



May 4, 2022

Board of Directors
Ventura Regional Sanitation District
Ventura, California

CONSIDERATION AND APPROVAL OF AN AGREEMENT WITH THE CITY OF SANTA PAULA FOR A CHLORIDE SOURCE IDENTIFICATION STUDY

RECOMMENDED ACTIONS

Approve, and Authorize the Board Chairperson to sign, an agreement with the City of Santa Paula for a chloride source identification study in an amount estimated at \$40,953 in a form acceptable to the VRSD General Counsel.

FISCAL IMPACT

The anticipated revenues for this contract would be \$40,495.

BACKGROUND/ANALYSIS

The City of Santa Paula plans to present a Wastewater System Chloride Study Update to the City Council under Item No. 12.B of the agenda for the May 2, 2023 City Council meeting (See Attachment No. 1).


As part of the update to the City Council, City staff is proposing to utilize VRSD staff to perform a Chloride Source Identification Study, and that agreement is listed as Exhibit E to Agenda Item No. 12.B. This agreement is expected to be approved by the City Council at the meeting of May 2, 2023.

VRSD staff recommends that the VRSD Board approve this contract so that VRSD staff can assist the City in their ongoing analysis and solution to their Chloride System project.

If you should have any questions or need additional information, please contact me by phone at (805) 658-4600 or email at RichardJones@vrsd.com.

RICHARD JONES, DIRECTOR OF OPERATIONS

APPROVED FOR FISCAL IMPACT: 
Alvertina Rivera, Director of Finance

APPROVED FOR AGENDA: 
Chris Theisen, General Manager

Attachments: 1. Agenda Item 12.B of the City of Santa Paula City Council Agenda
(Including Exhibit E, Agreement with VRSD)

**CITY OF SANTA PAULA
MEMORANDUM**

To: Honorable Mayor and Members of the City Council

From: Clete Saunier, Public Works Director

Subject: WASTEWATER COLLECTION SYSTEM CHLORIDE SOURCE STUDY
UPDATE

Date: May 2, 2023

Agenda Item: 12.B

RECOMMENDATION:

Staff recommends that the City Council:

1. Receive and file the Wastewater System Chloride Study Update;
2. Authorize the City Manager to execute a Professional Services Agreement with Ventura Regional Sanitation District for the Wastewater Chloride Source Identification Study in a form approved by the City Attorney.

Presented by:

Clete J. Saunier, Public Works Director
Michael K. Nunley, MKN & Associates

BACKGROUND:

The Water Recycling Facility (WRF) was completed in 2010 and operates under a permit from the Los Angeles Regional Water Quality Control Board (LARWQCB) to discharge treated wastewater. The permit was amended in May 2022 (Waste Discharge Requirements R4-2018-0022-A1). The permit requires that chloride concentration in the effluent discharge be less than 110 milligrams per liter (mg/L) to meet a groundwater quality objective of 110 mg/L. Historically, the discharge has exceeded this limit, and the City received a Cease and Desist Order (CDO) for the WRF in February 2018 (CDO R4-2018-0023-A1, amended in May 2022) requiring the discharge be brought into compliance. The CDO allows ten years for the City to achieve full compliance with the effluent chloride limit by February 8, 2028.

Over the last few years, chloride concentrations at the WRF have been dropping near, and in some cases below, the 110 mg/L concentration requirement. Figure 1 (Exhibit A) presents a chart showing approximately 10 years of chloride concentrations in the WRF treated effluent between January 2012 and September 2022. A best-fit linear trendline with R^2 correlation and the chloride limit are plotted on the graph. As shown, the trendline indicates effluent chloride concentrations have consistently decreased since 2012. Since 2020, some monthly averages have been below the permit limit. However, monthly average chlorides were above 110 mg/L for the last three months in 2022.

The City has been preparing to construct the Advanced Water Treatment Facility (AWTF) to meet chloride limits at an anticipated capital cost of over \$20 Million and an anticipated operating and maintenance cost of over \$1 Million annually. It is important to understand whether the long-term trend of decreasing chloride concentrations in WRF effluent is likely to continue or if future concentrations cannot predictably stay below the effluent limit. This trend could affect the need, or at a minimum, the design criteria for the AWTF.

In November 2022, City staff presented the Wastewater System Collection System Chloride Source Evaluation technical memorandum (TM). The TM summarized a study conducted by the City, Ventura Regional Sanitation District (VRSD), and MKN. The objective of the study was to evaluate concentrations of chloride in Santa Paula's wastewater collection system in an attempt to identify potential sources, consider potential source control measures, and estimate whether the downward trend in chloride concentration is likely to continue. While the sampling program could not confirm the cause of reduction in chloride levels, it indicated collection system conditions will drive WRF effluent chloride concentrations. Collection system samples were routinely above 100 mg/L and some were above 110 mg/L, the current WRF chloride limit. City Council directed staff to request an extension to the interim milestones of the CDO to continue studying the collection system chloride levels and evaluate the potential for the WRF to meet the chloride limits without the AWTF Project.

At the February 15, 2023 City Council meeting, City Council received an update on the wastewater chloride source study, considered options moving forward, and directed staff to develop a Chloride Source Identification Study to explore chloride reduction strategies with an estimated cost of \$130,000 - \$200,000.

ANALYSIS:

On March 13, 2023, City staff sent a letter to the Los Angeles Regional Water Quality Control Board (LARWQCB) to provide an update on the City's current status with the WRF Cease and Desist Order, the AWTF Project, the CWSRF loan, and the chloride study (Exhibit B). The letter provides the LARWQCB with an update on the AWTF Project and Cease and Desist Order, indicates the City's intentions to comply with permit requirements, and explains why the City is electing to delay the AWTF Project bid in order to further study wastewater collection system chlorides. Staff will provide an update to City Council when a response is received or additional correspondence transpires with the LARWQCB. Regular updates to LARWQCB and City Council will be provided as the Study progresses.

Staff coordinated with MKN & Associates, Inc., (MKN) the AWTF Project Manager and Design Engineer, to procure proposals for the Study in accordance with City Council's February 15, 2023 direction. A brief summary of services for each proposal is summarized below.

Larry Walker Associates (LWA) will serve as primary author of the report (reference Exhibit C), which will include the following steps:

- Review existing information and develop initial load estimates
- Develop Monitoring Plan
- Inventory commercial and industrial users
- Quantify chlorides sources
- Identify chloride control strategies
- Prepare report to summarize all work described above

MKN will provide project management services (reference Exhibit D) as briefly listed below:

- Project management services, including coordination and support for the City’s wastewater operator (Ventura Regional Sanitation District, VRSD) and the City’s WRF Regulatory Consultant (Larry Walker Associates, LWA)
- Coordination and attendance at progress meetings with City staff, VRSD, and/or LWA as needed during review of the sampling results and/or development of the Study
- Preliminary review of the collection system sampling results from VRSD (analyses to be performed by LWA)
- Review of the draft and final Study developed by LWA
- Preparation of one draft staff reports and presentations for City Council during the study, including attendance at and delivery of presentation to City Council
- Preparation of up to two letters to provide an update regarding the Study to Los Angeles Regional Water Quality Control Board staff.

VRSD will manage installation of flow meters in the wastewater collection system, collect and analyze flow data, collect water quality samples, and direct laboratory analysis. Contingent upon Council approval of the proposed Professional Services Agreement (PSA, Exhibit E), the VRSD Board will consider approval of the PSA as its May 4, 2023 public meeting.

The table below summarizes the estimated cost for the Chloride Source Identification Study:

<u>Proposal</u>	<u>Budget</u>
LWA	\$54,920
MKN	\$35,000
VRSD	\$40,953
Total	\$130,873

The work is anticipated to require approximately 9 months for completion.

STRATEGIC PLAN:

This action supports City Council’s goal of developing options for lowering water/sewer bills for low and fixed-income residents under Section F. Community Vitality, of the two-year Strategic Plan by exploring the potential to reduce future WRF capital and operating costs for all residents.

FISCAL IMPACTS:

The City has not budgeted to perform the Chloride Source Identification Study. The following contracts will be funded from the City’s existing AWTF project (610-5-9277-XXX), as they are all a part of the project determination. As all three contracts will extend into next fiscal year, continued funding will be contingent upon Council adoption of the FY 2023-2025 budget.

- \$35,000 MKN
- \$40,953 VRSD’s
- \$54,920 Larry Walker & Associates

If upon conclusion of the Chloride Source Identification Study it is determined that a smaller AWTF Project is needed, costs are anticipated to range from \$930,000 to \$1.4M for the Study and redesign of a smaller AWTF. Potential cost savings from reduced capital and operating

costs are unknown. However, the current AWTF operating costs are estimated to be \$1.2M. If the AWTF project can be reduced by even 25%, the annual operating costs could be reduced by a similar rate, resulting in a payback of 3 to 4 years. If chloride concentrations exceed the limits, capital and operating costs for the AWTF could be incurred and may be higher due to cost escalation or higher financing costs. Either size project will be funded using the State Revolving Fund Loan the City is in the process of implementing.

OPTIONS:

In addition to the recommended action, the Council has available to it the following alternative options:

1. Do not approve the above recommended actions, including authorizing the City Manager to execute a Professional Services Agreement with Ventura Regional Sanitation District for the Wastewater Chloride Source Identification Study. This may result in further delaying AWTF construction and fines from LARWQCB for not meeting chloride reduction milestones.

ATTACHMENTS:

[Exhibit A - Figure 1 SPWRF Effluent Chloride Concentrations.pdf](#)

[Exhibit B - 2023-03-13 City of Santa Paula Letter to LARWQCB.pdf](#)

[Exhibit C - LWA Chloride Source Evaluation Proposal.pdf](#)

[Exhibit D - MKN Chloride Source Evaluation Study Budget Proposal.pdf](#)

[Exhibit E - VRSD Agreement for Chloride Source Identification Study.pdf](#)

EXHIBIT A

Figure 1: SPWRF Effluent Chloride Concentrations

Figure 1: Santa Paula WRF Effluent Chloride Concentrations (Jan 2012 – Dec 2022)

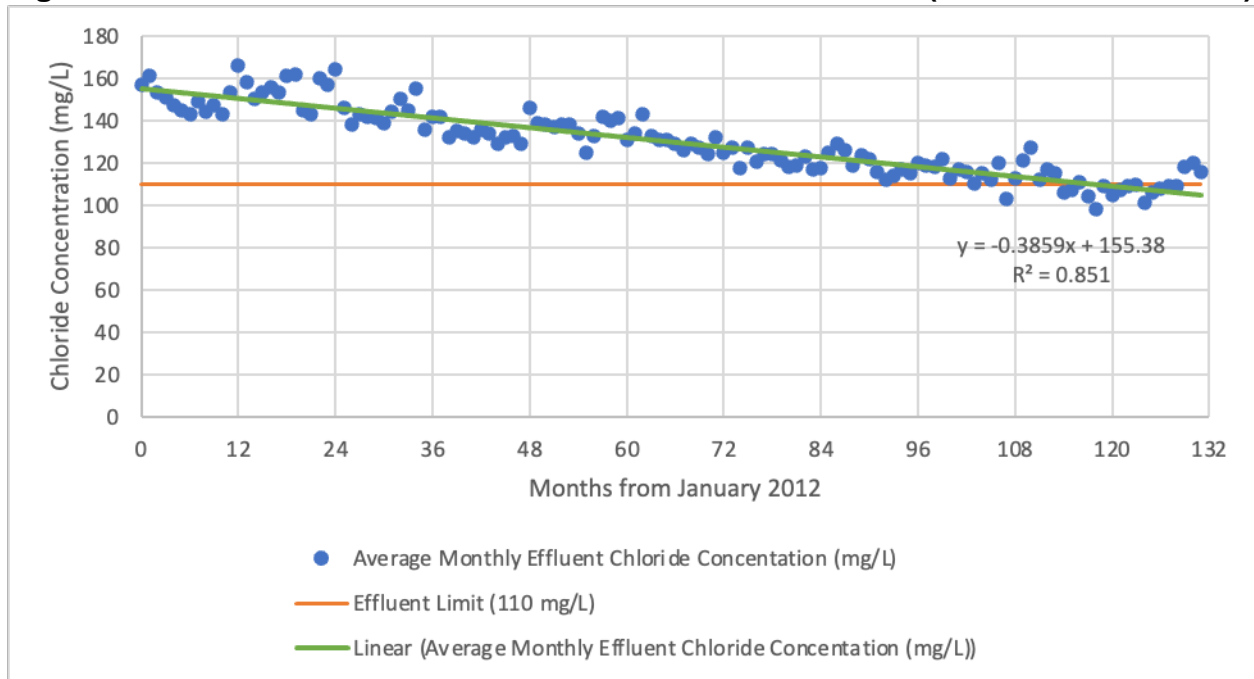


EXHIBIT B

March 13, 2023 City of Santa Paula Letter to LARWQCB



"Citrus Capital of the World"

City of Santa Paula

970 Ventura Street • Santa Paula, California • Mailing Address: P.O. Box 569 • 93061 • (805) 933-4214 • www.ci.santa-paula.ca.us

March 13, 2023

California Regional Water Quality Control Board, Los Angeles Region
320 W. 4th Street, Suite 200
Los Angeles, California 90013
Attn: Renee Purdy

Subject: City of Santa Paula Water Reclamation Facility Advanced Treatment System Update – Chloride Source Identification Study

Dear Ms. Purdy:

The City of Santa Paula has been working to implement the requirements of the Cease-and-Desist Order (CDO) for the Water Recycling Facility (WRF, Order No. R5-2018-0023-A01) in an effort to achieve compliance with final chloride effluent limitations. To date, the City has met all the milestones required up to this point including submittal of the following:

- Evaluation of the Water Softener Buyback Program
- Groundwater Chloride Investigation and Well Protection Work Plan
- Infrastructure Layout for Recycled Water Project/Recycled Water Master Plan Update
- Alternative Effluent Chloride Mitigation Workplan and the associated Summary Report of Existing Information Informing a Regulatory Strategy for Chloride in Santa Paula Basin West of Peck Road
- California Environmental Quality Act (CEQA) documentation for the Water Recycling Facility (WRF) Advanced Treatment System Project
- Final Design Report for AWTF

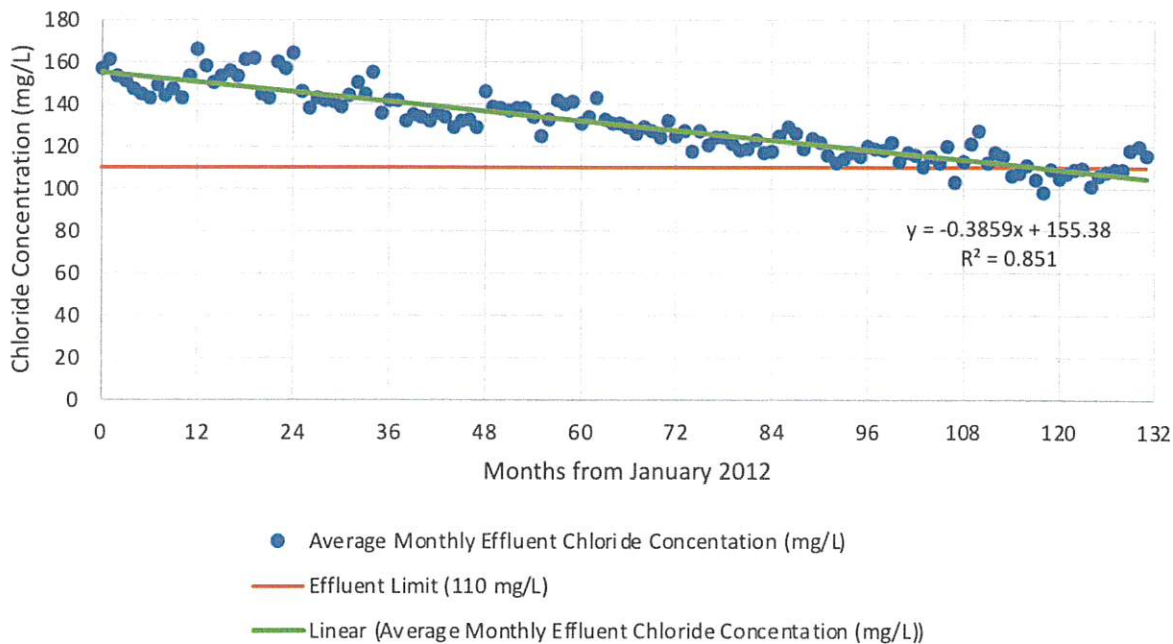
As you know, to meet the chloride effluent limit of 110 mg/L, the City has been working to develop an advanced treatment system to reduce chloride concentration in the WRF effluent. Due to its status as a disadvantaged community with the second highest sewer rates in Ventura County, the City needs to secure low-interest financing for the project to be economically viable. The City has applied for a low-interest loan from the State Water Resources Control Board (SWRCB) Clean Water State Revolving Fund (CWSRF). The City completed the loan application by December 2020 and the City's project was listed on the SWRCB's list of fundable projects released in April 2021. SWRCB Division of Financial Assistance (DFA) staff initiated the detailed review of the project application in May 2021.

DFA has not completed the loan application review process. However, based on discussions with DFA staff, we anticipate the review will be completed and the final draft loan agreement will be provided to the City for review and execution by May 1, 2023.

The City has committed to implementing the AWTF Project. We have invested a significant amount of time and money to move the design forward, complete the environmental documentation and apply for funding. During the loan review time, the City also conducted a prequalification process for general contractors for the project. In addition, the City has continued its source control efforts and treatment process optimization and seen a significant reduction in effluent chloride concentrations over the last few years.

As the loan review process neared completion, and City staff and consultants were preparing to finalize the project construction bid documents, the recent low effluent chloride concentrations came under review. Over the last few years, chloride concentrations at the WRF have been dropping near, and in some cases below, the 110 mg/L concentration requirement. Figure 1 presents a chart showing ten years of chloride concentrations in the WRF treated effluent between January 2012 and December 2022. A best-fit linear trendline with R² correlation and the chloride limit are plotted on the graph. As shown, the trendline indicates effluent chloride concentrations have consistently decreased since 2012. Since 2020, some monthly averages have been below the permit limit. However, monthly average chlorides were above 110 mg/L for the last three months in 2022.

Figure 1: Santa Paula WRF Effluent Chloride Concentrations (Jan 2012 – Dec 2022)



The City has been preparing to construct the Advanced Water Treatment Facility (AWTF) to meet chloride limits at an anticipated capital cost of over \$20 Million and an anticipated

operating and maintenance cost of over \$1 Million per year. It is important to understand whether the long-term trend of decreasing chloride concentrations in WRF effluent is likely to continue or if future concentrations cannot predictably stay below the effluent limit. This trend could affect the need, or at a minimum, the design criteria for the AWTF.

Due to the consistent linear downward trend of WRF effluent chlorides, the frequency in which the chloride effluent limit has been met within the last eighteen months, and the capital and ongoing costs of the proposed AWTF Project, further investigation of the potential to control chlorides within the collection system was deemed warranted. At the February 15, 2023 City Council Meeting, City Council directed staff to complete a chloride source identification study to explore chloride control strategies. City Council directed staff to simultaneously continue working towards execution of a final CWSRF loan agreement for the AWTF Project. It may not be possible to achieve reliable chloride control within the collection system. Ultimately, additional studies may conclude that additional treatment at the WRF is recommended to ensure consistent compliance with the effluent limits. In this case, the AWTF design criteria would likely need to be revised. DFA management have verbally indicated in meetings that as long as the general scope of the project has not substantially changed, the CWSRF Loan could still be used to finance a smaller AWTF Project and the loan amount amended as needed.

The Chloride Source Identification Workplan (attached) includes the following steps:

1. Review Existing Information and Develop Initial Load Estimates
2. Develop Monitoring Plan
3. Inventory Commercial and Industrial Users
4. Quantify Chlorides Sources
5. Identify Control Strategies
6. Prepare Report

The City anticipates the Chloride Source Identification Study will take seven to nine months to complete, depending on laboratory turn-around and stakeholder review times. If the assessment determines the AWTF is recommended and if City Council elects to continue development of the AWTF Project, it is estimated that a revised design will take approximately nine months to complete. Therefore, if the AWTF Project is required, we anticipate a delay of 16 to 18 months for release of a bid package. This would result in at least two of the CDO interim milestones being missed (complete and release the bid package for AWTF; and select and award contract for construction of AWTF). However, the final CDO compliance deadline of February 8, 2028 would still be achieved.

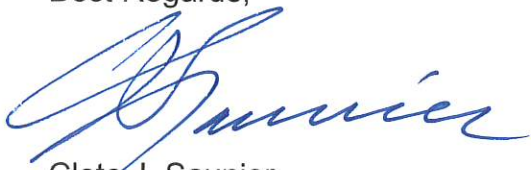
We have been in regular communication with your staff, Woonhoe Kim and Jim Kang, regarding the interim milestones and approaches to addressing the funding delays and to form a better understanding of the reasons for the reduced chloride levels.

In summary, due to the delay in receipt of the final loan agreement and time required to perform the chloride source identification study, the City will not be able to comply with two of the CDO interim milestones. The City respectfully requests the Board's leniency

when evaluating the City's compliance with the CDO. We have been working earnestly towards construction of the AWTF.

Please contact me if you have any questions regarding the City's Project or the Chloride Source Identification Study Workplan. We greatly appreciate your understanding as the City develops this study required to anticipate whether chlorides can be reliably controlled in the collection system without expensive treatment at the WRF. Again, if it's found that the AWTF Project is still warranted, the City will continue with the project development. The City is committed to achieving full compliance with the effluent and groundwater limitations for chloride and is requesting *no* extension to the final compliance deadline of February 8, 2028.

Best Regards,



Clete J. Saunier
City of Santa Paula
Public Works Director

Attached: City of Santa Paula Chloride Source Identification Workplan

Cc: Dan Singer
Bob Woodward
Jenny Newman
Milasol Gaslan
Woonhoe Kim
Jim Kang
Betsy Elzufon
Ashli Desai
Tim Nicely
Eileen Shields

City of Santa Paula

Chloride Source Identification Work Plan

The City of Santa Paula has been working since 2015 to reduce sources of chloride in the influent to its Water Reclamation Facility (WRF) so that the WRF effluent will not cause or contribute to an exceedance of the chloride water quality objective of 110 mg/L in the receiving groundwater. These efforts are in accordance with the requirements of the City's Waste Discharge Requirements (WDR, Order No. R4-2018-0022-A1) and Cease and Desist Order (CDO, Order No. R4-2018-0023-A1). Effluent chloride levels have been steadily decreasing to the point of being close to and often below the effluent chloride limit of 110 mg/L. Some of this reduction is due to the water softener removal program implemented from 2015-2019 but additional chloride reductions have been observed in recent years that do not appear to be associated with water softener removals.

The City is evaluating the best approach for ensuring that effluent chloride levels will consistently comply with the effluent limit of 110 mg/L. One approach to ensuring consistent compliance is through constructing an advanced treatment process (i.e., reverse osmosis) to treat the WRF effluent. In addition, the City is evaluating influent chloride sources to determine if there are additional, feasible control strategies that would result in the chloride reductions needed to achieve consistent compliance.

To further evaluate chloride sources and feasible source control strategies, the City will implement the following work plan.

PROPOSED WORK PLAN

The source evaluation will be conducted according to the following tasks.

Task 1. Review Existing Information and Develop Initial Load Estimate

The City will review existing information, including collection system and influent data collected in 2022, water supply and industrial user data, technical reports compiled by the City and its consultants, previous estimates of water softener contributions, and other readily available information on chloride sources in the City. A literature review will be conducted to identify chloride uses and to obtain any quantitative data on amounts used or discharged by different types of businesses. Past efforts by other agencies (e.g. City of Fillmore, Los Angeles County Sanitation District, etc.) will also be reviewed for relevant information.

This information will be used to develop an initial chloride mass balance and estimate of loading contributions from different chloride sources. Chloride sources will be evaluated with respect to controllability and if it is possible that sufficient reductions can be achieved to result in consistent compliance with the effluent limit of 110 mg/L.

Task 2. Develop Monitoring Plan

Based on the review conducted in Task 1, additional data needs will be identified. Specifically, the City will determine if additional water supply, industrial, collection systems and/or influent data is needed to complete the source identification. A monitoring plan will be prepared and monitoring would take place over a period of four to five months.

Task 3. Inventory commercial and industrial users

In parallel with the monitoring plan, an inventory of businesses which are potential commercial and industrial chloride sources will be compiled. This will build on information that has recently been reviewed by City staff and its consultants including information from pretreatment program materials, City business licenses, and other information that may be available on commercial and industrial sources.

Task 4. Quantify Chloride Sources

Building on the information developed in Task 1 and supplementing it with information obtained from Tasks 2 and 3, the total contribution from identified sources to chloride influent levels will be estimated using estimated discharges (from Task 1 or monitoring results from Task 2) and the inventory of businesses (from Task 3). Loadings from residential sources, including contribution from water softeners, and the water supply will be estimated based on literature values, service area population, and monitoring data if collected. These estimates will be used to identify the most significant chloride sources to the influent loadings.

Task 5. Identify Control Strategies

Regulatory and voluntary strategies that could be used to reduce the chloride discharges from the identified sources will be identified. Information regarding potential effectiveness, costs, and other factors influencing the applicability of the strategies will be collected to determine if source control in combination with planned improvements at the WRF will result in compliance with the chloride effluent limit of 110 mg/L. This information will be used to develop the mitigation plan in the next task.

Task 6. Prepare Report

Following completion of the above activities, a Technical Memorandum describing the source identification efforts and the mitigation plan for achieving compliance will be prepared.

SCHEDULE

The proposed work plan consists of six major tasks, beginning with a review of available information and assessment of additional data needs and followed by a monitoring phase to be conducted from March – June 2023. A business inventory will be conducted in parallel with the monitoring phase. The estimation of residential and commercial contributions and a mitigation plan can be completed by the end of September 2023.

EXHIBIT C

LWA Proposal for Chloride Source Identification Study



March 27, 2023

Clete J. Saunier
Public Works Director
City of Santa Paula
866 E. Main Street
Santa Paula, CA 93061-0569
csaunier@spcity.org

Subject: Santa Paula Chloride Source Identification Scope of Work

Dear Mr. Saunier:

Larry Walker Associates would be please to continue to assist the City of Santa Paula (City) with evaluating chloride sources to the Water Reclamation Facility (WRF). As you know, the City has been working since 2015 to reduce sources of chloride in the influent to the WRF so that the WRF effluent will not cause or contribute to an exceedance of the chloride water quality objective of 110 mg/L in the receiving groundwater. These efforts are in accordance with the requirements of the City's WDR (Order No. R4-2018-0022-A1) and CDO (Order No. R4-2018-0023-A1). Effluent chloride levels have been steadily decreasing to the point of being close to and often below the effluent chloride limit of 110 mg/L. Some of this reduction is due to the water softener removal program implemented from 2015-2019 but additional chloride reductions have been observed in recent years that do not appear to be associated with water softener removals.

Therefore, the City is evaluating influent chloride sources to determine if there are additional, feasible control strategies that would result in the chloride reductions needed to achieve consistent compliance. LWA will work with MKN and the City to further evaluate chloride sources and feasible source control strategies as described below in the Scope of Work. A budget and schedule are also provided.

Scope of Work

The source evaluation will be conducted according to the following tasks.

Task 1. Review Existing Information and Develop Initial Load Estimate

LWA will review existing information compiled by the City and MKN, including collection system and influent data collected in 2022, water supply and industrial user data, technical reports compiled by the City and its consultants, previous estimates of water softener contributions, and other readily available information on chloride sources in the City. A literature review will be conducted to identify chloride uses and to obtain any quantitative data on amounts used or discharged by different types of businesses. Past efforts by other agencies (e.g. City of Fillmore, Los Angeles County Sanitation Districts, etc.) will also be reviewed for relevant information.

This information will be used to develop an initial chloride mass balance and estimate of loading contributions from different chloride sources. Chloride sources will be evaluated with respect to

controllability and if it is possible that sufficient reductions can be achieved to result in consistent compliance with the effluent limit of 110 mg/L.

Task 2. Develop Monitoring Plan

Based on the review conducted in Task 1, LWA will work with MKN to identify any additional data needs. Specifically, LWA will determine if additional water supply, industrial, collection systems and/or influent data is needed to complete the source identification. A monitoring plan will be prepared and monitoring would take place over a period of four to five months. The budget for this task assumes that LWA will prepare the monitoring plan and evaluate data collected but that monitoring will be conducted by WRF staff.

Task 3. Inventory commercial and industrial users

In parallel with the monitoring plan, LWA will compile an inventory of businesses which are potential commercial and industrial chloride sources in the City. This will build on information that has recently been reviewed by City staff and its consultants including information from pretreatment program materials, City business licenses, and other information that may be available on commercial sources.

Task 4. Quantify Chloride Sources

Building on the information developed in Task 1 and supplementing it with information obtained from Tasks 2 and 3, the total contribution from identified sources to chloride influent levels will be estimated using estimated discharges (from Task 1 or monitoring results from Task 2) and the inventory of businesses (from Task 3). Loadings from residential sources, including contribution from water softeners, and the water supply will be estimated based on literature values, service area population, and monitoring data if collected. These estimates will be used to identify the most significant chloride sources to the influent loadings.

Task 5. Identify Control Strategies

Regulatory and voluntary strategies that could be used to reduce the chloride discharges from the identified sources will be identified. Information regarding potential effectiveness, costs, and other factors influencing the applicability of the strategies will be collected to determine if source control in combination with planned improvements at the WRF will result in compliance with the chloride effluent limit of 110 mg/L. This information will be used to develop the mitigation plan in the next task.

Task 6. Prepare Report

Following completion of the above activities, a Technical Memorandum describing the source identification efforts and the mitigation plan for achieving compliance will be prepared.

Task 7. Project Management

Project status and budgets will be reviewed under this task. Other activities associated with overseeing the project as a whole will also be conducted under this task including coordination with City staff and consultants.

Budget and Schedule

This work will be conducted on a time and materials basis for a cost not to exceed \$55,000 based on our standard billing rates which are attached and which are updated on July 1st each year. An estimated breakdown by task is shown below.

City of Santa Paula									
Chloride Source Evaluation									
Estimated Budget									
Task No.	Task Description	Rate:	Hours			Total Hours	Total Labor Cost	Other Direct Costs	Total Cost
			Project Manager	Project Engineer	Project Scientist				
			\$ 290	\$ 224	\$ 133				
1.0	Review Existing Information and Develop Load Estimate		4	20	36	60	\$ 10,428		\$ 10,428
2.0	Develop Monitoring Plan & Evaluate Data		4	32	48	84	\$ 14,712		\$ 14,712
3.0	Review Commercial Industrial Users		4	16	40	60	\$ 10,064		\$ 10,064
4.0	Quantify Chloride Sources		4	8	12	16	\$ 4,548		\$ 4,548
5.0	Identify Feasible Control Strategies		4	8	8	20	\$ 4,016		\$ 4,016
6.0	Prepare Report		4	20	24	48	\$ 8,832		\$ 8,832
7.0	Project Management		8			8	\$ 2,320		\$ 2,320
TOTAL FOR ALL TASKS			32	104	168	296	54920		54920

The proposed work plan consists of five major tasks, beginning with a review of available information and assessment of additional data needs and followed by a monitoring phase to be conducted from March – September 2023. A business inventory will be conducted in parallel with the monitoring phase. The estimation of residential and commercial contributions and a mitigation plan can be completed by the end of November.

Sincerely,

Betsy Elzufon
Associate

Enclosures: 2022/23 Billing Rates



TITLE	RATE (\$/Hour)
Administrative	\$ 96
Contract Coordinator	\$138
AR/AP Manager	\$138
Graphic Designer	\$128
Senior Graphic Designer	\$166
Project Staff I-C	\$133
Project Staff I-B	\$161
Project Staff I-A	\$187
Project Staff II-B	\$198
Project Staff II-A	\$224
Senior Staff I	\$241
Senior Staff II	\$259
Associate I	\$275
Associate II	\$290
Vice President	\$310
Executive Vice President	\$325
Senior Executive	\$340
President	\$340

REIMBURSABLE COSTS	
Travel	
Local Mileage	Current IRS Rate
Transportation	Actual Expense
Auto Rental	Actual Expense
Fares	Actual Expense
Room	Actual Expense
Subsistence And Per Diem Meals ⁽¹⁾	Current GSA Rate
Report Reproduction And Copying:	
Per Color Copy, In-House	\$0.89
Per Black And White Copy, In-House	\$0.08
Per Binding, In-House	\$1.95
Special Postage And Express Mail:	Actual Expense
Third-Party Material Preparation	Actual Expense
Other Direct Costs:	Actual Expense
Daily Equipment Rental Rates:	
Single Parameter Meters & Equipment	\$30.00
Digital Flow Meter	\$60.00
Multi-Parameter Field Meters & Sondes	\$100.00
Dye/Tracer Mapping Or Residence Time	\$200.00
Multi-Parameter Continuous Remote Sensing	\$40.00
Field Rig (Field Vehicle And All Equipment)	\$200.00
Subcontractors:	Actual Expense Plus 10% Fee

Note: (1) Charged when overnight lodging is required. U.S. General Services Administration rates specified by location of work at gsa.gov

EXHIBIT D

**Proposal from MKN for Chloride Source Identification
Study Project Management dated April 7, 2023**



MKN & Associates, Inc.
P O Box 1604
Arroyo Grande CA 93421
805 904 6530

April 7, 2023

Mr. Clete J. Saunier
Public Works Director
City of Santa Paula
(Submitted electronically)

RE: 2022 – 2025 Water Recycling Facility Operations, Recycled Water, Stormwater and Water Program Support – Budget Reallocation for WRF Chloride Source Identification Study Support

Dear Clete,

Michael K. Nunley & Associates, Inc., (MKN) has contracted with the City of Santa Paula (City) through fiscal year (FY) 2024/25 to provide engineering support services for the City's drinking water regulatory compliance, water recycling facility (WRF) operations, stormwater regulatory compliance and the Advanced Water Treatment Facility (AWTF) Project.

As part of this contract, MKN is providing design and construction management services for the AWTF Project, which will reduce chloride concentrations in the treated effluent from the City's Water Recycling Facility (WRF) in accordance with the waste discharge permit and the cease and desist order. As you know, after reviewing the historical trend of declining chlorides at the WRF and considering the options, City Council directed staff to develop a chloride source identification study at the February 15, 2023 City Council Meeting. MKN has been coordinating with City staff and consultants to collect relevant proposals for the work to complete the Study.

MKN assisted City staff in developing the alternatives for continuing to pursue chloride compliance, prepared the staff report and presentation for the February 15, 2023 City Council, and led the correspondence with Los Angeles Regional Water Quality Control Board related to the WRF permit and Cease and Desist Order, and with Division of Financial Assistance related to the Clean Water State Revolving Fund (CWSRF) loan for the AWTF Project. This work was performed under the contract associated with the AWTF design and project management and was unanticipated when MKN developed the proposed scope of work for the AWTF Project. In coordination with City staff, MKN has provided project management services to date and proposes to continue serving in this role for the duration of the Chloride Source Identification Study.

The proposed services for the Study include the following:

1. Project management services, including coordination and support for the City's wastewater operator (Ventura Regional Sanitation District, VRSD) and the City's WRF Regulatory Consultant (Larry Walker Associates, LWA)
2. Coordination and attendance at progress meetings with City staff, VRSD, and/or LWA as needed during review of the sampling results and/or development of the Study
3. Preliminary review of the collection system sampling results from VRSD (analyses to be performed by LWA)

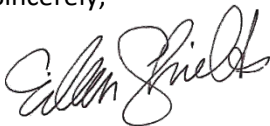
4. Review of the draft and final Study developed by LWA
5. Preparation of one draft staff reports and presentations for City Council during the study, including attendance at and delivery of presentation to City Council
6. Preparation of up to two letters to provide an update regarding the Study to Los Angeles Regional Water Quality Control Board staff.

MKN is requesting reallocation of \$35,000 from the FY 2022/23 contract budget as shown in the table below.

Task	Proposed Budget Adjustment
Task 201: Project Management	\$7,560
Task 202: AWTF Project Technical Support for Regulatory Issues	\$25,800
Task 206B: CWSRF Loan	\$1,640
Task 208: AWTF Construction Management Services	(\$35,000)
Total Budget Change	\$0

This will result in no increase in our overall budget to the City for FY 2022/23 but will provide the City with project management support for completion of the chloride source identification evaluation. Depending on the results of the Study, the AWTF Project may still be needed for chloride control and for the City to meet the WRF permit requirements. If this is the case, MKN will work with City staff to review and update the scope of work and budget for the AWTF Project, as needed, at the conclusion of the Study.

Sincerely,



Eileen Shields, PE
Principal Engineer

EXHIBIT E

VRSD Agreement for Chloride Source Identification Study

**CITY OF SANTA PAULA
PROFESSIONAL SERVICES AGREEMENT
(VRSD Chloride Source Study)**

1. PARTIES AND DATE.

This Agreement is made and entered into this 3rd day of May, 2023, by and between the City of Santa Paula, a municipal corporation organized under the laws of the State of California with its principal place of business at 970 Ventura Street, Santa Paula, CA 93060, County of Ventura, State of California ("City") and Ventura Regional Sanitation District, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in managing the installation of flow meters in the wastewater collection system, collecting and analyzing flow data, collecting water quality samples, and directing laboratory analysis services to public clients, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional services for the Wastewater Collection System Chloride Source Study Update project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, any exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from May 3, 2023 to June 30, 2024, unless earlier terminated as provided herein ("Initial Term"). The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than one additional one-year term ("Renewal Term", together with the Initial Term, "Term"). Consultant shall complete the Services within the Term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement if necessary to complete the Services.

3.2 Compensation.

3.2.1 Compensation. The total compensation to Consultant shall not exceed Forty Thousand Nine Hundred Fifty-Three Dollars and no cents (\$40,953), plus a ten percent (10%) contingency of \$4,095.30, without written approval of the City Council or City Manager, as applicable.

3.2.2 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.2.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City and included in Exhibit "A" of this Agreement.

3.2.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3 Responsibilities of Consultant.

3.3.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultants officers, employees or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.3.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Scope of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to complete the Services within the Term of this Agreement.

3.3.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.3.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Richard Jones, Director of Operations.

3.3.5 City's Representative. The City hereby designates Clete Saunier, Public Works Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.3.6 Consultant's Representative. Consultant hereby designates Richard Jones, Director of Operations, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.3.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.3.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall

be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.3.9 Period of Performance.

3.3.9.1 Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.3.9.2 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Consultant and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement.

3.3.9.3 Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Consultant to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.3.10 Laws and Regulations; Employee/Labor Certification.

3.3.10.1 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.3.10.2 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and

Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.3.10.3 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.10.4 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.3.10.5 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

3.3.10.6 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3.11 Insurance.

3.3.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the

subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.3.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.3.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10

10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must “pay on behalf of” the insured and include a provision establishing the insurer’s duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.3.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.3.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

3.3.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.3.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy

shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.3.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.3.11.9 Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.

3.3.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.3.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations

to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.3.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.4 Labor Code Requirements.

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants.

3.4.3 Compliance Monitoring. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this Agreement.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6 Indemnification.

3.6.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by

the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.6.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.7 General Provisions.

3.7.1 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.7.2 Independent Contractors and Subcontracting.

3.7.2.1 Use of Consultants. Consultant is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Consultant is in compliance with the California Labor Code, Consultant shall only utilize its employees to provide the Services. Consultant may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.7.2.2 below. Consultant represents and warrants that all personnel who perform the Services on Consultant's behalf are Consultant's employees, and that Consultant complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.7.2.2 Prior Approval Required. Consultant shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Consultant to use a Subcontractor, Consultant shall enter into a written agreement with the Subcontractor, which must include all provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

3.7.3 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Ventura Regional Sanitation District
1001 Partridge Drive, Suite 150
Ventura, CA 93003
ATTN: Richard Jones, Director of Operations

City: City of Santa Paula
970 Ventura Street
Santa Paula, CA 93060
ATTN: Clete Sauiner, Public Works Director

Such notice shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named above; (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named above; (iii) by overnight courier, on the first (1st) business day after being delivered to a recognized overnight courier; or (iv) on the date and time of delivery shown in the records of the transmitting party after transmission by facsimile machine or email to the recipient named above.

3.7.4 Ownership of Materials and Confidentiality.

3.7.4.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.7.4.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.7.4.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.7.4.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.7.4.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.4.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the release notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of an objection notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.7.5 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.7.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.7.7 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all costs of such action.

3.7.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Ventura County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.7.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.7.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.7.12 Assignment or Transfer. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease

of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.7.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.7.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.7.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.7.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.7.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. **Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services.** For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.7.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.7.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.7.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF SANTA PAULA AND
Ventura Regional Sanitation District**

IN WITNESS WHEREOF, each of the Parties has caused this Contract to be executed on the day and year first above written.

CITY OF SANTA PAULA

Approved By:

Dan Singer
City Manager

Approved as to Form:

Monica Castillo
Interim City Attorney

Attested By:

Julie Latshaw,
City Clerk

**VENTURA REGIONAL SANITATION
DISTRICT**

By: _____
KEVIN KILDEE
Chairman of the Board

ATTEST

By _____
JULIET RODRIGUEZ
Clerk of the Board

APPROVED AS TO FORM
ARNOLD LaROCHELLE
MATHEWS, VANCONAS & ZIRBEL, LLP

By _____
ROBERT N. KWONG
Legal Counsel for District

APPROVED AS TO ADMINISTRATION

By _____
CHRIS THEISEN
General Manager

EXHIBIT "A"
SCOPE OF SERVICES



VENTURA REGIONAL SANITATION DISTRICT
 1001 PARTRIDGE DRIVE, SUITE 150
 VENTURA, CA 93003-0704
 805.658.4679

FY23 PROPOSED CUSTOMER BUDGET ¹²⁶

Project Number	Account	Quantity	Cost/Price	Extension	
888007 City of Santa Paula - Collections - Chloride Data Collection					
51010	Wages - Regular				
	Account Total---		\$11,956		
	51010	W/WW Ops Superintendent	4	\$161.00	\$644
	51010	Elec & Inst Control Supervisor	4	\$164.00	\$656
	51010	W/WW Treatment Operator II	36	\$154.00	\$5,544
	51010	W/WW Worker	36	\$142.00	\$5,112
52080	Other Professional Services				
	Account Total---		\$26,962		
	52080	Gold Coast Environmental Equipment	1	\$26,961.75	\$26,962
52155	Lab Services and Supplies				
	Account Total---		\$1,150		
	52155	FGL Labs for testing	1	\$1,150.00	\$1,150
52185	Operating Supplies				
	Account Total---		\$575		
	52185		1	\$575.00	\$575
60598	Fund Transfer Out-FLEET				
	Account Total---		\$310		
	60598	Milage	200	\$1.55	\$310
			<hr/>		
	Project 888007 Total---		\$40,953		
			<hr/>		
	Total for this report---		\$40,953		
			<hr/> <hr/>		

Customer Signature: _____ Date: _____
 Approval to Start Project

VRSD Signature: _____ Date: _____
 Approval to Start Project



Gold Coast Environmental



SPECIALIZING IN PROCESS INSTRUMENTATION AND CALIBRATION

City of Santa Paula - Sewer Flow Study

PROJECT LOCATION: 8 Separate Manholes throughout Santa Paula

SCOPE OF WORK:

Gold Coast Environmental will instrument 8 manholes for a period of 7 days additional days TBD if required. GCE will install ISCO 2150 Area Velocity Meter and Transducers into the influent side of the sewer lines. The line sizes will vary, Confined Space Entry will be performed where the line sizes are over 15" to install and extract the flow meter.

GCE will install, verify and start-up the flow monitoring equipment.

GCE will log flow data for 7 consecutive days as needed. Additional days TBD

GCE will be responsible for removal of all equipment.

A complete report will be developed from collected data and presented as follows:

Identify the location of flow site with dates and time. Line type and diameter.

Recording the average, maximum, and minimum flow rates with 5 minute readings. Daily Total Flow of each manhole.

Graph & tabular data will be developed with daily and weekly totals

Data to be converted to PDF format.

Three flash drives with the compiled data and reports will be provided and delivered upon completion, generally provided within 5 days of meter extraction.

Samplers:

GCE will furnish seven Isco 6712 portable samplers w/ new suction line, and new pump tubing, 2.5 gallon glass sampler bottles w/ lids, rechargeable batteries, strainers and manhole hanging device. GCE is not responsible for collecting daily samples.

Costs:

Flow Study:	\$20,680.00
Samplers: (7) \$395.00 a week per sampler	\$2,765.00

Encroachment Permit: n/a

Traffic Permit: n/a

Total Cost for Flow Study: **\$23,445.00**

(If traffic control and plans are required additional fees will be added)

NOTES:

Any changes or deviations of this contract must be presented in writing and approved by both parties.

For accurate flow data it is highly recommended that the lines at this site be jetted

TERMS AND CONDITIONS:

1. Gold Coast Environmental shall not be held responsible for mishaps such as rags and/or debris collecting on sensors, equipment failure, or acts of God that either compromises all or part of data collection.
2. Payment due net 30 days of invoice.
3. Any changes to the above flow study times and duration will cause a change to the price of this project.
4. This project will not take place unless a signed contract and purchase order have been received.

PURCHASE ORDER NUMBER: _____

DATE: 3-27-2023

ACCEPTED BY: _____ **DATE:** _____
City of Santa Paula

ACCEPTED BY: _____ **DATE:** _____
Gold Coast Environmental, Inc.



City of Santa Paula
Wastewater System
Chloride Source
Evaluation

Figure 2:
Wastewater
Sample Locations

Sewershed at Harvest
is approximated
for this figure



1 inch = 2,000 feet

