



Agenda

San Miguel Community Services District

Equipment & Facilities Committee Meeting

Friday, November 4, 2016

1:30 PM

SMCSD Boardroom 1150 Mission St. San Miguel, CA 93451

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

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

Public Comment: When public attendance is over ten (10) persons, the following policies will go into effect: Any person wishing to address the Board or Standing Committee, please complete a "Request to Speak" form located at the podium in the boardroom in order to address the Board of Directors on any agenda item. Comments are limited to three minutes, unless you have registered your organization with CSD Clerk prior to the meeting.

If you wish to speak on an item not on the agenda, you may do so under "Oral Communications." Any member of the public may address the Board of Directors on items on the Consent Calendar. Please complete a "Request to Speak" form as noted above and indicate which item number you wish to address.

Meeting Schedule: Regular Board of Director meetings are generally held on the fourth Thursday of each month at 7:00 P.M in the CSD boardroom. Agendas are posted on the CSD's website at: www.sanmiguelcsd.org

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

- | | | |
|------------|-----------------------------|----------------|
| I. | Call to Order | 1:30 PM |
| II. | Pledge of Allegiance | |

III. Roll Call **Directors:** Kalvans _____ **Reuck** _____

IV. Oral and Written Communications:

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

V. AGENDA

1. Review and Discuss a Sole Source Award for Engineering Design Work related to SLT Blending Well Line proposed as a 2016-17 CDBG grant funded water quality improvement project

Staff Recommendation: Review and Discuss a proposed sole source award for Engineering Design services to Wallace Group as District Engineer and make a recommendation to the Board of Directors.

2. Review and Discuss District Capital and Fixed Asset Guidelines

Staff Recommendation: Review and Discuss existing District Capital and Fixed Asset Guidelines.

3. Review and Discuss of current status of water lines on 10th and 11th Streets as potential replacement capital project.

Staff Recommendation: Review and Discuss a Staff analysis and report on status of 10th and 11th Street water lines as a capital improvement project

VI. COMMITTEE COMMENTS:

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

ADJOURNMENT

Time: _____

ATTEST:

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

I, Tamara Parent, Account Clerk/Operations Coordinator of San Miguel Community Services District, hereby certify that I caused the posting of this agenda at the SMCSO office on October 28, 2016.

Date: October 28, 2016

Tamara Parent

Tamara Parent, Account Clerk/Operations Coordinator



San Miguel Community Services District Equipment & Facilities Committee Staff Report

November 4, 2016

AGENDA ITEM: V. 1

SUBJECT: Review and Discuss a Sole Source Award for Engineering Design Work related to SLT Blending Well Line proposed as a 2016-17 CDBG grant funded water quality improvement project.

STAFF RECOMMENDATION:

Review and Discuss a Sole Source Award to Wallace Group for Engineering Design Work related to the SLT Blending Well Line CDBG water quality improvement project.

BACKGROUND:

This requested item was also reviewed by Finance & Budget Committee at its October 25, 2016 meeting. The Committee continued the item in order to get some additional information related CDBG process, Utility Services crew capability to do some or most of the work and any implications that might affect the CDBG grant monies allocated for this project. This additional information will be provided to them at their scheduled November 8th meeting.

The District adopted Purchasing Policies in early 2015, which allow for procurement of professional services based on qualifications. The specific policy sections that are applicable are stated herein:

“Section 6.0 PROFESSIONAL SERVICES

The procurement of professional services shall be based on qualifications. Such professional services shall include, but not be limited to, those provided by:

engineers, management services for construction projects, architects, urban planners, geologists, hydrologists, land surveyors, landscape architects, rate consultants and assayers, real estate appraisers, licensed environmental assessors and ecologists, accountants and providers of financial services, actuaries, personnel and insurance consultants, psychologists, medical doctors, entertainers and performers, claims consultants, and attorneys at law.

If the cost of the work to be performed is of an estimated value in excess of \$10,000, the Manager shall obtain the approval of the Board of Directors prior to issuing a purchase order pursuant to Section 4.0.

If the cost of the work to be performed is estimated to not exceed \$10,000, the Manager may issue a purchase order pursuant to Section 4.0 without Board of Directors concurrence, unless the Manager determines that such services warrant a Board concurrence prior to award.”

“Section 7.0 SOLE SOURCE VENDORS

In the case of sole source vendors, quotation and bid requirements may be waived by the Manager and/or the Board of Directors when in his/her/their judgment the District is best served by a particular vendor.

A purchase order and a written explanation for justification of sole sourcing shall be submitted to the Manager and/or the Board of Directors for approval. If approved, a copy of the written explanation shall be attached to the copy of the purchase order.”

This CDBG project is a water quality improvement project that will tie-in the SLT well water to the East side reservoir tank with a direct service line. This direct line will facilitate the blending of two water supplies, the SLT and other well water with higher water quality (less arsenic and nitrate constituents) which by blending achieves lower arsenic and other constituents' ppm levels

Sole Source Justification:

The proposal by Wallace Group was submitted in response as ongoing work that they had already performed for this CDBG project including funding application. Wallace Group has compiled preliminary data for the Blending Well line project in past years and would use much of it to perform these service.

The scope of service is provided on the attached scope of services and cost proposal presented by Wallace Group for consideration. It should also be pointed out that these services and costs have been modified to reduce costs and more precisely identify the services needed. Any other tasks needed will be done by District staff unless technical, such as a biological report or other similar technical/environmental documents needed by the CDBG process.

One task that the District will assume throughout this project is more project management and construction coordination functions as well as CDBG documentation. To the extent that geotechnical or survey work & services may be needed for the project, the District will procure those services separately.

Wallace Group can proceed with scope of work once the Board approves a contract and authorizes the issuance of purchase order for said services. Wallace Group will be providing technical engineering design services, including construction drawings coordination with District and County staff and provide engineering support during construction phase. The cost for these services is proposed at a not-to-exceed \$18,123.

Staff believes the sole source procurement of these services as proposed by Wallace Group is warranted given their ongoing work with the CDBG funding process, knowledge and background for this specific water quality improvement project

Fiscal Impact:

The total proposed cost of \$18,123 is proposed as an appropriation from Water Capital Reserves.

Staff Recommendation:

Staff recommends that the Committee approve, and recommend to the Board, the award of a sole source contract purchase with a not-to-exceed appropriation of \$18,123 from Water Capital Reserves.

PREPARED BY:

Kelly Dodds

APPROVED BY:

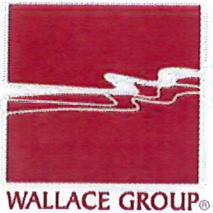
Darrell Gentry

Kelly Dodds, Utility Supervisor

Darrell W. Gentry, General Manager

Attachment: SLT Blending Well Line Design proposal by Wallace Group

September 27, 2016



Mr. Darrell Gentry, General Manager
San Miguel Community Services District
PO Box 180
San Miguel, California 93451

Subject: SLT Blending Well Design CDBG

Dear Mr. Gentry:

Wallace Group appreciates the opportunity to provide you with our updated proposal for engineering services for the above referenced project. Based on our discussion, and prior request to modify this letter proposal, the following Scope of Services has been prepared for your consideration. This updated letter proposal is the third edition of this proposal; the initial letter proposal was submitted in December 2015, then was subsequently revised in August 2016 to delete the surveying component. This third edition now addresses additional comments by the District received on September 22, 2016.

PROJECT UNDERSTANDING

The San Miguel CSD (District) currently owns and operates an existing 300-gpm potable water well, located in the San Lawrence Terrace area of the San Miguel CSD service area, on Martinez Drive. This existing water well is one of three potable water wells serving the entire San Miguel CSD service area. Shortly after the well was constructed and started up in 2006, the arsenic levels gradually rose and exceeded the State and Federal primary maximum contaminant level (MCL) of 10 parts per billion (ppb). Arsenic levels in the District's water well have stabilized in the 12 ppb to 15 ppb range. The Division of Drinking Water (formerly California Department of Public Health (CDPH)) regulates the community's water system, and has allowed the District to operate this well under the condition that residents be notified of the arsenic issue, and that water distribution system monitoring be conducted to verify the arsenic levels, once introduced into the water system, are at or below the primary MCL of 10 ppb. DDW is requiring that the District implement a well/tank blending project, to better blend the "arsenic water" from the well with the distribution system water held in the San Lawrence Terrace (SLT) tank, a 50,000-gallon potable water tank in close proximity to the SLT well. The project will include the following:

- Construct a dedicated 8-inch diameter feed line, from the SLT well head, to the SLT tank, with an approximate length of 600 LF (see Exhibit 1);
- Extend this pipeline to the top of the SLT tank, penetrate the tank to provide a separate tank fill line with air gap separation (currently, the tank has a single fill/draw line at the bottom of the tank that does not afford adequate mixing capability), repair and re-coat tank at penetration;
- Provide new level transducer at well site, to monitor tank level (discharge pressure at well pump) and control well pump on/off operation.

CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

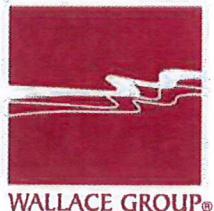
WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us



SCOPE OF SERVICES

Wallace Group will provide the following services:

Task 1: Plans and Specifications

We will provide internal coordination of the proposed services, including coordination of the design effort with District staff. This will exclude all direct coordination with the County. Direct coordination and communication with local property owners on which the existing tank lies, existing and proposed water lines, will be provided by the District.

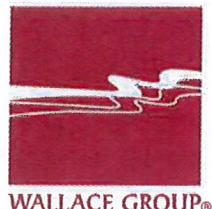
CDBG Documentation. Throughout the course of the Project, Wallace Group will maintain electronic copies of key documents generated by Wallace Group during the course of design phase. The District will be responsible for collection and providing the County with all CDBG documents during the design phase that are not part of Wallace Group's design services, and all documents related to bidding and construction phases. Key Wallace Group CDBG documents will be sent individually as they are generated, to the District as part of the District's files.

Design Review. Wallace Group will receive written comments from the District at the 50% and 90% completion levels, and will incorporate comments into the updated design packages.

Field Review. We will receive the base map/topographic files from San Miguel CSD, review the information, and request any additional survey, topographic and utility information deemed necessary to complete the design. We will conduct field reconnaissance of the project area and pipeline alignment, to be used for design purposes. We will coordinate with District staff for access permission in the area of the new pipeline alignment and the tank site. We will rely on District provided records to identify any known/existing utilities in the area, depiction of right of way, and existing easements for the tank site.

We will prepare detailed design for the Project, providing 50%, and 90% design review packages. At these two milestones, Wallace Group will also provide estimates of probable construction cost. The design will include plan and profile views of the new pipeline, with elevation/invert callouts where required. The plan and profile sheet will be at 1"=20' scale (two plan "strips" per sheet); thus, we envision two plan sheets plus an estimated two detail sheets. County Public Works Standards (2014) will be referenced to the extent possible, and including San Miguel CSD revisions. The design effort will include the preparation of plans, technical specifications (book specifications will be minimized to the extent possible), and Engineer's Estimate of Probable Construction Cost. Elements of the design will include:

- Approximately 600 LF of 8-inch PVC C900 Class 150 water main, including PVC conduit for signal wire for tank level control.
- Tie-in details at the SLT well site.
- Piping penetration at existing SLT tank, including tank penetration and coating repairs. NOTE: Since Wallace Group will not be providing survey, we will rely on the District to provide confirmed elevation for tie-in to the water storage tank, above overflow elevation.
- Level transducer will be specified, and including PVC conduit noted above. Programming of tank on/off to level control will be performed by others (TESCO).



Front End Specifications. Wallace Group will prepare the front-end documents for publicly bid projects, complying with the CDBG/Federal requirements.

Technical specifications will be limited to Division 01 (general) specifications prepared in CSI 2014 format, focusing on general construction requirements for permitting, mobilization, erosion and dust control, temporary water and sanitation facilities, and other general requirements of the Contractor. We will also include development of the measurement and payment section, and recommendations and layout of the bid schedule.

Deliverables:

- 50% and 90% Submittals. One (1) full-size set plans, one (1) half-size set plans, one (1) hard copy Front-end and Technical Specifications, one (1) hard copy Engineer's Estimate (including Bid Schedule), one (1) PDF of all documents
- Final Bid Documents. One (1) full-size wet-signed bond set of plans, one (1) "camera-ready" wet-signed copy of Technical Specifications, one (1) hard copy Engineer's Estimate, one (1) PDF of all documents

Task 2: Bid Phase Services. This is proposed to be a time and materials task, performed on an as-requested basis by District staff.

The District will take the lead role during the bidding phase, and will advertise for bids, maintain the bidders' list, disseminate bid documents and addenda to prospective bidders, conduct pre-bid meeting, conduct public bid opening, review and evaluate bid responsiveness, recommend award of contract to successful bidder. Wallace Group will provide limited bid phase services when requested, including:

- Responding (to the District) to RFIs during bidding
- Preparing technical portion of Addenda for dissemination by District staff

Deliverables:

- Electronic PDF copies of RFI responses and addenda

Task 3: Engineering Support During Construction

The District will take the lead role during the construction phase. The District will coordinate the pre-construction meeting, and provide overall construction administration services. Wallace Group will provide limited construction phase services including:

- Submittal Reviews (piping, valves and fittings, tank tie-in and repair details, SLT Well tie-in details, level transducer)
- Preparation of record drawings, based on Contractor-provided field markups

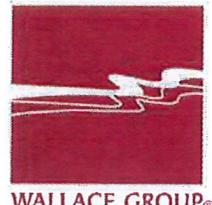
Deliverables:

- Electronic PDF copies of RFI responses, submittal reviews
- Record Drawings, one (1) electronic PDF copy, two (2) bond copies

Task 4: Field Visits and Responding to RFIs During Construction

This is proposed to be a time and materials task, performed on an as-requested basis by District staff. The District will take the lead role during the construction phase. The District will coordinate the pre-construction meeting, and provide overall construction administration services. Wallace Group will provide the following services if requested by the District, including:

- Responding (to the District) to RFIs during construction
- Periodic Site Observations (two (2) site visits at District request)



ADDITIONAL SERVICES

At your request, additional services to the Scope of Services will be performed by Wallace Group following the signature of our Contract Amendment or the initiation of a new contract.

Wallace Group can provide the following services upon request:

- Pothole coordination services

TO BE PROVIDED BY THE CLIENT

- A copy of the grant deed or grant of easement creating the tank site and well sites APN's 027-251-016 and 015, if available
- Topographic survey, easement descriptions if any
- Coordination with SLO County DPW staff
- Coordination during the bid phase and construction phase
- CDBG Documentation - Design documents related to services/activities not provided by Wallace Group, all CDBG documentation during bid and construction phases.
- Preparing and disseminating addenda during bidding.
- Utility research
- Existing waterline marked in field
- Access (and access coordination) to the well site, the tank site, and in-between

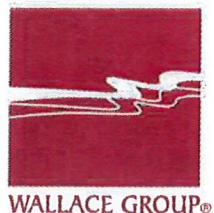
ITEMS NOT INCLUDED IN SCOPE OF SERVICES

The following services are not included in this Scope of Services or estimate of fees:

- Potholing
- Setting monuments, Record of Survey
 - CDBG Documentation - Design documents related to services/activities not provided by Wallace Group, all CDBG documentation during bid and construction phases.
 - Coordination during the bid phase and construction phase
- On-site project meetings
- Utility Research
- Topographic Surveying
- Assembling and Organizing CDBG Documents
- Geotechnical services
- Bid phase services noted to be provided by the District, in Task 2.
- SWPPP Preparation
- CEQA/NEPA Environmental Compliance

PROJECT FEES

Wallace Group will perform the services denoted in Tasks 1 and 3 of the proposed Scope of Services in accordance with the attached Standard Billing Rates (Exhibit A). These services will be invoiced monthly on an accrued cost basis, and our total fees, including reimbursables will not exceed our estimated fee of \$15,032 without receiving written authorization from the Client.



On a Time-and-materials basis, and as requested by the Client, Wallace Group will provide services for Task 2 and 4, for an estimated budget of \$3,091.

The following summarizes the Task Fee breakdown:

Task 1 Plans and Specifications	12,416
Task 2 Bid Phase Services (T&M)	1,672
Task 3 Engineering Support During Construction	2,616
Task 4 Field Visits and RFIs (T&M)	1,419
TOTAL:	\$18,123

The CDBG grant application budget, for comparison purposes, was as follows:

CDBG Task	Grant Budget, \$	Wallace Group Proposal, \$
Survey & Geotechnical	10,000	0
Engineering	12,500	\$12,416
Project & CM	7,500	\$5,707
Task Total:	\$29,500	\$18,123

TERMS AND CONDITIONS

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, the attached Standard Terms and Conditions (Exhibit B) are considered a part of our proposal agreement. If this proposal meets with your approval, please sign where indicated and return one original to our office, which will serve as our notice-to-proceed.

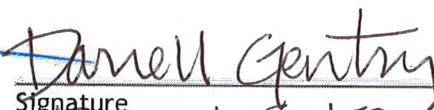
We want to thank you for this opportunity to present our proposal for civil engineering services. If you would like to discuss this proposal in greater detail, please feel free to contact me.

Sincerely,

WALLACE GROUP, a California Corporation

TERMS AND CONDITIONS ACCEPTED:


Steven G. Tanaka, PE C49779, CSI, CCS
Principal Civil Engineer
612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us


Signature _____
Printed Name _____
Title _____
Date _____

Attachments
sr: PP15-5649, 2014, std
Exhibit A
Exhibit B

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.



Standard Billing Rates

Exhibit A

Engineering, Design & Support Services:

Assistant Designer/Technician	\$ 65
Designer/Technician I - IV	\$ 70 - \$100
Senior Designer I - III.....	\$138 - \$148
GIS Technical Specialist	\$130
Senior GIS Technical Specialist.....	\$145
Associate Engineer I - II	\$ 90 - \$100
Engineer I - IV.....	\$135 - \$150
Senior Engineer I - III	\$155 - \$170
Director	\$170
Principal Engineer.....	\$182
Principal	\$190

Support Services:

Office Assistant	\$ 50
Project Assistant I - III	\$ 70 - \$ 86

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$300 an hour. As authorized in advance by the Client, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- delivery/copy services
- sub-consultant services
- mileage (per IRS rates)
- agency fees
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis in accordance with this Fee Schedule. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

Right to Revisions:

Wallace Group reserves the right to revise this Schedule of Fees on an annual basis, personnel classifications may be added as necessary.

Exhibit B
Standard Terms and Conditions
Wallace Group Proposal No. PP15-5649
Contract Agreement Date: September 27, 2016

CLIENT: SAN MIGUEL COMMUNITY SERVICES DISTRICT
PO Box 180, San Miguel, California 93451

CONSULTANT: WALLACE GROUP, A CALIFORNIA CORPORATION
612 Clarion Court, San Luis Obispo, California 93401

CLIENT and CONSULTANT agree that these Standard Terms and Conditions, comprised of pages 1 through 6, and the associated written Scope of Services and budget constitute the entire Agreement between the CLIENT and the CONSULTANT. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the CLIENT and the CONSULTANT.

ARTICLE 1. GENERAL PROVISIONS

1.1 Preamble

This Agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the CLIENT and the CONSULTANT, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and each will cooperate in the common endeavor of the contract.

1.2 Governing Law and Jurisdiction

The CLIENT and the CONSULTANT agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of California. It is further agreed that any legal action between the CLIENT and the CONSULTANT arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in San Luis Obispo, California.

1.3 Precedence of Conditions

Should any conflict exist between the terms herein and the form of any purchase order or confirmation issued, the Terms and Conditions herein shall prevail in the absence of CONSULTANT'S express written consent of others conditions.

1.4 Standard of Care

In providing services under this Agreement, the CONSULTANT will endeavor to perform said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

1.5 Corporate Protection

It is intended by the parties to this Agreement that the CONSULTANT'S services in connection with the Project shall not subject the CONSULTANT'S individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a California corporation, and not against any of the CONSULTANT'S individual employees, officers or directors.

1.6 Confidentiality

The CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than the CONSULTANT'S employees, Subconsultants and the general Contractor and Subcontractors, if appropriate, any data or information not previously known to and generated by the CONSULTANT or furnished to the CONSULTANT and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the CONSULTANT to defend itself from any legal action or claim.

1.7 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and CONSULTANT agree to require a similar provision in all contracts with Contractors, Subcontractors, Subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

1.8 Timeliness of Performance

The CLIENT and CONSULTANT are aware that many factors outside the CONSULTANT'S control may affect the CONSULTANT'S ability to complete the services to be provided under this Agreement. The CONSULTANT will perform these services with reasonable diligence and expediency consistent with sound professional practices.

1.9 Severability

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.10 Survival

Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.11 Statutes of Repose and Limitation

All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the CONSULTANT'S services are completed or terminated.

1.12 Defects in Service

The CLIENT shall promptly report to the CONSULTANT any defects or suspected defects in the CONSULTANT'S services of which the CLIENT becomes aware, so that the CONSULTANT may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all Contractors in its CLIENT/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT'S Contractors or Subcontractors to notify the CONSULTANT shall relieve the CONSULTANT of the costs or remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

1.13 Jobsite Safety

Neither the professional activities of the CONSULTANT, nor the presence of the CONSULTANT or its employees or Subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, constructions means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with contract documents and any health or safety precautions required by any regulatory agencies. The CONSULTANT and its personnel have no authority to exercise any control over any construction Contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT'S contract with the General Contractor. The CLIENT also agrees that the CLIENT, the CONSULTANT and the CONSULTANT'S Subconsultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor's policies of general liability insurance.

1.14 Assignment: Subcontracting

Neither CLIENT nor CONSULTANT shall assign its interest in this agreement without the written consent of the other. CONSULTANT may not subcontract any portion of the work to be performed hereunder without such consent.

1.15 Force Majeure

Any delay or default in the performance of any obligation of CONSULTANT under this agreement resulting from any cause(s) beyond CONSULTANT'S reasonable control shall not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

1.16 Disputes

(a) Notwithstanding any other provision of this Agreement and except for the provisions of (b) and (c), if a dispute arises regarding CONSULTANT'S fees pursuant to this contract, and if the fee dispute cannot be settled by discussions between CLIENT and CONSULTANT, both the CLIENT and CONSULTANT agree to attempt to settle the fee dispute by mediation through the American Arbitration Association (or other mediation service) before recourse to arbitration. If mediation does not resolve the fee dispute, such dispute shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

(b) Subdivision (a) does not preclude or limit CONSULTANT'S right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) does not preclude or limit CONSULTANT'S right to elect to perfect or enforce applicable mechanics lien remedies.

1.17 Attorneys' Fees

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

1.18 Services by CLIENT

CLIENT shall pay all other charges not specifically covered by the terms of this agreement, unless specifically included in the Scope of Services. The CLIENT shall furnish, at the CLIENT'S expense, all information required by this Agreement. The CONSULTANT may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

1.19 Retention

If any portion of CONSULTANT'S fee is held in retention, such amount shall be released within thirty days after invoicing for completion of corresponding services. Interest shall be paid at the rate of 1.5% per month on any retention amounts not paid within this thirty-day period.

ARTICLE 2. DEFINITIONS

2.1 Burdened Labor Costs

Burdened labor costs shown on the Standard Billing Rates include payroll taxes, worker's compensation insurance, and other overhead costs applicable to the typical standard of care.

2.2 Direct Expenses

Expenditures made by the CONSULTANT, its employees or its Subconsultants in the interest of the Project. Applicable reimbursable direct expenses are defined on the Standard Billing Rates.

ARTICLE 3. COMPENSATION

3.1 Payment Due

Invoices shall be submitted by the CONSULTANT monthly, are due upon presentation and shall be considered past due if not paid in full within thirty (30) days of the invoice date.

3.2 Interest

If payment in full is not received by the CONSULTANT within thirty (30) calendar days of the invoice date, the invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

3.3 Collection Costs

If the CLIENT fails to make payments when due and the CONSULTANT incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to the CONSULTANT. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable CONSULTANT staff costs at Standard Billing Rates for the CONSULTANT'S time spent in efforts to collect. This obligation of the CLIENT to pay the CONSULTANT'S collection costs shall survive the term of this Agreement or any earlier termination by either party.

3.4 Termination or Suspension of Services

This agreement may be terminated or suspended by either party effective seven (7) days from the date of written notice, or if the CLIENT suspends the work for three (3) months. Upon receipt of a notice of termination or suspension, CONSULTANT will stop or suspend its work and provide same direction for the work of all its Subcontractors and suppliers. Failure of CLIENT to make payments when due shall be cause for suspension of services or ultimately, termination, unless and until CONSULTANT has been paid in full all amounts due for services, expenses and other approved related charges. CONSULTANT shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension or termination caused by any breach of this Agreement by the CLIENT. Upon payment-in-full by the CLIENT, CONSULTANT shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any reasonable time and expense necessary for the CONSULTANT to resume performance.

3.5 Retention Discounts

Payment of invoices shall not be subject to any discounts or retention by the CLIENT, unless agreed to in writing by the CONSULTANT. Payment to the CONSULTANT for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

3.6 Satisfaction with Services

Payment of any invoice by the CLIENT to the CONSULTANT shall be taken to mean that the CLIENT is satisfied with the CONSULTANT'S services to the date of payment and is not aware of any deficiencies in those services.

3.7 Disputed Invoices

If the CLIENT objects to any portion of any invoice, the CLIENT shall so notify the CONSULTANT in writing within ten (10) days of receipt of the invoice. The CLIENT shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within thirty (30) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within forty-five (45) calendar days in

accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the CLIENT on all disputed invoice amounts that are subsequently resolved in the CONSULTANT'S favor and shall be calculated on the unpaid balance from the invoice date.

3.8 Payments to the CONSULTANT

Payments to the CONSULTANT shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the CLIENT of offsetting reimbursement or credit from other parties who may have caused additional services or expenses. No withholdings, deductions or offsets shall be made from the CONSULTANT'S compensation for any reason unless the CONSULTANT has been found to be legally liable for such amounts.

3.9 Advance Payment: Withholding Work Product

CONSULTANT reserves the right to require payment in advance for work estimated to be done during a given billing period. CONSULTANT, without any liability to CLIENT, reserves the right to withhold any services and work products herein contemplated pending payment of CLIENT'S outstanding indebtedness or advance payment as required by CONSULTANT. Where work is performed on a reimbursable basis, budget may be increased by amendment to complete the Scope of Services. CONSULTANT is not obligated to provide services in excess of the authorized budget.

ARTICLE 4. SERVICES, ADDITIONAL SERVICES, AND AMENDMENTS

4.1 Definitions

Services and work products not expressly included with those specified in this agreement, as determined by CONSULTANT, are not covered by this agreement. Such services and work products will be provided only upon compliance with the procedures set forth in Article 4.5 of this Agreement.

4.2 Services During Construction

Any construction inspection or testing provided by CONSULTANT is for the purpose of determining the Contractor's compliance with the functional provisions of the project specifications only. CONSULTANT in no way guarantees or insures Contractor's work nor assumes responsibility for methods or appliances used by the Contractor for job site safety or for Contractor's compliance with laws and regulations. CLIENT 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 responsibility shall be continuous and not be limited to normal working hours.

4.3 Soil Testing

CONSULTANT makes no representations concerning soil conditions, and is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing. It is the CLIENT'S responsibility to obtain a soils report upon which report CONSULTANT can rely.

4.4 Opinion of Probable Construction Costs

In providing opinions of probable construction cost, the CLIENT understands that the CONSULTANT has no control over cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the CONSULTANT'S opinions of probable construction costs are made on the basis of the CONSULTANT'S professional judgment and experience. CONSULTANT makes no warranty, express or implied, that bids or negotiated cost of the Work will not vary from the CONSULTANT'S opinion of probable construction cost.

4.5 Budget Adjustment

Additional services or work products requiring an adjustment of CONSULTANT'S original estimated budget or fixed fee will be provided at CLIENT'S request upon execution of a written amendment to this agreement expressly referring to the same and signed by both parties.

ARTICLE 5. TERMINATION OF AGREEMENT

5.1 Due to Default

This agreement may be terminated by either party upon seven (7) days written notice should the other party fail to substantially perform in accordance with this agreement through no fault of the party initiating the termination.

5.2 Without Cause

This agreement may be terminated by CLIENT upon at least fourteen (14) days written notice to CONSULTANT in the event that the project is abandoned.

5.3 Termination Adjustment: Payment

If this agreement is terminated through no fault of the CONSULTANT, CONSULTANT shall be paid for services performed and costs incurred to the termination notice date, including reimbursable expenses due, plus an additional amount not to exceed ten percent (10%) of charges incurred to the termination notice date to cover services to orderly close the work and prepare project files and documentation, plus any additional direct expenses incurred by CONSULTANT including but limited to cancellation fees or charges. CONSULTANT will use reasonable efforts to minimize such additional charges.

ARTICLE 6. LIMITATION OF LIABILITY: WAIVER: WARRANTY

6.1 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the CONSULTANT to the CLIENT shall not exceed \$50,000.00, or the CONSULTANT'S total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

6.2 Contractor and Subcontractor Claims

The CLIENT further agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT and the CONSULTANT's officers, directors, partners, employees and Subconsultants to all construction Contractors and Subcontractors on the Project for any and all claims, losses, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the CONSULTANT and the CONSULTANT's Subconsultants to all those named shall not exceed \$50,000.00, or the CONSULTANT's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

6.3 Warranty

CONSULTANT makes no warranty, either express or implied, as to CONSULTANT'S findings, recommendations, specifications, or professional advice, except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the Scope of Services, compensation, schedule, allocation of risks or other material terms of this Agreement, the CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the CLIENT of the changed conditions necessitating renegotiation, and the CONSULTANT and the CLIENT shall promptly and in good faith enter into renegotiations of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination Provision hereof.

If the Scope of Services pursuant to this agreement does not include on-site construction review, construction management, or other construction supervision for this project, or if subsequent to this agreement CLIENT retains other persons or entities to provide such services, CLIENT acknowledges that such services will be performed by others and CLIENT will defend, indemnify and hold CONSULTANT harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of CONSULTANT; and from any and all claims arising from or resulting from clarifications, adjustments, modifications, discrepancies or other changes necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of CONSULTANT.

6.4 Interpretation

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary responsibility, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the CONSULTANT'S sole or gross negligence or the CONSULTANT'S willful misconduct. The parties also agree that the CLIENT will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suites against other parties who may join the CONSULTANT as a third-party defendant. "Parties" means the CLIENT and the CONSULTANT, and their officers, directors, partners, employees, Subcontractors and Subconsultants.

6.5 Delays

The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT'S control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the CLIENT of the CLIENT'S Contractors or CONSULTANT'S; or discovery of any hazardous substances or differing site conditions.

ARTICLE 7. HAZARDOUS WASTE MATERIALS

7.1 Liability

CONSULTANT hereby states and CLIENT hereby acknowledges that CONSULTANT has no professional liability insurance for claims arising out of the performance of or failure to perform professional services, including, but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing substances including, but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as

would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Accordingly, the CLIENT hereby agrees to bring no claim for negligence, breach of contract indemnity or otherwise against the CONSULTANT, its principals, employees, and agents if such claim, in any way, would involve the CONSULTANT'S services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous waste materials. CLIENT further agrees to defend, indemnify and hold harmless CONSULTANT, its officers, directors, principals, employees and agents from any asbestos and/or hazardous waste material related claims that may be brought by third parties as a result of the services provided by the CONSULTANT pursuant to this agreement except claims caused by the sole negligence or willful misconduct of the CONSULTANT.

ARTICLE 8. OWNERSHIP AND REUSE OF DOCUMENTS

8.1 CONSULTANT Ownership

All original papers, documents, drawings, electronic media and other work product of CONSULTANT, and copies thereof, produced by CONSULTANT pursuant to this agreement shall remain the property of CONSULTANT and may be used by CONSULTANT without the consent of CLIENT. Upon request and payment of the costs involved, CLIENT is entitled to a copy of all papers, documents and drawings provided CLIENT'S account is paid current.

8.2 Document Reuse

In the event the CLIENT, the CLIENT'S Contractors or Subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans specifications or other construction documents prepared by the CONSULTANT without obtaining the CONSULTANT'S prior written consent, the CLIENT shall assume full responsibility for the results of such changes. Therefore the CLIENT agrees to waive any claim against the CONSULTANT and to release the CONSULTANT from any liability arising directly or indirectly from such changes. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any Subcontractors of any tier from making any changes or modifications to the CONSULTANT'S construction documents without the prior written approval of the CONSULTANT and further requires the Contractor to indemnify both the CONSULTANT and the CLIENT from any liability or cost arising from such changes made without proper authorization.

8.3 Electronic Media Alteration and Reuse

Because CADD information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, CONSULTANT reserves the right to remove all indicia of its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by CONSULTANT in CADD form only for information and use by CLIENT for the specific purpose for which CONSULTANT was engaged. Said materials shall not be used by CLIENT, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended by CONSULTANT without CONSULTANT'S express written permission. Unauthorized modification or reuse of the materials shall be at CLIENT'S sole risk, and CLIENT agrees to defend, indemnify, and hold CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized modification or use of these materials.



San Miguel Community Services District Equipment & Facilities Committee

Staff Report

November 4, 2016

AGENDA ITEM: V. 2

SUBJECT: Review and Discuss District Capital and Fixed Assets Guidelines

STAFF RECOMMENDATION:

Review and Discuss Capital and Fixed Assets Guidelines used to specify and identify all fixed and capital assets of the District.

BACKGROUND:

This item has also been reviewed and discussed by the O & P Committee at its September 9, 2016 meeting. There was no action or recommendation given by that Committee. This request is to conduct a similar review by the E & F Committees as a “knowledge-building” activity for this Committee to be used for knowing how the District, by administrative action, meets the requirement for cataloguing capital and fixed assets.

District staff has used the following Guidelines established administratively and by specific Purchasing Policy requirements to identify and catalogue capital and fixed assets greater in value than \$100.00. The value threshold was established by administrative action some years ago and should be reviewed at this time for possible adjustment. This threshold value seems to have been established when lower cost basis was evident. In today’s market, a more realistic value might be \$500.00. This limit would result in deleting listed item that are being done for anything valued at \$100.00 or more, designed to be in service longer than one year.

When the District purchases a new fixed or capital item, vehicle or equipment, such as the new copier/printer machine, the following measures are administratively done:

- 1) A photo is taken, stored and catalogued.
- 2) Item and equipment are identified and tagged by internal metallic, tamper-proof sticker (containing: San Miguel CSD 805-467-3300 and a District inventory number). Next, staff lists, on appropriate administrative logs, the asset by product, serial or vin number, District ID, purchase value and date of service or installation and listed on the District list of capital

and fixed assets inventory. Vehicles are assigned a separate number according to its use as a utility or fire vehicle.

(Note: publication of this capital and fixed assets listing is not done as a part of a public document and should be considered confidential and protected information due to potential identity theft situations or other similar criminal activities. As a result, it is not intended to be provided with this guideline review by the Committee.)

- 3) If a vehicle is purchased, in addition to listing the vin number, the vehicle is identified by the existing stamped or permanent vin with no added District sticker id. Stickers are usually placed in a spot which is not easily exposed to undue wear and able to be discovered in the event of a need to identify it. Each vehicle is registered to the District. All vehicle information, such as year, make, model and vin, is recorded. Vehicle is also listed on the Vehicle Replacement Evaluation/Assessment list for future reference.
- 4) All other purchased items are listed on the Depreciation Schedule, if the value is greater than \$1,000.00, for appropriate accounting/auditing purposes.
- 5) Equipment, such as radios, generators and other similar items that are assigned to a vehicle are given an inventory number and recorded as described above. If a piece of equipment is integrated into a vehicle and cannot be easily removed, then it is not given a separate inventory number but is instead associated with the specific vehicle.

These guidelines are known and used by appropriate staff. These guidelines are basic and can be expected to evolve as circumstances and situations change over time.

FISCAL IMPACT:

There is no cost associated with this review of Capital and Fixed Assets Guidelines.

ACTION DISCUSSION:

Staff recommends that the Committee review and discuss.

PREPARED BY:

Darrell W. Gentry

General Manager



San Miguel Community Services District Equipment & Facilities Committee

Staff Report

November 4, 2016

AGENDA ITEM: V. 3

SUBJECT: Review and discuss the current status of water lines on 10th and 11th streets as well as potential replacement options.

STAFF RECOMMENDATION:

Review and discuss the current condition of water lines on 10th and 11th streets as well as potential replacement options for those lines

BACKGROUND:

11th Street

On September 9th, the District was alerted to a possible water leak on 11th street just east of the railroad tracks. After excavating the site, we found one leak on a 1940's era steel water line at the end of a corrugated steel sleeve. The steel water line is encased in a corrugated steel sleeve and extends beneath the railroad right-of-way. After patching that leak, District Utility Services crew also discovered a second leak on the same line, west and closer to the rail right-of-way. After exposing that leak, during the attempt to do repairs, a new leak developed and repaired. A determination was made that the best course of action was to replace the entire section (21') of the steel water main that was exposed at that point as the entire length was showing signs of imminent failure.

After removing and replacing the section we extracted the water line from the sleeve and found that almost everywhere that the water line was touching the sleeve it had damage and was showing signs of failure.

It can be inferred from this repair that the entire length under the railroad right-of-way and tracks may be in the same condition. An observation of the existing water main condition shows that the entire length (approximately 170') could fail at any time due to same deterioration. Staff is convinced that there are leaks in other locations which are not yet evident.

Photographs of the existing water main and casing conditions are attached to this report.

10th Street

On September 7th, District Utility Services crew also discovered a main leak at the intersection of 10th and Mission Streets. Repairs were delayed until September 20th when a contractor could excavate the site. This delay was possibly due to old concrete highway was in that location. This material would require additional equipment to perform excavation work. The District's purchase of a mini-excavator had not arrived yet.

After site excavation of this location, the same 1940's era steel pipe in a corrugated steel sleeve (same conditions as the water main crossing at 11th Street and the railroad line) was discovered by Utility crew. At this location, the water line is also touching the corrugated steel sleeve and shows signs of failure. This length of pipe travels under Mission street from west to east (approximately 100'). It is safe to assume the entire length is likely in the same poor condition and possible failure(s) could occur.

Photographs of the existing water main and casing conditions are attached to this report.

Recommended Repair Options:

A) Replace the main in the existing sleeve.

Since the water mains are in sleeves it is possible to pull out the existing line and insert a new HDPE or welded steel line. This repair option is presented for discussion but based on field observations, the casing at both water main locations has reached the end of useful life and must be removed and replaced.

PROS:

- Cheaper than boring or open trench replacement (open trench method cannot be done thru the railroad right of way)
- Minimizes traffic impacts on Mission Street at 10th Street.

CONS:

- This option does not allow for any increase in pipe size at this time or in the future.
- This option is only viable if the Railroad will permit it, the line is already above the minimum bury depth of 10' below the rails. Also, the existing corrugated metal sleeve, if it is in good condition, does not meet current structural strength requirements of UPRR's design criteria. Any work done or proposed within the railroad right-of-way will require an encroachment permit and design plans approved by UPRR prior to construction beginning. It will be necessary to demonstrate to UPRR that the replacement materials and installation meets or exceeds their specification standards in order to get design plans approved with an encroachment permit issued. This is similar to the work done for 16th Street sewer crossing.
- This option will only work if the sleeve is not compromised, the sleeve may already be collapsed or when the old line is pulled out a collapse may occur which will permanently destroy the sleeve and may cause collapse of the surface structures (IE the road way or rail

bed). This corrugated metal casing is at the end of its useful life, based on field observations and replacement is required.

B) Replace the main by bore and jack

The 10th Street crossing should be to bore and jack a new main under the railroad and Mission Street as the best option.

PROS:

- Replaces existing corrugated metal casing which is at the end of useful life.
- Can install a larger more durable sleeve that meets or exceeds current UPRR structural casing standards.
- Can install a larger main for future planned needs
- More likely to be approved by the County (10th Street crossing) and UPRR (11 Street crossing at UPRR)
- Avoids transverse pavement cut in County right-of-way crossing Mission Street at 10th Street
- Minimizes traffic impacts during construction.

CONS:

- This option is the most expensive for the District.
- Permitting process with UPRR will take additional time.
- Jack and bore pits will require extensive pavement repair in the pit locations and create significant traffic disruptions in 10th and 11th Street crossings by construction of a new line.
- Replace the main by bore and jack.

C) Conventional open trench replacement

PROS:

- Less expensive than jack and bore option
- Does not require a new sleeve crossing Mission Street
- Can install a larger main for future planned needs

CONS:

- Will require transverse pavement to be cut in County right-of-way crossing Mission Street
- Will also require saw cutting through old concrete highway beneath a finished road surface
- May cause traffic disruption during construction

D) No Action Alternative

A no action alternative, for both pipelines, is the least desirable option because the risk of water main breaks becomes and remains high as time passes. This alternative is inadvisable since both pipelines have a high potential for failure at any time. This type of failure would be a chief concern for the UPRR crossing at 1st Street. A failure to this line could result in significant damage to the railroad and fiber optic lines that parallel the right-of-way location. Addressing reconstruction of these pipelines after failure and any ensuing damage could be very costly to the District, especially for property damage claims.

Engineer's Opinion of Probable Construction Cost

10th Street Water Main

Jack & Bore and open trench options for construction are viable options for these water main projects. Consultation with County Public Works may assist with a decision for which option would be chosen. An estimate total budget of \$175,000 to \$200,00 is projected for this capital improvement project. The 10th Street Water Main repair options cost breakdown are:

Item	COST ESTIMATE	
	Jack & Bore Option	Open Trench Option
Engineering Design & Survey	\$35,000	\$30,000
Permits	\$5,000	\$5,000
Potholing	\$6,000	\$6,000
Environmental Review	\$2,500	\$2,500
Bid Phase	\$4,000	\$4,000
Construction	\$125,000	\$100,000
Soils Testing	\$5,000	\$5,000
Construction Management	\$20,000	\$20,000
Contingency @ 20% of constr.	\$25,000	\$20,000
ESTIMATE TOTAL:	\$221,500	\$192,500

11th Street Water Main

Staff anticipates that the 11th Street water main replacement project would have similar costs to the 16th Street sewer replacement project. However, for the 11th Street water main, jack & bore pits will be in the paved travel lanes. An estimate total budget of \$250,000 to \$300,000 is projected for this improvement project. The 11th Street Water Main repair cost breakdown is:

Item	COST ESTIMATE	
Engineering Design & Survey	\$35,000	
Permits	\$10,000	
Potholing	\$7,500	
Environmental Review	\$5,000	
Bid Phase	\$4,000	
Construction	\$175,000	
Soils Testing	\$5,000	
Construction Management	\$20,000	
Contingency @ 20% of constr	\$35,000	
ESTIMATE TOTAL:		\$296,500

We are bringing this forward as an informational item and to get input from the Committee to determine which direction is a preferred means to this project and to make a recommendation to the Board so that we can move forward with preparing funding and for bidding purposes. There may be some logical to combining elements of these two projects, such as engineering design, permit processing and environmental review clearance into 1 bidding process with 2 Phases of Work so that combined or consolidating cost could, at least, be revealed for decision-making, for instance: construction management, bid specification preparation, soils testing, potholing, permit processing and environmental review could be consolidated into Phase 1 scope of services. Phase 2 work would be construction and a 2nd bidding process for potholing, construction and construction management/inspection.

It is also possible to split these Phases into 2 separate bid proposals to determine which might be more competitively bid and priced.

Fiscal Impact:

None at this time, this is informational only. These water main projects are anticipated to be spread across 2 FY budget years. More specific estimate for fiscal expenditure can be provided as we progress through the designing, bidding and construction process.

Staff Recommendation:

Staff recommends that the Committee discuss the outlined repair options situation and provide input for eventual recommendation to the Board.

For 11th Street water main replacement, to conform to UPRR design criteria for a crossing, jack and bore installation with abandonment of the old casing/water main is likely the option for replacement.

For 10th Street water main replacement, there are 2 viable options, jack and bore installation and open trench. Open trench is the least costly of these two construction methods. To determine if open trenching construction will be supported by County Public Works, a consultation meeting should be held with a follow-up to Committee. Such a meeting may help determine which course of action for this water main would be appropriate.

PREPARED BY:

Kelly Dodds

Kelly Dodds, Utility Supervisor

APPROVED BY:

Darrell Gentry

Darrell W. Gentry, General Manager

Attachment: Photos of 11th street and 10th street repairs



