LAS VIRGENES - TRIUNFO
JOINT POWERS AUTHORITY
AGENDA

CLOSING TIME FOR AGENDA IS 8:30 A.M. ON THE TUESDAY PRECEDING THE MEETING. GOVERNMENT CODE SECTION 54954.2 PROHIBITS TAKING ACTION ON ITEMS NOT ON POSTED AGENDA UNLESS AN EMERGENCY, AS DEFINED IN GOVERNMENT CODE SECTION 54956.5 EXISTS OR UNLESS OTHER REQUIREMENTS OF GOVERNMENT CODE SECTION 54954.2(B) ARE MET.

5:00 PM January 6, 2014

PLEDGE OF ALLEGIANCE

1. CALL TO ORDER AND ROLL CALL

A The meeting was called to order at _____ p.m. by _____ in the Oak Park Library and the Clerk of the Board called the roll.

Triunfo Sanitation District	Present	Left	Absent
Steven Iceland	_____	_____	_____
Michael McReynolds, Chair	_____	_____	_____
Janna Orkney	_____	_____	_____
Michael Paule	_____	_____	_____
James Wall	_____	_____	_____
Las Virgenes Municipal Water District			
Charles Caspary, Vice Chair	_____	_____	_____
Glen Peterson	_____	_____	_____
Leonard Polan	_____	_____	_____
Lee Renger	_____	_____	_____
Barry Steinhardt	_____	_____	_____

2. APPROVAL OF AGENDA

A Moved by _____, seconded by _____, and _____, that the agenda for the Regular Meeting of January 6, 2014, be approved as presented/amended.

3. PUBLIC COMMENTS

Members of the public may now address the Board of Directors **ON MATTERS NOT APPEARING ON THE AGENDA**, but within the jurisdiction of the Board. No action shall be taken on any matter not appearing on the agenda unless authorized by Subdivision (b) of Government Code Section 54954.2

4. CONSENT CALENDAR

A **Minutes: Regular Meeting of November 4, 2013 and Regular Meeting of December 2, 2013.** Approve

5. ACTION ITEMS

A Tapia WRF Channel Mixing Improvements: Accept Proposal

Accept the proposal from MNS Engineers, Inc. to provide design and construction services for the Tapia WRF Mixing Channel Improvements Project in the amount of $48,205 and authorize the Administering Agent/General Manager to execute a professional services agreement with MNS Engineers, Inc. to perform the work.

B Farm Sprayfield Operation and Maintenance: Renewal of Agreement

Authorize the Administering Agent/General Manager to enter into a one-year contract with W. Litten Land Preparation for operation and maintenance of the JPA's farm sprayfield in an amount not to exceed $250,000.

C Budget Planning Calendar for Fiscal Year 2014-15

Receive and file.

D Lost Hills Overpass Recycled Water Main Relocation: Engineering Design Services

Accept the proposal from AECOM for engineering design services for the Lost Hills Overpass Recycled Waterline Relocation Project in the amount of $45,826 and authorize the Administering Agent/General Manager to execute a professional services agreement with AECOM to perform the work.

E Solar Generation Project: Application of Energy Savings

Approve the application of energy cost-savings realized as a result of the operation of the Solar Generation Project to offset the JPA's expenses for treatment reclamation (sanitation).

6. BOARD COMMENTS

7. ADMINISTERING AGENT/GENERAL MANAGER REPORT

8. FUTURE AGENDA ITEMS

9. INFORMATION ITEMS

A Landscape Maintenance Services: Agreement with Villa Esperanza Services

B Seasonal Storage for Recycled Water: Triunfo Sanitation District Participation

10. PUBLIC COMMENTS

Members of the public may now address the Board of Directors **ON MATTERS NOT APPEARING ON THE AGENDA**, but within the jurisdiction of the Board. No action shall be taken on any matter not appearing on the agenda unless authorized by Subdivision (b) of Government Code Section 54954.2

11. CLOSED SESSION

12. ADJOURNMENT

LAS VIRGENES - TRIUNFO
JOINT POWERS AUTHORITY
MINUTES

5:00 PM November 4, 2013

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the Flag was led by Chair McReynolds.

1. CALL TO ORDER AND ROLL CALL

A Call to order and roll call:

The meeting was called to order at 5:02 pm by Director McReynolds in the Oak Park Library and Clerk of the Board Bodenhamer called the roll. Those answering present were Directors Caspary, Iceland, McReynolds, Orkney, Paule, Peterson, Polan, Renger, Steinhardt and Wall.

2. APPROVAL OF AGENDA

A Approval of agenda

On a motion by Director Charles Caspary, seconded by Director Steven Iceland, the Board of Directors voted 10-0 to Approve the JPA Regular Board Meeting agenda of November 4, 2013
AYES: Director(s) Caspary , Iceland , McReynolds , Orkney , Paule , Peterson , Polan , Renger , Steinhardt , Wall

3. PUBLIC COMMENTS

Members of the public may now address the Board of Directors **ON MATTERS NOT APPEARING ON THE AGENDA**, but within the jurisdiction of the Board. No action shall be taken on any matter not appearing on the agenda unless authorized by Subdivision (b) of Government Code Section 54954.2

No speaker cards were received from the public.

4. CONSENT CALENDAR

A Minutes: Regular Meeting of September 3, 2013 and Regular Meeting of October 7, 2013. Approve

On a motion by Director Charles Caspary, seconded by Director Lee Renger, the Board of Directors voted 10-0 to Approve the minutes as presented.
AYES: Director(s) Caspary , Iceland , McReynolds , Orkney , Paule , Peterson , Polan , Renger , Steinhardt , Wall

5. ACTION ITEMS

A Financial Review: First Quarter of Fiscal Year 2013-14

Receive and file.

The Administering Agent/General Manger Pedersen reported that the first quarter financials are included in the agenda package; operating revenues for the first quarter of 2013/14 were a little over 5% higher than budget; there was a slight increase in the cost of wholesale recycled water; so we are a little bit above budget there, expenses were slightly below budget by 2% with a net operating expense of 5% below budget; $2.91 million verses 3 million budgeted; the capital expenses are a fair amount behind budget at $1.186 million and it was anticipated to be $2.284 million; the difference has to do with the timing of large projects that are under construction right now; the largest project in progress at this time is the Third Digester Project; the construction work is progressing; the concrete shell is cast in place, so it is moving along quite well; JPA question: In regards to the concrete calculations, is it possible that there was more concrete needed than calculated? They may have needed more concrete to build the base than they anticipated. (Lippman: we don't get into that much detail as it's the contractor's means and methods; it was a single bid for the project; it's possible that it was over excavated and they needed more concrete) JPA comments/questions: Concrete is a liquid material that doesn't compress. (Lippman: we will look into it for you) How close are we to being able to sell all of the reclaimed water? (Pedersen: the sprayfields have been operating recently; work is being done on the recycled water pump station as the pump station was not running and recycled water had to be disposed of which is why the sprayfields were running; (Lippman: the sprayfields are being used first in order to stay away from using the 005 discharge right now) (Pedersen: we are still at that time of year of the creek avoidance period until November 15th; now that the weather is starting to get overcast and cooler temperatures, we are starting to have more recycled water than we have demand for) How much water is being put into the creek for the fish? (Dingman: the flow in the creek is about 1.29 cfs; we're about half of that flow) When we have excess water that we have right now, can we go to the premium users like the golf courses and meter the water at a discount? (Pedersen: we could try that but there are some challenges as there are certain requirements imposed by Water Recycling Requirements (WRR) issued by the Regional Board stating any recycled water user can use recycled water to meet the needs of their grounds; so if it's turf grass, you can't just apply endless amounts of recycled water; you can only apply what the field needs; also with golf courses, you don't want to over saturate fairways; it's a bit of a challege because generally we don't have advance notice; that's where the value of the sprayfields comes in because they can be turned on in a moments notice) What is the amount we are losing if we could sell that water at full price? How much are we discharging to the sprayfields? (Lippman: it's hard to say because the usage is up and down depending on the needs; it depends on the time and the length of the shutdown) JPA comment: Just trying to think of a way to get additional revenue; it's understood that we don't want to over-water the golf courses, but some of them are trying so hard to water very little. JPA question: On the Capital Improvement Projects Status (page 19), there is a line item for Project 10457 - Tapia Alternative Disinfection Study; why is it showing a budget of $8,207 but the current year expenditures is $239,188? (Pedersen: the $8,000 is under the prior year and carried to the current fiscal year; when preparing the budget, it does not include soft costs or internal costs; the soft costs are accounted for when employees charge to this project) Why would it be a negative number? (Pedersen: it's showing the budget balance is $230,980 over budget and the TSD balance is reflecting $67,908 over budget; when doing appropriations for projects, we should probably reflect internal and external costs of the projects, currently the budgets only reflect external costs) It would be easier to see the quarterly differences if the adjustment were made once per year for the soft costs that are going towards capital projects. (Pedersen: these amounts have accumulated over the life of the project) Are these numbers just for this quarter? (Pedersen: the projects showing are an accumulation over the duration of the projects) What is the time frame for the Tapia Alternative Disinfection Study? (Pedersen: it's a construction project that started around July 2012) Is this the first entry of this showing? (Pedersen: it shows up at the end of the project; the outside cost of the contractor had not

been expended yet) Is it possible to display the expenditures and balance in the budget in separate columns? Do the accountants have any suggestions? (Joe Lillio: it really only affects projects where we have internal staff putting a lot of their time into the projects; in the City of of Santa Clarita, the City Manager would do a budget transfer from Operations to the project; it has already been adopted by the board, its just where accounting is actually billing it to) (Pedersen: we will talk about this and see what we think is the best solution and come back to the board with it a suggestion)

On a motion by Director Lee Renger, seconded by Director Charles Caspary, the Board of Directors voted 10-0 to Approve the recommendation as presented.
AYES: Director(s) Caspary , Iceland , McReynolds , Orkney , Paule , Peterson , Polan , Renger , Steinhardt , Wall

6. BOARD COMMENTS

Director Iceland: Was the amendment switched from Agromin to B&B Pallet Pallet yet? (Pedersen: Agromin got the notice of termination and agreed to waive the 60-day termination period, so we have started using B&B Pallet) (Dingman: we've reduced our amendment consumption by over half)

Director Steinhardt: Reminder that tomorrow, 9:30 am. at Las Virgenes District Headquarters, ACWA will be be presenting on the Statewide Water Action Plan (SWAP); it will run from 9:30 am - 11:30 am.

Director McReynolds: Attended the Solar Event and it was very well done. There was support from public officials.

7. ADMINISTERING AGENT/GENERAL MANAGER REPORT

The Administering Agent/General Manager reported that the Solar Facility Dedication event went really well. About 40 people attended along with media coverage, Senator Fran Pavley, Supervisor Linda Parks, Assembly Member Richard Bloom, Solar City and ACWA.

Sandra Hicks has formally retired as Director of Finance and Administration. Recruitment is open for internal and external candidates. Joe Lillio is the interim Director for Finance and Administration.

Follow Up Items:
Discussions continue with TSD staff on how to apply the solar savings expected for the FY 2014-15.

A contingency plan is being developed to complete cathodic protection system replacement and upgrade for centrate tanks.

An update was given on the master plan.

A report was given on the Development of Recycled Water Transmission and Distribution; revised copies were handed out; JPA question: Why is this not an item on the agenda for transparency reasons? (Pedersen: as an Action Item?) Just for transparency reasons. (Pedersen: we could bring it back as an information item) Are there any significant changes from the draft? (Pedersen: there are no major changes from the draft; staff took notes during the previous meeting and clarified a number of different items like Oak Park Water Service versus using Triunfo; staff clarified some of the lengths of pipeline; nothing that I can recall was major) It would be much nicer to have the changes highlighted. (Pedersen: we can track the changes on the document or have it redlined) The agenda is posted online;

but the attachments and reports, are those also posted online? (Bodenhamer: yes, the full agenda packet is posted) What about the hand-outs at the meetings? (Bodenhamer: those are not posted) It would be nice to have those posted electronically as well. Director Paule requested for future hand-outs to be available electronically as well.

It was reported that we have discontinued working with Agromin and are now using B&B Pallet.

Staff will be following up with Marc Franklin, the videographer who proposed a media segment covering the EPA TMDL for Malibu Creek; there was concern that the story could be spun, but what he proposed was a well balanced story; Mr. Franklin agreed to provide an interview with questions being given ahead of time; he came into the office and was given the same presentation as the Watershed Tour; he was shown the mud snails; JPA comments and questions included: JPA member did not like the idea of the video as Marc Franklin had the Confederate Flag portrayed on his Youtube site; Can the video be reviewed before it goes public? Will Heal the Bay and JPA participate? (Pedersen: it is not definite that the story will even run; it all depends on if there is enough interest in the story; if there isn't enough interest, then he will not proceed with it)

Demand for recycled water use at the new park in Westlake Village is 66 acre feet per year; the build out demand is 175 acre feet per year; JPA question: Why is the purple pipe being replaced by white pipe? (Pedersen: we will have to look into that)

What is the status of the shade balls? (Pedersen: that issue will addressed in the RFP for the project)

There was a discussion of the report on follow-up items and the merits of sending the report out in advance to allow board members to review it. The rationale would be to enable board members to request that an item from the report be added to the upcoming agenda, if necessary. Following the discussion, it was agreed that the report on follow-up items would continue to be provided at the board meetings and that any items on the report could be brought up for future action by the board, if necessary, under "Future Agenda Items". The report would indicate which items had requested to be brought back as a future agenda item as opposed to an oral report. JPA question: Since Sandra Hicks is retired, will the audit committee meeting still be taking place at 3:30 pm? (Conklin: yes)

8. FUTURE AGENDA ITEMS

Director Orkney requested to have the Master Plan Updates listed as an agenda item on a future agenda.

9. INFORMATION ITEMS

A Renewal of Polymer Contract

Director McReynolds asked if there were any questions on the Renewal of Polymer Contract; there were none.

B State Water Resources Control Board Draft Toxicity Policy Update

Brett Dingman, Water Reclamation Manager reported on the State Water Resources Control Board Draft Toxicity Policy; the draft was released in June of 2012; he noted that we are in the comment period right now; he gave a background of what Tapia is currently doing for toxicity; the policy is consistent with the monitoring and reporting required in the NPDES permit; each RWQCB implements toxicity; there are two types of toxicity tests: Tapia does effluent chronic toxicity monitoring monthly and acute is tested quarterly; there were 3 chronic hits in

the last 10 years and 15 hits since 2006; JPA questions: The creek water had toxicity on 15 different occasions? (Dingman: yes, now we have to prove we are not toxic with set statistical analyses) So if you have 100 fish and 80 live, then you pass? Is this policy? (Dingman: no, numeric limits is a concern as there are false positives under tests of toxicity; instead of trying to find the source of toxicity, they are just saying you're toxic) When you are given maximum daily effluent limitations, does that mean they are limiting the amount of water you can discharge? (Dingman: no, they are saying you are limited to 1, but you don't know how you failed) Dingman added that other concerns are costs for compliance and monitoring; instream water concentration; regulatory backlog; the economics analysis was not completed; we hope to have a revised policy by early 2014; our compliance is excellent; JPA question: Is it an opinion or fact that compliance is excellent? (Pedersen: toxicity has always been an investigative tool; it has never been treated as a regulatory standard; it's a non-specific test and doesn't tell you what's wrong with the water; it triggers additional monitoring; our track record is amazing; most agencies have a handful of these issues each year; there are thousands of different things that can cause toxicity)

10. PUBLIC COMMENTS

Members of the public may now address the Board of Directors **ON MATTERS NOT APPEARING ON THE AGENDA**, but within the jurisdiction of the Board. No action shall be taken on any matter not appearing on the agenda unless authorized by Subdivision (b) of Government Code Section 54954.2

No speaker cards were received from the public.

The meeting convened to break at 6:24 pm and Closed session started at 6:47 pm.

11. CLOSED SESSION

A Conference with District Counsel – Existing Litigation (Government Code Section 54956.9(a)):

1. Las Virgenes Municipal Water District vs. Onsite Power Systems, Inc.
2. Las Virgenes - Triunfo Joint Powers Authority v. United States Environmental Protection Agency
3. Heal the Bay, Inc. v. Lisa P. Jackson

12. ADJOURNMENT

No reportable actions were taken during Closed Session.

Chain McReynolds declared the meeting adjourned at 6:47 pm.

Michael McReynolds, Chair

ATTEST:

Charles Caspary, Vice Chair

LAS VIRGENES - TRIUNFO
JOINT POWERS AUTHORITY
MINUTES

5:00 PM December 2, 2013

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the Flag was led by Legal Counsel Lemieux.

1. CALL TO ORDER AND ROLL CALL

A Call to order and roll call:

The meeting was called to order at 5:00 p.m. by Director McReynolds in the Las Virgenes Municipal Water District office and the Clerk of the Board Bodenhamer called the roll. Those answering present were Directors Caspary, Iceland, McReynolds, Orkney, Paule, Polan, Renger, Steinhardt and Wall. Absent: Director Peterson

2. APPROVAL OF AGENDA

A Approval of agenda

On a motion by Director Steven Iceland, seconded by Director Michael Paule, the Board of Directors voted 9-0 -1 to Approve the JPA Regular Board Meeting agenda of December 2, 2013 as presented.
AYES: Director(s) Caspary , Iceland , McReynolds , Orkney , Paule , Polan , Renger , Steinhardt , Wall
ABSENT: Director(s) Peterson

3. PUBLIC COMMENTS

Members of the public may now address the Board of Directors **ON MATTERS NOT APPEARING ON THE AGENDA**, but within the jurisdiction of the Board. No action shall be taken on any matter not appearing on the agenda unless authorized by Subdivision (b) of Government Code Section 54954.2

No speaker cards were received from the public.

4. ACTION ITEMS

A Joint Powers Authority Financial Statements and Independent Auditors' Report for Fiscal Year 2012-13

Approve the Joint Powers Authority financial statements and audit for Fiscal Year 2012-13.

Administering Agent/General Manager Pedersen reported that the Annual Financial Statements are complete; Auditor Nitin Patel had a meeting in the afternoon of December 2nd to review the audit with Directors Polan, Caspary, Iceland and Paule; Auditor Patel gave an overview of the report and answered any questions.

Auditor Patel gave an overview of the auditor's responsibilities which included: resonable assurance that financial statements are free of material misstatement; examining evidence supporting amounts and disclosures; assessing accounting principles used, estimates made and to evaluate the overall financial statement presentation; reviewing the internal control policies and procedures; expressing an opinion on the basic financial statements; he explained the work performed on basic financial statements and reviewing LVMWD's Internal Control Policies and Procedures in connection with the JPA's financial statements; he reviewed the basic financial statements of Net Position, Revenues, Expenses and Changes in Net Position, Statements of Cash Flows and Notes/Disclosures; Auditor Patel reported the primary result of depreciation of 6.4 million which was higher this year; JPA questions: The disposition of fixed assets on Table 2 (page 12 of the agenda) category for non-operational expenses. Where did the amount of $315,000 come from? (Patel: those amounts came from Tapia capital assets that were retired and not fully depreciated) On page 15 of the Financial Statements, the sewer increase was 100% more in 2012-2013. What caused that increase? (Lippman: large maintenance projects such as repainting sewer crossings) (Pedersen: there are 3 areas that caused a cost increase; they were higher than expected; building maintenance and fees also went up) On page 24 of the CAFR: Risk Management, is TSD covered under LVMWD's insurance policy? (Lemieux: I don't think they should be; they are two different entities; errors and emissions insurance can be purchased at a low cost) (Steinhardt: we are covered through a group policy through our agency) Why did the overall expenses increase 6% this year? (Pedersen: The total operating expenses were close to budget, about .4% difference; variance with composting and sewer was higher) Looking at the economic factors in the next year's budget, have the solar savings been finalized? (Pedersen: a recommendation will be made in January)

On a motion by Director Charles Caspary, seconded by Director Leonard Polan, the Board of Directors voted 9-0 -1 to Approve the Financial Statements as presented.
AYES: Director(s) Caspary , Iceland , McReynolds , Orkney , Paule , Polan , Renger , Steinhardt , Wall
ABSENT: Director(s) Peterson

B Construction of Impressed Current Cathodic Protections System for Centrate Treatment and Storage Tanks: Call for Bids

Authorize a Call for Bids in accordance with the project specifications and proposed bid schedule for the Construction of Impressed Current Cathodic Protection System for Centrate Treatment and Storage Tanks Project.

Administering Agent/General Manager Pedersen gave an overview of the Construction of Impressed Current Cathodic Protections System for Centrate Treatment and Storage Tanks Project; the work consists of replacing the cathodic protection system as it is no longer providing protection; staff is not comfortable taking the Centrate tanks offline as there is a chance it could cause a violation; if a call for bids is done now, then it would allow enough time to award the project in February; documents provide provision to allow the construction work to be postponed by 12 months if necessary due to the need for fish flows; HDR said if the project is postponed it would not be detrimental; JPA questions: Is the project cost expected to be the same as last year? (Pedersen: it was a competitive bidding environment; we got a bid for $96,385.00) Can we go back and accept that bid? (Pedersen: we rejected all bids that were received; American Construction and Supply was the lowest) As of November 15th, are we putting more water in the creek in terms of volume? (Dingman: it could be up to 8 MGD but the demand is low so we are putting about 6 MGD in the creek right now) How long is construction? (Lippman: about 60 days)

On a motion by Director Janna Orkney, seconded by Director Steven Iceland, the Board

of Directors voted 9-0 -1 to the recommendation as presented.
AYES: Director(s) Caspary , Iceland , McReynolds , Orkney , Paule , Polan , Renger , Steinhardt , Wall
ABSENT: Director(s) Peterson

C Future Joint Powers Authority Regular Meeting Date

Confirm a quorum of the Governing Board of the Las Virgenes - Triunfo Joint Powers Authority for its Regular Board Meeting of Monday, January 6, 2014, at the Oak Park Library; or direct the Administering Agent/General Manager to cancel said meeting, or schedule a special meeting to be held on an alternate date.

General Manager Pedersen stated the 1st meeting for 2014 is scheduled for January 6th and wanted to know if that date was suitable for all board members and if there would be a quorum. The date was discussed and all members stated they would be available. (Chair McReynolds: Notified the JPA Board Members that January 6th will be the first scheduled JPA meeting for 2014)

No further actions were taken on this item.

D Overview of the Management of Treated Efflent from the Tapia Water Reclamation Facility: JPA Report No. 2540

Receive and file JPA Report No. 2540.

Administering Agent/General Manager Pedersen advised that this item was brought back on the agenda in order to receive and file; the changes are shown in italics; JPA questions: Is this available online with the changes? (Pedersen: it is not currently, but we can make it available online) The wording sounds incorrect "using recycled by TCSD". (Pedersen: it looks like it should say "using recycled water"; we will have the wording corrected) I thought we weren't putting recycled water into Lake Sherwood? (Pedersen: recycled water is supplied to the golf course; it is not actually placed in Lake Sherwood)

On a motion by Director Michael Paule, seconded by Director Charles Caspary, the Board of Directors voted 9-0 -1 to Approve the recommendation as presented.
AYES: Director(s) Caspary , Iceland , McReynolds , Orkney , Paule , Polan , Renger , Steinhardt , Wall
ABSENT: Director(s) Peterson

E Rancho Las Virgenes Composting Facility Amendment Purchase and Excess Compost Sale: Updated Pricing

Authorize the Administering Agent/General Manager to execute a new one-year contract with two one-year renewal options using the updated pricing from B&B Pallet.

Administering Agent/General Manager Pedersen reported that at the October JPA meeting it was suggested that we terminate the agreement with Agromin and start using B&B Pallet; there is an increase in the cost for the transport and delivery hauler; the increase would be $0.39 per cubic yard; their amendment quality is better than Agromin; the recommendation is to execute a 1-year contract of $11.60 per cubic yard for amendment; JPA question: Are the options for us or B&B Pallet to exercise, or both? (Pedersen: there are options for both)

On a motion by Director Charles Caspary, seconded by Director Lee Renger, the Board of Directors voted 9-0 -1 to the recommendation as presented.
AYES: Director(s) Caspary , Iceland , McReynolds , Orkney , Paule , Polan , Renger , Steinhardt , Wall
ABSENT: Director(s) Peterson

F Rancho Las Virgenes Composting Facility: Odor Control Biofilter Maintenance

Authorize the General Manager/Administering Agent to approve a purchase order to Viramontes Express in the amount of $42,792.50 to supply new biofilter media and to remove and dispose of the old media.

Administering Agent/General Manager Pedersen asked for approval to authorize a purchase order to Viramontes Express in the amount of $42,792.50; the biofilters scrub odor from the composting building reactor; the media in zones 5 and 6 was already replaced; the media in zones 1-4 needs replacement; staff will rent equipment; JPA questions: Most filter media is charcoal; why are are we using woodchips? (Pedersen: it's a different type of scrubbing) (Dingman: it's more economical) (Reyes: ammonia is being removed; wood chips are the most effective as opposed to inorganic media) Is the price comparable? (Pedersen: it is a little bit higher, but zone 5/6 were smaller) Are we required to go out to bid? (Pedersen: they have worked with us before)

On a motion by Director Charles Caspary, seconded by Director Steven Iceland, the Board of Directors voted 9-0 -1 to Approve the recommendation as presented.
AYES: Director(s) Caspary , Iceland , McReynolds , Orkney , Paule , Polan , Renger , Steinhardt , Wall
ABSENT: Director(s) Peterson

G Tapia Headworks Grit Conveyor – Consent to Contract Assignment

Consent to assignment of equipment installation services for the Tapia Headworks Grit Conveyor Project from PACE Advanced Water Engineering to Pacific Aquascape International, Inc.

Administering Agent/General Manager Pedersen reported that grit conveyor units need to be installed at Tapia to transfer the grit to a dumpster; it's a two part contract for purchase of equipment and installation work, which is typical of a construction contract; his recommendation is to consent to assignment; JPA comments: Is there any change in the cost? (Pedersen: no) Is the payment made to Pace? (Pedersen: yes, it is made to Pace) Is there any background on the company and are they reputable? (Pedersen: yes).

On a motion by Director Michael Paule, seconded by Director Janna Orkney, the Board of Directors voted 9-0 -1 to Approve the recommendation as presented.
AYES: Director(s) Caspary , Iceland , McReynolds , Orkney , Paule , Polan , Renger , Steinhardt , Wall
ABSENT: Director(s) Peterson

5. BOARD COMMENTS

Director Renger: Asked how we are doing on the solar generation project? (Pedersen: It's going well; during directional drilling for the conductor cables, the borehole was overpressurized and caused cracking of the walls and slab of the fleet maintenance garage; Solar City is addressing the issues and will repair the damages)

Director Orkney: Commended Las Virgenes in regards to the Regional Bay Delta Breifing and wanted to say thank you for inviting TSD to the ACWA Region 8 event; both events were outstanding.

6. ADMINISTERING AGENT/GENERAL MANAGER REPORT

Adminsitering Agent/General Manager Pedersen had no items to report on and explained that the Board follow-up items were included.

Legal Counsel Lemieux reported there will be no closed session following the meeting.

7. FUTURE AGENDA ITEMS

No future agenda items were reported.

8. INFORMATION ITEMS

A. **Rancho Las Virgenes Third Digester Construction: Approval of Change Order No.3**

B. **Renewal of Ferric Chloride Contract**

C. **Notice of Alleged Violations of Effluent Limitations from Los Angeles Regional Water Quality Control Board**

JPA question: What was the reason for the violations? (Lippman: we got a notice of violation because of exceedances due to rain events that occurred March of 2011; RWQCB staff disagreed and insist that we have to have more than one violation; since the 2011 letter, RWQCB added other violations; the rain events prompted the Governor to declare that the drought was over; 3 violations were below the interim limit; we requested the penalties to be reduced; we received confirmation that they received our letter) (Pedersen: turbidity is reported a different way; there are 9 total penalties; we should have a fair chance at getting them reduced)

D. **Flow Augmentation to Malibu Creek: Cost and Economic Impact**

E. **Tapia Water Reclamation Facility Alternative Disinfection Project: Final Acceptance of Project**

9. PUBLIC COMMENTS

Members of the public may now address the Board of Directors **ON MATTERS NOT APPEARING ON THE AGENDA**, but within the jurisdiction of the Board. No action shall be taken on any matter not appearing on the agenda unless authorized by Subdivision (b) of Government Code Section 54954.2

No speaker cards were received from the public.

10. CLOSED SESSION

A Conference with District Counsel – Existing Litigation (Government Code Section 54956.9(a)):

1. Las Virgenes Municipal Water District vs. Onsite Power Systems, Inc.
2. Las Virgenes - Triunfo Joint Powers Authority v. United States Environmental Protection Agency
3. Heal the Bay, Inc. v. Lisa P. Jackson

11. ADJOURNMENT

The meeting was adjourned at 6:07 pm.

Michael McReynolds, Chair

ATTEST:

Charles Caspary, Vice Chair

January 6, 2014 JPA Board Meeting

TO: JPA Board of Directors

FROM: Facilities & Operations

Subject: Tapia WRF Channel Mixing Improvements: Accept Proposal

SUMMARY:

On September 3, 2013, the JPA Board authorized a request for proposals (RFP) for the design of the Tapia WRF Channel Mixing Improvements Project. The purpose of the project is to replace the existing channel air mixing system, which has reached the end of its useful life. The work consists of replacing the air piping, droplegs and diffusers in five channels. The channel air mixing system is necessary to keep solids in suspension as the liquid flows from one process to another. If there is inadequate mixing, solids will settle, reducing the useful volume of the channel and forming solids blankets that can cause severe odor problems.

Proposals were solicited from seven consultants: HDR, Carollo, CivilTech, MNS, PACE, Kennedy/Jenks, and AECOM). One proposal was received from MNS Engineers, Inc. Some of the non-responsive consultants stated that they did not submit a proposal because they did not have staff available for such a small project. Staff had a few questions related to the proposal submitted by MNS, but the items were clarified by MNS through an addendum to its proposal. As a result, staff recommends the selection MNS Engineers, Inc. to provide design and construction services for the Tapia WRF Mixing Channel Improvements Project. The proposed fee for the services is $48,205, with completion of design in mid-April.

RECOMMENDATION(S):

Accept the proposal from MNS Engineers, Inc. to provide design and construction services for the Tapia WRF Mixing Channel Improvements Project in the amount of $48,205 and authorize the Administering Agent/General Manager to execute a professional services agreement with MNS Engineers, Inc. to perform the work.

FINANCIAL IMPACT:

The adopted JPA Fiscal Year 2013-14 Budget provides funding in the amount of $454,000 for this project under CIP No. 10538, Tapia Channel Mixing Improvements. The JPA partners are allocated with a cost splits of 70.6% for LVMWD and 29.4% for Triunfo Sanitation District.

Prepared By: Brett Dingman, Water Reclamaton Mananger

ATTACHMENTS:

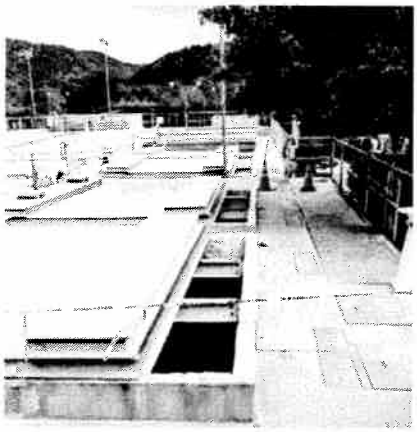
MNS Proposal

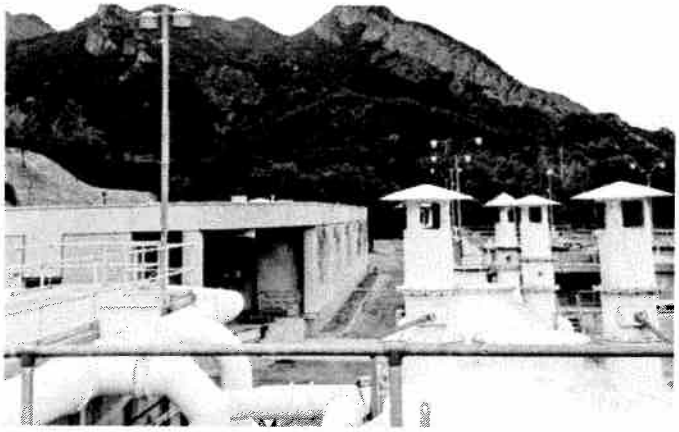
MNS Addendum

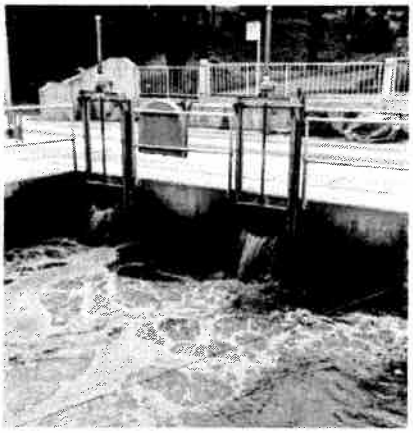
MNS ENGINEERS INC

November 6, 2013

LAS VIRGENES MUNICIPAL WATER DISTRICT







IN CONJUNCTION WITH:

MKN
MICHAEL K. NUNLEY & ASSOCIATES

PROPOSAL FOR
Tapia Water Reclamation Facility: Channel Mixing Improvements

MNS ENGINEERS, INC.
4590 E. Thousand Oaks Blvd. Suite 101
Westlake Village, CA 91362
805.449.4949 Office
www.mnsengineers.com

LVMWD 143019

ITEM 5A

MNS ENGINEERS INC

WESTLAKE VILLAGE
4580 E. Thousand Oaks Blvd.
Suite 101
Westlake Village, CA 91362
805.648.4840 Phone

November 6, 2013

Las Virgenes Municipal Water District
Attn: Brett Dingman, Water Reclamation Manager
4232 Las Virgenes Road
Calabasas, CA 91302

Subject: Proposal for the Tapia Water Reclamation Facility—Channel Mixing Improvements

Dear Mr. Dingman,

MNS Engineers, Inc. (MNS) is pleased to submit this proposal for consulting services for the Tapia Water Reclamation Facility Channel Mixing Improvements project. Our team offers the following advantages:

- Our team has a depth of experience evaluating systems for wastewater facilities in Santa Barbara, East Bay Municipal Utility District, Orange County Sanitation District, San Jose, and City/County of Honolulu.
- MNS and Michael K. Nunley & Associates (MKN) are currently working together for Las Virgenes Municipal Water District, the County of Santa Barbara, and the City of Buellton.
- Our design engineer, Michael Nunley, PE, has designed conventional spiral-roll aeration mixing systems for channels at the City of Atascadero Water Reclamation Facility and Town of Abingdon, VA, Wastewater Treatment Facility.
- As shown by our project experience in Section 2, our team has a proven history of completing projects on schedule and within budget.
- By developing schematic drawings using plant record drawings, the MNS team will save the District time and money while focusing effort on material selection and other critical design issues.
- MNS has the ability to quickly respond to project needs during design and construction phases. If an unforeseen issue arises during construction, MNS can send qualified engineering and construction management staff to the Tapia Water Reclamation Facility from our Westlake Village within minutes of notification.

We hope this proposal meets your expectations. We are willing to work with you to modify our scope, budget, and schedule to meet your goals. Thank you for the opportunity to submit this proposal for the Tapia Water Reclamation Facility Channel Mixing Improvements project. We are excited about this opportunity and look forward to working with the Las Virgenes Municipal Water District. Please feel to contact me with any questions regarding this proposal at 805.692.6921 or mrincon@mnsengineers.com.

Sincerely,

Mark Rincón, PE
Principal-in-Charge

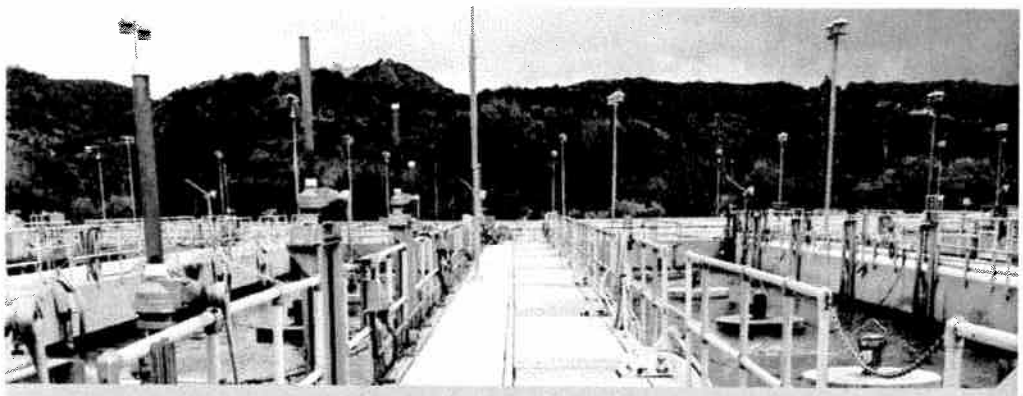
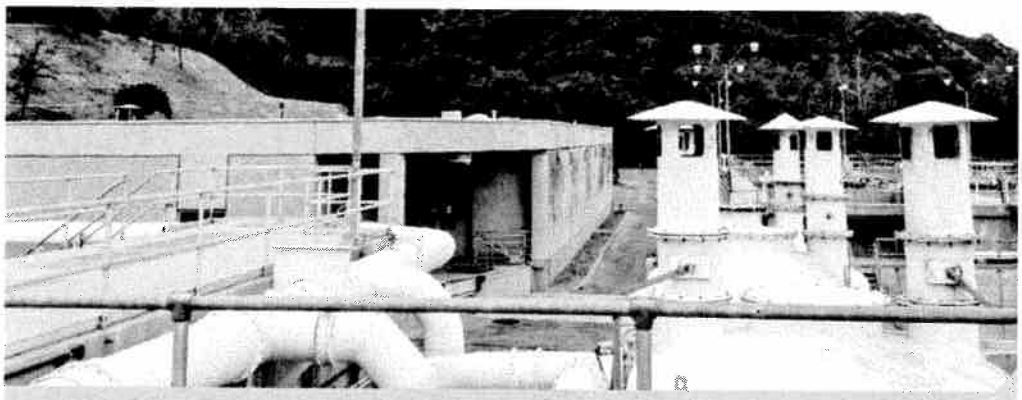


Table of Contents

MNS ENGINEERS INC

1



Firm and Team Qualifications

MNS Details

Legal Name:
MNS Engineers, Inc.

Corporate Office:
201 N. Calle Cesar Chavez,
Suite 300
Santa Barbara, CA 93103

805.692.6921 Phone
805.692.6931 Fax
info@mnsengineers.com

Principal:
Mark Rincón, PE

805.692.6921 Phone
mrincon@mnsengineers.com

Firm Qualifications

MNS Engineers, Inc. (MNS) provides quality infrastructure consulting services to the water resources, transportation, federal, and government service markets throughout California. **Specializing in the core services of planning, civil engineering, and construction management**, MNS makes a difference in people's lives by working behind the scenes to enhance our community's foundation for the future. At MNS, our reputation is built on strong client relationships, clear and direct communication, and providing top-notch and quality services that result in a solid presence as an industry leader for over 50 years. We understand the technical, environmental, and regulatory aspects that may be required for any project. Our professional and diversified team is the key to our success; we have a proven track record that dictates success. Headquartered in Santa Barbara, California, MNS has additional branch offices in Westlake Village, Buellton, and San Luis Obispo.

Subconsultant Qualifications

Michael K. Nunley & Associates, Inc. (MKN)

MKN is a California-certified Small Business (SB) offering planning, design, and construction administration services to municipalities and special districts. MKN was formed as a California Corporation in 2012 and is based in Arroyo Grande, CA. After over 18 years of serving as project engineer, project manager, and ultimately as a senior manager and Vice President for a Fortune 500 consulting engineering firm, Michael Nunley started this firm specializing in water, wastewater, and water reuse engineering for public agencies. The firm offers planning, design, permitting, and construction support services relying upon Mr. Nunley's professional experience and successful projects across the continental United States and Hawaii. MKN will provide design engineering services.

Key Staff

Our project team has been selected based on their expertise, experience, and level of familiarity with the District. Resumes are included in Appendix A.

Team Organization

Julia Aranda, PE
Project Manager

Mark Rincón, PE
Principal-in-Charge/ Quality Control

Design Engineer
Michael Nunley, PE

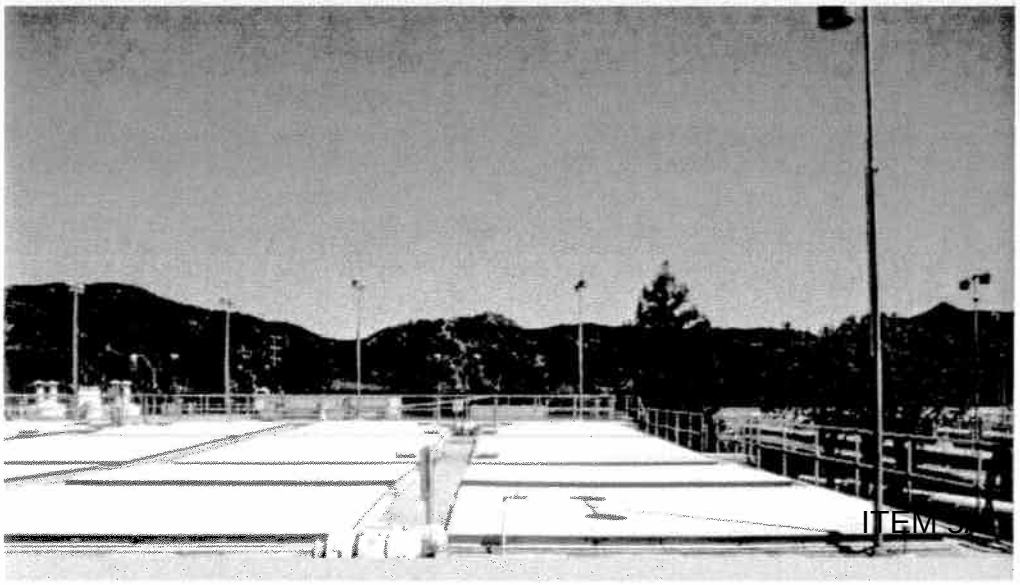
Mechanical Engineer
Jon Hanlon, PE

MKN

Associate Engineer
Shenna Tolentino-Uon, EIT

Strong Relationships Drive a Successful Team

MNS and MKN are currently working together for the Las Virgenes Water District, the County of Santa Barbara, and the City of Buellton.



MNS ENGINEERS INC

Staff Biographies

Mark Rincón, PE—Principal-in-Charge/Quality Control

Firm
MNS

Education
B.S. Civil Engineering,
UC Berkeley, Berkeley, CA

License
Professional Civil Engineer,
CA No. 41073

Mr. Rincón has over 30 years of experience in the water/wastewater infrastructure field specializing in management of total project delivery, including planning, design, construction, start up, and operations. Mark has extensive experience in infrastructure rehabilitation and capital improvement programs, including various construction delivery methods. As a Principal Engineer, Mark has been responsible for a range of projects in water, wastewater, stormwater, groundwater studies, designs, tender packages, and engineering support during construction. He ran design teams that were presented with challenging technical issues to deliver results within allocated time constraints, financial commitments and numerous construction issues. He has served markets including the South East Atlantic (US) region, California Central Coast, Southern California, San Francisco Bay Area, Latin America, and Australia.

Representative Project Experience:

- Tapia Water Reclamation Facility Primary Clarifier Rehabilitation Project, Las Virgenes Municipal Water District, Calabasas CA
- OCSD Wastewater Treatment Plant Improvements, Orange County, CA
- Wastewater Collection and Treatment System Master Plan, City of Atascadero, CA
- Punta Gorda Bridge Sewer Replacement, City of Santa Barbara, CA
- El Estero Wastewater Treatment Plant Tertiary Filtration Plant Replacement, City of Santa Barbara, CA
- Blacklake Sewer Master Plan, Nipomo Community Services District, Nipomo, CA
- Wastewater Treatment Plant, Headworks Improvement Design, City of Buellton, CA
- Operations and Maintenance Manual, City of Santa Maria, CA
- Sanitary Sewer Collection System Design, City of Sunset Beach, NC
- Sewer Master Plan, City of Arcadia, CA
- Wastewater Treatment Plant Improvements, East Bay Municipal Utility District, CA

Julia Aranda, PE—Project Manager

Firm
MNS

Education
B.S. Engineering, CSU, Northridge

License
Professional Civil Engineer,
CA No. 56412

Ms. Aranda has over 22 years of experience with water/wastewater infrastructure projects. Julia has served as project manager/engineer for a variety of potable water, recycled water, and wastewater projects, including new construction and rehabilitation projects. Specific project experience includes master plans, pipelines and pump stations, electrical system upgrades, and tank improvement projects. Julia has also provided program management and managed as-needed engineering support services for water and wastewater utilities, including West Basin Municipal Water District, City of Thousand Oaks, City of Simi Valley, Castaic Lake Water Agency, Calleguas Municipal Water District, and the City of Oxnard.

Representative Project Experience:

- Tapia WRF Headworks Rehabilitation, Las Virgenes Municipal Water District, Calabasas, CA
- Tank Rehabilitation, Las Virgenes Municipal Water District, Calabasas, CA
- Rehabilitation of Lift Stations No. 1 and No. 2, Las Virgenes Municipal Water District, Calabasas, CA
- Recycled Water Program Implementation Plan, City of Oxnard, CA
- PHWA BWRDF Discharge Station, Calleguas Municipal Water District, Thousand Oaks, CA

Firm
MKN

Education
M.S. Civil and Environmental Engineering, UC Berkeley, Berkeley, CA

B.S. Civil Engineering, Virgina Polytechnic Institute and State University, Blacksburg, VA

License
Professional Civil Engineer, CA No. 61801

Michael K. Nunley, PE—Design Engineer

Mr. Nunley has over 18 years of experience guiding rehabilitation and detailed design efforts for wastewater collection, treatment, and reuse systems, including systems ranging from 40,000 gallons per day to over 40 million gallons per day.

Michael, a former Regional Wastewater Practice Leader for a Fortune 500 consulting engineering firm, was responsible for developing and guiding wastewater planning, design, and construction projects in California, Hawaii, Oregon, Washington, and Nevada.

Representative Project Experience:

- Tapia Water Reclamation Facility Primary Clarifier Project, Las Virgenes Municipal Water District, Calabasas, CA
- Wastewater Treatment Plant Effluent Channel Aeration System, City of Atascadero, CA
- Wastewater Treatment Facility Effluent Channel Aeration System, Town of Abingdon, VA
- Treatment Basin Mixing System, Laetitia Winery, Arroyo Grande, CA
- Wastewater Treatment Facility Equipment and Process Optimization, City of Oxnard, CA

Michael Nunley successfully designed channel mixing systems for the City of Atascadero's WWTF Effluent Channel and City of Abingdon's WWTP Effluent Channel. Some of the challenges faced in those projects that were similar to this one included:

Minimizing or eliminating plant shutdowns when possible.

Providing bid items for repair of any cracks, penetrations, or coating failures in the channels while they are out of service. Bolt holes and other penetrations will remain when the existing air piping brackets are removed. These can be repaired and filled when the channels are out of service.

Providing a minimal number of brackets in the channel floor and placing union connections or other couplings to allow operators to easily remove diffuser manifolds for cleaning and maintenance.

Identifying air flow meters that are compatible with other plant systems, so operators are working with similar (or the same) equipment.

View of City of Atas P. site of a successful channel mixing project.

ITEM 5A

MNS ENGINEERS INC

Jon Hanlon, PE—Mechanical Engineer

Firm
MKN

Education
BS Mechanical Engineering, California Polytechnic State University, San Luis Obispo, 1991

License
Professional Mechanical Engineer, CA No. M33232

Mr. Hanlon has over 17 years of experience in design, analysis, and management of municipal projects. His experience includes wastewater treatment facilities, hydraulic analysis, water treatment plants, pump stations, production wells, piping and valves, hydraulic analysis, master planning, and environmental permitting.

Representative Project Experience:

- New Water Reclamation Facility Project Planning Services, City of Morro Bay, CA
- WWTP Major Maintenance and Repair Program (MMRP), City of Morro Bay, CA
- Clarifier #1 Rehabilitation and Upgrade, City of Santa Maria, CA
- Wastewater Treatment Facility Equipment and Process Optimization, City of Oxnard, CA

Shenna Tolentino-Uon, EIT—Associate Engineer

Firm
MNS

Education
B.S. Civil & Environmental Engineering, University of California, Davis

License
Engineer In Training, No. 133249

Ms. Tolentino-Uon has over six years of experience as a design engineer for water and wastewater projects. Shenna's design experience includes water and wastewater hydraulic modeling and design for lift stations, force mains, gravity mains, and pipe layouts. She is also experienced with preparing hydraulic and hydrology studies, utility master plans, and complete SWPPP documentation. She is well-versed with the following software programs: AutoCAD, HydroCAD, WaterCAD, SewerCAD, HEC-RAS, GIS and Microsoft Office Suite. At MNS, Shenna is responsible for hydrology and hydraulic drainage studies, wastewater system designs and documentation, project specifications, and potable water system design.

Representative Project Experience:

- Tapia Water Reclamation Facility, Primary Clarifier Rehabilitation Project, Las Virgenes Municipal Water District, Calabasas, CA
- City of Atascadero Sewer System Master Plan, City of Atascadero, CA
- Punta Gorda Sewer Siphon Design, City of Santa Barbara, CA

MNS ENGINEERS INC

2

Project Experience

Water Resources Expertise

Since 1962, MNS has provided top quality solutions to the water resources market, serving a wide variety of public and private clients. We specialize in wastewater, water, drainage, and stormwater systems for public agencies, and our water resources professionals are committed to helping our clients keep their—and our—communities safe and well as they establish, grow, or revitalize their water infrastructure.

From simple waterline repair to full and complex water infrastructure systems, MNS is fully equipped to handle the needs of both large and small communities. As our towns and cities grow, water resources requirements naturally become more complex; our experts are on the leading edge of their fields, bringing total water solutions to municipalities while keeping costs low and system value and sustainability high. We specialize in the following areas of water and wastewater systems:

- Water resource planning
- Water distribution and storage systems
- Wastewater Collection Systems
- Water and Wastewater Treatment
- Urban Water Management Plans and updates
- Hydraulic modeling

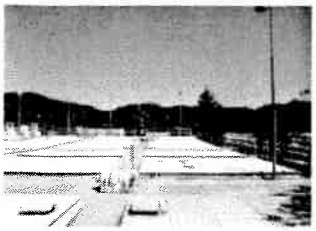
MNS and MKN Project Abstracts

The relevant project abstracts for our team are shown in this section. Many of our team members have worked together on prior similar projects. References are provided at the end of this section.

A Successful Project History

The completed projects shown in this section, performed by members of our team, were on schedule and within budget. As shown by our project experience, our team has worked together before on similar projects — we have a proven history of completing projects on schedule and within budget.

Primary Clarifier Rehabilitation



SERVICES PROVIDED

- Civil Engineering

PROJECT STATISTICS

Owner
Las Virgenes Municipal Water District

Completion Date
Ongoing

TEAM MEMBERS

Mark Rincón, PE,
Michael Nunley, PE,
Shenna Tolentino-Uon, EIT

Project Elements

- Evaluation of structural and mechanical systems
- Cost Opinion
- Standard Construction Documents
- Primary Clarifier Rehabilitation

Project Overview

The Tapia Water Reclamation Facility is owned and operated by joint venture partners Las Virgenes Municipal Water District (LVMWD) and Triunfo Sanitation District. The plant has undergone several expansions since construction in 1965 and produces tertiary effluent from a variety of municipal, commercial, and industrial customers.

The objectives for the project are as follows:

- Perform a comprehensive evaluation of structural and mechanical systems within Primary Clarifier #1.
- Develop a cost opinion and standard construction documents for rehabilitating and extending the design life of Primary Clarifier #1, which was originally constructed in 1965.
- Expedite and improve construction improvements to the subsequent clarifiers by applying "lessons learned" from the Primary Clarifier #1 improvements.

Atascadero Wastewater Treatment Facility Effluent Channel Mixing System

SERVICES PROVIDED

- Civil Engineering

PROJECT STATISTICS

Owner
City of Atascadero

Completion Date
2011

TEAM MEMBERS

Michael Nunley, PE
(with a previous firm)

Project Elements

- Performed design of conventional spiral-roll channel mixing system
- Developed a design that would allow operators to easily remove parts of diffuser manifolds for cleaning and maintenance without entering the channels or taking them out of service

Project Overview

As Design Engineer, Michael Nunley sized the mixing system and designed the pipe, valve, fittings, and diffuser assemblies to improve mixing and aeration in the plant's effluent channel.

MNS ENGINEERS INC

Honouliuli Wastewater Treatment Facility Evaluation

SERVICES PROVIDED

- Civil Engineering

PROJECT STATISTICS

Owner
City and County of Honolulu, HI

Completion Date
2010

TEAM MEMBERS

Michael Nunley, PE
(with a previous firm)

Project Elements

- Michael Nunley led the evaluation, including an assessment of all treatment plant systems for this primary clarification plant
- Performed comprehensive condition assessment and rehabilitation recommendations for all plant systems
- Required detailed work plan and close coordination with operations staff

Project Overview

Michael Nunley guided the evaluation of capacity and condition for the City and County of Honolulu's 24 MGD primary clarification plant. He also led the team to develop cost and approach for improvements to all structural, mechanical, and process systems.

Abingdon Wastewater Treatment Facility Effluent Channel Mixing System

SERVICES PROVIDED

- Civil Engineering

PROJECT STATISTICS

Owner
Town of Abingdon, VA

TEAM MEMBERS

Michael Nunley, PE
(with a previous firm)

Project Elements

- Performed design of conventional spiral-roll channel aeration system
- Developed a design that would allow operators to easily remove parts of diffuser manifolds for cleaning and maintenance without entering the channels or taking them out of services

Project Overview

As Design Engineer, Michael Nunley sized the mixing system and designed the pipe, valve, fittings, and diffuser assemblies to improve mixing and aeration in the plant's effluent channel.

El Estero Wastewater Treatment Plant Tertiary Treatment Filtration Facility

SERVICES PROVIDED

- Civil Engineering

PROJECT STATISTICS

Owner
City of Santa Barbara

Completion Date
2013

TEAM MEMBERS

Mark Rincón, PE,
Shenna Tolentino-Uon, EIT

Project Elements

- Performed assessment of wastewater treatment facility

Project Overview

MNS is working with CDM Smith in the assessment, preliminary design, final design, and construction management for El Estero Wastewater Treatment Plant Tertiary Treatment Filtration Facility Project. Specific tasks include study of existing and future recycled water demands, existing and future recycled water production capacities, existing and future water quality goals, and recycled water systems hydraulic alternative analysis. MNS is providing civil engineering design services, site survey, stormwater management design, and construction management.

Buellton Wastewater Treatment Plant Headworks Design

SERVICES PROVIDED

- Civil Engineering

PROJECT STATISTICS

Owner
City of Buellton

Completion Date
2012-Ongoing

TEAM MEMBERS

Mark Rincón, PE,
Michael Nunley, PE

Project Elements

- Performing assessment of existing headworks in order to retrofit new screening system
- Another successful collaboration between MNS and MKN

Project Overview

MNS has studied the operational capacity and efficiency of the current solids screening and grit removal. MNS is currently reviewing alternatives and will recommend a preferred solution to the City. As a follow up to the recommendation, MNS provided a performance specification to modify the headworks and install the preferred mechanical equipment. The end result is a system that enhances solids and grit removal at the headworks. MNS reviewed alternatives, recommended a preferred solution, and prepared construction documents.

MNS ENGINEERS INC

On-Call Engineering Services for Wastewater Collection and Treatment

SERVICES PROVIDED

- Civil Engineering

PROJECT STATISTICS

Owner
City of Santa Barbara

Completion Date
2012-Ongoing

TEAM MEMBERS

Mark Rincón, PE,
Julia Aranda, PE,
Michael Nunley, PE,
Shenna Tolentino-Uon, EIT

Project Elements

- Wastewater Improvement
- Sewer Siphon By-Pass
- Lift Station Rehabilitation
- Sewer Replacements
- Performed condition assessment and rehabilitation for mechanical systems and pipelines
- Another successful collaboration between MNS and MKN

Project Overview

MNS is providing on-call engineering services for wastewater improvement projects for a two-year period for the City of Santa Barbara.

Projects include:

- Punta Gorda Bridge Replacement, Sewer Siphon By-Pass
- Force Mains Rehabilitation and Redundancies
- Santa Barbara Sewer Manhole Locations
- El Camino de la Luz Sewer Replacement
- Conejo Road Sewer Main Extension
- Coastal Infiltration/Inflow Reduction Design

Tapia Water Reclamation Facility Headworks Rehabilitation

SERVICES PROVIDED

- Civil/Mechanical Engineering

PROJECT STATISTICS

Owner
Las Virgenes Municipal Water District

TEAM MEMBERS

Julia Aranda, PE
(with a previous employer)

Project Elements

- Replaced mechanical equipment including bar screens, air diffusers, pumps, piping, and associated electrical/ instrumentation.

Project Overview

As the Project Manager for the District, Julia worked in close coordination with the facility operators to minimize impact to ongoing treatment processes. The headworks rehabilitation was procured as a design-build project.

Collection System and Wastewater Treatment Plant Master Plan

SERVICES PROVIDED

- Civil Engineering

PROJECT STATISTICS

Owner
City of Atascadero

Completion Date
Ongoing

TEAM MEMBERS

Mark Rincón, PE,
Michael Nunley, PE,
Shenna Tolentino-Uon, EIT

Project Elements

- Performing comprehensive condition assessment and capacity study of existing wastewater treatment facility
- Another successful collaboration between MKN and MNS

Project Overview

MKN and MNS are presently working together as a team to prepare a Master Plan that delivers a comprehensive GIS update and model on an initial "fast track" phase of a Short-Term CIP Update for the FY 2013/2014 budget cycle. Our team is using the most cost-effective, thorough approach to fully develop a Master Plan that is a defensible first step in an overall rate study.

Blacklake Sewer Master Plan

SERVICES PROVIDED

- Civil Engineering

PROJECT STATISTICS

Owner
Nipomo Community Services District

Completion Date
Ongoing

TEAM MEMBERS

Mark Rincón, PE,
Michael Nunley, PE,
Shenna Tolentino-Uon, EIT

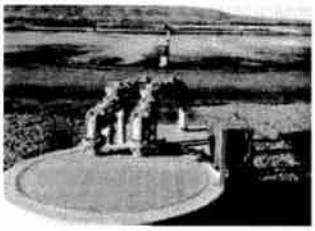
Project Elements

- Performing comprehensive condition assessment and capacity study of existing wastewater treatment facility
- Another successful collaboration between MKN and MNS

Project Overview

MKN and MNS are developing a comprehensive master plan for the Blacklake wastewater collection system. This project includes a comprehensive salt management strategy that evaluates source water control and treatment; reduction of self regeneration water softeners; coordination with the golf course to modify blending or delivery systems and reduce salt impact to groundwater; direct treatment of plant effluent using a variety of technologies; diversion of effluent to another recycling opportunity; and coordination with RWQCB. Recommendations are also being made for standardizing equipment in District lift stations and linking video inspection files to the wastewater GIS.

Operations and Maintenance Manual



SERVICES PROVIDED

- Civil Engineering

PROJECT STATISTICS

Owner
City of Santa Maria

Completion Date
Ongoing

TEAM MEMBERS

Michael Nunley, PE

Project Elements

- Coordinated closely with operations staff in monthly forums
- Developed detailed procedures for taking plant systems out of service and performing maintenance

Project Overview

MKN developed an Operation and Maintenance Manual for headworks, primary and secondary clarifiers, trickling filters, sludge thickening systems, anaerobic digesters, and ancillary systems.

Standard Operating Procedures

SERVICES PROVIDED

- Civil Engineering

PROJECT STATISTICS

Owner
City of Buellton

Completion Date
Ongoing

TEAM MEMBERS

Mark Rincón, PE,
Julia Aranda, PE,
Shenna Tolentino-Uon, EIT

Project Elements

- Reviewed and recorded field and office activities for water operations staff
- Developed standard operating procedures for each significant operational task
- Developed staff hours for tasks and a staffing plan

Project Overview

MNS is preparing a complete set of standard operating procedures for the water system for the City of Buellton. These procedures will guide the training of new staff in the operation of the system, document the City's current operating requirements, and update operation of the system to be in compliance with current regulations and industry operational standards. This project required MNS staff to work closely with City staff, as well as conduct independent research, and consult with industry experts in evaluating and documenting proper procedures. These procedures are the first step in a long term plan to update and modernize the City's aging water system.

References

MNS

Mr. John Zhao, PE — Las Virgenes Municipal Water District
Principal Engineer
4232 Las Virgenes Road; Calabasas, CA 91302
818.251.2100 | jzhao@lvmwd.com

Project:
- Tapia Water Reclamation Facility Primary Clarifier Rehabilitation

Ms. Rose Hess, PE — City of Buellton
Director of Public Works
107 W. Highway 246; Buellton, CA 93427
805.688.5177 | roseh@cityofbuellton.com

Project:
- Buellton Wastewater Treatment Plant Headworks Facilities Project

Mr. Christopher Toth — City of Santa Barbara
Wastewater System Manager
630 Garden Street; Santa Barbara, CA 93427
805.564.5377 | ctoth@santabarbara.gov

Project:
- On-Call Engineering Services for Wastewater Improvements Projects and Wastewater Treatment Plant Documentation

Mr. David Brummond — County of Santa Barbara
Environmental Health Supervisor
2125 S. Centerpointe Parkway, Suite 333
Santa Maria, CA 93455
805.346.8460

Project:
- Los Olivos Water Quality/ Wastewater Management and Preliminary Engineering Report

MKN

Mr. John Zhao, PE — Las Virgenes Municipal Water District
Principal Engineer
4232 Las Virgenes Road; Calabasas, CA 91302
818.251.2100 | jzhao@lvmwd.com

Project:
- Primary Clarifier Rehabilitation

Ms. Shannon Sweeney — City of Santa Maria
Water Resource Manager
2065 East Main Street; Santa Maria, CA 93458
805.925.0951 x7416 | ssweeney@ci.santa-maria.ca.us

Project:
- 2012 WWTP Operation & Maintenance Manual Update

Mr. Peter Sevcik — Nipomo CSD
District Engineer
148 S. Wilson Street; Nipomo, CA 93444
805.929.1133

Project:
- Blacklake Sewer Master Plan

Mr. Justin Black — City of Atascadero
Chief Plan Operator
8005 Gabarda Road; Atascadero, CA 93422
805.470.3132

Project:
- Collection System and Wastewater Treatment Plant Master Plan

ITEM 5A

MNS ENGINEERS INC

3

Project Approach and Scope of Work

Background

Las Virgenes Municipal Water District (LVMWD or District) has issued a Request for Proposal (RFP) for engineering design of improvements to the Tapia Water Reclamation Facility (WRF) channel mixing systems. These systems are located in the following channels:

- **Grit chamber effluent channel**
- **Primary clarifier feed channel**
- **Aeration basin feed channel**
- **Mixed liquor channel**
- **Return activated sludge (RAS) channel**

LVMWD recently performed an evaluation of process air usage. Technical Memorandum No.1— Minimizing Air Usage at the Tapia WRF (Carollo: December 6, 2011) concluded the following:

- Channel air flows are currently unmetered.
- Many broken and capped drop legs, plugged diffusers, and broken valves were observed.
- As a result of deficiencies, certain channel segments are over-aerated and some are not aerated at all.
- The existing channel aeration system uses approximately 2,100 SCFM of air.
- Existing channel aeration system has reached the end of its useful life.
- Options for replacing the aeration system include conventional spiral-roll diffuser, large-bubble, and pumped-mix channel mixing systems.
- Solids did not tend to settle within the RAS channel. This may be due to the nature of settled solids coming from the secondary clarifiers and/or turbulence caused by RAS spilling over the V-notch weirs into the RAS channel from the secondary clarifiers.
- A four- to six-inch layer of channel floor sediment was observed in the unaerated segments of the primary clarifier and aeration basin feed channels.

LVMWD has selected conventional spiral-roll diffuser systems to replace the existing systems. The scope of improvements includes cleaning the existing channels and the replacement of valves,

piping, and flow meters associated with the channel mixing systems. The new system would cost approximately $400,000 according to the preliminary cost opinion in the Memorandum. The Memorandum recommended stainless steel for the mains and drop legs with submerged PVC diffuser headers. Drop legs will be equipped with air flow adjustment valves at accessible locations. Self-purging, coarse bubble diffusers will also be installed.

Scope of Work

Based on our understanding of the project and our discussions with the District, MNS proposes to perform the following tasks:

Task Group 1

Project Initiation and Preliminary Engineering Memorandum

The MNS team will plan and attend a Kick-off Meeting and request plant data needed to begin our design. The District has previously provided record drawings for the initial facility construction and subsequent expansions.

The MNS team will prepare a draft preliminary engineering memorandum for review by District staff. The memorandum will include:

- Summary of materials and equipment to be installed.
- Identification of limits of piping to be replaced.
- Discussion of potential conflicts related to hatches and access for air piping installation.
- Narratives describing construction phasing and bypassing approach recommended for each channel.
- Draft Temporary Bypass specification requiring submittal of Temporary Bypass Plan to address short-term shutdown and bypassing of channels (as required) during installation of new mixing systems in channels.

We anticipate a conference call to review the draft memorandum with District staff. Upon receiving comments from District staff on the draft Memorandum, MNS will prepare a final memorandum, upon which the design will be based.

Task Group 2

Construction Documents

The MNS team will prepare Draft Final and Final Construction Documents consisting of Plans, Specifications, and Estimates for the proposed improvements. It is assumed the District's standard contract documents or front-end documents will be prepared by the District and MNS will prepare the technical specifications in CSI format. An anticipated sheet list is provided below:

- Cover Sheet.
- General Notes.
- Plan/ Index Sheet.
- Construction Detail Sheets (3) including schematics and installation details for each of the four (4) channel mixing systems. The MNS Project Team will use existing record drawings for our base mapping to **save time and cost for the District**.

An estimate of construction cost will be prepared and submitted with the Draft Final and Final Construction Documents. Draft Final Construction Documents will be provided electronically in Adobe Acrobat (pdf) format. Final Construction Documents will incorporate consolidated comments from District staff and be provided electronically, as well as five sets of hard copies. The Final Construction Documents will be stamped and signed by a Professional Engineer registered in the State of California. Final specifications will be in Microsoft Word format.

Task Group 3

Bid-Phase Services

The MNS team will attend the pre-bid meeting with District staff and prepare a bid analysis and recommendation for consideration by the District. We have assumed the District will advertise the project for bidding, reproduce bid documents, maintain the Planholders List, review bid documents and check references of the apparent low bidder. MNS will assist in the preparation of Addendum; for the purposes of budgeting, we have assumed one Addendum will be issued by the District.

Task Group 4

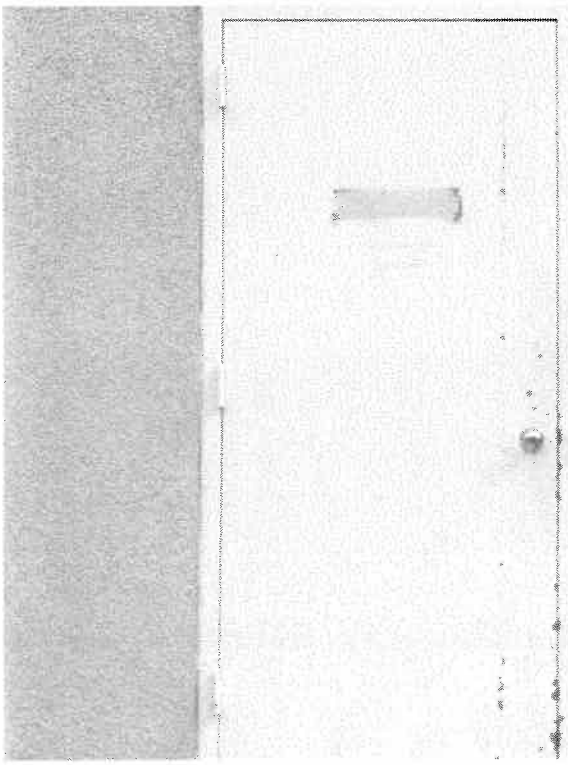
Construction Phase Services

It is our understanding the District will provide full-time construction observation and construction management. The MNS team proposes that our services during the construction phase be procured on a time and materials basis so the District has the flexibility to request support as needed. For example, the District may choose to review certain submittals and have MNS review others. Our team will be available during the construction phase for submittal review, site visits, responding to Request for Information, review of Change Order Requests, or other services as the District sees fit. For budgeting purposes, we have not included a fee at this time.

Task Group 5

Meetings and Reports

The MNS team anticipated planning and attending a total of three (3) meetings with District staff to review deliverables and discuss progress of the project during the preliminary engineering and design documents phases.



MNS ENGINEERS INC

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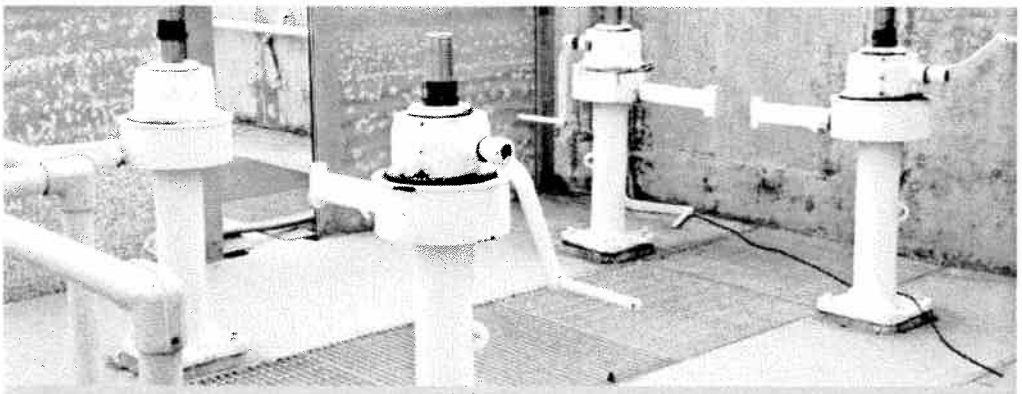


Project Schedule and Cost

Schedule

We have prepared the following preliminary schedule assuming a Notice to Proceed of December 3, 2013 and District review period of two weeks for each submittal.

Notice to Proceed	December 3, 2013
Kick-off Meeting	December 9, 2013
Draft Preliminary Engineering Memorandum	December 27, 2013
Final Preliminary Engineering Memorandum	January 15, 2014
Draft Final Construction Documents	February 14, 2014
Final Construction Documents	March 21, 2014
Pre-Bid Meeting	April 8, 2014
Bids Due	April 22, 2014
Award Construction Contract	May 8, 2014
Notice to Proceed	May 26, 2014
Construction Completion	October 31, 2014

Cost

MNS proposes to perform the scope of services described for a fee not to exceed **$38,930**, as shown in the following table.

Task	Fee
Task Group 1. Project Initiation and Preliminary Engineering Memorandum	$9,420
Task Group 2. Construction Documents	$22,736
Task Group 3. Bid-Phase Services	$2,895
Task Group 4. Construction Phase Services	$TBD
Task Group 5. Meetings	$3,880
Total	**$38,930**

Cost to Perform Services

	Task Number	Project Manager	MKN Design Engineer/ Mechanical Engineer	Associate Engineer	Administrative Assistant	Total Resource Hours	Total Resource Costs	Task Number	Total Team Resource & Reimbursable Expense Costs	Total Sub & Reimbursable Expense Costs	Markup on Sub Fees & Reimbursable Expenses	Grand Total
		$185	$175	$125	$70							
Task Group 1: Project Initiation and Preliminary Engineering Memorandum												
Project Kick-off Meeting	T1.1	4	4			8	$1,440	T1.1	$1,640	$200	$30	$1,870
Draft Preliminary Engineering Memorandum	T1.2	2	24		2	28	$4,710	T1.2	$4,710	$0	$0	$4,710
Draft Bypass Specification	T1.3	2	8			10	$1,770	T1.3	$1,770	$0	$0	$1,770
Final Preliminary Engineering Memorandum	T1.4	2	4			6	$1,070	T1.4	$1,070	$0	$0	$1,070
Task Group 2: Construction Documents												
Preliminary Design												
Draft Plans	T2.1	2	20	40		62	$8,870	T2.1	$9,070	$200	$30	$9,300
Draft Technical Specifications	T2.2	2	12	20		34	$4,970	T2.2	$5,020	$50	$8	$5,078
Final Design												
Plans	T2.3	2	2	4		8	$1,220	T2.3	$1,420	$200	$30	$1,650
Technical Specifications	T2.4	2	4	8	8	22	$2,630	T2.4	$2,680	$50	$8	$2,738
Estimates	T2.5	2	12	12		26	$3,970	T2.5	$3,970	$0	$0	$3,970
Task Group 3: Bid-Phase Services												
Pre-Bid Conference	T3.1	2	6			8	$1,420	T3.1	$1,620	$200	$30	$1,850
Bid Analysis	T3.2	2	1	4		7	$1,045	T3.2	$1,045	$0	$0	$1,045
Task Group 4: Construction Phase Services												
Project Kick-off Meeting	T4.1							T4.1				
Draft Preliminary Engineering Memorandum	T4.2							T4.2				
Draft Bypass Specification	T4.3							T4.3				
Task Group 5: Meetings and Reports												
Meetings	T5.1	6	6			12	$2,160	T5.1	$2,960	$800	$120	$3,880
Total	HRS	30	103	88	10	231 Hrs	$35,275		$36,975	$1,700	$255	**$38,930**
	COST	$5,550	$18,025	$11,000	$700							

ITEM 5A

MNS ENGINEERS INC

MNS Standard Schedule of Rates

Effective July 1, 2012 through December 31, 2013

Direct Expenses

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate. Expert Witness services will be charged at three (3) times listed rate and will include all time for research, deposition, court appearance and expert testimony.

Prevailing Wage Rates

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law.

Project Management

Principal-In-Charge	$210
Senior Project Manager	200
Project Manager	185
Project Coordinator	100

Engineering

Principal Engineer	$195
Supervising Engineer	175
Senior Project Engineer	160
Project Engineer	140
Associate Engineer	125
Assistant Engineer	105

Surveying

Principal Surveyor	$195
Supervising Surveyor	170
Senior Project Surveyor	155
Project Surveyor	140
Senior Land Title Analyst	125
Assistant Project Surveyor	120
Party Chief	125
Chainperson	120
One-Person Survey Crew	170

Technical Support

CADD Manager	$140
Supervising CADD/Engineering Technician	110
Senior CADD/Engineering Technician	100
CADD/Engineering Technician	90
Senior GIS Analyst	140
GIS Analyst	120
Senior GIS Technician	110
GIS Technician	95

Surveying

Principal Construction Manager	$195
Senior Construction Manager	165
Resident Engineer	160
Construction Manager	155
Structure Representative	145
Assistant Resident Engineer	135
Construction Inspector	115
Construction Inspector (PW)	128
Office Engineer	105

Municipal Services

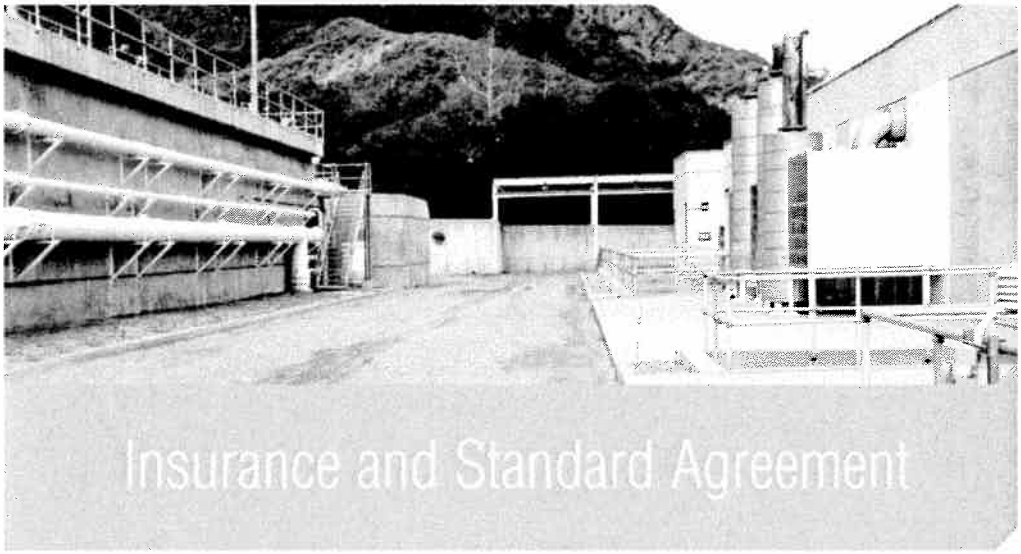
City Engineer	$195
Deputy City Engineer	175
Assistant City Engineer	160
Plan Check Engineer	160
Permit Engineer	140
City Inspector	115
City Inspector (PW)	128
Planning Director	185
Senior City Planner	160
Assistant Planner	125

Administrative Support

Administrative Analyst	$90
Administrative Assistant	70

MNS ENGINEERS INC

5



Insurance and Standard Agreement

Insurance Requirements

Our team has reviewed the District's insurance coverage requirements for professional liability insurance in the amount of $1 million as described in the Request for Proposal. We are able to comply with the said insurance coverage. On the next page, we have included a copy of our insurance certificate.

Exceptions to the Contract

MNS has reviewed the RFP and the District's Standard Agreement. We request that our suggestions at the end of this section be considered by the District. Exceptions are shown on page 2 of the contract (area highlighted in yellow). Please contact us with any questions or concerns in regard to these changes. We currently have an existing contract with the District and are certain that we can come to an acceptable agreement with the District in regard to the standard agreement.

ACORD ™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YR): 6/19/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Heffernan Professional Practice Insurance Brokers
License No. 0564249
6 Hutton Centre Dr., Suite 500
Santa Ana, CA 92707

CONTACT NAME: **Sherry Young**
PHONE (A/C,No,Ext): **714-361-7700** FAX (A/C,No): **714-361-7701**
EMAIL ADDRESS: **sherryy@heffins.com**

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Indemnity Co of CT	25682
INSURER B:	Travelers Property Casualty Co of Am.	25674
INSURER C:	ACE American Insurance Co.	22667
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
MNS Engineers, Inc.
201 N. Calle Cesar Chavez, Ste 300
Santa Barbara, CA 93103

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL L IABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L. AGGREGATE LIMIT APPLIES PER POLICY X PROJECT LOC			6802217L895	06/14/13	06/14/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BA2220L967	06/14/13	06/14/14	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CUP6512Y975	06/14/13	06/14/14	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE/ OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		XJUB3240T745	06/14/13	06/14/14	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
C	PROFESSIONAL LIABILITY			G25659272001	06/14/13	06/14/14	Per Claim Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
This certificate issued for Proposal Purposes only.

CERTIFICATE HOLDER

For Proposal Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ITEM 5A

MNS ENGINEERS INC

AGREEMENT FOR PROFESSIONAL SERVICES

Consultant

As of MM, DD, YR, **Las Virgenes Municipal Water District**, hereinafter "DISTRICT", and XXXXXXX hereinafter "CONSULTANT", agree as follows:

SECTION 1. PURPOSES

DISTRICT proposes to engage CONSULTANT to perform **design of the Tapia Water Reclamation Facility: Channel Mixing Improvements** for the DISTRICT. The professional services were solicited pursuant to Section 2-5.508 of the Administrative Code.

SECTION 2. SCOPE OF SERVICES

CONSULTANT, shall provide the following services as outlined in Exhibit "A", dated MM, DD, YR.

SECTION 3. COMPENSATION

(a) Compensation shall be made on a time and materials basis for a total cost, including expense reimbursement, of $XXXXXX and shall include all reimbursement for CONSULTANT'S expenses necessary for completion of all work as defined in Section 2 (above). No additional compensation or expense reimbursement shall be paid by DISTRICT without expressed written consent by DISTRICT prior to the performance of work or the accrual of the expense.

(b) CONSULTANT shall submit monthly billings stating services performed and the amount due for services rendered. Monthly billings shall include position, hourly rate, hours worked, expenses, other direct costs, and total billing to date. The bill shall be paid if the DISTRICT determines the billing reflects work satisfactorily performed. Payment shall be made through the DISTRICT'S normal disbursement

procedure.

SECTION 4. TIME FOR PERFORMANCE

Performance under this contract shall commence upon notification of the CONSULTANT by the DISTRICT. The CONSULTANT shall complete the work on or before MM, DD, YR.

SECTION 5. INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor and not an employee of the DISTRICT. CONSULTANT shall be responsible for payment of Income Taxes, Social Security Taxes, State Disability Insurance, Unemployment Compensation, and other payroll deductions in connection with the services to be performed.

SECTION 6. INDEMNIFICATION:

To the fullest extent permitted by law, CONSULTANT shall indemnify, and hold harmless the DISTRICT, its elected and appointed boards, officers, agents, and employees, and consulting engineers, from any and all claims, liabilities, expenses or damages, of any nature resulting therefrom, arising out of negligent acts, errors or omissions by ~~CONSULTANT~~ or others for whom CONSULTANT is legally liable in performance of this AGREEMENT. **however, to the extent caused by, and on a percentage basis of fault as ultimately determined by a court of competent jurisdiction.**

SECTION 7. INSURANCE:

CONSULTANT shall obtain and maintain during the life of this AGREEMENT the following insurance coverage:

(a) **Commercial** ~~Comprehensive~~ general liability in the amount of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate. A ~~Special Insurance~~ Endorsement naming DISTRICT, its elected, appointed boards,

ENGINEERS INC

officers, agents, and employees as additional insured shall be provided on a form approved by DISTRICT Counsel.

(b) Automobile liability in the amount of one million dollars ($1,000,000) combined single limits per claim and aggregate for hired vehicles and non-owned vehicles.

(c) Professional liability (errors and omissions) in the amount of one million dollars ($1,000,000) shall be provided to DISTRICT on a claims made basis.

(d) CONSULTANT shall obtain and maintain, during the life of this AGREEMENT, Worker's Compensation Insurance in the statutory amount.

SECTION 8. TERMINATION OF AGREEMENT:

Either party may terminate this AGREEMENT by giving the other party thirty (30) days written notice. CONSULTANT should be paid for services rendered to date of termination if the work is otherwise satisfactory to DISTRICT.

SECTION 9. COMPLIANCE WITH LAWS:

The parties shall be bound by applicable federal, state, and local laws, ordinances, regulations, and directives as they pertain to the performance of this AGREEMENT.

SECTION 10. EQUAL OPPORTUNITY EMPLOYER:

(a) CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, physical handicap, medical condition, age, marital status, or sex. CONSULTANT shall ensure applicants are employed, and employees will be treated during employment without regard to their race, color, religion, creed, national origin,

ancestry, physical handicap, medical condition, age, marital status, or sex. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training. CONSULTANT shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

(b) In all solicitations or advertisements for employees, CONSULTANT will state qualified applicants will receive consideration for employment without regard to race, color, religion, creed, national origin, ancestry, physical handicap, medical condition, age, marital status, or sex.

SECTION 11. OWNERSHIP OF DOCUMENTS, DATA AND RIGHTS

(a) All documents, drawings, reports, and other products, whether completed or not, and computations, databases, computer models and background material prepared or acquired by CONSULTANT in connection with the AGREEMENT shall become the property of DISTRICT upon payment by DISTRICT. CONSULTANT shall not retain rights to any patentable concepts or copyrightable materials arising from services performed under this AGREEMENT, without written agreement of DISTRICT. Notwithstanding any other section of this AGREEMENT, all of the CONSULTANT'S pre-existing computer programs, software, information or materials, developed by CONSULTANT outside of this AGREEMENT shall remain the exclusive property of the CONSULTANT.

(b) Documents, including drawings and specifications, prepared by CONSULTANT are not intended or represented to be suitable for reuse by DISTRICT or others. Use of completed documents by the DISTRICT or others for extensions to this project or for other projects or any use of uncompleted documents without specific written authorization from CONSULTANT will be at DISTRICT's sole

MNS ENGINEERS INC

risk and without liability.

SECTION 12. ASSIGNMENT AND SUBCONTRACTING

CONSULTANT shall not assign or subcontract any portion of the services without express written approval of DISTRICT.

SECTION 14. MISCELLANEOUS

(a) DISTRICT will require that any Contractor performing work in connection with project for which CONSULTANT is providing professional services, hold harmless, indemnify and defend DISTRICT, CONSTULTANT, their consultants, and each of their directors, officers, agents and employees from any and all liability, claims, losses, damage and costs, including attorneys' fees, arising out of or alleged to arise from the Contractor's performance of the work described in the construction contract documents, but not including liability that may be due to the sole negligence of DISTRICT, CONSULTANT, their consultants, or their directors, officers, agents and employees.

DISTRICT will require such Contractor to provide workers' compensation and commercial general liability insurance, including completed operations and contractual liability, with the latter coverage sufficient to insure DISTRICT, CONSULTANT, their consultants, and each of their directors, officers, agents and employees as additional insureds.

The insurance afforded to these additional insureds shall be primary insurance. If the additional insureds have other insurance which might be applicable to any loss, the amount of the insurance provided under this article shall not be reduced or prorated by the existence of such other insurance.

Within five (5) working days of DISTRICT'S receipt of the fully executed construction

contract documents, DISTRICT agrees to forward to CONSULTANT a complete certified copy of the same. The documents copied to CONSULTANT will include, but not be limited to, the executed agreement, bonds and all required insurance certificates and endorsements.

(b) DISTRICT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for jobsite conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours.

(c) Any opinion of the construction cost prepared by CONSULTANT represents CONSULTANT'S judgment as a design professional and is supplied for the general guidance of the DISTRICT. Since CONSULTANT has no control over the cost of labor and material, or over competitive bidding or market conditions, CONSULTANT does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to DISTRICT.

(d) If any changes are made in the work performed hereunder, by DISTRICT or persons other than CONSULTANT, any and all liability arising out of such changes is waived against CONSULTANT and DISTRICT assumes full responsibility for such changes unless DISTRICT has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

(e) In the performance of its professional services, CONSULTANT will use that degree of care and skill ordinarily exercised under similar conditions in similar localities and no other warranties, express or implied, are made or intended in any of CONSULTANT'S proposals, contracts or reports. DISTRICT hereby holds harmless and agrees to indemnify CONSULTANT, its directors, officers, employees and agents against all loss, cost of damage, or liability, including, costs of defense arising out of the intentionally wrongful or negligent acts or omissions of DISTRICT

MNS ENGINEERS INC

or its employees in connection with the work covered by this agreement.

(f) In providing its services hereunder, CONSULTANT shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the project. If DISTRICT becomes aware of the presence of asbestos or hazardous material at the job site, DISTRICT shall be responsible for complying with applicable federal and state rules and regulations, and shall immediately notify CONSULTANT, who shall then be entitled to cease services that may be affected by such presence, without liability to CONSULTANT arising therefrom.

(g) DISTRICT agrees to indemnify and defend CONSULTANT, its consultants, agents, directors, officers and employees from all claims, damages, losses and expenses, including but not limited to attorney's fees and court and arbitration costs (collectively "the Liabilities"), which Liabilities are related to hazardous materials and/or asbestos activities and arise out of the performance of the work by CONSULTANT or others, regardless of any action or omission on the part of CONSULTANT or anyone for whom CONSULTANT is legally liable.

(h) Services provided under this agreement are for the exclusive use of DISTRICT.

(i) Should litigation be necessary to enforce any term or provision of this AGREEMENT, or to collect any portion of the amount payable under this AGREEMENT, then all litigation and collection expenses, witness fees and court costs, and attorneys' fees shall be paid to the prevailing party.

(j) Should any provision herein be found or deemed to be invalid, this AGREEMENT shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this AGREEMENT are declared severable.

By: _____
President,
Las Virgenes Municipal Water District

Date: _____

By: _____
CONSULTANT

Date: _____

ATTEST:

COMPANY'S CORPORATE SEAL

By: _____
Secretary

APPROVED AS TO FORM:

By: _____
Wayne K. Lemieux
District Counsel

MNS ENGINEERS INC

A

Resumes

This section contains the following MNS and MKN team resumes:

- **Mark Rincón, PE**, Principal-in-Charge/ Quality Control
- **Julia Aranda, PE**, Project Manager
- **Michael Nunley, PE**, Design Engineer
- **Jon Hanlon, PE**, Mechanical Engineer
- **Shenna Tolentino-Uon, EIT**, Associate Engineer

ITEM 5A

MNS ENGINEERS INC

Firm
MNS Engineers, Inc.

Areas of Expertise
- Water/wastewater infrastructure rehabilitation and improvements
- Water resources planning
- Stormwater harvesting studies and design
- Operations engineering support
- Project management
- Management of capital projects
- Engineering team management
- Quality audits/Peer reviews

Years of Experience
30

License
Professional Civil Engineer, CA No. 41073

Memberships
- AWWA
- WEF
- ASCE
- AWA
- APWA

Education
B.S. Civil Engineering, UC Berkeley

Mark A. Rincón, PE

Principal-in-Charge/Quality Control

Mr. Rincón has over 30 years of experience in the water/wastewater infrastructure field specializing in management of total project delivery, including planning, design, construction, start up, and operations. Mark has extensive experience in infrastructure rehabilitation and capital improvement programs, including various construction delivery methods. As a Principal Engineer, Mark has been responsible for a range of projects in water, wastewater, stormwater, groundwater studies, designs, tender packages, and engineering support during construction. He ran design teams that were presented with challenging technical issues to deliver results within allocated time constraints, financial commitments and numerous construction issues. He has served markets including the South East Atlantic (US) region, California Central Coast, Southern California, San Francisco Bay Area, Latin America, and Australia. His relevant experience includes:

MNS Engineers, Inc., Santa Barbara, CA
Mark is currently a Principal Engineer and Manager of the Water Resources Engineering Section. In these roles he plans, organizes, coordinates, and directs water resources work; manages, leads and executes major engineering projects and programs; has administrative responsibility of long and short range strategic planning, budget control and review; and has responsibility for the professional growth and development of water resources engineering staff. He has applied his technical expertise in municipal water systems: water collection, treatment, and distribution, and wastewater collection, treatment, reuse, and disposal for various projects. In addition, Mark has advanced the coordination and use of project management tools within the organization.

URS Corporation, Raleigh, NC/Melbourne, Australia
Mark was a Principal Civil Engineer responsible for leading investigative, planning, design, and construction phase services for water resource and infrastructure sectors. Responsibilities included providing civil engineering and project leadership in water infrastructure projects; leading and directing teams of engineers and designers for timely deliveries of design and construction packages; managing the impact of project delivery on overall bottom line business performance; providing quality audits and peer reviews; investigating and providing advice on governance for emerging water supply sources; liaising with other interstate and overseas URS offices to develop water industry work interstate and overseas; identifying and addressing new project opportunities with existing and new clients; creating project teams including interstate/overseas URS staff and other organizations to win and implement work; and working with team resources to develop and manage the Project Execution Plan to deliver the highest value to the enterprise and to our clients. Notable project experience included the following: Managed Aquifer Recharge Hydraulic Study: Sanitary Sewer Collection System Design; Stormwater Treatment and Distribution Design; Stormwater Harvesting Study Water Reuse Opportunities Study; Reclaimed Water Distribution System Design; and Sanitary Sewer Rehabilitation-Rebuild Preliminary Design.

CH2M Hill, Inc., Los Angeles, CA
Mark was a Senior Project Manager/Senior Engineer responsible for managing the design and implementation of water supply and sewerage systems and networks. Responsibilities included performing duties in client offices in a multi-firm joint ventures on two large infrastructure improvement programs; managing and driving multidiscipline project delivery and ensuring compliance with overall project objectives; contracting and leading consultant-supported design efforts to fulfill program objectives and schedule limits; leading quality assurance and peer reviews; and using project management tools to review project performance and project financials and taking corrective actions as appropriate. Notable project experience included: Sanitary Sewer Collection System Design; Reclaimed Water Distribution System Design; Sanitary

Mark Rincón, PE

Principal-in-Charge / Quality Control

Sewer Rehabilitation-Rebuild; Recycled Water Treatment Plant Design; Sewer Master Plan; and Wastewater Treatment Plant Improvements.

CSA Group, Inc., San Juan, Puerto Rico

Mark was a Senior Project Manager/Design Manager responsible for designing water supply and sewerage systems and networks. Responsibilities included managing and driving multidiscipline project delivery and ensuring compliance with overall project objectives; assembling and leading project teams in major technical, cost, scheduling and performance decisions; and allocating resources where appropriate to achieve project safety, schedule, cost, scope, and quality objectives; working with team resources, to develop and manage the Project Execution Plan to deliver the highest value to the enterprise and to our clients; providing or managing services that included project management, architecture and engineering, GIS, hydraulic modeling, construction management, and environmental assessments; and acting as primary spokesperson to represent the company in scope, schedule, and financial commitments and performance to client representatives. Notable project experience includes Water System Development Design; Water System Designs for D/B Delivery; Water Supply Canal Rehabilitation; Water Treatment Plant Plan; Sanitary Sewer Collection System Design; Reclaimed Water Distribution System Design; and Wastewater Treatment Plant Preliminary Design for D/B Delivery.

East Bay Municipal Utility District, Oakland, CA

Mark was a Civil Engineer in the fields of structural, water resource, sanitary, and water systems engineer. Responsibilities included:

- **Engineering Design Division:** Provided technical supervision and was responsible for planning, coordinating, directing, and evaluating engineering projects. Prepared preliminary engineering designs and conducted engineering investigations and prepared project budgets, and construction scheduling for proposed facilities. Led and directed project team including assigning tasks, monitoring progress and coordinating various disciplines to ensure that project goals, schedule and budget were met. Assumed the responsibility for managing consultant contracts, ensured compliance with budget contract and schedules, and recommended adjustments as appropriate.
- **Operations Division:** Conducted comprehensive planning and operational studies of the District's water sources. Planned future distribution facilities and water production facilities, including aqueducts, terminal reservoirs, and power plants; estimated future water yields; and provided engineering data for power contracts and agreements with other water diverters.
- **Water Resources Planning Division:** Developed, reviewed and administered contract agreements with a variety of outside agencies, and assisted with the protection/overseeing of District water rights with various water supply sources. Prepared engineering economic feasibility and environmental assessment studies on proposed and existing facilities to develop the most economical and environmentally-effective project or operation alternatives. Administered outside consultant contracts including writing and issuing request for qualifications/request for proposal (RFQ/RFP), interviewed consultants, reviewed and evaluated proposals, wrote contracts and issued the notice to proceed in order to begin the project. Involved in the preparation of Environmental Impact Reports and Environmental Assessments.

Notable project experience included the following: Water Supply Planning and Source Augmentation; Facilities Assessment & Scheduled Replacement; Hydropower Development Planning, Environmental Documents, and Project Economics; Various Reports to Political Bodies for Decision Support; Construction Management/Field Engineer; and Potable Water Pumping Station Design.

MNS ENGINEERS INC

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MNS Engineers, Inc.

Areas of Expertise
- Water/wastewater infrastructure rehabilitation, improvements, and new construction
- Program management
- Master plans
- Management of capital projects
- Engineering team management

Years of Experience
22

License
Professional Civil Engineer, CA No. 56412

Memberships
- American Public Works Association
- WateReuse Association

Education
B.S. Engineering, CSU, Northridge

Julia Aranda, PE

Project Manager

Ms. Aranda has over 22 years of experience with water/wastewater infrastructure projects. Julia has served as project manager/engineer for a variety of potable water, recycled water, and wastewater projects, including new construction and rehabilitation projects. Specific project experience includes master plans, pipelines and pump stations, electrical system upgrades, and tank improvement projects.

Julia has also provided program management and managed as-needed engineering support services for water and wastewater utilities, including West Basin Municipal Water District, City of Thousand Oaks, City of Simi Valley, Castaic Lake Water Agency, Calleguas Municipal Water District, and the City of Oxnard. At MNS, Julia is a Supervising Engineer serving as a technical lead to ensure projects meet the quality standards expected for our clients. Her relevant experience includes:

Tapia WRF Headworks Rehabilitation, Las Virgenes Municipal Water District, Calabasas CA
Project Manager for design-build of improvements to the headworks facility, including replacement of bar screens, weirs, grating, electrical and instrumentation.

Tank Rehabilitation, Las Virgenes Municipal Water District, Calabasas CA
Project Manager for various tank rehabilitation projects including interior and exterior recoating and installation of cathodic protection.

Recycled Water Program Implementation Plan, City of Oxnard, Oxnard, CA
Prepared detailed plan for the City to use as a guide for implementation of a recycled water program. Project elements included recycled water ordinance, review of administrative code, regulatory and permitting requirements, program financing alternatives, public outreach strategy, standard drawings and details, interagency agreements, operational issues, and site retrofit guidelines.

Recycled Water Master Plan, City of Oxnard, Oxnard, CA
Project Manager for preparation of Recycled Water Master Plan. Scope included backbone system and future phases, market assessment, analysis of pumping and storage needs, layout of facilities, and preparation of construction cost estimates.

Blending Station No. 5, City of Oxnard, Oxnard, CA
Project Manager for design and construction of 8- and 12-inch piping and appurtenances, construction of a laboratory building with restroom, connections to existing utilities, electrical and instrumentation equipment, and a new radio antenna to provide communication to the City's control room.

Groundwater Recovery Enhancement and Treatment (GREAT) Program, City of Oxnard, CA
Provided technical support to City related to issuance of water revenue bonds property acquisition preparation of environmental impact report and inter-agency coordination. Prepared grant applications.

Rehabilitation of Lift Stations No.1 and No.2, Las Virgenes Municipal Water District, Calabasas, CA
Scope included market assessment of potential customers within and outside City limits, including landscape irrigation, agricultural use and groundwater recharge. Prepared evaluation of phasing alternatives, impacts to groundwater basin, recommended City ordinance, retrofit requirements for customers, regulatory requirements, operational requirements and preliminary construction cost estimates.

Julia Aranda, PE

Project Manager

Agoura Road Pipeline Relocation, Las Virgenes Municipal Water District, Calabasas CA
Project Manager for design and construction of buried 24-inch recycled water pipeline and a 30-inch potable water pipeline which had been placed above grade due to continuous earth movement and repeated failures. Once the site was stabilized, the pipes were placed underground and the road opened to traffic.

Valhalla Recycled Water Main Extension, City of Burbank Water & Power, Burbank, CA
Project Manager for the preliminary and final design, and services during bidding of a recycled water main to convey recycled water from the existing recycled water system to Valhalla Memorial Park and Cemetery and other recycled water customers in its vicinity.

Recycled Water Pump Station PS-1 Upgrades, City of Burbank Water & Power, Burbank, CA
Project Manager for preliminary and final design of upgrades to existing pump station at Burbank Water Reclamation Plant. Pump station expansion from 1,650 gpm to 5,500 gpm.

Carson Regional Water Recycling Facility Nitrified Product Water Tank improvements, West Basin Municipal Water District, El Segundo, CA
Project Manager for evaluation and design of tank improvements including interior coating replacement and installation of sacrificial anode system.

Title 22 Tee Replacement, West Basin Municipal Water District, El Segundo, CA
Project Manager for evaluation of repair/replacement methods for 10 carbon steel tees at the Edward C. Little Water Recycling Facility which had experience numerous corrosion-related failures. Design included replacement with stainless steel tees.

ECLWRF Reverse Osmosis Clean-in-Place Discharge Alternatives Evaluation, West Basin Municipal Water District, El Segundo, CA
Project Manager for evaluation of alternatives for the discharge of clean-in-place solution from the reverse osmosis process. Evaluation included quantifying volumes of potential discharge, coordination with county of Los Angeles Sanitation Districts and City of El Segundo, sizing of new sewer lines, evaluation of storage capacity, and evaluation of converting existing abandoned lime clarifier to a storage facility.

Castaic Lake Water Agency, Recycled Water Phase 2 Preliminary Design Report, Santa Clarita, CA
Project Manager for preparation of analysis of three alternatives for expansion of recycled water system. Project required coordination with retail purveyors and Los Angeles County Sanitation Districts, layout of facilities, hydraulic modeling, market assessment, preparation of construction cost estimates, evaluation of permitting requirements and investigation of utilities.

Raw and Treated Water Pipelines, Castaic Lake Water Agency, Santa Clarita, CA
Investigated potential interference on existing 84-inch and 102-inch pipelines as a result of proposed residential development and road extension.

Recycled Water Phase 2 Preliminary Design Report, Castaic Lake Water Agency, Santa Clarita, CA
Project Manager for preparation of analysis of three alternatives for expansion of recycled water system. Project required coordination with retail purveyors and Los Angeles County Sanitation Districts, layout of facilities, hydraulic modeling, market assessment, preparation of construction cost estimates, evaluation of permitting requirements and investigation of utilities.

MNS ENGINEERS INC

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Areas of Expertise
- Water Treatment/Water Quality
- Water Distribution, Storage, and Pumping
- Recycled Water/Wastewater Treatment

Years of Experience
18

License
Professional Civil Engineer, CA No. 61801

Memberships
- California Water Environment Association
- Water Environment\ Federation
- American Consulting Engineers Council
- Environment and Water\ Resources Institute
- American Society of Civil Engineers
- American Public Works Association

Education
M.S. Civil and Environmental Engineering, University of California, Berkeley

B.S. Civil Engineering, Virginia Polytechnic Institute & State University

Michael Nunley, PE

Design Engineer

Mr. Nunley has more than 18 years of experience in water resources engineering. His expertise includes management, planning, and design of water, wastewater, recycled water, and drainage facilities in California, Hawaii, Guam, Washington, North Carolina, Virginia, South Carolina, Tennessee, and Georgia. His relevant experience includes:

Effluent Channel Mixing System, City of Atascadero, CA
Design Engineer. Developed a spiral roll diffuser system for mixing the effluent channel of the City's WWTF. Sized the mixing system and designed the pipe, valve, fittings, and diffuser assemblies to improve mixing and aeration in the plant's effluent channel.

Effluent Channel Mixing System, Town of Abingdon, VA
Design Engineer. Developed a spiral roll diffuser system for mixing the effluent channel of the Town's WWTF. Sized the mixing system and designed the pipe, valve, fittings, and diffuser assemblies to improve mixing and aeration in the plant's effluent channel.

WWTP Major Maintenance and Repair Program (MMRP), City of Morro Bay, CA
Serving as Project Manager for multi-year, on-demand engineering service agreement to assist in the execution of a Major Maintenance and Repair Program (MMRP). The purpose of the MMRP is to mitigate risk of failure by identifying deficiencies, and preparing plans and specifications for corrective action in order to keep the Wastewater Treatment Plant (WWTP) in operation until a new Water Reclamation Facility (WRF) is in service. There are several systems and facilities at the WWTP that require repair or rehabilitation in order to continue meeting treatment objectives. Specific projects include preparation of plans and specifications for new headworks screening, washing, and compacting facilities; structural evaluation of three existing anaerobic digesters including concrete condition testing and assessment of associated gas piping, heat exchanger and sludge recirculation systems; reviewing and providing recommendations for temporary bypass; and design and replacement of chain and flight solids management system.

Operations and Maintenance Manual, City of Santa Maria, CA
Developed an Operation and Maintenance Manual for headworks, primary and secondary clarifiers, trickling filters, sludge thickening systems, anaerobic digesters, and ancillary systems.

Collection System and Wastewater Treatment Plant Master Pan, City of Atascadero, CA
Developing a master plan that delivers a comprehensive GIS update, model, and CIP to carry the City through buildout. Master Plan includes a detailed condition assessment of plant and collection system elements.

Blacklake Sewer Master Plan, Nipomo Community Services District, Nipomo, CA
A comprehensive master plan is being developed for the Blacklake wastewater collection and treatment system. This project includes a comprehensive salt management strategy that evaluates source water control and treatment; reduction of self regeneration water softeners; coordination with the golf course to modify blending or delivery systems and reduce salt impact to groundwater; direct treatment of plant effluent using a variety of technologies; diversion of effluent to another recycling opportunity; and coordination with RWQCB. Major efforts include condition assessment of all mechanical and electrical systems, development of a detailed hydraulic model, and identification of plant improvements to reduce power usage and enhance operability.

Michael Nunley, PE

Design Engineer

San Jose Clarifier Rehabilitation, City of San Jose Water Pollution Control Facility, CA
As Wastewater Treatment Practice Leader, Michael coordinated development of scope, approach, and budget for rehabilitation of four nitrification system clarifiers. He also reviewed submittals and assigned team members for execution of work.

Honouliuli Wastewater Treatment Facility Evaluation, City and County of Honolulu, HI
Michael Nunley guided the evaluation of capacity and condition for the City and County of Honolulu's 24 MGD primary clarification plant. He also led the team to develop cost and approach for improvements to systems.

Southland Wastewater Treatment Phase I Facility Design, NCSD, Nipomo, CA
Served as project manager for design of a 0.9-MGD extended aeration treatment facility including new headworks, screening, grit removal, blower/control building, gravity belt thickener, aeration system, secondary clarifiers, process water pumping and distribution, and supporting facilities. Mr. Nunley also directed the completion of a Report of Waste Discharge and provided support during preparation of the Environmental Impact Report for the project.

Primary Digester Improvements, Laguna County Sanitation District, County of Santa Barbara, CA
Served as project manager for design and construction phase support to replace an existing digester roof with a new steel roof, gas piping, pressure relief systems, and appurtenances.

Los Olivos Wastewater Preliminary Engineering Report, County of Santa Barbara, CA
Served as project manager to develop a draft engineering report with alternatives for collecting, treating, and disposing or reusing wastewater from the Los Olivos community in Santa Barbara. Report addressed phasing, schedule, and capital and O&M costs.

Oak Shores WWTF Improvements, County Service Area 7A, San Luis Obispo County, CA
Served as project manager to author a preliminary engineering memorandum summarizing design flows and recommendations for new headworks (including screw-type screen and screenings compaction equipment), extended aeration system, new blower building, and aerated sludge holding lagoons. The new facility will treat 194,000 gallons per day of maximum month flow and will be expandable to 280,000 gpd. The existing plant was rated for 100,000 gallons per day (maximum month flow) and consisted of aerated lagoons, a stabilization pond, and discharge to sprayfields.

Capacity Assessment, County Service Area 7A, Oak Shores Community at Lake Nacimiento, CA
Served as project engineer to evaluate the capacity of the receiving sewer, lift stations, and wastewater treatment/disposal facilities to receive wastewater from a proposed 345-home development.

Sewer Master Plan, City of Arroyo Grande, CA
Served as project engineer to perform analysis of flow meter data from gravity sewers, force mains, and perform lift station capacity analysis (pumps and wetwell). Developed recommendations and estimates for sewer system improvements.

Wastewater Master Plan, King City, CA
Served as principal-in-charge for preparation of a comprehensive master plan for the city's wastewater collection system and wastewater treatment plant facility. The project included an analysis of the individual wastewater treatment plant pond performance, monitoring of water quality at the plant, SewerCAD modeling of the collection system, development of demand loading rates and project sewage flows, and preparation of a comprehensive capital improvements program to meet the anticipated growth in and around the city.

MNS ENGINEERS INC

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Areas of Expertise
- Wastewater Treatment Facilities
- Hydraulic Analysis
- Water Treatment Plants
- Environmental Permitting

Years of Experience
17

License
Professional Mechanical Engineer, CA No. M33232

Memberships
- American Water Works Association
- American Society of Mechanical Engineers
- American Public Works Association

Education
BS Mechanical Engineering, California Polytechnic State University, San Luis Obispo, 1991

Jon Hanlon, PE

Mechanical Engineer

Mr. Hanlon has over 17 years of experience in design, analysis, and management of municipal projects. As the San Luis Obispo Operations Manager for a Fortune 500 engineering company, Mr. Hanlon's responsibilities have included management and resource allocation for complex multi-disciplined projects throughout San Luis Obispo County. Project experience includes wastewater treatment facilities, hydraulic analysis, water treatment plants, pump stations, production wells, piping and valves, master planning, and environmental permitting. His relevant experience includes:

WWTP Major Maintenance and Repair Program (MMRP), City of Morro Bay, CA
Serving as Project Engineer for multi-year, on-demand engineering service agreement to assist in the execution of a Major Maintenance and Repair Program (MMRP). The purpose of the MMRP is to mitigate risk of failure by identify deficiencies, and preparing plans and specifications for corrective action in order to keep the Wastewater Treatment Plant (WWTP) in operation until a new Water Reclamation Facility (WRF) is in service. There are several systems and facilities at the WWTP that require repair or rehabilitation in order to continue meeting treatment objectives. Specific projects include: Preparation of plans and specifications for new headworks screening, washing, and compacting facilities; structural evaluation of three existing anaerobic digesters including concrete condition testing and assessment of associated gas piping, heat exchanger and sludge recirculation systems; reviewing and providing recommendations for temporary bypass; and design and replacement of chain and flight solids management system.

New Water Reclamation Facility Project Planning Services, City of Morro Bay, CA
Serving as Project Engineer (sub to JFR Consulting). Project involves detailed review of existing screening studies and related reports, and guidance through decisions regarding the features and siting of the new Water Reclamation Facility (WRF). Responsibilities include identification and descriptions of WWT alternatives for the new WRF, including a comparison of technologies relative to evaluation criteria that are important to the City, and a review of water quality regulations; identification and descriptions of solids processing and treatment alternatives for the new WRF, including comparison of technologies relative to evaluation criteria that are important to the City; and assessment of engineering and economic considerations for wastewater treatment and conveyance infrastructure, effluent disposal and recycled water feasibility, solids treatment and processing procedures, and site development related to the identified potential new WRF sites.

San Simeon WWTP Tertiary Upgrade, San Simeon Community Services District, CA
Served as Project Manager. Designed improvements to allow the 0.45 MGD wastewater treatment facility to meet title 22 requirements.

San Simeon Community Services District Small Scale Recycled Water Study, San Simeon, CA
Served as Principal Engineer. Developed a recycled water project that would qualify for funding using the Districts Supplemental Environmental Project funds. Coordinated with the CDPH, SWRCB, and the District to develop a recycled water project that will treat a portion of wastewater treatment plant effluent for use as irrigation water for near-by hotels and businesses.

Headworks Bar Screen Project, City of Atascadero, Atascadero, CA
Served as Principal in Charge. Tasks include preliminary engineering and design of new headwork and a septage receiving station for the City's 1.59 MGD WWTP.

Jon Hanlon, PE
Mechanical Engineer

Wastewater Treatment Facility Equipment and Process Optimization, City of Oxnard, CA
Served as Project Engineer (sub to Penfield & Smith). Review of existing Wastewater Treatment Facility (WWTF) equipment and processes for 22 MGD plant, including primary sedimentation tanks, biotowers, activated sludge treatment, secondary sedimentation tanks, chlorination/dechlorination, primary sludge treatment, dissolved air flotation, anaerobic digesters, and belt filter presses, for comparison of existing as-constructed technologies in relation to new potential treatment technologies. Review and recommendation consider condition of existing equipment, energy requirements and operational efficiencies, risk, water quality, and capital cost, operating and maintenance costs, and scheduling and sequencing for replacements.

Clarifier #1 Rehabilitation and Upgrade, City of Santa Maria, CA
Served as Project Manager. Project to replace primary clarifier scraper mechanism at City WWTP. Project included preparation of contract documents (plans and specifications), evaluating strategies for procuring scraper assembly, seismic assessment, evaluation of code requirements, and electrical upgrades. Bid and construction phase service are included in the scope of work.

Calle Joaquin and Laguna Lift Station Replacements, City of San Luis Obispo, CA
Served as Project Manager. Project to replace two City sewer lift Stations, involving a variety of challenges such as a 750 foot horizontal directional drilled river crossing, high groundwater, traffic impacts and the need for temporary operations to maintain continuous service throughout the construction duration. The complex project also includes designing 2500 feet of force main, an inverted siphon crossing under U.S. Highway 101, and full CEQA and environmental permitting compliance.

Morro Bay/Cayucos Sanitary District Wastewater Treatment Plant Upgrade, CA
District Engineer for project to replace 2.06MGD trickling filter WWTP with a new extended-aeration facility. The proposed facility utilizes oxidation ditch with tertiary filtration. Project requires analysis of flows and loading, interface with design consultants, environmental review and permitting support, review of contract language, and engineering support to District staff. Construction cost estimate is $28.1M.

Southland WWTF Upgrade, Nipomo Community Services District (Nipomo, CA)
Principal in Charge for WWTF upgrade to address current and future needs at a 0.9-MGD aerated pond system which currently discharges into onsite percolation ponds. Project included review of historical plant performance; projection of future demands through 2030; analysis of current and future process capacity (treatment plant and approximately 1-mile of upstream trunk sewer); identification of future water quality goals (for groundwater reclamation, irrigation usage, and continued onsite discharge); and development of a detailed Capital Improvements Program with implementation schedule and project cost opinions.

Wastewater Treatment Facility Expansion, City of Santa Maria, CA
Served as Principal in Charge. Project included constructability review and construction management of $16+ million WWTF expansion (from 9.5 MGD to 13.5 MGD), including construction of additional screening, grit chamber and screw conveyor, primary clarifier, primary trickling filter, digester, control building, and percolation pond pump station. Project also includes significant modifications to existing facilities.

Bar Screen Replacement, City of Paso Robles, CA
Served as Principal in Charge. Plans and specifications for replacement of mechanical bar screen with a continuous screen and washer, compacter, and bagger unit. Work included hydraulic analysis and design of weirs to control water surface upstream and downstream of the new bar Screen.

San Simeon Wastewater Treatment Plant Upgrade. San Simeon Community Services District, CA
Served as Project Manager. Project to evaluate 0.5 MGD facility and make recommendations for process improvements.

MNS ENGINEERS INC

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Areas of Expertise
- Water/Wastewater design
- Hydrology and hydraulics
- Stormwater Calculations
- Utility master plans
- Hydraulic Modeling
- Drainage Studies

Years of Experience
6

License
Engineer in Training,
CA No. 133249

Additional Skills
- AutoCAD
- HydroCAD
- WaterCAD
- HEC-RAS
- Microsoft Office Suite
- SewerCAD

Education
B.S. Civil & Environmental Engineering, University of California, Davis

Shenna Tolentino-Uon, EIT

Associate Engineer

Ms. Tolentino-Uon has over six years of experience as a design associate engineer for water and wastewater projects. Shenna's design experience includes water and wastewater hydraulic modeling and design for lift stations, force mains, gravity mains, and pipe layouts. She is also experienced with preparing hydraulic and hydrology studies, utility master plans, and complete SWPPP documentation. She is well-versed with the following software programs: AutoCAD, HydroCAD, WaterCAD, SewerCAD, HEC-RAS, GIS and Microsoft Office Suite. At MNS, Shenna is responsible for hydrology and hydraulic drainage studies, wastewater system designs and documentation, project specifications, and potable water system design. Her project experience includes:

Tapia WRF Headworks Rehabilitation, Las Virgenes Municipal Water District, Calabasas, CA
Shenna is the Associate Engineer responsible for putting together the preliminary inspection and initial assessment procedure and will be preparing construction documents consisting of Plans, Specifications, and Estimates for the proposed improvements.

City of Atascadero Sewer System Master Plan, City of Atascadero
Shenna is the Associate Engineer responsible for modeling the City's sewer system utilizing SewerCAD, which will aid in determining system deficiencies and possible Capital Improvement Projects.

Punta Gorda Sewer Siphon Design, City of Santa Barbara
The Punta Gorda Sewer Siphon design will relocate the sanitary sewer line at Punta Gorda Street in anticipation of the Sycamore Creek channel improvements and related bridge replacement project. Shenna is the Associate Engineer responsible for the sewer line siphon design including calculations, documentation, and specification.

Sewer Cost Assessment, Montecito Sanitary District
As the Montecito Sanitary District's service coverage expands, the District requires its new clients to provide a sewer project cost assessment in order to determine on-going service costs. Shenna is the Associate Engineer responsible for providing the sewer project cost assessment.

Booster Pump Stations and Lift Stations Design, Ventura County, CA
While working with WREA, Shenna was the Associate Engineer responsible for designing and sizing booster pump and lift stations for various projects in Ventura County. She managed a team of drafters and other staff to develop pump station system and piping plan and specifications.

Ventura River County Water District (VRCWD), Ojai, CA
While working with WREA, Shenna was the Associate Engineer responsible for modeling the entire water distribution system, including all pipelines, booster pump stations, valves, and storage reservoirs, using WaterCAD and managing a team of drafters and other staff to develop the utility's distribution system plan and compile the utility's Ventura County Waterworks Calculations and water system compliance report. Using the model, inadequacies in the distribution system, for domestic demand and worst case fire flow scenarios, were defined and improvements were recommended.

Ventura County Waterworks Calculations and Water System Compliance Report, Ventura County, CA
While working with WREA, Shenna was the Associate Engineer responsible for modeling water distribution systems for various small water purveyors in Ventura County. She managed a team of drafters and other staff to develop the utility's distribution system plan and compile the utility's

Shenna Tolentino-Uon, EIT

Associate Engineer

Ventura County Waterworks Calculations and water system compliance report. Using the model, inadequacies in the distribution system, for domestic demand and worst case fire flow scenarios, were defined and improvements were recommended.

Santa Barbara City College Water Distribution System Hydraulic Model, Santa Barbara, CA
While working with WREA, Shenna was the Associate Engineer responsible for modeling the water distribution system for Santa Barbara City College. Using the model, inadequacies in the distribution system, for domestic demand and worst case fire flow scenarios, were defined and improvements were recommended. She managed a team of drafters and other staff to develop the institution's distribution system plan and compile the hydraulic model report.

Residential Drainage Project, Santa Barbara, CA
Shenna is the Associate Engineer responsible for determining the site's existing and probable post-development runoff, and defining feasible drainage features for stormwater runoff and stormwater quality mitigation for a private residence in Santa Barbara.

Stormwater Compliance, Ventura County, CA
While working with WREA, Shenna was the Associate Engineer responsible for hydrology and hydraulic calculations and developing SWPPP with BMP recommendations for various projects in Ventura County. Additionally, she filed NOI's and compiled and submitted through the Water Board's SMARTS website annual and quarterly reports along with other documentation for compliance to the latest Construction General Permit.

Hydrology Studies Ventura County Watershed Protection District, Planning & Regulatory Hydrology Section, Ventura, CA
While working with VCWPD, Shenna served as the Engineer responsible for updating and reviewing existing hydrology studies for VCWPD jurisdictional channels using ArcGIS and VCRat (Ventura County Rational Method). She also provided in-house VCRat training as needed to public and staff.

Walnut Avenue Interchange Improvements at US 101, City of Greenfield
The Walnut Avenue Interchange Improvements project is in the planning stages. As part of the on-call contract, the City solicited our assistance in developing the contract documents for this project. Shenna is the Associate Engineer responsible for putting together the contract documents associated with the project.

Waste Discharge Requirements, Ventura County, CA
While working with WREA, Shenna was the Associate Engineer responsible for compiling all documentation necessary to file a complete Report of Waste Discharge for various projects in Ventura County. Once the Water Board releases a WDR, Shenna compiled and submitted quarterly and annual report for each project.

S-Graph Study for Sizing Detention Basins, Ventura, CA
While working with VCWPD, Shenna compiled a research S-Graph study to facilitate the design and sizing of VCWPD jurisdictional detention basins, in conjunction with using HEC-HMS.

Sediment Yield and Volume Calculations for Sediment Basins, Ventura, CA
While working with VCWPD, Shenna performed sediment yield and volume calculations in order to specify the amount of sediment that was needed to be dredged out for VCWPD jurisdictional basins.

4580 E. Thousand Oaks Blvd., Ste 101 / Westlake Village CA 91362
Ph. (805) 648-4840 / F. (805) 379-1718

November 25, 2013

Mr. Brett Dingman, PE
Water Reclamation Manager
Las Virgenes Water District
4232 Las Virgenes Road
Calabasas CA 91302

Regarding: Addendum to Proposal for Tapia Water Reclamation Facility – Channel Mixing Improvements

Dear Mr. Dingman,

MNS Engineers is pleased to provide this addendum to our proposal dated 6 November 2013 for the subject project. Please consider these revisions to our scope of work, schedule and fee estimate.

SCOPE OF WORK

Task Group 4 Construction Phase Services

It is our understanding District staff will provide full-time construction observation and construction management. The MNS team will provide construction phase services including: submittal review (five submittals with no more than one conforming resubmittal each); attendance at the construction kick-off meeting and two field review/progress meetings held at the site; responses to two Requests for Information; and review of one Change Order. The budget established for this Task Group will not be exceeded without written authorization. Level of effort is difficult to predict at this time and will depend on the level of experience of the contractor selected for the work, among other conditions outside our control.

Task 5 Meetings and Reports

The MNS team anticipates planning and attending a total of three meetings with District staff to review deliverables and discuss progress of the project during the preliminary engineering and design documents phases. The Project Manager and Design Engineer will also attend one meeting of the Joint Powers Authority (JPA) with the District's Board and the Board of Triunfo Sanitation District. We anticipate our role at the JPA meeting will be to provide technical support in the event any JPA Board members have questions regarding the nature of improvements. We do not anticipate preparation of a formal presentation to the JPA Board.

SCHEDULE

Based on our understanding of JPA Board Meeting dates, the following schedule is proposed. We have assumed a District review period of two weeks for each submittal.

JPA Board Approval of Contract	January 6, 2014
Notice to Proceed	January 7, 2014
Kickoff Meeting	January 8, 2014
Draft Preliminary Engineering Memorandum	January 31, 2014
Final Preliminary Engineering Memorandum	February 24, 2014
Draft Final Construction Documents	March 17, 2014
Final Construction Documents	April 18, 2014
JPA Board Call for Bids	May 5, 2014
Pre-Bid Meeting	May 13, 2014
Bids Due	May 22, 2014
JPA Board Award Construction Contract	June 24, 2014
Notice to Proceed to Contractor	July 15, 2014
Construction Complete	December 19, 2014

COST

MNS proposes to perform the scope of services described for an additional fee not to exceed $9,275 as shown in the following table. The total estimated fee is $48,205. A revised detailed breakdown is included as an attachment.

Task Group 4. Construction Phase Services	$7,440
Task Group 5. Meetings and Reports	$1,835
Subtotal	$9,275
Original Proposal	$38,930
Total	$48,205

CLOSING

We hope these adjustments meet your needs. Please contact me if you have any questions regarding this addendum at 805.692.6921.

Sincerely,

MNS Engineers, Inc.

Mark Rincón, PE
Principal Engineer, Water Resources Manager

Encl. [Copy of MNS Fee Estimate Spreadsheet]

JA:atg

DOCUMENT

MNS ENGINEERS INC

	Team Resources	Project Manager	MKN Design Engineer/Mechanical En	Associate Engineer	Administrative Assistant	Total Resource Hours	Total Resource Costs	Summary	Total Team Resource & Reimbursable Expense Costs	Total Subconsultant & Reimbursable Expense Costs	Markup on Subconsultant Fees & Reimbursable Expenses	Grand Total
	Rate	$185	$175	$125	$70							
Task Group 1 - Project Initiation and Preliminary Engineering Memorandum	TG 1							TG 1			15%	
Project Kickoff Meeting	Task 1.1	4	4			8	$1,440	Task 1.1	$1,640	$200	$30	$1,870
Draft Preliminary Engineering Memorandum	Task 1.2	2	24		2	28	$4,710	Task 1.2	$4,710	$0	$0	$4,710
Draft Bypass Specification	Task 1.3	2	8			10	$1,770	Task 1.3	$1,770	$0	$0	$1,770
Final Preliminary Engineering Memorandum	Task 1.4	2	4			6	$1,070	Task 1.4	$1,070	$0	$0	$1,070
Task Group 2 - Construction Documents	TG 3							TG 3				
Draft Final												
Draft Plans	Task 3.1	2	20	40		62	$8,870	Task 3.1	$9,070	$200	$30	$9,300
Draft Technical Specifications	Task 3.2	2	12	20		34	$4,970	Task 3.2	$5,020	$50	$8	$5,078
Final Design												
Plans	Task 3.3	2	2	4		8	$1,220	Task 3.3	$1,420	$200	$30	$1,650
Technical Specifications	Task 3.4	2	4	8	8	22	$2,630	Task 3.4	$2,680	$50	$8	$2,738
Estimates	Task 3.5	2	12	12		26	$3,970	Task 3.5	$3,970	$0	$0	$3,970
Task Group 3 - Bid-Phase Services	TG 4							TG 4				
Pre-Bid Conference	Task 4.1	2	6			8	$1,420	Task 4.1	$1,620	$200	$30	$1,850
Bid Analysis	Task 4.2	2	1	4		7	$1,045	Task 4.2	$1,045	$0	$0	$1,045
Task Group 4 - Construction Phase Services	TG 5							TG 5				
Preconstruction Conference	Task 5.1	2	4			6	$1,070	Task 5.1	$1,070	$200	$30	$1,300
Submittal Review (5)	Task 5.2	2	10			12	$2,120	Task 5.2	$2,120	$0	$0	$2,120
RFIs (2)	Task 5.3	1	4			5	$885	Task 5.3	$885			$885
Change Order (1)	Task 5.4	1	2			3	$535	Task 5.4	$535			$535
Site Visits (2)	Task 5.5	4	8			12	$2,140	Task 5.5	$2,140	$400	$60	$2,600
Task Group 5 - Meetings & Reports	TG 7							TG 7				
Meetings	Task 7.1	6	6			12	$2,160	Task 7.1	$2,960	$800	$120	$3,880
JPA Meeting	Task 7.2	3	6			9	$1,605	Task 7.2	$1,605	$200	$30	$1,835
TOTAL	Hours	43	137	88	10	**278 Hours**	**$43,630**	Sub-Total	$45,330	$2,500	$375	**$48,205**
	Cost	$7,955	$23,975	$11,000	$700							

January 6, 2014 JPA Board Meeting

TO: JPA Board of Directors

FROM: Resource Conservation & Public Outreach

Subject: Farm Sprayfield Operation and Maintenance: Renewal of Agreement

SUMMARY:

For the last three years, the JPA Board has authorized the Administering Agent/General Manager to enter into one-year contracts with W. Litten Land Preparation (Litten), in an amount not to exceed $250,000, for operation and maintenance of the JPA's farm sprayfield (Farm). Litten provides services related to effluent disposal as required by the NPDES Permit for the Tapia Water Reclamation Facility, planting and harvesting of crops for nutrient removal as required by the Part 503 of federal biosolids regulations, maintenance of catch basins to prevent offsite runoff, and general upkeep of the 75-acre Farm.

Due to Litten's familiarity with the Farm operation and continued compliance with permit requirements, staff recommends renewal for the contract another year. Litten has agreed to maintain its current pricing for the work. Attached is a copy of the draft Agreement.

RECOMMENDATION(S):

Authorize the Administering Agent/General Manager to enter into a one-year contract with W. Litten Land Preparation for operation and maintenance of the JPA's farm sprayfield in an amount not to exceed $250,000.

FINANCIAL IMPACT:

Sufficient funds are available in the adopted JPA Fiscal Year 2013-14 Budget for the first six months of the services, and funding for the remainder of the work will be included in the proposed JPA Fiscal Year 2014-15 Budget. Litten proposes to provide the services maintaining the same unit costs as for the last three years. The actual cost for Litten's services projected through the end of the current contract year is $238,614, which is less than the approved amount of $250,000. Attachment A provides a 10-year cost summary for the work.

Prepared By: Carlos Reyes, Director of Resource Conservation and Public Outreach

ATTACHMENTS:

Agreement

Cost Summary

AGREEMENT

As of January 6, 2014, **LAS VIRGENES MUNICIPAL WATER DISTRICT**, herein "DISTRICT," and **W. LITTEN LAND PREPARATION**, herein "CONTRACTOR," agree as follows:

1. Scope of Work:

   (a) This agreement sets forth the terms for the contractor to furnish **Sprayfield Operation and Maintenance Services**. The services are described on Exhibit "A".

   (b) The services required under this agreement are variable and dependent on recycled water customer demand, weather, field conditions, crop conditions, competing demands for the land, and other factors. DISTRICT is not responsible for changes in work load resulting from these variations.

   (c) CONTRACTOR assumes full responsibility for having familiarized itself with the nature and extent of the work and CONTRACTOR has visited the areas and correlated observations with the requirements of the agreement.

2. Term:

   This agreement is for one year, beginning January 6, 2014. This agreement may be extended by mutual agreement.

3. Consideration:

   (a) DISTRICT will make monthly payments to CONTRACTOR as set forth on Exhibit "B".

(b) DISTRICT shall pay CONTRACTOR upon receipt of a monthly invoice for types of work performed and hours worked. The payment will be for actual time worked as directed by DISTRICT to accomplish needed tasks. The Contractor shall present a demand for payment no later than the 25th day of the month following the month for which payment is sought. The District's check for payment shall be mailed.

   (c) DISTRICT may retain sums sufficient to cover unpaid claims. DISTRICT shall deduct from billings and shall not pay the following:

      i. Charges attributable to work that have, in the opinion of the DISTRICT, not been performed or have been improperly performed by CONTRACTOR.

      ii. Claims for extra work unless the work was approved in writing in

advance by the DISTRICT.

4. Laws and Regulations:

CONTRACTOR shall give notices required by law and comply with laws pertaining to the conduct of the work. CONTRACTOR shall exercise necessary precautions for safety and environmental protection and be in compliance with statutory and regulatory. CONTRACTOR shall comply with District policies. CONTRACTOR shall be liable for all violations of the law in connection with the work.

5. Insurance:

CONTRACTOR shall not commence work without Worker's Compensation, Employer's Liability, and Liability Insurance. Insurers must be authorized to do business and have an agent for service of process in California. Excepting only the State Compensation Insurance Fund in reference to Workers' Compensation Insurance, insurers must have an "A" policyholder's rating and a financial rating of at least Class VI in accordance with the most current Best's rating.

CONTRACTOR shall furnish proof of Crime Insurance, including Employee Dishonesty/Fidelity Coverage, to protect the District against loss by theft or mysterious disappearance of property by any of the CONTRACTOR'S employees while DISTRCT property is in the care, custody or control of the CONTRACTOR. Coverage amounts shall be not less than $25,000 per employee, or $100,000 aggregate.

Limits:

General Liability: Bodily injury coverage shall be for not less than $250,000 each occurrence and not less than $500,000 aggregate.

Property damage coverage shall be for not less than $100,000 each occurrence and $500,000 aggregate.

Personal injury coverage shall be for not less than $1,000,000 aggregate.

Bodily injury, personal injury, and property damage coverage shall be in a combined single limit of not less than $1,000,000.

Automobile Liability: Bodily injury coverage shall be for not less than $500,000 each person and not less than $1,000,000 for each accident, per each occurrence.

Property damage coverage shall be for not less than $500,000

each occurrence

or

Bodily injury and property damage coverage shall be in a combined single limit of not less than $1,000,000 for each occurrence.

Employer's Liability: Bodily injury coverage by accident shall be for not less than $1,000,000 for each employee and $1,000,000 for each accident.

Bodily injury coverage by disease shall be for not less than $1,000,000 for each employee and $1,000,000 for each disease.

Workers' Compensation: In accordance with the provisions of Section 3700 of the Labor Code, CONTRACTOR shall secure the payment of compensation to all employees. CONTRACTOR shall sign and file with the DISTRICT the following certificate prior to performing the work of this contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this contract".

As evidence of specific insurance coverage, CONTRACTOR shall provide industry-standard ACCORD forms naming the DISTRICT as additionally insured. Said coverage shall not be amended or cancelled without giving at least 30 days advance written notice to DISTRICT. A waiver of subrogation is to be included.

6. Contractor Representative:

CONTRACTOR shall maintain a local representative who can be reached during normal working hours who is authorized to discuss matters pertaining to the agreement.

CONTRACTOR shall also provide a twenty-four (24) hour per day, seven (7) days per week emergency service phone number. Within two (2) hours after a call is made requesting CONTRACTOR perform emergency services, outside of normal business hours, CONTRACTOR shall commence the required service. DISTRICT shall not be charged any additional amount for emergency services unless the services to be provided would be billed as additional work if done in the regular course of CONTRACTOR'S performance.

7. Contractor's Responsibility for Work:

CONTRACTOR shall rebuild, repair, restore, and make good all injuries, losses or damages to any portion of the work, facilities or the materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof. Where necessary to protect the work, facilities or materials from damage, CONTRACTOR shall at his expense provide suitable drainage and erect such temporary structures as are necessary to protect the work, facilities or materials from damage. The suspension of the work or the granting of an extension of time from any cause whatever shall not relieve CONTRACTOR of his responsibility for the work and materials as herein specified. In an emergency affecting the safety of life or property, including adjoining property, CONTRACTOR, without special instructions or authorizations, shall act at his discretion to prevent such threatened loss or injury.

8. Safety:

CONTRACTOR shall be solely and completely responsible for conditions of the jobsite, including safety of persons and property during performance of the work. The right of the DISTRICT'S representative to conduct review or observation of the CONTRACTOR'S performance will not include review or observation of the adequacy of the CONTRACTOR'S safety measures in, on, or near the site.

9. Contractor's Personnel:

(a) DISTRICT may require CONTRACTOR to remove from the work site(s) any employee(s) deemed, careless, incompetent, or who is an annoyance to the public.

(b) CONTRACTOR shall publish and distribute to all employees, workers and subcontractors (hereinafter worker) a statement notifying worker that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited. Any worker under the effect or residual effect of such controlled substance is considered a hazard and shall be removed from the job site immediately. This notice shall state that the worker has an obligation to abide by the terms of the agreement and to notify the CONTRACTOR in writing of any violation of a criminal drug statute occurring in the workplace or at the job site. CONTRACTOR shall notify DISTRICT of such incident and take appropriate action within thirty (30) days. CONTRACTOR is responsible to see that this requirement is included in all Subcontractor contracts.

(c) CONTRACTOR shall provide to its employees environmental, health and safety training to ensure compliance with all federal, state and local laws or regulations.

10. Assignment of Contract:

CONTRACTOR shall not assign this contract, or any right or interests hereunder, without the prior consent in writing of the DISTRICT.

IN WITNESS WHEREOF, this Agreement is executed by DISTRICT and CONTRACTOR as follows.

Las Virgenes Municipal Water District

By: _____
David W. Pedersen, Administering Agent/General Manager

Dated: _____ , 20___

W. Litten Land Preparation

By:_____
Wallace A. Litten

Dated: _____ , 20___

By:_____
W. Dean Litten

Dated: _____ , 20___

Approved as to Form:

_____
Wayne K. Lemieux, District Counsel

EXHIBIT "A"
SCOPE OF WORK

1. WORK OBJECTIVES

Disposal of surplus recycled water at the Rancho Las Virgenes Farm (Farm) is necessary during periods of low demand, from April 15 to November 15 every year, in order to meet the National Pollutant Discharge Elimination System (NPDES) permit for operation of the Tapia Water Reclamation Facility (Tapia). Partially treated wastewater or biosolids may also be disposed of at the Farm should operational emergencies or upsets occur in the wastewater treatment system. The disposal of recycled water requires the planting and harvesting of crops for nutrient removal as required by Part 503 of federal biosolids regulations, maintenance of catch basins to prevent offsite runoff and general maintenance of the Farm. The work includes furnishing labor and equipment necessary to meet these permit requirements.

2. FACILITIES DESCRIPTION

A. General

Rancho Las Virgenes Farm
3700 Las Virgenes Road
Calabasas, CA 91302

The Rancho Las Virgenes Farm comprises approximately 70 acres of generally flat fields, falling off slightly to the west for positive drainage during periods of heavy rainfall. This acreage is divided into 16 separately irrigated fields, 13 of which take water through booster pumps. The farm fields are utilized primarily for seasonal waste spray of surplus recycled water. Occasionally, one or more fields is taken out of production, prepped for injection of biosolids, and then replanted after the injection process is complete. A mixture of grasses and legumes--including oats, fescue, rye, orchard grass, clover and alfalfa--is grown as a means of nutrient and moisture uptake and erosion control. The fields are managed by a variety of methods, including green chopping, mowing, baling and discing under.

Additionally, approximately 2 acres of hillside has been developed into a field used solely for spray application of recycled water. This area is covered with native vegetation.

Soils vary from clay loam to sandy loam.

Irrigation water is non-potable water and should not be used for drinking, washing or other uses.

B. Additional Locations

The Contractor may be requested to perform similar or associated duties on other lands. The cost to complete these requested tasks shall be based upon the unit prices contained in the bid form.

C. HOURS OF WORK AND FACILITY ACCESS

As directed, the Contractor shall perform the required work primarily during the hours of 7:30 am to 5:00 p.m. Monday through Friday. Work outside of these hours may be directed by District staff, including work in the evening and over weekends and holidays. Labor and equipment requirements vary with the season. The Contractor shall be provided all necessary keys, access cards and codes required to complete the work.

3. DISTRICT/CONTRACTOR REPRESENTATIVES

The Contractor will work with one or more designated District representatives regarding the terms and conditions of the contract. The Contractor shall designate a single representative that has the authority to act for the Contractor. Directives can be either verbal or written, although all directives requiring extra work shall be in written form only. If the Contractor acts upon direction from anyone other then the representatives named by the District, they will not be entitled to additional compensation for any work that results.

4. EQUIPMENT AND LABOR

The Contractor shall at all times furnish and maintain sufficient labor and equipment to perform the work of this contract.

“To perform the work of this contract” means that the facilities, fields and equipment will be continually maintained in the most desirable of conditions, and that water application will be maximized – when directed – with zero off-site runoff.

The Contractors equipment shall be subject to the inspection and approval of the District. There are limited areas available to the Contractor for the storage and/or maintenance of equipment and materials.

5. STANDARDS OF PERFORMANCE

Irrigation is accomplished via above ground, solid-set irrigation systems constructed of District-owned steel and aluminum irrigation pipe typically arranged in a 40’ by 30’ sprinkler head spacing.

Under no circumstances can the ground be disturbed or can irrigation water be allowed

to fall within the drip-line of any oak tree.

All other portions of these specifications notwithstanding, it is agreed that the intent of this contract is to provide a level of management that will also present a pleasing and desirable appearance at all times.

The District representative:

1. Shall decide any and all questions that may arise as to claims and compensation;
2. Shall have authority to enforce and make effective such decisions and orders as the Contractor fails to promptly carry out;
3. Shall have the authority to implement alternative action either by District forces or request separate contract to accomplish the work and prevent loss or damage based upon the urgency of the conditions;
4. Shall decide any and all questions which may arise as to:
   a. The quality or acceptability of the materials furnished and the work performed.
   b. The manner of performance.
   c. The rate of performance.
   d. The interpretation of the work specifications.
   e. The acceptable fulfillment of the contract on the part of the Contractor.
5. Shall direct the work and the administration of the work.

6. MATERIALS

All materials and equipment used shall conform to District specifications.

Contractor supplied:

Caterpillar D6 dozer or equivalent
Farm utility tractors
Pick-up trucks
Flail Mower
Ring Roller
Chainsaws
Pesticide spray equipment
Weedeaters

District supplied:

John Deere 6320-L tractor
Backhoe
Crop chopper
Harvest wagon
Rotary mower

Disc
Tool bar with chisel plow attachments
PTO powered broadcast Seeder
Portable pumps – all sizes

7. TASK DESCRIPTIONS

This provides an overview of possible tasks, however, these tasks may or may not need to be accomplished, depending upon the conditions present at that time. Conditions dictating the need to perform a certain task include District recycled water customer irrigation demand, weather, sprayfield conditions, crop conditions, and competing demands for use of the land.

<u>July through August</u>

Dismantle irrigation pipe.
Manage vegetation, as directed, by any or all of the following methods
- Harvest and transport off fields
- Cut and leave on field
- Cut and disc into field

Improve drainage of fields as needed
- Rip soil to 24+ inches
- Develop and maintain farm ditches, mechanically and by hand

Prepare fields for planting as needed
- May include discing, rock removal, ring rolling

Seeding as needed
Set up irrigation pipe
Weed control on and off fields as directed

<u>September through November</u>

Operate sprayfields
- Turn water on and off, record meter readings, repair breaks, maintain equipment

Monitor field conditions to prevent runoff
Continue with vegetation and weed management

<u>December through March</u>

Dismantle irrigation pipe.
Pump catch basin water to fields
Remove plugs from catch basin drain outlets
Manage vegetation, as directed, by any or all of the following methods
- Harvest and transport off fields
- Cut and leave on field
- Cut and disc into field

Improve drainage of fields as needed
Rip soil to 24+ inches
Develop and maintain farm ditches, mechanically and by hand
Prepare fields for planting as needed
May include discing, rock removal, ring rolling
Seeding as needed
Set up irrigation pipe
Weed control on and off fields as directed

April through June

Plug catch basin outlets to storm drain system
Operate sprayfields
Turn water on and off, record meter readings, repair breaks, maintain equipment
Monitor field conditions to prevent runoff
Continue with vegetation and weed management

Year round activities

Maintain and repair farm equipment
Maintain roads and fences as needed
Maintain irrigation equipment
Valve repair, sprinkler head repair, portable pump maintenance, etc.
Develop new sprayfields if land becomes available
clearing, ripping, discing, seeding and irrigation system setup

8. FIELD CARE

The Contractor shall receive all fields, drainages, catch basins, roads and adjacent areas in good condition at the beginning of the contract. If the condition of any area found to be otherwise at the start of work, the District shall be notified in writing immediately. Necessary repairs shall not occur prior to District authorization.

At the close of the contract period, all fields, drainages, catch basins, roads and adjacent areas shall be checked by the District and shall be returned to the District in a satisfactory condition. Any area found to be in an unsatisfactory condition as a result of negligence on the part of the Contractor, as determined by the District, shall be repaired by the Contractor at no cost to the District.

9. FIELD MONITORING

The Contractor shall inspect the sprayfields daily for soil and crop condition and report any problems to the District.

10. FIELD MANAGEMENT

Fields will be managed to optimize the ability to accept irrigation water without runoff. Crops will be managed to eliminate weed populations and prevent weed invasion. Non-cultivated fields will be managed to eliminate weeds via well-timed fieldwork, as conditions permit, and to promote the growth and success of existing grasses.

The Contractor shall notify the District immediately upon discovery of damage to any fields. Costs to repair fields or replace crops damaged as a result of anything other than Contractor neglect will be borne by the District. Costs to repair fields or replace crops damaged as a result of Contractor's neglect shall be borne by the Contractor. The Contractor shall repair said damage immediately after authorization to repair has been received from the District.

11. MANAGEMENT OF ADJACENT BASINS, BERMS AND ROADS

A. BASINS

Basins will not be allowed to fill with sediments, but will always maintain an acceptable capacity below the standpipe gate to capture any excess irrigation water that might leave the field in an emergency situation.

B. BERMS

Berms will be kept clear of weeds, and managed to promote the growth of native grasses for erosion control.

C. ROADS

Roads will be kept clear of weeds and soil. Potholes and washouts will be repaired immediately.

12. EQUIPMENT AND IRRIGATION SYSTEMS CARE

The Contractor shall receive all equipment and irrigation systems in sound working order at the beginning of the contract. If the working order of any equipment or irrigation system component is found to be otherwise at the start of work, the District shall be notified in writing immediately. Necessary repairs shall not occur prior to District authorization.

Irrigation repairs and maintenance shall meet the requirements of DISTRICT and American Water Works Association standards and specifications pertaining to recycled water use. The District shall provide a copy of these standards for the Contractor to follow.

At the close of the contract period, all equipment and irrigation system components shall be checked by the District and shall be returned to the District in a satisfactory

condition. Any equipment or system component found to be faulty as a result of negligence on the part of the Contractor, as determined by the District, shall be repaired or replaced by the Contractor at no cost to the District.

13. SYSTEMS MONITORING

The Contractor shall inspect the irrigation systems continually for broken and clogged heads, malfunctioning or leaking valves, or any other conditions that hamper the correct operation of the system or reduce irrigation or result in runoff. The Contractor shall clean and adjust irrigation heads as needed for proper coverage. Authorization must be obtained from the District before proceeding with repair work.

14. EQUIPMENT AND IRRIGATION SYSTEM MAINTENANCE, REPAIR AND OPERATION

The Contractor shall notify the District immediately upon discovery of damage to equipment and/or irrigation system components. Costs to repair or replace equipment and/or irrigation system components deteriorating due to normal wear and tear or that have been damaged by vandalism will be borne by the District. Costs to replace equipment and/or irrigation system components which have deteriorated or been damaged as a result of Contractor's neglect shall be borne by the Contractor. The Contractor shall repair said damage as soon as possible after authorization to repair has been received from the District.

Any damages resulting from a failure of the Contractor to promptly report or repair equipment or irrigation system problems will require Contractor to make repairs at his own expense. All replacement of equipment parts and irrigation system components shall be original equipment types where known. All substitutions for replacement equipment and components shall be approved by the District prior to performing the work.

Irrigation shall be performed by the use of manually operated irrigation systems. The Contractor will ensure uniform coverage of the irrigated areas by the irrigation system.

All damages to public or private property, as well as any fines levied against the District as a result of excessive irrigation water or irrigation water run off shall be charged against the contract payment unless the Contractor makes immediate reparation to the satisfaction of the District.

EXHIBIT "B"
SPRAYFIELD PROGRAM SERVICES
UNIT COSTS

	Unit Cost[1] per Hour
D-6 9U with operator	63.00
50 HP wheel tractor with operator	43.00
Pickup trucks	8.00
Disc	9.50
Ring Roller	3.00
Box Scraper	5.00
Flail Mower	16.00
Chainsaw	3.25
Weedeater	3.25
Labor – Unskilled	19.80
Labor – Skilled	24.20
Foreman	26.40
Operator only for district-supplied equipment	42.35
Supervisor	39.05
Labor – Unskilled: Overtime	7.50
Labor – Skilled: Overtime	11.00
Foreman: Overtime	12.00
Operator only for district-supplied equipment: Overtime	18.00
Supervisor: Overtime	17.50

[1]Units include all overhead costs.

COST	2004	2005	2006	2007*	2008**	2009	2010	2011	2012	2013 Budget	2013 Actual	2014 Requested
Rancho Las Virgenes Farm												
W. Litten	$ 224,176	$ 203,877	$ 229,932	$ 244,408	$ 251,550	$ 192,742	$ 232,163	$ 236,964	$ 236,118	$ 250,000	$ 238,614	$ 250,000
District	$ 27,850	$ 18,947	$ 24,546	$ 25,410	$ 20,557	$ 37,892	$ 43,584	$ 44,455	$ 42,718	$ 35,000	$ 40,459	$ 40,000
Subtotal	$ 252,026	$ 222,824	$ 254,478	$ 269,818	$ 272,106	$ 230,634	$ 275,747	$ 281,419	$ 278,836	$ 285,000	$ 279,073	$ 290,000
King Gillette Ranch												
W. Litten	$ 121,187	$ 121,787	$ 127,950	$ 99,474	$ 58,902	$ -	$ -	$ -	$ -	$ -	$ -	$ -
District	$ 11,510	$ 12,680	$ 17,669	$ 12,139	$ 2,969	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lease	$ -	$ -	$ 391,000	$ 264,000	$ 132,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal	$ 132,697	$ 134,467	$ 536,620	$ 375,613	$ 193,870	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Summary												
W. Litten	**$ 345,362**	**$ 325,664**	**$ 357,883**	**$ 343,882**	**$ 310,451**	**$ 192,742**	**$ 232,163**	**$ 236,964**	**$ 236,118**	**$ 250,000**	**$ 238,614**	**$ 250,000**
District	$ 39,360	$ 31,626	$ 42,216	$ 37,549	$ 23,525	$ 37,892	$ 43,584	$ 44,455	$ 42,718	$ 35,000	$ 40,459	$ 40,000
Lease	$ -	$ -	$ 391,000	$ 264,000	$ 132,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total	$ 384,722	$ 357,291	$ 791,098	$ 645,431	$ 465,976	$ 230,634	$ 275,747	$ 281,419	$ 278,836	$ 285,000	$ 279,073	$ 290,000

*reduced King Gillette operation
**no King Gillette operation

EFFLUENT DISPOSAL (mg)	2004	2005	2006	2007*	2008**	2009	2010	2011	2012		2013	2014
Farm	64	49	68	90	37	53	97	75	87		50	
King Gillette	47	41	98	78	0	0	0	0	0		0	
005	22	39	67	33	41	210	175	181	117		12	

January 6, 2014 JPA Board Meeting

TO: JPA Board of Directors

FROM: Finance & Administration

Subject: Budget Planning Calendar for Fiscal Year 2014-15

SUMMARY:

Staff will provide an overview of the Budget Planning Calendar for Fiscal Year 2014-15.

RECOMMENDATION(S):

Receive and file.

Prepared By: Joseph Lillio, Interim Director of Finance & Administration

ATTACHMENTS:

FY 2014-15 Budget Planning Calendar

Las Virgenes Municipal Water District
FY 2014-15 Budget Planning Calendar

Date Scheduled	Date Completed		BM - Board Meeting BW - Board Workshop
1/6/2014		BM	JPA Budget Process review - distribute Budget Planning Calendar
1/14/2014		BM	Budget Process review - distribute Budget Planning Calendar
1/22/2014			Budget Kickoff Meeting w/staff Distribute Budget Manual YTD reports through December available
1/28/2014		BM	Financial Status Report - Second Quarter
2/3/2014		BM	Financial Status Report JPA - Second Quarter
2/3/2014			Draft 5-year IIP published
2/10/2014			JPA Budget submissions due to Administering Agent
2/10/2014			FY2013-14 estimated actuals/FY2014-15 proposed budget to Accounting, including CIP project budgets
		BW	Strategic Plan Workshop Review FY2013-14 accomplishments, propose Action Plan for FY2014-15 Financial Policies Reviewed
		BW	Budget Workshop Review Staffing requirements Discuss funding of OPEB liability
2/18/2014			Line item explanations to Accounting
2/28/2014		BM	IIP to LV Board for review
2/27/2014			Draft budgets (LV & JPA) to departments
3/3/2014		BW BM	Budget Workshop - JPA IIP Review - JPA
3/10/2014			Dept comments on drafts back to Accounting, including CIP budget comments
3/11/2014		BM	Strategic Plan and Action Plan update approval
3/20/2014			Drafts to Departments, GM & TSD staff Figures ready for Working Capital schedule
4/2/2014			Meetings with GM/Department staff, TSD staff
4/7/2014			Budget Letter, Goals, Objectives due to Accounting
4/7/2014			Final Department changes to Accounting, including CIP changes
4/14/2014			Distribute Preliminary Budgets (LV & JPA)
4/22/2014		BM	Financial Status Report - 3rd Quarter LV Preliminary Budget to Board
5/5/2014		BM	Financial Status Report JPA - Third Quarter JPA Preliminary Budget to Board
5/8/2014			Final changes to Accounting, including CIP - Typos/error correction only Figures ready for Working Capital schedule
5/12/2014			Final drafts to General Manager
5/13/2014		BM	Potable Water, Recycled Water, Sanitation Master Plans approval
5/27/2014		BM	LV Budget Adoption
6/2/2014		BM	JPA Budget Adoption

January 6, 2014 JPA Board Meeting

TO: JPA Board of Directors

FROM: Facilities & Operations

Subject: Lost Hills Overpass Recycled Water Main Relocation: Engineering Design Services

SUMMARY:

The City of Calabasas plans to replace the Lost Hills Overpass to improve mobility and safety by reducing existing and forecasted traffic congestion on U.S. 101. An existing 10-inch recycled water pipeline owned by the JPA crosses the freeway via the bridge and will need to be relocated. The City's consulting engineer prepared a preliminary design, showing the installation of 530 feet of 10-inch recycled water main in the new overpass. The JPA coordinated with the City on the preliminary design to work out objectives and requirements for the relocation. However, the JPA must perform the detailed, final design work for the relocation.

AECOM submitted a proposal to complete the detailed, final design of the recycled water main relocation in the amount of $45,826. AECOM's engineering services include design work for demolition of the existing 10-inch pipeline, installation of a replacement pipeline within the new bridge and a second casing for a future pipeline.

RECOMMENDATION(S):

Accept the proposal from AECOM for engineering design services for the Lost Hills Overpass Recycled Waterline Relocation Project in the amount of $45,826 and authorize the Administering Agent/General Manager to execute a professional services agreement with AECOM to perform the work.

FINANCIAL IMPACT:

The adopted JPA Fiscal Year 2013-14 Budget provides funding in the amount of $355,000 for this project under CIP No. 10540.

DISCUSSION:

The City's consultant, Parsons Corporation, will coordinate with Caltrans, the JPA, and the JPA's consultant to finalize the design for the overpass replacement including relocation of the JPA's recycled water main. Previously, Parsons, AECOM and LVMWD successfully worked together to complete the design for the Reyes Adobe Bridge Waterline Project. Staff believes the most efficient way to complete the final design is to work collaboratively with the existing team for the bridge construction that includes the City's consultant, the bridge design engineer, and Caltrans staff. Since AECOM was LVMWD's pipeline design engineer for the Reyes Adobe overpass, they will utilize the similar design features that were developed and previously approved by Caltrans. The design documents prepared by AECOM will be incorporated into the bid package for the City's project.

Prepared By: Lindsay Cao, P.E., Associate Engineer

ATTACHMENTS:

Lost Hills Bridge Replacement

AECOM
1220 Avenida Acaso
Camarillo, CA 93012

(805)388-3775 tel
(805)388-3577 fax

December 13, 2013

Lindsay Chao, P.E.
Las Virgenes Municipal Water District
4232 Las Virgenes Road
Calabasas, CA 91302

Subject: Reclaimed Water Line Relocation
Lost Hills Road at Route 101 Bridge Replacement
Proposal for Engineering Services

Dear Lindsay:

This letter transmits our proposal for Engineering Design Services for the reclaimed water line relocation required for the Lost Hills bridge replacement being pursued by Caltrans. AECOM proposes to provide Engineering Services as detailed in the attached Scope of Work **(Exhibit A)**. This Scope of Work is based on our understanding of the project.

AECOM proposes to provide these services on a time-and-materials basis, utilizing the rates from our 2014 On-Call Fee Schedule for Professional Services **(Exhibit B).** To furnish these services, AECOM recommends an authorization of $45,826 for these services, as shown in the enclosed Fee Estimate **(Exhibit C)**.

We appreciate the opportunity to provide this proposal to the District, and look forward to working together. Please do not hesitate to contact me should you require additional information.

Sincerely,

AECOM Technical Services, Inc.

Ryan Gallagher, PE
Project Manager

Tim Joyce, PE
District Manager

Enclosure: Exhibit A – Scope of Work
Exhibit B – 2014 On-Call Fee Schedule for Professional Services
Exhibit C – Engineering Fee Estimate

LAS VIRGENES MUNICIPAL WATER DISTRICT

Recycled Water Line Relocation
Lost Hills Road at Route 101 Bridge Replacement
Scope of Work

BACKGROUND

The Joint Powers Authority (JPA) of Las Virgenes Municipal Water District (District) and Triunfo Sanitation District owns and operate transmission pipelines that deliver recycled water to various users in Ventura and Los Angeles Counties. A 10-inch pipeline owned by JPA currently crosses the Ventura Freeway (U.S. Route 101) at the Lost Hills Road bridge crossing. Caltrans has plans to replace the bridge at the same location. The subject project is for engineering services to provide design documents for the demolition of the existing 10-inch pipeline, the installation of a replacement pipeline within the new bridge to be constructed and a secondary casing for a future pipeline expansion for the District (size not yet determined).

The City of Calabasas' Consultant has prepared a preliminary design concept (Drawing U-5) showing the removal and replacement of approximately 530 feet of 10-inch steel pipeline, with portions passing 265 feet of a 16-inch steel casing. Pipe connections would be in Lost Hills Road within the earthen abutments on each side of the existing and new bridges. Coordination with the District and City of Calabasas is expected in the preliminary design phase, to work out objectives and requirements for the replacement. The City's Consultant representing the project is the Parsons Corporation. Their Project Manager is Eric Spangler. Coordination with Caltrans is anticipated to be by the Master Design Engineer or the Parsons Corporation. The current concept shows both the carrier pipe and the casing having two vertical deflections. The bends could preclude sliding the carrier pipe in or out of the casing and could be problematic if repairs were ever required. The general project schedule, the duration of the allowed shutdown and the potential need for a temporary bypass should also be topics for coordination prior to initiating final design.

The design would provide detail and requirements for the following items:

- Removal of the existing pipeline along with sealing the pipe to remain during the interim period,
- Pipeline and casing installation, including casing insulators, A second casing will be included to allow for a future additional pipeline crossing,
- Anchoring of the casing to the bridge (i.e. beams, steel straps, pipe hangers),
- Pipe abutment structures enclosing flexible pipe joints,
- Air release and isolation valve(s)

It is anticipated the design documents will be incorporated into the bidding documents for the Caltrans General Project and work will be conducted under the Caltrans' front end documents. It is also assumed, that the drawings and technical specifications will be prepared as a separate package for attachment to the general project.

The Schedule for the Master Project is such that 65% plans for the road and landscaping work were submitted on November 27th and 65% Bridge Plans will be submitted at the end of this month. The next submittal of the Master Project will be the 95% submittal. Approval of the plans and specifications is anticipated to occur by March 2014 and the project will bid by June 2014.

Submittals for the Design Plans will be submitted to the City of Calabasas' Design Consultant for processing through Caltrans.

SCOPE OF SERVICES

TASK 100 – PROJECT MANAGEMENT, MEETINGS AND QA/QC

Task 110 – Project Management

Overall project management, which includes supervision of in-house staff, planning and monitoring of contract budget and schedule, and coordination with the District and AECOM's project team will be conducted by the AECOM Project Manager (PM). The PM will review the status of budget, schedule, and relevant project issues with the Districts' project manager on a bi-weekly basis via email or telephone.

Task 120 – Project Meetings

AECOM has included three (3) meetings as part of our scope of services. The following meetings are included:

1. Preliminary Design Meeting (PM only)

Preliminary design issues will be discussed and coordinated with the Parson Corporation Project Manager, the District and the AECOM design team. A data request will be submitted to the District two weeks prior to the Preliminary Design Meeting. The data request will include the following items:

- Record drawings for the 10-inch pipeline including the pipeline crossing of the existing Lost Hills Road bridge.
- Current Master Project Design Plans in CAD and PDF format as follows:
  - Plans, sections, profiles and details showing the existing pipeline and Master Project
  - Survey base files (including the benchmark and basis of bearing)
  - Utility Base Files
  - Project Title block (Caltrans)
  - Geotechnical reports
  - Project schedule

The following items will be discussed at the Preliminary Design Meeting:

- Review of the 65% road, landscaping and bridge plans
- Schedule
- Duration of the 10-inch recycled water line being out of service and whether a bypass is required
- Access of the pipe for future repairs
- Second casing for a future additional pipeline
- Updated of Master Project information requested for the kick-off
- Standards Limitations and requirements for the crossing design (i.e. space, weight, containment of leakage)
- Contracting arrangements (Separate Package)

2. 65% Design Meeting with LVMWD (PM only)

The 65% Design Meeting will be for the purpose of discussing the project design relative to the overall 65% design of the Master Project. If plan corrections for the 65% Master Design Project are available, AECOM will review these comments as provided by the City of Calabasas Design Consultant.

3. 95% Design Meeting with LVMWD and Project Team (PM only)

The 95% Design Meeting will be for the purpose of reviewing and coordinating the project design to verify that it is coordinated with the 95% Master Project Design.

AECOM will prepare and distribute meeting agendas two working days prior to scheduled meetings and will also record and distribute meeting minutes to all attendees no later than five working days following the meeting. The meeting minutes will document the discussions and decisions made.

Task 130 – Consultant Coordination

AECOM has included time for coordination with the City's Project Management Consultant and Huitt Zollars, the Design Engineer. The parties include the City of Calabasas, along with their engineers, consultants and representatives. Such coordination is anticipated to include sharing data, responding to comments and supporting the District in obtaining encroachment permits. Coordination directly with Caltrans is not anticipated.

Task 140 – QA/QC

AECOM will provide senior technical review and implement our quality assurance and quality control (QA/QC) measures throughout the project.

TASK 200 – Preliminary Design

AECOM will prepare and distribute meeting agendas two working days prior to scheduled meetings and also record and distribute meeting minutes to all attendees no later than five working days following the meeting. The meeting minutes will document the discussions and decisions made.

Task 210 – Review Utility Research Mapping Data

AECOM will use the utility base files prepared by the City of Calabasas' design Consultant for final design of the water pipeline. It is understood that the City's Consultant has conducted utility searches and has conducted design level due diligence in preparing the utility base maps. AECOM will rely on information gathered by the City's Consultant for the project. This includes main line facilities such as water, sewer, gas, oil, telephone, and electrical. No independent field inspection or potholing will be conducted for locating existing underground utilities. This proposal assumes information and maps for utilities in the vicinity of the work will be provided by the City of Calabasas. AECOM will rely upon this information in the design of the project.

Task 220 – Basis of Design Technical Memorandum

The purpose of the Basis of Design Technical Memorandum (TM) will be to further define key project elements before initiating the final design effort. This document should document the consensus of the coordination with the District and Caltrans. This is expected to include a 30% design (Pipe Removal and Pipeline Plan), pipe size and material, specification outline and preliminary opinion of cost estimate and pipe support approach.

A PDF will be provided to the District. The TM is expected to be 4-6 pages in length, inclusive of drawings.

TASK 300 –DETAILED DESIGN

Task 310 –Design Drawings

Drawings will be prepared at a scale of 1"=40'. Following completion and acceptance of the preliminary design study, AECOM will proceed with drawing preparation. The following is an anticipated list of drawings that will be incorporated into the Master Project.:

Sheet No.	Sheet Name	Description
1	D-01	Pipeline Removal Plan and Details
2	P-01	Pipeline Plan and Profile
3	PD-01	Abutment Vault
4	PD-02	Casing Details
5	PD-03	Pipe Details

Task 320 – Specifications

AECOM will provide technical specifications for the water pipeline portion of the Master Project only. The specifications will be incorporated by others into the Master Project bid documents. AECOM will utilize District standard pipeline specifications, where applicable.

Specifications will be prepared in MS Word, using AECOM-proprietary standards, and CSI numbering system. AECOM will review applicable Caltrans technical standards with District staff and determine any specific modifications as may be requested.

Task 330 – Design Review Submittals

Submittal	Drawings	Specifications	Opinion of Cost	No. of Copies
TM	See Task 220	Outline	Preliminary	PDF
65%	Plans, Sections, and Most Details	Draft	-	PDF
95%	All	Final Draft	-	5
FINAL	Bid ready	Bid Ready	Final	1 Bound 1 Unbound for reproduction

Drawings will be prepared on 24" x 36" sheet size with 22" x 34" trim lines (for half size printing to 11" x 17").

Task 340 – Engineer's Opinion of Probable Construction Cost

Prepare opinion of probable construction costs at the TM and FINAL completion stages.

SCHEDULE

AECOM will complete the TM within three (3) weeks of the kick-off meeting and receipt of the noted As-built records and general project information, and will complete the Detailed Design work under this agreement within 14 weeks of TM final approval, provided one week District review time of deliverables.

AECOM shall not be responsible for delays due to causes beyond AECOM's reasonable control. In the case of any such delay, the time of completion shall be extended accordingly. In the event that AECOM's services hereunder are by delayed by DISTRICT or others for a period in excess of six (6) months, AECOM's compensation shall be subject to renegotiation.

COMPENSATION

AECOM will be compensated on a time-and-materials basis in accordance with the rates set forth in **Exhibit B**. A new authorization of $45,826 will be provided for the work. See the attached Engineering Fee Estimate (**Exhibit C**). This authorization will not be exceeded without written approval by DISTRICT.

SPECIAL PROVISIONS

Reuse: Any reuse of Design Professional prepared Work, except for the specific purposes intended hereunder, will be at District's sole risk and without liability or legal exposure to Design Professional or its subconsultants.

Safety: District agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the Project, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours. Design Professional shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, as these are solely the responsibility of the construction contractor. Design Professional shall not have the authority to stop the work of the construction contractor. In no event shall Design Professional be liable for the acts or omissions of any construction contractors, their subcontractors, any of their agents or employees, or any other persons or entities performing any work related to this project, or for the failure of any them to carry out construction work under contract with the District.

Contractor Indemnification / Additional Insured Status: District agrees to obtain and maintain for the benefit of Design Professional the same indemnities and insurance benefits obtained for the protection of District from any contractor or subcontractor working on the project and shall obtain from that contractor or subcontractor insurance certificates evidencing Design Professional as an additional named insured.

Entitled to Rely: Consistent with the professional standard of care and unless otherwise specifically provided herein, Design Professional shall be entitled to rely upon the accuracy of data and information provided by District or others without independent review or evaluation.

Opinions of Construction Cost: Any Opinion of the Construction Cost prepared by Design Professional represents its judgment as a design professional and is supplied for the general guidance of District. Since Design Professional has no control over the cost of labor and material, or over competitive bidding or market conditions, Design Professional does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to District.

Hazardous Materials: Notwithstanding anything in this Agreement, Design Professional shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure to persons to hazardous materials in any form, at the Project Site.

CADD: The documents, drawings, specifications, and electronic information/data, including computer aided drafting and design ("CADD"), prepared by AECOM pursuant to this agreement are not intended or represented to be suitable for reuse by the District or others on extensions of the Project or on any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from AECOM will be at the District's sole risk and without liability to AECOM. The District assumes full responsibility for such changes unless the District has given AECOM prior notice and has received from AECOM written consent for such changes. Electronic data delivered to the District is for the District's convenience and shall not include the professional stamp or signature of an engineer or architect. The District agrees that AECOM shall not be liable for claims, liabilities, or losses arising out of, or connected with the decline of accuracy or readability of electronic data due to inappropriate storage conditions or duration.

Assumptions:

- As noted above, it is anticipated the design documents (drawings and specifications) will be incorporated into the Appendix of the bidding documents of the Master Project. The design drawings will be a separate plan set with individual sheet numbering.
- Work will be conducted under the Caltrans' front end documents.
- Caltrans (or others) will reproduce and distribute drawings and specifications to bidders.
- Agreements with Caltrans or the City of Calabasas will be by the District.
- All permitting services will be completed by the District or others with AECOM's support as noted.

- The District and Caltrans are self-permitting agencies, no building and safety plan checks are anticipated for the recycled water line relocation.
- Design Drawings will be prepared using Autocad
- Metric Units will not be provided
- Inspection of the work will be by the District
- Bypass pipeline design is not anticipated
- General site work requirements will be covered by others in the general project including:
  - Traffic Control
  - Survey
  - SWPPP and drainage requirements
  - Right of Way
  - Utility search
  - Geotechnical investigations
  - Contractor permits/licenses
  - Other special conditions.

SPECIAL ENGINEERING SERVICES

- All engineering work to be performed by AECOM cannot be defined in detail at this time. Additional engineering work related to the project, and not included in the above scope of work may be needed during the project. Such work is classified as Special Engineering Services. These additional tasks could include the following:
- Engineering Services during bidding and construction.
- Preparation for and attendance at meetings or other tasks associated with the project, but not specifically defined as Planned Engineering Services.
- Management or participation in neighborhood meetings or other public relations activities, not described herein.
- Procurement of Permits.

AECOM

AECOM
FEE SCHEDULE FOR PROFESSIONAL SERVICES
(Las Virgenes Municipal Water District)
Effective January 1, 2014 – January 1, 2015

Engineers, Planners, Architects, Scientists:

Student Assistant	$ 73.00 per hour
Assistant I	$ 96.00 per hour
Assistant II	$ 109.00 per hour
Associate	$ 130.00 per hour
Senior I	$ 149.00 per hour
Senior II	$ 174.00 per hour
Principal	$ 212.00 per hour
Company Officer	$ 219.00 per hour
Special Consultant	$ 165.00 per hour

Construction Administration Personnel:

Resident Project Representative	$ 107.00 per hour
Senior Resident Project Representative	$ 122.00 per hour
Resident Engineer	$ 147.00 per hour

Technical Support Staff:

Clerical/General Office	$ 69.00 per hour
Administrative Specialist	$ 80.00 per hour
Drafter/CADD Technician	$ 72.00 per hour
Assistant CADD Operator	$ 82.00 per hour
Designer/CADD Operator	$ 96.00 per hour
Senior Designer/Design CADD Operator	$ 109.00 per hour
Design/CADD Supervisor	$ 121.00 per hour

General Project Expenses [1/]	8.5% of Labor (Reduced to 4% for CPS)

Direct Project Expenses

Color Reproduction (letter size / ledger size)	$1.15/1.50 per page
Plan Sheet Printing - In House Bond/Vellum/Mylar	$3.00/4.00/7.00 per sheet
Subcontracted Services/Reproduction	Cost + 15%
Subcontracted or Subconsultant Services	Cost + 15%
Auto Mileage for Construction Phase Services	$0.60 per mile
Travel & Subsistence (other than mileage)	Cost
Miscellaneous Materials	Cost + 15%
Cybernet Modeling	$20.00 per hour

If authorized by the Client, an overtime premium multiplier of 1.5 may be applied to the billing rate of hourly personnel who work overtime in order to meet a deadline which cannot be met during normal hours.

Applicable sales tax, if any, will be added to these rates. Invoices will be rendered monthly. Payment is due upon presentation. A late payment finance charge of 1.5% per month (but not exceeding the maximum rate allowable by law) will be applied to any unpaid balance commencing 30 days after the date of the original invoice.

1/ Includes mail, telephone, fax, office photo copies, personal computers and mileage (except as noted).

CPS = Construction Phase Services (construction administration)

Project Budget

Recycled Water Line Relocation
Los Hills Road at Route 101 Bridge Replacement

Las Virgenes Municipal Water District

Task Description	Personnel Hours						Budget		
	Principal	Senior II	Assistant I	CADD	Administrative Specialist	Total Hours	Labor	Non-Labor Fee	Total
Task 100 - Project Management, Meetings and QA/QC									
Task 110 - Project Management		8			4	12	$ 1,668	$ 142	$ 1,810
Task 120 - Project Meetings (3)		12			6	18	$ 2,502	$ 213	$ 2,715
Task 130 - Consultant Coordination		12	8		4	24	$ 3,132	$ 266	$ 3,398
Task 140 - QA/QC	12					12	$ 2,544	$ 216	$ 2,760
Subtotal	**12**	**32**	**8**	**-**	**14**	**66**	**$ 9,846**	**$ 837**	**$ 10,683**
Task 200 - Preliminary Design									
Task 210 - Review Utility Research Mapping Data			4	4		8	$ 868	$ 74	$ 942
Task 220 - Basis of Design Technical Memorandum	2	4	12	8	4	30	$ 3,516	$ 299	$ 3,815
Subtotal	**2**	**4**	**16**	**12**	**4**	**38**	**$ 4,384**	**$ 373**	**$ 4,757**
Task 300 - Detailed Design									
Task 310 - Design Drawings (4)	16	20	40	80		156	$ 20,392	$ 1,733	$ 22,125
Task 320 - Specifications	4	2	16		8	30	$ 3,284	$ 279	$ 3,563
Task 330 - Design Review Submittals	2		4	4	8	18	$ 1,844	$ 157	$ 2,001
Task 340 - Engineer's Opinion of Probable Construction Cost	4	2	12		2	20	$ 2,486	$ 211	$ 2,697
Subtotal	**26**	**24**	**72**	**84**	**18**	**224**	**$ 28,006**	**$ 2,381**	**$ 30,387**
Total	**40**	**60**	**96**	**96**	**36**	**328**	**$ 42,236**	**$ 3,590**	**$ 45,826**

Personnel Category	$/HR
Principal	$212.00
Senior II	$174.00
Assistant I	$96.00
CADD	$121.00
Administrative Specialist	$69.00

ITEM 5D

January 6, 2014 JPA Board Meeting

TO: JPA Board of Directors

FROM: General Manager

Subject: Solar Generation Project: Application of Energy Savings

SUMMARY:

On June 4, 2013, the JPA Board directed staff to recommend a method to apply the expected energy cost-saving the JPA will realize as the result of the operation of the Solar Generation Project. Staff prepared three potential methodologies to apply the cost-savings and discussed them with TSD's District Manager. Based on those discussions, staff recommends that the application of the energy cost-savings to offset the JPA's expenses for treatment reclamation (sanitation).

RECOMMENDATION(S):

Approve the application of energy cost-savings realized as a result of the operation of the Solar Generation Project to offset the JPA's expenses for treatment reclamation (sanitation).

FINANCIAL IMPACT:

The Solar Generation Project is expected to result in a near-term energy cost-savings of approximately $122,000 per year. The JPA's expenses for treatment reclamation (sanitation) would be reduced by this amount, resulting in an allocation of the annual cost-savings to LVMWD and TSD in the amounts of 86,132 (70.6%) and 35,868 (29.4%), respectively.

DISCUSSION:

Background:

On April 1, 2013, the JPA Board authorized the Administering Agent/General Manager to execute Solar Power Purchase and Performance Guarantee Agreements with SolarCity Corporation for a new one megawatt solar array. The Agreements enable the JPA to purchase power generated by the project at a rate of 10.5 cents per kWh with no escalation for a 20-year period, which is estimated to result in an annual near-term cost savings of $122,000 for the JPA. As designed, the power produced by the solar array will be supplied to the JPA's Recycled Water Pump Station via a newly constructed transmission line.

Problem Description/Statement:

As designed, the lower-cost power produced by the solar array will be physically supplied to the Recycled Water Pump Station and, therefore, reduce the overall operating cost of the facility. Since the Recycled Water Pump Station is primarily utilized to pump wholesale recycled water throughout the JPA's transmission system, the decrease in operating cost for the facility will effectively drive the wholesale rate of recycled water down. TSD currently has a contract with Calleguas Municipal Water District (CMWD) to supply recycled water to Calleguas at a maximum rate of 5% higher than the JPA's wholesale recycled water rate. As a result, a reduction in the wholesale recycled water rate would result in reduced revenue to TSD. CMWD has indicated that the loss in revenue could be used to fund recycled water extensions in the TSD service area. The challenge is to determine an approach to apply the cost-savings that will be realized due to the availability of lower-cost solar power such that the benefits are accrued equitably to both JPA partners.

Option No. 1:

Apply the annual solar savings first to pumping operations for disposal that is budgeted in the Sanitation Treatment business unit and then to the Recycled Water Pump Station (wholesale recycled water).

Option No. 2:

Apply the annual solar savings to the JPA's Recycled Water and Sanitation Enterprises in proportion to the amount of electricity utilized by the enterprises.

Option No. 3 (recommended):

Apply all of the annual solar savings the JPA's Sanitation Enterprise. Effectively, the lower-cost power generated by the solar facility would be purchased by the JPA Sanitation Enterprise for use in the treatment of wastewater at the Tapia Water Reclamation Facility.

Prepared By: David W. Pedersen, Administering Agent/General Manager

INFORMATION ONLY

January 6, 2014 JPA Board Meeting

TO: JPA Board of Directors

FROM: Resource Conservation & Public Outreach

Subject: Landscape Maintenance Services: Agreement with Villa Esperanza Services

Las Virgenes-Triunfo Joint Powers Authority approved funding for this matter in the Joint Powers Authority Budget. The Las Virgenes Municipal Water District, as the administering agent, authorized the General Manager to execute a one-year agreement with two (2) one-year renewal options for VES to provide landscape maintenance services in the amount of $4,783.00 per month, including $3,096.32 per month for JPA-owned facilities, at its November 12, 2013 regular Board meeting.

SUMMARY:

Villa Esperanza Services (VES) is a non-profit organization that provides programs to give developmentally-disabled individuals a chance to learn and work as productive members of the community. VES employees provide services including janitorial work, beach maintenance, moving, and vending and food preparation services. Notable VES clients include major supermarket chains, The Home Depot, Mann Theaters, PetSmart, and many other smaller companies. The VES crews always work under full supervision.

For the past nine years, VES has provided landscape maintenance services at various sites including those owned by the JPA. The appearance of the grounds at the Tapia Water Reclamation Facility and Rancho Las Virgenes Composting Facility has continued to result in compliments from visitors. The performance of VES has exceeded staff's expectations.

On November 12, 2013, the LVMWD Board authorized the General Manager to execute a one-year agreement with two (2) one-year renewal options for VES to provide services in the amount of $4,783.00 per month, equal to their fee for the last three years. The portion of this amount for JPA facilities is $3,096.32 per month.

FINANCIAL IMPACT:

Sufficient funds are available in the adopted JPA Fiscal Year 2013-14 Budget for the JPA's share of these services.

Prepared By: Carlos G. Reyes, Director of Resource Conservation and Public Outreach

INFORMATION ONLY

January 6, 2014 JPA Board Meeting

TO: JPA Board of Directors

FROM: General Manager

Subject: Seasonal Storage for Recycled Water: Triunfo Sanitation District Participation

SUMMARY:

At its regular meeting on December 16th, the Triunfo Sanitation District (TSD) Board approved a motion to participate in LVMWD's proposed seasonal storage project for recycled water and to pay LVMWD $59,294.69, TSD's proportionate share of the net project costs to-date, in Fiscal Year 2014-15. The motion was approved on a 3-2 vote with Directors Michael Paule and Steven Iceland opposing the action. Director Paule expressed a need to establish "guiding principles" for the seasonal storage effort prior to TSD approving participation. Director Iceland expressed concern with the potential impact of the payment for TSD's proportionate share of the project costs to-date on TSD's sewer rates.

Staff is currently working on preparation of a draft action plan and timeline for design and construction of a recycled water seasonal storage reservoir. In light of the discussion by TSD's Board, staff will propose draft guiding principles for the JPA Board to consider as a component of the action plan and timeline. Also, future actions and updates on the effort, which will now be treated as a JPA project, will be brought to the JPA Board.

Prepared By: David W. Pedersen, Administering Agent/General Manager

ITEM 9B