



Pursuant to Governor Newsom's Executive Order N-29-20, members of the Board of Directors and staff will participate in this meeting via a teleconference. Members of the public can comment when prompted by unmuting their microphone, and allowing access to their webcam is optional.

CAYUCOS SANITARY DISTRICT

200 Ash Avenue
PO Box 333
Cayucos, California 93430-0333
805-995-3290

GOVERNING BOARD

R. Enns, President
D. Chivens, Vice-President
S. Lyon, Director
R. Frank, Director
H. Miller, Director

BOARD OF DIRECTORS REGULAR MEETING AGENDA THURSDAY, MAY 21 AT 5:00PM

200 ASH AVENUE, CAYUCOS, CALIFORNIA 93430

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<https://www.gotomeet.me/CayucosSanitaryDistrict/bod-regular-meeting>

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Copies of the staff reports or other documentation relating to each item of business referred to on the agenda are on file in the District Office and available on the CSD website at www.cayucossd.org. To comply with the Governor's Executive Order, CA Department of Public Health social distancing guidance and shelter-at-home order, related to slowing the spread of coronavirus (COVID-19), the CSD Administrative Office is closed to the public, until further notice. Please call 805-995-3290 if you need any assistance. If requested, the agenda and supporting documents shall be made available in alternative formats to persons with a disability.

1. ESTABLISH QUORUM AND CALL TO ORDER

2. PUBLIC COMMENTS:

This is the time the public may address the Board on items other than those scheduled on the agenda. By conditions of the Brown Act the Board may not discuss issues not posted on the agenda, but may set items for future agendas. Those persons wishing to speak on any item scheduled on the agenda will be given an opportunity to do so at the time that agenda item is being considered. When recognized by the Board President, please stand up and state your name and address for the record (though not required). While the Board encourages public comment, in the interest of time and to facilitate orderly conduct of the meeting, the Board reserves the right to limit individual comments to three minutes.

3. CONSENT CALENDAR - Recommend to Approve.

Consent Calendar items are considered routine and therefore do not require separate discussion. However, any item may be removed from the Consent Calendar by a member of the Board of Directors for separate consideration. Individual items on the Consent Calendar are approved by the same vote that approves the Consent Calendar, unless an item is pulled for separate consideration.

A. Regular Meeting Minutes

1. Approval of minutes for the April 16, 2020 Board of Directors Regular Meeting.

B. Financial Reports: March 2020

1. Check Register – Rabobank (General Checking Account)

a. Check Register – Wells Fargo (CIP/CSWP Checking Account)

b. Check Register – Wells Fargo (CSWP Construction Account)

Pursuant to Governor Newsom's Executive Order N-29-20, members of the Board of Directors and staff will participate in this meeting via a teleconference. Members of the public can comment when prompted by unmuting their microphone, and allowing access to their webcam is optional.

2. Cash, Savings, and Investment Report
 3. Budget vs. Actual Status Report **FY 2019-2020**
 4. Capital Improvement Projects Report
4. **STAFF COMMUNICATIONS AND INFORMATION ITEMS: (NO ACTION REQUIRED)**
- A. District Manager's Report (Koon) – April 2020
 - B. Monthly Customer Satisfaction Survey Submissions – **None**
 - C. Will-Serves – New
 - Van Dam, APN 064-046-044, 19 Fresno Ave. – SFR New**
 - Will-Serves – Renewed
 - Britz, APN 064-274-011, 2806 Studio Dr. – SFR Remodel**
 - WWW Properties LLC, APN 064-126-010, 199 H St. – SFR New**
 - Will-Serves – Finaled
 - None**
 - Will-Serves – Continue to Serve (No Will-Serve Required)
 - None**
5. **CONSIDERATION TO ADOPT CAYUCOS SANITARY DISTRICT RESOLUTION 2020-2 REQUESTING CONSOLIDATION OF ITS BIENNIAL ELECTION WITH THE NOVEMBER 3, 2020 GENERAL ELECTION.**
6. **DISCUSSION AND CONSIDERATION TO APPROVE AN UPDATE OF SIGNATORIES AND POINTS OF CONTACT FOR CETERA ADVISOR NETWORKS.**
7. **DISCUSSION AND CONSIDERATION TO APPROVE THE FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING FOR PUBLIC OWNERSHIP FOR LOT 6SW BETWEEN THE CAYUCOS SANITARY DISTRICT, THE TRUST FOR PUBLIC LAND, THE CITY OF MORRO BAY, AND CHEVRON LAND AND DEVELOPMENT COMPANY.**
8. **DISCUSSION AND CONSIDERATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING AND A PUBLIC UTILITY AND ACCESS EASEMENT AND MAINTENANCE AGREEMENT WITH THE COUNTY OF SAN LUIS OBISPO FOR THE PURCHASE OF A 20 FOOT PUBLIC UTILITY AND ACCESS EASEMENT ON LOT 1 ADJACENT TO AND WESTERLY OF HIGHWAY 1 AND TO DIRECT THE DISTRICT MANAGER TO SIGN THE DOCUMENTS UPON REVIEW AND APPROVAL BY DISTRICT LEGAL COUNSEL.**
9. **DISCUSSION AND CONSIDERATION TO APPROVE AN AGREEMENT FOR CONSULTANT SERVICES WITH PRO3 AUTOMATION, INC. FOR THE DESIGN AND INSTALLATION OF THE DISTRICT'S SCADA SYSTEM FOR THE LIFT STATIONS.**
10. **DISCUSSION AND CONSIDERATION TO APPROVE THE CAYUCOS SUSTAINABLE WATER PROJECT CHANGE ORDER #2 AND TO FUND THE SOLAR SWITCH GEAR AND CONDUITS USING CAPITAL IMPROVEMENT FUNDS UNTIL FINAL APPROVAL BY USDA.**
11. **DISCUSSION AND CONSIDERATION TO AWARD THE BID FOR THE CAYUCOS SUSTAINABLE WATER PROJECT OFFSITE PIPELINE AND TORO CREEK CROSSING PACKAGE AND TO APPROVE THE AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE).**

Pursuant to Governor Newsom's Executive Order N-29-20, members of the Board of Directors and staff will participate in this meeting via a teleconference. Members of the public can comment when prompted by unmuting their microphone, and allowing access to their webcam is optional.

- 12. **CAYUCOS SUSTAINABLE WATER PROJECT STATUS UPDATE**
- 13. **BOARD MEMBER COMMENTS** (This item is the opportunity for Board Members to make brief announcements and/or briefly report on their own activities related to District business.)
- 14. **FUTURE SCHEDULED MEETINGS**
 - May 21, 2020 – Regular Board Meeting
 - June 18, 2020 – Regular Board Meeting
 - July 16, 2020 – Regular Board Meeting
- 15. **ADJOURNMENT**

This agenda was prepared and posted pursuant to Government Code Section 54954.2. The agenda can be accessed and downloaded from the District's website at www.cayucossd.org/

All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the District's office and are available for public inspection and reproduction at cost. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by the Americans with Disability Act. To make a request for disability-related modification or accommodation, contact the District at 805-995-3290 as soon as possible and at least 48 hours prior to the meeting date.



AGENDA ITEM: 3.A.1

DATE: May 21, 2020

CAYUCOS SANITARY DISTRICT
200 Ash Avenue
PO Box 333, Cayucos, CA 93430-0333
805-995-3290

GOVERNING BOARD
R. B. Enns, President
D. Chivens, Vice-President
S. Lyon, Director
H. Miller, Director
R. Frank, Director

**REGULAR MEETING
MINUTES**
Thursday, April 16, 2020
5:00 p.m.

1. ESTABLISH QUORUM AND CALL TO ORDER

President Enns called the meeting to order at 5:03p.m.

Board members present via GoToMeeting: President Robert Enns, Director Shirley Lyon, Vice-President Dan Chivens, Director Robert Frank and Director Hannah Miller.

Staff present via GoToMeeting: District Manager Rick Koon, and Billing Clerk Amy Nelson.

Guests present via GoToMeeting: Dylan Wade of Water Systems Consultants (WSC).

2. PUBLIC COMMENTS

Enns opened the meeting to Public Comments.

Julie Tacker – Los Osos – observed that with regard to COVID-19, other districts have adopted new policies and procedures to help navigate these uncertain times and suggested that CSD should too. She expressed concern over the District's lack of by-laws. She also suggested that the District post its entire Board packet on the District website before each meeting.

Hearing no further comments, President Enns closed Public Comment.

3. CONSENT CALENDAR - Recommend to Approve.

Consent Calendar items are considered routine and therefore do not require separate discussion. However, any item may be removed from the Consent Calendar by a member of the Board of Directors for separate consideration. Individual items on the Consent Calendar are approved by the same vote that approves the Consent Calendar, unless an item is pulled for separate consideration.

A. Regular Meeting Minutes

1. Approval of Minutes for the February 20, 2020 Board of Directors Regular Meeting.

B. Financial Reports: February 2020

1. Check Register – Rabobank (General Checking Account)
 - a. Check Register – Wells Fargo (CIP/CSWP Checking Account)
 - b. Check Register – Wells Fargo (CSWP Construction Account)
2. Cash, Savings, and Investment Report
3. Budget vs. Actual Status Report **FY 2019-2020**
4. Capital Improvement Projects Report

C. Financial Reports: March 2020

1. Check Register – Rabobank (General Checking Account)
 - a. Check Register – Wells Fargo (CIP/CSWP Checking Account)
 - b. Check Register – Wells Fargo (CSWP Construction Account)
2. Cash, Savings, and Investment Report
3. Budget vs. Actual Status Report **FY 2019-2020**
4. Capital Improvement Projects Report

Director Miller requested to pull item 3.A.1 for separate consideration, as she had a correction to the minutes.

President Enns opened the meeting to Public Comments.

Julie Tacker noticed the packets didn't include the financials for February. She questioned several items listed on the March expenditures, and expressed her dissatisfaction with the fees that were paid to Carmel and Naccassha.

Hearing no further comments, President Enns closed Public Comment.

Miller requested a correction on item 7 of the February draft minutes to read "the Ad Hoc committee met several times, with some meetings including District Counsel and Manager. After conducting research, the Ad Hoc committee recommends approval of the contract before you."

President Enns opened the meeting to Public Comments.

Julie Tacker pointed out there was a correction to the salary schedule and wants the minutes to reflect that the change was made.

Hearing no further comments, President Enns closed Public Comment.

MOTION: 1st by Lyon, to approve items 3.B and 3.C on the consent calendar as prepared. Motion was seconded by Chivens.

VOTE 5-0 Motion passed

Motion: 1st by Miller, to approve item 3.A.1 on the consent calendar with corrections noted. Motion was seconded by Frank.

VOTE 5-0 Motion passed

4. STAFF COMMUNICATIONS AND INFORMATION ITEMS: (NO ACTION REQUIRED)

A. District Manager's Report – February 2020 and March 2020

B. Monthly Customer Satisfaction Survey Submissions – None

C. Will Serves – New

Gottlieb, APN 064-484-001, 871 N Ocean Ave.. – SFR New

Riley, APN 064-201-072, 2651 Richard Ave. – SFR New

Borek, APN 064-221-013, 34 11th St. – SFR Addition

Payton, APN 064-232-028, 48 18th St. – SFR New

Rittger, APN 064-264-011, 225 Hacienda Dr. – SFR New

Will Serves – Renewed

Wolowodiuk, APN 064-154-020, 1073 Pacific Ave. – SFR New

Smith, APN 064-225-009, 1501 Pacific Ave. – SFR Addition

Lawrence, APN 064-129-004, 162 J St. – SFR Addition
Crowley, APN 064-449-008, 3596 Studio Dr. – SFR New

Will Serves – Finaled

Circle M Enterprises, APN 064-143-011, 449 Pacific Ave. – SFR New
Wagenen, APN 064-134-008, 460 Saint Mary Ave. – SFR Addition

Will Serves – Continue to Serve (No Will Serve Required)

None

Manager Koon gave a verbal report for the month of March's Admin and Operations departments' activities. Admin staff is continuing cross-training of their respective duties. The District continues to work with the Trust for Public Lands and the Land Conservancy in preparation of the sale of 6SW and 6N, which will be done by May 30th. Koon met with a State appraiser regarding the Toro Creek lots, and attended the Cayucos Land Conservancy's Town Hall meeting. The District submitted a claim to Caltrans for the damage done to Lift Station 5 force main, which was denied by the contractor because he thinks the damage was caused by a backhoe. The District will continue to work with Caltrans on this matter. The Unemployment Department found in favor of the District with regards to the release of our trainee. He reminded the Board that Form 700s are due in April. The office is closed to the public due to COVID-19, pursuant to County health recommendations. The USDA is still remotely working with the District to process draws. In May, Morro Bay City Council should approve starting the LAFCO application for the Panorama Lots and annexation and detachment of Toro Creek Lots. The Toro Creek pipeline is out to bid, and bids are expected to come back on May 6th.

President Enns opened the meeting to Public Comments.

Julie Tacker recommended that the District update its website to state that the District Office is closed to the public.

Items 4 A through C were received and accepted.

5. DISCUSSION AND CONSIDERATION TO APPROVE PAYMENT OF MORRO BAY INVOICE FOR 2ND QUARTER OF FY 2019-2020 IN THE AMOUNT OF \$95,362.07

Koon stated the flow rate for the second quarter is 20.81%.

Enns pointed out that this is the lowest number he's ever seen since he's been on the board.

President Enns opened the meeting to Public Comments.

Hearing no comments, President Enns closed Public Comment.

MOTION: 1st by Lyon, to approve payment of Morro Bay invoice for 2nd quarter of FY 2019-2020 in the amount of \$95,362.07. Motion was seconded by Frank.

VOTE 5-0 Motion passed

6. DISCUSSION AND CONSIDERATION OF ESTABLISHMENT OF AN AD HOC COMMITTEE TO EVALUATE AND IDENTIFY POSITIONS TO BE CREATED AND ACTIONS NECESSARY TO INTEGRATE OPERATIONS OF THE CAYUCOS SUSTAINABLE WATER FACILITY INTO THE DISTRICT'S ORGANIZATIONAL STRUCTURE

Koon said the completion of the plant is still on track for December 2020. Prior to next fiscal year's budget, we will need to identify operational expenses, staffing requirements, etc. An Ad Hoc committee is necessary to calculate a draft estimate of these expenses for budget approval in June.

Director Miller and Director Lyon expressed interest in forming the committee.

President Enns opened the meeting to Public Comments.

Julie Tacker took note that WSC has worked on an outline of what the staffing might look like, and wondered if there was a rough estimate of the cost associated with the outline?

Hearing no further comments, President Enns closed Public Comment.

President Enns appointed Director Miller and Director Lyon as the Ad Hoc Committee.

7. DISCUSSION AND CONSIDERATION TO APPROVE QUITCLAIM DEED ELIMINATING REPURCHASE RIGHTS FOR LOT 6SW HELD BY CHEVRON LAND AND DEVELOPMENT COMPANY

President Enns stated that items 7, 8 and 9 go together, and asked Manager Koon for an overview.

Koon stated that these three items all have to do with the closing of escrow for Lot 1, between Chaney St. and Toro Creek Rd. With reference to Lot 6SW, Chevron (CLDC) had a stipulation that they wanted the Panorama Lots to be in the City of Morro Bay's sphere of influence (SOI), ultimately to be annexed. The City, CLDC, the Trust for Public Lands and the District signed a Memorandum of Understanding (MOU) on the steps required to proceed with the SOI. Since then, the City has progressed sufficiently enough that the CLDC is willing to remove the repurchase agreement as a requirement.

President Enns opened the meeting to Public Comments.
Hearing no comments, President Enns closed Public Comment.

MOTION: 1st by Chivens, to approve quitclaim deed eliminating repurchase rights for lot 6SW held by Chevron Land and Development Company. Motion was seconded by Miller.

VOTE 5-0 Motion passed.

8. DISCUSSION AND CONSIDERATION TO APPROVE QUITCLAIM DEED ELIMINATING EASEMENT RIGHTS OWNED BY CHEVRON LAND AND DEVELOPMENT COMPANY APPURTENANT TO LOT 1

In 2016 when the District bought Lots 8 and 10, CLDC retained utility and access easements for the benefit of the remaining CLDC Lots over Lot 8. Lot 1 is a named beneficiary of those easements. After the Land Conservancy purchases Lot 1 on April 30, 2020, CLDC will no longer need the easements for Lot 1. Item 8 will eliminate Chevron's land and development easements.

President Enns opened the meeting to Public Comments.
Hearing no comments, President Enns closed Public Comment.

MOTION: 1st by Miller, to approve quitclaim deed eliminating easement rights owned by Chevron Land and Development Company appurtenant to Lot 1. Motion was seconded by Frank.

VOTE 5-0 Motion passed.

9. DISCUSSION AND CONSIDERATION TO AWARD THE LIFT STATION 5 CONSTRUCTION CONTRACT AND TO APPROVE THE CONSTRUCTION CONTRACT (STIPULATED PRICE)

Manager Koon stated that the bids for the construction of Lift Station 5 were received on April 7th. The engineer's estimate was just over \$1.5 million. 8 bids were received and read. The apparent low bid was \$2.6 million, with the rest grouped between \$3.2 and \$3.7 million. On April 11th, a letter was received from the apparent low bidder saying that they had made a mistake and they withdrew their bid. With the cost being roughly 73% over the engineer's estimate, and after talking with WSC and the bidders, the recommendation is to cut costs by roughly \$1.2 million by modifying the design and going out to bid again. The goal is to have the bids back by the June board meeting.

Director Chivens and Lyon stated that they agree it is a good time to re-bid.

Director Miller agreed, especially considering the uncertainty of today's economy.

President Enns asked if there is any way we can guarantee a price for specific inventory items, or purchase them directly, to help control cost? Koon replied that pumps might be the only applicable category of inventory items, as everything else is part of an assembly and can't be purchased directly.

President Enns opened the meeting to Public Comments.

Julie Tacker stated that she finds the WSC report "troubling" and "sloppy". It was also her opinion that Value Engineering should have been done before the bid package was developed, so that you are having the lowest price project going out to bid. She went on to say that this approach gives WSC another "big fat check" to re-write another package, go out to bid again, and WSC and Mr. Koon should be held accountable.

Hearing no further comment, Public Comments was closed.

MOTION: 1st by Lyon, to reject all bids, direct staff and WSC to modify the design, incorporate Value Engineering, and rebid the project. Motion was seconded by Chivens.

VOTE 5-0 Motion passed

10. CAYUCOS SUSTAINABLE WATER PROJECT STATUS UPDATE

Koon informed the Board that construction at the site is still taking place during the COVID-19 shelter-in-place order as it is an exempt public works project, though the workers are following social distancing health recommendations.

The pre-purchase contract equipment has already been manufactured and is going to be shipped soon. The generator is currently in production and remains on schedule. Some material suppliers have shut down, however, and contractors are looking for other sources when inventory is not readily available.

The controls system is being put out to design, but Koon anticipates some interruption in the electronics supply chain. Dylan Wade of WSC agreed that they haven't seen any real financial or time impacts yet, but predicts there will be some delays arising due to COVID-19. They will be flexible, adapt, and keep

the Board informed. Dylan went on to say that the entire work force is grateful to have a job during these times.

President Enns thanked Dylan and asked him to let the work force know that the Board appreciates that they are on the front lines, staying on schedule.

President Enns opened the meeting to Public Comments.
Hearing none, Public Comments was closed.

11. BOARD MEMBER COMMENTS (This item is the opportunity for Board Members to make brief announcements and/or briefly report on their own activities related to District business.)

None

12. FUTURE SCHEDULED MEETINGS.

- May 21, 2020 – Regular Board Meeting
- June 18, 2020 – Regular Board Meeting
- July 16, 2020 – Regular Board Meeting

13. ADJOURNMENT

The meeting adjourned at 5:57p.m.

Minutes Respectfully Submitted By:

X

Amy Nelson
Billing Clerk

**Cayucos Sanitary District
General Checking Account
(Payments Only)
April 2020**

Agenda No. 3.B.1

Date: May 21, 2020

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
04/01/2020	21493	POSTMASTER	-569.15
04/01/2020	21514	CAYUCOS SANITARY DISTRICT	-264.00
04/01/2020	21515	KITZMAN WATER	-31.00
04/01/2020	21516	QUICK TECH COMPUTERS	-525.00
04/01/2020	21517	CAYUCOS SANITARY DISTRICT WELLS FARGO ACT	-1,369.12
04/01/2020	21525	ALLIED ADMINISTRATORS FOR DELTA DENTAL	-613.14
04/01/2020	B2009298820	ALLIED ADMINISTRATORS FOR DELTA DENTAL	-613.14
04/02/2020		QuickBooks Payroll Service	-12,614.88
04/02/2020	21518	CARMEL & NACCASHA LLP	-3,601.60
04/02/2020		MECHANIC'S BANK (RABOBANK)	-123.25
04/03/2020	DD040320201	COLLINS, JONATHAN W	0.00
04/03/2020	DD040320202	CRAWFORD, DANIELLE C	0.00
04/03/2020	DD040320203	GOOD, GAYLE	0.00
04/03/2020	DD040320205	LAKEY, NICK E	0.00
04/03/2020	DD040320206	NELSON, AMY M	0.00
04/03/2020	DD040320204	KOON, RICHARD L	0.00
04/03/2020	21519	CHARTER INTERNET	-114.98
04/03/2020	21520	MORRO ROCK MUTUAL WATER CO. UTILITY 782	-75.51
04/03/2020	21521	PACIFIC LOCKSMITHS	-215.00
04/03/2020	21522	PG&E LS#4	-451.46
04/03/2020	21523	STREAMLINE	-200.00
04/03/2020	21524	WELLS FARGO VENDOR FIN SERV	-213.43
04/05/2020	HLTH040520	CALPERS (HEALTH)	-9,178.47
04/07/2020	21526	PETTY CASH	-25.03
04/07/2020	21527	ALPHA FIRE & SECURITY ALARM CORP	-105.00
04/07/2020	21528	DETECTION INSTRUMENTS CORP.	-598.39
04/07/2020	21529	MISSION UNIFORM SERVICE	-26.60
04/07/2020	21530	PG&E LS#1	-367.68
04/07/2020	21531	PG&E LS#2	-837.34
04/07/2020	21532	PG&E LS#3	-164.23
04/07/2020	21533	PG&E LS#5	-1,666.12
04/07/2020	21534	PG&E OFFICE	-162.16
04/07/2020	21535	QUICK TECH COMPUTERS	-727.50
04/08/2020	21536	PATHIAN ADMINISTRATORS	-165.47
04/08/2020	DEF04032020	CALPERS (RETIREMENT)	-925.00
04/08/2020	PERS040320	CALPERS (RETIREMENT)	-3,094.49
04/10/2020	21537	QUICK TECH COMPUTERS	-291.00
04/14/2020	21539	CALNET3	-292.73
04/14/2020	21540	AT&T MOBILITY	-161.79
04/14/2020	21541	CSA 10A SLO CO PW LS#3	-181.32
04/14/2020	21542	CSA 10A SLO CO PW LS#4	-181.32
04/14/2020	21543	MINER'S ACE HARDWARE	-87.80
04/14/2020	21544	MISSION UNIFORM SERVICE	-26.60
04/14/2020	21545	STAPLES ADVANTAGE (Gov. Acct)	-21.16
04/16/2020		QuickBooks Payroll Service	-11,031.17

Date	Num	Name	Amount
04/17/2020	DD04027202	CRAWFORD, DANIELLE C	0.00
04/17/2020	DD04027205	LAKEY, NICK E	0.00
04/17/2020	DD04027206	NELSON, AMY M	0.00
04/17/2020	DD04027201	COLLINS, JONATHAN W	0.00
04/17/2020	DD04027203	GOOD, GAYLE	0.00
04/17/2020	DD04027204	KOON, RICHARD L	0.00
04/17/2020	EDD041720	EDD	-998.71
04/17/2020	FED04172020	US TREASURY	-4,771.86
04/17/2020	21546	ADVANTAGE ANSWERING PLUS	-81.07
04/17/2020	21547	UNILINK	-852.24
04/17/2020	DEF041720	CALPERS (RETIREMENT)	-925.00
04/17/2020	PERS041720	CALPERS (RETIREMENT)	-2,578.46
04/20/2020	21548	CITY OF MORRO BAY	-95,362.07
04/21/2020	21549	COASTAL COPY, INC	-29.00
04/21/2020	21550	CWEA	-104.00
04/21/2020	21551	MISSION UNIFORM SERVICE	-26.60
04/21/2020	21552	PRINTING SYSTEMS, INC.	-705.40
04/24/2020	21553	MINER'S ACE HARDWARE	-49.52
04/24/2020	21554	SAN LUIS PAPER CO.	-213.20
04/24/2020	21555	SOCAL GAS	-34.69
04/27/2020	21556	BUSINESS CARD 4841	-46.85
04/27/2020	21557	BUSINESS CARD 9841	-29.00
04/28/2020	21561	CAYUCOS SANITARY DISTRICT WELLS FARGO ACT	-150,000.00
04/28/2020	EDD05012020	EDD	-1,216.90
04/29/2020	21562	GAYLORE STEARNS	-30.00
04/29/2020	16530444512	COLONIAL LIFE INSURANCE PREMIUMS	-172.20
04/29/2020	21563	JB DEWAR	-552.81
04/29/2020	21564	MISSION UNIFORM SERVICE	-26.60
04/30/2020		QuickBooks Payroll Service	-12,817.31
04/30/2020		MECHANIC'S BANK (RABOBANK)	-50.00
04/30/2020		MECHANIC'S BANK (RABOBANK)	-86.85
		Total Operating Expenses	-173,673.37
		Total CIP Expenses	150,000.00
		Grand Total	-\$323,673.37

**Cayucos Sanitary District
CIP/CSWP Account
(Payments Only)
April 2020**

Agenda No. 3.B.1a

Date: May 21, 2020

Date	Num	Name	Amount
04/02/2020	11401	J CALTON ENGINEERING	-20,304.00
04/10/2020	11402	ARRIS STUDIO ARCHITECTS	-2,740.00
04/10/2020	11403	MORAES PHAM & ASSOCIATES	-4,800.00
04/14/2020	11404	ASHLEY & VANCE	-10,571.25
04/14/2020	11405	WATER SYSTEMS CONSULTING, INC.	-2,780.00
04/14/2020	11406	WESTERN ALLIANCE BANK - SERIES B	-12,125.32
04/20/2020	11407	WESTERN ALLIANCE BANK - SERIES A1	-71,229.79
04/21/2020	11408	DOWNEY BRAND	-5,104.50
04/22/2020	11409	CAYUCOS SANITARY DISTRICT WELLS FARGO ACT	0.00
04/29/2020	11410	ASHLEY & VANCE	-708.75
Total CIP Expenses			-130,363.61

**Cayucos Sanitary District
CSWP Construction Account
(Payments Only)
April 2020**

Agenda No. 3.B.1b

Date: May 21, 2020

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
04/01/2020	5133	RANCH WIFI	-135.00
04/02/2020	5134	CARMEL & NACCASHA LLP	-2,501.95
04/03/2020	5135	COASTAL COPY, INC	-52.64
04/10/2020	5136	PG&E TORO	-23.72
04/13/2020		WELLS FARGO	-9.84
04/14/2020	5137	CALNET3	-43.87
04/21/2020	5138	WELLS FARGO VENDOR FIN SERV	-249.98
04/22/2020	5139	CAYUCOS SANITARY DISTRICT WELLS FARGO ACT	0.00
04/22/2020	5140	HARVEY'S HONEY HUTS	-345.29
04/23/2020	5141	CUSHMAN CONTRACTING CORPORATION	-1,418,489.00
04/23/2020	5142	GEOSOLUTIONS, INC	-3,273.25
04/23/2020	5143	WATER SYSTEMS CONSULTING, INC.	-89,607.39
04/23/2020	5144	DAVID CRYE GENERAL ENGINEERING CONTRACTOR	-20,464.50
Total CSWP Construction Expenses			-1,535,196.43

Cayucos Sanitary District Cash, Savings and Investment Report April 2020

Agenda No. <u>3.B.2</u>
Date: <u>May 21, 2020</u>

Bank Accounts	Current Balance	
Rabobank Checking	\$271,128	
Wells Fargo CIP	\$1,132,821	
Wells Fargo CFF	\$180,371	
Petty Cash	\$175	
LAIF	\$8,344	
Total	\$1,592,839	
CSWP Project/Asset Accounts		
Western Alliance Const. Interest Reserve	\$278,079	
Western Alliance Series A Account	\$9,123,042	
Western Alliance Series A-1 Account	\$2,001,222	
Western Alliance Series B Account	\$0	
WF CSWP Constr. Oper. Acct.	\$111,957	
WF CSWP Constr. Impound Acct.	\$400,831	
Total	\$11,915,130	
Investments	Current Balance	
Wells Fargo CalTrust	\$1,667,179	(Includes 4 Accts: MMF, STF, LTF and Gov MMF)
Cetera (AKA Girard) Cash/MM	\$727,716	
Cetera (AKA Girard) Treasury/Securities	\$83,152	(Fixed Income)
Mutual Funds	\$0	
Total	\$2,478,047	
Grand Total	\$15,986,016	
MCD Rabobank Deposit CD	\$25,000	Franchise Deposit on Hold

Cayucos Sanitary District FY 19/20 Financial Report April 2020

Agenda No. <u>3.B.3</u>
Date: <u>May 21, 2020</u>

Ordinary Income/Expense	Current Month	YTD Actual Rev/Exp	YTD Budget	Approved Budget 19/20	% of Budget
Income					
4000 · SEWER INCOME	233,312	2,395,433	2,291,133	2,749,360	87%
4100 · WILL SERVE INCOME	175	26,480	34,833	41,800	63%
4200 · RENTAL INCOME	2,645	38,708	30,167	36,200	107%
4300 · SOLID WASTE INCOME	2,188	69,721	59,000	70,800	98%
4400 · SLOCO TAX ASSESSMENTS	159,314	810,622	765,667	918,800	88%
4500 · SAVINGS INTEREST INCOME	8	170	167	200	85%
4600 · INVESTMENT INTEREST	5,242	70,005	61,500	73,800	95%
4700 · OTHER INCOME	-	39,063	63	75	52084%
Total Income	402,884	3,450,203	3,242,529	3,891,035	89%
Expense					
5000 · PAYROLL EXPENSES					
5100 · ADMINISTRATIVE PAYROLL	28,182	176,254	177,017	212,420	83%
5200 · COLLECTIONS PAYROLL	10,336	125,898	177,833	213,400	59%
5400 · DIRECTOR PAYROLL	-	5,100	6,667	8,000	64%
5500 · VESTED PAYROLL BENEFITS	417	4,116	4,167	5,000	82%
5600 · ADMIN PAYROLL TAXES & BENEFITS	9,807	89,482	81,708	98,050	91%
5700 · COLL PAYROLL TAXES & BENEFITS	5,689	79,755	91,917	110,300	72%
5900 · DIRECTOR PAYROLL TAXES & BENEFITS	-	390	354	425	92%
Total 5000 · PAYROLL EXPENSES	54,432	480,995	539,663	647,595	74%
6000 · OPERATING EXPENSES					
6050 · SPECIAL PROJECTS	-	-	13,333	16,000	0%
6100 · ADMIN OPERATING EXPENSES	93,133	250,714	290,875	349,050	72%
6500 · COLLECTIONS OPERATING EXPENSES	5,873	81,479	179,292	215,150	38%
7000 · TREATMENT OPERATING EXPENSES	-	180,029	588,750	706,500	25%
Total 6000 · OPERATING EXPENSES	99,006	512,222	1,072,250	1,286,700	40%
Total Expense	153,438	993,217	1,611,913	1,934,295	51%
Net Ordinary Income	249,447	2,456,986	1,630,617	1,956,740	126%
Net Income	249,447	2,456,986	1,630,617	1,956,740	126%

Cayucos Sanitary District Capital Improvement Projects Report FY 19/20 April 2020

Agenda No. 3.B.4

Date: May 21, 2020

	Current Month	YTD Actual Rev/Exp	Approved Budget 19/20	Percent Used YTD
CAPITAL IMPROVEMENTS				
1601 - Sewer Main Replacements	0.00	0.00	60,000.00	0%
1602 - Point Repairs	0.00	13,011.85	30,000.00	43%
1608 - MAIN OFFICE BUILDING REPAIRS				
1608.2 - Main Office Storm Damage	0.00	0.00	40,000.00	0%
1608.3 - Computer/Server Replacement	0.00	22,294.25	25,000.00	89%
1612 - ALL LIFT STATIONS				
1612.1 - Lift Station SCADA System	0.00	0.00	100,000.00	0%
1612.2 - Lift Station 2 Pump Replacement	0.00	45,979.44	46,000.00	100%
1612.3 - VacTron Trailer (Vermeer)	0.00	51,077.92	54,000.00	95%
1613 - CALTRANS TC BRIDGE PROJECT				
1613.1 - Toro Creek Bridge Project	0.00	12,425.00	31,540.00	31%
Total 1600 CAPITAL IMPROVEMENTS	0.00	\$144,788.46	\$386,540.00	37%



AGENDA ITEM: 4.A

DATE: May 21, 2020

CAYUCOS SANITARY DISTRICT

TO: Board of Directors

FROM: Rick Koon
District Manager

SUBJECT: Monthly Managers Report: May 2020

DATE: May 13, 2020

ADMINISTRATIVE:

- Administrative Staff continues to cross training each other on various job duties.
- The sale of 6SW and 6N by The District has now been extended to June 30. The District continues to work with the Trust for Public Lands and the San Luis Obispo Land Conservancy. Legal Counsel is reviewing the Draft Purchase and Sale Agreement for Board approval next month.
- District Staff updated the website to reflect office closures due to COVID-19.
- The District is working with Caltrans on the design of the temporary and permanent locations for the District's outfall pipeline. The design and construction estimates will be completed by the end of May and submitted to Caltrans for their review and approval.
- Lift Station 5 is scheduled to go out for rebidding on May 29th. Bids will be due June 19th.

CAPITAL PROJECTS:

- Working with USDA and CSWP contracts
- LAFCO application process for District Boundary
- Lift Station 5 Project Rebid
- Toro Creek Pipeline Project
- Caltrans Bridge Replacement Project
- RWQCB permit discussions
- District SCADA Project

OPERATIONS AND MAINTENANCE

April 2020

CIP:

Daily operations of note:

- H2S leaving lift station #5 Average 3 ppm Max 31 ppm
- Lift Station #5 - average temperature 66.8° f
- Lift Station #1 - average pH 8.75
- Target Solutions Training for SDRMA
- Respond to 28 Underground Service Alerts
- Performed regular maintenance at all stations:
Scrape, pump down, bleach wells, test generators, high water floats and dialers
- Regular inspections of hot spot manholes
- Trim bushes at lift stations and office
- CIWQS annual system questionnaire update
- Attend four COVID-19 webinars with CWEA
- Troubleshoot radio repeater
- Repair faulty connection on push camera equipment
- Reconfigure office CCTV system
- LS 5 new construction advisory meetings
- EDU reduction inspection at 39 Fresno
- Compile list of manholes to be rehabilitated
- GoToMeeting with Dukes regarding I&I detection project
- Fill all backup generator fuel tanks
- Fuel delivery from JB Dewar
- R&R pump # 2 at Lift Station 4, scheduled pick up from Xylem
- Hamon repaired failed garage door sensor and serviced both doors
- Tailgate meeting topic – “Securing the Load”

Call outs:



AGENDA ITEM: 5

DATE: May 21, 2020

CAYUCOS SANITARY DISTRICT

TO: Board of Directors

FROM: Rick Koon
District Manager

DATE: May 14, 2020

SUBJECT: Consideration to Adopt Cayucos Sanitary District Resolution 2020-2 Requesting Consolidation of its Biennial Election with the November 3, 2020 General Election

Discussion:

Every even numbered year, two or three members of the Sanitary District Board are up for reelection. The benefit of Consolidation allows the District to save on election Ballot printing, notification mailings and vote tabulation costs. The District also requires the candidates to pay for their own printing and handling of their own statement of qualifications.

Recommendation

Staff recommends the Board Adopt Cayucos Sanitary District Resolution 2020-2 Requesting Consolidation of its Biennial Election with the November 3, 2020 General Election.

RESOLUTION 2020-2

May 21, 2020

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CAYUCOS SANITARY DISTRICT REQUESTING CONSOLIDATION OF ITS BIENNIAL ELECTION WITH THE NOVEMBER 3, 2020 CONSOLIDATED GENERAL ELECTION

WHEREAS, pursuant to Elections Code Sections 10500 et seq, an election is to be conducted on November 3, 2020 to fill offices on the Cayucos Sanitary District (“CSD”) Board of Directors; and

WHEREAS, pursuant to Elections Code §10555, said election may be consolidated with any other election, pursuant to Elections Code Section 10400 et seq.; and

WHEREAS, the CSD Board of Directors has determined that it should request that the San Luis Obispo County Board of Supervisors consolidate the CSD’s General District Election with any other election that may be held on the same day.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cayucos Sanitary District as follows:

Section 1. The Board of Supervisors of San Luis Obispo County is hereby requested to consolidate the General District Election of the Cayucos Sanitary District to be held on November 3, 2020 with all other San Luis Obispo County elections held on the same date. This request is made pursuant to Sections 10555 and 10400 et seq. of the California Elections Code.

Section 2. The Board of Directors agrees to reimburse the County of San Luis Obispo in full for the services performed relating to this election upon presentation of a bill to the CSD.

Section 3. The offices to be voted on are two (2) full term positions on the Board of Directors.

On motion of _____ seconded by _____

The foregoing Resolution is hereby ADOPTED, SIGNED AND APPROVED at a meeting of said Board held on this 21st day of May 2020, by the following vote, to wit:

AYES:

NAYS:

ABSENT:

ABSTAINING:

By: Robert B. Enns
President of the Board of Directors

ATTEST:

APPROVED AS TO FORM:

Rick Koon, District Manager

Timothy J. Carmel, District Counsel

(SEAL)



AGENDA ITEM: 6

DATE: May 21, 2020

CAYUCOS SANITARY DISTRICT

TO: Board of Directors

FROM: Rick Koon
District Manager

DATE: May 14, 2020

SUBJECT: Discussion and Consideration to Approve an Update of Signatories and Points of Contact for Cetera Advisor Networks

Discussion:

Cetera Advisor Networks has changed the person handling our account. The Cetera account is for the District's long-term T-Bill investments. They have also asked for an update for our signatories and for an updated list of our points of contact. Currently, the Board President, Vice-President and District Manager are signatories with two signatures required. The update to the points of contact will be for our administrative staff for access to our statements.

Recommendation

Staff recommends the Board approve an update of signatories to remain as is, and the points of contact to be administrative staff for Cetera Advisor Networks.



AGENDA ITEM: 7

DATE: May 21, 2020

CAYUCOS SANITARY DISTRICT

TO: Board of Directors

FROM: Rick Koon
District Manager

DATE: May 14, 2020

SUBJECT: Discussion and Consideration to Approve the First Amendment to the Memorandum of Understanding for Public Ownership for Lot 6SW between the Cayucos Sanitary District, the Trust for Public Land, the City of Morro Bay, and Chevron Land and Development Company

Discussion:

At the February 2020 Board meeting, the Board approved this Memorandum of Understanding ("MOU"). The MOU outlines the timing requirements for the City of Morro Bay to begin processing the Lafco application for the detachment, annexation and expanding the SOI to include the Panorama Lots. The original due date was April 30, 2020. The first amendment changes the date to May 30, 2020.

Recommendation

Staff recommends the Board approve the First Amendment to the Memorandum of Understanding for public ownership for Lot 6SW between the Cayucos Sanitary District, the Trust for Public Land, the City of Morro Bay, and Chevron Land and Development Company.

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

[Chevron Estero Marine Terminal, Lot 6SW]

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING (“**Amendment**”) is made and entered into as of April 16, 2020, by and between The Trust for Public Land, a California nonprofit public benefit corporation (“**TPL**”), the City of Morro Bay (“**Morro Bay**”), the Cayucos Sanitary District (“**CSD**”), and Chevron Land and Development Company, a Delaware Corporation (“**Chevron**”), each of which may individually be referred to herein as a “**Party**” and collectively, as the “**Parties**”, with reference to the following recitals of fact:

RECITALS

A. The Parties entered into a Memorandum of Understanding dated January 31, 2020 (“**MOU**”), to evidence their desire to achieve a common conservation goal and appropriate public ownership for that certain real property located in San Luis Obispo County, California, and more particularly described in the MOU. All capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the MOU.

B. The Parties now desire to amend the MOU to extend certain dates contained therein.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto hereby acknowledge that the MOU is amended as follows:

ACKNOWLEDGEMENT

1. Amended and Restated Sections. The following section(s) are amended and restated in their entirety as follows upon execution of this Amendment:

Section 4. “**OBLIGATIONS OF MORRO BAY:** Morro Bay shall seek City Council approval to proceed with filing the LAFCO Application. The LAFCO Application shall also seek to annex Lot 6NW into the City of Morro Bay and to de-annex Lot 6NE, both of which respective lots are shown on Exhibit A. Morro Bay will make best efforts to file the LAFCO Application as soon as feasible but no later than May 29, 2020. The Parties understand that nothing in this MOU commits the City Council to approve the LAFCO Application and that such decision must be made by the City Council pursuant to applicable law, including, but not limited to, the Brown Act.”

Section 6. “**OBLIGATIONS OF CSD:** CSD agrees to negotiate the terms of the Option Agreement with TPL, which will include standard provisions for the purchase of real property including the issuance of title insurance. CSD and TPL intend that the Option Agreement will be executed by the end of May 2020.”

3. Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument when each party has signed one such counterpart. This Amendment may be executed and delivered to the other party by facsimile or electronic transmission and a facsimile or electronic signature shall have the same legal effect as an original signature.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the dates set forth next to their respective signatures below.

TPL

The Trust for Public Land, a California nonprofit public benefit corporation

By: _____

Its: _____

CHEVRON

Chevron Land and Development Company, a Delaware Corporation

By: _____

Its: _____

CSD

Cayucos Sanitary District, a political subdivision of the State of California

By: _____

Its: _____

MORRO BAY

City of Morro Bay, a municipal corporation

By: _____

Its: _____



AGENDA ITEM: 8

DATE: May 21, 2020

CAYUCOS SANITARY DISTRICT

TO: Board of Directors

FROM: Rick Koon
District Manager

DATE: May 14, 2020

SUBJECT: Discussion and Consideration to Enter into a Memorandum of Understanding and a Public Utility and Access Easement and Maintenance Agreement with the County of San Luis Obispo for the Purchase of a 20 foot Public Utility and Access Easement on Lot 1 Adjacent to and Westerly of Highway 1 and to Direct the District Manager to sign the Documents upon review and Approval by District Legal Counsel.

Discussion:

Prior to the purchase of Lot 1, the District requested the appraisal to appraise the value of a 20' easement westerly of Highway 1 for the possible acquisition by the District. The easement runs from the southerly terminus of Studio Drive to the Lot 1 southerly boundary at Toro Creek Road and was appraised at \$11,000.00.

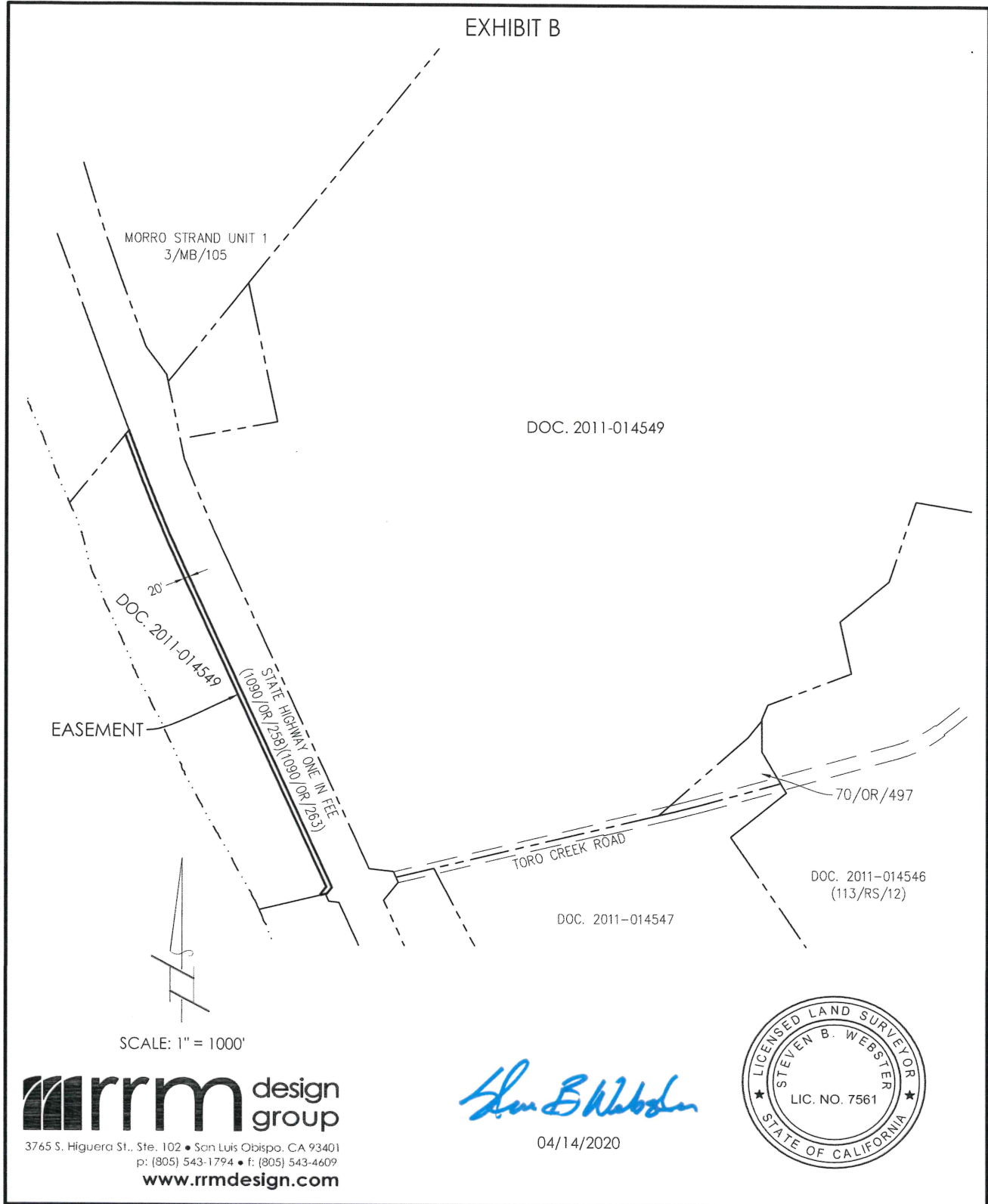
It is in the best interest of the District to acquire this easement as it may be required for future pipeline installations to Lift Station 5.

Lot 1 has closed escrow and ownership has transferred from Chevron Land and Development to the County of San Luis Obispo. The MOU allows the District to pay the \$11,000.00 directly to the San Luis Obispo Land Conservancy.

Recommendation

Staff recommends the Board enter into a Memorandum of Understanding and a Public Utility and Access Easement and Maintenance Agreement with the County of San Luis Obispo for the purchase of a 20 foot Public Utility and Access Easement on Lot 1 adjacent to and westerly of Highway 1 and to Direct the District Manager to sign the documents upon review and approval by District Legal Counsel.

EXHIBIT B



rrm design group

3765 S. Higuera St., Ste. 102 • San Luis Obispo, CA 93401
p: (805) 543-1794 • f: (805) 543-4609

www.rrmdesign.com

Steven B. Webster

04/14/2020





AGENDA ITEM: 9

DATE: May 21, 2020

CAYUCOS SANITARY DISTRICT

TO: Board of Directors

FROM: Rick Koon
District Manager

DATE: May 14, 2020

SUBJECT: Discussion and Consideration to Approve an Agreement for Consultant Services with Pro3 Automation Inc, for the Design and Installation of the District's SCADA system for the Lift Stations.

Discussion:

One of the approved Capital Projects for this year is for the design and installation of the SCADA system for the District's existing lift stations. Now that the CSWP has progressed sufficiently, it is a good time to begin the integration of the Lift Station SCADA with the CSWP SCADA system. Both SCADA systems will use the ignition software as their operating platform. The FY 19/20 CIP budget for the Lift Station SCADA is \$100,000.00, Pro3's proposal is at \$58,000.00. It is anticipated that a portion of Pro3's work included in this proposal will occur next FY with final integration with the CSWP SCADA occurring in December of this year.

Recommendation

Staff recommends the Board approve an Agreement for Consultant Services with Pro3 Automation Inc, for the design and installation of the District's SCADA system for the lift stations.

AGREEMENT FOR CONSULTANT SERVICES

This AGREEMENT FOR CONSULTANT SERVICES (“Agreement”) is made and effective as of **May 21, 2020**, between **PRO3 AUTOMATION, INC.** (“Consultant”), and the **CAYUCOS SANITARY DISTRICT**, a political subdivision of the State of California (“District”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on May 21, 2020 and shall remain and continue in effect until completion of the consulting services described herein, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks described and comply with all terms and provisions set forth in Exhibit “A,” attached hereto and incorporated herein by this reference.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **AGREEMENT ADMINISTRATION**

District’s General Manager, Rick Koon, shall represent District in all matters pertaining to the administration of this Agreement. Consultant’s agent, Paul Gonzales, President, Pro3 Automation, shall represent Consultant in all matters pertaining to the administration of this Agreement.

5. **PAYMENT**

The District agrees to pay the Consultant in accordance with the payment rates and terms set forth in Exhibit “A,” attached hereto and incorporated herein by this reference, in monthly progress payments based on time spent on each task.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The District may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall

immediately cease all work under this Agreement, unless the notice provides otherwise. If the District suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the District shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the District. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the District pursuant to Section 5.

7. **TERMINATION ON OCCURRENCE OF STATED EVENTS**

This Agreement shall terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of any party;
- (b) Sale of Consultant's business; or
- (c) Assignment of this Agreement by Consultant without the consent of District.

8. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, District shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the District Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the District shall have the right, notwithstanding any other provision of this Agreement to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. **LAWS TO BE OBSERVED.** Consultant shall:

(a) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by Consultant under this Agreement;

(b) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Consultant's performance under this Agreement, or the conduct of the services under this Agreement;

(c) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

(d) Immediately report to the District's General Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement; and

(e) The District, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

10. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by District that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of District or its designees at reasonable times to such books and records; shall give District the right to examine and audit said books and records; shall permit District to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the District and may be used, reused, or otherwise disposed of by the District without the permission of the Consultant. With respect to computer files, Consultant shall make available to the District, at the Consultant's office and upon reasonable written request by the District, the

necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless District, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

(d) Indemnification for Design Professional Services. Notwithstanding anything herein to the contrary, to the fullest extent permitted by law for all design professional services arising under this Agreement, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

12. **INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C" attached hereto and incorporated herein as though set forth in full.

13. **INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the District a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither District nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the District. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against District, or bind District in any manner.

(b) No employee benefits shall be available to Consultant in connection with performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, District shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for District. District shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of the Cayucos Sanitary District in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Cayucos Sanitary District will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the District to any and all remedies at law or in equity.

15. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of District, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

16. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without District's prior written authorization. Consultant, its officers, employees, agents, or subcontractors, shall not without written authorization from the District Manager or unless requested by the District Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the District. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.

(b) Consultant shall promptly notify District should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the District. District retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with District and to provide the opportunity to review any response to discovery requests provided by Consultant. However, District's right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

17. **NOTICES**

Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To District: Rick Koon, District Manager
 Cayucos Sanitary District
 PO Box 333
 Cayucos, CA 93430

Copy to: Timothy J. Carmel
 Carmel & Naccasha, LLP
 1410 Marsh Street
 San Luis Obispo, CA 93401

To Consultant: Paul Gonzales, President
Pro3 Automation, Inc.
4600 Ashe Rd., Suite 313
Bakersfield, CA 93313

18. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of the District.

19. **GOVERNING LAW**

The District and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the Cayucos Sanitary District.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **TIME**

District and Consultant agree that time is of the essence in this Agreement.

22. **CONTENTS OF PROPOSAL**

Consultant is bound by the contents of the Proposal submitted by the Consultant, Exhibit "A," and Exhibit "B" attached hereto and incorporated herein.

23. **CONSTRUCTION**

The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only and are not intended to be construed to define or limit the provisions to which they relate.

24. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

25. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

CAYUCOS SANITARY DISTRICT

PRO3 AUTOMATION, INC.

By: _____
Rick Koon, District Manager

By: _____
Paul Gonzales, President

Approved As To Form:

By: _____
Timothy J. Carmel, District Counsel

EXHIBIT A

CONSULTANT'S PROPOSAL AND FEE

See Attached



4600 Ashe Rd. Suite 313
Bakersfield, Ca 93313
Office (661)397-4842
Fax (661)397-4862
Lic# C1040213

To: Cayucos Sanitary District
Attn: Rick Koon
Ref: New SCADA
From: Paul Gonzales

May 13, 2020

Rick,

Thank you for the opportunity to allow Pro3 Automation to work with you on this project. Below is a description of the professional services provided in the quote to design, implement and start up the new SCADA system network for monitoring and collecting data for the Districts five lift stations. Please let me know if you have any questions.

1. Perform a radio path survey at the district office and the 5 lift stations to determine the best communications network solution for the Districts new SCADA system. The analysis will start with using a RF propagation simulation software to determine the correct radio frequency, antenna location and height.
2. If the path study proves to show a radio solution will work, Pro3 Automation will do on site testing of the radios based on the results of the computer simulation data to verify the results.
3. If the path study proves to show a radio solution will not work, Pro3 Automation will provide alternative communications solution (cellular) for the SCADA network and coordinate with District staff to implement the chosen SCADA network.
4. Work with the Districts IT department and the Systems Integrator of the new Wastewater Treatment Plant (WWTP) to implement the Ignition HMI software at the District office. This will allow the District to monitor, collect data and have alarm notification for the 5 lift stations until the WWTP is in operations.
5. Work with the District staff to design the Ignition HMI screens, data points and alarm notifications.
6. Work with the District staff to determine the best solution to tie the new WWTP into the new Lift Station SCADA network.
7. Work with the District staff to specify, furnish, and install all required SCADA network communications components.
8. Work with the lift station controller manufacturer to determine the requirements for integrating these controllers into the new SCADA system network.

The cost to complete the above scope of work will be \$58,000.00. This price includes taxes and is valid for 30 days.

Thank You,
Paul Gonzales
President, Pro3 Automation, Inc

EXHIBIT B

FEE ESTIMATE

Not Used

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to District in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to District.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy from CG 00 01 or the equivalent. Defense costs must be paid in addition to limits. There shall be no cross-liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend the insured. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and District agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds District, its officials employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or current equivalent. Consultant also agrees to require all consultants, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against District regardless of the applicability of any insurance proceeds, and to require all Consultants and subcontractors to do likewise.

3. All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the District or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Consultant or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the District, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect District's protection without District's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to District at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, District has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by District shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at District option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to District of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will “endeavor” (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self-insurance available to District.

10. Consultant agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to District for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any Consultant, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to District. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the District. At the time the District shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the District will negotiate additional compensation proportional to the increase benefit to District.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of District to inform Consultant of non-compliance with any insurance requirements in no way imposes any additional obligations on District nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage annually as long as District, or its employees or agents face an exposure from operations of any type pursuant to this

agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until District executes a written statement to that effect.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to District within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to District, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge District or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to District. It is not the intent of District to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against District for payment of premiums or other amounts with respect thereto.

22. Consultant agrees to provide immediate notice to District of any claim or loss against Consultant arising out of the work performed under this agreement. District assumes no obligation or liability by such notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve District.



AGENDA ITEM: 10

DATE: May 21, 2020

CAYUCOS SANITARY DISTRICT

TO: Board of Directors

FROM: Rick Koon
District Manager

DATE: May 14, 2020

SUBJECT: Discussion and Consideration to Approve the Cayucos Sustainable Water Project Change Order #2 and to Fund the Solar Switch Gear and Conduits using Capital Improvement Funds until Final Approval by the USDA

Discussion:

CSWP Change Order #1(CCO#1) was for a credit of \$17,736.00
Change Order #2 ("CCO#2) can be broken down into two parts: direct project costs and additional costs added to the project due to the Solar Project.

CCO#2 direct project costs are \$37,378 and are for miscellaneous items including additional concrete, electrical lighting, additional insulation in the Ops building and network integration. CCO#2 also includes a credit of \$2,205 for switching to vinyl window frames instead of aluminum.

To date the combined value of the direct project costs, CCO#'s 1 and 2, is \$19,642 which is less than 0.01 percent of the overall contract.

CCO#2 Solar Project costs are a total of \$183,005.00. \$96,911.30 for switch gear and \$67,521.76 for conduits and \$18,571.94 for markup per our contract with Cushman.

The switch gear goes in the main electrical room and is needed to switch the incoming power from grid to solar. The conduits will carry the wires and telemetry from the solar field to the main electrical room. Per the Power Purchase Agreement ("PPA"), approved by the Board last December, the District is to supply the switch gear and conduits.

CCO#2 was presented to the USDA for approval. The USDA has requested the Solar Project costs be funded by the District until final project costs are determined. At that time, the District can submit the Solar Project costs to utilize any excess USDA funds.

Recommendation

Staff recommends the Board approve the Cayucos Sustainable Water Project Change Order #2 and to fund the solar switch gear and conduits using Capital Improvement funds until final approval by the USDA

Change Order No. 002

Date of Issuance: 05/11/20	Effective Date: 05/22/20
Owner: Cayucos Sanitary District	Owner's Contract No.: CSWP-2
Contractor: Cushman Contracting Corporation	Contractor's Project No.:
Engineer: Water Systems Consulting	Engineer's Project No.: N/A
Project: Cayucos Sustainable Water Project	Contract Name: Water Resource Recovery Facility

The Contract is modified as follows upon execution of this Change Order:

Description: Changes to the CSWP Water Resource Recovery Facility Primarily dealing with the addition of electrical switching equipment, lighting, reinforced concrete changes at the Headworks, Insulation changes at the Operations Building, and communications network changes.

Attachments: *Summary table*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$ 20,518,175.01</u>	Original Contract Times: Substantial Completion: <u>497</u> Ready for Final Payment: <u>557</u> days or dates
Decrease from previously approved Change Orders No. <u>1</u> : <u>\$ 17,736</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: <u>\$ 20,500,439.01</u>	Contract Times prior to this Change Order: Substantial Completion: <u>497</u> Ready for Final Payment: <u>557</u> days or dates
Increase of this Change Order: <u>\$220,383</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: <u>\$20,720,822.01</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>497</u> Ready for Final Payment: <u>557</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title _____	Title _____
Date: _____	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

CHANGE ORDER

Owner: Cayucos Sanitary District

No. 002

Contractor: Cushman Contracting Corporation

Issue Date: 05/11/20

Project: Cayucos Sustainable Water Project

ITEM NO.	DESCRIPTION OF THE CHANGE	COST INCREASE	COST DECREASE
01	Increases Price - Negotiated lump sum payment for labor and materials to modify the reinforced concrete at the Headworks in accordance with RFQ 012, DCM 011, RFI 035, and associated Submittals to accommodate the as-built Headworks equipment.	\$24,500	N/A
02	Increases Price - Negotiated lump sum payment for labor and materials to add emergency egress lighting with battery backup at the Membrane Equipment and Chemical Areas. Also includes minor modifications to Operations and Maintenance Building Restroom lighting. in accordance with RFQ 20, RFI 8 and 14 responses.	\$5,167	N/A
03	Increases Price - Negotiated lump sum payment for labor and materials to increase attic insulation from R19 to R30 and wall insulation from R19 to R38. This work is being done in accordance with DCM #17 and RFQ 30.1.	\$5,943	N/A
04	Increases Price - Negotiated lump sum payment for labor and materials to install additional switchgear sections and electrical duct banks to accommodate development of future solar facilities in accordance with RFQ 034.	\$183,005	N/A
05	Decreases Price - Negotiated lump sum payment for the material change from aluminum to vinyl windows in the Operations, Maintenance and Dewatering Buildings.	N/A	\$2,205
06	Increases Price – Negotiated lump sum payment for communications equipment changes associated with the network block diagram in accordance with RFI 058 and RFQ 037.	\$3,973	N/A

Cushman Contracting Corporation
P.O. Box 147
Goleta, CA 93116-0147

10 March 2020

Correspondence 024
RFQ 012

Dylan Wade
Water Systems Consulting, Inc.
805 Aerovista Place, Suite 201
San Luis Obispo, CA 93401

Re: Cayucos Water Resource Recovery Facility
Subject: DCM 011-Headworks Equipment and Foundation Changes

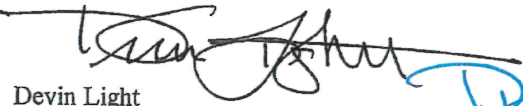
Dylan Wade,

We are submitting the extra cost for the headworks concrete changes as directed in DCM 011, RFI 035, submittal series 79 and 91. These cost are inclusive of all labor, material to modify the concrete foundations/structure and realign the 18" WW line from the effluent outfall to the MBR. This work does not include piping modifications for the headworks equipment furnished by EnviroCare for the changes to the grit equipment.

Total additional cost: ~~\$28,833.00~~ 24,500.00
Additional Contract Time: Not Requested

Supporting documentation is attached herewith. Please incorporate these extra cost into the next Change Order. We expect to bill for this work in the next payment cycle for March 2020.

Regards,
Cushman Contracting Corporation


Devin Light
Project Manager

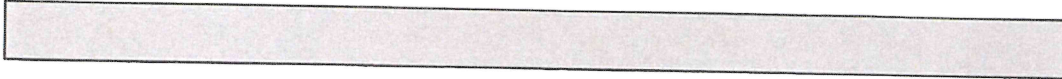
Cc: 1119, SB
Att: 7pgs

DMAY20
05-08-20
AGREED CHANGES
Rick Koon

Cayucos Sanitary District
Cayucos Water Resource Recovery Facility

Cost Summary

Date: 3/10/2020
 RFQ #: 012
 Description: DCM 011 - Headworks Equipment and Foundation Changes



<u>CCC</u>	Mobilization	\$ 1,200.00	Ø
	Labor	\$ 3,498.00	2,602
	<u>15%</u> Mark-up	\$ 524.70	390
	Equipment	\$ 570.00	354
	<u>15%</u> Mark-up	\$ 85.50	53
	Materials	\$ 5,953.00	5,853
	<u>15%</u> Mark-up	\$ 892.95	878
	Subcontractors*	\$ 14,672.00	12,500
	<u>5%</u> Mark-up	\$ 733.60	625
	Compilation Charge	NC	
	Subtotal	\$ 28,129.75	
	Bonds & Insurance @ 2.5% (if not incl. In Mobilization)	\$ 703.24	
	Change Order Total:	\$ 28,833	24,500
	Additional Time:		



Subcontractor's Breakdown:

Name	Amount
PSG	\$ 14,672.00
Subcontractor's Total:	\$ 14,672.00

Notes: Taxes included in the above change order total.

Cushman Contracting Corporation
P.O. Box 147
Goleta, CA 93116-0147

18 December 2019

Correspondence 016
RFQ 020

Dylan Wade
Water Systems Consulting, Inc.
805 Aerovista Place, Suite 201
San Luis Obispo, CA 93401

Re: Cayucos Water Resource Recovery Facility
Subject: RFQ 020 – Light Fixture Changes

Dylan Wade,

We are providing the additional cost to change light fixtures per responses to RFI 8 and RFI 14 for approval. Please reference Electricraft's scope description for the fixture changes attached herewith.

Total Additional Cost \$5,167.00

Please provide a change order for the fixture changes so that we may proceed with ordering the materials for the Project.

Regards,
Cushman Contracting Corporation


Devin Light
Project Manager

JD SWAN 20

*AGREED CHANGE
Rick Koon 05-08-20*

Cc: 1119

Close @ 8,000



200 Suburban Road, Suite A, San Luis Obispo, CA 93401

RFC #2

To: Cushman Contracting Corporation	From: Dave Horton
ATTN: Devin Light	Project Manager
Email: devin@cushmancontracting.com	Pages: 4
Phone: 805-705-7059	Date: 10/17/19
Re: Cayucos Sustainable Water Project RFI 8 – Restroom Vanity Fixtures RFI 14 – Emergency Fixtures	CC: File

Urgent For Review For Your Action Please Confirm Fax Please Reply

In response to RFI 8 dated 7/29/19 and RFI 14 dated 8/30/19 for the referenced project, our lump sum request for change is **\$4,921.12** to cover the electrical work including, material, tax and labor during straight time hours Monday through Friday for a complete installation as outlined below and per the attached breakdown:

Specifically Included in RFI 8:

1. Credit material and labor for five intended wall sconce light fixtures over restroom sinks.
2. Provide and install three linear vanity fixtures specified by RFI response.

Specifically Included in RFI 14:

1. Credit material for intended battery packs in original fixture types BE (6) & CE (3).
2. Provide and install two Class 1 Division 2 rated emergency lights in the Membrane Pit.
3. Provide and install two Nema 4X rated emergency lightings in the Chemical Building.
4. Provide and install PVC coated conduit, fittings, and supports for circuit intercept and/or extension to new emergency lights.

In accordance with the California Code of Regulations Title 8, Chapter 2, Subchapter IV our electricians have been tested and are certified Journeyman General Electricians. Our standard additional insured endorsement CG 2010 11 85 modified is included in this quote. Any additional endorsements or waivers can be provided at an additional charge.

Thank you for the opportunity to provide additional services for this project. This RFC is valid for a period of 30 days. Please feel free to call regarding any questions you may have.

Sincerely,

Dave Horton
Project Manager

Z:\Open Jobs\19-127 Cayucos SWP\RFC\RFC 2\RFC 2.doc

PLEASE NOTE: The information contained in this facsimile message is intended only for the personal and confidential use of the designated recipient(s) named above. This message may be a contractor-client communication, and as such is privileged and confidential. If the reader of this message is *not* the intended recipient(s) or an agent responsible for delivering it to the intended recipient(s), you are hereby notified that you have received this document in error, and that any review, dissemination, distribution or copying of this message is strictly prohibited. If you have received this communication in error, please notify this office immediately by phone (805) 544-8224 and return the original message to Electriccraft Inc. Thank you.



200 Suburban Road, Suite A, San Luis Obispo, CA 93401

**Summary Cost Breakdown
Cayucos Sustainable Water Project
Request for Change #2**

**RFI 8 & 14 – Restroom Vanity Fixtures & Emergency Fixtures
10/17/19**

CHARGE/CREDIT

Labor	\$1,329.75
Material	\$2,731.01
Tax	\$218.48
Subtotal	\$4,279.24
OH&P	\$641.88
Total	\$4,921.12

Cushman Contracting Corporation
P.O. Box 147
Goleta, CA 93116-0147

22 April 2020

Correspondence 026.1
RFQ 030.1

Dylan Wade
Water Systems Consulting, Inc.
805 Aerovista Place, Suite 201
San Luis Obispo, CA 93401

Re: Cayucos Water Resource Recovery Facility
Subject: Operations Building Insulation Modifications

Dylan Wade,

We previously submitted a cost proposal for the changes brought about by DCM #17 Operations Building Insulation. That proposal, RFQ-030, dated 12 March 2020 outlined two different price options for added insulation at the Operations Building.

Option #1 was to insulate the Operations Building per DCM #17. That included changing the perimeter wall to 6" studs, adding insulation to this wall, adding rigid insulation at the bathrooms and changing ceiling insulation to R30.

Option #2 included an alternate cost, which provided the same insulation R-values as DCM #17, but with an alternative scope of work. That only included adding insulation to the existing 4" perimeter wall and changing ceiling insulation to R30. As you are aware, the District has chosen to proceed with the scope of work defined by Option #2.

The cost proposal included herein, is a revised price for Option #2, agreed upon by Cushman, WSC and the District on 21 April 2020.

Total Lump Sum Additional Cost: \$5,943.00
Five Thousand Nine Hundred Forty Three Dollars and Zero Cents

05-08-20
Agreed Changes
Rick Koon

Clarifications:

- Cost includes 2 changes:
 1. Add R19 Batt Insulation to Operations perimeter walls.
 2. Change Operations Ceiling insulation from R19 to R30.
- The weight of R30 insulation within a 6" metal joist space may cause the insulation to fall after installation. Wire installation to prevent R30 insulation from falling has not been

[Handwritten signature] 8 MAY 20
CCC

included with this proposal. Should insulation start to fall after installation, CCC and their sub will readjust ceiling batts, to a reasonable extent. Anything beyond this effort will be considered added scope of work and tracked and billed at a time & material basis.

- R30 batt insulation is 9.5" thick and ceiling joists are 6" thick. Insulation will protrude above the ceiling joists by a few inches.

Cost Summary:

Wall Insulation R19 (Adder)	\$3,875.00
Ceiling Insulation R19 (Credit)	(\$3,750.00)
<u>Ceiling Insulation R30 (Adder)</u>	<u>\$5,535.00</u>
Subtotal	\$5,660.00
Markup @ 5%	\$ 283.00
Total	\$5,943.00

Please incorporate this cost into the next project change order that you are currently finalizing. Proposal is valid for (30) thirty days.

Regards,
Cushman Contracting Corporation



Casey Coelho
Project Engineer

Cc: 1119, RFQ-030.1

North County INSULATION

4605 Traffic Way, Atascadero, CA 93422
Mailing Address: P.O. Box 2710, Atascadero, CA 93423
805-460-0122

License No. 616553

TO

Cushman Contracting Corporation

casey@cushmancontracting.com

Attention: Casey Coelho

RE: Operations Building
Toro Creek Road, Cayucos

DATE: March 30, 2020

NORTH COUNTY INSULATION, INC., HEREINAFTER DESIGNATED AS NCI, PROPOSES TO FURNISH ALL MATERIAL AND LABOR FOR THE APPLICATION OF:

PREVAILING WAGE NOTED

Option No. 1 \$5,535.00
R-30 unfaced batts @ ceiling

Option No. 2 \$3,875.00
R-19 unfaced batts @ exterior walls

SIGNED COPY OF PROPOSAL MUST BE RETURNED BEFORE NCI WILL COMMENCE WORK

THIS PROPOSAL IS GIVEN FOR PROMPT ACCEPTANCE AND MAY BE WITHDRAWN AT ANY TIME BEFORE SIGNED ACCEPTANCE BY THE BUYER. PROPOSAL AMOUNT IS VALID FOR 60 DAYS FROM DATE OF THIS ESTIMATE. THE TERMS OF THIS CONTACT ARE **PAYMENT UPON COMPLETION** OF WORK TO BE DONE, UNLESS SO STATED HEREIN. THIS CONTRACT CONTAINS THE WHOLE AGREEMENT BETWEEN BUYER AND SELLER, AND THERE ARE NO REPRESENTATIONS OF WARRANTIES, UNLESS SET FORTH IN WRITING HEREON AND INCORPORATES THE TERMS AND CONDITIONS AS STATED ON THE FACE HEREOF. IN THE EVENT LEGAL PROCEEDINGS ARE INSTITUTED TO ENFORCE THE TERMS HEREOF, BUYER AGREES TO PAY SELLERS REASONABLE ATTORNEYS FEES, AS THE SAME MAY BE PROVIDED FOR, OR DETERMINED BY A COURT JURISDICTION. BUYER ACKNOWLEDGES THAT HE HAS READ AND RECEIVED A COMPLETE LEGIBLE COPY OF THIS CONTRACT. ACCOUNTS NOT PAID WITHIN 30 DAYS OF THE INVOICE DATE ARE SUBJECT TO A 1% MONTHLY FINANCE CHARGE. IF A 30-DAY NOTICE OF CANCELLATION CERTIFICATION IS REQUIRED, AN ADDITIONAL FEE OF \$100 WILL BE ADDED TO THIS PROPOSAL.

ACCEPTED: DATE _____

APPROVED: DATE _____

Company Name _____

By: *Joel Smallwood*

By _____
SIGNATURE TITLE

SIGNATURE TITLE
President

Cushman Contracting Corporation
P.O. Box 147
Goleta, CA 93116-0147

13 March 2020

Correspondence 027
RFQ 034

Dylan Wade
Water Systems Consulting, Inc.
805 Aerovista Place, Suite 201
San Luis Obispo, CA 93401

Re: Cayucos Water Resource Recovery Facility
Subject: Solar Interconnect

Dylan Wade,

Submitted cost for the proposed solar interconnect work to the main electrical switchgear. Please reference the scope description of work listed in Electricraft Inc.'s RFC#4, described as Phase 1 / Phase 2. This cost proposal is based on both Phase 1 and Phase 2 work combined and Phase 2 work completed with current work activities and coordination.

Total Additional Lump Sum Amount: \$191,305.00 - 8300 = 183,005

This Cost Proposal is valid for a period of 30 Days. Please let me know if you have any further questions regarding this proposal.

Regards,
Cushman Contracting Corporation



Devin Light
Project Manager

Cc: 1119, SB, Rick Koon-District Manager
Att: 7pgs

05-08-20

AGREED CHANGE

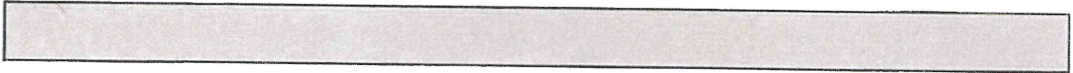
Rick Koon

 5/8/2020

Cayucos Sanitary District
Cayucos Water Resource Recovery Facility

Cost Summary

Date: 3/12/2020
 RFQ #: 034
 Description: Solar Interconnect



<u>CCC</u>	Mobilization	\$	-
	Labor	\$	8,610.00
	<u>15%</u> Mark-up	\$	1,291.50
	Equipment	\$	3,550.00
	<u>15%</u> Mark-up	\$	532.50
	Materials	\$	-
	<u>15%</u> Mark-up	\$	-
	Subcontractors*	\$	164,433.06
	<u>5%</u> Mark-up	\$	8,221.65 φ
	Compilation Charge	\$	-
	Subtotal	\$	186,638.71
	Bonds & Insurance @ 2.5% (if not incl. In Mobilization)	\$	4,665.97 4,587.62
	Change Order Total:	\$	191,305 183,005
	Additional Time:		not requested

Subcontractor's Breakdown:

Name	Amount
Electricraft	\$ 164,433.06
Subcontractor's Total:	\$ 164,433.06

Notes: Taxes included in the above change order total.



200 Suburban Road, Suite A, San Luis Obispo, CA 93401

RFC #4

To: Cushman Contracting Corporation	From: Dave Horton
ATTN: Devin Light	Project Manager
Email: devin@cushmancontracting.com	Pages: 4
Phone: 805-705-7059	Date: 3/6/20
Re: Cayucos Sustainable Water Project Solar Interconnect	CC: File

Urgent For Review For Your Action Please Confirm Fax Please Reply

In response Owner request for the referenced project, our lump sum request for change is as follows to cover the electrical work including, material, tax and labor during straight time hours Monday through Friday for a complete installation as outlined below and per the attached breakdown:

PHASE 1 \$96,911.30

Specifically Included:

1. Provide and install additional section within plant service switchboard consisting of a 2000amp 480V Pringle switch including extension of the concrete equipment pad.
2. Provide and install six (6) 3" sch80 PVC conduits for power and one (1) 1.5" sch80 PVC conduit for communications 40' from switchboard section to roadway across existing plant ductbank.
3. Provide and install one (1) 1" sch80 PVC conduit from switchboard section to neighboring electrical room.
4. Trench excavation, concrete encasement, native backfill, and compaction as needed for underground ductbank to roadway.

PHASE 2 \$67,521.76

Specifically Included:

1. Provide and install six (6) 3" sch80 PVC conduits for power and one (1) 1.5" sch80 PVC conduit for communications 420' from end of phase 1 to equipment at array. The communications conduit will be run along with the plant comm/signal ductbank to the potable water bldg., then continue on to the equipment at the array in its own encased trench.
2. Trench excavation, concrete encasement, native backfill, and compaction as needed for underground ductbank from end of phase 1 to equipment at array.

Specifically excluded for both phases:

1. Surveying, permits, and fees.
2. Directional drilling across creek.

In accordance with the California Code of Regulations Title 8, Chapter 2, Subchapter IV our electricians have been tested and are certified Journeyman General Electricians. Our standard additional insured endorsement CG 2010 11 85 modified is included in this quote. Any additional endorsements or waivers can be provided at an additional charge.

Thank you for the opportunity to provide additional services for this project. This RFC is valid for a period of 30 days. Please feel free to call regarding any questions you may have.

Sincerely,

Dave Horton
Project Manager

Z:\Open Jobs\19-127 Cayucos SWP\RFC\RFC 4\RFC 4.docx

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200 Suburban Road, Suite A, San Luis Obispo, CA 93401

**Summary Cost Breakdown
Cayucos Sustainable Water Project
Request for Change #4
3/6/20**

Solar Interconnect – PHASE 1

CHARGE

Labor	\$7,787.34
Material	\$70,982.24
Tax	\$5,501.12
Subtotal	\$84,270.70
OH&P	\$12,640.60
Total	\$96,911.30

Solar Interconnect – PHASE 2

CHARGE

Labor	\$25,006.29
Material	\$31,283.80
Tax	\$2,424.49
Subtotal	\$58,714.58
OH&P	\$8,807.18
Total	\$67,521.76

Cushman Contracting Corporation
P.O. Box 147
Goleta, CA 93116-0147

3 December 2019

Correspondence 015
RFQ 019

Dylan Wade
Water Systems Consulting, Inc.
805 Aerovista Place, Suite 201
San Luis Obispo, CA 93401

Re: Cayucos Water Resource Recovery Facility
Subject: Change Window Frame Material from Aluminum to White Vinyl

Dylan Wade,

Per your request, the attached price reduction may be applied to the contract if the Owner chooses to install White Vinyl Windows in lieu of Aluminum Windows currently called for by the plans and specs.

Total Credit: ~~(\$2,100.00)~~ (2205)
Two Thousand One Hundred Dollars and Zero Cents

+ 5% Sub makeup
= 2205

Please review the attached proposal from Paso Robles Glass and let us know if the District accepts this proposal.

Agreed Change
Rick Koon
05-08-20

Regards,
Cushman Contracting Corporation



Casey Coelho
Project Engineer

Handwritten signature and date
EMAY 20
cc

Cc: 1119, RFQ-019

ok A

REQUEST FOR INFORMATION



RFI # 01
DATE 11/21/19
DATE NEEDED BY
PROJECT NAME Cayucos Water
PROJECT #

TO: Casey Coelho
Cushman Contracting Corp

RFI Description

If Milgard Style Line White New Construction Windows are selected in lieu of Milgard Standard Aluminum. A credit of \$2100 will be deducted.
Please advise if Style Line is to be selected.

ATTACHMENTS: None
SUBMITTED BY: Jessica Gutierrez
Paso Robles Glass, Inc.

RESPONSE TO RFI

RESPONSE BY:

DATE:

Cushman Contracting Corporation
P.O. Box 147
Goleta, CA 93116-0147

15 April 2020

Correspondence 028
RFQ 037

Dylan Wade
Water Systems Consulting, Inc.
805 Aerovista Place, Suite 201
San Luis Obispo, CA 93401

Re: Cayucos Water Resource Recovery Facility
Subject: RFQ 037 – RFI058 Fiber Optic Cable Terminations

Dylan Wade,

This cost proposal is submitted for the additional work and material as described in RFI 058 Fiber Optic Cable Terminations. Please review and provide an authorization to proceed with the changes to the work per the requirements of the Contract Documents.

Additional Lump Sum: \$3,973.00

Three Thousand Nine Hundred Seventy Three Dollars and No Cents

We do not require any additional time for this change of work at this time. This price is valid for thirty (30) days. If you need to discuss the scope of the design change, please let us know and we can schedule a meeting to review.

Regards,
Cushman Contracting Corporation

05-08-20
AGREED CHANGE
Rick Koon


Devin Light
Project Manager

Cc: 1119



RFC #5

To: Cushman Contracting Corporation	From: Dave Horton
ATTN: Devin Light	Project Manager
Email: devin@cushmancontracting.com	Pages: 6
Phone: 805-995-1416	Date: 4/14/20
Re: Cayucos Sustainable Water Project RFI 58 – Fiber Optic Cable Termination	CC: File

Urgent For Review For Your Action Please Confirm Fax Please Reply

In response to RFI 58 dated 3/2/20 for the referenced project, our lump sum request for change is **\$3,783.59** to cover the electrical work including, material, tax and labor during straight time hours Monday through Friday for a complete installation as outlined below and per the attached breakdown:

Specifically Included:

1. Credit for six (6) surface panel housings originally included/submitted by Electriccraft to cover missing equipment design/specification.
2. Subcontractor to provide and install six (6) 24-fiber patch enclosures, one in each plant control panel to house and patch plant fiber optic cable terminations. Subcontractor quote attached for reference.

In accordance with the California Code of Regulations Title 8, Chapter 2, Subchapter IV our electricians have been tested and are certified Journeyman General Electricians. Our standard additional insured endorsement CG 2010 11 85 modified is included in this quote. Any additional endorsements or waivers can be provided at an additional charge.

Thank you for the opportunity to provide additional services for this project. This RFC is valid for a period of 30 days. Please feel free to call regarding any questions you may have.

Sincerely,

Dave Horton
Project Manager

Z:\Open Jobs\19-127 Cayucos SWP\RFC\RFC 5\RFC 5.docx

PLEASE NOTE: The information contained in this facsimile message is intended only for the personal and confidential use of the designated recipient(s) named above. This message may be a contractor-client communication, and as such is privileged and confidential. If the reader of this message is *not* the intended recipient(s) or an agent responsible for delivering it to the intended recipient(s), you are hereby notified that you have received this document in error, and that any review, dissemination, distribution or copying of this message is strictly prohibited. If you have received this communication in error, please notify this office immediately by phone (805) 544-8224 and return the original message to Electriccraft Inc. Thank you.



200 Suburban Road, Suite A, San Luis Obispo, CA 93401

**Summary Cost Breakdown
Cayucos Sustainable Water Project
Request for Change #5**

**RFI 58 – Fiber Optic Cable Termination
4/14/20**

CHARGE/CREDIT

Labor	\$122.34
Material	\$420.00
Tax	\$33.60
Subtotal	\$575.94
OH&P	\$34.55
Subcontractor	\$3,173.10
Total	\$3,783.59

To: Electricraft, Inc.
 Attn: Dave Horton
 Re: Cayucos Sanitary District
 Cayucos Water Resource Recovery Facility

Quote Date: 4/10/2020
 Quote No.: COQ4
 Project No.: T-49497

Dear Dave:

Thank you for your continued interest in TESCO products, services, and solutions. We are pleased to quote the following scope of work pertaining to the above-referenced project. Only the materials/services listed in the scope below.

Reason for Change Order

Tesco has been asked to add a fiber patch housing to each of the six PLC control panels.

Scope of Supply

Item	Qty	Description
1	Lot	Additions to PLC Control Panels: <ul style="list-style-type: none"> ▪ Six(6) 24-Fiber Patch Housing ▪ Manufacturing Services – assembly and equipment wiring
2	Lot	Professional Services: <ul style="list-style-type: none"> ▪ Engineering – updated documentation, coordination meetings, and coordination with vendor
		TOTAL (including applicable sales tax):
		\$3,022.00

Clarifications

- Unless otherwise stated above, quote is to **furnish only** and does not include trade labor/electrical installation services or field wire terminations.
- Unless otherwise stated above, the following is **not** included within this quotation:
 - **Closet Connector Housings and Terminations (to be furnished and installed by Electricraft).**
 - Conduit, field wire, tubing, or basic trade installation materials (brackets, screws, bolts, j-box, stanchions, pull-box, etc.)
 - Instrumentation mounting components, brackets, stanchions, sunshields, etc.
 - Local control stations and/or field mounted disconnects.
 - Instrumentation, devices, components, or equipment not defined by the above quotation.
 - Fiber optic patch panels, cable, splicing or terminations.
 - Any 3rd party independent testing, harmonic testing/analysis, power coordination study, or Arc-Flash Hazard Analysis (AFHA) study.
 - Interconnection or loop diagrams for equipment not furnished by TESCO.

Terms and Conditions

- Quote is firm for 30 days unless otherwise stated.
- Submittals: A Submittal Schedule will be provided approximately 2 weeks after receipt of written change order approval.
- Delivery: To follow the schedule of the six(6) PLC control panels.
- Approval of change order will require a contract time extension of 0 weeks.
- Approval must be received on or before 05/01/2020 to avoid shipping delays or additional costs related to field modifications.
- Unless otherwise stated above, price does not include any sales tax, use tax, or applicable fees; please apply any taxes and/or fees as appropriate. Please note that all invoices will include sales tax where applicable.
- TESCO price is FOB factory, full freight allowed.
- TESCO warranties against defect in design workmanship and materials for a period of one year from date of installation, and does not exceed 18 months from the date of shipment from the factory.
- TESCO carries liability insurance, with full workman's compensation coverage.
- Terms are net 30 days on approved credit accounts.
- Interest will be applied to all past due invoices.
- All merchandise sold is subject to lien laws.
- Final retention to be paid within 10 days after the project notice of completion.

Please feel free to contact us at (916) 395-8800 to discuss any questions or comments you may have regarding this quotation.

Sincerely,

TESCO CONTROLS, INC.

AJ Hassan
Sales
ahassan@tescocontrols.com



AGENDA ITEM: 11

DATE: May 21, 2020

CAYUCOS SANITARY DISTRICT

TO: Board of Directors

FROM: Rick Koon
District Manager

DATE: May 14, 2020

SUBJECT: Discussion and Consideration to Award the Bid for the Cayucos Sustainable Water Project Offsite Pipeline and Toro Creek Crossing Package and to Approve the Agreement Between Owner and Contractor for Construction Contract (Stipulated Price).

Discussion:

The CSWP Offsite Pipeline and Toro Creek Crossing are the third of fourth bid packages/contracts to be issued for the CSWP. The remaining bid package is for Lift Station #5 which will go to the USDA for approval of the redesign next Monday and out for rebidding soon after.

The Pipeline Package is for the installation of the influent and effluent pipes from Lift Station #5 to the Treatment Plant. Included in this package is 1400 feet of horizontal directional drilling of both lines to avoid Native American cultural materials and to go under Toro Creek.

The low bidder was David Crye Construction at \$2,188,850.00.
The Engineer's project cost estimate was \$2,500,000.00.

See the attached bid analysis by WSC for additional information.

Recommendation

Staff recommends the Board award the bid for the Cayucos Sustainable Water Project Offsite Pipeline and Toro Creek Crossing Package and to approve the agreement between owner and contractor for Construction Contract (Stipulated Price) to David Crye Construction.



5/15/2020

Rick Koon
Cayucos Sanitary District
200 Ash Avenue
Cayucos, CA 93430

SUBJECT: RECOMMENDATION OF AWARD FOR CAYUCOS SUSTAINABLE WATER PROJECT OFFSITE PIPELINE AND TORO CREEK CROSSING PACKAGE

Dear Rick Koon,

This letter recommends awarding construction of the Cayucos Sustainable Water Project Offsite Pipeline and Toro Creek Crossing Package to David Crye General Engineering Contractor, Inc. (David Crye). The project was advertised for bids on March 27, 2020. Mandatory pre-bid meetings were held between April 6th and April 10th, 2020. Meetings were held with potential bidders separately at the project site to comply with COVID-19 guidelines to limit the size of gatherings. A total of 10 meetings were scheduled with prime contractor representatives in attendance. On May 6, 2020, the Cayucos Sanitary District received and publicly opened bids from the 7 bidders summarized below.

Summary of bids received

BIDDER	BID TOTAL
David Crye General Engineering Contractor, Inc.	\$2,188,850.00
Specialty Construction, Inc.	\$2,282,402.00
Unified Field Services Corporation	\$2,400,805.98
CD Lyon, Inc.	\$2,648,699.00
John Madonna Construction Company, Inc.	\$2,690,700.00
Whitaker Construction Group, Inc.	\$2,805,250.00
Raminha Construction, Inc.	\$2,988,000.00

David Crye was the apparent low bidder. The Engineer’s opinion of construction cost was \$2,500,000 excluding contingency. The bids received ranged between \$2,188,850 to \$2,988,000 and were in alignment with the Engineer’s opinion.

Bidder’s Responsibility

WSC received and reviewed David Crye’s Bidder’s Certification of Experience and Qualifications in accordance with the bidding requirements. In addition, we received and reviewed the Certification of Experience and Qualification documentation submitted for their horizontal directional drilling (HDD) subcontractor, Ventura Directional Drilling, Inc. (Ventura). A sufficient number of references for both companies were contacted to verify and confirm that they meet the experience qualifications defined in our Contract Documents.

Additional Bid evaluation criteria reviewed by WSC includes Bidder Workers Compensation Experience Modification Rates and the percentage of work conducted by the Subcontractor. These criteria and the content submitted in David Crye's Bid are detailed below.

Workers' Compensation Experience Modification Rate

In order to review Bidder safety qualifications, the prime contractor and HDD subcontractor were required to submit their Workers' Compensation Experience Modification Rate (EMR) for the last three complete years and have an average less than 1.25 (125%). If this criterion was not met, Bidders were required to provide an explanation and the reasons why the Bid should not be rejected. David Crye has an average EMR of 78 (78%), which qualifies them to be awarded the project. The EMR was confirmed with their Workers' Compensation Insurance Company (State Fund). The Directional Drilling Subcontractor was Ventura Directional Drilling (Ventura). Ventura's EMR for the last three complete years is of 1.48 (148%) for 2017 through 2019, which exceeds the required average. A letter was provided by Ventura and their Insurance Company (Reseco Insurance Advisors) to explain the EMR figures (attached).

The EMR is a number used by insurance companies to gauge both past cost of injuries and future chances of risk. The EMR is calculated by comparing the actual losses to the expected losses. The lower the EMR, the lower the worker compensation insurance premiums will be. According to the Worker's Compensation Insurance Rating Bureau of California (WCIRB), for a small business that incurs a loss, the effect on its EMR can result in an unreasonably high EMR for the year. Ventura Directional Drilling's workers compensation claim in 2017 has impacted the latest complete three-year average for this company with a relatively small workforce of about 20 employees. Ventura's EMR ratings provided prior to 2017 are below 1.0 and the annual EMR since 2017 shows a steady decline. In addition, statements provided in the letters identify actions taken to enforce a culture of safety. Upon reviewing these letters, WSC believes a sufficient explanation was provided and the Bid should not automatically be rejected.

Subcontractors Performing Part of the Work

Supplementary Condition Section 7.06.A of the Contract Documents provides that the Contractor shall not award work valued at more than seventy percent (70%) of the Contract Price to Subcontractor(s), without prior written approval of the Owner. David Crye's Bid indicates that Ventura will perform 73.5 % of the work totaling approximately \$1,608,805. Due to the substantial amount of HDD required for this project and the special technical nature of this work, it was anticipated that if used, an HDD subcontractor would perform a greater amount of work than the Prime Contractor. The limit of 70% of the work conducted by the subcontractor was based on the Engineer's cost estimate of \$2,500,000, and represents a subcontractor fee of approximately \$1, 750,000 and a prime Contract amount of \$750,000. We believe that the low price of this bid has skewed the percentages, and therefore It is recommended that written approval be provided by the Cayucos Sanitary District to allow for the subcontractor to perform up to 75 % of the work for this project.

Bidder's Responsiveness

WSC reviewed all bids received for bid irregularities and responsiveness. WSC did not encounter any bid irregularities that would materially alter the bid amounts for David Crye. Any irregularity that may be present, does not involve price, time, or changes in the Work and can be corrected in the course of executing the Contract Documents.

Conclusion

WSC finds the bid of David Crye both responsible and responsive based upon the explanations noted above. Based on our analysis, and our efforts working with their team on the project to date, we believe that they have the requisite qualifications, experience, and financial capability to successfully complete the project. *We recommend waiving the minor irregularities that might be present, accepting the lower EMR for Ventura, allowing Crye to Subcontract up to 75% of the work, and awarding the construction of Cayucos Sustainable Water Project Offsite Pipeline and Toro Creek Crossing Package to David Crye General Engineering Contractor, Inc. in the amount of \$2,188,850.00.*

Sincerely,

Water Systems Consulting, Inc.



Dylan Wade, PE, CCM



May 7, 2020

PROJECT: Cayucos Sustainable Water Project

SUBJECT: HDD Qualifications EMR rate

Ventura Directional Drillings three-year average of the EMR is 129% and is just over the 125% due to mainly one injury in 2017 of a worker who had a preexisting back injury and received a substantial settlement. We have a relatively small work force (20 guys in the field) and one claim skews the average for over three years. For perspective, our six year history of rates is as follows:

Experience Modification Rate (EMR)					
2015	2016	2017	2018	2019	2020
0.75	0.76	1.56	1.53	1.35	1.00

Since the 2017 claim, we have maintained our normal safety record such that the trend line has decreased the mod rate each year. In 2020, we have a 1.00 EMR.

We feel that our EMR should not be grounds for the rejection of our bid since the safety culture at Ventura Drilling is strong and we take it very seriously and we continue to improve.

Attached is a letter from our insurance carrier for a more detailed explanation of our EMR rating.

Sincerely,

John Fields
President Ventura Directional Drilling.



To Whom It May Concern:

Re: Ventura Directional Drilling EMR (Experience Modification Factor)

Please see the following experience modification rate (EMR)

Effective Term 2019 – 1.39
Effective Term 2018-1.53
Effective Term 2017 - 1.56
Effective Term 2016 - .76
Effective Term 2015 - .75
Effective Term 2014 - .97

This letter is to provide additional information and insight in to the current EMR for Ventura Directional Drilling. The 2019 EMR is 1.39(139%). The EMR continues to be impacted significantly by one claim for an employee who had a very extensive pre-existing back condition. He simply bent over and pushed on a pipe and strained his back. Unfortunately, due to his pre-existing back issues, the claim costs are much higher than they would have been otherwise. This is the final year that this claim will impact the EMR. In addition, the following should be taken in to consideration:

- Ventura has had no workers' compensation claims in the past year.
- TRIR, DART (Days Away Restricted Transferred) for 2018 are well below the national average for their industry.
- Ongoing training & education efforts have continually improved employee safety knowledge as demonstrated by post education written testing.
- Positive feedback and discipline is consistently applied.
- Ventura has developed a customized and interactive safety training and education plan which includes; Excavation Safety, Equipment/Forklift Operations, Silica/ HAZCOM, Job Hazard Analysis, Tool use, and Dust Control. Employees must successfully pass a written exam for each education topic.
- Ventura has updated the quality, quantity and focus of weekly safety topic training by developing custom topics that are pertinent. Measuring employee retention through questioning of employee during safety observations.

We appreciate your time and consideration of the information provided. As you are aware, the EMR is based on a 3-year history and not necessarily reflective of Ventura's current safety culture.

Sincerely,
Chris L. Harris, Managing Director of Client Services
Greg Prentice, CEO/Senior Advisor