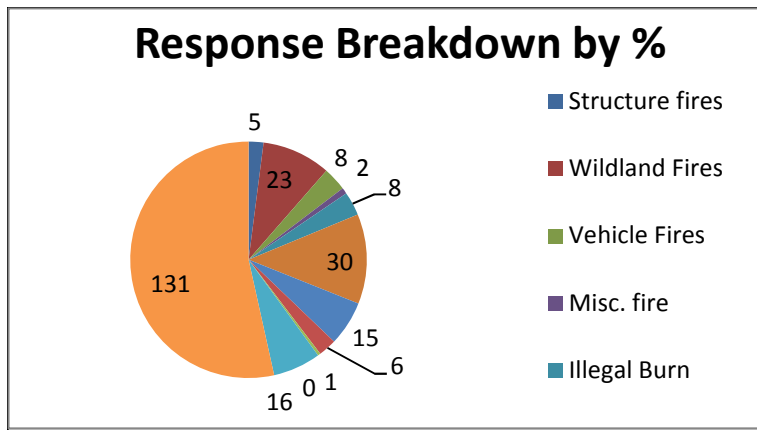
Emergency Response Man Hours in September = 82	total	606
Stand-By Man Hours for September = 22		<u>192</u>
	Total hr.	798

Emergency Response Man Hours = 2.5 hr.	Per call for September	2.4
Stand-By Average per Call = .7	Per call for, September	.8
		Per call for the year





- Total calls ■
- District ■
- Mutual Aid ■
- Camp Roberts ■



For 245 calls for 9 Months in 2019

District Calls	169	68%
Mutual Aid	76	31%
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		
Structure fires	5	2%
Wildland Fires	23	9.3%
Vehicle Fires	8	3.2%
Misc. fire	2	.8%
Illegal Burn	8	3.2%
Vehicle Accidents	30	12.2%
False Alarms	15	6.1%
Haz Condition	6	2.4%
Haz Mat	1	.4%
Stand by	0	0%
PSA	16	2.4%
Medical Aids	131	53.4%

Personnel:

We currently have 15 active members.

- 1 Chief
- 1 Asst. Chief/ Prevention Officer
- 2 Fire Captains
- 3 Engineers
- 5 Firefighters

4 new firefighters have applied for positions and are currently being trained. One has past wildland fire experience.

Finances:

Equipment: All Engines and Equipment in Service

Activities:

September

<u>Date</u>	<u>Subject matter</u>
3	Engine Company Operations, Hose and Ladder Operations
10	Ventilation Operations
17	Engine Company Operations / Training Prop
24	Association Meeting

October

<u>Date</u>	<u>Subject matter</u>
1	Building Search for a victim/ TIC Training
8	Victim Rescue / Rescue Systems
15	Engine Company Operations
22	Association Meeting
29	No Drill

Information:

- San Miguel Fire Department received a \$4,000 dollar donation from George Kardashian and the Garbageman's Association. This will help replace the 3 AED's the district currently has on our response units and will add four new AED's to the department and response vehicles.
- Bob Pessolano Passed away Sept 17th 2019 from injuries he sustained due to a bicycle accident he had in our district approximately two years ago. Bob's wishes were to make a donation to our fire department in thanks for our response. We have received donations from family and friend at his request. 100% of all donations will go to support Community CPR program and equipment. We thank Bob and his family for the kind thought and support.

Prepared By:

Rob Roberson

Rob Roberson, Fire Chief

FIRE EQUIPMENT

2019 MILEAGE / FUEL REPORT

IX-10

Mileage/ Fuel	January		February		March		April		May		June		Total		Avg. MPG
Diesel	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
E-8696	119	18.9	58	12.8	94	16.8	50	12.2	68	17	99	24.3	488	102	4.8
E-8687	60	10.6	37	18.5	16	0	18	0	86	34.6	352	74.8	569	138.5	4.1
E-8668	36	0	40	14.2	32	8.2	41	0	84.2	19.9	70.5	16.8	303.7	59.1	5.1
6 Month Total												1361	299.6	4.5	
Gas	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
U-8630	0	0	129	0	115	0	192	27.5	115	10	22.3	0	573.3	37.5	15.3
C-8601	532	33	502	31	434	24	360	22	1386	80.1	403	67.6	3617	257.7	14.0
C-8600	341	35.5	378	15.2	306	17.8	701	50.3	554.5	56.62	730.2	49.17	3011	224.6	13.4
6 Month Total												7201	519.8	13.9	

Mileage / Fuel	July		August		September		October		November		December		Total		Avg. MPG
Diesel	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
E-8696	53	0	33	18	67	15.3							641	135.3	4.8
E-8687	73	14	26	24	43	14							711	190.5	3.9
E-8668	15	0	84	0	29	17							431.7	76.1	5.4
6 Month Total												1784	401.9	4.4	
Gas	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
U-8630	407	26	121	0	17	15.3							1118	78.8	14.7
C-8601	720	25.1	386	31.66									4723	314.5	14.5
C-8600	361	39.8	204	15									3576	279.4	12.8
6 Month Total												9417	672.7	14.0	

YTD 2016 Total	mi.	gal.	Avg. MPG
Diesel	3144	401.9	7.8
Gas	9417	672.7	14.0

||

Call per time of day and day of the week 2019

	After Hours						CSD Work Hours										Off Hours									
	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total	
Sunday	2	1			1	2	2	2	1	3	3		2	4		4		4	2	1	1	1	2		38	15%
Monday	1					3		1	2		6	9	5	1	3	5	4	2	1	2	1	2		1	49	20%
Tuesday	1	3	2		1	1			5	1		3	3	3	6	2				1	2		2	36	15%	
Wednesday	1			1		1		1	2		4		3	4	2	2		2	1	1	3	1			29	11%
Thursday	2	2			2				2	3		2	2	4	4	2	1	2	2	1	2				33	13%
Friday				1	1		2	1	2	2	5	5	1			1		3	2	3	0		1		30	12%
Saturday	1	1					1		1	2	2	2	2	1	3	2	1	2	3		2	1	1	2	30	12%
Hour Total	8	7	2	2	5	7	5	5	15	11	20	21	15	17	15	22	8	15	11	9	11	5	6	3	245	
	3%	3%	1%	1%	2%	3%	2%	2%	6%	4%	8%	8%	6%	7%	6%	9%	3%	6%	4%	3%	4%	2%	2%	1%		

Total calls during CSD Work Hours 107 43%

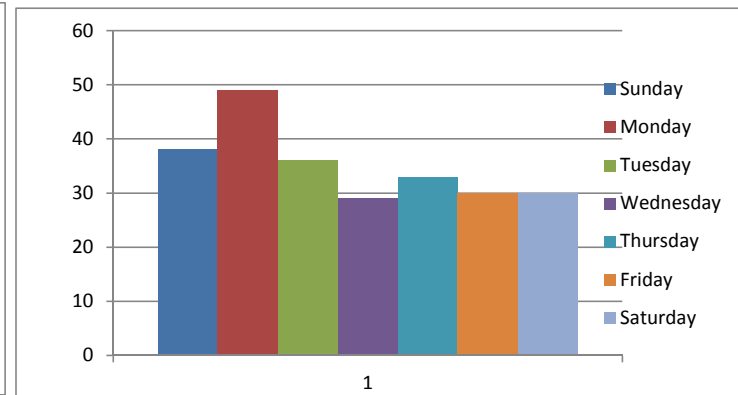
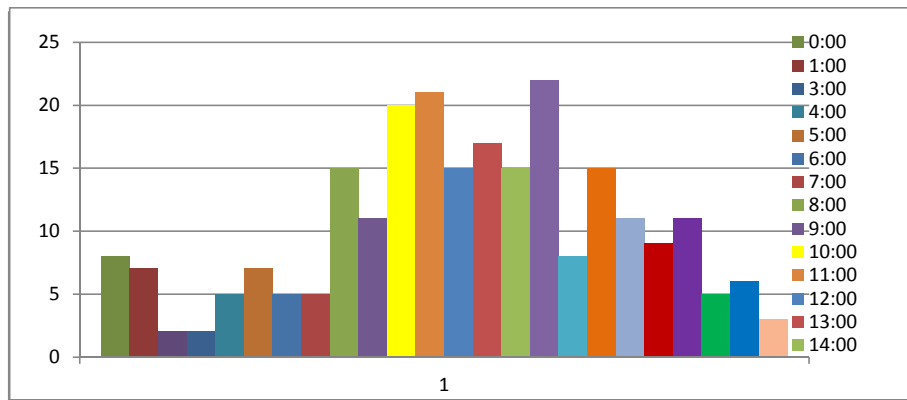
8am to 8pm 190 77%

Total calls during Off time and weekends 138 56%


After Hours calls 22:00 to 06:00 40 16%

Total Weekend Calls 68 27%

Total Calls Monday thru Friday 177 72%



IX-10

	JAN		FEB		MAR		APR		MAY		JUN		JUL		AUG		SEP		OCT		NOV		DEC		TOTAL			
	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid		
Structure Fires	1	0	0	0	0	0	0	0	0	1	1	1	0	0	0	1	0	0									2	3
Veg. Fires	0	0	0	0	0	0	0	0	1	0	1	12	1	2	0	2	1	3									4	19
Vehicle Fires	0	2	0	0	0	0	1	0	1	1	0	1	1	0	1	0	0	0									4	4
Misc. Fires	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	0	0	0									2	0
Illegal Burning	1	0	1	0	1	0	2	0	0	0	0	0	2	0	0	0	1	0									8	0
Vehicle Accidents	0	2	3	1	2	6	0	2	3	2	0	2	1	2	0	3	1	0									10	20
False Alarms	2	0	5	0	1	0	4	0	1	0	1	0	0	0	0	0	1	0									15	0
Hazardous Condition	0	0	1	0	0	0	0	0	2	0	0	0	0	0	2	0	1	0									6	0
Hazardous Materials	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1									0	1
Standby	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0									0	0
Pub.Svc.Asst.	0	0	0	0	4	0	5	0	3	0	4	0	0	0	0	0	0	0									16	0
Medical Aids	11	1	6	2	17	1	15	2	7	3	10	13	7	0	10	3	19	4									102	29
Call TOTALS	15	5	16	3	25	7	27	4	19	7	17	29	12	4	14	9	24	8	0	0	0	0	0	0	0	0	169	76
	20		19		32		31		26		46		16		23		32		0		0		0		245			
<i>CPR</i>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mutual Aid SLO/Mon.	5	0	3	0	15	0	3	0	7	0	25	1	2	2	8	1	7	1	0	0	0	0	0	0	0	0	80	
Camp Bob Asst.	1		0		1		0		9		8		2		3		0		0		0		0		0	24		
Average Calls Per	<i>Month</i>		23.6	<i>Day</i>	0.7	<i>SLO Co. MA</i>					75	<i>Montrey Co. MA</i>					5	<i>CPR TOTAL</i>					0					



General Manager
Rob Roberson

Fire Chief
Rob Roberson

Assistant Fire Chief
Scott Young

Prevention Officer
Scott Young

Mission Statement

Committed to serving the community with effectiveness, efficiency, and care to support the economic and social quality of life in San Miguel

Proudly serving San Miguel with Fire Protection Since 1887

P.O. Box 180
1150 Mission Street
San Miguel, CA 93451

Tel. 805-467-3388
Fax 805-467-9212

October 24, 2019

Assistant Fire Chief Report

For the period of September 1-30, 2019.

1. Performed Final Fire Inspections for 10 homes Peoples Self Help Housing on 9/5/2019.
2. Completed a Preliminary Site Plan Review for 13350 North River Road on 9/18/2019.
3. Hosted and completed a Statutes and Regulations Course 9/23-9/24 2019.
4. Attended a County Pre-Application Meeting for a 6-unit multifamily project located on 10th & L Street on 9/24/2019.
5. Attended a County Pre-Application Planning Meeting for 13350 North River Road on 9/26/2019.
6. Attended a Preliminary Planning Meeting for a potential 160 lot development on Cemetery Road Project APN- 021-371-001 on 9/9/2019.
7. Attended a Preliminary Planning Meeting for a 6-unit Multifamily project on 10th and L Street APN # 027-331-001 9/25/2019.
8. Performed final inspections for Nino Construction lots 18, 19, & 20 on 9/30/2019.
9. Spoke to the owner of 560 12th Street property regarding inspections and site access. Set up a follow-up for 10/15/2019.

Scott Young
Assistant Fire Chief
Prevention Officer

SAN MIGUEL COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS
SEPTEMBER 26TH, 2019 REGULAR MEETING MINUTES

MEETING HELD AT DISTRICT OFFICES
1150 MISSION STREET
SAN MIGUEL, CA 93451

- I.** Meeting Called to Order by Vice President Green – 6:30 P.M.
- II.** Pledge of Allegiance lead by Director Kalvans.
- III. Roll Call:** Directors Present: Green, Sangster, Palafox, and Kalvans
Directors Absent: Parent
District Staff in attendance: Rob Roberson, Tamara Parent, Kelly Dodds, Paola Freeman, Scott Young, and District General Counsel Seikaly
District Staff Absent: District Engineer Blaine Reely
- IV. Adoption of Regular Meeting Agenda:**

Motion by Director Sangster to adopt Regular Meeting Agenda
Seconded by Director Kalvans Motion was approved by Vote of 4 AYES and 0 NOES and 1 ABSENT
- V. ADJOURN TO CLOSED SESSION:**
Closed Session convened at 6:32 p.m.
- A. CLOSED SESSION AGENDA:**
- 1. CONFERENCE WITH DISTRICT GENERAL COUNSEL – Existing Litigation**
Pursuant to Government Code Section 54956.9 (d)(1) Case: *Steinbeck v. City of Paso Robles, Santa Clara County Superior Court Case No. 1-14-CV-265039* and Case: *Eidemiller v. City of Paso Robles, Santa Clara County Superior Court Case No. 1-14-CV-269212*
 - 2. CONFERENCE WITH LABOR NEGOTIATORS** (Pursuant to Government Code Section 54954.5(f) and Government Code Section 54957.6)
Unrepresented Bargaining Units: Non-Management Non-Confidential Unit and Non-Management Confidential Unit
 - 3. CONFERENCE WITH DISTRICT GENERAL COUNSEL-ANTICIPATED LITIGATION** Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9

VI. Call to Order for Regular Board Meeting/Report out of Closed Session: 7:02 P.M.
Report out of closed session by District General Counsel Seikaly, No reportable action.

VII. Public Comment and Communications for matters not on the Agenda: None

VIII. Special Presentations/Public Hearings/Other: None

IX. STAFF & COMMITTEE REPORTS:

- | | |
|---|---------------------|
| 1. San Luis Obispo County Sheriff | No Report |
| 2. San Luis Obispo County Board of Supervisors | No Report |
| 3. San Luis Obispo County Planning and/or Public Works | No Report |
| 4. San Miguel Area Advisory Council | Mike Sanders voiced |
- that the San Miguel Advisory Council voted 4/1 to approve the 1335 n. River Road, LLC project.

Board Comment: None

Public Comment: None

- | | |
|--|-----------|
| 5. Camp Roberts—Army National Guard (LTC Horvath) | No Report |
|--|-----------|

Director Sangster asked that staff contact the 1-5 to get a written report.

Assistant Fire Chief Scott Young asked to have a San Miguel Firefighter Association report added.

Director Green voiced that the Board Bylaws would be reviewed in the November regular meeting.

- 6. Interim General Manager:** Interim General Manager/ Fire Chief Rob Roberson, gave a verbal report. Mr. Roberson updated the Board of Directors that Account Clerk received a merit increase with her two-year review. The District has upgraded the Director of Utilities and General Managers/Fire Chiefs computers to docking Toughbook's. Mr. Roberson explained that the Operational reserves account had been moved to a money market to gain interest. The District Auditor was on-premises for FY18-19 audit and has a couple of ideas that the District will implement. Interim General Manager/ Fire Chief Rob Roberson updated the Board on the embezzlement case for Myers and Johnson and asked for direction. SDRMA (special district risk management authority) presented the San Miguel Community Services District with a President's Special Acknowledgement Award- for having no "paid" claims for property/liability program. Interim General Manager/ Fire Chief Rob Roberson informed the Board of Directors that he would be out of the country from Oct 2 to Nov 5, and Assistant Chief Young would be taking over responsibilities in his absents. Director Green will be approving time cards and purchase orders.

Board Comment: Director Green asked if Myers can be located by the IRS. Interim General Manager/ Fire Chief Rob Roberson explained that the District General Counsel renewed the judgment in 2016, and the SLO County District Attorney would be involved. Mr. Roberson asked for Direction.

The consensus of the Board is to send Myers to collections and keep debit on the books.

Public Comments: None

7. **District General Counsel:** Presented by Counsel Seikaly. ChurchwellWhite, LLC.
Nothing to report.

Board Comments: None

Public Comments: None

8. **District Engineer:** Written report submitted as-is. Dr. Blaine Reely was absent from the Board Meeting and Director of Utilities asked if anyone had any questions that he could get them to Dr. Reely.

Board Comments: None

Public Comment: None

9. **Director of Utilities:** Written report submitted as-is. Director of Utilities Kelly Dodds updated the Board that there was a leak on River Rd. and District that Well 3 had a catastrophic failure to the pump and well casing, explaining that it had arcing and with the electrical failure has been put out of service; action item for repairs will be presented later in the meeting. Director of Utilities Kelly Dodds explained that he had met with Core & Main about new AMR read meters. Discussion ensued. Mr. Dodds updated the Board that the Landscaping scope was released and has not had any response.

Board Comment: Director Green asked if the App meters are just icing on the cake or need. Discussion ensued about water conservation.

Director Kalvans asked about the project on Cemetery road. Discussion ensued about new developments.

Director Sangster asked about our mattress and electronic recycling programs and how they are going. Director of Utilities Kelly Dodds explained that we have collected around 160+ mattresses and some electronics.

Public Comments:

Mike Sanders San Miguel Resident asked if it would be read by "drive-by" it was explained that it would be read by radio tower. Mr. Sanders explained that the Chamber had a meeting about the Car Show and will be implementing measures for safety.

Miki Landseadel-Sanders San Miguel resident and business owner explained that she has plans for plats and plantings and would like to use Native Sons nursery to purchase the plants. Discussion ensued about the height of plants and Director Green asked to have planting plans available for public review. Director of Utilities Kelly Dodds voiced that he would have them available at the District office. Owen Davis San Miguel resident asked about the new water meters and wanted to have clarification that it was not being forced on customers to pay.

10. **Fire Chief & Asst. Fire Chief:** Fire Chief Rob Roberson, submitted the report as written. Chief Roberson updates the Board of Directors that the Garbage Man's Association has informed the chief that they would be donation monies for new AED's. Chief Roberson also explained that former resident Bob Pessolano passed away and has had donations sent to the Fire Department in lieu of flowers. The San Miguel Fire Department is very grateful for these donations and they will be used for the community CPR program. The SLO County Supervisor John Peschong will be in attendance on October 15th at 2 pm for the presentation from the Garbage Man's association and will have office hours from 3-5 pm at the District office.

Scott Young Assistant Fire Chief updated the Board of Directors on the inspections that have been completed. Asst. Chief Young voiced that he has met with 13350 N. River

Road, LLC is formerly known as Hilo Daysprings project. Discussion ensued. The San Miguel Fire Department hosted a Statues and Regulations class in Paso Robles with around 22 attending from all over California. Chief Young also voiced that he passed his Fire Investigator FI210 class and has drafted a response to the proposed stoplights. It was voiced that River Rd. is opened at the HuerHuero Bridge one-way South to Paso Robles. **Board Comments:** Director Green asked about what kind of access the new homes on the terrace would have. Director of Utilities Kelly Dodds explained that it would be Magdalena.

Director Kalvans discussed the lot size for the proposed development on cemetery road, and alleyway address numbers. Discussion ensued.

Public Comment: None

X. CONSENT ITEMS:

1. Review and Approve Board Meeting Minutes

a) 08-22-2019 Draft Regular Board Meeting

Board Comment: None

Public Comment: None

Motion by Director Sangster to approve Consent items 1.a

Seconded by Director Kalvans. Motion was approved by Vote of 4 AYES and 0 NOES and 1 ABSENT.

XI. BOARD ACTION ITEMS:

1. Review, Discuss, Receive and File the Enumeration of Financial Report for July

2019 #D and August 2019. Item was presented by Interim General Manager/ Fire Chief Rob Roberson explained that he would like to table item 1.E. Cash Report till next month and explained that all Cantella investments needs to show in the Lighting only. District Bookkeeper Paola Freeman voiced she thinks this is because of residual funds from booking and has been very busy with the FY18-19 Audit. Mrs. Freeman explained that the District has received around \$6,000 back from the IRS-941-940 overpayments and is expecting more soon. Mrs. Freeman explained that BDS is the District Credit Card company and they are changing their process because of issues that have been brought up from us.

Board Comment: Director Green if Cramer & Assoc. had seen the cash report and feels that it is an easy fix. Discussion ensued about what reports need to be received and files. Director Sangster asked about the Claims Detail report and that the two tough pads purchased exceed the Purchasing Policy amounts and asked staff to follow the policy. General Manager/ Fire Chief Rob Roberson explained that it was for one utility worker and General Manager Computer that was having a failure.

Director Kalvans voiced that the Purchasing Policy must be followed. Discussion ensued.

Public Comment: Owen Davis voiced that he would like to make sure that when the District sends out flyers it is in English because that; the last one was in Spanish. It was explained that the last month's bill had the same flyer but in English.

Staff Comment: Paola Freeman, District Bookkeeper voiced that one of the Utility Workers came to her and voiced their concern with the Needle exposer when doing their duties. Photos of the issue were handed out to the Board of directors. Director of Utilities Kelly Dodds explained that awareness is part of our safety program and operators are provided appropriate safety equipment.

Motion by Director Sangster to Receive and File the Enumeration of Financial Report for July 2019, item D and Receive and File the Enumeration of Financial Report for and August 2019.

Seconded by Director Green. Motion was approved by Vote of 4 AYES and 0 NOES and 1 ABSENT.

2. **Review and approve RESOLUTION 2019-31 authorizing purchase and installation of computer towers and servers with Capital Reserves in an amount not to exceed \$18,000 from the Fire, Wastewater, and Water Capital Reserve Funds.** Item presented by Director of Utilities Kelly Dodds explaining that Allen Mapalo from Local IT Experts was here, and that provides IT services to the District and could answer any questions. Director of Utilities Kelly Dodds explained that this would be a server and five workstations that have an end of life and that Windows 7 will no longer be supported.

Board Comments: Director Sangster asked how long the server and computers have been in service and if leasing was looked into. Mr. Mapalo explained that he did not have the date, but the warranty purchased was for three years. Director of Utilities Kelly Dodds explained that it has been around four years.

Director Kalvans asked why the District is looking at purchasing instead of leasing. Director of Utilities Kelly Dodds explained leasing was not looked into due to the Board not wanting to go in that direction with previous conversations.

Director Green asked how we move forward and voiced that the life cycle of three years is not enough. Mr. Mapalo explained that the life cycle is around four years and Windows 10 is the most current and needs to be used. Discussion ensued about docking stations and SSD.

Director Sangster asked with the current hardware and warranty; if the District has had to use the warranty. Mr. Mapalo explained that, yes, the warranty has had to be used. Director Sangster asked about bids and or quotes. Mr. Mapalo explained that Dell is the leader and the District buying power and the Dell support is the best with 24 on-site support. Servers are expensive, but now that we have two sites the security measures that need to be put in are having a backup at a different location in case of emergency the District will be able to continue operating.

Director Kalvans asked about security and Mr. Mapalo explained that there is a multi-layer of security and discussion ensued.

Public Comments: None

Motion by Director Sangster approve RESOLUTION 2019-31 authorizing purchase and installation of computer towers and servers with Capital Reserves in an amount not to exceed \$18,000 from the Fire, Wastewater, and Water Capital Reserve Funds.

Seconded by Director Palafox. Motion was approved by Vote of 4 AYES and 0 NOES and 1 ABSENT.

- 3. Review and approve RESOLUTION 2019-32 authorizing \$21,000 from the Operational Budget: Repair and Maintenance to replace the Pump Motor and column piping at Well 3.** Item presented by Director of Utilities Kelly Dodds explaining that on September 6th District Well 3 had a catastrophic failure and after discussion between the General Manager and Director of Utilities about the situation and potential actions it was determined that this fell within the emergency condition as defined by the purchasing policy. Awalt and Sons were directed to extract the pump equipment for repair and to order a replacement motor to have on hand when the pump equipment was pulled. On September 19th the pump equipment was pulled and two small, but distinct arc marks were found in the casing of the motor. The motor also had significant grinding upon turning by hand. Awalt and Sons tested both the wiring and motor and found the wire to be within spec and the motor had a direct short. Director of Utilities Kelly Dodds explaining that the cost to extract the pump equipment was \$2,300 and the estimated cost for a replacement motor, column pipe and installation is \$18,700.

Board Comment: Director Green asked the Director of Utilities Kelly Dodds if any information has been gathered for potential new well sites. Discussion ensued between the Directors with the Director of Utilities explaining that he is looking into potential sites.

Public Comment: Owen Davis San Miguel Resident explained that if it was stainless steel or galvanized it would rust out and the District should replace with PVC (Polyvinyl chloride) pipe.

Motion by Director Sangster to approve RESOLUTION 2019-32 authorizing \$21,000 from the Operational Budget: Repair and Maintenance to replace the Pump Motor and column piping at Well 3.

Seconded by Director Kalvans. Motion was approved by Vote of 4 AYES and 0 NOES and 1 ABSENT.

- 4. Review and Discuss the implementing of Automated Bank Drafting (ACH) for Utility Billing Customers.** Item presented by Accounts Manage/ Board Clerk Tamara Parent explaining that she would be working with Pacific Premier Bank and Black Mountain software to implement an ACH that will debit customers' bank accounts with approval and credit their water/sewer account. Discussion ensued about legal looking at the ACH form.

Board Comment:

Public Comment: Owen Davis asked about NSF and the procedure of collections. Accounts Manage/ Board Clerk Tamara Parent explaining that the ACH would be run once a month and regular collections procedures would be implemented.

The consensus of the Board is to move forward in implementing and ACH for Water/Sewer Utility Bills.

- 5. Discussion on the status of Machado Wastewater Treatment Facility expansion and aeration upgrade project** Item presented by Director of Utilities Kelly Dodds updating the Board of Directors that August average was 144 gallons a day 72% of capacity and high of 104% of capacity. Time remaining is 1.5 years to complete without violations. Mr. Dodds explained that Dr. Reely and himself when to Cloacina in Arroyo Grande and looked at what they had to offer for systems.

Board Comment: Director Sangster asked if a scope of work has been made for equipment and specifications. Director of Utilities Kelly Dodds explained that not yet but Engineer Reely is in Chicago at a WEBtech conference talking with vendors and seeing what is available.

Director Green asked about the numbers of customer connections and build-out.

Discussion ensued about approximate numbers of homes and the scope of work for equipment. Item presented by Director of Utilities Kelly Dodds explained that reimbursement for the first \$112,000 should be arriving next week sometime.

Public Comment: None

Informational Item only

- 6. Discuss and provide direction to staff on how to proceed with the current 2nd floor remodel project at the San Miguel Fire Department.** Item presented by Interim General Manager/ Fire Chief Rob Roberson explained that the construction renovation upstairs was stopped and that it is a nonfunctional space and could not be left in the current state and is asking for direction from the Board of Directors. Assistant Fire Chief Scott Young voiced that he laid out four options.

Board Comment: Director Green voiced that it doesn't make financial sense to undo everything that had been done. Asst. Chief Young voiced that it is more to a condition resembling the prior configuration as closely as possible. Discussion ensued about the design and what needs were trying to be met.

Director Kalvans asked the amount of money spent to date on this project. Interim General Manager/ Fire Chief Rob Roberson explained that there where budget line items for the project. Mr. Roberson discussed the needs of the Fire Department and if the CSD Utilities and administration move to the new Treatment Facility.

Director Green feels that a Workshop is needed. Discussion ensued about the future needs of the District.

Director Sangster asked questions about the options presented and what it would take to have it put back "resembling". Asst. Chief Young voiced that there would need to be a scope of work, then bids.

Director Green voiced that, again this needs more discussion about needs and wants and asks for consensus to have a workshop. Director Green asked if it was possible to have a CAD drawing that they could see on a computer and move around. Mr. Dodds explained that he could ask the architect.

Director Sangster voiced that he would like to get a scope of work and bids to see the costs.

Director Kalvans voiced that all discussions need to be based around having a sheriff beat station in San Miguel. Discussion ensued about a funding source.

District General Counsel asked for clarification.

Director Sangster voiced for clarification that he has suggested option number 3, to create a scope of work, obtained bids to make the upstairs usable at that point we can decide if we want to move forward with that. We also have a consensus to have a workshop specifically space use at the new treatment facility and then the use of this building once it is not occupied by staff offices. District General Counsel, Seikaly asked in terms of timing do you guys want the workshop before or after you get the proposal/bids. Director Green voiced that one doesn't hinder on the other and would like to keep them separated but feels that one needs to be discussed to understand all the needs of the District. Discussion ensued about a date and time for workshop.

Public Comment: None

The consensus of the Board is to get a scope of work and bids to make upstairs usable.

Board of Director Confirmed the decision to have a "District Functional Space Workshop" on November 14th at 6 P.M.

- XII. BOARD COMMENT:** Director Sangster voiced that he had attended the Advisory Council Meeting and explained that what he witnessed was unprofessional, that they acted like it was a burden to have the public in attendance. Director Sangster will be making the Supervisor aware and feels that the Council should be publicly elected. Director Sangster voiced that he is ashamed for them and ashamed for our community and the fact that they are the voice to the Board of Supervisors for this community. The Advisory Council did not care about the people attending the meeting that had no support for the project and did not listen to the people but still voted to approve. Assistant Chief Young voiced that during the Board of Supervisors / Planning Commission Meeting it was asked what the Advisory Council vote was. Director Sangster thanked the staff for their commitment to the community and their quorum during meetings.

- XIII. ADJOURNMENT TO NEXT MEETING 10-24-2019 Regular Meeting:** Adjournment at Approximately 10:05 P.M



San Miguel Community Services District

October 24, 2019

AGENDA ITEM: XI -1

SUBJECT: Bookkeeper Report for September 2019

RECOMMENDATION: Review and File the Enumeration for Financial Reports for October 2019

October 2019 Payroll Expense: Total CSD Payroll \$44,105.84 (including all liabilities)

October 2019 Income: \$182,807.21

October 2019 Expenses: \$85,147.13 (not including payroll)

1. Monsoon Ventures, Inc \$23,399.17
2. Black Mountain \$6,130.00
3. Coblentz Biehle & Cramer \$4,965.00
4. A&T Arborists \$3,450.00
5. Local IT Experts \$2,224.50
6. Core & Main \$1,777.36
7. SDRMA Workers Comp \$1,529.75
8. WEX Bank Fuel \$1,195.60
9. PG&E \$1070.48
10. GASB-68 Report & Schedule \$700.00

Recommendation: Review and File the Enumeration for the Financial Reports for September 2019. This item is for information and discussion only.

PREPARED BY:

Paola Freeman

Paola Freeman, Bookkeeper

10/18/19
13:11:57

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 9/19

Page: 1 of 12
Report ID: AP100V

Pacific Premier Bank - General Account
* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5165	17989S 999999	A&T ARBORISTS & VEGETATION MGNT	3,450.00					
		Trim Trees along fence, remove elm on Bonita						
1	5804 09/10/19	Trim Trees	775.00			50 65000	353	10200
2	5804 09/10/19	Trim Trees	2,675.00			40 64000	582	10200
		Total for Vendor:	3,450.00					
5166	17990S 622	BALDWIN ELECTRICT SERVICE	150.00					
		Well #3 tripping main breaker						
1	125 09/08/19	Well #3 tripping main breaker	150.00			50 65000	353	10200
		Total for Vendor:	150.00					
5197	17991S 33	BLACK MOUNTAIN	6,130.00					
		Annual Maintenances for Accounting; Budget prep. Cash Receipting ; UB, ACH, 9/2019						
1	24745 08/01/19	Annual Maintenance	574.86			20 62000	334	10200
2	24745 08/01/18	Annual Maintenance	52.26			30 63000	334	10200
3	24745 08/01/18	Annual Maintenance	2,699.18			40 64000	334	10200
4	24745 08/01/18	Annual Maintenance	2,751.44			50 65000	334	10200
5	24745 08/01/18	Annual Maintenance	52.26			60 66000	334	10200
		Total for Vendor:	6,130.00					
5173	17992S 573	BURT INDUSTRIAL SUPPLY	164.02					
1	68298 08/30/19	Blue Marking Paint, Tape	164.02			50 65000	305	10200
		Total for Vendor:	164.02					
5206	17993S 631	CALIFORNIA SCHOOL BOARDS	500.00					
17-18		GASB Report						
1	9347H2R7D7 09/11/19	GASB Report	110.00			20 62000	325	10200
2	9347H2R7D7 09/11/19	GASB Report	10.00			30 63000	325	10200
3	9347H2R7D7 09/11/19	GASB Report	180.00			40 64000	325	10200
4	9347H2R7D7 09/11/19	GASB Report	190.00			50 65000	325	10200
5	9347H2R7D7 09/11/19	GASB Report	10.00			60 66000	325	10200
		Total for Vendor:	500.00					

10/18/19
13:11:57

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Claim Details
For the Accounting Period: 9/19

Page: 2 of 12
Report ID: AP100V

Pacific Premier Bank - General Account
* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5163	-99668E	416 CALPERS	4,757.18					
CalPers 1800 Health								
1	15774289	08/14/19 CalPers 1800 Health	331.65			20 62000	205	10200
2	15774289	08/14/19 CalPers 1800 Health	141.58			20 21810		10200
3	15774289	08/14/19 CalPers 1800 Health	77.06			30 63000	205	10200
4	15774289	08/14/19 CalPers 1800 Health	7.38			30 21810		10200
5	15774289	08/14/19 CalPers 1800 Health	1,441.48			40 64000	205	10200
6	15774289	08/14/19 CalPers 1800 Health	105.19			40 64000	206	10200
7	15774289	08/14/19 CalPers 1800 Health	385.60			40 21810		10200
8	15774289	08/14/19 CalPers 1800 Health	1,617.06			50 65000	205	10200
9	15774289	08/14/19 CalPers 1800 Health	105.18			50 65000	206	10200
10	15774289	08/14/19 CalPers 1800 Health	460.57			50 21810		10200
11	15774289	08/14/19 CalPers 1800 Health	77.06			60 66000	205	10200
12	15774289	08/14/19 CalPers 1800 Health	7.37			60 21810		10200
5207	-99664E	416 CALPERS	700.00					
Fees for GASB-68 Reports & Schedules Customer ID: 5069981886								
1	15780119	08/20/19 GASB-68 Reports & Schedules	154.00			20 62000	325	10200
2	15780119	08/20/19 GASB-68 Reports & Schedules	14.00			30 63000	325	10200
3	15780119	08/20/19 GASB-68 Reports & Schedules	252.00			40 64000	325	10200
4	15780119	08/20/19 GASB-68 Reports & Schedules	266.00			50 65000	325	10200
5	15780119	08/20/19 GASB-68 Reports & Schedules	14.00			60 66000	325	10200
Total for Vendor:			5,457.18					
5174	17994S	61 CCI Office Technologies	182.55					
1	INST174117	08/28/19 Ink Cartridge for IM/IS	91.28			40 64000	320	10200
2	INST174117	08/28/19 Ink Cartridge for IM/IS	91.27			50 65000	320	10200
Total for Vendor:			182.55					
5172	17995S	521 CHAPARRAL BUSINESS MACHINES, Maintenance Contract #6913-02 Samsung/X4250LX	74.82					
Acct No. 013014 Contract Increase								
1	440889	09/03/19 Maint Contract 9/4/19~10/3/19	35.00			40 64000	334	10200

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Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
2	440889	09/03/19 Maint Contract 9/4/19~10/3/19	35.00			50 65000	334	10200
3	440889	09/03/19 Overage Charge 8-4-19 ~ 9-3-19	2.41			40 64000	334	10200
4	440889	09/03/19 Overage Charge 8-4-19 ~ 9-3-19	2.41			50 65000	334	10200
Total for Vendor:			74.82					
5199 17996S 67 CHARTER COMMUNICATIONS			309.94					
Acct# 8245-10-105-0027311 Spectrum Business Internet/Voice								
Service 9/11/19 ~ 10/10/19								
1	7311091119	09/11/19 Internet/Voice	103.31			20 62000	375	10200
2	7311091119	09/11/19 Internet/Voice	103.31			40 64000	375	10200
3	7311091119	09/11/19 Internet/Voice	103.32			50 65000	375	10200
Total for Vendor:			309.94					
5220 18020S 583 COBLENTZ BIEHLE & CRAMER			4,965.00					
Payroll, Audit workpapers, bank reconciliation, JV's, Transfers								
1	6162	09/15/19 Audit workpapers, bank recon	1,092.30			20 62000	325	10200
2	6162	09/15/19 JV's, Transfers	99.30			30 63000	325	10200
3	6162	09/15/19 Audit workpapers, bank recon	1,787.40			40 64000	325	10200
4	6162	09/15/19 Audit workpapers, bank recon	1,886.70			50 65000	325	10200
5	6162	09/15/19 JV's, Transfers	99.30			60 66000	325	10200
Total for Vendor:			4,965.00					
5210 18011S 584 CORE & MAIN LP			1,250.13					
Acct#210091								
1	L171898	09/12/19 BL05 MTR (6) 1" Water meter	1,250.13			50 65000	525	10200
5211 18011S 584 CORE & MAIN LP			527.23					
Acct#210091								
SLT Well								
1	L143995	09/09/19 4Valve W/Lever	527.23			50 65000	353	10200
Valve								
Total for Vendor:			1,777.36					

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Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5221	18021S	429 COUNTY OF SAN LUIS OBISPO - EH	98.60					
ACCT#	AR0011381							
1	IN021142	09/23/19 Cross Connection	98.60			50 65000	362	10200
		Total for Vendor:	98.60					
5200	17997S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
#8000653								
1	982925A	09/12/19 Metals	67.00			50 65000	358	10200
5201	17997S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
#8000653								
1	982992A	09/12/19 Metals	67.00			50 65000	358	10200
5202	17997S	112 FGL - ENVIRONMENTAL ANALYTICAL	125.00					
#8000653								
1	982991A	09/12/19 Coliform	125.00			50 65000	359	10200
5226	18023S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
#8000653								
1	983206A	09/30/19 Metals	67.00			50 65000	358	10200
5227	18023S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
#8000653								
1	983066A	09/17/19 Metals	67.00			50 65000	358	10200
5246		112 FGL - ENVIRONMENTAL ANALYTICAL	200.00					
#8000653								
1	983204A	10/07/19 Coliform, Wet Chem	45.00			50 65000	356	10200
2	983204A	10/07/19 Coliform, Wet Chem	45.00			50 65000	357	10200
3	983204A	10/07/19 Coliform, Wet Chem	45.00			50 65000	358	10200
4	983204A	10/07/19 Coliform, Wet Chem	65.00			50 65000	359	10200
		Total for Vendor:	593.00					

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Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5168	17998S	308 FRONTIER COMMUNICATIONS	78.34					
Acct #805-467-2015-051216-5 Service from 09/01/19 ~ 09/31/19								
Building Alarm								
1	Sept 2019	09/01/19 Building Alarm	39.17			40 64000	310	10200
2	Sept 2019	09/01/19 Building Alarm	39.17			50 65000	310	10200
5223	18024S	308 FRONTIER COMMUNICATIONS	57.91					
Acct #805-467-2818 010412-5 Service from 09/22/19 - 10/21/19								
1	Sept~19	09/22/19 SCADA	28.96			40 64000	310	10200
2	Sept~19	09/22/19 SCADA	28.95			50 65000	310	10200
Total for Vendor:			136.25					
5141	17981S	125 GREAT WESTERN ALARM	30.00					
GW-661 Service Period: 09/01/19 ~ 09/31/19								
1	190800545	09/01/19 Alarm Monitoring	15.00			40 64000	380	10200
2	190800545	09/01/19 Alarm Monitoring	15.00			50 65000	380	10200
5142	17981S	125 GREAT WESTERN ALARM	75.60					
A0702 Service Period: 09/01/19 ~ 09/31/19								
1	190802242	09/01/19 Answering Service	37.80			40 64000	380	10200
2	190802242	09/01/19 Answering Service	37.80			50 65000	380	10200
Total for Vendor:			105.60					
5205	17999S	474 L.N. CURTIS & SONS	443.18					
Buckman, Hido, Chambers, Levitskaya								
1	INV311627	08/26/19 Patches	443.18			20 62000	455	10200
Total for Vendor:			443.18					
5176	18000S	510 LOCAL IT EXPERTS	2,224.50					
IT Service ~ August 2019								
1	194	09/06/19 IT Service ~ September 2019	263.33			20 62000	334	10200
4	194	09/06/19 IT Service ~ September 2019	263.33			40 64000	334	10200

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Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5	194 09/06/19	IT Service ~ September 2019	263.33			50 65000	334	10200
6	194 09/06/19	Camara system access WTP	44.50			40 64000	350	10200
8	194 09/06/19	Camara system access WTP	44.50			50 65000	350	10200
9	194 09/06/19	Archive old server data	29.37			20 62000	350	10200
10	194 09/06/19	Archive old server data	2.67			30 63000	350	10200
11	194 09/06/19	Archive old server data	48.06			40 64000	350	10200
12	194 09/06/19	Archive old server data	50.73			50 65000	350	10200
13	194 09/06/19	Archive old server data	2.67			60 66000	350	10200
14	194 09/06/19	Set up 2 New Toughbooks	58.74			20 62000	350	10200
15	194 09/06/19	Set up 2 New Toughbooks	5.34			30 63000	350	10200
16	194 09/06/19	Set up 2 New Toughbooks	229.62			40 64000	350	10200
17	194 09/06/19	Set up 2 New Toughbooks	234.96			50 65000	350	10200
18	194 09/06/19	Set up 2 New Toughbooks	5.35			60 66000	350	10200
19	194 09/06/19	Build new site to site VPN WTP	178.00			40 64000	350	10200
20	194 09/06/19	Build new site to site VPN WTP	178.00			50 65000	350	10200
21	194 09/06/19	Setup DVR for remote VPN	133.50			40 64000	350	10200
22	194 09/06/19	Setup DVR for remote VPN	133.50			50 65000	350	10200
23	197 09/06/19	Add Toughbooks for M Stiles	27.50			40 64000	334	10200
24	197 09/06/19	Add Toughbooks for M Stiles	27.50			50 65000	334	10200
Total for Vendor:			2,224.50					
5180	18001S	559 MONSOON VENTURES, INC.	1,540.00					
Prepared Monthly DE Report, Monthly GSA Meeting, District Monthly Report,								
1	2428 09/05/19	GSA Meetings, Board Reports	770.00			40 64000	326	10200
2	2428 09/05/19	GSA Meetings, Board Reports	770.00			50 65000	326	10200
5181	18001S	559 MONSOON VENTURES, INC.	4,290.00					
GSP, GSA meeting with Staff and County								
1	2429 09/05/19	GSP, GSA meeting with Staff	4,290.00			50 65000	324	10200
5182	18001S	559 MONSOON VENTURES, INC.	220.00					
Meeting w/ County & Staff to discuss project "Kick-off" CDBG application								
1	2430 09/05/19	project "Kick-off" CDBG applic	220.00			50 65000	326	10200

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5186	18001S	559 MONSOON VENTURES, INC.	13,034.17					
		WWTP Preliminary Design, print topo survey, conceptual layout						
1	2431	09/05/19 Machado~Recharge	13,034.17		16	40 27000		10200
5187	18001S	559 MONSOON VENTURES, INC.	575.00					
		Water Conservation Program meetings						
1	2432	09/05/19 Water Conservation Program	575.00			50 65000	326	10200
5188	18001S	559 MONSOON VENTURES, INC.	1,585.00					
		ReHab Engineers Estimates						
1	2433	09/05/19 ReHab Engineers Estimates	1,585.00			40 64000	326	10200
5189	18001S	559 MONSOON VENTURES, INC.	1,570.00					
		ReHab Engineers Estimates						
1	2434	09/05/19 ReHab Engineers Estimates	1,570.00			50 65000	326	10200
5190	18001S	559 MONSOON VENTURES, INC.	585.00					
		Mission Street Landscape						
1	2435	09/05/19 Mission Street Landscape	585.00			30 63000	326	10200
		Total for Vendor:	23,399.17					
5231	18027S	627 MOORING TECH, INC	525.00					
		Folding Keyboard R. Roberson						
1	703612	09/25/19 Folding Keyboard	525.00			20 62000	475	10200
		Total for Vendor:	525.00					
5191	18002S	182 NAPA	283.27					
		Battery Core #8687						
1	933517	01/14/19 Battery Core #8687	283.27			20 62000	354	10200
		Total for Vendor:	283.27					
5213	18012S	208 PG&E	1,070.48					
		Acct #8565976480-8						
1		09/18/19 12th & K 8565976725	8.79			30 63000	381	10200
2		09/18/19 Tract 2605 - 8565976109	34.84			30 63000	381	10200
3		8565976480 09/18/19 Mission Heights - 85659764	162.58			30 63000	381	10200
4		8565976480 09/18/19 9898 River Rd. - 856597600	323.25			30 63000	381	10200

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Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5	8565976480	09/18/19 9898 River Rd. - 856597600	41.65			30 63000	381	10200
6	8565976480	09/18/19 9898 River Rd. - 856597600	197.11			30 63000	381	10200
7	8565976480	09/18/19 9898 River Rd. - 856597601	66.35			30 63000	381	10200
8	8565976480	09/18/19 9898 River Rd. - 856597648	46.23			30 63000	381	10200
9	8565976480	09/18/19 9898 River Rd. - 856597648	18.96			30 63000	381	10200
10	8565976480	09/18/19 Tract 2710 - 8562053214	67.44			30 63000	381	10200
11	8565976480	09/18/19 Tract 2710 - 8564394360	29.51			30 63000	381	10200
12	8565976480	09/18/19 Tract 2710 - 8560673934	73.77			30 63000	381	10200
Total for Vendor:			1,070.48					
5192	18003S	609 SAN LUIS POWER HOUSE	185.00					
Perform quartley testing and inspection of Kohler emergency generator								
1	41708	08/28/19 Service Fire Station Generator	185.00			20 62000	351	10200
5193	18003S	609 SAN LUIS POWER HOUSE	185.00					
Perform quartley testing and inspection of Kohler emergency generator								
1	41709	08/28/19 Srvce Mission Garden Generator	185.00			40 64000	351	10200
Total for Vendor:			370.00					
5169	18004S	238 SAN MIGUEL GARBAGE	103.98					
Account #318691 Service 09-01-19 ~ 09-30-19								
1	09/01/19	WWTP Monthly Trash Disposal	51.99			40 64000	383	10200
2	09/01/19	WWTP Monthly Trash Disposal	51.99			50 65000	383	10200
Total for Vendor:			103.98					
5214	18013S	247 SDRMA	1,529.75					
Workers' Compensation 2018-19 Reconciliation Invoice Member #: 5142								
1	67150	08/29/19 Workers Comp	644.17			20 62000	120	10200
3	67150	08/29/19 Workers Comp	0.31			30 63000	120	10200
4	67150	08/29/19 Workers Comp	486.85*			40 64000	120	10200
6	67150	08/29/19 Workers Comp	398.11			50 65000	120	10200
7	67150	08/29/19 Workers Comp	0.31			60 66000	120	10200
Total for Vendor:			1,529.75					

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5209	18014S	352 STAPLES CREDIT PLAN	220.50					
Office Supplies								
1	9802631442	09/09/19 Highlighters, Mouse, Scale	160.17*			20 62000	410	10200
2	9802631442	09/09/19 Printer Ribbon	1.55			30 63000	410	10200
3	9802631442	09/09/19 Colored Pencils	27.84			40 64000	410	10200
4	9802631442	09/09/19 Mechanical Pencil	29.39			50 65000	410	10200
5	9802631442	09/09/19 Gel Pens	1.55			60 66000	410	10200
Total for Vendor:			220.50					
5170	18005S	534 STREAMLINE	200.00					
Web Page Hosting								
1	101694	09/10/19 Web Page Monthly Fee Sept	44.00			20 62000	376	10200
2	101694	09/10/19 Web Page Monthly Fee Sept	4.00			30 63000	376	10200
3	101694	09/10/19 Web Page Monthly Fee Sept	72.00			40 64000	376	10200
4	101694	09/10/19 Web Page Monthly Fee Sept	76.00			50 65000	376	10200
5	101694	09/10/19 Web Page Monthly Fee Sept	4.00			60 66000	376	10200
Total for Vendor:			200.00					
5236	18031S	280 TEMPLETON UNIFORMS	387.12					
R. Roberson & S. Young								
5	123440	09/27/19 Tactical Pant, Bobcat Soft Oil	387.12			20 62000	495	10200
Total for Vendor:			387.12					
5194	18006S	282 THE BLUEPRINTER	24.89					
1	76732A	08/01/19 River Road Plan Check	24.89			20 62000	320	10200
5195	18006S	282 THE BLUEPRINTER	34.00					
1	76737A	08/01/19 Scan & E-mail Mission Vineyard	17.00			40 64000	320	10200
2	76737A	08/01/19 Scan & E-mail Mission Vineyard	17.00			50 65000	320	10200
5196	18006S	282 THE BLUEPRINTER	5.17					
1	76522A	08/01/19 Mission Lnadscape	2.58			40 64000	320	10200
2	76522A	08/01/19 Mission Lnadscape	2.59			50 65000	320	10200
Total for Vendor:			64.06					

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5203	18007S	289 TOTALFUNDS BY HASLER	500.00					
Acct#7900011001302978								
1	August 19	09/09/19 Postage	250.00			40 64000	315	10200
2	August 19	09/09/19 Postage	250.00			50 65000	315	10200
Total for Vendor:			500.00					
5171	18008S	327 VALLI INFORMATION SYSTEMS	75.00					
Web Posting service for Sept 2019								
1	54838	Sept 08/31/19 Web Posting, Online Maint.	37.50			40 64000	305	10200
2	54838	Sept 08/31/19 Web Posting, Online Maint.	37.50			50 65000	305	10200
Total for Vendor:			75.00					
5208	18015S	511 VERIZON	106.72					
Laptop 805-423-7591,805-591-9233,805-591-9352								
Laptop 805-369-9703								
09/09/19 ~10/08/19								
1	9837641720	09/30/19 Tablets	28.58			20 62000	310	10200
2	9837641720	09/30/19 Tablets	39.07			40 64000	310	10200
3	9837641720	09/30/19 Tablets	39.07			50 65000	310	10200
Total for Vendor:			106.72					
5204	18009S	317 WESTERN JANITOR SUPPLY INC	165.85					
Account #S1235								
1	166169	08/28/19 Office Supplies	55.28			20 62000	305	10200
2	166169	08/28/19 Office Supplies	55.28			40 64000	305	10200
3	166169	08/28/19 Office Supplies	55.29			50 65000	305	10200
Total for Vendor:			165.85					
5198	18010S	612 WEX BANK	533.51					
1	60759684	08/07/19 Truck #8600	141.69			20 62000	485	10200
2	60759684	08/07/19 Truck #8630	109.44			20 62000	485	10200
3	60759684	08/07/19 Truck #8632	141.19			40 64000	485	10200
4	60759684	08/07/19 Truck #8632	141.19			50 65000	485	10200

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Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5243	18034S	612 WEX BANK	662.09					
1	61299480	09/07/19 Truck #8600	86.61			20 62000	485	10200
2	61299480	09/07/19 Truck #8601	225.10			20 62000	485	10200
4	61299480	08/07/19 Truck #8632	175.19			40 64000	485	10200
5	61299480	08/07/19 Truck #8632	175.19			50 65000	485	10200
Total for Vendor:			1,195.60					
# of Claims			53	Total:				
Total Electronic Claims				5,457.18				
Total Non-Electronic Claims				51501.32				

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Fund Summary for Claims
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Fund/Account	Amount
20 FIRE PROTECTION DEPARTMENT	
10200 Operating Cash - Premier	\$6,202.64
30 STREET LIGHTING DEPARTMENT	
10200 Operating Cash - Premier	\$1,929.35
40 WASTEWATER DEPARTMENT	
10200 Operating Cash - Premier	\$27,733.95
50 WATER DEPARTMENT	
10200 Operating Cash - Premier	\$20,818.69
60 SOLID WASTE DEPARTMENT	
10200 Operating Cash - Premier	\$273.87
Total:	\$56,958.50

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SAN MIGUEL COMMUNITY SERVICES DISTRICT
Statement of Revenue Budget vs Actuals
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Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
20 FIRE PROTECTION DEPARTMENT						
40000						
40300	Fireworks Permit Fees	0.00	0.00	2,500.00	2,500.00	0 %
40310	Fireworks Refundable C/Up Bond	0.00	-704.00	0.00	704.00	** %
40420	Ambulance Reimbursement	1,198.00	1,198.00	4,400.00	3,202.00	27 %
40500	VFA Assistance Grant	0.00	0.00	20,000.00	20,000.00	0 %
40510	Sponsored Training Fees	0.00	20.00	0.00	-20.00	** %
	Account Group Total:	1,198.00	514.00	26,900.00	26,386.00	2 %
43000	Property Taxes Collected					
43000	Property Taxes Collected	638.67	5,341.82	389,155.00	383,813.18	1 %
	Account Group Total:	638.67	5,341.82	389,155.00	383,813.18	1 %
46000	Revenues & Interest					
46000	Revenues & Interest	26.17	84.31	0.00	-84.31	** %
46151	Refund/Adjustments	66.02	66.02	0.00	-66.02	** %
46153	Plan Check Fees	0.00	150.00	0.00	-150.00	** %
46155	Will Serve Processing Fees	150.00	450.00	0.00	-450.00	** %
46157	Donation	225.00	225.00	0.00	-225.00	** %
	Account Group Total:	467.19	975.33	0.00	-975.33	** %
	Fund Total:	2,303.86	6,831.15	416,055.00	409,223.85	2 %
30 STREET LIGHTING DEPARTMENT						
43000	Property Taxes Collected					
43000	Property Taxes Collected	186.41	1,567.10	113,842.00	112,274.90	1 %
	Account Group Total:	186.41	1,567.10	113,842.00	112,274.90	1 %
46000	Revenues & Interest					
46000	Revenues & Interest	160.13	1,460.03	0.00	-1,460.03	** %
46100	Realized Earnings	211.20	4,462.73	0.00	-4,462.73	** %
46150	Miscellaneous Income	0.00	100.00	0.00	-100.00	** %
	Account Group Total:	371.33	6,022.76	0.00	-6,022.76	** %
	Fund Total:	557.74	7,589.86	113,842.00	106,252.14	7 %
40 WASTEWATER DEPARTMENT						
40000						
40900	Wastewater Sales	80,842.55	224,716.95	867,202.00	642,485.05	26 %
40910	Wastewater Late Charges	1,566.02	2,753.02	0.00	-2,753.02	** %
	Account Group Total:	82,408.57	227,469.97	867,202.00	639,732.03	26 %
43000	Property Taxes Collected					
43000	Property Taxes Collected	96.13	1,063.14	58,942.00	57,878.86	2 %
	Account Group Total:	96.13	1,063.14	58,942.00	57,878.86	2 %
46000	Revenues & Interest					

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
40 WASTEWATER DEPARTMENT						
46000	Revenues & Interest	17.83	115.77	0.00	-115.77	** %
46008	DWR Grants	0.00	0.00	250,000.00	250,000.00	0 %
46151	Refund/Adjustments	66.02	66.02	0.00	-66.02	** %
	Account Group Total:	83.85	181.79	250,000.00	249,818.21	0 %
	Fund Total:	82,588.55	228,714.90	1,176,144.00	947,429.10	19 %
50 WATER DEPARTMENT						
41000 Water Sales						
41000	Water Sales	91,332.14	261,743.14	859,010.00	597,266.86	30 %
41005	Water Late Charges	2,447.96	4,917.12	0.00	-4,917.12	** %
41010	Water Meter Fees	0.00	-5,000.51	0.00	5,000.51	** %
	Account Group Total:	93,780.10	261,659.75	859,010.00	597,350.25	30 %
46000 Revenues & Interest						
46000	Revenues & Interest	79.31	185.41	0.00	-185.41	** %
46151	Refund/Adjustments	66.02	66.02	0.00	-66.02	** %
	Account Group Total:	145.33	251.43	0.00	-251.43	** %
	Fund Total:	93,925.43	261,911.18	859,010.00	597,098.82	30 %
60 SOLID WASTE DEPARTMENT						
46000 Revenues & Interest						
46005	Franchise Fees	3,431.63	6,309.10	32,323.00	26,013.90	20 %
	Account Group Total:	3,431.63	6,309.10	32,323.00	26,013.90	20 %
	Fund Total:	3,431.63	6,309.10	32,323.00	26,013.90	20 %
	Grand Total:	182,807.21	511,356.19	2,597,374.00	2,086,017.81	20 %

Fund	Received		Estimated Revenue	Revenue	
	Current Month	Received YTD		To Be Received	% Received
20 FIRE PROTECTION DEPARTMENT	2,303.86	6,831.15	416,055.00	409,223.85	2 %
30 STREET LIGHTING DEPARTMENT	557.74	7,589.86	113,842.00	106,252.14	7 %
40 WASTEWATER DEPARTMENT	82,588.55	228,714.90	1,176,144.00	947,429.10	19 %
50 WATER DEPARTMENT	93,925.43	261,911.18	859,010.00	597,098.82	30 %
60 SOLID WASTE DEPARTMENT	3,431.63	6,309.10	32,323.00	26,013.90	20 %
Grand Total:	182,807.21	511,356.19	2,597,374.00	2,086,017.81	20 %

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Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
20 FIRE PROTECTION DEPARTMENT							
62000 Fire							
62000 Fire							
	105 Salaries and Wages	7,578.75	22,989.78	123,337.00	123,337.00	100,347.22	19 %
	110 Payroll tax expense	0.00	0.00	28,000.00	28,000.00	28,000.00	0 %
	111 BOD Stipend	176.00	286.00	1,313.00	1,313.00	1,027.00	22 %
	115 Payroll Expenses	140.95	906.09	750.00	750.00	-156.09	121 %
	120 Workers' Compensation	644.17	6,910.61	9,000.00	9,000.00	2,089.39	77 %
	121 Physicals	0.00	0.00	2,500.00	2,500.00	2,500.00	0 %
	125 Volunteer firefighter stipends	1,934.75	5,015.46	38,000.00	38,000.00	32,984.54	13 %
	135 Payroll Tax - FICA	40.31	689.11	0.00	0.00	-689.11	*** %
	140 Payroll Tax - Medicare	138.27	383.18	0.00	0.00	-383.18	*** %
	155 Payroll Tax - SUI	28.22	57.77	0.00	0.00	-57.77	*** %
	205 Insurance - Health	367.91	1,079.09	4,944.00	4,944.00	3,864.91	22 %
	210 Insurance - Dental	0.00	0.00	400.00	400.00	400.00	0 %
	215 Insurance - Vision	0.00	0.00	100.00	100.00	100.00	0 %
	225 Retirement - PERS expense	0.00	2,709.74	6,836.00	6,836.00	4,126.26	40 %
	305 Operations and maintenance	55.28	370.77	6,000.00	6,000.00	5,629.23	6 %
	310 Phone and fax expense	28.58	67.24	900.00	900.00	832.76	7 %
	315 Postage, shipping and freight	0.00	1.60	200.00	200.00	198.40	1 %
	320 Printing and reproduction	24.89	30.92	300.00	300.00	269.08	10 %
	325 Professional svcs - Accounting	1,356.30	2,224.20	6,565.00	6,565.00	4,340.80	34 %
	327 Professional svcs - Legal (General)	0.00	0.00	14,225.00	14,225.00	14,225.00	0 %
	328 Insurance - prop and liability	0.00	12,963.19	13,100.00	13,100.00	136.81	99 %
	331 Professional Services - Legal	0.00	0.00	1,800.00	1,800.00	1,800.00	0 %
	334 Maintenance Agreements	838.19	1,570.03	4,320.00	4,320.00	2,749.97	36 %
	335 Meals - Reimbursement	0.00	0.00	600.00	600.00	600.00	0 %
	340 Meetings and conferences	0.00	0.00	500.00	500.00	500.00	0 %
	345 Mileage expense reimbursement	4.75	4.75	500.00	500.00	495.25	1 %
	350 Repairs and maint - computers	88.11	338.31	3,860.00	3,860.00	3,521.69	9 %
	351 Repairs and maint - equip	185.00	314.00	8,000.00	8,000.00	7,686.00	4 %
	352 Repairs and maint - structures	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	354 Repairs and maint - vehicles	283.27	643.05	15,000.00	15,000.00	14,356.95	4 %
	370 Dispatch services (Fire)	0.00	8,949.00	11,000.00	11,000.00	2,051.00	81 %
	375 Internet expenses	103.31	309.93	1,400.00	1,400.00	1,090.07	22 %
	376 Webpage- Upgrade/Maint	44.00	132.00	525.00	525.00	393.00	25 %
	380 Utilities - alarm service	0.00	10.20	165.00	165.00	154.80	6 %
	381 Utilities - electric	0.00	66.90	2,500.00	2,500.00	2,433.10	3 %
	382 Utilities - propane	0.00	0.00	500.00	500.00	500.00	0 %
	385 Dues and subscriptions	0.00	3,092.84	4,000.00	4,000.00	907.16	77 %
	386 Education and training	0.00	0.00	6,000.00	6,000.00	6,000.00	0 %
	393 Advertising and public notices	0.00	0.00	500.00	500.00	500.00	0 %
	394 LAFCO Allocations	0.00	2,035.69	1,755.00	1,755.00	-280.69	116 %
	395 Community Outreach	-327.11	-327.11	2,000.00	2,000.00	2,327.11	-16 %
	405 Software	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	410 Office Supplies	155.17	348.61	450.00	450.00	101.39	77 %
	450 EMS supplies	0.00	82.97	3,000.00	3,000.00	2,917.03	3 %
	455 Fire Safety Gear & Equipment	443.18	930.55	3,000.00	3,000.00	2,069.45	31 %
	456 VFF Assistance Grant	0.00	0.00	40,000.00	40,000.00	40,000.00	0 %
	465 Cell phones, radios and pagers	37.45	100.90	605.00	605.00	504.10	17 %
	470 Communication equipment	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %

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20 FIRE PROTECTION DEPARTMENT							
	475 Computer supplies and upgrades	525.00	3,987.50	8,000.00	8,000.00	4,012.50	50 %
	485 Fuel expense	562.84	686.53	6,500.00	6,500.00	5,813.47	11 %
	490 Small tools and equipment	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	495 Uniform expense	387.12	387.12	3,000.00	3,000.00	2,612.88	13 %
	503 Weed Abatement Costs	0.00	0.00	9,000.00	9,000.00	9,000.00	0 %
	505 Fire Training Grounds	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	510 Fire station addition	0.00	0.00	6,000.00	6,000.00	6,000.00	0 %
	710 County hazmat dues	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	715 Licenses, permits and fees	0.00	0.00	800.00	800.00	800.00	0 %
	960 Property tax expense	0.00	0.00	215.00	215.00	215.00	0 %
	Account Total:	15,844.66	80,348.52	414,965.00	414,965.00	334,616.48	19 %
	Account Group Total:	15,844.66	80,348.52	414,965.00	414,965.00	334,616.48	19 %
70000	Transfer Out						
70000	Transfer Out						
	990 Retirement/Health Ins Liability	0.00	0.00	685.00	685.00	685.00	0 %
	Account Total:	0.00	0.00	685.00	685.00	685.00	0 %
	Account Group Total:	0.00	0.00	685.00	685.00	685.00	0 %
	Fund Total:	15,844.66	80,348.52	415,650.00	415,650.00	335,301.48	19 %
30 STREET LIGHTING DEPARTMENT							
63000	Lighting						
63000	Lighting						
	105 Salaries and Wages	873.57	2,624.11	11,000.00	11,000.00	8,375.89	24 %
	110 Payroll tax expense	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	111 BOD Stipend	16.00	26.00	109.00	109.00	83.00	24 %
	115 Payroll Expenses	12.82	35.03	150.00	150.00	114.97	23 %
	120 Workers' Compensation	0.31	1.39	200.00	200.00	198.61	1 %
	135 Payroll Tax - FICA	3.09	4.19	0.00	0.00	-4.19	*** %
	140 Payroll Tax - Medicare	12.80	37.59	0.00	0.00	-37.59	*** %
	155 Payroll Tax - SUI	2.16	4.60	0.00	0.00	-4.60	*** %
	205 Insurance - Health	86.56	177.87	1,212.00	1,212.00	1,034.13	15 %
	210 Insurance - Dental	0.00	0.00	150.00	150.00	150.00	0 %
	215 Insurance - Vision	0.00	0.00	100.00	100.00	100.00	0 %
	225 Retirement - PERS expense	0.00	246.34	650.00	650.00	403.66	38 %
	305 Operations and maintenance	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	320 Printing and reproduction	0.00	0.55	100.00	100.00	99.45	1 %
	325 Professional svcs - Accounting	123.30	202.20	544.00	544.00	341.80	37 %
	326 Professional svcs - Engineering	585.00	585.00	5,000.00	5,000.00	4,415.00	12 %
	327 Professional svcs - Legal (General)	0.00	0.00	1,179.00	1,179.00	1,179.00	0 %
	328 Insurance - prop and liability	0.00	363.97	450.00	450.00	86.03	81 %
	331 Professional Services - Legal	0.00	0.00	900.00	900.00	900.00	0 %
	334 Maintenance Agreements	52.26	72.43	300.00	300.00	227.57	24 %
	340 Meetings and conferences	0.00	0.00	350.00	350.00	350.00	0 %
	345 Mileage expense reimbursement	7.41	7.41	45.00	45.00	37.59	16 %
	350 Repairs and maint - computers	8.01	14.57	100.00	100.00	85.43	15 %
	351 Repairs and maint - equip	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %

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30 STREET LIGHTING DEPARTMENT							
	353 Repairs & Maint- Infrastructure	0.00	0.00	24,000.00	24,000.00	24,000.00	0 %
	376 Webpage- Upgrade/Maint	4.00	12.00	44.00	44.00	32.00	27 %
	381 Utilities - electric	1,070.48	2,593.83	26,000.00	26,000.00	23,406.17	10 %
	385 Dues and subscriptions	0.00	0.00	300.00	300.00	300.00	0 %
	386 Education and training	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
	393 Advertising and public notices	0.00	0.00	500.00	500.00	500.00	0 %
	394 LAFCO Allocations	0.00	339.28	293.00	293.00	-46.28	116 %
	410 Office Supplies	1.55	5.87	25.00	25.00	19.13	23 %
	465 Cell phones, radios and pagers	1.40	12.30	75.00	75.00	62.70	16 %
	475 Computer supplies and upgrades	0.00	0.00	200.00	200.00	200.00	0 %
	485 Fuel expense	0.00	0.00	100.00	100.00	100.00	0 %
	490 Small tools and equipment	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	715 Licenses, permits and fees	0.00	0.00	50.00	50.00	50.00	0 %
	990 Retirement/Health Ins Liability	0.00	0.00	343.00	343.00	343.00	0 %
	Account Total:	2,860.72	7,366.53	81,969.00	81,969.00	74,602.47	9 %
	Account Group Total:	2,860.72	7,366.53	81,969.00	81,969.00	74,602.47	9 %
	Fund Total:	2,860.72	7,366.53	81,969.00	81,969.00	74,602.47	9 %
40 WASTEWATER DEPARTMENT							
64000 Sanitary							
	64000 Sanitary						
	105 Salaries and Wages	12,545.06	25,904.68	204,870.00	204,870.00	178,965.32	13 %
	109 Stand-by Hours	530.82	1,935.01	7,500.00	7,500.00	5,564.99	26 %
	110 Payroll tax expense	0.00	0.00	12,903.00	12,903.00	12,903.00	0 %
	111 BOD Stipend	288.00	468.00	2,190.00	2,190.00	1,722.00	21 %
	115 Payroll Expenses	230.63	603.57	1,000.00	1,000.00	396.43	60 %
	120 Workers' Compensation	486.85	7,393.96	6,500.00	6,500.00	-893.96	114 %
	135 Payroll Tax - FICA	45.94	62.91	0.00	0.00	-62.91	*** %
	140 Payroll Tax - Medicare	194.95	577.04	0.00	0.00	-577.04	*** %
	155 Payroll Tax - SUI	32.16	69.51	0.00	0.00	-69.51	*** %
	205 Insurance - Health	1,767.73	3,644.21	34,800.00	34,800.00	31,155.79	10 %
	206 Insurance - CalPers Health Retiree	105.19	210.38	600.00	600.00	389.62	35 %
	210 Insurance - Dental	0.00	0.00	1,200.00	1,200.00	1,200.00	0 %
	215 Insurance - Vision	0.00	0.00	400.00	400.00	400.00	0 %
	225 Retirement - PERS expense	0.00	4,890.62	19,000.00	19,000.00	14,109.38	26 %
	305 Operations and maintenance	92.78	641.63	6,000.00	6,000.00	5,358.37	11 %
	310 Phone and fax expense	107.20	294.40	1,800.00	1,800.00	1,505.60	16 %
	315 Postage, shipping and freight	250.00	500.00	4,000.00	4,000.00	3,500.00	13 %
	320 Printing and reproduction	110.86	565.78	750.00	750.00	184.22	75 %
	325 Professional svcs - Accounting	2,219.40	3,639.60	10,948.00	10,948.00	7,308.40	33 %
	326 Professional svcs - Engineering	2,355.00	2,355.00	12,000.00	12,000.00	9,645.00	20 %
	327 Professional svcs - Legal (General)	0.00	0.00	23,720.00	23,720.00	23,720.00	0 %
	328 Insurance - prop and liability	0.00	10,029.17	8,500.00	8,500.00	-1,529.17	118 %
	329 New Hire Screening	0.00	0.00	100.00	100.00	100.00	0 %
	330 Contract labor	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	331 Professional Services - Legal	0.00	0.00	20,250.00	20,250.00	20,250.00	0 %
	334 Maintenance Agreements	3,027.42	3,976.47	6,600.00	6,600.00	2,623.53	60 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
40 WASTEWATER DEPARTMENT							
335	Meals - Reimbursement	0.00	0.00	100.00	100.00	100.00	0 %
340	Meetings and conferences	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
345	Mileage expense reimbursement	86.70	86.70	912.00	912.00	825.30	10 %
350	Repairs and maint - computers	633.68	801.81	3,300.00	3,300.00	2,498.19	24 %
351	Repairs and maint - equip	185.00	185.00	14,000.00	14,000.00	13,815.00	1 %
352	Repairs and maint - structures	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
353	Repairs & Maint- Infrastructure	0.00	250.00	3,000.00	3,000.00	2,750.00	8 %
354	Repairs and maint - vehicles	0.00	329.29	2,000.00	2,000.00	1,670.71	16 %
355	Testing & Supplies (WWTP)	0.00	646.00	12,000.00	12,000.00	11,354.00	5 %
375	Internet expenses	103.31	489.87	1,400.00	1,400.00	910.13	35 %
376	Webpage- Upgrade/Maint	72.00	216.00	876.00	876.00	660.00	25 %
380	Utilities - alarm service	52.80	153.30	700.00	700.00	546.70	22 %
381	Utilities - electric	0.00	14,254.78	70,000.00	70,000.00	55,745.22	20 %
382	Utilities - propane	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
383	Utilities - trash	51.99	155.97	700.00	700.00	544.03	22 %
385	Dues and subscriptions	0.00	0.00	3,000.00	3,000.00	3,000.00	0 %
386	Education and training	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
393	Advertising and public notices	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
394	LAFCO Allocations	0.00	2,035.69	1,755.00	1,755.00	-280.69	116 %
395	Community Outreach	0.00	0.00	1,200.00	1,200.00	1,200.00	0 %
410	Office Supplies	27.84	175.46	1,000.00	1,000.00	824.54	18 %
459	Scada - Maintenance Fees	0.00	810.81	1,000.00	1,000.00	189.19	81 %
465	Cell phones, radios and pagers	61.60	229.20	1,735.00	1,735.00	1,505.80	13 %
475	Computer supplies and upgrades	0.00	1,731.25	10,000.00	10,000.00	8,268.75	17 %
485	Fuel expense	316.38	377.75	5,000.00	5,000.00	4,622.25	8 %
490	Small tools and equipment	0.00	2,989.30	4,000.00	4,000.00	1,010.70	75 %
495	Uniform expense	0.00	345.57	1,000.00	1,000.00	654.43	35 %
560	Sewer Line Repairs	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
570	Repairs, Maint. and Video Sewer Lines	0.00	0.00	500.00	500.00	500.00	0 %
581	WWTP Expansion	0.00	0.00	250,000.00	250,000.00	250,000.00	0 %
582	WWTP Plant Maintenance	2,675.00	2,675.00	12,000.00	12,000.00	9,325.00	22 %
585	Sludge Removal Project	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
705	Waste Discharge Fees/Permits	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
715	Licenses, permits and fees	0.00	120.00	1,000.00	1,000.00	880.00	12 %
805	Refundable Water/Sewer/Hydrant	0.00	0.00	500.00	500.00	500.00	0 %
940	Bank service charges	17.50	17.50	0.00	0.00	-17.50	*** %
960	Property tax expense	0.00	0.00	200.00	200.00	200.00	0 %
970	WWTF Long Term maintenance	0.00	0.00	100,000.00	100,000.00	100,000.00	0 %
990	Retirement/Health Ins Liability	0.00	0.00	7,707.00	7,707.00	7,707.00	0 %
	Account Total:	28,673.79	96,838.19	953,716.00	953,716.00	856,877.81	10 %
	Account Group Total:	28,673.79	96,838.19	953,716.00	953,716.00	856,877.81	10 %
	Fund Total:	28,673.79	96,838.19	953,716.00	953,716.00	856,877.81	10 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
50 WATER DEPARTMENT							
65000 Water							
65000 Water							
	105 Salaries and Wages	14,203.33	30,890.69	213,252.00	213,252.00	182,361.31	14 %
	109 Stand-by Hours	530.82	1,935.01	7,500.00	7,500.00	5,564.99	26 %
	110 Payroll tax expense	0.00	0.00	12,903.00	12,903.00	12,903.00	0 %
	111 BOD Stipend	304.00	494.00	2,279.00	2,279.00	1,785.00	22 %
	115 Payroll Expenses	243.45	632.83	1,000.00	1,000.00	367.17	63 %
	120 Workers' Compensation	398.11	5,762.13	6,100.00	6,100.00	337.87	94 %
	135 Payroll Tax - FICA	51.91	71.03	0.00	0.00	-71.03	*** %
	140 Payroll Tax - Medicare	220.07	650.61	0.00	0.00	-650.61	*** %
	155 Payroll Tax - SUI	36.34	78.42	0.00	0.00	-78.42	*** %
	205 Insurance - Health	1,994.06	4,176.62	36,168.00	36,168.00	31,991.38	12 %
	206 Insurance - CalPers Health Retiree	105.18	210.36	600.00	600.00	389.64	35 %
	210 Insurance - Dental	0.00	0.00	1,200.00	1,200.00	1,200.00	0 %
	215 Insurance - Vision	0.00	0.00	400.00	400.00	400.00	0 %
	225 Retirement - PERS expense	0.00	5,136.96	19,000.00	19,000.00	13,863.04	27 %
	305 Operations and maintenance	256.81	743.66	8,000.00	8,000.00	7,256.34	9 %
	310 Phone and fax expense	107.19	294.38	1,800.00	1,800.00	1,505.62	16 %
	315 Postage, shipping and freight	250.00	500.00	4,000.00	4,000.00	3,500.00	13 %
	320 Printing and reproduction	110.86	566.32	1,000.00	1,000.00	433.68	57 %
	324 Professional Svcs- GSA-GSP	4,290.00	6,340.82	20,000.00	20,000.00	13,659.18	32 %
	325 Professional svcs - Accounting	2,342.70	3,841.80	11,396.00	11,396.00	7,554.20	34 %
	326 Professional svcs - Engineering	3,135.00	3,135.00	20,000.00	20,000.00	16,865.00	16 %
	327 Professional svcs - Legal (General)	0.00	0.00	24,691.00	24,691.00	24,691.00	0 %
	328 Insurance - prop and liability	0.00	15,742.20	14,414.00	14,414.00	-1,328.20	109 %
	329 New Hire Screening	0.00	0.00	100.00	100.00	100.00	0 %
	330 Contract labor	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	331 Professional Services - Legal	0.00	0.00	21,150.00	21,150.00	21,150.00	0 %
	332 Professional Services - Legal	0.00	0.00	100,000.00	100,000.00	100,000.00	0 %
	334 Maintenance Agreements	3,079.68	4,048.89	6,600.00	6,600.00	2,551.11	61 %
	335 Meals - Reimbursement	0.00	0.00	200.00	200.00	200.00	0 %
	340 Meetings and conferences	0.00	0.00	950.00	950.00	950.00	0 %
	345 Mileage expense reimbursement	132.23	132.23	1,000.00	1,000.00	867.77	13 %
	350 Repairs and maint - computers	641.69	766.38	3,300.00	3,300.00	2,533.62	23 %
	351 Repairs and maint - equip	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	352 Repairs and maint - structures	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	353 Repairs & Maint- Infrastructure	1,452.23	8,075.95	25,000.00	25,000.00	16,924.05	32 %
	354 Repairs and maint - vehicles	0.00	187.63	2,000.00	2,000.00	1,812.37	9 %
	356 Testing & Supplies - Well #3 (Water)	45.00	164.33	3,500.00	3,500.00	3,335.67	5 %
	357 Testing & Supplies - Well #4 (Water)	45.00	164.33	3,500.00	3,500.00	3,335.67	5 %
	358 Testing & Supplies- SLT Well (Water)	313.00	943.34	6,000.00	6,000.00	5,056.66	16 %
	359 Testing & Supplies-Other	190.00	922.00	6,000.00	6,000.00	5,078.00	15 %
	362 Cross-Connection Control Svcs.	98.60	204.20	1,000.00	1,000.00	795.80	20 %
	375 Internet expenses	103.32	309.96	1,400.00	1,400.00	1,090.04	22 %
	376 Webpage- Upgrade/Maint	76.00	228.00	912.00	912.00	684.00	25 %
	380 Utilities - alarm service	52.80	153.30	700.00	700.00	546.70	22 %
	381 Utilities - electric	0.00	9,826.11	55,000.00	55,000.00	45,173.89	18 %
	382 Utilities - propane	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	383 Utilities - trash	51.99	155.97	700.00	700.00	544.03	22 %
	385 Dues and subscriptions	0.00	0.00	2,600.00	2,600.00	2,600.00	0 %

10/18/19
13:24:31

SAN MIGUEL COMMUNITY SERVICES DISTRICT
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 9 / 19

Page: 6 of 7
Report ID: B100C

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
50 WATER DEPARTMENT							
	386 Education and training	0.00	0.00	3,000.00	3,000.00	3,000.00	0 %
	393 Advertising and public notices	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	394 LAFCO Allocations	0.00	2,035.69	1,755.00	1,755.00	-280.69	116 %
	395 Community Outreach	0.00	0.00	1,200.00	1,200.00	1,200.00	0 %
	410 Office Supplies	29.39	181.32	1,000.00	1,000.00	818.68	18 %
	459 Scada - Maintenance Fees	0.00	810.81	1,000.00	1,000.00	189.19	81 %
	465 Cell phones, radios and pagers	73.50	265.00	1,828.00	1,828.00	1,563.00	14 %
	475 Computer supplies and upgrades	0.00	1,731.25	10,000.00	10,000.00	8,268.75	17 %
	481 Chemicals- Well #3	0.00	936.19	3,000.00	3,000.00	2,063.81	31 %
	482 Chemicals-Well #4	0.00	968.07	3,500.00	3,500.00	2,531.93	28 %
	483 Chemicals-SLT Well	0.00	569.42	1,500.00	1,500.00	930.58	38 %
	485 Fuel expense	316.38	377.76	3,000.00	3,000.00	2,622.24	13 %
	490 Small tools and equipment	0.00	2,951.67	3,000.00	3,000.00	48.33	98 %
	495 Uniform expense	0.00	345.57	1,000.00	1,000.00	654.43	35 %
	520 Water Main Valves Replacement	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
	525 Water meter replacement	1,250.13	1,250.13	15,000.00	15,000.00	13,749.87	8 %
	526 Development Meters	0.00	3,448.49	0.00	0.00	-3,448.49	*** %
	535 Water Lines Repairs	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
	605 USDA Loan Payment	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
	715 Licenses, permits and fees	0.00	0.00	6,500.00	6,500.00	6,500.00	0 %
	805 Refundable Water/Sewer/Hydrant	0.00	0.00	500.00	500.00	500.00	0 %
	930 Interest Fees	0.00	2,039.19	50,000.00	50,000.00	47,960.81	4 %
	940 Bank service charges	24.95	55.38	0.00	0.00	-55.38	*** %
	990 Retirement/Health Ins Liability	0.00	0.00	8,050.00	8,050.00	8,050.00	0 %
	Account Total:	36,555.72	125,451.40	822,148.00	822,148.00	696,696.60	15 %
	Account Group Total:	36,555.72	125,451.40	822,148.00	822,148.00	696,696.60	15 %
	Fund Total:	36,555.72	125,451.40	822,148.00	822,148.00	696,696.60	15 %
60 SOLID WASTE DEPARTMENT							
66000 SOLID WASTE							
	105 Salaries and Wages	877.41	2,502.35	10,239.00	10,239.00	7,736.65	24 %
	110 Payroll tax expense	0.00	0.00	800.00	800.00	800.00	0 %
	111 BOD Stipend	16.00	26.00	109.00	109.00	83.00	24 %
	115 Payroll Expenses	12.81	30.23	100.00	100.00	69.77	30 %
	120 Workers' Compensation	0.31	1.39	100.00	100.00	98.61	1 %
	135 Payroll Tax - FICA	3.11	4.22	0.00	0.00	-4.22	*** %
	140 Payroll Tax - Medicare	15.07	42.33	0.00	0.00	-42.33	*** %
	155 Payroll Tax - SUI	0.00	0.15	0.00	0.00	-0.15	*** %
	205 Insurance - Health	89.30	184.73	1,164.00	1,164.00	979.27	16 %
	210 Insurance - Dental	0.00	0.00	100.00	100.00	100.00	0 %
	215 Insurance - Vision	0.00	0.00	100.00	100.00	100.00	0 %
	225 Retirement - PERS expense	0.00	246.34	200.00	200.00	-46.34	123 %
	305 Operations and maintenance	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	315 Postage, shipping and freight	0.00	0.00	500.00	500.00	500.00	0 %
	320 Printing and reproduction	0.00	0.55	500.00	500.00	499.45	0 %
	325 Professional svcs - Accounting	123.30	202.20	547.00	547.00	344.80	37 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
60 SOLID WASTE DEPARTMENT							
	327 Professional svcs - Legal (General)	0.00	0.00	1,185.00	1,185.00	1,185.00	0 %
	328 Insurance - prop and liability	0.00	363.98	100.00	100.00	-263.98	364 %
	331 Professional Services - Legal	0.00	0.00	900.00	900.00	900.00	0 %
	334 Maintenance Agreements	52.26	72.43	300.00	300.00	227.57	24 %
	340 Meetings and conferences	0.00	0.00	200.00	200.00	200.00	0 %
	345 Mileage expense reimbursement	8.05	8.05	46.00	46.00	37.95	18 %
	350 Repairs and maint - computers	8.02	14.58	100.00	100.00	85.42	15 %
	376 Webpage- Upgrade/Maint	4.00	12.00	44.00	44.00	32.00	27 %
	384 Trash Recepticles	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	385 Dues and subscriptions	0.00	0.00	50.00	50.00	50.00	0 %
	386 Education and training	0.00	0.00	500.00	500.00	500.00	0 %
	393 Advertising and public notices	0.00	0.00	500.00	500.00	500.00	0 %
	394 LAFCO Allocations	0.00	339.28	293.00	293.00	-46.28	116 %
	395 Community Outreach	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	410 Office Supplies	1.55	5.87	25.00	25.00	19.13	23 %
	465 Cell phones, radios and pagers	1.05	12.60	77.00	77.00	64.40	16 %
	475 Computer supplies and upgrades	0.00	0.00	200.00	200.00	200.00	0 %
	990 Retirement/Health Ins Liability	0.00	0.00	343.00	343.00	343.00	0 %
	Account Total:	1,212.24	4,069.28	24,322.00	24,322.00	20,252.72	17 %
	Account Group Total:	1,212.24	4,069.28	24,322.00	24,322.00	20,252.72	17 %
	Fund Total:	1,212.24	4,069.28	24,322.00	24,322.00	20,252.72	17 %
	Grand Total:	85,147.13	314,073.92	2,297,805.00	2,297,805.00	1,983,731.08	14 %

10/18/19
15:18:20SAN MIGUEL COMMUNITY SERVICES DISTRICT
Cash Report
For the Accounting Period: 9/19Page: 1 of 1
Report ID: L160

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
20 FIRE PROTECTION DEPARTMENT						
10200 Operating Cash - Premier	211,541.18	3,712.87	0.00	11,143.78	4,799.10	199,311.17
10250 HOB - Payroll	-565.46	11,143.78	0.00	9,710.75	351.31	516.26
10340 HOB Bank Water Projects 6598	187,825.00	0.00	0.00	0.00	0.00	187,825.00
10350 HOB - Capital Reserve Acct.	202,502.46	26.17	0.00	0.00	0.00	202,528.63
Total Fund	601,303.18	14,882.82		20,854.53	5,150.41	590,181.06
30 STREET LIGHTING DEPARTMENT						
10200 Operating Cash - Premier	220,526.15	386.97	0.00	1,070.28	3,128.66	216,714.18
10250 HOB - Payroll	22.52	1,070.28	0.00	845.95	241.16	5.69
10340 HOB Bank Water Projects 6598	40,984.50	0.00	0.00	0.00	0.00	40,984.50
10350 HOB - Capital Reserve Acct.	70,137.57	4.76	0.00	0.00	0.00	70,142.33
10460 Cantella & Co. Investment Acct.	149,286.43	366.57	0.00	0.00	0.00	149,653.00
Total Fund	480,957.17	1,828.58		1,916.23	3,369.82	477,499.70
40 WASTEWATER DEPARTMENT						
10200 Operating Cash - Premier	227,050.07	74,485.63	0.00	17,119.57	34,597.35	249,818.78
10250 HOB - Payroll	1,985.59	16,868.50	0.00	12,702.87	3,358.70	2,792.52
10260 Pac Western Bank --Vehicle	1,002.81	0.00	0.00	25.00	0.00	977.81
10350 HOB - Capital Reserve Acct.	203,286.99	42.83	0.00	0.00	0.00	203,329.82
Total Fund	433,325.46	91,396.96		29,847.44	37,956.05	456,918.93
50 WATER DEPARTMENT						
10150 Cash in SLO County	75,215.66	0.00	0.00	0.00	0.00	75,215.66
10200 Operating Cash - Premier	-102,418.50	95,792.33	141.66	19,078.83	36,031.77	-61,595.11
10250 HOB - Payroll	2,684.42	18,888.06	0.00	14,268.91	3,678.41	3,625.16
10341 Pacific Premier Water Projects	0.00	31.36	0.00	0.00	0.00	31.36
10350 HOB - Capital Reserve Acct.	14,604.74	45.20	0.00	0.00	0.00	14,649.94
10400 HOB - USDA Reserve	66,931.80	2.75	0.00	0.00	0.00	66,934.55
Total Fund	57,018.12	114,759.70	141.66	33,347.74	39,710.18	98,861.56
60 SOLID WASTE DEPARTMENT						
10200 Operating Cash - Premier	96,789.11	3,465.05	0.00	1,077.29	178.12	98,998.75
10250 HOB - Payroll	128.59	1,077.29	0.00	848.70	189.70	167.48
10340 HOB Bank Water Projects 6598	12,161.00	0.00	0.00	0.00	0.00	12,161.00
10350 HOB - Capital Reserve Acct.	49.92	0.00	0.00	0.00	0.00	49.92
Total Fund	109,128.62	4,542.34		1,925.99	367.82	111,377.15
73 CLAIMS CLEARING FUND						
10200 Operating Cash - Premier	745.07	0.00	78,593.34	46,796.52	0.00	32,541.89
10250 HOB - Payroll	0.00	0.00	7,819.28	6,987.53	0.00	831.75
Total Fund	745.07		86,412.62	53,784.05		33,373.64
Totals	1,682,477.62	227,410.40	86,554.28	141,675.98	86,554.28	1,768,212.04

*** Transfers In and Transfers Out columns should match. There are a couple exceptions to this: 1) Canceled Electronic Checks and 2) Payroll Journal Vouchers that include local deductions set up with receipt accounting. Please see cash reconciliation procedure in manual or call for more details.



San Miguel Community Services District

Board of Directors Staff Report

October 24, 2019

AGENDA ITEM: XI. 2

SUBJECT: Consideration and approval of Resolution 2018-33 approving the proposal from Monsoon Consultants for Project Management, Civil Engineering, Architectural Design for the overall site development and operations buildings relating to the Machado Wastewater Treatment Facility Expansion in an amount of \$178,000.

RECOMMENDATION:

Adopt Resolution 2018-33 approving the proposal from Monsoon Consultants for Project management, civil engineering, and architectural design for the overall site development and operations buildings relating to the Machado Wastewater Treatment Facility Expansion

BACKGROUND:

The Director of Utilities requested a proposal from the District Engineer, Monsoon Consultants, to provide project management, civil engineering and architectural design services for the expansion and upgrade of the Machado Wastewater Treatment Facility (WWTF). Engineering for the WWTF expansion/ upgrade has been in process since September 2018 when the Board authorized Monsoon Consultants to prepare and engineering study for the WWTF expansion and a Basin Recharge Study, both of those studies were completed earlier this year.

All the services which Monsoon Consultants outlines in its proposal are within the scope of the District Engineer as indicated in their master contract with the District. As a professional service these services can be provided by the District Engineer without soliciting bids from outside entities. Coupled with the in-depth knowledge the District Engineer possesses regarding the Districts infrastructure and facilities as well as this project in particular it is in the best interest of the District to continue these services with Monsoon Consultants to maintain a continuous work product and reduce overall cost for this phase of the project.

The District has applied for a grant from Department of Water Resources for \$250,000 which is likely to be released later this year. If this grant is approved much of the cost for the proposed services will be reimbursed through the grant. However, if the grant is not awarded then the

District will still need to move forward with the final design of the WWTF in order to meet the deadline provided by the Waterboard.

In June 2018, SMCSD received a formal letter from the California Water Boards Central Coast Regional Water Quality Control Board (CWB) stating a Wastewater Treatment Plant expansion is required for treatment of effluent quality. In that letter, in that letter, the CWB states *“our analysis of recent flow volumes shows that the current wastewater treatment plant will reach capacity (200,000 gallons per day) in less than 3 years, and we therefore urge you to proceed with expansion planning and construction with all due haste”*

In order to meet the timeline that was outlined by the Waterboard the District needs to move forward with design and engineering documents in order to keep on track. Staff is continually looking for funding sources but unfortunately the District cannot idle the project to wait for grant funding.

Under the terms of the attached proposal, Monsoon Consultants proposes to provide project management, Site Development Design and Engineering, and Operations and Maintenance Facility Design & Engineering. Under no circumstances will the cost of Monsoon’s services, as they relate to the project deliverables described herein, exceed the amount proposed without written approval from the District.

FUNDING:

Funding for this project will initially come from the Wastewater Fund

If the DWR grant is approved, then much of the cost of the proposal will be reimbursed.

Budget adjustments will be needed as follows:

- Expense line 40-587 WWTF Final Design/ Construction Docs \$178,000
- Revenue line 40-46008 DWR grants in the amount of \$250,000 (if grant is approved)

FISCAL IMPACT

The \$178,000 proposed cost will be paid from Wastewater Rates and Capital reserves.

If the \$250,000 DWR grant is approved, much of the proposed cost may be reimbursed.

Kelly Dodds

Kelly Dodds, Director of Utilities

Attachments: Resolution 2018-33
Monsoon Consultants Proposal 2019.10.002



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 San Luis Obispo, CA 93406
 (805) 476-6168
breely@monsoonconsultants.com

x

Proposal
 Invoice
 Change Order No.
 Work Authorization

Submitted To:	Project Information:
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Client:	San Miguel Community Services District	Project Name:	Project Management and Civil & Architectural Design Development Services for the San Miguel CSD WWTP Renovation & Expansion Project
Company:	San Miguel Community Services District	Project No.:	2019.10.002
Address:	PO Box 180 1150 Mission Street San Miguel CA 93451	Proposal Date:	October 10, 2019
Contact:	Kelly Dodds, Director of Utilities		
E-mail:	kelly.dodds@sanmiguelcsd.org		
Phone:	(805) 467-3388 Ext 206	Location:	San Miguel, CA
Fax:	(805) 467-9212	Owner:	San Miguel Community Services District

Monsoon Consultants (MONSOON) Hereby Submits: Our fee proposal and work authorization for Project Management and Civil & Architectural Design Development / Construction Documentation Services for the San Miguel CSD WWTP Renovation & Expansion Project

Basic Scope of Work

Monsoon Consultants (Monsoon) is pleased to offer this proposal to serve as Project Manager and provide Civil & Architectural Design Development Services for the overall site development and the new Operations & Maintenance Facility components of the San Miguel CSD WWTP Renovation & Expansion Project. This work will be provided in conjunction with the Final Design Development and Construction Documentation Phase, with the project deliverables to include Final Construction Documents, CEQA / NEPA Environmental Compliance Documents, and the necessary permits to allow the District to proceed with the construction of the WWTP Renovation & Expansion Project. The District is upgrading and expanding the existing WWTP for the following reasons:

- Meet the Central Coast Regional Water Quality Control Board existing and anticipated waste discharge requirements,
- Provide sufficient treatment capacity to accommodate the future projected average daily flow of 0.45 MGD,
- Provide recycled effluent which meets the Title 22 requirements for either agricultural irrigation or groundwater recharge purposes.

The design elements to be incorporated into the new WWTP were identified in the "*WASTEWATER TREATMENT FACILITY UPGRADE / EXPANSION ENGINEERING REPORT*" which was prepared by Monsoon Consultants and adopted by the Board on January 24, 2019. Exhibit Nos. 1 & 2 are attached which graphically depict how the future WWTP will be configured. These depictions are for intended to provide a conceptual view of the future WWTP. It is important to understand that the final plant configuration may be significantly different, pending the completion of the final design process.

Under the proposed project delivery strategy, Monsoon understands that a separate contract will be issued by the District for the design (and build) of the WWTP Process Systems, to include:

1. Plant Headworks
2. Septage Receiving Station
3. Coarse Screening
4. Grit Removal
5. Influent Lift Station



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6. Fine Screening
7. Membrane Bio-Reactor
8. Biosolids Aerobic Digester
9. Digested Biosolids Dewatering
10. In-Vessel UV Disinfection
11. Treated Effluent (Recycled) Pumping Station
12. Treatment Process / Blower / Chemical Storage Building

Monsoon will develop the Request for Proposals for this work. In addition, Monsoon will develop a separate RFP for the solicitation of services of a consultant to provide the District technical assistance as required for any environmental assessments and documentation required for CEQA and/or NEPA compliance. Based on discussions with District staff, it is understood that a separate RFP for the design (and build) of the SCADA system which will be required for integration of the new WWTP facilities into the District's existing SCADA system. An organization chart is attached (Exhibit 3) which graphically depicts the roles of the various project team members.

For the purposes of this proposal, Monsoon offers to perform the following scope of services for the project management, site civil design / engineering, and Operations & Maintenance Facility design / engineering components of the project:

1. PROJECT MANAGEMENT

- Our Project Manager will be Blaine Reely. He will serve as the primary point of contact between the project team and the District's Director of Utilities. The primary responsibilities of the project manager will include the following:
 - i. Integration and Coordination of the Project Team
 - ii. Budget and Schedule Management
 - iii. Progress Reporting to Staff & District Board of Directors
 - iv. Quality Control & Quality Assurance
 - v. Risk Management
 - vi. Coordination of Value Engineering & Constructability Reviews
 - vii. Coordination with Utilities and Permitting Agencies
- Schedule and coordinate regular project team coordination and status meetings, prepare agenda, prepare meeting minutes and summarize action items. Meetings will be held a minimum of twice per month.
- Provide monthly status reports and updates to District Board of Directors.
- Attend regular meetings with District staff to review project status, resolve issues, and address any concerns and / or questions.
- Provide informational updates to the public and interested stakeholders as required.
- Provide assistance as required to District staff in the preparation, coordination, and timely acquisition of all required permits and entitlements in preparation for the construction phase.
- Provide assistance as required to District staff during the bidding phase of the project, as required.

2. SITE DEVELOPMENT DESIGN & ENGINEERING

- In our role as District Engineer, Monsoon will provide the required design and civil engineering services for the overall WWTP site development to include the following project elements:
 - i. Site Demolition & Preparation
 - ii. Grading
 - iii. Drainage
 - iv. Stormwater & Erosion Control
 - v. Ponds
 - vi. Access / Circulation Roads
 - vii. Parking
 - viii. Fire Training Area
 - ix. Yard Piping
 - x. Utility Services (i.e. water (potable, recycled & fire protection), sewer, gas, electric, communications)
 - xi. Security Fencing



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- xii. Site Lighting
 - xiii. Ancillary Structures & Facilities
 - xiv. Back-up Power Supply
 - Monsoon will prepare project deliverables which will include construction documentation, including contract plans, technical specifications, and cost estimates (P.S.& E.) for the site development elements of the project. Monsoon will submit progress packages of plans, technical specifications, and cost estimates at 30%, 60%, 90%, 100%, and at the Final completion stage of the project for District and other agency review. Monsoon will incorporate the comments received after the reviews and incorporate the comments into the following progress package.
3. OPERATIONS AND MAINTENANCE FACILITY DESIGN & ENGINEERING
- In our role as District Engineer, Monsoon will provide the required architectural design and engineering services for the Operations and Maintenance Facility to include the following project elements:
 - i. Architecture
 - ii. Mechanical / Plumbing / Fire Protection Engineering
 - iii. Electrical / Controls Engineering
 - iv. Structural Engineering
 - v. Geotechnical Engineering
 - vi. ADA Compliance
 - vii. Landscape Design
 - Monsoon will prepare project deliverables which will include construction documentation, including contract plans, technical specifications, and cost estimates (P.S.& E.) for the Operations and Maintenance Facility elements of the project. Monsoon will submit progress packages of plans, technical specifications, and cost estimates at 30%, 60%, 90%, 100%, and at the Final completion stage of the project for District and other agency review. Monsoon will incorporate the comments received after the reviews and incorporate the comments into the following progress package.

Items Not Included In Scope of Work

The work to be provided by MONSOON is generally described as a public works design and construction documentation project. This Project will require a Storm Water Pollution Prevention Plan (SWPPP) based on the information provided in the RFP. It should be noted that any costs required for permit and application fees, surveying, soils testing, legal, environmental studies, non-engineering disciplines, and any other services not specifically described in the Basic Scope of Work description above are not included in the fee and if requested by the client will be subject to a contract addendum.

Fee

MONSOON's fees for the scope of services described herein shall be based on man hours expended by staff, billed at the hourly rates presented below. MONSOON's fees for the scope of services described herein shall be based on man hours expended by staff, billed at the hourly rates presented below. **For budgetary purposes, we estimate that the total fee for the services described herein in Table 1.**

Labor Rates

Principal Engineer / Hydrologist	\$145.00 / Hr
Project Manager	\$120.00 / Hr
Senior Engineer / Scientist	\$130.00 / Hr
Senior Civil Designer	\$120.00 / Hr
Associate Engineer / Scientist	\$ 110.00 / Hr
CAD / GIS Technician	\$ 75.00 / Hr
Administrative Support Staff	\$ 45.00 / Hr

P.O. Box 151
San Luis Obispo, CA 93406
(805) 476-6168
breely@monsoonconsultants.com

Schedule

MONSOON can initiate the scope of work described herein immediately upon receipt of a Notice to Proceed. We anticipate that the project management services will be required throughout the entire final design development & construction documentation, permitting, and bidding phases of the project. Based on our current understanding of the project, our goal is to be initiate the bidding process on or before August 1, 2020. We anticipate that Final Construction/Bidding Documents can be complete and ready for incorporation into the complete bidding package(s) a minimum of sixty (60) days before the date that the District elects to advertise for bids. Timing for final agency approval will be largely dictated by the reviewing agency review and approval schedules.

Limit of Liability

Neither MONSOON, its employees, nor MONSOON'S sub-consultants and their agents or employees shall be jointly, severally, or individually liable to the owner in excess of the compensation to be paid pursuant to this agreement or of Twenty Five Thousand Dollars (\$25,000.00), whichever is greater, by any reason of any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.

Please return a signed copy of this proposal to authorize us to proceed with the project and authorization of payment.

Blaine T. Reely

Blaine T. Reely, PhD, P.E.
Monsoon Consultants

October 10, 2019
Date

Acceptance by Client:

Client's Signature

Date

Printed Name

Firm/Company (Printed)



P.O. Box 151
 San Luis Obispo, CA 93406
 (805) 476-6168
 breely@monsoonconsultants.com

TERMS

PROPOSAL

1. Proposals are valid for thirty (30) consecutive calendar days from the date of MONSOON's signature, after which MONSOON reserves the right to reevaluate its proposal with respect to, but not limited to, costs, schedules, delays, scope of work, etc.
2. Proposals do not include any overtime charges unless specifically stated.
3. Proposals do not include reimbursable charges unless specifically stated.
4. Proposals do not include costs for permits, fees, taxes, and plan review processes of governing jurisdictions. Such costs will be considered as reimbursable charges.
5. Reimbursable charges are added charges to proposal value indicated.
6. Proposals are based on a defined and agreed upon scope of work and schedule.

INVOICE

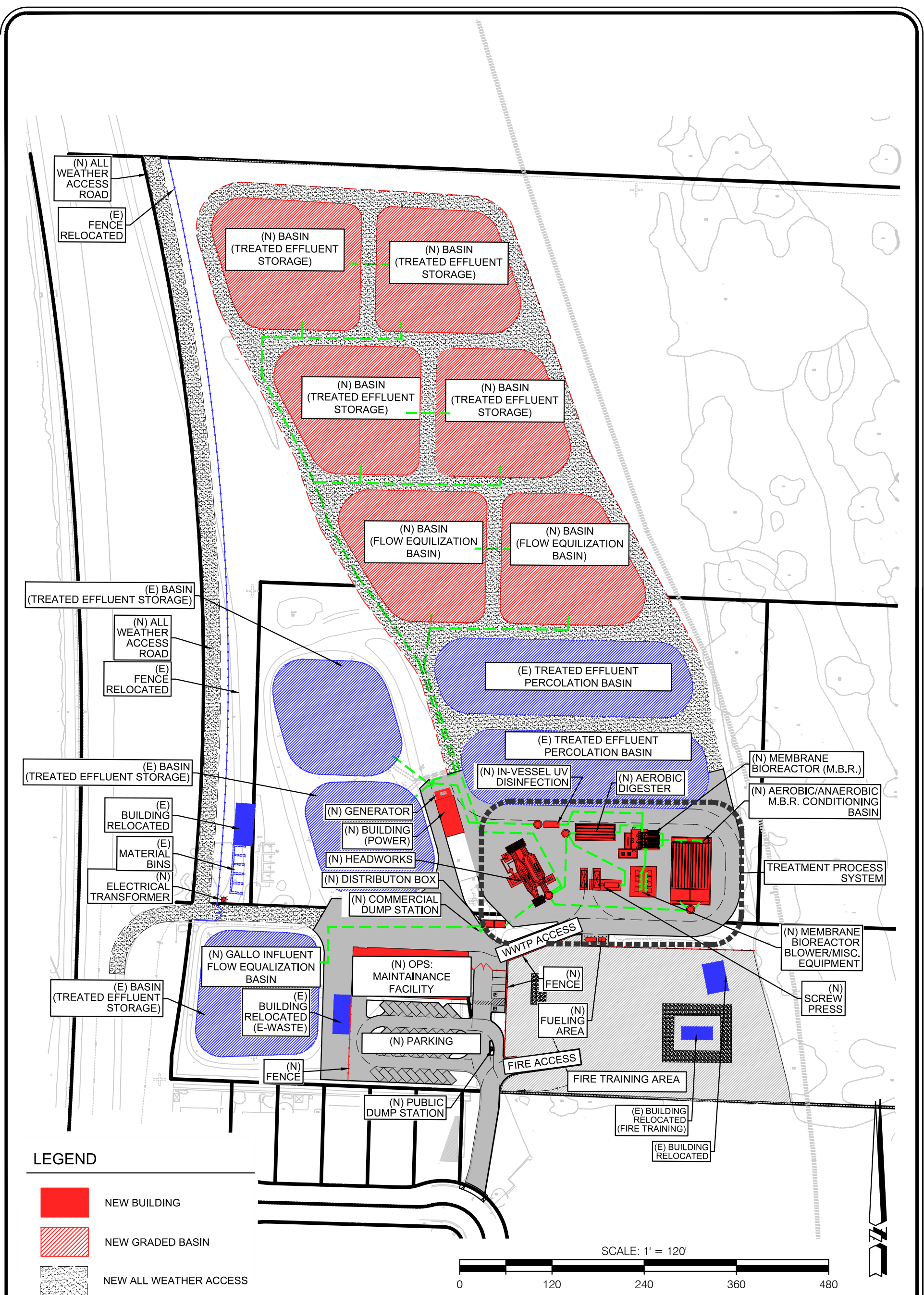
1. Invoice payment is due within thirty (30) business days from date of MONSOON'S invoice.
2. Remit payment with a copy of this form for proper processing.
3. Make all checks payable to MONSOON CONSULTANTS.
4. Payments are past due the 31ST business day from the date of MONSOON'S invoice, after which a penalty of one and one-half percent (1 1/2%) of the unpaid balance will be assessed per month until payment in full is received, including penalty assessments.

CHANGE ORDER

1. Change order represents a change in the original scope of work for which MONSOON was contracted.
2. Change order may be due to many reasons such as, but not limited to, change in technical scope, schedule, costs, delays, permits, fees, travel, etc.
3. Change order does not change the basic language of the original contract for which the change order is addressed.
4. Change order may or may not show the associated cost for the work described. If a cost is not shown, it is agreed that both parties will meet to finalize the cost prior to completion of work defined in the change order.
5. Change orders must be signed by MONSOON and the Client or Client's authorized representative.
6. Acceptance by Client or Client's authorized representative constitutes authorization to proceed with the work associated with the change order and Client further agrees to fully compensate MONSOON for the work.
7. Change order date is the date of acceptance by the Client or Client's representative.
8. Acceptance signatures are considered by MONSOON to be binding for the Client.

WORK AUTHORIZATION

1. Work authorization date is the signature date of the Client or Client's authorized representative.
2. Acceptance signatures are considered by MONSOON to be binding for the Client.
3. Work authorization in conjunction with a proposal or change order constitutes acceptance of the proposal or change order.
4. **MONSOON WILL NOT PROCEED WITH THE WORK OR INCUR ANY COSTS ASSOCIATED WITH A PROPOSAL OR CHANGE ORDER WITHOUT AN ACCEPTANCE SIGNATURE FOR WORK AUTHORIZATION.**



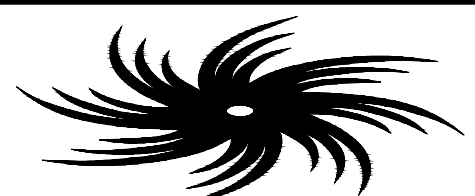
LEGEND

- NEW BUILDING
- NEW GRADED BASIN
- NEW ALL WEATHER ACCESS
- NEW PAVING
- EXISTING BUILDING
- EXISTING BASIN
- NEW PIPING

SCALE: 1' = 120'



**EXHIBIT 1
PRELIMINARY WASTE WATER
TREATMENT PLANT SITE PLAN**



MONSOON

P.O. BOX 151 SAN LUIS OBISPO, CA 93406
805-476-6168 PH. breely@monsoonconsultants.com

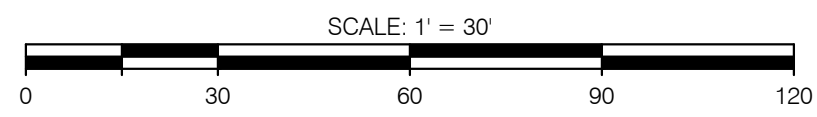
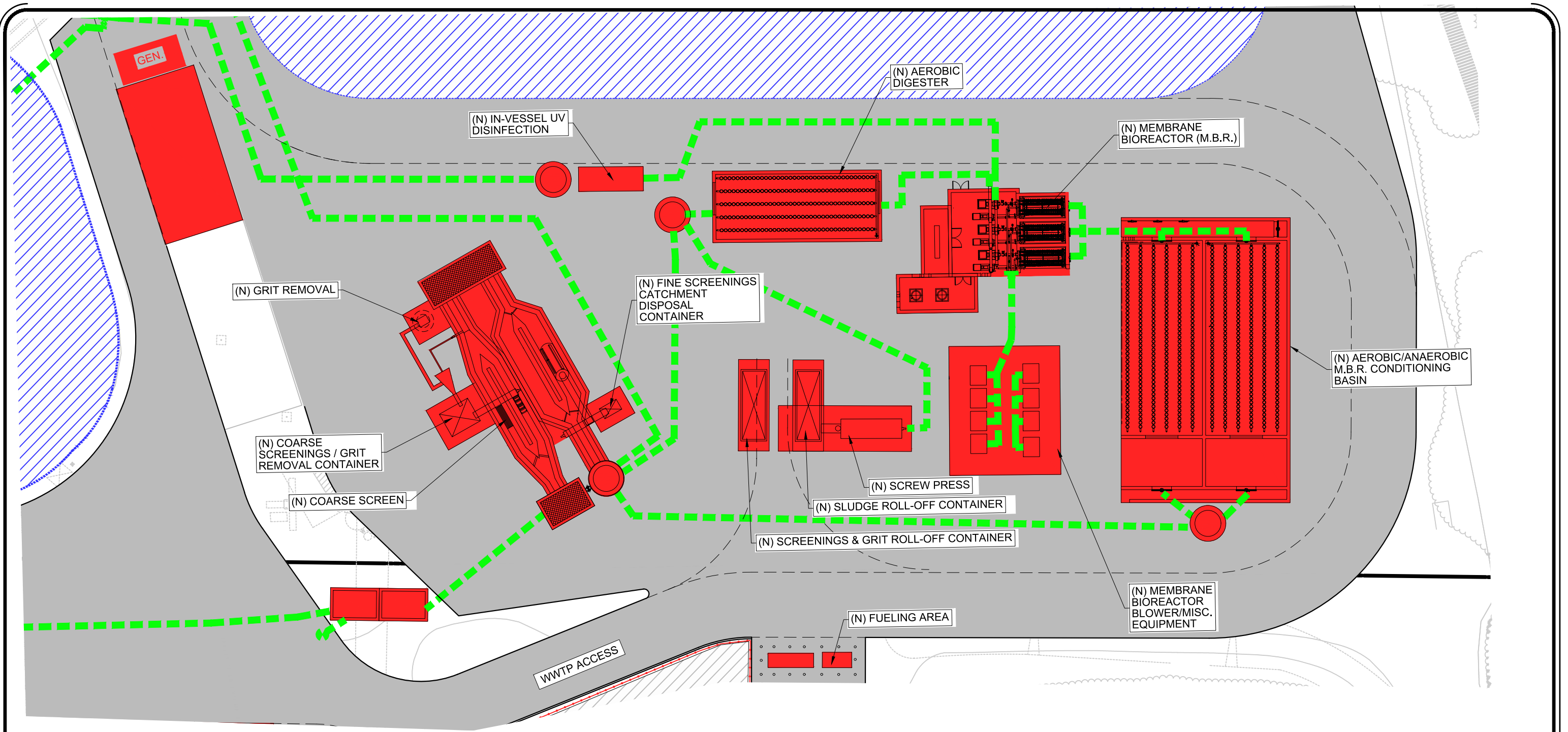


EXHIBIT 2
TREATMENT PROCESS SYSTEM

MONSOON
 P.O. BOX 151 SAN LUIS OBISPO, CA 93406
 805-476-6168 PH. breely@monsoonconsultants.com

San Miguel Community Services District WWTP Upgrade & Expansion Project DESIGN TEAM



Kelly Dodds
Director of Utilities

Blaine Reely, PhD, PE
Project Manager

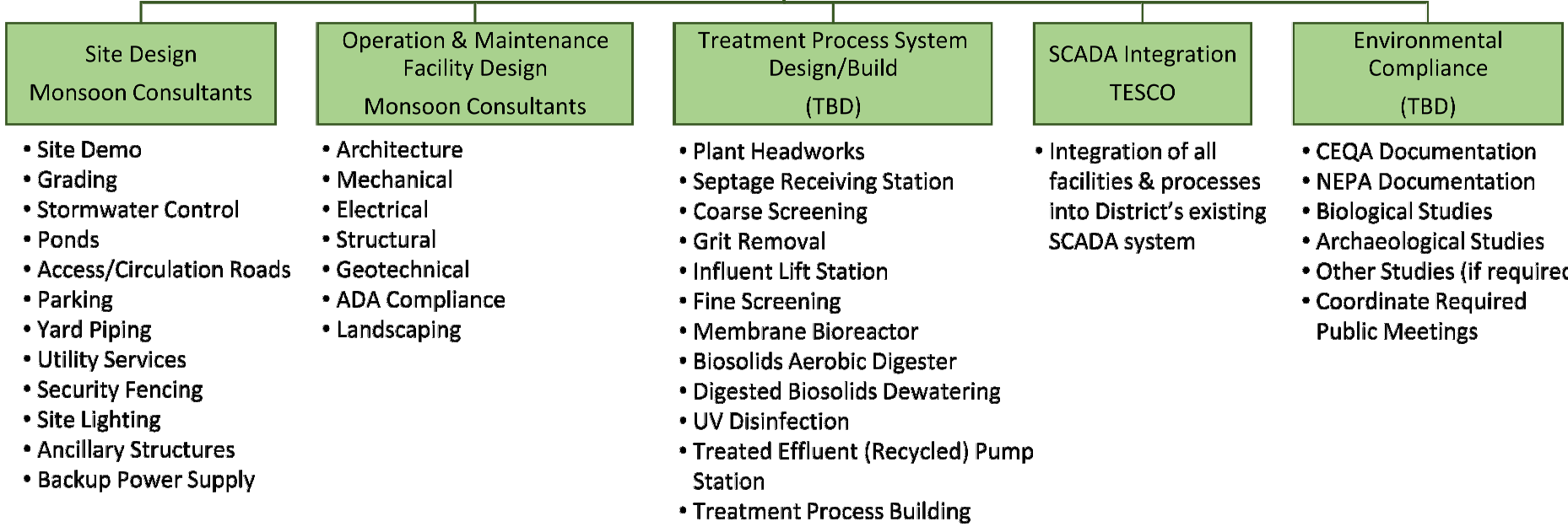
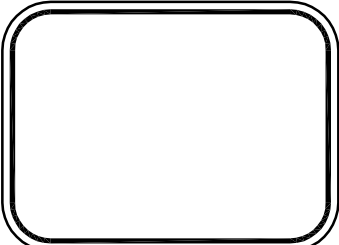


Exhibit Title:
EXHIBIT 3. DESIGN TEAM WORKFLOW

Developer:
**SAN MIGUEL COMMUNITY SERVICES DISTRICT
WASTEWATER TREATMENT PLANT**





MONSOON

P.O. BOX 151 SAN LUIS OBISPO, CA 93406
805-476-6168 PH. breely@monsoonconsultants.com

Table 1
FEE ESTIMATE
San Miguel CSD
WWTP Renovation / Expansion
Final Design Development – Construction Documents

Team Member	PROJECT TASKS (See Proposal Scope of Work)				TOTAL ESTIMATED MANHOURS
	MANHOURLY ESTIMATES				
	HOURLY RATE	Project Management	Site Design & Construction Documents	Operations & Maintenance Facility Design & Construction Documents	
Principal Engineer / Scientist	\$145.00	80	20	10	110
Project Manager	\$120.00	320	40	30	390
Senior Engineer / Scientist	\$130.00		80	10	90
Associate Engineer / Scientist	\$110.00		80	5	85
Senior Civil Designer	\$125.00		150	25	175
Senior CAD / GIS Technician	\$75.00		150	25	175
Technical Writer / Editor	\$75.00	20	60		80
Research / Admin Support	\$45.00	20	40		60
Total Manhour Projections		440	620	105	1165
Architect (Sub-Consultant)				\$15,000.00	
HVAC Engineering (Subconsultant)				\$4,500.00	
Plumbing / Fire Protection Engineering (Subconsultant)				\$4,500.00	
Electrical Engineering (Subconsultant)				\$8,000.00	
Structural Engineering (Subconsultant)				\$7,500.00	
Geotechnical Engineering (Subconsultant)				\$6,500.00	
Landscape Designer (Subconsultant)				\$4,500.00	
Structural Engineer					
Monsoon Consultants Labor		\$52,400	\$63,200	\$62,400	
Direct Expense					
TOTAL FIXED FEE					\$178,000.00

RESOLUTION NO. 2019-33

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT APPROVING THE PROPOSAL
FROM MONSOON CONSULTANTS FOR PROJECT MANAGEMENT, CIVIL
ENGINEERING AND ARCHITECTURAL DESIGN SERVICES FOR THE MACHADO
WASTEWATER TREATMENT FACILITY EXPANSION AND UPGRADE**

WHEREAS, The expansion and upgrade of the Machado WWTF has been a recognized need of the District for several years and is identified in the recently updated Water & Wastewater Masterplan.; and.

WHEREAS, In June 2018, the District received a formal letter from the California Water Boards Central Coast Regional Water Quality Control Board (CWB) stating a Wastewater Treatment Plant expansion is required for treatment of effluent quality; and

WHEREAS, the District Board of Directors formally approves the Proposal 2019.10.002 from Monsoon Consultants for project management and Civil & Architectural Design Development services. The District recognizes that Monsoon Consultants has an intimate understanding of the needs and objectives of the District and is very sensitive to the aggressive timeline that must be achieved. It is understood that under no circumstances will the cost of Monsoon Consultant’s services, as they relate to the project deliverables described in their proposal, exceed the amount of the proposal without authorization; and

WHEREAS, the District Board of Directors authorizes a budget adjustment in the amount of \$178,000 to expense line 40-587 WWTF Final Design/ Construction Docs; and

NOW THEREFORE, BE IT RESOLVED, the Board does, hereby, adopt this Resolution for purposes specified herein.

On the motion of Director _____, seconded by Director _____ and on the following roll call vote, to wit:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAINING:**

The foregoing Resolution is hereby passed and adopted this 24th day of October 2019.

Rob Roberson, Interim General Manager

John Green, Board President

ATTEST:

Douglas L. White, District General Counsel



San Miguel Community Services District

Board of Directors Staff Report

October 24, 2019

AGENDA ITEM: XI. 3

SUBJECT: Review and authorize the release of a Request for Proposal (RFP) for Environmental Services including technical studies and related State, Regional, and Federal Permit Applications for the Machado Wastewater Treatment Facility Expansion.

RECOMMENDATION:

Authorize the release of the Request for Proposal (RFP) for Environmental Services including technical studies and related State, Regional, and Federal Permit Applications for the Machado Wastewater Treatment Facility Expansion.

In preparation of the Construction Documents, securing funding for construction, and ultimately actual construction of the Machado Wastewater Treatment Facility (WWTF) we are required to prepare and file reports for California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA).

Due to the specific nature of environmental review and compliance, it is the recommendation of the Director of Utilities and District Engineer that the District issue this RFP and secure a qualified firm to perform this portion of the design and construction for the WWTF expansion. Without complete and proper documentation, the District will not be able to secure further funding for the expansion and may in fact open itself up to legal challenges if the facts for which the reports are based do not adequately support the findings. It is in this regard that Staff is recommending use of an outside firm to perform these reviews and to develop these findings in preparation of filling CEQA and NEPA reports.

FISCAL IMPACT

There will be minimal cost in posting this RFP including, posting in the paper, online and in plan rooms.

The cost for the proposed services, will be paid from Wastewater Rates and Capital Reserves. Funds for the performance of the referenced RFP will need to be approved once a firm is selected.

Kelly Dodds

Kelly Dodds, Director of Utilities

Attachments: RFP for Environmental Services Including Technical Studies and Related State, Regional and Federal Permit Applications

REQUEST FOR PROPOSALS
FOR
ENVIRONMENTAL SERVICES
INCLUDING TECHNICAL STUDIES AND RELATED STATE,
REGIONAL, AND FEDERAL PERMIT APPLICATIONS



SAN MIGUEL WASTEWATER TREATMENT PLANT
RENOVATION / EXPANSION
SAN MIGUEL, CALIFORNIA

OCTOBER 2019

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Attachment 1: PROFESSIONAL SERVICES AGREEMENT

Exhibit 1 & 2: SCHEMATIC DESIGN OF NEW WWTP LAYOUT

Exhibit 3: PROJECT TEAM ORGANIZATIONAL CHART

ADVERTISEMENT

REQUEST FOR PROPOSALS
FOR
SAN MIGUEL CSD WASTEWATER TREATMENT FACILITY
UPGRADE & EXPANSION

ENVIRONMENTAL SERVICES
INCLUDING TECHNICAL STUDIES AND RELATED STATE,
REGIONAL, AND FEDERAL PERMIT APPLICATIONS

The San Miguel Community Services District (DISTRICT) is soliciting proposals from qualified consultants to complete environmental work related to the upgrade and expansion of the DISTRICT's Wastewater Treatment Facility (WWTF). This upgrade will result in the production of high-quality effluent that will meet California Title 22 requirements for non-contact irrigation of vineyards and / or indirect recharge to the groundwater aquifer, with an ultimate maximum day dry weather flow capacity of 0.60 Million Gallons per Day (MGD).

It is the intent of the DISTRICT to hire a qualified Consultant team that can assist the DISTRICT with the following tasks:

- Environmental evaluation of the project
- Self-Performance and/or coordination of all required technical studies
- Coordination with the District and other project consultants

Upon completion of the scope of work described in this RFP by the Consultant, the DISTRICT intends for the Consultant to produce the following documents for use by the DISTRICT:

- Final Environmental Documents that meet CEQA and NEPA requirements as required by the USDA, USEPA, State Water Quality Control Board, and other agencies as may be required.
- All environmental permit and authorization applications identified for the Project.
- All associated documents and submittals required to support both the Final Environmental Document and all environmental permit and authorization applications necessary to construct the project.
- Provision of a cross-reference (i.e. crosswalk) that verifies meeting all CEQA and NEPA requirements.

It is anticipated this project may be financed in part through the California Clean Water State Revolving Fund Program (CWSRF) and other sources of state and/or federal funding. All environmental documentation must meet the requirements for state and federal funding.

The DISTRICT will be the lead agency. CEQA and NEPA analysis of the project will be required. The DISTRICT believes that the project may be ultimately classified as a "CE (categorical exclusion) with a report" for NEPA purposes. Additionally, the DISTRICT anticipates that under CEQA, the final environmental document is anticipated to be a Mitigated Negative Declaration. All documentation required to meet environmental compliance for the Clean Water State Revolving Fund Program (CWSRF) and the USDA Rural Development Water & Waste Disposal Loan &

Grant Program, shall be prepared, including the Environmental Package Checklists and the Evaluation Forms for Environmental Review and Federal Coordination.

In order for the Consultant to be considered qualified, the firm or project team must demonstrate experience in the successful completion of environmental review projects involving wastewater treatment facilities, of a similar size and scope in California, to the DISTRICT's project. Experience working with the requirements of the USDA Rural Development staff, State Water Quality Control Board environmental staff in Sacramento, Central Coast Regional Water Quality Control Board staff in San Luis Obispo, and the Clean Water State Revolving Fund is desirable.

Interested consultants are invited to submit qualifications in accordance with the requirements of this Request for Proposals (RFP). The Consultant services contract is expected to be awarded in December, 2019, with work completed in May, 2020. The actual time frame to complete the environmental documents and the permit applications as required will be negotiated with the successful Consultant. The DISTRICT intends to select a single consultant team to complete the scope of work as described in this RFP. Any Consultant responding to the RFP must be willing to commit the necessary resources to the project within a mutually agreed upon schedule.

All proposals must be received no later than **December 6, 2019, at 2 p.m. (PST)** at the DISTRICT offices which are located at 1150 Mission Street San Miguel, California 93451. By submitting a proposal for the requested services, each Offeror is certifying that it is a qualified firm and its proposal complies with regulations and requirements stated within the Request for Proposals.

A Pre-Proposal Conference will be held on **November 12, 2019, at 10:00AM (PST)** at the DISTRICT offices which are located at 1150 Mission Street San Miguel, California 93451. Attendance at the Pre-proposal conference is not mandatory.

EQUAL EMPLOYMENT OPPORTUNITY: All qualified Offeror's will receive consideration of contract(s) without regard to race, color, religion, sex or national origin, ancestry, age, physical and mental handicap, serious medical conditions, disability, spousal affiliation, sexual orientation or gender identity.

Request for proposals will be available by contacting Kelly Dodds, Director of Utilities at 1150 Mission Street San Miguel, California 93451, by telephone at (805) 467-3388, or by email at kelly.dodds@sanmiguelcsd.org. RFP's will also be available for via the DISTRICT website at www.sanmiguelcsd.org.

Note: The DISTRICT anticipates that federal funds will be utilized to fund (or partially fund) the work to be provided under the terms of this RFP. Therefore, all respondents, including all sub-consultants, shall be required to be registered with the System for Award Management (SAM), which is an official website of the U.S. The DISTRICT may not enter into a contract with any contractor or subcontractor that has been debarred from working on federally funded projects. The eligibility status of all contractors must be verified by the DISTRICT before being allowed to perform any work on this project.

PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE CONSIDERED AND WILL BE REJECTED BY THE DISTRICT.

I. SUBMITTAL DATA

Seven (7) copies of all proposals must be received by mail, recognized carrier or hand delivered, no later than 2 p.m. (PST) on December 6, 2019, at the DISTRICT offices which are located at 1150 Mission Street San Miguel, California 93451. Late proposals will be returned unopened.

Please note on the envelope "Proposal to provide Environmental Consulting services for the San Miguel CSD WWTF Upgrade & Expansion"

Costs of the preparation of the proposals will be borne by proposer.

This request does not constitute an offer of employment or a contract for services.

The DISTRICT may cancel this solicitation at any time without obligation to any person or firm.

All proposals will become the property of the San Miguel Community Services District.

Any proprietary information contained in the proposal should be clearly identified and may be subject to disclosure pursuant to the California Public Records Act (See Section IX).

All proposals shall comply with current federal, state, and other laws relative thereto.

The contract shall be made in the form adopted by the San Miguel Community Services District (Section VII).

All questions and correspondence should be directed to the DISTRICT's contract manager:

San Miguel Community Services District
Attn: Kelly Dodds, Director of Utilities
1150 Mission Street
San Miguel CA 93451
(805) 467-3388 Ext 206
Email: kelly.dodds@sanmiguelcsd.org

Any proposer seeking clarification of information contained in this Request for Proposals may submit written questions as directed below prior to November 22, 2019. Questions received after this date will not receive a response.

II. INTRODUCTION

The San Miguel Community Services District (SMCSD) owns and operates the municipal wastewater treatment plant (WWTP) which is located near the northern limits of the District, adjacent to the west bank of the Salinas River. The WWTP is subject to the Waste Discharge Requirements Order No. 99-046. The existing WWTP comprises of four (4) partially mixed aerated lagoons in series and three (3) percolation ponds. The WWTP underwent the most recent significant upgrade in the late 1990s, bringing its current and permitted capacity at 200,000 GPD (0.2 MGD). The District currently treats an average of approximately 175,000 GPD. The District acknowledges that the existing WWTP is nearing capacity and requires an expansion and upgrade.



In June 2018, the Central Coast Regional Water Quality Control Board (CCRWQCB) issued a letter to the District in which they informed the District that they should proceed immediately with the planning and engineering for the expansion of the existing WWTP. In the referenced letter, the CCRWQCB stated that because the existing WWTP has been chronically out of compliance with permit limits for total dissolved solids, chloride, and sodium, the District should include salt and nitrogen removal capability in the expansion plans.

In addition to the expanded and enhanced treatment capacity that the District needs to achieve as a consequence of continued population growth within the District boundaries, the District Board of Directors also understands that the expansion and upgrade of the WWTP must also be accomplished in a manner which is compatible with the requirements of the Sustainable Groundwater Management Act (SGMA). For these reasons, the District is also evaluating treatment alternatives to provide recycled effluent which meets the requirements for either agricultural irrigation or possibly for groundwater recharge purposes.

The District retained the services of Monsoon Consultants (Monsoon) to perform an engineering study to identify and evaluate design alternatives for the WWTP expansion and upgrade. The findings, results, conclusions and recommendations of the engineering study are summarized in the WASTEWATER TREATMENT FACILITY UPGRADE / EXPANSION ENGINEERING REPORT which was approved by the DISTRICT Board of Directors on January 24, 2019.

Based on the results of the study, which is summarized in the referenced engineering report, it was recommended that the DISTRICT proceed to the final design phase of the Water Reclamation Facility (WWRF) Project to include the elements of a Membrane Bioreactor WWTP configuration, including UV disinfection facilities to produce a treated (recycled) effluent, which meets California Title 22 requirements for non-contact irrigation of vineyards and / or indirect recharge to the groundwater aquifer, with an ultimate maximum day dry weather flow capacity of 0.60 Million Gallons per Day (MGD). Graphical depictions of the schematic layout of the new WWTP are included in Exhibit Nos. 1 & 2.

To achieve the aggressive project implementation schedule that the District anticipates, the final design development, construction documentation and permitting phase of the project, the District will retain the services of multiple companies. The project will be managed by Monsoon Consultants who currently serves as the District Engineer. Monsoon Consultants will also provide the overall site civil design / engineering, and Operations & Maintenance Facility design / engineering elements of the project. The District will also retain the services of a consultant to provide the District technical assistance as required for any environmental assessments,

documentation, and support required for CEQA and/or NEPA compliance. Based on discussions with District staff, it is also understood that they intend to retain the services of their existing SCADA consultant for the design (and build) of the SCADA system which will be required for integration of the all of the new WWTP facilities, including the wastewater treatment processes, into the District's existing SCADA system. An organizational chart is included as Exhibit 3 which graphically depicts how the project team will be structured.

III. REQUIRED PROPOSAL FORMAT

A qualifying proposal must address all of the following points and may not exceed 30 pages:

1. Cover Letter/Introduction (where the term "firm" is used it may apply to a single firm or a team of firms making the proposal)
 - Discuss your firm's major focus (environmental compliance, biology, archeology, etc).
 - Describe your firm's ownership structure, including information with respect to financial resources/stability and length of time in business.
 - Present your understanding, in non-technical language, of the project, the services requested, and your firm's proposal for meeting the DISTRICT's needs.
 - The cover letter shall be signed by an individual authorized to bind the firm and shall contain a statement that the proposal is valid for ninety (90) days.
 - Name, address, telephone number and email address for a person the DISTRICT may contact for further information or to schedule an interview, at the DISTRICT's discretion.
2. Qualifications
 - Describe your firm's experience with respect to EACH requested discipline. Include discussion of unique qualifications that set your firm apart from others.
 - Describe your firm's technology, capabilities, and innovations in environmental permitting, environmental studies, CEQA, NEPA.
 - Outline in detail any other recommended services or activities that your firm can provide to meet and support the WWTF Renovation & Expansion design, permitting & construction activities.
3. Staffing
 - Identify the individuals proposed for the client team. At a minimum, the proposal should name the project team. Provide a resume or statement of qualifications and references from at least two previous projects for each person.
 - Include alternates for individuals proposed for key positions.
 - Describe tasks for which each person would be responsible.

- Identify any subcontractors and tasks for which they would be responsible. Provide information required under “Qualifications,” above, for each subcontractor.

4. Fee Proposal

- Provide a fee proposal covering all required services and a second fee proposal covering all required services plus any proposed additional services or tasks.
- Provide an overall breakdown of cost estimates for each service your firm would provide under this program. NOTE: no expenses for travel, lodging or meals can be included in the cost proposals.
- Itemize your firm’s fee schedule.
- Include hourly rates and rates for additional services, if different.
- Include an estimate of monthly reimbursable expenses for the duration of the project, with the exception of travel-related expenses specifically excluded above.

5. Contract Terms

- The contract does not have a formal defined term, but the all environmental studies and NEPA / CEQA documentation must be completed and ready for submittal to the appropriate agencies by May 31, 2020.
- Describe any exceptions to the Scope of Services of the Professional Services Agreement (attached). Proposers will be deemed to have accepted all terms and conditions other than those addressed in the proposal.

6. References

- Provide a minimum of five (5) references for similar services performed for local government agency clients within the last three (3) years.
- Include:
 - Client name
 - Project description
 - Service dates (starting and ending)
 - Client project manager name, telephone number and email address

7. Disclosures

- Proposers must include a complete disclosure of any litigation, arbitration or claims proceedings which presently involve the Proposer or in which the Proposer has been involved in the past five (5) years.

IV. EVALUATION CRITERIA AND SELECTION PROCESS

Award will NOT be made on price alone but on all the factors noted in this RFP.

Award will be made on the basis of demonstrated competence and the professional qualifications necessary to perform the services required at a fair and reasonable cost after consideration of all evaluation criteria set forth below. Criteria are not listed in any order of priority or preference. A consultant will be chosen upon review of the proposals by a selection committee comprised of members of the DISTRICT Board of Directors, District staff and the District Engineer (“Committee”). The Committee’s recommendations will be presented to the DISTRICT Board of Directors for final selection and award of contract. The DISTRICT will not issue a notice to proceed until the Committee has confirmed the consultant and related contract. (Attachment 1)

The Committee will evaluate all proposals received in accordance with the evaluation criteria. The DISTRICT and Committee reserve the right to weight the criteria depending upon importance at their discretion. The DISTRICT shall not be obligated to accept the lowest priced proposal but will make an award in what it determines to be the best interests of the DISTRICT and after all factors have been evaluated.

The Committee will evaluate the proposals based on the following criteria:

1. Responsiveness to Request for Proposal
2. Project Approach
3. Firm’s record of providing successful completion of similar projects
4. Qualifications of personnel proposed for the project
5. Exceptions to Scope of Services and/or Professional Services Agreement
6. Cost, including fees and reimbursables (not to include travel, lodging or meal expenses)

The DISTRICT and Committee may conduct interviews as part of the selection process. If scheduled, the oral interview will be a question and answer format for the purpose of clarifying the intent of any portions of the proposal. The individual(s) who would be directly responsible for carrying out the contract should participate in the oral interview.

The DISTRICT and Committee reserve the right to contact and evaluate the Proposers’ references, contact any Proposer to clarify any response, contact any current users of a Proposer’s services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information the DISTRICT and Committee deem pertinent to the evaluation process.

The DISTRICT and Committee reserve the right to reject any or all proposals, waive any inconsequential deviations from the proposal requirements, and to negotiate modifications or acceptance of all or a part of a proposal. This would include possible changes to the scope of work as the DISTRICT and Committee identify other applicable needs for technical assistance. Other terms and conditions can be negotiated at the time of selection and will be subject to approval of appropriate DISTRICT officials and the Committee.

The DISTRICT and Committee reserve the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP. Issuance of this RFP and receipt of proposals does not commit the DISTRICT to award a contract. DISTRICT and Committee expressly reserve the right to postpone the proposal for its own convenience, to accept or

reject any or all proposals received in response to this RFP, to negotiate with more than one Proposer concurrently, or to cancel all or part of this RFP.

Proposer understands and acknowledges that the representations made in proposals are material and will be relied on by the DISTRICT in evaluation of the proposal.

v. PROJECT OBJECTIVES

The Consultant selected will work assist and support the DISTRICT with the environmental compliance and permitting elements of the SMCSO WWTP Renovation & Expansion Project as required to design, construct, start-up and initiate operation of the planned facility. All work product produced pursuant to such services must comply with all applicable federal, state, and local laws and regulations.

vi. SCOPE OF SERVICES REQUIRED

The Consultant shall be responsible for completing the environmental review, studies, and analysis as required to produce the Final Environmental Documents, all permit and authorization applications, and all associated documents and submittals required to support both the Final Environmental Documents and all permit and authorization applications.

The DISTRICT will be the lead agency, CEQA and NEPA analysis of the project will be required. The DISTRICT believes that the project may be ultimately classified as a “CE (categorical exclusion) with a report” for NEPA purposes. Additionally, the DISTRICT anticipates that under CEQA, the final environmental document is anticipated to be a Mitigated Negative Declaration. All documentation required to meet environmental compliance for the Clean Water State Revolving Fund Program (CWSRF) and the USDA Rural Development Water & Waste Disposal Loan & Grant Program, shall be prepared, including the Environmental Package Checklists and the Evaluation Forms for Environmental Review and Federal Coordination.

Scope of Services:

Environmental compliance and permitting responsibilities shall include, but not be limited to:

- Prepare the appropriate California Environmental Quality Act (CEQA) and NEPA- compliant environmental documents and any associated technical studies required to provide environmental clearance for the project.
- Prepare all Mitigation Measures associated with potentially significant impacts.
- Prepare a Mitigation Monitoring and Reporting Plan that includes responsibility; estimated costs, actions and schedules as needed.
- Coordinate and consult with all State and local regulatory and jurisdictional agencies necessary to provide environmental clearance for permits needed for the project
- Provide a CEQA/NEPA crosswalk that assures all requirements of both processes have been met.
- Prepare permit and authorization applications needed to construct the Project.
- Assist the DISTRICT in conducting any and all public meeting preparation, planning, advertising, and administration, including comment solicitation and preparation of response to comments for DISTRICT review.

All environmental documents shall be prepared in administrative draft, public/agency review draft and final stages for DISTRICT review, and shall incorporate, if appropriate, any public, agency, and DISTRICT comments made during the document review.

The Consultant shall identify and prepare any and all permit applications and approvals required by regulatory agencies necessary to complete the Project, and shall prepare, for later use by the DISTRICT, an application schedule of permits with the required timelines to ensure each permit can be obtained prior to the start of construction. The DISTRICT will provide payments to regulatory agencies, as needed, to obtain the environmental or project review required to complete this scope of work, and shall, at a later date, provide payment to the agencies for the cost of permits. DISTRICT permits, if applicable, shall be exempt from this scope of work.

Formal environmental document submittals shall be prepared for review (administrative draft and public review draft) and distribution (final), with drawings reduced by 50% and printed on 11" x 17" reproducible paper, and specifications printed on 8 ½" x 11" reproducible paper. All documents will meet CEQA and NEPA requirements. Documents will be prepared and delivered per the California State Clearinghouse requirements including hard copy and digital copy requirements in place at the time of submittal. Prior to completion of the final submittal, the Consultant shall respond to and incorporate, if appropriate, any comments received from the DISTRICT or other interested party

Consultant shall attend all Public Hearings that include the environmental document review and adoption before the DISTRICT Board of Directors and provide responses to comments concerning the document including written responses as needed for the document to be adopted by the DISTRICT.

Seven (7) document sets shall be submitted at the administrative draft stage and at the draft public review stage. Twenty (20) document sets shall be submitted at the final stage. An editable electronic version of all drafts will be submitted in addition to the hard copies. In addition, the final PDR document set shall be submitted in Portable Document Format (.pdf) on PC-compatible flash drive.

Timeline - To meet the compliance schedule set forth by the Central Coast Regional Water Quality Control Board (CCRWQCB) the DISTRICT is planning to have the WWTP Renovation & Expansion Project construction phase completed and the new facility operational by April 2021. To meet that schedule, the DISTRICT desires to have the scope of work described herein, including all environmental studies and NEPA / CEQA documentation, completed and ready for submittal to the appropriate agencies by May 31, 2020. Please provide a timeline that demonstrates your teams ability to meet this time frame.

VII. CONTRACT FORM

The final contract between DISTRICT and the successful Proposer shall be set forth in a Professional Services Agreement ("Agreement") executed by and between DISTRICT and the successful Proposer. A copy of the Agreement is attached hereto as Attachment 1 and incorporated herein by this reference.

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein.

VIII. PRICE VALIDITY

Prices provided by Proposers in response to this RFP are valid for 90 days from the Proposal due date. The DISTRICT intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete and the contract is awarded.

IX. CONFIDENTIALITY

Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals submitted in response to this RFP shall be held confidential by DISTRICT and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 *et seq.*) until after either DISTRICT and the successful proposer have completed negotiations and entered into an Agreement or DISTRICT has rejected all proposals. All correspondence with the DISTRICT including responses to this RFP will become the exclusive property of the DISTRICT and will become public records under the California Public Records Act. Furthermore, the DISTRICT will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or the Agreement.

If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the DISTRICT may not be in a position to establish that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary", the DISTRICT will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.



**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE SAN MIGUEL COMMUNITY SERVICES DISTRICT
AND
<Consulting Firm>
ATTACHMENT 1**

THIS AGREEMENT is entered into on, between the **San Miguel Community Services District** ("DISTRICT") and _____ ("Consultant") for the purpose of providing Environmental Services in conjunction with the design, permitting and construction and start-up of the DISTRICT's WWTP Renovation & Expansion Project, including Technical Studies And Related State, Regional, And Federal Permit Applications services. The effective date of this agreement shall be _____.

1. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to DISTRICT the services described in the Request for Proposals (RFP) (see attached). Consultant shall provide the services at the time, place and in the manner specified in the subject RFP.

No verbal agreement or conversation with any officer, agent or employee of DISTRICT, either before, during or after the execution of this Agreement shall affect or modify any of the terms or conditions contained in this Agreement, nor shall any such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement.

2. COMPENSATION AND REIMBURSEMENT OF COSTS

Consultant shall not be compensated for services outside the Scope of Services outlined in Section 1 above unless, prior to the commencement of such services:

- A. Consultant notifies DISTRICT and DISTRICT agrees that such services outside the scope of RFP are to be performed;
- B. Consultant estimates the additional compensation required for the additional services, and
- C. DISTRICT, after notice, approves the additional services and amount of compensation, therefore.

DISTRICT shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, Consultant Fee Proposal, in a total amount not to exceed _____. The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement unless, pursuant to Section I above, DISTRICT approves additional compensation for additional services.

Consultant shall submit monthly invoices to DISTRICT for work completed and reasonable expenses incurred to the date of the invoice. All invoices shall be itemized to reflect the tasks completed and the amount billed for each task. DISTRICT shall **NOT** pay all out-of-pocket travel, lodging and incidental

expenses incurred by Consultant. Such out-of-pocket travel, lodging and incidental expenses shall be borne by the Consultant.

All invoices sent by Consultant to DISTRICT shall be paid within forty-five (45) days of receipt. All billings that remain unpaid after forty-five (45) days shall bear interest until paid at the rate of five percent (5%) per annum or the maximum rate allowed by California state law, whichever is less. If DISTRICT fails to pay any invoice within forty-five (45) days and such failure continues ten (10) days after Consultant gives DISTRICT notice of such failure,

Consultant shall have the right to terminate this Agreement immediately without liability to DISTRICT. The right to terminate under the terms of this section shall be in addition to all other legal, equitable, or contractual remedies available to Consultant.

3. **TERM OF AGREEMENT**

This Agreement shall commence on _____, and shall terminate effective _____.

4. **DISTRICT'S DUTIES**

The DISTRICT shall make its facilities accessible to Consultant as required for performance of its services and shall provide labor and safety equipment as required by Consultant for such access. DISTRICT agrees to cooperate with Consultant and be reasonably available to confer with Consultant upon request, to keep Consultant informed of developments and to disclose to Consultant all facts and circumstances of which DISTRICT is aware which may bear upon Consultant's handling of the matter. DISTRICT agrees to provide Consultant with such documents and information as DISTRICT may possess relating to the matter, and to abide by all terms of this Agreement.

5. **ADVERTISEMENTS, PERMITS, ACCESS**

Unless otherwise agreed to in the Scope of Services, the DISTRICT shall obtain, arrange and pay for all advertisements for bids, permits and licenses required by local, state or federal authorities.

Consultant represents and warrants to DISTRICT that it has all licenses, permits, qualifications and approvals of any nature whatsoever which are legally required for Consultant to practice its profession. Consultant represents and warrants to DISTRICT that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession.

6. **RELATIONSHIP OF PARTIES, NO THIRD-PARTY BENEFICIARIES**

Consultant is an independent contractor under this Agreement. This Agreement gives no rights or benefits to anyone not named as a party to this Agreement, and there are no third party beneficiaries to this Agreement.

7. **SUBCONTRACTS**

Consultant may use the services of independent contractors to perform a portion of its obligations under this Agreement without prior written approval by DISTRICT. Independent contractors and subcontractors shall be provided with a copy of this Agreement and shall agree to be bound by its terms. Consultant shall be the responsible party with respect to all actions of its independent contractors and subcontractors and shall obtain such insurance and indemnity provisions from its contractors and subcontractors the DISTRICT shall determine to be necessary.

8. **NO DISCRIMINATION**

In the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, sexual orientation or medical condition. Consultant shall take affirmative action to ensure applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, national

origin, sexual orientation or medical condition. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

9. **INSURANCE REQUIREMENTS**

- 9.1 To the fullest extent allowed by law, the Contractor/Consultant shall procure and maintain for the duration of the contract 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 the Contractor/Consultant, his agents, representatives, or employees.

Errors & Omissions Liability Insurance requirements apply to Consultants performing Professional Services. Construction contractors may disregard this coverage unless specifically required by the Contract Documents.

9.2 **Minimum Scope of Insurance:**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employers' Liability insurance.
4. Errors & Omissions Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

9.3 **Minimum Limits of Insurance:**

1.	General Liability: (Including operations, products and completed operations, as applicable.)	\$1,000,000 \$2,000,000	Combined single limit per occurrence, including operations, products and completed operations. Aggregate limit for bodily injury, personal, personal injury and property damage.
2.	Comprehensive Automobile Liability:	\$1,000,000	Owned, non-owned, hired vehicles
3.	Workers' Compensation:		As required by the Labor Code of the State of California
4.	Employers' Liability:	\$1,000,000 \$1,000,000	Per occurrence, bodily injury by disease Each employee, bodily injury by disease
5.	Errors & Omissions Liability:	\$1,000,000 \$2,000,000	Per occurrence Aggregate Limit
6.	Pollution Liability (required when work includes asbestos or lead paint)	\$1,000,000 \$2,000,000	Per occurrence Aggregate Limit

9.4 **Deductibles and Self-Insured Retentions:**

1. Any deductibles or self-insured retentions must be disclosed to and approved by the DISTRICT and shall not reduce the limits of liability. At the option of the DISTRICT, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the DISTRICT, its officers, officials, employees and volunteers; or the Contractor/Consultant shall provide proof of ability to pay losses and related investigations, claim administration,

and defense expenses within the retention.

2. Policies containing any self-insured retention provisions shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the DISTRICT.

9.5 Other Insurance Provisions:

1. It shall be a requirement under this agreement that any available insurance proceeds in excess of the specified minimum Insurance coverage requirements and limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be a) the minimum coverage and limits specified in this Agreement or b) the full coverage and maximum limits of any Insurance proceeds available to the named insured, whichever is greater.
2. Where subcontractors/subconsultants are used, the Contractor/Consultant agrees to include in their subcontract the same requirements and provisions of this agreement, including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's/subconsultant's work. Subcontractors/subconsultants hired by the Contractor/Consultant agree to be bound to the Contractor/Consultant and the DISTRICT in the same manner and to the same extent as the Contractor/Consultant is bound to the DISTRICT under the Contract Documents.

Subcontractors/subconsultants further agree to include these same provisions with any sub-subcontract. A copy of these insurance requirements shall be furnished to subcontractors/subconsultants upon request. Subcontractors/Subconsultants responsibility for defense and indemnity obligations shall survive the termination or completion of the contract agreement for the full period of time allowed by law.

Subcontractors/Subconsultants agree to be bound to the Contractor/Consultant and the DISTRICT in the same manner and to the same extent as the Contractor/Consultant is bound to the DISTRICT under the Contract Documents. Subcontractors/Subconsultants further agree to include the same requirements and provisions of the contract agreement, including the indemnity and insurance requirements, with any sub-subcontractors/sub-subconsultants to the extent they apply to the scope of the sub-subcontractor's/sub-subconsultant's work. A copy of the DISTRICT's Contract Documents, including the indemnity and insurance provisions, shall be furnished to the subcontractor/subconsultant upon request.

3. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the DISTRICT (if agreed to in a written contract or agreement) before the DISTRICT's own insurance shall be called upon to protect it as a named insured.
4. The defense and indemnification obligations of this contract agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in the contract agreement.
5. The DISTRICT reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The DISTRICT, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor/Consultant; or automobiles owned, leased, hired or borrowed by the Contractor/Consultant .
2. The additional insured coverage under the Contractor's/Consultant's policy shall be primary and non-contributory, and will not seek contribution from the DISTRICT's insurance.

3. For any claims related to this project, the Contractor's/Consultant's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees or volunteers shall be excess of the Contractor's/Consultant's insurance and shall not contribute with it.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the DISTRICT.
 - i. If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability and or Errors & Omissions coverages are written on a claims-made form:
5. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.
6. Insurance must be maintained and evidence of insurance must be provided for at least five
 - i. (5) years after completion of the contract of work.
7. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor/Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
8. A copy of the claims reporting requirements must be submitted to the DISTRICT for review.
9. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

9.6 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the DISTRICT. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

9.7 Verification of Coverage

Contractor/Consultant shall furnish the DISTRICT with endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that Insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the DISTRICT, unless the insurance company will not use the DISTRICT's forms. All endorsements are to be received and approved by the DISTRICT before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. As an alternative to the DISTRICT's forms, the Contractor's/Consultant's insurer may provide complete certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

9.8 Waiver of Subrogation

Contractor/Consultant hereby agrees to waive subrogation which any insurer of Contractor/Consultant may acquire from Contractor/Consultant by virtue of the payment of any loss. Contractor/Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the DISTRICT for all work performed by the Contractor/Consultant, its employees, agents and subcontractors/subconsultants.

9.9 Indemnity and Hold Harmless

Contractor/Consultant shall indemnify and hold harmless the DISTRICT, their elected officials, officers, employees, agents and volunteers, and each and every one of them, against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any person or person's bodily injury, including death, or property being damaged by

Contractor/Consultant or any person employed by Contractor/Consultant or in any capacity during the progress of the work by negligence **except where caused by the active negligence, sole negligence or willful misconduct of the DISTRICT**. Contractor/Consultant shall also indemnify DISTRICT of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against those agencies with respect to Contractor's/Consultant's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments.

10. INDEMNITY AND HOLD HARMLESS

Consultant shall indemnify and hold harmless the DISTRICT, their elected officials, officers, employees, agents and volunteers, and each and every one of them, against all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any person or person's bodily injury, including death, or property being damaged by Consultant or any person employed by Consultant or in any capacity during the progress of the work by negligence **except where caused by the active negligence, sole negligence or willful misconduct of the DISTRICT**. Consultant shall also indemnify DISTRICT of any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board against those agencies with respect to Consultant's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments.

11. STANDARD OF PERFORMANCE

Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession. All products of any nature, which Consultant delivers to DISTRICT pursuant to this Agreement, shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing the profession of Consultant and its agents, employees and subcontractors assigned to perform the services contemplated by this Agreement.

12. RELIANCE UPON DATA, DOCUMENTS AND RECORDS

Consultant shall be entitled to rely upon the accuracy and completeness of all data furnished by DISTRICT to Consultant that is used by Consultant in the providing of services under this Agreement. Consultant may retain and use all data furnished to it, except such data which may be marked "confidential" and required to be returned, and may use all plans, designs, specifications and other work product created by Consultant in providing services hereunder. Any use of such work product which includes proprietary information shall not identify DISTRICT, nor shall the manner of such use have the effect of identifying DISTRICT.

13. OWNERSHIP AND USE OF DOCUMENTS AND ELECTRONIC MEDIA DELIVERABLES

All completed reports and other data or documents, or computer media including diskettes and other materials provided or prepared by Consultant in accordance with this Agreement are the property of DISTRICT, and may be used by DISTRICT. DISTRICT shall release, defend, indemnify and hold harmless Consultant from all claims, costs, expenses, damage or liability arising out of or resulting from the use or modification of any reports, data, documents, drawings, specifications or other work product prepared by Consultant, except use by DISTRICT on those portions of Project for which such items were prepared.

14. RESOLUTIONS OF DISPUTES, ATTORNEYS FEES

The laws of the State of California shall govern the interpretation of and the resolution of disputes under this Agreement. If any claim, at law or otherwise is made by either party to this Agreement, the prevailing party shall be entitled to its costs and reasonable attorneys' fees.

15. CONFLICT OF INTEREST

Consultant will comply with all conflict of interest laws and regulations including, without limitation, DISTRICT's Conflict of Interest Code (on file in the DISTRICT Office). It is incumbent upon the

Consultant to notify the DISTRICT of any staff changes relating to this Agreement.

- A. In accomplishing the scope of services of this Agreement, all officers, employees and/or agents of Consultant, unless as indicated in Subsection B., will be performing a very limited and closely supervised function, and, therefore, unlikely to have a conflict of interest arise. No disclosures are required for any officers, employees, and/or agents of Consultant, except as indicated in Subsection B.

Initials

- B. In accomplishing the scope of services of this Agreement, Consultant will be performing a specialized or general service for the DISTRICT, and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, the staff and consultants shall be subject to the requirements set forth in the DISTRICT's Conflict of Interest Code.

16. TERMINATION OF AGREEMENT

If Consultant fails to perform his/her duties to the satisfaction of the DISTRICT or if Consultant fails to fulfill in a timely and professional manner his/her obligations under this Agreement, or if Consultant violates any of the terms or provisions of this Agreement, then DISTRICT shall have the right to terminate this Agreement effective immediately upon the DISTRICT giving written notice thereof to Consultant. In the event DISTRICT shall give such notice of termination, Consultant shall immediately cease rendering services pursuant to this Agreement.

Either party may terminate this Agreement on 30 days' written notice. DISTRICT shall pay Consultant for all work satisfactorily completed as of the date of notice.

DISTRICT may terminate this Agreement immediately upon oral notice should funding cease or be materially decreased.

In the event DISTRICT terminates this Agreement:

- A. DISTRICT shall have full ownership and control of all writings which have been delivered by Consultant pursuant to this Agreement and all drafts of reports and writings which form the basis for any writing or report which would have been otherwise delivered to DISTRICT pursuant to this Agreement;
- B. DISTRICT shall pay Consultant the reasonable value of services rendered by Consultant pursuant to this Agreement provided, however, DISTRICT shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to DISTRICT such financial information as in the judgment of the DISTRICT representative is necessary to determine the reasonable value of the services rendered by Consultant.

17. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments.

18. REPRESENTATIVES OF THE PARTIES

The DISTRICT's representative for this Agreement is:

Rob Roberson, Interim General Manager
San Miguel Community Services District
1150 Mission Street
San Miguel CA 93451

(805) 467-3388
 Email:
 rob.roberson@sanmiguelcsd.org

All Consultant questions pertaining to this Agreement shall be referred to the above-named person, or the representative's designee.

The Consultant's representative for this Agreement is:

 <consultant firm>
 <street address>
 <DISTRICT, state, zip>
 <phone>
 <email address>

All DISTRICT questions pertaining to this Agreement shall be referred to the above named person.

19. NOTICES

All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender (may be other than the representative referred to in Paragraph 17 above), and delivered by facsimile with a hard copy mailed first class, postage prepaid, or when sent by a courier or express services guaranteeing overnight delivery to the receiving party, and addressed to the respective party as follows:

To DISTRICT: Rob Roberson, Interim
 General Manager
 San Miguel Community Services District
 1150 Mission Street
 San Miguel CA 93451
 (805) 467-3388
 Email: rob.roberson@sanmiguelcsd.org

To Consultant:

 <consultant firm>
 <street address>
 <DISTRICT, state, zip>

20. ENTIRE AGREEMENT

This document, including all exhibits, contains the entire agreement between the parties and supersedes any oral or written understanding they may have had prior to the execution of this Agreement. Consultant shall be entitled to no other benefits other than those specified herein. No amendments or alterations shall be effective unless in writing and signed by both parties. Consultant specifically acknowledges that in entering into and executing this Agreement, Consultant relies solely upon the provisions contained in this Agreement and no others.

21. SEVERABILITY

If any portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

22. EMPLOYMENT STATUS

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow DISTRICT to exercise discretion or control over the professional manner in which Consultant perform the services which are the subject matter of this Agreement, provided always, however, that the services to be provided by Consultant shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of DISTRICT is to insure that services shall be rendered and performed in a competent, efficient and satisfactory manner. Consultant shall be fully responsible for payment of all taxes due to the State of California or the federal government which would be withheld from compensation if Consultant were a DISTRICT employee. DISTRICT shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under DISTRICT's worker's compensation insurance plan nor shall Consultant be eligible for any other DISTRICT benefit.

23. HEADINGS, ASSIGNMENT AND WAIVER

The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof. Neither party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other party. A waiver of any part of any provision or a breach of this Agreement must be provided in writing and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein.

24. AUTHORITY

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

IN WITNESS WHEREOF, DISTRICT and Consultant have executed this Agreement below:

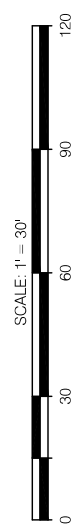
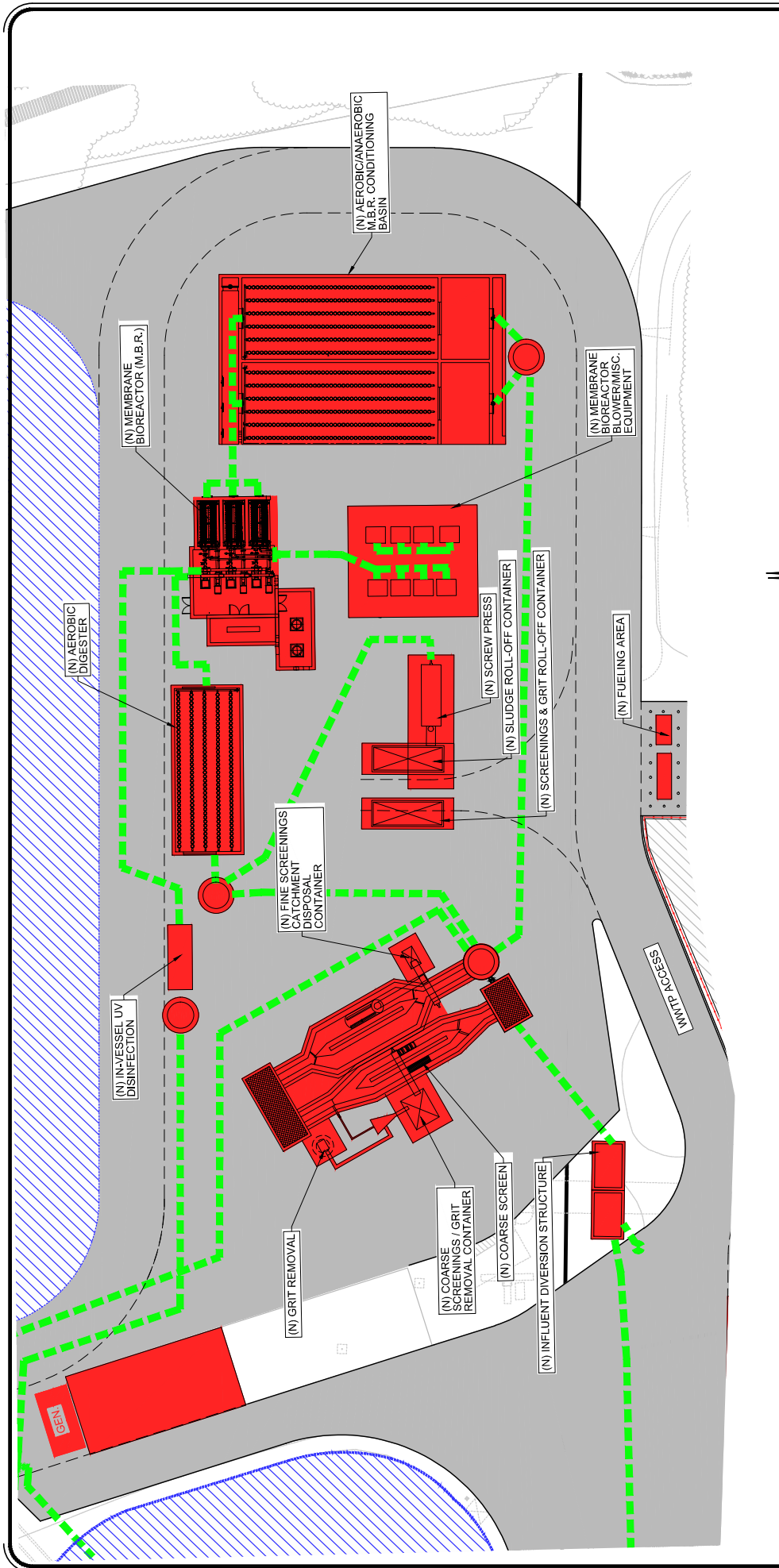
San Miguel Community Services District

By: _____ Date _____
Rob Roberson
 Interim General Manager
 San Miguel Community Services District

CONSULTANT

By: _____ Date _____
 <consultant name>
 <consultant title, company>

EXHIBITS 1 & 2
SCHEMATIC DESIGN OF NEW WWTP LAYOUT
DESIGN / BUILD
SAN MIGUEL WASTEWATER TREATMENT PLANT
RENOVATION / EXPANSION



MONSOON
 P.O. BOX 151
 SAN LUIS OBISPO, CA 93406
 805-476-6168 PH. breely@monsoonconsultants.com

**EXHIBIT 2
 TREATMENT PROCESS SYSTEM**

EXHIBIT 3
PROJECT TEAM ORGANIZATIONAL CHART
SAN MIGUEL WASTEWATER TREATMENT PLANT
RENOVATION / EXPANSION

San Miguel Community Services District WWTP Upgrade & Expansion Project

DESIGN TEAM



Kelly Dodds
Director of Utilities

Blaine Reely, PhD, PE
Project Manager

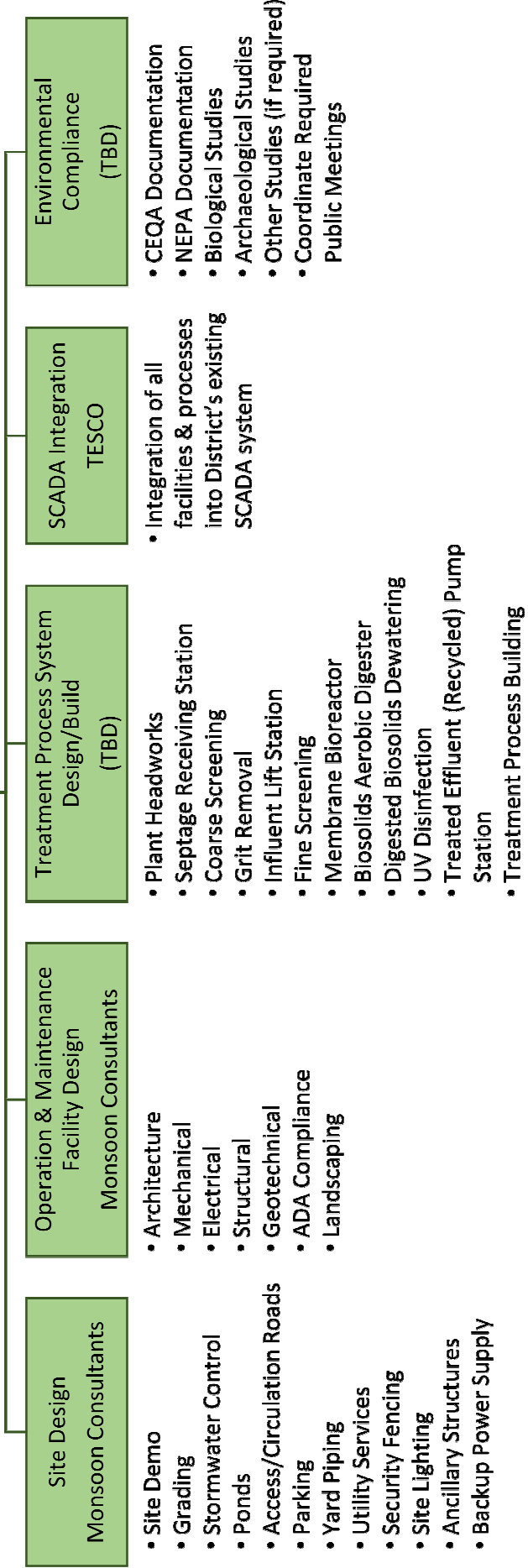


Exhibit Title:

EXHIBIT 3. DESIGN TEAM WORKFLOW

Developer:

SAN MIGUEL COMMUNITY SERVICES DISTRICT
WASTEWATER TREATMENT PLANT



MONSOON
P.O. BOX 151
805-476-6168 PH. breely@monsoonconsultants.com
SAN LUIS OBISPO, CA 93406



San Miguel Community Services District

Board of Directors Staff Report

October 24, 2019

AGENDA ITEM: XI. 4

SUBJECT: Review and authorize the release of a Request for Proposal (RFP) for Design Build project delivery services for the Wastewater Treatment Facility Expansion

RECOMMENDATION:

Authorize the release of the Request for Proposal (RFP) for Design Build project Delivery Services for the Wastewater Treatment Facility Expansion

In preparation of the Construction Documents, securing funding for construction, and ultimately actual construction of the Machado Wastewater Treatment Facility (WWTF) we have separated the construction design into two pieces. The main piece is covered under the proposal by Monsoon Consultants (District Engineer) which includes the main operations building, power building, and general grading and pond development among other things. This RFP is for the design build of the actual treatment processes and wastewater handling from the headworks through the recycled water systems and sludge disposal.

Selection of a firm for this RFP will be in 2 phases. The first Phase will be to solicit as many proposals as possible in order to provide the widest variety of options for the District. The initial proposals will be reviewed and reduced to the top three. The second phase will be to work with the top three proposers to refine the proposed designs and cost to best meet the regulatory and operational needs of the District.

The Final proposal will be brought before the Board for approval.

FISCAL IMPACT

There will be minimal cost in posting this RFP including, posting in the paper, online and in plan rooms.

The cost for the proposed services, will be paid from Wastewater Rates and Capital Reserves. Funds for the performance of the referenced RFP will need to be approved once a firm is selected.

Kelly Dodds

Kelly Dodds, Director of Utilities

Attachments: RFP for Design Build Project Delivery Services for the Wastewater Treatment Plant Expansion

**REQUEST FOR QUALIFICATION BASED
PROPOSALS FOR
DESIGN/BUILD PROJECT DELIVERY SERVICES**



**SAN MIGUEL WASTEWATER TREATMENT PLANT
RENOVATION / EXPANSION
SAN MIGUEL, CALIFORNIA**

OCTOBER 2019

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ADVERTISEMENT

SAN MIGUEL COMMUNITY SERVICES DISTRICT

Request for Qualifications Based Proposals

For

Design Build Project Delivery Services

San Miguel CSD Wastewater Treatment Facility

Upgrade & Expansion

The San Miguel Community Services District (DISTRICT) is requesting proposals from licensed, qualified Offeror's to provide Design Build Delivery Services based upon the scope of work outlined in this Request for Qualifications Based Proposal (RFP). All potential Offeror's are to read, understand and accept the requirements of this RFP. All proposals submitted shall be valid for ninety (90) days subject to action by the DISTRICT. The DISTRICT reserves the right to reject any and all proposals in part or in whole. A completed proposal shall be submitted in a sealed container indicating the proposal title and number along with the Offeror's name and address clearly marked on the outside of the container. All proposals shall be received by **2:00 PM (PST) on December 18, 2019**, at the DISTRICT offices which are located at 1150 Mission Street San Miguel, California 93451. By submitting a proposal for the requested services, each Offeror is certifying that it is a qualified firm and its proposal complies with regulations and requirements stated within the Request for Proposals.

A Pre-Proposal Conference will be held on **November 15, 2019, at 10:00AM (PST)** at the DISTRICT offices which are located at 1150 Mission Street San Miguel, California 93451. Attendance at the Pre-proposal conference is not mandatory.

EQUAL EMPLOYMENT OPPORTUNITY: All qualified Offeror's will receive consideration of contract(s) without regard to race, color, religion, sex or national origin, ancestry, age, physical and mental handicap, serious medical conditions, disability, spousal affiliation, sexual orientation or gender identity. Specifically, the DISTRICT in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d--42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Note: The DISTRICT anticipates that federal funds will be utilized to fund (or partially fund) the work to be provided under the terms of this RFP. Therefore, all respondents, including all sub-consultants, shall be required to be registered with the System for Award Management (SAM), which is an official website of the U.S. The DISTRICT may not enter into a contract with any contractor or subcontractor that has been debarred from working on federally funded projects. The eligibility status of all contractors must be verified by the DISTRICT before being allowed to perform any work on this project.

For the purposes of this RFP, the work to be performed at the WWTP site will be defined as a public works activity and subject to the requirements of the State of California Department of Industrial Relations (DIR). Per the DIR, Public works in general means *"construction, alteration, demolition, installation, or repair work done under contract and paid in whole or in part out of public funds. It can*

include preconstruction and post-construction activities related to a public works project". For a full definition of public works refer to California Labor Code section 1720. Anyone working on a public works project must be paid prevailing wages as determined by DIR. Projects of \$30,000 or more must meet DIR's apprenticeship requirements. Failure to comply with public works requirements can result in civil penalties, criminal prosecution, or both.

Request for proposals will be available by contacting Kelly Dodds, Director of Utilities at 1150 Mission Street San Miguel, California 93451, by telephone at (805) 467-3388, or by email at kelly.dodds@sanmiguelcsd.org. RFP's will also be available for via the DISTRICT website at www.sanmiguelcsd.org.

PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED ABOVE WILL NOT BE CONSIDERED AND WILL BE REJECTED BY THE DISTRICT.

I. INTRODUCTION

PURPOSE OF THE REQUEST FOR PROPOSALS

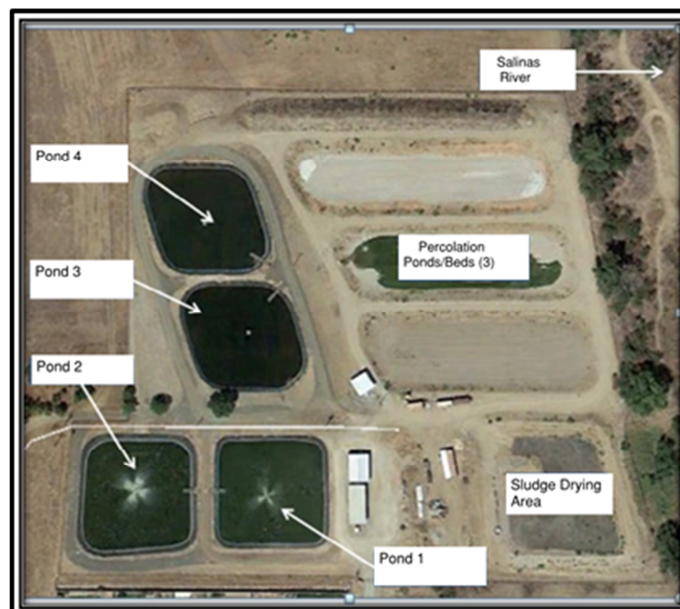
The San Miguel Community Services District (DISTRICT) is requesting proposals for Design-Build project delivery services for the San Miguel CSD Wastewater Treatment Facility Upgrade & Expansion Project based upon the Scope of Work described below.

All potential Offerors are to read, understand and accept the requirements of this Request for

Qualification Based Proposal. It is the DISTRICT's intent to select the most qualified Design-Build Delivery Team using a **two-phase evaluation process** for recommended selection for the desired services.

BACKGROUND

The San Miguel Community Services District (SMCSD) owns and operates the municipal wastewater treatment plant (WWTP) which is located near the northern limits of the District, adjacent to the west bank of the Salinas River. The WWTP is subject to the Waste Discharge Requirements Order No. 99-046. The existing WWTP comprises of four (4) partially mixed aerated lagoons in series and three (3) percolation ponds. The WWTP underwent the most recent significant upgrade in the late 1990s, bringing its current and permitted capacity at 200,000 GPD (0.2 MGD). The District currently treats an average of approximately 175,000 GPD. The District acknowledges that the existing WWTP is nearing capacity and requires an expansion and upgrade.



In June 2018, the Central Coast Regional Water Quality Control Board (CCRWQCB) issued a letter to the District in which they informed the District that they should proceed immediately with the planning and engineering for the expansion of the existing WWTP. In the referenced letter, the CCRWQCB stated that because the existing WWTP has been chronically out of compliance with permit limits for total dissolved solids, chloride, and sodium, the District should include salt and nitrogen removal capability in the expansion plans.

In addition to the expanded and enhanced treatment capacity that the District needs to achieve as a consequence of continued population growth within the District boundaries, the District Board of Directors also understands that the expansion and upgrade of the WWTP must also be accomplished in a manner which is compatible with the requirements of the Sustainable Groundwater Management Act (SGMA). For these reasons, the District is also evaluating treatment alternatives to provide recycled effluent which meets the requirements for either agricultural irrigation or possibly for groundwater recharge purposes.

The District retained the services of Monsoon Consultants (Monsoon) to perform an engineering study to identify and evaluate design alternatives for the WWTP expansion and upgrade. The findings, results, conclusions and recommendations of the engineering study are summarized in the WASTEWATER TREATMENT FACILITY UPGRADE / EXPANSION ENGINEERING REPORT which was approved by the DISTRICT Board of Directors on January 24, 2019.

Based on the results of the study, which is summarized in the referenced engineering report, it was recommended that the DISTRICT proceed to the final design phase of the Water Reclamation Facility (WWRF) Project to include the elements of a Membrane Bioreactor WWTP configuration, including UV disinfection facilities to produce a treated (recycled) effluent, which meets California Title 22 requirements for non-contact irrigation of vineyards and / or indirect recharge to the groundwater aquifer, with an ultimate maximum day dry weather flow capacity of 0.60 Million Gallons per Day(MGD). The following defines the required treatment standards/waste discharge requirements for the treatment process facilities:

Effluent Parameter	Requirements
Effluent BOD ₅	Less than 10 mg/L
Effluent TSS	Less than 10 mg/L
Effluent Ammonia as N	Less than 5 mg/L
Effluent Nitrate as N	Less than 5 mg/L
pH	6-8
Additional Requirements	Meet Title 22 2.2 Disinfected Secondary Effluent Standards

To achieve the aggressive project implementation schedule that the District anticipates, the final design development, construction documentation and permitting phase of the project, the District will retain the services of multiple companies. The project will be managed by Monsoon Consultants who currently serves as the District Engineer. Monsoon Consultants will also provide the overall site civil design / engineering, and Operations & Maintenance Facility design / engineering elements of the project. The District will also retain the services of a consultant to provide the District technical assistance as required for any environmental assessments, documentation, and support required for CEQA and/or NEPA compliance. Based on discussions with District staff, it is also understood that they intend to retain the services of their existing SCADA consultant for the design (and build) of the SCADA system which will be required for integration of the all of the new WWTP facilities, including the wastewater treatment processes, into the District's existing SCADA system.

This RFP is specifically to solicit proposals from qualified companies to design and build the design (and build) of the WWTP Treatment Process Systems, to include:

1. Plant Headworks
2. Septage Receiving Station
3. Coarse Screening
4. Grit Removal
5. Influent Lift Station
6. Fine Screening
7. Membrane Bio-Reactor
8. Biosolids Aerobic Digester

9. Digested Biosolids Dewatering
10. In-Vessel UV Disinfection
11. Treated Effluent (Recycled) Pumping Station
12. Treatment Process / Blower / Chemical Storage Building

SCOPE OF WORK

Utilizing a Design-Build project delivery method, the DISTRICT is authorized to plan, design, and construct the wastewater treatment process facilities of the new SMCSO WWTP facility.

The Design-Build component of the project consists of the design and construction of a new 0.60 MGD (Max Daily Dry Weather Flow) Wastewater Treatment Facility to replace the existing WWTP facility. The existing WWTP will remain in operation during construction and commissioning of the new facility. The proposed project contemplates the construction of one Membrane Bioreactor (MBR) train with a process capacity up to 0.30 MGD (Max Daily Dry Weather Flow) with a modular design for expansion to 0.60 MGD (Max Daily Dry Weather Flow) ultimate capacity in the future.

The project includes all treatment process and related infrastructure requirements for the WWTP upgrade and expansion. It is the DISTRICTS desire that all project elements to be provided under the terms of this contract, with the exception of the influent diversion structure, headworks and septage receiving station shall be located with a single environmentally controlled structure.

Specialty elements and considerations for the project shall include but are not limited to the following:

- New Influent Diversion Structure
- New Headworks
- New Septage Receiving Station
- Membrane Bioreactor (MBR) Basin and Equipment.
- Future modular expandability in 0.30 MGD increments.
- New Wastewater Influent Lift Station.
- New Coarse Screen and Grit Removal.
- New Fine Screen
- New Treatment Process / Blower / Chemical Storage Building with blowers, RAS pumps, Sodium Hypochlorite/Citric Acid Equipment, and Disinfection.
- Aerobic Digesters.
- Biosolids Dewatering System.
- In-Vessel UV Disinfection.
- Treated Effluent (Recycled) Pumping Station.
- Maintain existing WWTP operations during construction and commissioning.
- Meet future waste discharge requirements as mandated by the RWQCB or produce recycled water that meets the Title 22 requirements for vineyard irrigation, indirect groundwater recharge and/or unrestricted reuse-quality effluent.

Any studies and reports that are required by any agency in conjunction with the permitting process, which are associated with the wastewater treatment process elements of the project, shall be

included in the design – build project as is project commissioning.

SCHEDULE OF SERVICES

As a design-build project allows the use of multiple concurrent elements, the goal of the project is to have the construction of one Membrane Bioreactor (MBR) train with a process capacity up to 0.30 MGD (Max Daily Dry Weather Flow) complete by April of 2021. The DISTRICT intends to work with the selected Offeror and develop a project/construction schedule future phases.

INSURANCE REQUIREMENTS

Please refer to the attached SAMPLE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN BUILDER for the insurance requirements.

CONTRACT MANAGER

The DISTRICT has designated a Procurement Manager who is responsible for the conduct of this design – build whose name, address, and telephone number is listed below. All deliveries via express carrier should be addressed as followed:

San Miguel Community Services District
Attn: Kelly Dodds, Director of Utilities
1150 Mission Street
San Miguel CA 93451
(805) 467-3388 Ext 206
Email: kelly.dodds@sanmiguelcsd.org

Any inquiries or requests regarding this procurement should only be submitted to the Contract Manager in writing. Offeror's may contact **ONLY** the Contract Manager regarding this procurement. ***Other DISTRICT employees do not have the authority to respond on behalf of the DISTRICT.***

DEFINITION OF TERMINOLOGY

This section contains definitions and abbreviations that are used throughout the Request for Qualifications Based Proposal (RFP), including appropriate abbreviations.

“Architect” means a member of the Design Build Team who is a California licensed architect and is responsible for the architectural elements of the project.

“Board” means the elected Board of DISTRICT Directors whom all powers of the DISTRICT are vested and who are responsible for the proper and efficient administration of the DISTRICT government.

“Close of Business” means 5:00 PM Pacific Standard or Pacific Daylight Time, whichever is in effect on the date provided in the RFP.

“Construction Contractor” means a member of the Design Build Team who is a California licensed general contractor, who maintains all required valid licenses to perform the work and is responsible

for the construction services and who will sign the Contract.

“Contract” or **“Agreement”** means a written agreement between the DISTRICT (the Owner) and a firm for the work covered by this RFP.

“Contract Manager” means the person or designee authorized by the DISTRICT to manage or administer a contract requiring the evaluation of competitive sealed proposals.

“DISTRICT” means the San Miguel Community Services District.

“Design Build Project Delivery System” means a procurement process by which the DISTRICT contracts with one firm who has the responsibility for the design, construction and delivery of a project under a single contract with the DISTRICT.

“Design Build Team” or **“firm”** as the terms are used herein, are synonymous with one another and, within the broad definition mean any offeror, who may be a person, a legal entity, a consortium of experts, a joint venture, a team of persons who, through partnership, general of limited or other legal entity, corporation, association, other organizations, or any combination thereof, formally organized so that it may submit a qualified offer in response to a request for proposal and, as a result, who may be considered for a contract award for a design build project delivery systems with a Using Agency/Owner. No distinction is made between formally organized design build firms and a project-specific design build firm.

“Determination” means the written documentation of a decision by the Contract Officer including findings of fact supporting a decision. A determination becomes part of the procurement file.

“Desirable” the terms “may”, “can”, “should”, “preferable”, or “prefers” identify a desirable of discretionary item or factor (as opposed to “mandatory”).

“Evaluation Committee” or **“Selection Committee”** means a body appointed by the DISTRICT to perform the evaluations of Offeror proposals.

“Finalist” means an Offeror who meets all mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“MACC” means the maximum allowable construction cost which may include the estimated construction cost, the cost of design, utility connection fees, site development costs, built in equipment and furnishings, and a maximum contingency allowance of ten percent (10%).

“Mandatory” the terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory term or factor (as opposed to desirable) of this RFP. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal. Rejection of the proposal will be subject to review of the Selection Committee and a final decision on the rejection will be made the DISTRICT’s Contract Officer.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal in response to this RFP, with the intent of providing design build services for this project.

“Owner” as defined in the Agreement between the Owner and the Design Builder shall be the San Miguel Community Services District.

“Owner Team” means a Project Manager, the DISTRICT Director of Utilities, DISTRICT Interim General Manager, and District staff.

“Project” for the purposes of this solicitation means the new treatment process components, systems, infrastructure and required appurtenances for the new WWTP Upgrade & Expansion Project.

“Project Team” means all members of the Design Build team including all consultants who will be responsible for the completion of the Project. The Design-Build Team shall commit to collaborate with and assist all other project participants and consultants to insure that the overall project is completed in a manner that is satisfactory to the San Miguel Community Services District

“Proposal” is the Offerors phased response to this RFP.

“Request for Qualifications Based Proposals” or “RFP” means all documents including those attached or incorporated by reference, used for soliciting proposals for this Project.

“Responsible Offeror” or “Responsive Proposal” means an Offeror who submits a responsive proposal or who has furnished, when required, information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property described in the proposal of this RFP.

“Responsive Offeror” or “Responsible Proposal” means an offer or proposal which conforms in all material respects to the requirements set forth in the RFP as determined by the Selection Committee. Material respects of a request for proposals included but are not limited to: quality, quantity or delivery requirements.

“Selection” means a formal written notice by the District that a firm has been selected to enter into a contract for services.

“Technical Irregularities” are matters of form rather than substance evident from the proposal document, or insignificant mistakes that can be waived or corrected without prejudice to other Offeror’s; that is, where there is no effect on price, quality or quantity. If discussions are not held or if best and final offers upon which award will be made have been received, the Selection Committee may waive such irregularities or allow an Offeror to correct them if either is in the best interest of the DISTRICT. Examples include the failure of an Offeror to:

- a) Submit the number of signed proposals required by the RFP;
- b) Sign the proposal, but only if the unsigned proposal is accompanied by other material indicating the Offeror’s intent to be bound; or
- c) Acknowledge receipt of an amendment involved had not effect on price, quality or quantity.

“Using Agency” means San Miguel Community Services District and its’ Board of Directors and staff.

CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule governing the procurement, which describes the major procurement events and the conditions.

SEQUENCE OF EVENTS

The Contract Manager will make every effort to adhere to the following schedule:

ACTION	RESPONSIBILITIES	ESTIMATED DATE
Issue RFP	District	28-Oct-19
Pre-Proposal Conference	District / Offerors	15-Nov-19
Acknowledgement Form Due	Offerors	15-Nov-19
Deadline to Receive Written Questions for Phase 1 of the RFP	Offerors	25-Nov-19
Response to Written Questions	District	6-Dec-19
Submission of Phase 1 Proposal	Offerors	20-Dec-19
Proposal Review / Preparation of Shortlist	District	8-Jan-20
Notice of Shortlisted Offerer's	District	10-Jan-20
Phase 2 Mandatory Pre-Proposal Conference	District / Offerors	17-Jan-20
Deadline to Receive Written Questions / Clarifications for Phase 2	Offerors	24-Jan-20
Issue Amendments / Clarifications to Phase 2 of the RFP	District	31-Jan-20
Phase 2 Proposals Due	Offerors	18-Feb-20
Review of Proposals	District	28-Feb-20
Interviews (If Necessary)	District / Offerors	3-Mar-20
Final Selection and Notice of Intent to Award	District	13-Mar-20
Award of Contract	District / Successful Offeror	26-Mar-20

SEQUENCE OF EVENTS – DESCRIPTION OF ACTIVITIES

1. Issue of RFP – this RFP is issued by the San Miguel Community Services District in accordance with the laws of the State of California.
2. Pre-proposal Conference – A Pre-proposal Conference is scheduled to occur on the date indicated in the “Sequence of Events” in Section III.A. Questions may be submitted at the Pre-proposal Conference and after up to and until the deadline indicated in the “Sequence of Events” in Section III.A. A public log will be kept of the names of potential Offerors that attended the Pre-proposal Conference.
3. Acknowledgment of Receipt Form – A potential Offeror shall hand deliver or email the “Acknowledgement of Receipt Form” provided in Appendix A to have its name and organization placed on the RFP distribution list. The form shall be signed by an authorized representative of the organization, dated, and returned by close of business on the date indicated in the “Sequence of Events” in Section III.A.
4. Deadline to Submit Additional Written Questions – Potential Offerors may submit written questions regarding this RFP until the close of business indicated in the “Sequence of Events” in Section III.A. All written questions must be addressed to the Contract Manager listed in Section III.F and sent via email. Any contact with any other DISTRICT Board members or staff member other than the Contract Manager named in this RFP may be grounds for rejection of a Proposal.
5. Response to Written Questions – Written responses to written questions and any RFP addenda will be distributed on the date indicated in the “Sequence of Events” in Section III.A. to all potential Offerors whose names appear on the procurement distribution list.
6. Submission of Phase 1 Proposal – Proposals shall be submitted in sealed envelopes, addressed to:

San Miguel Community Services District
 Attn: Kelly Dodds, Director of Utilities
 1150 Mission Street
 San Miguel CA 93451
 (805) 467-3388 Ext 206
 Email: kelly.dodds@sanmiguelcsd.org

ALL OFFEROR PHASE 1 PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CONTRACT MANAGER OR DESIGNEE NO LATER THAN **2:00 PM December 20, 2019**. **Proposals received after this deadline will not be accepted. The date and time will be recorded on each proposal.**

A public log will be kept of the names of all Offerors that have submitted proposals. The contents of any proposal shall not be disclosed to competing Offerors prior to contract award.

Receipt of Proposals: The District will time-stamp each proposal received. Each of the proposals will be held in a secure location. Proposals received after the deadline will be deemed non-responsive and will be returned unopened to the Offeror.

Confidentiality of Proposals: Proposals will not be opened publicly and shall not be open to public

inspections until after an Offeror has been selected for the award of the contract and conclusion of successful contract negotiations. An Offeror may request in writing non-disclosure of confidential data. Such data shall accompany the proposal and shall be readably separable from the proposal in order to facilitate eventual public inspections of the non-confidential portion of the proposal.

Non-Conforming Proposals: Proposals will be reviewed for completeness, format and compliant with the requirements of the RFP. In any proposal is deemed non-responsive by the District, the Offeror will notified in writing of such determination.

7. Phase 1 Proposal / Shortlisting – The District will review each proposal. Points will be allocated per Section IV.A. of the RFP be each member of a Selection Committee to be designated by the District. Each selection committee member’s point totals will be translated to a numeric ranking. The Selection Committee member rankings will be totaled to determine the overall ranking of the offerors. The Selection Committee shall determine the rankings without the possibility of a tie. A maximum of three (3) offerors will be short-listed.

The evaluation of proposals will be performed by District staff. The process will take place during the timeframe indicated in the “Sequence of Events” described in III.A. During this time, the Contract Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussion SHALL NOT be initiated by any Offeror.

8. Phase 2 Mandatory Pre-proposal Conference – Provides shortlisted Offerors an opportunity to discuss the details of the project criteria with the Owner’s Team. **SELECTED OFFEROR’S ARE REQUIRED TO ATTEND.**

9. Questions/Clarifications – Between issuing the Phase 2 documents and submission of the Phase 2 proposals, prospective Offerors may contact the Contract Manager with questions about the scope of the project or the RFP schedule.

10. RFP Phase Two Amendments – If an RFP amendment is deemed necessary, it will be issued prior to the submission deadline. The District will distribute the amendment in writing to all short- listed Offerors.

11. Submission of Phase 2 Proposal – Proposals shall be submitted in sealed envelopes, addressed to:

San Miguel Community Services District
Attn: Kelly Dodds, Director of Utilities
1150 Mission Street
San Miguel CA 93451
(805) 467-3388 Ext 206
Email: kelly.dodds@sanmiguelcsd.org

Receipt of Proposals: The District will time-stamp proposals and proposals will be held in a secure location. Proposals received after the deadline will deemed non- responsive and will be returned unopened to the Offeror.

Confidentiality of Proposals: Proposals will not be opened publicly and shall not be open to public inspections until after an Offeror has been selected for the award of the contract and conclusion of successful contract negotiations. An Offeror may request in writing non-disclosure of confidential data. Such data shall accompany the proposal and shall be readably separable from the proposal in order to facilitate eventual public inspections of the non-confidential portion of the proposal.

Non-Conforming Proposals: Proposals will be reviewed for completeness, format and compliant with the requirements of the RFP. In any proposal is deemed non-responsive by the Selection Committee, the Offeror will notified in writing of such determination.

12. Interviews/Award (if necessary) – If necessary, notice to finalist(s) will include the interview date, time and location. The purpose of the interview is to allow the Offeror to present qualifications, past performance, quality of proposed design, quality of construction approach, demonstrated response to program requirements, management plan for constructing the project, and cost and schedule. It will also provide an opportunity for the Selection Committee to seek clarification of the Offeror’s proposal. A maximum of sixty (60) minutes will allotted for each interview to include a thirty (30) minute question and answer session by the Selection Committee. Points will be allocated by each member of the Committee and each member’s points will be translated into a numeric ranking of the interviewed firms. Individual member rankings will be totaled together to determine the overall ranking after the interviews. In the event of a tie for first, after the completion of interviews, the tie shall be broken by awarding the firm with the higher ranking from the shortlist. All calculations of point standings shall occur during the Selection Committee meeting for this project with all members in attendance.

13. Notice of Intent to Award – The Contract Manager will notify the selected Offeror in writing of the final intent to award. This notice will include the overall rankings for the project award. At this time, the District will maintain at least one copy of each Offeror’s proposal. Proposals are opened for public inspection after the award and conclusion of successful contract negotiations. Any unsuccessful Offeror wishing to retrieve all copies of the proposal must do so within one (1) month after the Notice of Intent to Award.

14. Contract Negotiations – The District and successful Offeror will begin contact negotiations as soon as possible after the Notice of Intent to Award. If contract negotiations are not finalized within thirty (30) days after Notice of Intent to Award, Owner may conclude negotiations with the selected Offeror and begin negotiations with the next ranked Offeror based on final ranking.

15. Right to Protest and Protest Period – in accordance with Section 13-1-172 NMSA 1978, any Offeror who is aggrieved in connection with a solicitation or the award of a contract may protest in writing to the Procurement Manager. The written protest must be submitted within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest. Protests must be submitted in written form to:

San Miguel Community Services District
Attn: Kelly Dodds, Director of Utilities
1150 Mission Street
San Miguel CA 93451
(805) 467-3388 Ext 206

Email: kelly.dodds@sanmiguelcsd.org

Protests must include the name and address of the protestant, the solicitation number, and the statement of grounds for the protest, including appropriate supporting exhibits. Protests received after the deadline will not be accepted.

EVALUATION PROCESS

The DISTRICT will utilize a **two-phase request for proposal procedure** for awarding the Contract as follows:

1. During **Phase 1**, the Selection Committee will evaluate each Offeror's experience, technical competence and capability to perform; the past performance of the Offeror's team; and, other appropriate factors submitted by the team of Offeror in response to the RFP. Qualifications of Offeror's will be evaluated as described in Section IV.A., and a **maximum of 3 Offerors** will be short-listed in accordance with technical and qualification based criteria.
2. During **Phase 2**, each short-listed Offeror will be required to attend a **MANDATORY** Pre-Proposal meeting for any clarifications regarding the RFP. After the Pre-Proposal meeting the offerors will be allowed one Alternative Concepts meeting with the DISTRICT Project team to propose any specific technical concepts to their design solution.

PHASE I EVALUATION CRITERIA

Phase I of this solicitation will result in the narrowing of Offeror's to a maximum of three (3) offerors based upon the Phase I evaluation factors. A maximum of three (3) offerors will be selected to then submit Technical and Price proposals for Phase II.

Shortlisting – A maximum of 1000 points are possible in scoring each proposal for the shortlist evaluation. The Selection Committee will evaluate the Phase I proposals applying for selection. The evaluation criteria to be used by the Selection Committee for the proposal shortlist and the corresponding point values for each criterion are as follows:

Criteria	Max.
	Points
Specialized design and technical competence of the business, including a joint venture or association regarding the type of structure required	300
Past Performance, documents record of performance of the team on projects of a similar nature relative to budget and schedule, quality of work and customer satisfaction, compliance with applicable laws and regulations and safety record.	200
Project staffing/craft labor capabilities, reliable staffing sources, reliable project staffing	150
Capacity and capability of business, including any consultants and their representatives, qualifications and locations to perform the work, including any specialized services within the time limitations.	150
Management plan, management and administration of the team and team resources	50
Health and Safety with respect to site safety and quality assurance/quality control	50
Proximity, familiarity and experience with the Project area and Site	50
Projects of similar size & scope in California	50

EVALUATION FACTORS

A brief explanation of each evaluation category is listed below. Information in one category may overlap information in other categories. Offeror's are encouraged to fully address each category completely, as points are assigned for responses to each. Responses to the RFP shall include information and past project experiences specific to the team submitting the proposal.

Specialized Design (300 points)

- Vision/mission and project delivery philosophy to include expectation statements concerning:
- Elements for successful partnering
- Proposed Design Period Peer technical/administrative review by the DISTRICT's Team
- Brief history of firm in California
- List all design consultants and how they provide value to this project
- Firm's experience and ability to incorporate energy conserving and sustainable measures into project design and construction.

Past Record of Performance (200 points)

The Selection Committee will evaluate the quality of the Offeror's past performance. The assessment of the Offeror's past performance will be used as a means of evaluating the relative capability of the Offeror's to successfully meet the requirements of the RFP. The Offeror must provide the information requested below for past performance evaluation or affirmatively state that it possesses no relevant, directly related, or similar past performance.

Design Team: submit past performance data on as many as three (3) projects that demonstrate design past performances, in performing similar in scope, size and complexity to that described in the RFP.

Include design awards, customer letters of recommendation etc., with points of contact and telephone numbers.

Construction Team: submit past performance data on as many as three (3) projects that demonstrate design past performances, in performing similar in scope, size and complexity to that described in the RFP. Include design awards, customer letters of recommendation etc., with points of contact and telephone numbers.

- Information on previous design/build projects to include clear descriptions of the specific roles of the design and construction team owner's project budget, final construction cost estimates, bid price including accepted alternates, total number and cost of Change Orders.
- Explain any project difficulties and how the Offeror handled these issues.
- Attach Contractor's Final Application and Certification of Payment (AIA Form G702 or equal) for these design build project.

***Offerors are cautioned that the Selection Committee will use data provided by the teaming partners as well as data obtained from other sources in the evaluation of past performance.*

Project Staffing (150 points)

Provide an organizational chart of key project personnel and also address how critical subcontractors will be selected and managed.

Design Team: Submit resumes for the Design Team Project Manager, Project Architect, Design Quality Control Manager, and other key members of the design team that will be assigned to this project. Also, describe as many as three (3) previous partnering/teaming arrangements with construction teams and any design-build projects.

Construction Team: Submit resumes for all key personnel (PM, QCM, Safety Manager and Project Superintendent) that demonstrates technical qualifications in all disciplines required to perform work similar to that described in the RFP. Also describe as many as three (3) previous partnering/teaming arrangements with construction teams and any design-build projects.

Capacity and Capability (150 points)

- Information regarding project team's past capability to meet schedules, meet budgets and meet project administration requirements.
- Indicate relationship of the project team's current workload to the project workload of this Project and personnel in the nearest California office.
- Demonstrated ability to provide performance and labor/material payment bonds in amounts sufficient to cover the cost of the work on this Project.

Management Plan (50 points)

- Describe processes to minimize risk and to ensure that cost, schedule and quality status issues are clearly communicated with the team and the DISTRICT's team.
- Firm's approach to project cost estimating and incorporation of Life Cycle Cost Analysis into design process.
- Communication protocol and software to support the same.

Health and Safety (50 points)

- Describe the processes and/or the plan to effectively and efficiently provide Quality Assurance/Quality Control and manage site safety.
- Submit insurance industry standard Experience Modifier Rate for each of the past three (3) years. If there are extenuating circumstances concerning ratings, provide background information and referenced for validation.

Proximity to and Familiarity with Santa Fe DISTRICT and the Project site (50 points)

- Provide information relative to the project's location and how members of the project team can respond to issues at the site and with the community at large.
- Indicate previous projects completed in the close vicinity of this Project.

Projects of Similar Size & Scope in California (50 points)

- The DISTRICT's goal is to work with a design-build team that has extensive previous experience working on projects of similar size and scope in California and that understands the state and local laws, regulations and workers practices.

PHASE 2 DOCUMENTS

(Note: this information is tentative; the actual Phase II Proposal Requirements will be issued with Phase II of the solicitation)

Offeror's selected for the Phase 2 short-list will be notified of their selection and of the mandatory Phase II offeror's conference. The Phase 2 documents will be distributed to each Offeror and will include but not be limited to the following:

Section 1: Brief description of the requirements of the Phase 2 submission, and the general requirements for the quotes (using established wage rates, including state & local taxes as a separate line item, conforming to all applicable laws, etc.); listing of requirements for all communications during the Phase 2 proposal submission process; identification of general insurance requirements, liability and professional liability (Errors and Omissions) insurance requirements, as well as any special insurance information; bonding requirements.

Section 2: Detailed Program of Requirements documents with a breakdown of the specific scope of work under this Project.

Section 3: Staging area site map and specific requirements for Contractor's field office, Project Manager's field office and other logistics/staging area requirements.

Section 4: General requirements for the Project including the requirements for working in and around the project, specific requirements for project signage, and specific requirements for interfacing with the DISTRICT, other consultants & contractors, and interacting with District staff.

Section 5: Facility Design Guidelines, which provides outline specifications to help guide the Offeror's with materials selections and setting standards of quality.

Section 6: The Bid/Proposal Form, which will require Construction Contractor's signature and will record the following:

- Lump Sum: A lump sum amount for the design and construction of the work, per the requirements of the detailed scope of work and all other requirements. The state & local taxes will be shown separately, as well as the total with the state & local taxes included.
- Schedule: A schedule showing the start and completion dates for all major activities and phased of the work, to include design, design reviews and approvals, permits and other agency reviews and approvals, construction by major activity, punch list and completion. This schedule will be a part of the information used in the evaluation process to select the Contractor.
- Alternates. Quoted pricing for any identified alternates with the acknowledgement that the lump sums quoted for each alternate includes all required labor, equipment, materials, associated materials and/or equipment items, profit, overhead, fees and general conditions and design/engineering costs to provide the work in a complete and timely manner.
- Allowances: Listing of specified allowances with the acknowledgement that they are in the lump sum quoted amount, to include all associated profit, overhead, fees and general conditions, and general design/engineering costs.
- Additive and Deductive Change Orders:
 - The percentage of mark-up (profit, overhead, general conditions, design and related costs) that will be applied to the Contractor's direct construction costs for any additive or deductive change order quotes and/or work.
 - The percentage of mark-up (profit, overhead, general conditions, design and related costs) that will be applied to the Contractor's direct construction costs for any additive or deductive change order quotes and/or work, where the design is provided by another entity.
 - The total amount of mark-up (profit, overhead, general conditions, design and related costs) the Contractor will allow on any subcontractor's or supplier's direct labor, equipment, and/or material costs for any additive or deductive change order quotes and/or work.

Section 7: District provided information including, but not limited to WWTP operations data, digital topographic survey, and the previously completed WWTP Renovation & Expansion Engineering Report.

PHASE 2 EVALUATION CRITERIA

(Note: this information is tentative; the actual Phase 2 Evaluation Criteria will be issued with Phase II of the solicitation)

A maximum of as many as three (3) Offeror's will advance to Phase 2. Phase 2 will be evaluated on the Offeror's technical proposal and price proposal. Offeror's are required to submit separate technical and price proposals.

The success proposal will be the one that provides the best value to the DISTRICT, based upon a total score calculated using the criteria listed below (“weighted criteria”). Criteria 3 and 4 below will primarily be evaluated considering the objectives stated in the project program, requirements stated in the performance specifications, service life span and guarantees, operating and maintenance costs, life cycle costs, appearance, operations fixtures and equipment.

Criteria	Max.
	Points
Project Staffing (previous score as Phase I unless conditions changed)	150
Past Performance (previous score as Phase I unless conditions changed)	200
Quality of Design Solution, including technical submittals	250
Quality of Construction Approach	100
Management Plan for constructing the Project	50
Cost and Schedule	250

EVALUATION FACTORS

A brief explanation of each evaluation category is listed below.

Project Staffing (150 points)

Provide an organizational chart of key project personnel and also address how critical subcontractors will be selected and managed.

Design Team: Submit resumes for the Design Team Project Manager, Project Architect, Design Quality Control Manager, and other key members of the design team that will be assigned to this project. Also, describe as many as three (3) previous partnering/teaming arrangements with construction teams and any design-build projects.

Construction Team: Submit resumes for all key personnel (PM, QCM, Safety Manager and Project Superintendent) that demonstrates technical qualifications in all disciplines required to perform work similar to that described in the RFP. Also describe as many as three (3) previous partnering/teaming arrangements with construction teams and any design-build projects.

Past Record of Performance (200 points)

The Selection Committee will evaluate the quality of the Offeror’s past performance. The assessment of the Offeror’s past performance will be used as a means of evaluating the relative capability of the Offeror’s to successfully meet the requirements of the RFP. The Offeror must provide the information requested below for past performance evaluation or affirmatively state that it possesses no relevant, directly related, or similar past performance.

Design Team: submit past performance data on as many as three (3) projects that demonstrate design past performances, in performing similar in scope, size and complexity to that described in the RFP. Include design awards, customer letters of recommendation etc., with points of contact and telephone numbers.

Construction Team: submit past performance data on as many as three (3) projects that demonstrate design past performances, in performing similar in scope, size and complexity to that described in the RFP. Include design awards, customer letters of recommendation etc., with points of contact and telephone numbers.

- Information on previous design/build projects to include clear descriptions of the specific roles of the design and construction team owner's project budget, final construction cost estimates, bid price including accepted alternates, total number and cost of Change Orders.
- Explain any project difficulties and how the Offeror handled these issues.
- Attach Contractor's Final Application and Certification of Payment (AIA Form G702 or equal) for these design build project.

***Offerors are cautioned that the Selection Committee will use data provided by the teaming partners as well as data obtained from other sources in the evaluation of past performance.*

Quality of Proposed Design solution, including required technical submittals (200 points)

Evaluation will consider conformance to the Project Program Requirements including functional organization, space allocation and functional and operational requirements as reflected in the site and building layout. Offeror is to prepare conceptual drawings and plans that illustrate the architectural image of the proposed facility. These images will show site plan, conceptual floor plan and building elevations. Unique characteristics that the Offeror is proposing shall be shown separately to clarify intent.

- 100 – 150 points if proposal exceeds specified minimum performance or capability requirements in a way beneficial to the DISTRICT; proposal must have more strengths and no deficiencies.
- 60 – 99 points if proposal meets specified minimum performance or capability requirements delineated in the Request for Proposals; proposal must have no deficiencies but may have one or more strengths.
- 0 – 59 points if proposal does not clearly meet some specified minimum performance or capability requirements delineated in the Request for Proposal, but any such uncertainty is correctable.

Quality of Construction Approach (100 points)

Offeror is to describe the quality of products (building materials...) that have been included as part of the proposal. The discussion shall include any system enhancements to reduce life cycle costs of the building, and describe sustainable design features incorporated into the project.

- 100 – 150 points if the proposal exceeds specified minimum performance or capability requirements in a way beneficial to the DISTRICT; proposal must have one or more strengths and no deficiencies.

- 60 – 99 points if proposal meets specified minimum performance or capability requirements delineated in the Request for Proposals; proposal must have no deficiencies but may have one or more strengths.
- 0 – 59 points if proposal does not clearly meet some specified minimum performance or capability requirements delineated in the Request for Proposal, but any such uncertainty is correctable.

Management Plan for constructing the Project (50 points)

Offeror is to provide any enhancements to the personnel and procedures identified in the Phase I Qualification Statement.

- Describe how the construction will be managed, including security and safety controls, staging areas, delivery routes, crane locations and interfaces required at the site with the Using Agency.
- Address project specific criteria, risks that have been identified by the RFP and additional risks that the team has identified. State how those risks will be mitigated.
- Address protocol to support optimization of sustainability principles.
 - 39 – 50 points if proposal exceeds specified minimum performance or capability requirements that benefit the DISTRICT; proposal must have one or more strengths and no deficiencies.
 - 18 – 38 points if proposal meets specified minimum performance or capability requirements delineated in the Request for Proposal; proposal; must have no deficiencies but may have one or more strengths.
 - 0 – 17 points if proposal does not clearly meet some specified minimum performance or capability requirements delineated in the Request for Proposal, but any such uncertainty is correctable.

Project Schedule and Cost (250 points)

Offeror is to provide its proposed schedule dates for the WWTP Renovation & Expansion Project including at a minimum the following:

- Indicate critical dates and other information in sufficient detail for the Selection Committee to determine if the time frames are reasonable.
- Describe ability of the firm to deliver the project within the construction time identified.

The proposal must address Final Completion and Certificate of Occupancy by April 30, 2021, but Offeror may propose an earlier date. Points will be awarded on basis of quality of viability of the schedule presented and the extent to which completion is within such April 30, 2021, date.

The total cost will be evaluated and substantiated for reasonableness and realistic cost assessment in relation to the proposed conceptual design. Offeror may submit a price proposal that is below the MACC, but in no case should a proposal be submitted in excess of the MACC inclusive of including state & local taxes. Lowest cost will be awarded 250 points. The following formula will be used to calculate points for each higher cost proposal:

Points Allotted to Each Higher Cost Proposal is calculated as follows: Divide the Lowest Cost Proposal by Each Higher Cost Proposal) and multiply by 250 points to determine the allotted points for each Higher Cost Proposal.

V. GENERAL REQUIREMENTS INFORMATION

This section contains information about the RFP process and conditions under which this RFP is issued and how the intended project will be completed.

This procurement will be conducted in accordance with the laws and regulations of the State of California and the District's Procurement Policy Manual.

Roles and Responsibilities of the Design Build Team

The following general services shall be provided by the Design Build Team in connection with the Project. The Design Build Team shall at a minimum:

- Become fully informed about the Project and have the experience and ability necessary to perform the related services.
- Provide human resources, equipment and facilities necessary to furnish the required services through all phases of the Project. This shall include, but not be limited to:
 - Coordinating and working closely with the Project Manager's from Santa Fe DISTRICT.
 - Site Development and Planning.
 - Consider DISTRICT and Using Agency's input on conceptual design.
 - Design development documents at 30%, 60%, 90%, and final.
 - Make presentations to and obtain feedback from DISTRICT.
 - Prepare plans, specifications and construction documents (all materials used in construction shall meet all applicable code and regulatory requirements).
 - Obtain approval for the Project budget and Design from the DISTRICT's Project Team at the completion of the various phases of design and construction document development.
 - Provide general architectural/engineering supervision and contract administration during construction.
 - Provide on-site observation during construction.
 - Analyze alternatives and design the most sustainable project consistent with economic feasibility, environmental characteristics, expected life of improvement, operations and maintenance, energy conservation and state-of-the-art technology.
 - Provide periodic estimate updates to assure the DISTRICT that the actual construction costs remain with the Project budget.

- Perform required services in an expeditious manner to coincide with the Project schedule.
- Furnish qualified construction personnel who keep the DISTRICT's team advised on A/E matters pertaining to the construction of the Project, and who will work towards the goals of obtaining results prescribed by the plans and specifications. This shall require cooperate between the DISTRICT's team and the designated Project Manager with meetings on a weekly basis.
- Possess professional ethics and qualifications and represent the DISTRICT in accordance with a high standard of professional conduct.
- Secure all applicable building permits.

Roles and Responsibilities of the DISTRICT's Team

Examine documents submitted by the Design Build team and render decisions promptly to avoid unreasonable delay in the project.

- If the DISTRICT observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the DISTRICT to the Design Build team.

Acceptance of Conditions Governing Procurement

Offerors shall indicate their acceptance of the Conditions Governing the Procurement section in their Letter of Transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section IV of this RFP.

Incurring Cost

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

Consultants and Subcontractors

Since the award is made on the qualifications-based evaluation process, replacement of consultants/subcontractors after award of and prior to the contract execution may cause the Offeror to be disqualified. The Contractor must perform all work that may result from this RFP, and payments will be made only to the Contractor. Use of sub consultants/subcontractors identified in the proposal is permitted, but since the award of the contract is to be made on a qualifications-based evaluation process, subcontracting the responsibilities of the Construction Contractor portion of the work is not permitted. Use of subcontractors must be clearly explained in the proposal, and major subcontractors must be identified by name. The Contractor shall be wholly responsible for the entire performance whether or not subcontractors are used.

Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. DISTRICT personnel will not merge, collate, or assemble proposed materials.

Proposal Offer Firm

Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or ninety (90) days after receipt of a best and final offer.

Disclosure of Proposal Contents

Proposals are not open to public inspection until after an Offeror(s) has been selected for contract award. An Offeror may request non-disclosure of confidential information in its proposal. Proprietary or confidential data shall be readably separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the laws of the State of California. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request for disclosure of information for which an Offeror has made a written request for confidentiality, the Procurement Manager shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be disclosed. The proposal shall be open to public inspection subject to any statutory prohibition on the disclosure of confidential data.

No Obligation

This procurement in no manner obligates the DISTRICT or any of its departments to the use of any proposed professional services until a valid written contract is awarded and approved by the appropriate authorities.

Termination

This RFP may be cancelled at any time and any and all proposals may be rejected in whole or in part when the DISTRICT determines such action to be in the best interest of the DISTRICT.

Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be effected by sending a written (or email) notice to the Contractor. The DISTRICT's decisions as to whether sufficient appropriations and authorizations are available will be accepted by the Contractor as final.

Legal Review

The DISTRICT requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be promptly brought to the attention of the Contract Manger.

Governing Law

This procurement and any agreement with Offerors that may result shall be governed by the laws of the State of California.

Basis for Proposal

Only information supplied by the DISTRICT in writing (or email) through the Contract Manager or in this RFP should be used as the basis for the preparation of the Offeror proposals.

Contract Terms and Conditions

The contract between the DISTRICT and the Contractor will follow the format specified by the DISTRICT and contain the terms and conditions set forth by the DISTRICT in Appendix D - Standard Form of Agreement between Owner and Design/Builder Lump Sum as modified by the DISTRICT. Any questions about the contract terms and conditions must be brought to the attention of the Procurement Manger.

Contract Deviations

Any additional terms and conditions which may be the subject of negotiation, will be discussed only between the DISTRICT and the selector Offeror and shall not be deemed an opportunity to amend the Offeror's proposal.

Offeror Qualifications

The Selection Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Selection Committee will reject the proposal of any Offeror who is deemed not a Responsible Offeror or fails to submit a Responsive Offer as determined solely by the District. The Selection Committee reserves the right to waive minor technical irregularities. This right is at the sole discretion of the Selection Committee, subject to Contract Manager approval.

Clarification from Offerors

The Selections Committee after review of the proposals and/or interviews may request clarifications on information submitted by any and all Offerors in a written format with a specified deadline for response.

Release of Information

Only the Contract Manager is authorized to release information about the Project covered by this RFP. Offerors must refer to the Procurement Manager any requests to release any information that pertains to the work or activities covered by any action or award related to this RFP.

Right to Waive Minor Irregularities

The Selection Committee reserves the right to recommend the waiver of minor irregularities. The Selection Committee also reserves the right to recommend the waiver of mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement. This right is as the sole discretion of the Contract Manager.

Change in Contractor Representatives

The DISTRICT reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the DISTRICT meeting its needs adequately. Any change in contractor representatives must receive prior DISTRICT approval.

Notice

The criminal statutes of the State of California impose felony penalties for bribes, gratuities and kick-backs.

DISTRICT Rights

The DISTRICT reserves the right to accept all or a portion of an Offeror's proposal.

Right to Publish

Throughout the duration of this procurement process and contract term, potential Offerors and contractors must secure from the DISTRICT written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

Ownership of Proposals

All documents submitted in response to the RFP shall become property of the DISTRICT. However, any technical or user documentation submitted with the proposals on the non-selected Offerors shall be returned after the expiration of the protest period.

Electronic Mail Address Required

A large part of communication regarding this procurement will be conducted by electronic mail (e-mail). It is recommended that Offeror should have a valid e-mail address to receive this correspondence.

Hold Harmless

If service delivered hereunder is covered by any patent, copyright, trademark or application thereof, the Design Build Team will indemnify and hold the DISTRICT harmless from any and all losses, costs, expenses, and legal fees on account of any claims or legal actions filed for infringement of such rights by the Design Build Team.

Purchase Order

The DISTRICT will not be responsible for any service performed without its written and approved purchase order, contract or approved change order signed by the authorized representative.

Compliance with Applicable Laws

The Design Build Team shall comply with all federal and state laws and regulations pertaining to work under its charge and shall bear all expenses associated with such compliance. The Design Build Team agrees to comply with state laws and rules applicable to worker's compensation benefits for its employees. If the Design Build Team fails to comply with applicable worker's compensation laws and rules, the DISTRICT may terminate the contract. The Design Build Team will be responsible for obtaining all required insurance.

Conflict of Interest

The Design Build Team shall warrant that it presently has no interest and will not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of service under the award of the contract.

Bid Bond

Securing in the amount of not less than five percent (5%) of the total amount of the proposal submitted is required of each short-listed, selected Offeror. An acceptable Bond or Cashier's Check must accompany each proposal as a guarantee that, if awarded the contract, the Offeror will enter into a contract promptly and execute the required Contract Documents. The successful Offeror's security will be retained until they have signed a contract and furnished required Payment and Performance Bonds. The security will become part of the DISTRICT as liquidated damages for delay and additional expenses caused thereby in the event that the contract is not executed and/or acceptable one-hundred percent (100%) Performance and Payment bonds are not delivered within the time set forth. The DISTRICT reserves the right to retain the security of the next two ranked Offerors until the accepted Offeror enters into a contract or until forty-five (45) days after the receipt of proposals, whichever is shorter. All other security will be returned within seven (7) days of the selection announcement.

RESPONSE FORMAT, ORGANIZATION, AND SPECIFICATIONS***Number of Responses***

Only one proposal may be submitted by each Offeror for this project. Offerors shall provide seven (7) identical copies of their proposal at the location specified herein.

Phase 1 Proposal Format

The proposal shall be limited in format and length. Format will be 8- 1/2" x 11" with foldout sheets

allowed up to 11" x 17" in size. All foldout sheets, up to a maximum of 11" x 17" sheets will be counted as two pages and shall be labeled as such. Length of the proposal shall be limited to a maximum of thirty (30) numbered pages (printed sheet faces) of text no smaller than 10 point and/or graphics. If there is any question as to format requirements contact the Contract Manager for clarification prior to submittal of the proposal.

Material excluded from the thirty (30) pages maximum count is limited to:

- Front Cover (photos with captions on inside cover allowed)
- Divider pages (blank except for title information)
- Back cover (photos with captions on inside back cover allowed)
- Submittal letter (two page maximum)
- Table of Contents page (two page maximum)
- Certificate(s) of Insurance (include as Attachment A)
- Required Forms (if applicable)

Proposal Organization

All pages shall be numbered except for those specifically excluded from the page count. All foldout pages shall be counted as two (2) pages and shall be numbered as such. Proposals shall be organized and tabbed in the same order as the evaluation criteria.

Submittal Letter

(Two page maximum) Each proposal must be accompanied by a submittal letter. The submittal letter shall identify the Offerors as follows:

- Identify the name and title of the person(s) authorized to contractually obligate the Offeror for the purpose of the RFP and the contract; and the name and license number of the A/E of record in California and the name and license number of the General Contractor.
- Identify the names, titles, telephone and fax numbers, and email address of persons to be contacted for clarification questions regarding this RFP.
- Shall represent that the information provided in the RFP proposal documents is truthful, accurate and complete and that the firm and individual responsible for the submission shall be fully responsible for and bound by all information, data, certifications, disclosures and attachments included in the RFP proposal documents.
- Agree to compliance with all codes, regulation, facilities, DISTRICT standards and requirements in law.
- Be signed by the person authorized to contractually obligate the Offeror Acknowledge receipt of any and all addendums/amendments to this RFP.

INSURANCE

Insurance Requirements

The minimum requirements for this RFP are:

- Architects / Engineers Professional Liability (Errors and Omissions): a minimum of \$1,000,000 per occurrence and \$5,000,000 in the aggregate. Please refer to the Agreement for actual requirements. With this proposal submit a certification of Insurance showing current coverage equal to or greater than what is required in this RFP.
- Contractor's Commercial General Liability: a minimum of \$10,000,000 per occurrence and \$20,000,000 in the aggregate.
- Umbrella Policy in the amount of \$20,000,000

If the Design Build Team is a joint venture and/or association, the required insurance coverage will be in the name of the joint venture or association.

END OF REQUEST FOR PROPOSALS

APPENDIX A
ACKNOWLEDGEMENT OF RECEIPT FORM
DESIGN/BUILD
SAN MIGUEL WASTEWATER TREATMENT PLANT
RENOVATION / EXPANSION

In acknowledgement of receipt this Request for Proposal of the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents and ending in Appendix D.

The acknowledgement of receipt shall be signed and returned to the Contractor Manager no later than close of business on November 15, 2019. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of the Offeror written questions and the DISTRICT's responses to those questions as well as RFP amendments, if any are issued.

COMPANY: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

EMAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to this Request for Proposal.

Firm does intend to respond to this Request for Proposals.

Firm does not intent to respond to this Request for Proposals.

San Miguel Community Services District
 Attn: Kelly Dodds, Director of Utilities
 1150 Mission Street
 San Miguel CA 93451
 (805) 467-3388 Ext 206
 Email: kelly.dodds@sanmiguelcsd.org

APPENDIX B
PROJECT TEAM ORGANIZATIONAL CHART
DESIGN / BUILD
SAN MIGUEL WASTEWATER TREATMENT PLANT
RENOVATION / EXPANSION

San Miguel Community Services District WWTP Upgrade & Expansion Project DESIGN TEAM



Kelly Dodds
Director of Utilities

Blaine Reely, PhD, PE
Project Manager

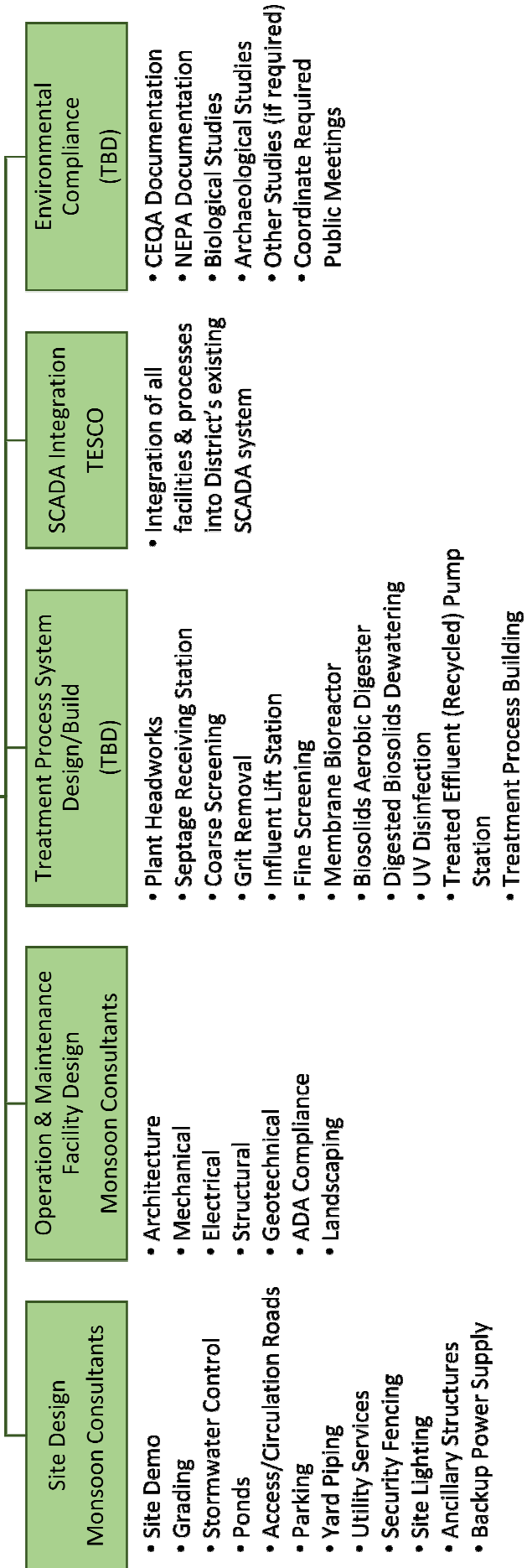


Exhibit Title:

EXHIBIT 3. DESIGN TEAM WORKFLOW

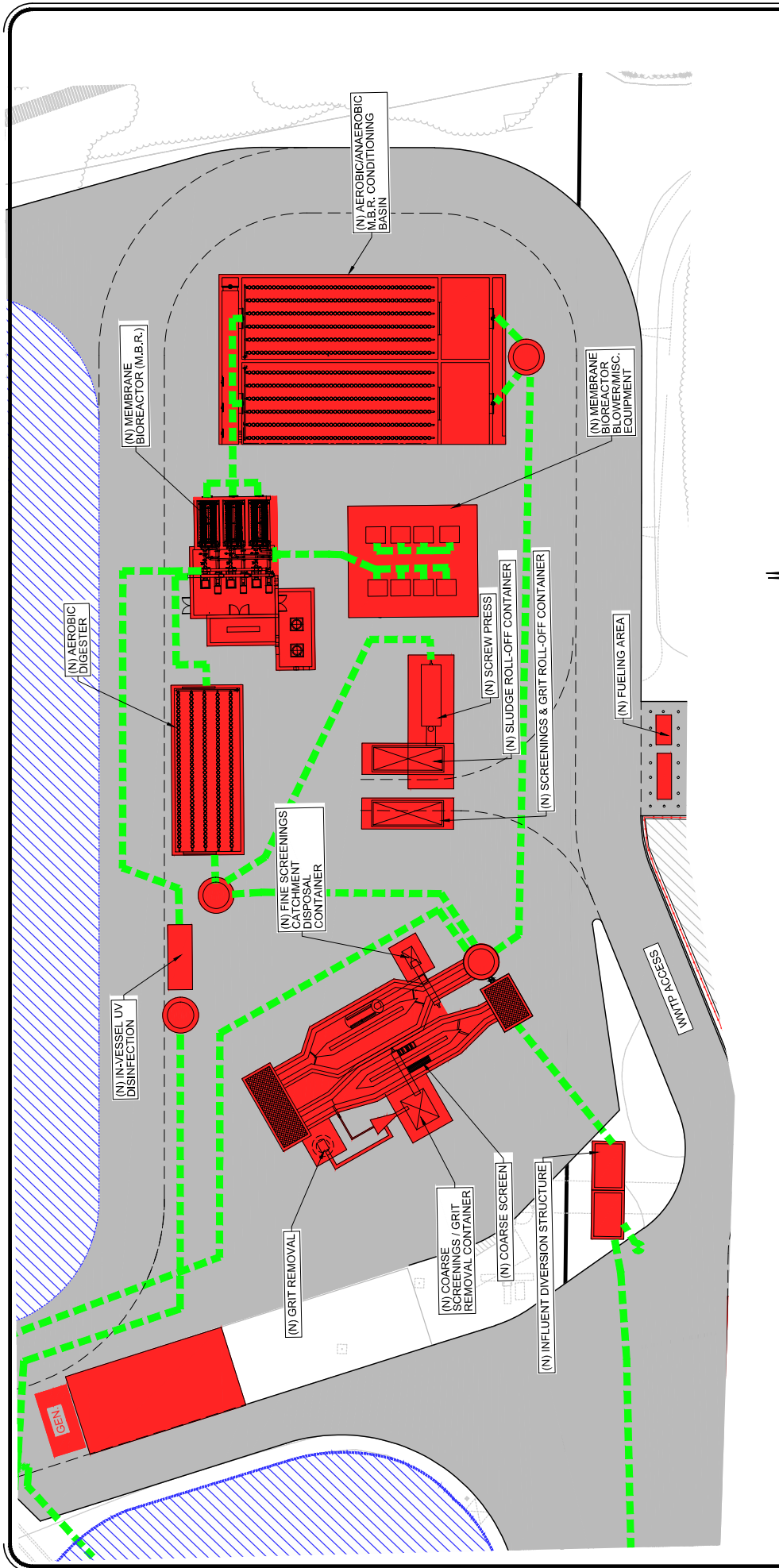
Developer:

**SAN MIGUEL COMMUNITY SERVICES DISTRICT
WASTEWATER TREATMENT PLANT**



MONSOON
 P.O. BOX 151
 SAN LUIS OBISPO, CA 93406
 805-476-6168 PH. breely@monsoonconsultants.com

APPENDIX C
SCHEMATIC DESIGN OF NEW WWTP LAYOUT
DESIGN / BUILD
SAN MIGUEL WASTEWATER TREATMENT PLANT
RENOVATION / EXPANSION



MONSOON
 P.O. BOX 151
 SAN LUIS OBISPO, CA 93406
 805-476-6168 PH. breely@monsoonconsultants.com

**EXHIBIT 2
 TREATMENT PROCESS SYSTEM**

APPENDIX D
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN BUILDER
DESIGN / BUILD
SAN MIGUEL WASTEWATER TREATMENT PLANT
RENOVATION / EXPANSION

Standard Form of General Conditions of Contract Between Owner and Design-Builder

Document No. 535

Second Edition, 2010

© Design-Build Institute of America
Washington, D.C.



INSTRUCTIONS

For DBIA Document No. 535 Standard Form of General Conditions of Contract Between Owner and Design-Builder (2010 Edition)

General Instructions

No.	Subject	Instruction
1.	Standard Forms	Standard form contracts have long served an important function in the United States and international construction markets. The common purpose of these forms is to provide an economical and convenient way for parties to contract for design and construction services. As standard forms gain acceptance and are used with increased frequency, parties are able to enter into contracts with greater certainty as to their rights and responsibilities.
2.	DBIA Standard Form Contract Documents	Since its formation in 1993, the Design-Build Institute of America (DBIA) has regularly evaluated the needs of owners, design-builders, and other parties to the design-build process in preparation for developing its own contract forms. Consistent with DBIA's mission of promulgating best design-build practices, DBIA believes that the design-build contract should reflect a balanced approach to risk that considers the legitimate interests of all parties to the design-build process. DBIA's Standard Form Contract Documents reflect a modern risk allocation approach, allocating each risk to the party best equipped to manage and minimize that risk, with the goal of promoting best design-build practices.
3.	Use of Non-DBIA Documents	To avoid inconsistencies among documents used for the same project, DBIA's Standard Form Contract Documents should not be used in conjunction with non-DBIA documents unless the non-DBIA documents are appropriately modified on the advice of legal counsel. Moreover, care should also be taken when using different editions of the DBIA Standard Form Document on the same project to ensure consistency.
4.	Legal Consequences	DBIA Standard Form Contract Documents are legally binding contracts with important legal consequences. Contracting parties are advised and encouraged to seek legal counsel in completing or modifying these Documents.
5.	Reproduction	DBIA hereby grants to purchasers a limited license to reproduce its Documents consistent with the License Agreement accompanying these Documents. At least two original versions of the Agreement should be signed by the parties. Any other reproduction of DBIA Documents is strictly prohibited.
6.	Modifications	<p>Effective contracting is accomplished when the parties give specific thought to their contracting goals and then tailor the contract to meet the unique needs of the project and the design-build team. For that reason, these Documents may require modification for various purposes including, for example, to comply with local codes and laws, or to add special terms. DBIA's latest revisions to its Documents provide the parties an opportunity to customize their contractual relationship by selecting various optional contract clauses that may better reflect the unique needs and risks associated with the project.</p> <p>Any modifications to these Documents should be initialed by the parties. At no time should a document be re-typed in its entirety. Re-creating the document violates copyright laws and destroys one of the advantages of standard forms-familiarity with the terms.</p>
7.	Execution	It is good practice to execute two original copies of the Agreement. Only persons authorized to sign for the contracting parties may execute the Agreement.

Specific Instructions

Section	Title	Instruction
General	Purpose of This Document	<p>The General Conditions of Contract provide the terms and conditions under which the Work of the Project will be performed.</p> <p>This document accompanies DBIA Document No. 525 and DBIA Document No. 530 (each referred to herein generally as "Agreement"). It may also be incorporated by reference into other related agreements, as between the Design-Builder and the Design Consultant, and the Design-Builder and the Subcontractor.</p>
General	Checklist	<p>The following Sections reference documents that are to be attached to the Agreement:</p> <p>Section 3.5.1 Owner's Permit List Article 5 Insurance and Bonds Section 9.4.2 Unit Prices</p>
2.1.3	Schedule	<p>The parties are encouraged, if possible, to agree to a schedule for the execution of the Work upon execution of the Agreement or upon establishing the GMP.</p>
2.2.1	Design Professional Services	<p>The parties should be aware that in addition to requiring compliance with state licensing laws for design professionals, some states also require that the design professional have a corporate professional license.</p>
2.3.1	Standard of Care for Design Professional's Services	<p>Design-Builder's obligation is to deliver a design that meets prevailing industry standards. However, DBIA has provided the parties at Article 11 of the Agreement an optional provision whereby if Owner can identify specific performance standards that can be objectively measured, Design-Builder is obligated to design the Project to satisfy these standards if this optional provision is selected. To avoid any confusion and to ensure that the parties fully understand what their obligations are, the specific performance standards should be clearly identified and should be able to be objectively measured. The Design-Builder should recognize that this is a heightened standard of care that has insurance ramifications that should be discussed with the Design-Builder's insurance advisor.</p>
3.5.1	Government Approvals and Permits	<p>Design-Builder is responsible for obtaining all necessary permits, approvals and licenses, except to the extent specific permits, approvals, and licenses are set forth in an Owner's Permit List, which must be attached as an exhibit to the Agreement. The parties, prior to execution of the Agreement, should discuss which permits, approvals and licenses need to be obtained for the Project and which party is in the best position to do so.</p>
5.1.1	Design-Builder's Insurance Requirements	<p>Design-Builder is obligated to provide insurance coverage from insurance carriers that meet the criteria set forth in the Insurance Exhibit attached to Section 10.1 of the Agreement.</p>
5.1.2	Exclusions to Design-Build	<p>Parties are advised that their standard insurance policies may contain exclusions for the design-build delivery method. This Section 5.1.2 requires that any such exclusions be deleted from the policy.</p>
5.2	Owner's Insurance Requirements	<p>Owner, in addition to providing the insurance set forth in this Section and Section 5.3, is also obligated to procure the insurance coverages for the amounts and consistent with the terms set forth in the Insurance Exhibit made part of the Agreement.</p>
5.4	Bonds and Other Performance Security	<p>Design-Builder is only obligated to provide bonds or other forms of performance security to the extent called for in Section 10.2 of the Agreement.</p>

Section	Title	Instruction
8.2.2	Compensability for Force Majeure Events	The parties are provided the option in the Agreement of negotiating whether the Design-Builder is entitled to compensation for Force Majeure Events.
9.4.1	Contract Price Adjustments	Unit prices, if established, shall be attached pursuant to Article 2 of the Agreement.
9.4.3	Payment/ Performance of Disputed Services	When Owner disputes Design-Builder's entitlement to a change order or disagrees with Design-Builder regarding the scope of Work, and nevertheless expects Design-Builder to perform the services, Design-Builder's cash flow and ability to complete the Work will be hampered if Owner fails to pay Design-Builder for the disputed services. This Section provides a balanced approach whereby Design-Builder is required to perform the services, but Owner is required to pay fifty percent (50%) of Design-Builder's reasonable estimated direct costs of performing such services until the dispute is settled. By so doing, Owner does not forfeit its right to deny total responsibility for payment, and Design-Builder does not give up its right to demand full payment. The dispute shall be resolved according to Article 10.
Article 10	Contract Adjustments and Disputes	DBIA endorses the use of partnering, negotiation, mediation and arbitration for the prevention and resolution of disputes. The General Conditions of Contract provides for the parties' Representatives and Senior Representatives to attempt to negotiate the dispute or disagreement. If this attempt fails, the dispute shall be submitted to mandatory, non-binding mediation. Any dispute that cannot be resolved by mediation shall then be submitted to binding arbitration, unless the parties elect in the Agreement to submit their dispute to a court of competent jurisdiction.
10.3.4	Arbitration	The prevailing party in any arbitration shall receive reasonable attorneys' fees from the other party. DBIA supports this "loser pays" provision to encourage parties to negotiate or mediate their differences and to minimize the number of frivolous disputes.
10.4	Duty to Continue Performance	Pending the resolution of any dispute or disagreement, both Owner and Design-Builder shall continue to perform their respective duties under the Contract Documents, unless the parties provide otherwise in the Contract Documents.
10.5	Consequential Damages	DBIA believes that it is inappropriate for either Owner or Design-Builder to be responsible to the other for consequential damages arising from the Project. This limitation on consequential damages in no way restricts, however, the payment of liquidated damages, if any, under Article 5 of the Agreement.
11.4	Design-Builder's Right to Terminate for Cause	If Design-Builder properly terminates the Agreement for cause, it shall recover from Owner in the same way as if Owner had terminated the Agreement for convenience under Article 8 of the Agreement. Owner shall pay to Design-Builder its costs, reasonable overhead and profit on the costs, and an additional payment based on a percentage of the remaining balance of the Contract Price, all as more fully set forth in Article 8 of the Agreement.
Article 12	Electronic Data	Design-Builder and Owner shall agree on the software and format for the transmission of Electronic Data. Ownership of Work Product in electronic form is governed by Article 4 of the Agreement. The transmitting party disclaims all warranties with respect to the media transmitting the Electronic Data, but nothing in this Article is intended to negate duties with respect to the standard of care in creating the Electronic Data.

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Article 1

General

1.1 Mutual Obligations

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under either DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder - Lump Sum* (2010 Edition) or DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price* (2010 Edition).

1.2.2 *Basis of Design Documents* are as follows: For DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*, the Basis of Design Documents are those documents specifically listed in, as applicable, the GMP Exhibit or GMP Proposal as being the "Basis of Design Documents." For DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum*, the Basis of Design Documents are the Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any.

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.

1.2.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.7 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.8 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.9 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition).

1.2.10 *GMP Exhibit* means that exhibit attached to DBIA Document No. 530, *Standard Form of*

Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price, which exhibit will have been agreed upon by Owner and Design-Builder prior to the execution of the Agreement.

1.2.11 *GMP Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 of DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee With an Option for a Guaranteed Maximum Price*.

1.2.12 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.13 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.14 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

1.2.15 *Site* is the land or premises on which the Project is located.

1.2.16 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.17 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.18 *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.19 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Design-Builder shall provide Owner with a monthly status report detailing the progress of

the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

2.4 Design Development Services.

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided

to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-

Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from

their performance of the Work.

2.9 Design-Builder's Warranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be

defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

3.2.1.1 Surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

3.2.1.2 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.1.3 Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable Design-Builder to perform the Work;

3.2.1.4 A legal description of the Site;

3.2.1.5 To the extent available, record drawings of any existing structures at the Site; and

3.2.1.6 To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 At Design-Builder's request, Owner shall promptly furnish reasonable evidence satisfactory to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 hereof or exercise any other right permitted under the Contract Documents.

3.3.2 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in the Owner's Permit List attached as an exhibit to the Agreement.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for

whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Design-Builder with reasonable promptness according to the Design-Builder's information and belief.

5.2 Owner's Liability Insurance.

5.2.1 Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located such liability insurance as set forth in the Insurance Exhibit to the Agreement to protect Owner from claims which may arise from the performance of Owner's obligations under the Contract Documents or Owner's conduct during the course of the Project.

5.3 Owner's Property Insurance.

5.3.1 Unless otherwise provided in the Contract Documents, Owner shall procure and maintain from insurance companies authorized to do business in the state in which the Project is located property insurance upon the entire Project to the full insurable value of the Project, including professional fees, overtime premiums and all other expenses incurred to replace or repair the insured property. The property insurance obtained by Owner shall be the broadest coverage commercially available, and shall include as additional insureds the interests of Owner, Design-Builder, Design Consultants and Subcontractors of any tier. Such insurance shall include but not be limited to the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, flood, earthquake, debris removal and other perils or causes of loss as called for in the Contract Documents. The property insurance shall include physical loss or damage to the Work, including materials and equipment in transit, at the Site or at another location as may be indicated in Design-Builder's Application for Payment and approved by Owner. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.1.

5.3.2 Unless the Contract Documents provide otherwise, Owner shall procure and maintain boiler and machinery insurance that will include the interests of Owner, Design-Builder, Design Consultants, and Subcontractors of any tier. The Owner is responsible for the payment of any deductibles under the insurance required by this Section 5.3.2.

5.3.3 Prior to Design-Builder commencing any Work, Owner shall provide Design-Builder with certificates evidencing that (i) all Owner's insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect until Design-Builder has completed all of the Work and has received final payment from Owner and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days prior written notice is given to Design-Builder. Owner's property insurance shall not lapse or be canceled if Owner occupies a portion of the Work pursuant to Section 6.6.3 hereof. Owner shall provide Design-Builder with the necessary endorsements from the insurance company prior to occupying a portion of the Work.

5.3.4 Any loss covered under Owner's property insurance shall be adjusted with Owner and Design-Builder and made payable to both of them as trustees for the insureds as their interests may appear, subject to any applicable mortgage clause. All insurance proceeds received as a result of any loss will be placed in a separate account and distributed in accordance with such agreement as the interested parties may reach. Any disagreement concerning the distribution of any proceeds will be resolved in accordance with Article 10 hereof.

5.3.5 Owner and Design-Builder waive against each other and Owner's separate contractors, Design Consultants, Subcontractors, agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. Design-Builder and Owner shall, where appropriate, require similar waivers of subrogation from Owner's separate contractors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts. These waivers of subrogation shall not contain any restriction or limitation that will impair the full and complete extent of its applicability to any person or entity unless agreed to in writing prior to the execution of this Agreement.

5.4 Bonds and Other Performance Security.

5.4.1 If Owner requires Design-Builder to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

5.4.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Unless required by the Owner upon execution of this Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.1.2 The Owner will timely review and approve the schedule of values so as not to delay the submission of the Design-Builder's first application for payment. The Owner and Design-Builder shall timely resolve any differences so as not to delay the Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 All discounts offered by Subcontractor, Sub-Subcontractors and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay

Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely Design-Builder any amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.7.2.1 An affidavit that there are no claims, obligations or liens outstanding or

unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 Consent of Design-Builder's surety, if any, to final payment;

6.7.2.4 All operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests, (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion and (iii) the terms of any special warranties required by the Contract Documents.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the Punch List if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein, and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process

or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.2 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Owner's General Indemnification.

7.5.1 Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Design-Builder and any of Design-Builder's officers, directors, and employees, from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Owner's separate contractors or anyone for

whose acts any of them may be liable.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice

Owner's right to argue that it has no responsibility to pay for such services and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless the Owner and Design-Builder mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, the parties shall submit within thirty (30) days of the conclusion of the meeting of Senior Representatives the dispute or disagreement to non-binding mediation. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration

Association (“AAA”) pursuant to its Construction Industry Mediation Rules. The mediation will be governed by and conducted pursuant to a mediation agreement negotiated by the parties or, if the parties cannot so agree, by procedures established by the mediator. Unless otherwise mutually agreed by the Owner and Design-Builder and consistent with the mediator’s schedule, the mediation shall commence within ninety (90) days of the submission of the dispute to mediation.

10.3 Arbitration.

10.3.1 Any claims, disputes or controversies between the parties arising out of or relating to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 above, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the AAA then in effect, unless the parties mutually agree otherwise.

10.3.2 The award of the arbitrator(s) shall be final and binding upon the parties without the right of appeal to the courts. Judgment may be entered upon it in accordance with applicable law by any court having jurisdiction thereof.

10.3.3 Design-Builder and Owner expressly agree that any arbitration pursuant to this Section 10.3 may be joined or consolidated with any arbitration involving any other person or entity (i) necessary to resolve the claim, dispute or controversy, or (ii) substantially involved in or affected by such claim, dispute or controversy. Both Design-Builder and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project to require such joinder or consolidation.

10.3.4 The prevailing party in any arbitration, or any other final, binding dispute proceeding upon which the parties may agree, shall be entitled to recover from the other party reasonable attorneys’ fees and expenses incurred by the prevailing party.

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.5.2 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

11.3.1.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

11.3.1.2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.4.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request

of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error.

Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information.

13.1.1 Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (i) the transmitting party identifies as either confidential or proprietary; (ii) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (iii) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

13.2 Assignment.

13.2.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the place of the Project, without giving effect to its conflict of law principles.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

**APPENDIX E
ENGINEERING REPORT
DESIGN / BUILD
SAN MIGUEL WASTEWATER TREATMENT PLANT
RENOVATION / EXPANSION
(AVAILABLE AT DISTRICT WEBSITE – www.sanmiguelcsd.org)**



San Miguel Community Services District

Board of Directors Staff Report

October 24, 2019

AGENDA ITEM: XI-5

SUBJECT: Discuss and approve Resolution 2019-37 authorizing the Director of Utilities to sign and submit applications for grants and loans, on behalf of the District, for the purposes of securing funding for the Machado Wastewater Treatment Facility Expansion/ Upgrade.

RECOMMENDATION:

Approve **Resolution 2019-37** authorizing the Director of Utilities to sign and submit applications for grants and loans, on behalf of the District, for the purposes of securing funding for the Machado Wastewater Treatment Facility Expansion/ Upgrade.

DISCUSSION:

In 2013, the Board authorized staff to apply for and receive any grants without a matching component without further approval from the San Miguel Community Services District Board of Directors (“Board”).

Currently the Director of Utilities and District Engineer are actively working to identify and apply for grants in order to fund the Machado Wastewater Treatment Facility expansion and upgrade.

In order to move forward in identifying additional grants, grant/ loans, and loans the Board needs to formally authorize the Director of Utilities to apply for those funds.

THE BOARD WILL HAVE TO APPROVE ANY LOANS OR GRANT/ LOANS AWARDED TO THE DISTRICT THROUGH BOARD RESOLUTION BEFORE THE DISTRICT IS OBLIGATED TO THE LOAN.

Staff’s request now is for authorization to submit for grants, grant/ loans, and loans on behalf of the District specifically for the purposes of funding the Machado Wastewater Treatment Facility expansion and upgrade. If the District is awarded any funds or loans, the Board will be required

to, through resolution, formally accept the grant or loan. Thus, giving the Board final authority over the acceptance, and obligation of funds.

Staff will continue to update the board on activity regarding grants and other opportunities as information is available.

Fiscal Impact:

There is no negative fiscal impact associated with approving this resolution.

PREPARED BY:

Kelly Dodds

Director of Utilities

Attachment: **Resolution No 2019-37**

RESOLUTION NO. 2019-37

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT AUTHORIZE THE DIRECTOR OF UTILITIES TO
SIGN AND SUBMIT APPLICATIONS FOR GRANTS, GRANT/ LOANS AND LOANS FOR THE
PURPOSES OF FUNDING THE MACHADO WASTEWATER TREATMENT FACILITY EXPANSION
AND UPGRADE.**

WHEREAS, the San Miguel Community Services District (“District”) is currently undergoing an expansion and upgrade of the existing Machado Wastewater Treatment Facility (WWTF); and

WHEREAS, the District Board of Directors (“Board”) understands that grants are in the best financial interest of the District, but that grant/ loans or loans will be necessary to fully fund the expansion of the WWTF; and

WHEREAS, Board authorization is required to apply for funding prior to application and that all awarded grants or loans will require Board approval prior to acceptance by the District; and

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the San Miguel Community Services District hereby authorizes the Director of Utilities to apply for grants, grant/ loans, and loans on behalf of the District for the purposes of funding the Machado Wastewater Treatment Facility expansion and upgrade.

PASSED AND ADOPTED by the Board of Directors on a motion of Director _____, seconded by Director _____ by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

the foregoing Resolution is hereby passed and adopted this 24th day of October 2019.

John Green, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Robert Roberson, Interim General Manager

Douglas L. White, District General
Counsel



San Miguel Community Services District

Board of Directors Staff Report

October 24, 2019

AGENDA ITEM: XI - 6

SUBJECT: Discuss and approve Resolution 2019-34 adopting proposed revisions to the Water, Wastewater, Lighting and Solid Waste Will Serve application, Review and inspection Fee schedule and rescinding any and all previous related will serve applications and in section fees

RECOMMENDATION: Approve Resolution No 2019-34 adopting revisions to District's Utility Will Serve application, review and inspection fees for water, wastewater, lighting, and solid waste.

BACKGROUND:

In February of this year the San Miguel Community Services District Board of Directors ("Board") adopted a revised will serve application and fee schedule. Due to the expanding services and additional interest in building within the District, it has become evident that some services were missed in the last revision of the will serve application and fee schedule.

Specifically, the following should now be incorporated into the application and fee schedule;

- Street lighting and solid waste was added to the application to account for time and recourses spent processing, reviewing and inspecting lighting and solid waste facilities;
- Review and inspection of fire lines and fire hydrants;
- Review of solid waste management for commercial and multifamily development; and
- Review of landscaping for commercial and multifamily development.

These changes will become effective once approved by the Board. These changes will not change any projects already under construction with active will serves.

These fees are for cost recovery only, no excess revenue is anticipated from these fees.

Staff recommends that the Board should review the proposed revisions and approve the proposed revisions to the District's Will Serve application and related, cost recovery fees.

Alternative Actions

1. Reject the proposed revisions; or
2. Provide amendments to the proposed revisions.

Fiscal Impact:

There is no negative fiscal impact associated with approving and adopting new application and fees related to the District's Will Serve and Inspection application. The proposed increase in fee charges will, over time, provide cost recovery for these services being performed.

PREPARED BY:

Kelly Dodds

Director of Utilities

Attachment: 1. **Resolution No 2019-34**
2. Proposed revised Will Serve application with review and inspection fee schedule

San Miguel Community Services District
Utility Will Serve Application Packet
& Information for:
Water, Wastewater, ~~and Street~~ Lighting
and Solid Waste



Revisions 1/4/16, 2/3/16, 2/28/19 Last Revision 10/24/2019

Approved by Resolution 2019-34

Estimated Fees are due at time of application submission:

- Application Fees are estimates only, additional plan review/ inspection fees may apply and will be due at time of pickup of the will serve
- All will serve application and review/ inspection fees are non-refundable.
- Preliminary Will Serves are valid for 1 year from date of issuance
- A preliminary will serve may be granted a maximum of one extension for 6 months with proof that the project is actively progressing toward construction.
- Final Will Serves do not expire but if services are not installed within 1 year of issuance then a new application with review fees will be required.
- Final Will Serves are only issued after plans are approved and all associated review and connection fees are paid in full.

Plan review fee schedule Residential

New residential construction plan review and inspection

(per subdivision/ development/ tract- more than 15 units) Master site review/ inspection

• New development/ Tract (Water infrastructure)	\$1,000	(\$_____)
• New development/ Tract (Sewer infrastructure)	\$1,000	(\$_____)
• New development/ Tract (Streetlighting infrastructure)	\$150	(\$_____)
TOTAL New development plan review fees		(\$_____)

New residential construction plan review and inspection

(per subdivision/ development/ tract- 15 units or less) Master site review/ inspection

• New development/ Tract (Water infrastructure)	\$500	(\$_____)
• New development/ Tract (Sewer infrastructure)	\$500	(\$_____)
• New development/ Tract (Streetlighting infrastructure)	\$100	(\$_____)
TOTAL New development plan review fees		(\$_____)

New residential construction plan review and inspection

(per permitted SFR/ building within a subdivision/ development/ tract)

• SFR/ Building Plan review and inspection (Water services)	\$200	(\$_____)
• SFR/ Building Plan review and inspection (Sewer services)	\$200	(\$_____)
• SFR/ Building Plan review and inspection (Lighting – as applicable)	\$50	(\$_____)
TOTAL New individual permitted SFR/ Building, plan review fees		(\$_____)

Residential Remodel or addition plan review and inspection (per building)

• Plan review and inspection (Per Water service)	\$150	(\$_____)
• Plan review and inspection (Per sewer service)	\$150	(\$_____)
• Plan review No inspection needed (Per Water service)	\$50	(\$_____)
• Plan review No inspection needed (Per sewer service)	\$50	(\$_____)
TOTAL Remodel/ addition plan review fees		(\$_____)

(Continued on next page)

Plan review fee schedule Commercial/ Mixed use/ Multifamily

New construction plan review (per subdivision/ development/ tract)

Master site review/ inspection only

- New subdivision/ development/ Tract (Water infrastructure) \$1,000 (\$_____)
 - New subdivision/ development/ Tract (Sewer infrastructure) \$1,000 (\$_____)
 - New subdivision/ development/ Tract (Lighting infrastructure) \$250 (\$_____)
- TOTAL New development plan review fees** (\$_____)

New construction individual plan review and inspection

(per permitted building)

- Plan review and inspection (Water services) \$200 (\$_____)
 - Backflow review and inspection (per backflow) \$50 (\$_____)
 - Plan review and inspection (Sewer services) \$200 (\$_____)
 - Plan review and inspection (Lighting services) \$50 (\$_____)
- TOTAL New individual permitted building, plan review fees** (\$_____)

Remodel/ addition plan review

(per existing service)

- Plan review and inspection (Per Water service) \$150 (\$_____)
 - Plan review and inspection (Per Sewer service) \$150 (\$_____)
 - Backflow review and inspection (per backflow) \$50 (\$_____)
 - Plan review No inspection needed (Per Water service) \$50 (\$_____)
 - Plan review No inspection needed (Per sewer service) \$50 (\$_____)
- TOTAL Remodel/ addition plan review fees** (\$_____)

Plan review fee schedule fire lines and hydrants (individual installations)

New or replacement fire line (per line/ review and inspection)

- Dedicated fire line with/ without backflow (per line) \$200 (\$_____)

New, relocated or replacement fire hydrant (per hydrant/ review and inspection)

- Fire hydrant on existing water main (not part of tract plan) \$200 (\$_____)

TOTAL Fire line/ hydrant review and inspection fees (\$_____)

(Continued on next page)

Plan review fee schedule solid waste (commercial/ multifamily)

- Review of solid waste management \$50 (\$)

Plan review fee schedule landscape service (commercial/ multifamily)

- Review of landscaping \$50 (\$)

Engineering/ Connection fees/ Meter fees

Outside engineering costs associated with the District Engineer or other outside consultants or engineers for the proposed project will be billed at actual cost plus 15%.

Fees listed above are for plan review and inspection only.

Connection fees will be charged at the current rate in effect at the time connection fees are paid.

Water Meters will be charged at the current rate in effect at the time the meter fees are paid.

Application check list

Information required for all applications:

Completed ***Water, Wastewater, Street Lighting, Solid Waste Will Serve Application***

Items to attach to application:

1. Plot Plan
2. Construction Plans - 1 Electronic PDF file submitted by email
3. Construction Plans – 2 Complete Full-Size Printed Plan Set stamped by the design professional
4. Grant Deed or Lot Book Guarantee
5. Initial application fee based on fees from prior page

Additional information required for all non-residential applications:

Completed ***Wastewater Survey Form***

A survey is required for all non-residential applications. A Wastewater Discharge Permit may be required based on the information provided in the Wastewater Survey.

Items to attach to application:

1. Submit ***Signature of Receipt*** for all non-residential uses.

Completed ***Wastewater Discharge Permit Application***

All food service and/or processing uses are must obtain a wastewater discharge permit and install grease interceptors. A Wastewater Discharge permit may be required for other uses based on the information provided in the Wastewater Survey. (pg. 18-26)

Items to attach to application:

Specifications of proposed Grease Trap or Interceptor
Cut Sheets for proposed Grease Trap or Interceptor
Submit ***Signature of Receipt*** for all non-residential use

NOTICE TO BUILDERS/CONTRACTORS/HOMEOWNERS

Single-family residence builders please note

Your fire sprinkler contractor's design and calculations will determine the size of the water meter required. District standard for new water services is 1" Polyethylene iron pipe size pipe, with a 1" Master Meter brand water meter. Please consult with your fire sprinkler contractor prior to submittal to ensure that this arrangement is adequate.

Multifamily/ commercial builders please note:

Your fire sprinkler contractor's design and calculations will determine the size of the meter(s) and fire line(s) required. Please consult with your fire sprinkler contractor prior to requesting any water services

A backflow prevention device will be required by the District for all commercial buildings, and any multifamily building of 4 or more units, and all services which service landscaping. The device size will be determined by the demand of the building by fixture count and or the size requirement of the fire protection systems.

Landscape meters:

You must provide calculations and plans from a landscaper or other design professional clearly outlining the water demand of the proposed landscaping. The District will determine the meter size based on the demand requirements provided.

Service connection configuration:

All new services must be installed in accordance with the applicable ordinances, standards, and policies in effect at the time of plan approval.

WATER, WASTEWATER AND LIGHTING WILL SERVE APPLICATION

Estimated Fees are required at time of application submission

APPLICANT INFORMATION (Please fill out completely)

Primary Contact Name: _____ Phone: _____

Title: _____ Email Address: _____

Owner Name: _____

Owner Address: _____

City: _____ State: _____ Zip: _____

Work Phone: (____) _____ Home: (____) _____ Cell: (____) _____

Email Address (Owner): _____

Please note that an agent acting for the owner shall submit written authorization with owner's original signature. (pg. 11)

Agent Name: _____

Agent Address: _____

City: _____ State: _____ Zip: _____

Work Phone: (____) _____ Home: (____) _____ Cell: (____) _____

Email Address (Agent.): _____ Title: _____

PROJECT INFORMATION (Please fill out completely)

PROJECT LOCATION OR ADDRESS:

Business Name/Type of Business (if applicable): _____

Address: _____

City: _____ State: _____ Zip: _____

APN No: _____ Tract No: _____ Lot No: _____

TYPE OF PROJECT: (Check Appropriate Box)

Residential Zoning Code: _____ Single Family Multi-Family Residential

Please Note: New Construction, remodels and additions may require fire sprinklers or standpipes to be installed which may alter the requirements for the number and size of water services needed. Concurrent application for fire plan review will be necessary to provide final review of your plans/ project.

Commercial/Industrial Zoning code: _____

Please complete a wastewater survey form for all commercial/industrial projects.

Office Retail Medical Restaurant
 Industrial _____ Auto Body Shop Other: _____

PROJECT SIZE: Total square footage (sf). List existing and new sf separately if applicable.

1st Floor: _____

2nd Floor: _____

Garage or Accessory structure: _____

Detailed Project Description:

ESTIMATED WATER UNITS OF USE REQUIRED:

Attach water demand calculations for all projects except single family residential.

CONSTRUCTION INFORMATION: (Check Appropriate Box(es))

New Construction Addition and/or Remodel (With added SF) Remodel (No addition of SF)

If adding or remodeling Bathroom(s), Shower Room(s), Kitchen(s) or Laundry Room(s), or adding any water using fixtures, please specify the information below for any added amenities and fixtures.

Bathroom(s) or Shower Room(s) Will there be multiple shower heads? _____

Remodel or Addition? _____

of sinks: _____

of tubs: _____

of toilets: _____

of shower/tub combos: _____

of showers: _____

Laundry Room(s) _____

Remodel or Addition? _____

of washing machines: _____

| # **Kitchen(s)**

Remodel or Addition? _____

of sinks: _____

of icemakers: _____

of dishwashers: _____

Other Water Using Fixture(s)

WATER SUPPLY (FIRE FLOW):
(Commercial and Multifamily projects only)

Nearest Hydrant Location: _____

How far, in feet, is the building from the fire hydrant by the roadway?

COMMENTS:

Please provide any information you feel will be helpful in our evaluation.

A PLOT PLAN, CONSTRUCTION PLANS AND A GRANT DEED IS REQUIRED WITH THIS APPLICATION.

THE PLAN SHALL INCLUDE AN AREA MAP, ACCESS ROAD, DRIVEWAY, TURNOUTS, PROPOSED AND EXISTING BUILDINGS, AND THE LOCATION OF THE NEAREST FIRE HYDRANT.

If you have any questions, please feel free to contact the San Miguel Community Services District between the hours of 8:30 a.m. and 4:30 p.m. Monday through Friday.

SIGNATURE OF OWNER/AGENT

DATE

Company Name: _____

SITE PLAN

CONSENT OF LANDOWNER

San Miguel Community Services District

APN No: _____ - _____ - _____

I (we) the undersigned owner of record of the fee interest in the parcel of land located at (print address): _____, identified as Assessor Parcel Number (APN) _____, for which a Will Serve Letter and/or Fire Review Letter is being requested for: _____ (specify type of project, for example: addition to a single-family residence; or general plan amendment), do hereby certify that:

1. Such application may be filed and processed with my (our) full consent, and that I (we) have authorized the agent named below to act as my (our) agent in all contacts with the county and to sign for all necessary permits in connection with this matter.
2. I (we) hereby grant consent to the San Miguel Community Services District (District), its officers, agents, employees, independent contractors, consultants, sub-consultants and their officers, agents, and employees to enter the property identified above to conduct any and all surveys and inspections that are considered appropriate by the inspecting person or entity to process this application. This consent also extends to governmental entities other than the District, their officers, agencies, employees, independent contractors, consultants, sub-consultants, and their officers' agents or employees if the other governmental entities are providing review, inspections and surveys to assist the county in processing this application. This consent will expire upon completion of the project.

3. If prior notice is required for an entry to survey or inspect the property. Please contact:

Print Name: _____

Daytime Telephone Number: _____

4. I (we) hereby give notice of the following concealed or unconcealed dangerous conditions on the property _____

PERSON OR ENTITY GRANTING CONSENT:*Print* Name: _____*Print* Address: _____

Daytime Telephone Number: _____

Signature of landowner: _____ Date: _____

AUTHORIZED AGENT:

Print Name: _____

Print Address: _____

Daytime Telephone Number: _____

Signature of authorized agent: _____ Date: _____

All Non-Residential applicants please complete the following forms and submit with your application:

1. For all office and non-medical uses that generate only domestic wastewater. (Bathrooms only) provide a completed ***Wastewater Survey Form*** and signed ***Signature of Receipt Form***.
2. For all other commercial and industrial uses, provide a completed ***Wastewater Discharge Permit Application*** and signed ***Signature of Receipt Form***. For all food service businesses, include:
 - a. Specifications of proposed Grease Trap or Interceptor
 - b. Cut Sheets for proposed Grease Trap or Interceptor

(go to next page for application form)

Commercial/ Industrial Wastewater Survey for Will Serve Request

Section 1. APPLICANT INFORMATION (Check box for contact person)

Landowner Name _____ Daytime Phone: _____

Mailing Address: _____

Email Address: _____

Applicant Name _____ Daytime Phone: _____

Mailing Address: _____

Email Address: _____

Agent Name _____ Daytime Phone: _____

Mailing Address: _____

Email Address: _____

Section 2. PROPERTY INFORMATION

Legal Description: _____

Assessor Parcel Number(s) _____ Attached Lot Book Guarantee? yes / no

Number and size of lots to be served: _____

Proposed Zoning: _____

Address (es) if known _____

(Street)

(City)

(State)

(Zip Code)

Section 3. OPERATION(S) Check all that apply

- | | |
|---|---|
| <input type="checkbox"/> Auto Detailing/Wash | <input type="checkbox"/> Medical Service |
| <input type="checkbox"/> Auto Service/Repair | <input type="checkbox"/> Pharmacy |
| <input type="checkbox"/> Bakery | <input type="checkbox"/> Photo Services |
| <input type="checkbox"/> Automobile Service /Repair | <input type="checkbox"/> Printing |
| <input type="checkbox"/> Dry Cleaning/Laundry | <input type="checkbox"/> Professional Services |
| <input type="checkbox"/> Food Processing | <input type="checkbox"/> Public Service |
| <input type="checkbox"/> Food Service/Restaurant | <input type="checkbox"/> Retail Sales |
| <input type="checkbox"/> Hotel/Motel | <input type="checkbox"/> Tasting Room |
| <input type="checkbox"/> Laboratory | <input type="checkbox"/> Wholesale Distribution |
| <input type="checkbox"/> Machine Shop | <input type="checkbox"/> Winery |
| <input type="checkbox"/> Manufacturing/All Types | <input type="checkbox"/> Other _____ |

Section 4. WASTEWATER INFORMATION

A. If your facility employs processes in any of the industrial categories or business activities listed below, place a check beside the category or activity.

- Adhesives
- Aluminum Forming
- Anodizing
- Automobile Maintenance and Repair
- Battery Manufacturing OR Reclaiming
- Copper Forming
- Dairy Products Processing
- Electric/Electronic Components
- Electroplating
- Fruit or Vegetable Processing
- Hospital
- Inorganic Chemicals
- Iron & Steel
- Laundries
- Leather Tanning & Finishing
- Rubber
- Soaps & Detergent
- Winery

- Mechanical Products
- Metal Etching/Chemical Milling
- Metal Coating (Phosphating, Coloring,)
- Nonferrous Materials
- Organic Chemicals
- Paint & Ink
- Petroleum Refining
- Pharmaceuticals
- Photographic Supplies
- Plastic & Synthetic Materials
- Plastics Processing
- Porcelain Enamel
- Printed Circuit Board Manufacturing
- Printing & Publishing
- Pulp & Pape

Section 5. APPLICANTS SIGNATURE:

The information provided will be used to determine whether the District has the capacity to provide wastewater treatment for the proposed project. The District will attempt to identify potential problems that may be associated with making service available to the project or parcel. At the time of request for hook-up and service, each individual business is required to complete an Industrial Wastewater Survey and Discharge Permit Application. The District may require pretreatment, testing and reporting of the industrial wastewater based on the type of operations and processes conducted at the business.

Note: It is the applicant's responsibility to notify the District in writing of any changes in the information provided above within 30 days of such change.

 Name (Printed)

 Title

 Signature

 Date

San Miguel Community Services District

Signature of Receipt Form

Applicant Information

Owner/Tenant Name: -----

Address: -----

Home/Business Phone: _____ Cell Phone: _____

Job Site Address (if different from above): -----

I have been informed that I will need to fill out a Waste Water Discharge Permit Application if my establishment is one in which Fats, Oils, and/or Greases (which are prohibited in accordance with the District's Sewer Code) are a byproduct of doing business. I understand fully that if, at any time, this establishment changes business operations and begins creating FOG byproducts, I will approach the District willfully and submit a Waste Water Discharge Permit as to remain in compliance with Federal and State laws and District codes and ordinances.

I acknowledge that I have been given a copy of the pamphlet, Your Establishment and FOG (Fats, Oils, and Greases) describing Best Management Practices to help reduce or eliminate FOG waste from entering the communities Sanitary Sewer System. I have also received the Grease Trap and Interceptor Selection and Maintenance Guide.

I understand that all District ordinances and codes are available to the public and that I may view them at any time for more information.

I am aware that the owner of this establishment is responsible for maintaining compliance with this policy. I am also aware that, if the owner of the establishment and the owner of the building are not one in the same, the owner of the building will also be held responsible for the compliance of this policy and informed if compliance has not been upheld.

I have read and understand this notice. A copy of this form will be given to me at my request.

Signature of Owner/Tenant

Date

Print Name

If you are not the owner of the building, please provide this information below so that we may send them a copy of this form.

Owner: -----

Address: -----

Phone number: -----



San Miguel Community Services District

Fats, Oils and Grease (FOG) Program

Grease Trap and Interceptor Selection and Maintenance Guide

Introduction

San Miguel Community Services District (SMCSD) has a mandated Sewer Ordinance that requires establishments engaging in the preparation of food to install approved grease removal devices and conduct regular maintenance of these devices. Appropriate and frequent grease interceptor maintenance can significantly reduce the discharge of fats, oils, and grease (FOG) into the district's wastewater system.

Questions and Answers

WHY IS FOG A PROBLEM?

When FOG enters the sewer system, they coat sewer pipes and cause blockage. This can lead to sanitary sewer overflows (SSOs) which can require costly repairs, temporary closures of your establishment, not to mention certain health hazards. Properly maintained grease removal devices prevent excess FOG and solids from entering the district's sewer system by routing wastewater from fixtures and equipment that may contain FOG through a trap or inceptor to slow the flow of wastewater. This allows the FOG to solidify and float at the top of the device instead of being washed down into the sewer laterals.

WHAT DETERMINES WHETHER I NEED A GREASE TRAP OR GREASE INTERCEPTOR?

The type of grease removal device required is determined by the number of fixtures or equipment in the facility that discharge grease to the sewer system and the flow from these fixtures. Refer to the "Sizing Worksheets" section of this guide.

WHAT ARE THE REQUIREMENTS AFTER THE GREASE TRAP/INTERCEPTOR IS INSTALLED?

Food establishments are asked to implement *best management practices (BMPs)* for FOG. Refer to the "Your Restaurant and FOG" brochure to see recommended BMPs. S M C S D will require *regular maintenance* of grease trap/interceptors in order to properly protect the District's sewer collection system. A grease trap/inceptor *maintenance log* will be required to be kept to document cleaning intervals. *Receipts* for cleaning interceptors should be maintained and available for review.

WHO PERFORMS MAINTENANCE ON GREASE TRAPS?

Generally, grease trap maintenance is performed by the maintenance staff, or other employees of a food establishment. Refer to your particular grease trap manufacturer's recommended maintenance procedures. Remember, as the owner, you are ultimately responsible for the

functionality and maintenance of your grease trap, so you may wish to oversee all maintenance procedures.

WHO PERFORMS MAINTENANCE ON GREASE INTERCEPTORS?

Grease interceptor maintenance and service is usually performed by permitted haulers or recyclers. This maintenance consists of removing all solids and liquids from the grease interceptor and properly disposing of the material in accordance with federal, state, and/or local laws. Remember, as the owner, you are ultimately responsible for the functionality and maintenance of your grease interceptor, so you may wish to oversee all maintenance procedures.

HOW OFTEN DO I NEED TO PERFORM MAINTENANCE ON MY GREASE TRAP OR INTERCEPTOR?

The required frequency for grease trap and interceptor maintenance depends greatly on the amount of FOG a facility generates as well as any best management practices (BMPs) that your establishment implements to reduce the FOG discharged into the sewer system. A good rule of thumb is to clean out grease traps on a weekly basis and grease interceptors on a monthly basis. Refer to the “Your Restaurant and FOG” brochure to see recommended BMPs.

WHAT FIXTURES OR EQUIPMENT CANNOT BE PLUMBED TO A GREASE INTERCEPTOR?

Food grinders, dishwashers, and wastes from toilets, urinals, wash basins, and other fixtures containing fecal matter should not be plumbed through the grease inceptor.

WHAT REQUIREMENTS MUST BE MET?

New facilities and remodels must install a grease interceptor (to be approved by SMCSD) per the 2016 California Plumbing Code.

Existing facilities should install a grease interceptor per the 2013 California Plumbing Code; however, grease traps may be approved by the District due to physical constraints. Multiple units may be used to achieve the intent of the law must be approved by SMCSD.

WHAT IS THE APPROVAL AND INSTALLATION PROCESS REQUIREMENTS?

- **Contact a licensed contractor** to help determine the proper sizing of the grease removal device.
- **Submit your completed Grease Trap/Interceptor Sizing Worksheet with all plan sets**, showing location and size of grease trap to SMCSD District Engineer for approval.
- **Apply for a building permit** from the County of San Luis Obispo and provide a copy of the application and receipt for permit fees to SMCSD.
- **Install the grease removal device** and obtain inspections from the County per the permit requirements and inspection approval by SMCSD representative.
- **Provide a copy of the Building Permit completion (sign-off card)** obtained from the County of San Luis Obispo to verify compliance with grease trap/interceptor installation requirements.

- **Grease Inceptors**

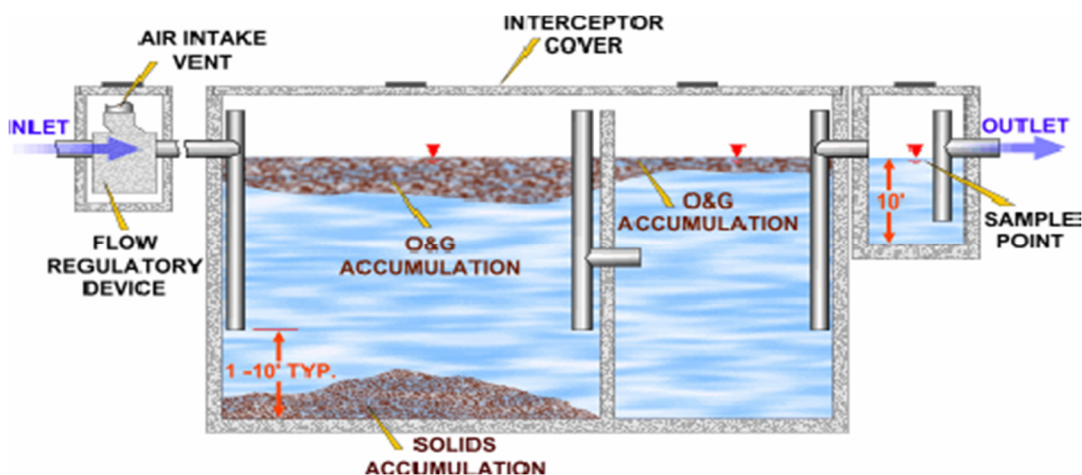
What is a Grease Inceptor? Grease inceptors are usually in-ground devices located outside of the building, made of concrete with a minimum capacity of 750 gallons, and are usually configured with multiple chambers. The capacity of the inceptor allows time for the wastewater to cool, allowing the grease time to congeal and rise to the surface. Inceptors are the most efficient method for removing grease.

Grease Inceptor Maintenance

Grease inceptors will usually be cleaned by a state licensed septic hauler, grease hauler, or recycler. It is recommended that you clean your grease inceptor once a month but is ultimately dependent on the type of establishment, the size of the inceptor, and the volume of flow discharged to the inceptor.

Proper procedure for grease inceptor maintenance:

Step 1	Schedule your grease hauler or recycler for cleaning service.
Step 2	Shut of the isolation valve to stop flow to the grease inceptor.
Step 3	Remove lid and dip out any water in the inceptor. Dispose of this water into the sewer system.
Step 4	Remove baffles, if possible.
Step 5	Scoop out the accumulated grease from the inceptor and contain in a watertight container (ex: a 55-gallon drum with lid)
Step 6	Pump out the settled solids and any remaining liquids.
Step 7	Using a putty knife or other applicable tool, scrape sides, lid, and baffles to remove as much grease residue as possible. Dispose of into a watertight container.
Step 8	Replace the baffle and lid.
Step 9	Document your maintenance on your <i>Maintenance Log</i> .



REMINDER: DEGREASERS, DETERGENTS, AND WATER EXCEEDING 140 DEGREES SHOULD NOT BE PASSED THROUGH THE GREASE REMOVAL DEVICES.

Sizing Worksheet

Grease Interceptor Sizing Worksheet

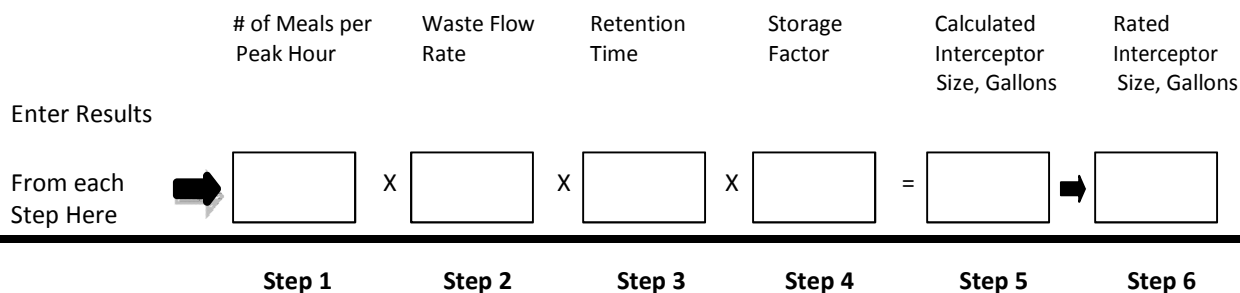
Establishment Name: _____

Address: _____

Contact Name: _____ Phone: _____

Contact Email Address: _____

Follow these six simple steps to determine the size of your grease interceptor:



Step 1 Number of Meals per Peak Hour (Recommended Formula)

1

Seating Capacity		Meal Factor		Meals per Peak Hour
<input type="text"/>	X	<input type="text"/>	=	<input type="text"/>

Establishment Type	Meal Factor
Δ Fast Food (45 minutes)	1.33
Δ Restaurant (60 minutes)	1.00
Δ Leisure Dining (90 minutes)	0.67
Δ Dinner Club (120 minutes)	0.50

Step 2 Waste Flow Rate (Add all that apply)

2

Condition	Waste Flow Rate
Δ With a dishwashing machine	6 gallons
Δ Without a dishwashing machine	5 gallons
Δ Single service kitchen	2 gallons
Δ (Disposable dishes and utensils)	
Δ Food waste disposer (Grinder)	<u>1 gallon</u>

Total Waste Flow Rate: _____

Step 3 Retention Time

3

Commercial kitchen waste	
○ Dishwasher	2.5 hours
Single service kitchen	
○ Single serving	1.5 hours

Step	Storage Factor	
4	Fully equipped commercial kitchen	
	Δ 8-hr operation	1
	Δ 16-hr operation	2
	Δ 24-hr operation	3
	Single service kitchen	
	Δ Single Service Kitchen	1.5

Step 5 Calculate Hydraulic Capacity

Multiply the values obtained from steps 1, 2, 3, and 4. The result is the minimum approximate grease interceptor size for this application.

Step 6 Select Grease Inceptor Size

Using the approximate required hydraulic capacity from Step 5, select an appropriate size as recommended by the manufacturer. Attach copy of manufacturer specifications.

**Minimum size: 750 gallons

The Sewer Ordinance adopted by San Miguel Community Services District requires grease interceptors to be designed sized and designed in accordance with the Uniform Plumbing Code. This Grease Interceptor Sizing Worksheet follows the formula taken from Appendix H of the Uniform Plumbing Code.

FACTORS AFFECTING GREASE INTERCEPTOR PERFORMANCE:

- **Velocity of Incoming Water.** The higher the velocity of water coming into the system, the more turbulence there is created. This disrupts the FOG separation process, therefore reducing the efficiency of the grease interceptor.
- **FOG to Water Ratio.** The higher the ration of FOG particles to the water, the lower the efficiency of the grease interceptor.
- **Specific Gravity (Density) of FOG.** The specific gravity of FOG is lower than that of water allowing the FOG to rise to the surface quickly. Food particles having a higher specific gravity that water will accumulate on the bottom of the system and will ultimately pass through the interceptor to the sewer system.
- **Detergents in the System.** Grease-cutting and cleaning detergents will break the liquid grease into very small particles which will allow these undesirable FOGs to pass through the interceptor into the sewer system.
- **Hot Water.** Water exceeding 140 degrees should not be sent through the grease interceptor as it will dissolve grease and pass it through into the sewer system.

Grease Traps

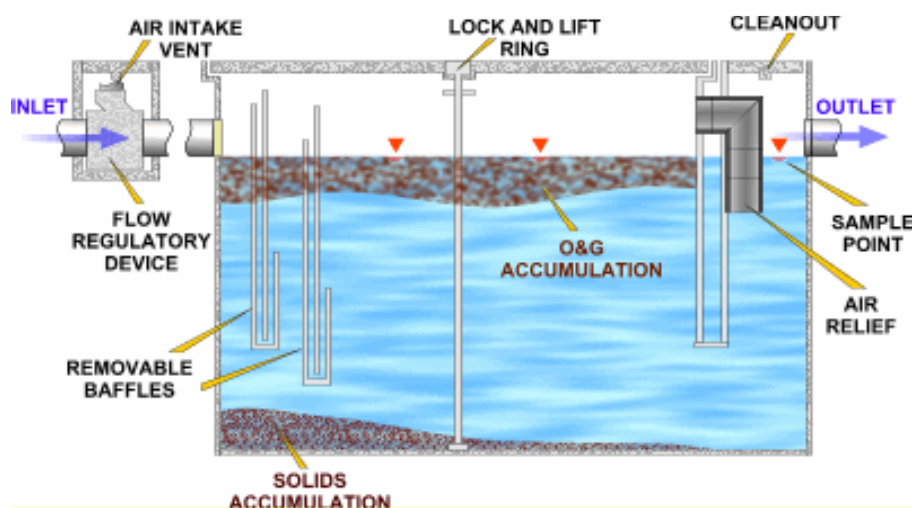
What is a Grease Trap? Grease traps are small units usually found inside the building under a sink or near the fixtures discharging grease. Grease traps are usually single chambered devices with baffles inside designed to slow the flow of wastewater allowing the grease to rise to the surface. Their capacities are rated in gallons of flow and pounds of grease they hold. Grease traps are not as efficient at removing grease as an interceptor and require more frequent cleaning in order to properly maintain them and to prevent odors.

Grease Trap Maintenance

Grease traps are usually maintained by maintenance staff or other employees of the food establishment. Since these units are much smaller than its larger interceptor counterpart, it is recommended that they are cleaned out on a weekly basis.

Proper procedures for grease trap maintenance:

Step 1	Dip out any water in the trap. Dispose of this water into the sewer system.
Step 2	Remove baffles, if possible.
Step 3	Scoop out the accumulated grease from the interceptor and contain in a watertight container (ex: a 55-gallon drum with lid)
Step 4	Using a putty knife or other applicable tool, scrape sides, lid, and baffles to remove as much grease residue as possible. Dispose of into a watertight container.
Step 5	Contact a hauler or recycler for grease pick-up as your disposal container gets close to being full.
Step 6	Replace the baffle and lid.
Step 7	Document your maintenance on your <i>Maintenance Log</i> .



REMINDER: DEGREASERS, DETERGENTS, AND WATER EXCEEDING 140 DEGREES SHOULD NOT BE PASSED THROUGH THE GREASE REMOVAL DEVICES.

Sizing Worksheet

Grease Trap Sizing Worksheet

Establishment Name: _____

Address: _____

Contact Name: _____ Phone: _____

Contact Email Address: _____

For a multi-fixture grease trap, the following method may be used for grease trap sizing:

1. Calculate the capacity of each fixture.

Cubic content of each fixture = $\frac{\text{Length (in)} \times \text{Width (in)} \times \text{Depth (in)}}{231}$ = Capacity in Gallons
 231 (cubic inches per gallon)

$$\boxed{} \text{ in} \times \boxed{} \text{ in} \times \boxed{} \text{ in} / 231 = \boxed{} \text{ Gallons}$$

2. Calculate the flow rate.

$\frac{\text{Capacity in Gallons}}{\text{Drainage Period in Minutes}}$ = Flow Rate in gallons per minute (gpm)

Note: The most generally accepted drainage period is one minute. The maximum drainage period allowed is 2 minutes.

$$\frac{\boxed{} \text{ gallons}}{\boxed{} \text{ mins}} = \boxed{} \text{ gpm}$$

3. Total flow rate. Add the gpm requirement for each fixture to arrive at a total flow rate. For fixtures that do not have a calculable volume, i.e. water wash hoods, wok ranges (with or without curtain) and pre-rinse stations, allow 10 gpm or the actual flow rate, whichever is greater.

4. Grease trap capacity. Use the grease trap table to approximate grease trap capacity. If the maximum flow rate is exceeded from the number of fixtures, the grease trap is to be sized by selecting a device with an appropriate flow rate.

Number of Fixtures	Maximum Rate of Flow (gpm)	Grease Capacity (lbs.)
1	20	40
2	25	50
3	35	70
4	50	100

CONSENT OF LANDOWNER

San Miguel Community Services District

APN No _____

I (we) the undersigned owner of record of the fee interest in the parcel of land located at (print address): _____, identified as Assessor Parcel Number (APN) _____, for which a Will Serve Letter and/or Fire Review Letter is being requested for: _____ (specify type of project, for example: addition to a single-family residence; or general plan amendment), do hereby certify that:

1. Such application may be filed and processed with my (our) full consent, and that I (we) have authorized the agent named below to act as my (our) agent in all contacts with the county and to sign for all necessary permits in connection with this matter.
2. I (we) hereby grant consent to the San Miguel Community Services District (District), its officers, agents, employees, independent contractors, consultants, sub-consultants and their officers, agents, and employees to enter the property identified above to conduct any and all surveys and inspections that are considered appropriate by the inspecting person or entity to process this application. This consent also extends to governmental entities other than the District, their officers, agencies, employees, independent contractors, consultants, sub-consultants, and their officers' agents or employees if the other governmental entities are providing review, inspections and surveys to assist the county in processing this application. This consent will expire upon completion of the project.
3. If prior notice is required for an entry to survey or inspect the property. Please contact:
Print Name: _____
Daytime Telephone Number: _____
4. I (we) hereby give notice of the following concealed or unconcealed dangerous conditions on the property _____

PERSON OR ENTITY GRANTING CONSENT:

Print Name: _____

Print Address: _____

Daytime Telephone Number: _____

Signature of landowner: _____ Date: _____

AUTHORIZED AGENT:

Print Name: _____

Print Address: _____

Daytime Telephone Number: _____

Signature of authorized agent: _____ Date: _____

San Miguel Community Services District
Utility Will Serve Application Packet
& Information for:
Water, Wastewater, Street Lighting and
Solid Waste



Last Revision 10/24/2019

Approved by Resolution 2019-34

Estimated Fees are due at time of application submission:

- Application Fees are estimates only, additional plan review/ inspection fees may apply and will be due at time of pickup of the will serve
- All will serve application and review/ inspection fees are non-refundable.
- Preliminary Will Serves are valid for 1 year from date of issuance
- A preliminary will serve may be granted a maximum of one extension for 6 months with proof that the project is actively progressing toward construction.
- Final Will Serves do not expire but if services are not installed within 1 year of issuance then a new application with review fees will be required.
- Final Will Serves are only issued after plans are approved and all associated review and connection fees are paid in full.

Plan review fee schedule Residential

New residential construction plan review and inspection

(per subdivision/ development/ tract- more than 15 units) Master site review/ inspection

• New development/ Tract (Water infrastructure)	\$1,000	(\$_____)
• New development/ Tract (Sewer infrastructure)	\$1,000	(\$_____)
• New development/ Tract (Streetlighting infrastructure)	\$150	(\$_____)
TOTAL New development plan review fees		(\$_____)

New residential construction plan review and inspection

(per subdivision/ development/ tract- 15 units or less) Master site review/ inspection

• New development/ Tract (Water infrastructure)	\$500	(\$_____)
• New development/ Tract (Sewer infrastructure)	\$500	(\$_____)
• New development/ Tract (Streetlighting infrastructure)	\$100	(\$_____)
TOTAL New development plan review fees		(\$_____)

New residential construction plan review and inspection

(per permitted SFR/ building within a subdivision/ development/ tract)

• SFR/ Building Plan review and inspection (Water services)	\$200	(\$_____)
• SFR/ Building Plan review and inspection (Sewer services)	\$200	(\$_____)
• SFR/ Building Plan review and inspection (Lighting – as applicable)	\$50	(\$_____)
TOTAL New individual permitted SFR/ Building, plan review fees		(\$_____)

Residential Remodel or addition plan review and inspection (per building)

• Plan review and inspection (Per Water service)	\$150	(\$_____)
• Plan review and inspection (Per sewer service)	\$150	(\$_____)
• Plan review No inspection needed (Per Water service)	\$50	(\$_____)
• Plan review No inspection needed (Per sewer service)	\$50	(\$_____)
TOTAL Remodel/ addition plan review fees		(\$_____)

(Continued on next page)

Plan review fee schedule Commercial/ Mixed use/ Multifamily

New construction plan review (per subdivision/ development/ tract)

Master site review/ inspection only

- New subdivision/ development/ Tract (Water infrastructure) \$1,000 (\$_____)
 - New subdivision/ development/ Tract (Sewer infrastructure) \$1,000 (\$_____)
 - New subdivision/ development/ Tract (Lighting infrastructure) \$250 (\$_____)
- TOTAL New development plan review fees** (\$_____)

New construction individual plan review and inspection

(per permitted building)

- Plan review and inspection (Water services) \$200 (\$_____)
 - Backflow review and inspection (per backflow) \$50 (\$_____)
 - Plan review and inspection (Sewer services) \$200 (\$_____)
 - Plan review and inspection (Lighting services) \$50 (\$_____)
- TOTAL New individual permitted building, plan review fees** (\$_____)

Remodel/ addition plan review

(per existing service)

- Plan review and inspection (Per Water service) \$150 (\$_____)
 - Plan review and inspection (Per Sewer service) \$150 (\$_____)
 - Backflow review and inspection (per backflow) \$50 (\$_____)
 - Plan review No inspection needed (Per Water service) \$50 (\$_____)
 - Plan review No inspection needed (Per sewer service) \$50 (\$_____)
- TOTAL Remodel/ addition plan review fees** (\$_____)

Plan review fee schedule fire lines and hydrants (individual installations)

New or replacement fire line (per line/ review and inspection)

- Dedicated fire line with/ without backflow (per line) \$200 (\$_____)

New, relocated or replacement fire hydrant (per hydrant/ review and inspection)

- Fire hydrant on existing water main (not part of tract plan) \$200 (\$_____)

TOTAL Fire line/ hydrant review and inspection fees (\$_____)

(Continued on next page)

Plan review fee schedule solid waste (commercial/ multifamily)

- Review of solid waste management \$50 (\$_____)

Plan review fee schedule landscape service (commercial/ multifamily)

- Review of landscaping \$50 (\$_____)

Engineering/ Connection fees/ Meter fees

Outside engineering costs associated with the District Engineer or other outside consultants or engineers for the proposed project will be billed at actual cost plus 15%.

Fees listed above are for plan review and inspection only.

Connection fees will be charged at the current rate in effect at the time connection fees are paid.

Water Meters will be charged at the current rate in effect at the time the meter fees are paid.

Application check list

Information required for all applications:

Completed ***Water, Wastewater, Street Lighting, Solid Waste Will Serve Application***

Items to attach to application:

1. Plot Plan
2. Construction Plans - 1 Electronic PDF file submitted by email
3. Construction Plans – 2 Complete Full-Size Printed Plan Set stamped by the design professional
4. Grant Deed or Lot Book Guarantee
5. Initial application fee based on fees from prior page

Additional information required for all non-residential applications:

Completed ***Wastewater Survey Form***

A survey is required for all non-residential applications. A Wastewater Discharge Permit may be required based on the information provided in the Wastewater Survey.

Items to attach to application:

1. Submit ***Signature of Receipt*** for all non-residential uses.

Completed ***Wastewater Discharge Permit Application***

All food service and/or processing uses are must obtain a wastewater discharge permit and install grease interceptors. A Wastewater Discharge permit may be required for other uses based on the information provided in the Wastewater Survey. (pg. 18-26)

Items to attach to application:

Specifications of proposed Grease Trap or Interceptor
Cut Sheets for proposed Grease Trap or Interceptor
Submit ***Signature of Receipt*** for all non-residential use

NOTICE TO BUILDERS/CONTRACTORS/HOMEOWNERS

Single-family residence builders please note

Your fire sprinkler contractor's design and calculations will determine the size of the water meter required. District standard for new water services is 1" Polyethylene iron pipe size pipe, with a 1" Master Meter brand water meter. Please consult with your fire sprinkler contractor prior to submittal to ensure that this arrangement is adequate.

Multifamily/ commercial builders please note:

Your fire sprinkler contractor's design and calculations will determine the size of the meter(s) and fire line(s) required. Please consult with your fire sprinkler contractor prior to requesting any water services

A backflow prevention device will be required by the District for all commercial buildings, and any multifamily building of 4 or more units, and all services which service landscaping. The device size will be determined by the demand of the building by fixture count and or the size requirement of the fire protection systems.

Landscape meters:

You must provide calculations and plans from a landscaper or other design professional clearly outlining the water demand of the proposed landscaping. The District will determine the meter size based on the demand requirements provided.

Service connection configuration:

All new services must be installed in accordance with the applicable ordinances, standards, and policies in effect at the time of plan approval.

WATER, WASTEWATER AND LIGHTING WILL SERVE APPLICATION

Estimated Fees are required at time of application submission

APPLICANT INFORMATION (Please fill out completely)

Primary Contact Name: _____ Phone: _____

Title: _____ Email Address: _____

Owner Name: _____

Owner Address: _____

City: _____ State: _____ Zip: _____

Work Phone: (____) _____ Home: (____) _____ Cell: (____) _____

Email Address (Owner): _____

Please note that an agent acting for the owner shall submit written authorization with owner's original signature. (pg. 11)

Agent Name: _____

Agent Address: _____

City: _____ State: _____ Zip: _____

Work Phone: (____) _____ Home: (____) _____ Cell: (____) _____

Email Address (Agent.): _____ Title: _____

PROJECT INFORMATION (Please fill out completely)

PROJECT LOCATION OR ADDRESS:

Business Name/Type of Business (if applicable): _____

Address: _____

City: _____ State: _____ Zip: _____

APN No: _____ Tract No: _____ Lot No: _____

TYPE OF PROJECT: (Check Appropriate Box)

Residential Zoning Code: _____ Single Family Multi-Family Residential

Please Note: New Construction, remodels and additions may require fire sprinklers or standpipes to be installed which may alter the requirements for the number and size of water services needed. Concurrent application for fire plan review will be necessary to provide final review of your plans/ project.

Commercial/Industrial Zoning code: _____

Please complete a wastewater survey form for all commercial/industrial projects.

Office Retail Medical Restaurant
 Industrial _____ Auto Body Shop Other: _____

PROJECT SIZE: Total square footage (sf). List existing and new sf separately if applicable.

1st Floor: _____

2nd Floor: _____

Garage or Accessory structure: _____

Detailed Project Description:

ESTIMATED WATER UNITS OF USE REQUIRED:

Attach water demand calculations for all projects except single family residential.

CONSTRUCTION INFORMATION: (Check Appropriate Box(es))

New Construction Addition and/or Remodel (With added SF) Remodel (No addition of SF)

If adding or remodeling Bathroom(s), Shower Room(s), Kitchen(s) or Laundry Room(s), or adding any water using fixtures, please specify the information below for any added amenities and fixtures.

# Bathroom(s) or Shower Room(s)	Will there be multiple shower heads? _____
Remodel or Addition? _____	Laundry Room(s) _____
# of sinks: _____	Remodel or Addition? _____
# of tubs: _____	# of washing machines: _____
# of toilets: _____	
# of shower/tub combos: _____	
# of showers: _____	

#__ **Kitchen(s)**

Remodel or Addition? _____

of sinks: _____

of icemakers: _____

of dishwashers: _____

Other Water Using Fixture(s)

WATER SUPPLY (FIRE FLOW):
(Commercial and Multifamily projects only)

Nearest Hydrant Location: _____

How far, in feet, is the building from the fire hydrant by the roadway?

COMMENTS:

Please provide any information you feel will be helpful in our evaluation.

A PLOT PLAN, CONSTRUCTION PLANS AND A GRANT DEED IS REQUIRED WITH THIS APPLICATION.

THE PLAN SHALL INCLUDE AN AREA MAP, ACCESS ROAD, DRIVEWAY, TURNOUTS, PROPOSED AND EXISTING BUILDINGS, AND THE LOCATION OF THE NEAREST FIRE HYDRANT.

If you have any questions, please feel free to contact the San Miguel Community Services District between the hours of 8:30 a.m. and 4:30 p.m. Monday through Friday.

SIGNATURE OF OWNER/AGENT

DATE

Company Name: _____

SITE PLAN

CONSENT OF LANDOWNER

San Miguel Community Services District

APN No: _____ - _____ - _____

I (we) the undersigned owner of record of the fee interest in the parcel of land located at (print address): _____, identified as Assessor Parcel Number (APN) _____, for which a Will Serve Letter and/or Fire Review Letter is being requested for: _____ (specify type of project, for example: addition to a single-family residence; or general plan amendment), do hereby certify that:

- 1. Such application may be filed and processed with my (our) full consent, and that I (we) have authorized the agent named below to act as my (our) agent in all contacts with the county and to sign for all necessary permits in connection with this matter.
- 2. I (we) hereby grant consent to the San Miguel Community Services District (District), its officers, agents, employees, independent contractors, consultants, sub-consultants and their officers, agents, and employees to enter the property identified above to conduct any and all surveys and inspections that are considered appropriate by the inspecting person or entity to process this application. This consent also extends to governmental entities other than the District, their officers, agencies, employees, independent contractors, consultants, sub-consultants, and their officers' agents or employees if the other governmental entities are providing review, inspections and surveys to assist the county in processing this application. This consent will expire upon completion of the project.

3. If prior notice is required for an entry to survey or inspect the property. Please contact:

Print Name: _____

Daytime Telephone Number: _____

4. I (we) hereby give notice of the following concealed or unconcealed dangerous conditions on the property _____

PERSON OR ENTITY GRANTING CONSENT:

Print Name: _____

Print Address: _____

Daytime Telephone Number: _____

Signature of landowner: _____ Date: _____

AUTHORIZED AGENT:

Print Name: _____

Print Address: _____

Daytime Telephone Number: _____

Signature of authorized agent: _____ Date: _____

All Non-Residential applicants please complete the following forms and submit with your application:

1. For all office and non-medical uses that generate only domestic wastewater. (Bathrooms only) provide a completed ***Wastewater Survey Form*** and signed ***Signature of Receipt Form***.
2. For all other commercial and industrial uses, provide a completed ***Wastewater Discharge Permit Application*** and signed ***Signature of Receipt Form***. For all food service businesses, include:
 - a. Specifications of proposed Grease Trap or Interceptor
 - b. Cut Sheets for proposed Grease Trap or Interceptor

(go to next page for application form)

Commercial/ Industrial Wastewater Survey for Will Serve Request

Section 1. APPLICANT INFORMATION (Check box for contact person)

Landowner Name _____ Daytime Phone: _____

Mailing Address: _____

Email Address: _____

Applicant Name _____ Daytime Phone: _____

Mailing Address: _____

Email Address: _____

Agent Name _____ Daytime Phone: _____

Mailing Address: _____

Email Address: _____

Section 2. PROPERTY INFORMATION

Legal Description: _____

Assessor Parcel Number(s) _____ Attached Lot Book Guarantee? yes / no

Number and size of lots to be served: _____

Proposed Zoning: _____

Address (es) if known _____

(Street)

(City)

(State)

(Zip Code)

Section 3. OPERATION(S) Check all that apply

- | | |
|---|---|
| <input type="checkbox"/> Auto Detailing/Wash | <input type="checkbox"/> Medical Service |
| <input type="checkbox"/> Auto Service/Repair | <input type="checkbox"/> Pharmacy |
| <input type="checkbox"/> Bakery | <input type="checkbox"/> Photo Services |
| <input type="checkbox"/> Automobile Service /Repair | <input type="checkbox"/> Printing |
| <input type="checkbox"/> Dry Cleaning/Laundry | <input type="checkbox"/> Professional Services |
| <input type="checkbox"/> Food Processing | <input type="checkbox"/> Public Service |
| <input type="checkbox"/> Food Service/Restaurant | <input type="checkbox"/> Retail Sales |
| <input type="checkbox"/> Hotel/Motel | <input type="checkbox"/> Tasting Room |
| <input type="checkbox"/> Laboratory | <input type="checkbox"/> Wholesale Distribution |
| <input type="checkbox"/> Machine Shop | <input type="checkbox"/> Winery |
| <input type="checkbox"/> Manufacturing/All Types | <input type="checkbox"/> Other _____ |

Section 4. WASTEWATER INFORMATION

A. If your facility employs processes in any of the industrial categories or business activities listed below, place a check beside the category or activity.

- Adhesives
- Aluminum Forming
- Anodizing
- Automobile Maintenance and Repair
- Battery Manufacturing OR Reclaiming
- Copper Forming
- Dairy Products Processing
- Electric/Electronic Components
- Electroplating
- Fruit or Vegetable Processing
- Hospital
- Inorganic Chemicals
- Iron & Steel
- Laundries
- Leather Tanning & Finishing
- Rubber
- Soaps & Detergent
- Winery

- Mechanical Products
- Metal Etching/Chemical Milling
- Metal Coating (Phosphating, Coloring,)
- Nonferrous Materials
- Organic Chemicals
- Paint & Ink
- Petroleum Refining
- Pharmaceuticals
- Photographic Supplies
- Plastic & Synthetic Materials
- Plastics Processing
- Porcelain Enamel
- Printed Circuit Board Manufacturing
- Printing & Publishing
- Pulp & Pape

Section 5. APPLICANTS SIGNATURE:

The information provided will be used to determine whether the District has the capacity to provide wastewater treatment for the proposed project. The District will attempt to identify potential problems that may be associated with making service available to the project or parcel. At the time of request for hook-up and service, each individual business is required to complete an Industrial Wastewater Survey and Discharge Permit Application. The District may require pretreatment, testing and reporting of the industrial wastewater based on the type of operations and processes conducted at the business.

Note: It is the applicant's responsibility to notify the District in writing of any changes in the information provided above within 30 days of such change.

Name (Printed)

Title

Signature

Date

San Miguel Community Services District

Signature of Receipt Form

Applicant Information

Owner/Tenant Name: -----

Address: -----

Home/Business Phone: _____ Cell Phone: _____

Job Site Address (if different from above): -----

I have been informed that I will need to fill out a Waste Water Discharge Permit Application if my establishment is one in which Fats, Oils, and/or Greases (which are prohibited in accordance with the District's Sewer Code) are a byproduct of doing business. I understand fully that if, at any time, this establishment changes business operations and begins creating FOG byproducts, I will approach the District willfully and submit a Waste Water Discharge Permit as to remain in compliance with Federal and State laws and District codes and ordinances.

I acknowledge that I have been given a copy of the pamphlet, Your Establishment and FOG (Fats, Oils, and Greases) describing Best Management Practices to help reduce or eliminate FOG waste from entering the communities Sanitary Sewer System. I have also received the Grease Trap and Interceptor Selection and Maintenance Guide.

I understand that all District ordinances and codes are available to the public and that I may view them at any time for more information.

I am aware that the owner of this establishment is responsible for maintaining compliance with this policy. I am also aware that, if the owner of the establishment and the owner of the building are not one in the same, the owner of the building will also be held responsible for the compliance of this policy and informed if compliance has not been upheld.

I have read and understand this notice. A copy of this form will be given to me at my request.

Signature of Owner/Tenant

Date

Print Name

If you are not the owner of the building, please provide this information below so that we may send them a copy of this form.

Owner: -----

Address: -----

Phone number: -----



San Miguel Community Services District

Fats, Oils and Grease (FOG) Program

Grease Trap and Interceptor Selection and Maintenance Guide

Introduction

San Miguel Community Services District (SMCSD) has a mandated Sewer Ordinance that requires establishments engaging in the preparation of food to install approved grease removal devices and conduct regular maintenance of these devices. Appropriate and frequent grease interceptor maintenance can significantly reduce the discharge of fats, oils, and grease (FOG) into the district's wastewater system.

Questions and Answers

WHY IS FOG A PROBLEM?

When FOG enters the sewer system, they coat sewer pipes and cause blockage. This can lead to sanitary sewer overflows (SSOs) which can require costly repairs, temporary closures of your establishment, not to mention certain health hazards. Properly maintained grease removal devices prevent excess FOG and solids from entering the district's sewer system by routing wastewater from fixtures and equipment that may contain FOG through a trap or inceptor to slow the flow of wastewater. This allows the FOG to solidify and float at the top of the device instead of being washed down into the sewer laterals.

WHAT DETERMINES WHETHER I NEED A GREASE TRAP OR GREASE INTERCEPTOR?

The type of grease removal device required is determined by the number of fixtures or equipment in the facility that discharge grease to the sewer system and the flow from these fixtures. Refer to the "Sizing Worksheets" section of this guide.

WHAT ARE THE REQUIREMENTS AFTER THE GREASE TRAP/INTERCEPTOR IS INSTALLED?

Food establishments are asked to implement *best management practices (BMPs)* for FOG. Refer to the "Your Restaurant and FOG" brochure to see recommended BMPs. S M C S D will require *regular maintenance* of grease trap/interceptors in order to properly protect the District's sewer collection system. A grease trap/inceptor *maintenance log* will be required to be kept to document cleaning intervals. *Receipts* for cleaning interceptors should be maintained and available for review.

WHO PERFORMS MAINTENANCE ON GREASE TRAPS?

Generally, grease trap maintenance is performed by the maintenance staff, or other employees of a food establishment. Refer to your particular grease trap manufacturer's recommended maintenance procedures. Remember, as the owner, you are ultimately responsible for the

functionality and maintenance of your grease trap, so you may wish to oversee all maintenance procedures.

WHO PERFORMS MAINTENANCE ON GREASE INTERCEPTORS?

Grease interceptor maintenance and service is usually performed by permitted haulers or recyclers. This maintenance consists of removing all solids and liquids from the grease interceptor and properly disposing of the material in accordance with federal, state, and/or local laws. Remember, as the owner, you are ultimately responsible for the functionality and maintenance of your grease interceptor, so you may wish to oversee all maintenance procedures.

HOW OFTEN DO I NEED TO PERFORM MAINTENANCE ON MY GREASE TRAP OR INTERCEPTOR?

The required frequency for grease trap and interceptor maintenance depends greatly on the amount of FOG a facility generates as well as any best management practices (BMPs) that your establishment implements to reduce the FOG discharged into the sewer system. A good rule of thumb is to clean out grease traps on a weekly basis and grease interceptors on a monthly basis. Refer to the “Your Restaurant and FOG” brochure to see recommended BMPs.

WHAT FIXTURES OR EQUIPMENT CANNOT BE PLUMBED TO A GREASE INTERCEPTOR?

Food grinders, dishwashers, and wastes from toilets, urinals, wash basins, and other fixtures containing fecal matter should not be plumbed through the grease inceptor.

WHAT REQUIREMENTS MUST BE MET?

New facilities and remodels must install a grease interceptor (to be approved by SMCSD) per the 2016 California Plumbing Code.

Existing facilities should install a grease interceptor per the 2013 California Plumbing Code; however, grease traps may be approved by the District due to physical constraints. Multiple units may be used to achieve the intent of the law must be approved by SMCSD.

WHAT IS THE APPROVAL AND INSTALLATION PROCESS REQUIREMENTS?

- **Contact a licensed contractor** to help determine the proper sizing of the grease removal device.
- **Submit your completed Grease Trap/Interceptor Sizing Worksheet with all plan sets**, showing location and size of grease trap to SMCSD District Engineer for approval.
- **Apply for a building permit** from the County of San Luis Obispo and provide a copy of the application and receipt for permit fees to SMCSD.
- **Install the grease removal device** and obtain inspections from the County per the permit requirements and inspection approval by SMCSD representative.
- **Provide a copy of the Building Permit completion (sign-off card)** obtained from the County of San Luis Obispo to verify compliance with grease trap/interceptor installation requirements.

- **Grease Inceptors**

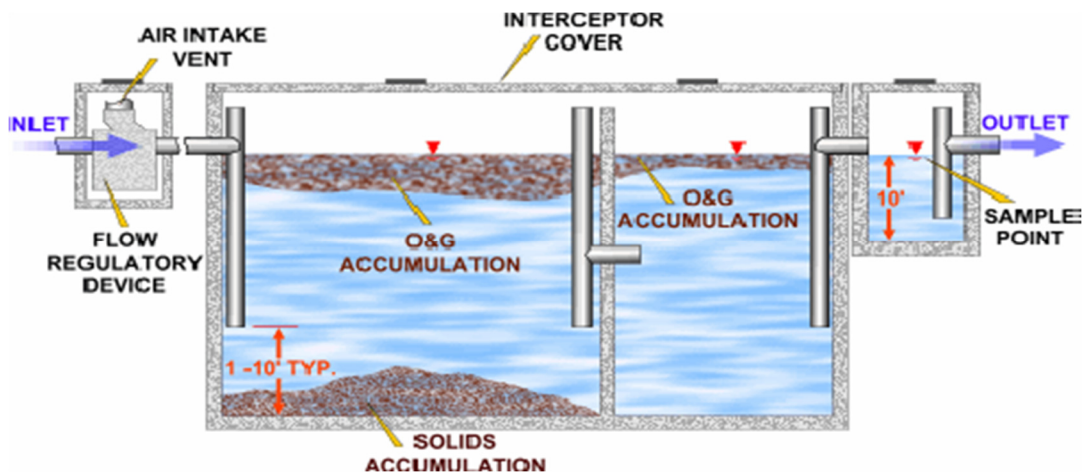
What is a Grease Inceptor? Grease inceptors are usually in-ground devices located outside of the building, made of concrete with a minimum capacity of 750 gallons, and are usually configured with multiple chambers. The capacity of the inceptor allows time for the wastewater to cool, allowing the grease time to congeal and rise to the surface. Inceptors are the most efficient method for removing grease.

Grease Inceptor Maintenance

Grease inceptors will usually be cleaned by a state licensed septic hauler, grease hauler, or recycler. It is recommended that you clean your grease inceptor once a month but is ultimately dependent on the type of establishment, the size of the inceptor, and the volume of flow discharged to the inceptor.

Proper procedure for grease inceptor maintenance:

Step 1	Schedule your grease hauler or recycler for cleaning service.
Step 2	Shut of the isolation valve to stop flow to the grease inceptor.
Step 3	Remove lid and dip out any water in the inceptor. Dispose of this water into the sewer system.
Step 4	Remove baffles, if possible.
Step 5	Scoop out the accumulated grease from the inceptor and contain in a watertight container (ex: a 55-gallon drum with lid)
Step 6	Pump out the settled solids and any remaining liquids.
Step 7	Using a putty knife or other applicable tool, scrape sides, lid, and baffles to remove as much grease residue as possible. Dispose of into a watertight container.
Step 8	Replace the baffle and lid.
Step 9	Document your maintenance on your <i>Maintenance Log</i> .



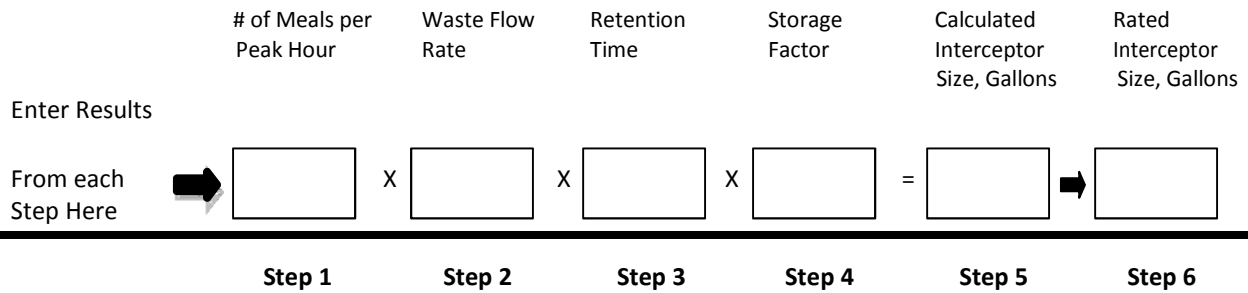
REMINDER: DEGREASERS, DETERGENTS, AND WATER EXCEEDING 140 DEGREES SHOULD NOT BE PASSED THROUGH THE GREASE REMOVAL DEVICES.

Sizing Worksheet

Grease Interceptor Sizing Worksheet

Establishment Name: _____
 Address: _____
 Contact Name: _____ Phone: _____
 Contact Email Address: _____

Follow these six simple steps to determine the size of your grease interceptor:



Step 1 Number of Meals per Peak Hour (Recommended Formula)

1

Seating Capacity		Meal Factor		Meals per Peak Hour
<input type="text"/>	X	<input type="text"/>	=	<input type="text"/>

Establishment Type	Meal Factor
Δ Fast Food (45 minutes)	1.33
Δ Restaurant (60 minutes)	1.00
Δ Leisure Dining (90 minutes)	0.67
Δ Dinner Club (120 minutes)	0.50

Step 2 Waste Flow Rate (Add all that apply)

2

Condition	Waste Flow Rate
Δ With a dishwashing machine	6 gallons
Δ Without a dishwashing machine	5 gallons
Δ Single service kitchen	2 gallons
Δ (Disposable dishes and utensils)	
Δ Food waste disposer (Grinder)	<u>1 gallon</u>

Total Waste Flow Rate: _____

Step 3 Retention Time

3

Commercial kitchen waste	
○ Dishwasher	2.5 hours
Single service kitchen	
○ Single serving	1.5 hours

Step	Storage Factor	
4	Fully equipped commercial kitchen	
	Δ 8-hr operation	1
	Δ 16-hr operation	2
	Δ 24-hr operation	3
	Single service kitchen	
	Δ Single Service Kitchen	1.5

Step 5 Calculate Hydraulic Capacity

Multiply the values obtained from steps 1, 2, 3, and 4. The result is the minimum approximate grease interceptor size for this application.

Step 6 Select Grease Inceptor Size

Using the approximate required hydraulic capacity from Step 5, select an appropriate size as recommended by the manufacturer. Attach copy of manufacturer specifications.

**Minimum size: 750 gallons

The Sewer Ordinance adopted by San Miguel Community Services District requires grease interceptors to be designed sized and designed in accordance with the Uniform Plumbing Code. This Grease Interceptor Sizing Worksheet follows the formula taken from Appendix H of the Uniform Plumbing Code.

FACTORS AFFECTING GREASE INTERCEPTOR PERFORMANCE:

- **Velocity of Incoming Water.** The higher the velocity of water coming into the system, the more turbulence there is created. This disrupts the FOG separation process, therefore reducing the efficiency of the grease interceptor.
- **FOG to Water Ratio.** The higher the ration of FOG particles to the water, the lower the efficiency of the grease interceptor.
- **Specific Gravity (Density) of FOG.** The specific gravity of FOG is lower than that of water allowing the FOG to rise to the surface quickly. Food particles having a higher specific gravity that water will accumulate on the bottom of the system and will ultimately pass through the interceptor to the sewer system.
- **Detergents in the System.** Grease-cutting and cleaning detergents will break the liquid grease into very small particles which will allow these undesirable FOGs to pass through the interceptor into the sewer system.
- **Hot Water.** Water exceeding 140 degrees should not be sent through the grease interceptor as it will dissolve grease and pass it through into the sewer system.

Grease Traps

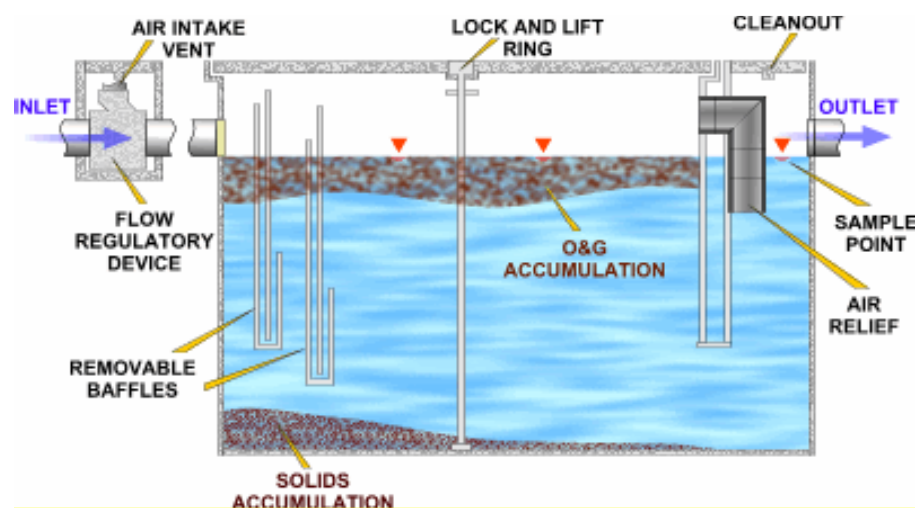
What is a Grease Trap? Grease traps are small units usually found inside the building under a sink or near the fixtures discharging grease. Grease traps are usually single chambered devices with baffles inside designed to slow the flow of wastewater allowing the grease to rise to the surface. Their capacities are rated in gallons of flow and pounds of grease they hold. Grease traps are not as efficient at removing grease as an interceptor and require more frequent cleaning in order to properly maintain them and to prevent odors.

Grease Trap Maintenance

Grease traps are usually maintained by maintenance staff or other employees of the food establishment. Since these units are much smaller than its larger interceptor counterpart, it is recommended that they are cleaned out on a weekly basis.

Proper procedures for grease trap maintenance:

Step 1	Dip out any water in the trap. Dispose of this water into the sewer system.
Step 2	Remove baffles, if possible.
Step 3	Scoop out the accumulated grease from the interceptor and contain in a watertight container (ex: a 55-gallon drum with lid)
Step 4	Using a putty knife or other applicable tool, scrape sides, lid, and baffles to remove as much grease residue as possible. Dispose of into a watertight container.
Step 5	Contact a hauler or recycler for grease pick-up as your disposal container gets close to being full.
Step 6	Replace the baffle and lid.
Step 7	Document your maintenance on your <i>Maintenance Log</i> .



REMINDER: DEGREASERS, DETERGENTS, AND WATER EXCEEDING 140 DEGREES SHOULD NOT BE PASSED THROUGH THE GREASE REMOVAL DEVICES.

Sizing Worksheet

Grease Trap Sizing Worksheet

Establishment Name: _____

Address: _____

Contact Name: _____ Phone: _____

Contact Email Address: _____

For a multi-fixture grease trap, the following method may be used for grease trap sizing:

1. Calculate the capacity of each fixture.

Cubic content of each fixture = $\frac{\text{Length (in)} \times \text{Width (in)} \times \text{Depth (in)}}{231 \text{ (cubic inches per gallon)}} = \text{Capacity in Gallons}$

$$\boxed{} \text{ in} \times \boxed{} \text{ in} \times \boxed{} \text{ in} / 231 = \boxed{} \text{ Gallons}$$

2. Calculate the flow rate.

$\frac{\text{Capacity in Gallons}}{\text{Drainage Period in Minutes}} = \text{Flow Rate in gallons per minute (gpm)}$

Note: The most generally accepted drainage period is one minute. The maximum drainage period allowed is 2 minutes.

$$\frac{\boxed{} \text{ gallons}}{\boxed{} \text{ mins}} = \boxed{} \text{ gpm}$$

3. Total flow rate. Add the gpm requirement for each fixture to arrive at a total flow rate. For fixtures that do not have a calculable volume, i.e. water wash hoods, wok ranges (with or without curtain) and pre-rinse stations, allow 10 gpm or the actual flow rate, whichever is greater.

4. Grease trap capacity. Use the grease trap table to approximate grease trap capacity. If the maximum flow rate is exceeded from the number of fixtures, the grease trap is to be sized by selecting a device with an appropriate flow rate.

Number of Fixtures	Maximum Rate of Flow (gpm)	Grease Capacity (lbs.)
1	20	40
2	25	50
3	35	70
4	50	100

CONSENT OF LANDOWNER

San Miguel Community Services District

APN No _____

I (we) the undersigned owner of record of the fee interest in the parcel of land located at (print address): _____, identified as Assessor Parcel Number (APN) _____, for which a Will Serve Letter and/or Fire Review Letter is being requested for: _____ (specify type of project, for example: addition to a single-family residence; or general plan amendment), do hereby certify that:

1. Such application may be filed and processed with my (our) full consent, and that I (we) have authorized the agent named below to act as my (our) agent in all contacts with the county and to sign for all necessary permits in connection with this matter.
2. I (we) hereby grant consent to the San Miguel Community Services District (District), its officers, agents, employees, independent contractors, consultants, sub-consultants and their officers, agents, and employees to enter the property identified above to conduct any and all surveys and inspections that are considered appropriate by the inspecting person or entity to process this application. This consent also extends to governmental entities other than the District, their officers, agencies, employees, independent contractors, consultants, sub-consultants, and their officers' agents or employees if the other governmental entities are providing review, inspections and surveys to assist the county in processing this application. This consent will expire upon completion of the project.
3. If prior notice is required for an entry to survey or inspect the property. Please contact:
 Print Name: _____
 Daytime Telephone Number: _____
4. I (we) hereby give notice of the following concealed or unconcealed dangerous conditions on the property _____

PERSON OR ENTITY GRANTING CONSENT:

Print Name: _____

Print Address: _____

Daytime Telephone Number: _____

Signature of landowner: _____ Date: _____

AUTHORIZED AGENT:

Print Name: _____

Print Address: _____

Daytime Telephone Number: _____

Signature of authorized agent: _____ Date: _____

RESOLUTION NO. 2019-34

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT APPROVING A WATER, WASTEWATER,
LIGHTING AND SOLID WASTE WILL SERVE APPLICATION, REVIEW AND INSPECTION FEE
SCHEDULE AND RESCINDING ANY AND ALL PREVIOUS RELATED WILL SERVE APPLICATIONS
AND INSPECTION FEES**

WHEREAS, the San Miguel Community Services District (“District”) has established procedures and policies for governing the issuance of Will Serves and related to various inspection fee charges for cost recovery of services, such as but not limited to: plan reviews, project inspections; and

WHEREAS, the District Board of Directors (“Board”) acknowledges that there are current Will Serves for projects, which have not been constructed. Those Will Serves will remain in effect for their prescribed timeframe for the individual parcel or subdivision described in the Will Serve, but that within any subdivision all buildings will be subject to the new application and fees if a final will serve was not issued; and

WHEREAS, the Board wishes to reestablish a term limit of one (1) year in which an applicant must either be actively working on their development. Prior to the expiration of the Will Serve, the applicant must provide evidence to the District that their project is progressing, if the Will Serve expires then a new application must be submitted with new fees; and

WHEREAS, the Board has determined that these policies and procedures should be revised and updated to assure consistency with the service and inspection functions of the District and determined that said revisions are consistent with applicable provisions of state law and shall be in full effect as of the date of adoption of this Resolution; and

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the San Miguel Community Services District hereby determines the need to update and revise its Will Serve review and Inspection fee charges and procedures as set forth in the attached Exhibits.

BE IT FURTHER RESOLVED, this Resolution shall remain in full force and effect until rescinded or replaced by the Board resolution or ordinance.

PASSED AND ADOPTED by the Board of Directors on a motion of Director _____, seconded by Director _____ by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

the foregoing Resolution is hereby passed and adopted this 24th day of October, 2019.

John Green, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Rob Roberson, General Manager

Douglas L. White, District General Counsel



San Miguel Community Services District

Board of Directors Staff Report

October 24, 2019

AGENDA ITEM: XI-7

SUBJECT: Discuss and approve Resolution 2019-35 adopting a fee schedule for water meters, notices and other services and or repair installation services provided by the district

RECOMMENDATION:

Approve **Resolution No 2019-35** adopting a fee schedule for water meters, notices and other services and or repair installation services provided by the district

Through normal District operation, staff is requested to provide assistance to contractors and homeowners to shut down water and sewer mains in order to perform repairs, modifications, or additions as required by their construction plans. The proposed fees provide an avenue to recover the cost of providing these services to the contractor or homeowner. These costs are to recover the cost to the District. They are not meant to provide any additional revenue beyond cost recovery for personnel and equipment usage.

At the regular meeting of the San Miguel Community Services District Board of Directors (“Board”) in February 2019, the Board approved the previous fee schedule for water and wastewater related cost recovery.

At this time, staff is requesting that the Board approve a revision to the schedule approved in February 2019 in order to include a fee for performing a fire flow on a hydrant or main. This fee would recoup the cost for operators to perform the fire flow and to pay for the water lost in the process. Fire flows are normally requested in relation to new commercial or multifamily construction where automatic fire sprinklers are required, or peak water demand is high. Generally single-family homes do not require full fire flows to be performed to complete their automatic fire sprinkler calculation, so this fee should not impact single family construction.

The remainder of the schedule fees shall remain the same.

Alternative Actions

1. Approve the resolution with changes; or
2. Reject the resolution

Fiscal Impact:

There is no negative fiscal impact associated with approving and adopting the proposed fee schedule will provide cost recovery for these services being performed.

PREPARED BY:

Kelly Dodds

Director of Utilities

Attachment: **Resolution No 2019-35**
Proposed Utility fee schedule

San Miguel Community Service District

Water, Wastewater, Lighting Fee Schedule

Description	FEE	TYPE	Fund
Water and Wastewater			
<i>During normal business hours</i>			
Water or wastewater system tie in and repairs (staff/ hour/ min 1 hour) Staff x # hours	45	Hourly	Water/Sewer
Temporary water disconnection for contractors (door hangers)	15	Each	Water
Temporary water disconnection and standby for contractors (water shutoff and turn on) During normal hours only	45	Hourly	Water
<i>After hours, weekend or holidays</i>			
Water or wastewater system tie in and repairs (staff/ hourly) Number of People x hours	70	Hourly	Water/Sewer
Temporary water disconnection for contractors (door hangers)	20	Each	Water
Temporary water disconnection and standby for contractors (shutoff and turn on)	75	Hourly	Water
Engineering and Rentals			
Rental Equipment rates will be at actual rental cost plus 15%			Water/Sewer
District owned Equipment rates	50	Hourly	Water/Sewer
District Engineer plan review (Billed at actual cost plus 15%)			Water/Sewer
Water meter installation fees			
1" water meter for new service (per meter)	450	Each	Water
1 1/2" water meter for new service (per meter)	600	Each	Water
2" water meter for new service (per meter)	750	Each	Water
5/8" or 1" replacement water meter for existing service (per meter)	375	Each	Water
1 1/2" replacement water meter for existing service (per meter)	550	Each	Water
2" replacement water meter for existing service (per meter)	700	Each	Water
Meters larger then 2" must be quoted at the time meters are needed.		Each	Water
Service interruption/ Door hangers			
Tampering (intentional damage to District infrastrutre will be at actual cost of repairs)	60	Each	Water/Sewer
48 hour shutoff door hanger (for non-payment)	15	Each	Water/Sewer
24 hour shutoff door hanger (for non-payment)	15	Each	Water/Sewer
Service Disconnect Door Hanger (for non-payment) - in addition to the reconnect fee	15	Each	Water/Sewer
Service Reconnect after lock off (account must be brought current)	75	Each	Water/Sewer
AFTER HOURS Reconnect after service has been locked off (account must be brought current proof of payment required)	125	Each	Water/Sewer
Will serve			
See approved will serve application for a related fees			
100% of application, review and inspection fees due prior to will serve letter release			
Connection fees			
See approved resolution for water and sewer connection fees			
100% of fees for water, sewer and lighting due prior to water meter set.			
Past Due			
Penalty on balances 30 days past due	10%	Monthly	Water/Sewer
Penalty on balances 60 days or more past due	1%	Monthly	Water/Sewer
New Accounts			
Renter Deposit - will be refunded after deducting any outstanding balances upon leaving rental property.	120		Water/Sewer
Fire Flow request			
Fire Flow request from a hydrant or main	150	Each	Water

RESOLUTION NO. 2019-35

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT APPROVING A FEE SCHEDULE FOR WATER
METERS, NOTICES AND OTHER SERVICES AND OR REPAIR INSTALLATION SERVICES PROVIDED
BY THE DISTRICT**

WHEREAS, the San Miguel Community Services District (“District”) has established a fee schedule to recover costs for services, such as but not limited to: notices, standbys, temporary shutoffs, engineering, equipment usage; and

WHEREAS, the District Board of Directors (“Board”) has determined that these fees are representative of the actual cost to the District, and that the fees are intended to recover costs related to these services and that these fees shall be in effect as of November 1st, 2019; and

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the San Miguel Community Services District hereby determines the need to adopt a fee schedule as set forth in the attached Exhibits.

BE IT FURTHER RESOLVED, this Resolution shall rescind resolution 2019-06 and shall remain in full force and effect until rescinded or replaced by the Board resolution or ordinance.

PASSED AND ADOPTED by the Board of Directors on a motion of Director _____, seconded by Director _____ by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

the foregoing Resolution is hereby passed and adopted this 24th day of October 2019.

John Green, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Robert Roberson, Interim General Manager

Douglas L. White, District General
Counsel



San Miguel Community Services District

Board of Directors Staff Report

October 24, 2019

AGENDA ITEM: XI-8

SUBJECT: Discuss and approve Resolution 2019-38 approving the purchase of a new water meter for Lillian Larson School and authorizing a budget adjustment in the amount of \$3,914 to the Water Department replacement water meter budget.

RECOMMENDATION:

Approve **Resolution 2019-38** approving the purchase of a new water meter for Lillian Larson School and authorizing a budget adjustment in the amount of \$3,914 to the Water Department replacement water meter budget.

DISCUSSION:

During the meter reading cycle for in October, it was discovered that the electronic register on the 6" water meter at Lillian Larson School is failing. If the register completely fails, there will be no way to get readings for usage through the meter.

The approved 2019-20 budget is not sufficient to fund the needed replacement, which is why the request is being brought to the Board.

The meter was installed in early 2009, so it is about 10 years old, and unfortunately is no longer under warranty. The current meter is also not compatible with our current meter reading system and would be eligible for replacement in 4 years.

Fiscal Impact:

Approval will increase the water department meter replacement budget by \$3,914.

PREPARED BY:

Kelly Dodds

Director of Utilities

Attachment: **Resolution No 2019-38**

RESOLUTION NO. 2019-38

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT APPROVING THE PURCHASE OF A NEW WATER
METER FOR LILLIAN LARSON SCHOOL AND AUTHORIZING A BUDGET ADJUSTMENT IN THE
AMOUNT OF \$3,914 TO THE WATER DEPARTMENT REPLACEMENT WATER METER BUDGET.**

WHEREAS, the San Miguel Community Services District (“District”) provides water services to the community through metered connections and annually budgets for water meter replacements; and

WHEREAS, the District Board of Directors (“Board”) acknowledges that occasionally circumstances require changes to the adopted budget to fund unanticipated costs; and

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the San Miguel Community Services District hereby authorizes the Director of Utilities to purchase a replacement water meter for Lillian Larson Elementary School and to increase the budget item for water meter replacement in the amount of \$3,914.

PASSED AND ADOPTED by the Board of Directors on a motion of Director _____, seconded by Director _____ by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

the foregoing Resolution is hereby passed and adopted this 24th day of October 2019.

John Green, President
Board of Directors

ATTEST:

APPROVED AS TO FORM:

Robert Roberson, Interim General Manager

Douglas L. White, District General
Counsel



San Miguel Community Services District

Board of Directors Staff Report

October 24th, 2019

AGENDA ITEM: XI-9

SUBJECT: Continued Discussion on the status of the Machado Wastewater Treatment Facility expansion and the aerator upgrade project.

RECOMMENDATION: Discuss status of the Machado Wastewater Treatment Facility expansion and the aerator upgrade project.

CURRENT STATUS:

WWTF

The existing plant upgrade was completed in 2001, at that time it was upgraded to a maximum capacity of 200,000 gallons per day.

COMPLIANCE – Based on the 1st quarter 2019 testing the plant is in compliance for single sample but is out of compliance for the 6-sample average in regard to TDS, Sodium and Chloride

FLOW – In *August* the plant averaged 147,251 gallons per day (73% of hydraulic design capacity) with a max day of 181,682 gallons (91% of hydraulic design capacity)

On 6/18/18 the District received a letter from SWRCB outlining the status of the plant and setting a timeline of approximately 2.9 years before the plant reaches capacity. This is the window to complete the expansion to prevent potential overflows and potential violations.

Monsoon Consultants is currently working on design requirements and options to meet current/future and proposed regulatory requirements.

- The initial DRAFT of the WWTP Expansion engineering report, which includes a discussion of several design alternatives, was delivered to staff for review and comment on August 20th.
- Input from Staff was provided to Monsoon Consulting, and the list of potential expansion design alternatives were “short listed” and these will be taken to the next level of design.
- The DE made a presentation to the Board at the regular November 2018 Board Meeting in which he summarized the results of the engineering study and identified the “short list” of treatment plant expansion / upgrade alternatives.

- On December 11th and 12th, Kelly Dodds and Swarnjit Boyal, project engineer from Monsoon Consultants, visited three (3) existing wastewater treatment plants (WWTP) to meet with operations staff and tour the facilities on two possible upgrade options for the San Miguel Waste Water Treatment Plant Upgrade. These systems included one Sequencing Batch Reactor (SBR) and two Membrane Bio-Reactor (MBR) systems.
 - Arroyo Grande, Cypress Ridge WWTP Facility – SBR
 - Auburn, Lake of the Pines WWTP Facility – MBR
 - Modesto, Modesto WWTP Facility – MBR
- The DE delivered the Final engineering report to the Board at the regular January 2019 Board Meeting and the Board subsequently approved the report. Costs associated with the preparation of the engineering report are reimbursable from an IRWM Prop 1 DAC Involvement Grant that the District was awarded in early 2018. The amount of the available grant funds is \$177,750.
- The District submitted the Final Engineering Report to the RWQCB for their review and comment. They reviewed the report and the DE and Director of Utilities met with RWQCB staff on February 28th to discuss future project phases, requirements, funding, permitting and schedules.
- The District has submitted the Final Engineering Report to PG&E for their review in advance of a meeting to discuss future WWTP electrical service requirements and the potential for technical / financial assistance for the WWTP expansion / renovation.
- The District also applied for a service change to PG&E to begin the process of determining the extent of improvements needed to service the new power requirements.
- The District applied to SoCal Gas for service and is in the process of determining costs to bring gas to the plant.

AERATOR PROJECT

5/17/18 WSC has issued the Final Technical Memorandum outlining some of the options for the replacement of the existing surface aerators with bubbler aeration in the ponds. Part of the recommendation is to install a headworks to prevent fouling the diffusers.

The Energy Watch and PG&E are working on preliminary paperwork for On Bill Financing for this project once it is ready.

The aeration project is being modified as part of the overall expansion of the WWTF. It is possible that the original project will be scrapped in favor of other assistance available from PG&E.

FUNDS EXPENDED

Total Costs incurred to date

- Property acquisition - \$240,140 (Paid with Capital Funds not covered under any grant FY2016-17)
- Engineering - \$117,740 (Reimbursable through the IRWM Grant) (\$112,000 received this month)

GRANT FUNDING

Awarded

- Integrated Regional Water Management (IRWM) Prop 1 DAC -- \$177,750 for Wastewater plant upgrade analysis, basin recharge study.
The agreement for this grant was received in February 2019 and has been processed and returned, invoices have been submitted to IRWM and the District should receive reimbursement for the initial requests after July.

Applied for/ to

- State Revolving Fund (SRF) -- \$250,000 for construction design and engineering – DFA has confirmed that the application is complete, and the District is waiting on final approval before proceeding on this phase.
- Started discussion with SLO County on potential for CDBG funds to help pay for construction. Application is in process.
- Preparing to apply to DWR and USDA

NEXT STEPS:*WWTF*

Now that the FINAL engineering report is completed and has been approved by the Board, the DE has begun working on a proposed a schedule/ timeline which will be presented to the Board for the preparation of construction documentation, environmental / regulatory compliance measures, and permitting. At that time, the DE will provide cost estimates associated with that schedule.

One of the first things that will be needed will be a headworks and larger lift station. Once a capacity is determined that will be brought to the board for approval.

Based on discussions with the DE, we anticipate that in February 2019, the DE will initiate the preparation of the work plan for the CEQA “Initial Study” and begin the final design phase for the recommended WWTP upgrade and expansion design alternative. We have scheduled approximately 9 months to complete the final design and the preparation of the Construction / Bidding Documents. Pending receipt of notification of a grant award for the SRF funds, we plan to prepare and issue an RFP for Environmental Studies as required for CEQA/ NEPA Compliance for the recommended WWTP upgrade and expansion design alternative. The timing of the environmental compliance & permitting work will coincide with the completion of the final design phase. Under our currently planned schedule, the District should plan on initiating the process of obtaining financing for the WWTP upgrade and expansion project during the second quarter of 2019, with the goal of having financing in place to advertise and award a construction project in the 4th Quarter 2019.

Depending on the revised release date of funds for construction documentation from the DFA it is likely that, in order to meet our deadline, the District may need to pay out of pocket for some of the construction design work.

AERATOR PROJECT

Once design criteria are determined for the WWTF and it is determined that the aeration upgrade will be maintained with the plant expansion then staff will bring additional items to the board to facilitate the approval and construction of the aeration upgrade.

COUNT DOWN CLOCK

Notice issued – June 2018 Deadline given – March 2021 (2.9 years)

Time remaining—1 year 04 months (16 months)

FISCAL IMPACT

No impact resulting from this information.

RECOMMENDATION

This item is for information and discussion only.

Due to the limited time frame this item will be updated monthly and the Board will likely have additional items for approval in conjunction with this report.

PREPARED BY:

Kelly Dodds _____

Kelly Dodds, Director of Utilities

Blaine Reely _____

Blaine Reely, Monsoon Consulting