

Pursuant to Governor Newsom's Executive Order N-29-20, members of the Resources & Infrastructure Standing Committee and staff will participate in this meeting via a teleconference. Members of the public can submit written comments to the Deputy District Clerk at boardcomment@camabriacsd.org.



RESOURCES & INFRASTRUCTURE COMMITTEE

REGULAR MEETING
Tuesday, October 13, 2020 - 2:00 PM

AGENDA

Please click the link below to join the webinar:

<https://zoom.us/j/95860587693?pwd=RDIXWkpvTWFBYnNFTGRic1ZnL2k3UT09>

Passcode: 306144

Or iPhone one-tap:

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Webinar ID: 958 6058 7693

International numbers available: <https://zoom.us/j/95860587693>

Copies of the staff reports or other documentation relating to each item of business referred to on the agenda are on file in the Office of the District Clerk, available for public inspection during District business hours. The agenda and agenda packets are also available on the CCSD website at www.camabriacsd.org. Please call 805-927-6223 if you need any assistance. If requested, the agenda and supporting documents shall be made available in alternative formats to persons with a disability. The Committee Chairperson will answer any questions regarding the agenda.

- A. CALL TO ORDER
- B. ESTABLISH QUORUM
- C. CHAIRMAN'S REPORT
- D. AD HOC COMMITTEE REPORTS

1. PUBLIC COMMENT

Members of the public may now address the Committee on any item of interest within the jurisdiction of the Committee but not on its agenda

today. Future agenda items can be suggested at this time. In compliance with the Brown Act, the Committee cannot discuss or act on items not on the agenda. Each speaker has up to three minutes.

2. CONSENT AGENDA

- A. Consideration to Approve the September 21, 2020 Regular Meeting Minutes

3. REGULAR BUSINESS

- A. Discussion Regarding District's Asset Management Program and Consider Appointing an Ad Hoc Committee
- B. Discussion and Consideration Regarding the New Capital Improvement Project (CIP) List and Forward to Finance Committee for Review
- C. Receive Update on Progress Made on the Urban Water Management Plan

4. FUTURE AGENDA ITEMS

5. ADJOURN

RESOURCES & INFRASTRUCTURE COMMITTEE

REGULAR MEETING
Monday, September 21, 2020 - 2:00 PM

MINUTES

A. CALL TO ORDER [0:00]*

Chairman Pierson called the meeting to order at 2:00 p.m.

B. ESTABLISH QUORUM [0:00]

Committee members present via Zoom: David Pierson, Karen Dean, Paul Nugent, Tom Gray, James Webb and Brad Fowles.

Staff present via Zoom: General Manager John Weigold, District Engineer & Utilities Manager Ray Dienzo, Deputy District Clerk Haley Dodson.

C. CHAIRMAN'S REPORT [0:00]

Chairman Pierson raises question of whether monthly meetings are needed, invites Committee members to tell him if they want an item discussed.

D. AD HOC COMMITTEE REPORTS [0:01]

No ad hoc committee reports (see Item 3.B. for report on SST Funding Ad Hoc Committee).

1. PUBLIC COMMENT [0:02]

No Public Comment. (This agenda item was taken of order, after Consent Agenda).

2. CONSENT AGENDA [0:01]

A. Consideration to Approve the July 13, 2020 Regular Meeting Minutes.

Motion to Approve.

Motion by: Vice-Chair Dean

Seconded by: Member Gray

Motion passed 5-Ayes (Dean, Gray, Nugent, Webb, Fowles), 0-Nays, 0-Absent

3. REGULAR BUSINESS [0:03]

A. Discussion regarding General Fund Capital Improvement Projects. [0:03]

General Manager Weigold presented a draft copy of General Fund Capital Improvement Projects (CIP) list for discussion; Committee discussed draft and will review updated draft at its next meeting.

B. Report on progress of the SST Funding Ad Hoc Committee. **[0:23]**

Committee reviewed written report from Chairman Pierson (Agenda Attachment 3.B.) on two meetings of Ad Hoc Committee. Report detailed steps taken so far by Ad Hoc Committee members and CCSD staff to secure grant and/or loan funding for SST projects.

C. Receive update on the Investment Grade Audit (IGA). **[0:32]**

Committee reviewed and discussed written report (Agenda Attachment 3.C.) on Sept. 3 presentation by PG&E and MKN engineers regarding progress on Investment Grade Audit work that will lead to an SST agreement for improvements to the Waste Water Treatment Plant.

4. FUTURE AGENDA ITEMS [0:43]

The Committee set the following items for discussion on the next meeting's Agenda:

- Updated General Fund CIP list.
- Update on Urban Water Management Plan update.
- Update on SST funding.

5. ADJOURN [0:44]

Chairman Pierson adjourned the meeting at 2:44 p.m.

*** Time on Recording (hrs:mins)**

A	B	C	D	E	F	G	
1	General Fund CIP (For Discussion Only - Modified October 8, 2020)						
2	General Fund Projects						
3	FY	Administration Department Projects Description	Ranking	FY Project Cost	10-Yr Cost	Actual To Date	Notes
4	20-21	Tyler Incode	1	\$ 71,773	\$ 76,050	\$ 4,277	
5		Replace District Car	3	\$ -	\$ 30,000	\$ -	
6							
7			Subtotal	\$ 71,773	\$ 106,050	\$ 4,277	
8	FY	Facilities & Resources/PROS Projects Description					
9	20-21	Trailer - Homeless Personal Property Storage	1	\$ 12,000	\$ 12,000	\$ -	
10	20-21	F350 Truck - Replace 1999 F150 Truck	1	\$ 40,000	\$ 40,000	\$ -	
11		Electric Vehicle Charging Stations (Vets Hall & Village Parking Lot)	1	\$ -	\$ 16,000	\$ -	Grant Funding as possible offset
12		Skate Park Improvements	1	\$ -	\$ -	\$ -	Cost Unknown
13	20-21	Restroom Facilities @ Fiscalini Ranch Preserve	1	\$ 20,000	\$ -	\$ -	Total cost unknown, 20k grant for design
14		Vets Hall Roof	1	\$ -	\$ 15,000	\$ -	Priority from VH Meeting 1.30.2020
15		Vets Hall Sewer Line	1	\$ -	\$ 40,000	\$ -	Priority from VH Meeting 1.30.2020
16		Vets Hall Electrical Emergency	1	\$ -	\$ 50,000	\$ -	Priority from VH Meeting 1.30.2020
17		Vets Hall Water Line	2	\$ -	\$ 10,000	\$ -	Priority from VH Meeting 1.30.2020
18		Vets Hall Parking Lot	2	\$ -	\$ 15,000	\$ -	Priority from VH Meeting 1.30.2020
19		Vets Hall Paint	2	\$ -	\$ 25,000	\$ -	Priority from VH Meeting 1.30.2020
20		Vets Hall Concrete	2	\$ -	\$ 10,000	\$ -	Priority from VH Meeting 1.30.2020
21		Vets Hall Door	2	\$ -	\$ 25,000	\$ -	Priority from VH Meeting 1.30.2020
22		Vets Hall Carpentry	2	\$ -	\$ 10,000	\$ -	Priority from VH Meeting 1.30.2020
23		Vets Hall Chairs (main hall)	3	\$ -	\$ 10,000	\$ -	Priority from VH Meeting 1.30.2020
24		Vets Hall Floors	3	\$ -	\$ 12,000	\$ -	Priority from VH Meeting 1.30.2020
25		Vets Hall Lighting (main hall, kitchen, bar, foyer)	3	\$ -	\$ 7,000	\$ -	Priority from VH Meeting 1.30.2020
26		Vets Hall Windows	2	\$ -	\$ 15,000	\$ -	Priority from VH Meeting 1.30.2020
27		Vets Hall Paint	3	\$ -	\$ 5,000	\$ -	Priority from VH Meeting 1.30.2020
28		Vets Hall Tables	3	\$ -	\$ 9,000	\$ -	Priority from VH Meeting 1.30.2020
29		Vets Hall Cabinets, Countertops	3	\$ -	\$ 20,000	\$ -	Priority from VH Meeting 1.30.2020
30		Vets Hall Flooring (kitchen)	3	\$ -	\$ 5,000	\$ -	Priority from VH Meeting 1.30.2020
31		Vets Hall Particians	3	\$ -	\$ 8,500	\$ -	Priority from VH Meeting 1.30.2020
32		Vets Hall Floor	3	\$ -	\$ 6,500	\$ -	Priority from VH Meeting 1.30.2020
33							
34			Subtotal	\$ 52,000	\$ 366,000	\$ -	
35	FY	Fire Department Projects Description					
36	20-21	Radio System Upgrade Phase 2	1	\$ 40,729	\$ 40,729	\$ -	Grant Funding as possible offset
37		Fuel Station Computer Replacement	3	\$ -	\$ 10,000	\$ -	50% cost paid by CCHD
38		Fire Department Station Security	2	\$ -	\$ 80,000	\$ -	
39		Zoll X Series EKG (2 systems)	2	\$ -	\$ 80,000	\$ -	
40		Replace Fire Truck - Engine Type 1	3	\$ -	\$ 700,000	\$ -	FY 2027
41		Purchase New Fire Truck - Engine Type 3	3	\$ -	\$ 400,000	\$ -	FY 2022
42		Replace Water Tender	3	\$ -	\$ 250,000	\$ -	FY 2024
43		Facility Training Center (Sea Train Container)	3	\$ -	\$ 100,000	\$ -	
44		Fire Station Expansion	3	\$ -	\$ 3,000,000	\$ -	Includes Admin Office
45		Extrication Tool	2	\$ -	\$ 60,000	\$ -	
46							
47							
48			Subtotal	\$ 40,729	\$ 4,720,729	\$ -	
49			Grand Total	\$ 5,192,779	\$ 4,277		
50	Budgeted for FY 2020-2021			Priority 1 Total	\$ 289,779	\$ 4,277	
51	Completed			Priority 2 Total	\$ 330,000	\$ -	
52	In Progress			Priority 3 Total	\$ 4,573,000	\$ -	
53	Not Started			Priority 4 Total	\$ -	\$ -	
54				SST Total	\$ -	\$ -	

A	B	C	D	E	F	G	
1	Wastewater CIP - Capital Improvement Program (Revised 5/27/2020 - For Discussion Only)						
2	Wastewater Projects		Ranking	Project Cost	10-Yr Cost	Actual Cost	Notes
3	FY Wastewater Treatment Plant Projects in SST						
4	20-21	Investment Grade Audit (30% Design for all ECMs)	SST	\$ 160,000	\$ 688,404	\$ 160,000	Added 2/26; Balance budgeted for FY21
5	20-21	Electrical Upgrades (ECM 7) - Conduits between PG&E transformer and service witchboard, switchboard, connections to existing switchboard, connections to generator)	SST	\$ 232,500	\$ 232,500		
6		Secondary Water System (3W) Improvements (ECM 10) - Submersible pumps, hydrpneumatic tank, demo, electrical/I&C	SST	\$ 185,000	\$ 185,000		
7		Sewer Lift Stations (ECM 12) - Lift Station B1, Lift Station B4, Electrical/I&C	SST	\$ 3,945,000	\$ 3,945,000		
8		Influent Lift Station Modifications (ECM 2) - Bypassing; VFDs; Equipment & Material Demo; Pumps, guiderails, valves, and piping installation; upper concrete wet well deck & hatches (installation); electrical/I&C; new concrete and repair coatings	SST	\$ 846,250	\$ 846,250		
9		Modified Ludzak-Ettinger Process Upgrade (ECM 3) - MLE conversion based on Carollo 2015 Study minus VFD costs; header repair	SST	\$ 853,750	\$ 853,750		
10		Influent Flow Equalization (ECM 1) - New or refurbished EQ tanks based on Carollo 10% design	SST	\$ 1,060,000	\$ 1,060,000		
11		Effluent Pump Station Improvements (ECM 11) - Demo; surge tank replacement; pump replacement; install new VFDs; flowmeter; discharge manifold piping; instrumentation; replace air release valves; pipeline cleaning and flushing; electrical/I&C	SST	\$ 733,750	\$ 733,750		
12		RAS and WAS Pumping Improvements (ECM 5) - RAS pumping system; WAS pumping system; scum pumps replacement; skimming troughs replacement; electrical/I&C	SST	\$ 496,250	\$ 496,250		
13		SCADA System (ECM 9) - New SCADA system based on Carolla 10% Design	SST	\$ 721,250	\$ 721,250		
14	20-21	Backup Power (ECM 8) - 365 kW NG Generator; Demo; Propane backup	SST	\$ 497,500	\$ 497,500		Switch Gear FY21
15		Blower System Improvements (ECM 4) - Replace 2 blowers; duct replacement	SST	\$ 1,345,000	\$ 1,345,000		
16		Sludge Thickening (ECM 6) - Rehabilitate rotary drum thickener and screw press; new transfer pumps; stabilization tanks; aeration system and control valve; demo of clarifiers; rolloff area with roof; electrical/I&C	SST	\$ 961,250	\$ 961,250		
17		Subtotal		\$ 12,037,500	\$ 12,565,904	\$ 160,000	
18	Treatment Plant Projects Not in SST						
19	20-21	Security Improvements	1	\$ 15,000	\$ 15,000		Added 5/2020
20	18-19	Replace Digester Catwalks	1	\$ 45,000	\$ 45,000	\$ 43,720	
21	18-19	Influent screen, support platform design, & installation	1	\$ 164,509	\$ 164,509	\$ 156,675	
22		Clarifier Repairs (replace eastern drive unit's metallic hubs with non-corrosive hubs)	1	\$ 35,000	\$ 35,000		
23		Subtotal		\$ 259,509	\$ 259,509	\$ 200,395	
24	Collection System Projects						
25		Lift Station B-2 (Wood Dr./E. Lodge Hill) new control panel at grade el.	1	\$ 425,000	\$ 425,000		
26		Lift Station B-3 (Green St./W. Lodge Hill) new control panel	1	\$ 250,000	\$ 250,000		
27		Lift Station 4 (DeVault Pl/Seaclift Estates) VFDs /new elect panel & 3 phase pump motors	1	\$ 85,000	\$ 85,000		
28		Lift Station A (Nottingham & Leighton/Park Hill) new submersible pumps, MCC, bypass piping	1	\$ 400,000	\$ 400,000		
29		Lift Station A (Nottingham & Leighton/Park Hill) control panel at grade el	1	\$ 90,000	\$ 90,000		
30		Lift Station A-1 (Sherwood & Harvey/Marine Terrace) submersible pumps, bypass piping	1	\$ 265,000	\$ 265,000		
31	19-20	Lift Station A-1 (Sherwood & Harvey/Marine Terrace) MCC, SCADA improvements	1	\$ 45,000	\$ 45,000	\$ 50,835	Added 2/26
32		Subtotal		\$ 1,560,000	\$ 1,560,000	\$ 50,835	
33		Lift Station B improvements (SR Creek/behind Park Hill) new control panel	2	\$ 75,000	\$ 75,000		
34		Lift Station B - new wet well, submersible pumps, and valve vault (placeholder)	3	\$ 300,000	\$ 300,000		
35		Collection System Assessment software (E.g, t4 Spatial or other)	3	\$ 10,000	\$ 10,000		
36		Annual Collection System Assessment/engineering for repairs (extended number of years - SSMP has this occurring over 10 yrs)	3	\$ 30,000	\$ 300,000		
37		Lift Station B-3 (Green St./W. Lodge Hill) submersible pumps, MCC, bypass piping	3	\$ 250,000	\$ 250,000		
38		Lift Station B - replace existing generator	3	\$ 60,000	\$ 60,000		
39		Subtotal		\$ 650,000	\$ 920,000		
40		Annual SCADA System Maintenance or Upgrades - Collections System	4	\$ 25,000	\$ 25,000		
41		Collection System smoke testing	4	\$ 50,000	\$ 50,000		
42		Subtotal		\$ 75,000	\$ 75,000		
43	Vehicles and Trailer- Mounted Equipment						
44	19-20	Pearpoint or equal TV inspection camera (removed cost from mid year total to meet reduced funding balance, 11/20/2018.)	1	\$ 75,000	\$ 75,000	\$ 75,000	
45	18-19	F-350 Service Truck with Crane Body	1	\$ 57,040	\$ 57,040	\$ 56,540	
46	19-20	Vactor truck - replace with new \$430K truck that meets emssion requirements (7 yr loan @ 4.5%)	1	\$ 518,000	\$ 518,000	\$ 402,435	
47	19-20	Replacement Rack Truck (F-150)	-	\$ -	\$ 24,193	\$ 24,193	
48		Subtotal		\$ 650,040	\$ 674,233	\$ 483,168	

	A	B	C	D	E	F	G
1	Wastewater CIP - Capital Improvement Program (Revised 5/27/2020 - For Discussion Only)						
2		Wastewater Projects	Ranking	Project Cost	10-Yr Cost	Actual Cost	Notes
49		Non-CIP Wastewater Projects	Ranking	Project Cost	10-Yr Cost	Actual Cost	
50		Major Maintenance					
51	18-19	Paint Digester Handrails	1	\$ 15,000	\$ 15,000	\$ 17,000	
52		Cleaning of aeration basins (after screen installation)	1	\$ 20,000	\$ 20,000		
53		Cleaning of pipelines from headworks to aeration tanks (after screen installation), including cleanout additions	1	\$ 10,000	\$ 10,000		
54	20-21	Annual Collection System Repairs to reduce I/I & damaged pipe sections	1	\$ 50,000	\$ 500,000		Budgeted within Services & Supplies
55	20-21	Annual manhole raising due to street overlays & roadway work/Manhole cover replacements	1	\$ 10,000	\$ 100,000		Budgeted within Services & Supplies
56		Subtotal		\$ 105,000	\$ 645,000	\$ 17,000	
57		Western clarifier - Replace clarifier chain, wear shoes, skid plates, & sprockets	2	\$ 40,000	\$ 40,000		
58		Eastern clarifier - Replace clarifier chain, wear shoes, skid plates, & sprockets	2	\$ 40,000	\$ 40,000		
59	20-21	Repainting of WWTP	2	\$ 20,000	\$ 20,000		Budgeted within Services & Supplies
60		Repainting of lift station facilities	2	\$ 10,000	\$ 10,000		
61		Subtotal		\$ 110,000	\$ 110,000		
62		Seal coat AC pavement at WWTP	4	\$ 65,000	\$ 65,000		
63		Annual Inspections and Reserves					New Section 2/26
64		Annual manhole inspections and report on needed corrections (approx. 20% of system/yr)	1	\$ 40,000	\$ 400,000		
65		Annual Collection System Phased televising & cleaning (revised 11/20/18 reduced cost by 50% & extended number of years - SSMP has this over 10 yrs)	1	\$ 50,000	\$ 500,000		
66		Five-Year Replacement and New PCs for operators (Initial purchase and then build reserves)	1	\$ 10,000	\$ 20,000		Budgeted within Services & Supplies
67		Vehicle Replacement Program (Annual reserves)	1	\$ 25,000	\$ 250,000		
68		Portable equipment replacement program - backhoes, generators and pumps (Annual reserves)	1	\$ 15,000	\$ 150,000		Budgeted within Services & Supplies
69		Subtotal		\$ 140,000	\$ 1,320,000		
70				Grand Total	\$ 18,269,646	\$ 911,398	
71		Budgeted for FY 2020-2021		Priority 1 Total	\$ 4,458,742	\$ 751,398	
72		Completed		Priority 2 Total	\$ 185,000	\$ -	
73		In Progress		Priority 3 Total	\$ 920,000	\$ -	
74		Not Started		Priority 4 Total	\$ 140,000	\$ -	
75				SST Total	\$ 12,565,904	\$ 160,000	

A	B	D	E	F	G	H	
1	Water CIP - Capital Improvement Program (Revised 5/27/2020 - For Discussion Only)						
2		Ranking	Project Cost	10 yr Cost	Current Actual	Notes	
3	FY	Water Distribution System Projects					
4	20-21	Pressure Zone 2 to Zone 7 transmission main replacement @ SR Creek pedestrian bridge	1	\$ 120,000	\$ 200,000	\$ 4,471	In Permitting; RFP
5	20-21	Water Meter Replacements & Upgrades (phased)	1	\$ 186,000	\$ 1,050,000	\$ 500	Developing RFP
6		Piney Way erosion control inspection report and follow-up protection efforts for existing pipeline	1	\$ 10,000	\$ 10,000		
7		Priority 1 Subtotal		\$ 316,000	\$ 1,260,000	\$ 4,971	
8		Subzone metering of distribution system	2	\$ 150,000	\$ 150,000		
9		Replacement of problematic service lines within Leimert	3	\$ 130,000	\$ 130,000		
10		Water Master Plan Amendment (revised fire flow modeling/tank sizing check)	3	\$ 35,000	\$ 35,000		
11		Priority 3 Subtotal		\$ 165,000	\$ 165,000		
12		Inspection & spot repair to water transmission main under S. Parks wetlands area; or lining of transmission main plus study & redesign	4	\$ 80,000	\$ 80,000		
13		Pine Knolls - Iva Court zone 1 pipeline expansion	4	\$ 165,000	\$ 165,000		
14		Priority 4 Subtotal		\$ 245,000	\$ 245,000		
15		Tank & Booster Pump Station Projects					
16	20-21	SCADA System - Phased Upgrades (Adding historian, reporting, etc)	1	\$ 250,000	\$ 250,000	\$ 49,457	Beginning Phase 2
17		Stuart Street Tank Replacement (125K gallon welded steel tank with new foundation)	2	\$ 458,000	\$ 458,000		Recategorized 2/26
18		Electrical transfer switch and conduit to well SS-3	2	\$ 25,000	\$ 25,000		
19	19-20	San Simeon well field generator replacement	2	\$ 100,000	\$ 100,000	\$ 50,449	
20		Priority 2 Subtotal		\$ 583,000	\$ 583,000	\$ 50,449	
21	20-21	Rodeo Grounds Pump Station Replacement (aka Zone 2 Booster pump station)	3	\$ 1,016,000	\$ 1,016,000		\$62k budgeted for permitting/design
22		Vehicles and Trailer-Mounted Equipment					
23	20-21	Replacement 2005 F-150 Truck with F-250 (for towing Ditch Witch)	1	\$ 35,000	\$ 35,000		Added 5/2020
24	18-19	Replacement Dump Truck	1	\$ 76,000	\$ 76,000	\$ 74,871	
25		Priority 1 Subtotal		\$ 111,000	\$ 111,000	\$ 74,871	
26	18-19	Trailer-Mounted Air Compressor	2	\$ 15,000	\$ 15,000	\$ 22,557	
27	18-19	Trailer-Mounted Vacuum Extractor	2	\$ 48,000	\$ 48,000	\$ 46,169	
28		Priority 2 Subtotal		\$ 63,000	\$ 63,000	\$ 68,726	
29		Non-CIP Projects					
30		Major Maintenance					New Section 2/26
31		Annual Water pipelines, pumps, and PRV repairs and replacements	3	\$ 50,000	\$ 500,000	\$ 19,126	Recategorized 2/26
32		Valve Replacements	3	\$ 20,000	\$ 20,000		Recategorized 2/26
33		Priority 3 Subtotal		\$ 70,000	\$ 520,000	\$ 19,126	
34		Water conservation					
35	20-21	Database for water conservation program/tracking with parcel links & APN file conversion	1	\$ 10,000	\$ 10,000		
36		Annual Inspections & Reserves					
37		Annual GIS updating & upgrades	1	\$ 10,000	\$ 100,000		Recategorized 2/26
38		Vehicle Replacement Program Reserves (Accumulate Funds)	1	\$ 25,000	\$ 250,000		
39		Contingency/reserves (Accumulate Funds)	1	\$ 15,000	\$ 150,000		
40		Priority 1 Subtotal		\$ 60,000	\$ 510,000		
41		Grand Total		\$ 4,873,000	\$ 267,600		
42		Budgeted for FY 2021		Priority 1 Total	\$ 2,131,000	\$ 129,299	
43		Completed		Priority 2 Total	\$ 796,000	\$ 119,175	
44		In Progress		Priority 3 Total	\$ 1,701,000	\$ 19,126	
45		Not Started		Priority 4 Total	\$ 245,000	\$ -	
46	SWF CIP - Capital Improvement Program (Revised 5/27/2019 - For Discussion Only)						
47		Ranking	Project Cost	10 yr Cost	Actual Cost		
48		Permitting					
49		EIR consulting (follow up agency discussions to support the SWF's Regular CDP)	1	\$ 28,609	\$ 28,609		Increased cost 2/26
50	20-21	Section 7 ESA consulting, annual AMP report, & AMP update	1	\$ 100,000	\$ 100,000	\$ 40,487	
51		Priority 1 Subtotal		\$ 128,609	\$ 128,609	\$ 40,487	
52		Interim, short-term SWF Modifications					
53	18-19	Short-term flood damage mitigation	1	\$ 10,000	\$ 10,000	\$ 12,566	Recorded as M&R
54	18-19	Hauling of last 18" of water and cleaning impoundment	1	\$ 35,000	\$ 35,000	\$ 94,515	
55		Modifications to facilitate off-hauling RO waste (secondary containment, grading, rock, purchase tanks)					
56	19-20	a) Secondary Containment, Grading, Rock	1	\$ 20,000	\$ 20,000	\$ 473	Recorded as M&R
57	19-20	b) Tank purchase	1	\$ 80,000	\$ 80,000	\$ 27,563	
58		Priority 1 Subtotal		\$ 145,000	\$ 145,000	\$ 135,118	
59		Advanced Water Treatment Plant					
60		Miscellaneous instrumentation / monitoring upgrades	2	\$ 10,000	\$ 10,000		
61	19-20	Filters / membrane replacements and build reserves for future	2	\$ 60,000	\$ 120,000	\$ 59,639	Revised 2/26
62		Priority 2 Subtotal		\$ 70,000	\$ 130,000	\$ 59,639	
63		Long-Term Improvement Modifications					
64		Consulting assistance for coordination with Army Corps on WRDA grant (meetings, redefine work plan, & update scope of work)	1	\$ 40,000	\$ 40,000		
65		Future permanent mods at SWF for trailer fill station [transfer tanks, piping, & spill containment/loading pad] (1,2)	2	\$ 200,000	\$ 200,000		
66		AWTP pull-barn style covers for outdoor equipment & control panels (1,2)	2	\$ 50,000	\$ 50,000		
67		Priority 2 Subtotal		\$ 250,000	\$ 250,000		
68		Sems, Hach WIMS, or custom programmer for logging/reporting software and tablets (yr 1 is software/programming assistance)	3	\$ 25,000	\$ 25,000		
69		Installation of remote sensing instrumentation at SS creek (needs access agreement with State Parks)	3	\$ 10,000	\$ 10,000		
70		Solar Array System (1,2)	3	\$ 375,000	\$ 375,000		
71		Priority 3 Subtotal		\$ 410,000	\$ 410,000		
72		Grand Total		\$ 1,103,609	\$ 235,244		
73		Budgeted for FY 2021		Priority 1 Total	\$ 313,609	\$ 175,605	
74		Completed		Priority 2 Total	\$ 380,000	\$ 59,639	
75		In Progress		Priority 3 Total	\$ 410,000	\$ -	
76		Not Started		Priority 4 Total	\$ -	\$ -	
77							

AGREEMENT FOR CONSULTANT SERVICES

This AGREEMENT FOR CONSULTANT SERVICES ("Agreement") is made and effective as of May 14, 2020, between **WATER SYSTEMS CONSULTING, INC.** ("Consultant"), and the **CAMBRIA COMMUNITY SERVICES DISTRICT**, a political subdivision of the State of California ("District"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on May 27, 2020 and shall remain and continue in effect until September 30, 2021, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein, consistent with the Standard of Care. Consultant shall employ the professional skill and care ordinarily provided by persons engaged in providing similar services as are required of Consultant hereunder, in the same or similar locality under the same or similar circumstances (herein the "Standard of Care") in meeting its obligations under this Agreement.

4. AGREEMENT ADMINISTRATION

District's General Manager, John F. Weigold, IV, shall represent District in all matters pertaining to the administration of this Agreement. Dylan Wade shall represent Consultant in all matters pertaining to the administration of this Agreement.

5. PAYMENT

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

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

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

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

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

7. TERMINATION ON OCCURRENCE OF STATED EVENTS

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

- (a) The completion of the work specified in Exhibit A.
- (b) Bankruptcy or insolvency of any party;
- (c) Sale of Consultant's business;
- (d) Assignment of this Agreement by Consultant without the consent of District;
or
- (e) End of the Agreement term specified in Section 1.

8. DEFAULT OF CONSULTANT

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

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

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

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

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

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

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

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

10. **OWNERSHIP OF DOCUMENTS**

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

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement (the "Instruments of Service") shall become the sole property of the District, provided Consultant has been paid all amounts owed on its invoices, and may be used, reused, or otherwise disposed of by the District without the permission of the Consultant, provided however, District agrees to indemnify and hold the

Consultant harmless from and against any claims or damages that may result from the subsequent use, reuse, transfer or modification of the Instruments of Service, except on projects where the Consultant has been retained to provide services. With respect to computer files, Consultant shall make available to the District, at the Consultant's office and upon reasonable written request by the District, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify and hold harmless (but, for claims alleging professional liability, shall not defend) District and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs, arising out of third party claims, to the extent same are caused in whole or in part by any negligent act, error or omission, or willful misconduct, of Consultant, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

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

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

(d) Indemnification for Design Professional Services. Notwithstanding anything herein to the contrary, to the fullest extent permitted by law for all design professional

services arising under this Agreement, Consultant shall indemnify and hold harmless (but, for claims alleging professional liability, shall not defend) District and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs which arise out of or are a consequence of the negligence, recklessness, or willful misconduct of the Consultant.

12. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant, Consultant's officers, directors, partners, employees, agents, and subconsultants, to District, and anyone claiming by, through, or under District for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to this Agreement from any cause or causes, including but not limited to negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by Consultant or \$150,000, whichever is greater.

13. INSURANCE

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

14. INDEPENDENT CONSULTANT

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

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

15. UNDUE INFLUENCE

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

16. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

17. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

18. **NOTICES**

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

To District: John F. Weigold, IV, General Manager
Cambria Community Services District
PO Box 65
Cambria, CA 93428

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

To Consultant: Water Systems Consulting, Inc.
805 Aerovista Place, Suite 201
San Luis Obispo, CA 93401

19. **ASSIGNMENT**

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

20. **GOVERNING LAW**

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

21. **ENTIRE AGREEMENT**

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

22. **TIME**

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

23. **CONSTRUCTION**

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

24. **AMENDMENTS**

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

[Remainder of page left intentionally blank.]

26. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

CAMBRIA COMMUNITY SERVICES DISTRICT

WATER SYSTEMS CONSULTING, INC.

by:
GDocuSJgned
By: 
John F. Weigold, IV, General Manager

DocuSigned by:
By: 
Jeffery Szytel, President

ATTEST:

by:
GDocuSJgned
””
AOBFC4CBA9044B3
Haley Dodson, Deputy District Clerk

Approved As To Form:

DocuSigned by:

B64D40A50AA14E...
Timothy J. Carmel, District Counsel

EXHIBIT A

SCOPE OF SERVICES

1 | DETAILED SCOPE OF SERVICES**DETAILED SCOPE OF SERVICES**

The following outlines the Scope of Work for the 2020 Water Resources Team Proposal.

TASK 1.0 UWMP PROGRAM CONTROLS**1.1 Program Controls**

Provide oversight, manage communication, assign resources, and coordinate work efforts to align with the District priorities.

Compile and monitor budget, cost, and cash flow information for the Project.

Monitor scope, including tracking approved out of scope work.

Administer subcontracts.

Prepare monthly invoices and progress reports to the District.

Assumptions: The Cost Proposal is based on an assumed project phase duration of 14 months. Based on completion of Tasks 2-4. It is anticipated that additional technical efforts and program controls to support the CDP will be managed on a time and materials basis not to exceed the Cost Proposal for Task 5. It is likely that the efforts necessary to obtain the CDP will extend beyond the work anticipated by this scope.

1.2 Program Schedule

Develop, maintain, and monitor the master program schedule. Create a baseline program schedule and produce updated schedules as required.

DELIVERABLE(S): An overall project schedule shall be developed, reviewed, revised, and updated as needed.

TASK 2.0 UWMP INITIAL SCOPE OF SERVICES**2.1 Review of Documents and Data: Analysis and Evaluation**

Review and develop familiarity with the following documents to identify, clarify and/or define critical issues that overlap the CDP and the 2020 UWMP:

- (1) District's 2015 UWMP
- (2) District Master Water Plan
- (3) Title 4 of the District's Municipal Code
- (4) 2013 Water Use Efficiency Plan
- (5) Water licenses and prior CDPs
- (6) Historical pumping data, including recharge of percolated wastewater adjacent to San Simeon creek
- (7) Agreements with other parties related to agricultural or riparian pumping

2.1 DETAILED SCOPE OF SERVICES

- (8) Reports in the 2017 SEIR regarding the AWTP's source of supply, operations, injection of treated water, restrictions, permits and other relevant data
- (9) Other plans, programs, and reports included in the attached bibliography of the RFP for this project

Kickoff & Background Data Review Meeting

- (1) Plan, organize, and conduct one kick-off meeting to:
 - (2) Discuss project parameters
 - (3) Review scheduling constraints
 - (4) Establish roles and responsibilities
 - (5) Review scope, schedule, and deliverables
- (6) Review historical water production graphically illustrated by month by creek since 2000, wastewater discharges to San Simeon Creek watershed, net production from San Simeon Creek watershed, and provisions of the District's water rights licenses and CDPs.
- (7) Review inconsistencies, if any, and differing assumptions between documents supporting the 2015 UWMP and those supporting the SEIR and CDP application.

DELIVERABLE(S): Electronic copies of agenda and meeting materials at least two (2) working days prior to the meeting. Summary of action items within five (5) working days following the meeting.

2.2 Water Demand Projections

Develop water demand projections based on the following data and scenarios:

- (1) Demographic data (e.g., population, housing unit, and employment projections, etc.) from General Plans and Local Coastal Plans of the County of San Luis Obispo and other appropriate sources
- (2) Historical and current water production data and consumption data by user class (single-family residential, multifamily residential, commercial, institutional, dedicated irrigation, fire, etc.). Trends in water use reduction at the District since 2000 should be analyzed and factored into the demand projection update
- (3) Historical and projected water savings estimates from on-going District efficiency programs assumed to be provided by the District
- (4) Potential changes in demographics that may result from changes in residential occupancy rates and impacts of ADUs assumed to be provided by the District
- (5) Any other relevant information that WSC feels is necessary or beneficial for this task. The District will provide requested and relevant information in a timely manner.

3 | DETAILED SCOPE OF SERVICES

- (a) It is assumed any future water use efficiency savings will be developed by the District's conservation consultant. WSC will work with the District and its conservation consultant in the initial phase of the Project to scope additional technical analysis needed by the District's conservation consultant for the most applicable methodology and assumptions to use based on available data and preliminary analysis.

(6) Demand scenarios

- (a) Existing development
- (b) Development that is allowable pursuant to the District's Water Code Section 350 declaration of water shortage emergency assumed to be provided by the District
- (c) Land use and development based on build-out included in the Local Coastal Plan adopted by the County of San Luis Obispo assumed to be provided by the District

Water Demand Projections Staff Conference Call

- (1) Facilitate a conference call with District staff to establish demand projection methodologies and assumptions in preparation for WSC and the District's participation in one Coastal Commission conference call and for District staff's participation in additional meetings with the Coastal Commission and the District Board of Directors

Water Demand Projections Coastal Commission Conference Call

- (1) Facilitate a conference call with District staff and Coastal Commission staff to establish demand projection methodologies and assumptions

DELIVERABLE(S): Electronic copies of agenda and meeting materials at least two (2) working days prior to the meeting. Summary of action items within five (5) working days following the meeting

2.3 Water Shortage Contingency Plan Update Evaluation

Develop Water Shortage Contingency Plan recommendations as follows:

- (1) Initial suggestions to the District on how the existing plan might be modified to be consistent with guidelines established by DWR.
- (2) Options for modifying the existing Water Shortage Contingency Plan to meet the District's Board of Directors' goal to utilize the AWTP in a manner that will avoid community impacts associated with Stage 3 drought emergencies.
- (3) It is assumed that WSC will adapt existing information to DWR's new requirements to the extent possible with information provided by the District. Any additional analysis or information needed to meet DWR's requirements is not included within the Cost Proposal for this task.

District Staff Water Shortage Contingency Plan Recommendations Meeting

- (1) Facilitate one conference call with District staff to discuss results of Water Shortage Contingency Plan recommendations development in preparation for WSC and the District's

4.1 DETAILED SCOPE OF SERVICES

participation in one Coastal Commission conference call and for District staff's participation in additional meetings with the Coastal Commission and the District Board of Directors

District Staff and Coastal Commission Water Shortage Contingency Plan Recommendations Conference Call

- (1) Facilitate one conference call with District staff to discuss results of Water Shortage Contingency Plan recommendations development

DELIVERABLE(S): Electronic copies of agenda and meeting materials at least two (2) working days prior to the meeting. Summary of action items within five (5) working days following the meeting

TASK 3.0 FINAL PREP/ATION OF THE 2020 UWMP**3.1 Plan Preparation**

Describe the purpose and background of the UWMP, coordination with other agencies and public outreach efforts, and plan adoption and submittal required by the UWMP Act.

3.2 System Description

Describe the District's water distribution system, service area, population and demographics, climate, government structure, and known development projects.

3.3 System Demands

WSC to review District staff updates to the following items based on information compiled as part of Task 2.2:

- (1) Update historical water demands based on customer consumption and total production data from 2016 through 2020.
- (2) Revise the 2020 UWMP SB7 baseline and target population calculation methodology based on DWR's Methodologies, analyze different target calculation methods, and calculate possible adjustments to the 2020 compliance water use based on DWR's Methodology 8 Incorporate the revised baseline, target, and compliance values into the 2020 UWMP water demands and supply and demand comparisons as necessary.
- (3) Incorporate the results of the AWWA Water Audit software distribution system water loss audit prepared by the District.
- (4) Develop updated water demand projections through 2040 including SB7 targets and lower income household requirements.
- (5) Update and describe the Water Use Reduction Plan based on changes since the 2015 UWMP.

3.4 System Supplies

Describe water supply, sources, existing and projected supply volumes, potential future water supply options, and future water supply projects based on information provided by the District.

5 I DETAILED SCOPE OF SERVICES**3.5 Supply Reliability and Water Shortage Contingency Planning**

WSC to review District staff updates to the following items based on information compiled as part of Task 2.3:

Update and describe factors affecting supply reliability.

- (1) Update the District's Water Shortage Contingency Plan integrating components from the 2015 UWMP and the new State requirements to produce a 2020 Water Shortage Contingency Plan. Development of the Water Shortage Contingency Plan will provide a response framework and action plan for emergency and other shortage conditions, including drought. The Water Shortage Contingency Plan also provides the basis for the Water Shortage Assessment Report, due annually beginning on June 1, 2022.

The Water Shortage Contingency Plan is generally expected to contain the following information:

- i. Annual Water Budget Forecast Procedures - Define the process, data inputs, and water year schedule used to develop the Annual Water Budget.
- ii. Annual Water Budget Assessment Methodology - Define the methodology necessary to conduct an Annual Water Budget Forecast assessing shortage risks.
- iii. Annual Water Budget Evaluation Criteria - Define a set of evaluation criteria that will be used to conduct the Water Budget Forecast.
- iv. Shortage Levels - Include six standard shortage levels, representing the actual shortage, or predicted shortage determined by the Annual Water Budget Forecast.
- v. Shortage Response Actions (SRA) - Define locally appropriate short-term water efficiency and/or demand reduction actions, supply augmentation, and/or operational changes necessary to respond to actual or predicted shortage conditions.
- vi. Communication Plan - Describe planned communication strategies and actions intended to quickly inform customers, the public, and regional and State interests, about current shortages or predicted shortages.
- vii. Customer Compliance, Enforcement, and Appeal/Exemption Procedures - Describe methods and procedures in place to gain customer compliance, enable enforcement to gain compliance, and enable customer appeal process for unique circumstances.
- viii. Implementation Authorities - Demonstrate specific ordinances, resolutions, or other authorities are in place to quickly implement SRAs.
- ix. Financial Plan for Drought Conditions - Describe the management of revenue and expense variances when SRAs are triggered, including but not limited to, customer rate adjustments, or use of financial reserves.
- x. Monitoring and Reporting Requirements and Procedures - Outline internal and external monitoring and reporting procedures to assure appropriate data are being collected, tracked, and analyzed for purposes of monitoring customer compliance, and to meet DWR reporting requirements.
- xi. Re-evaluation and Improvement Process - Identify procedures for monitoring and evaluating the functionality of the Water Shortage Contingency Plan.

6 | DETAILED SCOPE OF SERVICES**3.6 Demand Management Measures (DMM)**

Update and provide a narrative description of the DMMs implemented by the District based on any changes to DMM implementation since the 2015 UWMP and revised DWR requirements.

3.7 UWM P Checklist

Update DWR's UWMP checklist with relevant sections of the UWMP.

3.8 Draft UWMP

Prepare the Draft UWMP and compile all appendices into an electronic file in PDF format.

<i>1 DELIVERABLE(S): One (1) electronic copy of the Draft UWMP</i>

Plan, organize, and conduct one Draft Review Meeting for the District. The purpose of the meeting will be to: (1) review schedule and deliverables; (2) review outstanding data requests; (3) review District comments on the draft; (4) and establish action items and next steps. Draft agendas including an updated data request log and project schedule will be provided at least two days before the meetings. Meeting notes will be provided within one week following the meeting.

<i>DELIVERABLE(S): Electronic copies of agenda and meeting materials at least two (2) working days prior to the meeting. Summary of action items within five (5) working days following the meeting</i>
--

3.9 Final Draft UWMP

Incorporate comments and direction from the Draft UWMP Review Meeting. Prepare the Final Draft UWMP and compile all appendices into an electronic file in PDF format.

<i>1 DELIVERABLE(S): One (1) electronic copy of the Draft UWMP</i>

Attend one UWMP Public Hearing and Adoption Meeting in which the Board will consider adoption of the UWMP. Provide technical expertise and answer questions posed at the District Board of Directors meetings, prepare and review draft and final agenda reports, and assist with creation of presentations. Based on the input received, WSC will make any necessary adjustments to the Final Draft UWMP.

<i>DELIVERABLE(S): Electronic copies of meeting materials at least one week prior to the meeting.</i>
--

3.10 Final UWM P, DWR Standardized Reporting Forms and Electronic Submittal

Compile Final UWMP based on feedback received in the UWMP Public Hearing and Adoption Meeting and the signed adoption resolution

Report on progress towards meeting water conservation targets specified by SB7 in the standardized water use reporting form established by DWR.

Prepare and submit an electronic copy of the UWMP to DWR, including any standardized forms, tables, or displays specified by DWR.

7.1 DETAILED SCOPE OF SERVICES

DELIVERABLE(S): One (1) electronic copy of the Final UWMP to the District, County, surrounding agencies, wholesale suppliers, DWR, and the California State Library

TASK 4.0 AWTP AND SUPPLY PROTOCOL EVALUATION FOR THE UWMP**4.1 AWTP and Supply Protocol Evaluation**

Develop preliminary AWTP and supply protocol analysis as follows:

- (1) Alternative scenarios for using the AWTP
- (2) Identify issues involving the Adaptive Management Plan
- (3) Develop preliminary protocols for pumping and recharge/release of AWTP product water
- (4) Prepare for meetings and discussions with staff of the County of San Luis Obispo and the Coastal Commission relating to the District's water supply and possible operating scenarios for the AWTP

AWTP and Supply Protocol Review Meeting

- (1) Discuss results of AWTP and supply protocol analysis

Due to the unknown level of effort that will be required for this task, WSC will allocate the hours and expenses identified in the attached Cost Proposal, which are to be used on a time and materials not-to-exceed basis as directed by the District, to develop preliminary pumping and AWTP protocols to inform development of the UWMP. It is anticipated that through completion of the UWMP Initial Scope of Services and other coordination with regulatory and permitting agencies that additional technical analysis and budget may be required to complete the pumping protocols for the CDP. The place holder level of effort to start those efforts is described in Task 5.

DELIVERABLE(S): Electronic copies of agenda and meeting materials at least two (2) working days prior to the meeting. Summary of action items within five (5) working days following the meeting

TASK 5.0 CDP SUPPORT

This task is not included in WSC's contract for the 2020 Water Resources Team project. District Staff will lead and perform all efforts associated with this task.

EXHIBIT B

COST PROPOSAL

Umbria Community Serv District
 2020 Water Resourc Team
 Cost Proposal
 5/26/2020



Task No.	Task Description	WSC									Rincon/WCI		Stillwater		ALL FIRMS				
		Contract Manager	QA/QC	Project Manager	Groundwater Lead	UWMP Lead	Surface Water Planner	Surface Water Engineer	Staff Engineer	Admin/Clerical	WSC Labor Fee	Labor Hours	Labor Fee	Labor Hours	Labor Fee	Total Labor Hours	Total Labor Fee	Expenses	Total Fee
		Dylan Wade	Robert Marrow	Daniel Meimel	Michael Crushank	Spencer Waterman	Justin Sutton	Adam Rianda	Aaron Morland	Kay Merrill									
	<i>Billing rates, \$/hr</i>	\$265	\$265	\$225	\$225	\$185	\$185	\$175	\$135	\$125									
1	UWMP Program Controls																		
1.1	Program Controls	7		28						16	\$ 10,155	6	\$ 1,656	6	\$ 1,352	63	\$ 13,163	\$ 400	\$ 13,563
1.2	Program Schedule			7							\$ 1,575					7	\$ 1,575	\$ 100	\$ 1,675
	SUBTOTAL	7	0	35	0	0	0	0	0	16	\$ 11,730	6	\$ 1,656	6	\$ 1,352	70	\$ 14,738	\$ 500	\$ 15,238
2	UWMP Initial Scope of Services																		
2.1	Review of Documents and Data: Analysis and Evaluation			10	8	11				16	\$ 8,430					46	\$ 8,430	\$ 300	\$ 8,730
2.2	Water Demand Projection.			11		34				56	\$ 16,550					102	\$ 16,550	\$ 700	\$ 17,250
2.3	WSCP Update Evaluation			12		26				16	\$ 9,670					54	\$ 9,670	\$ 400	\$ 10,070
	SUBTOTAL	0	0	34	8	71	0	0	0	88	\$ 34,650	0	\$ -	0	\$ -	202	\$ 34,650	\$ 1,400	\$ 36,050
3	Final Preparation of the 2020 UWMP																		
3.1	Plan Preparation									4	\$ 540					4	\$ 540	\$ -	\$ 540
3.2	System Description									4	\$ 540					4	\$ 540	\$ -	\$ 540
3.3	System Demands					2				4	\$ 910					6	\$ 910	\$ -	\$ 910
3.4	System Supply			2		2				11	\$ 2,440					16	\$ 2,440	\$ 100	\$ 2,540
3.5	Supply Reliability and Water Shortage Contingency Planning			4		4				8	\$ 2,100					16	\$ 2,100	\$ 100	\$ 2,200
3.6	Demand Management Measures (DMM)					1				8	\$ 1,265					9	\$ 1,265	\$ 100	\$ 1,365
3.7	UWMP Checklist					1				4	\$ 715					5	\$ 715	\$ -	\$ 715
3.8	Draft UWMP		4	9		9				18	\$ 7,180					40	\$ 7,180	\$ 300	\$ 7,480
3.9	Final Draft UWMP		2	7		9				8	\$ 4,850					26	\$ 4,850	\$ 200	\$ 5,050
3.10	Final UWMP, OWR Standardized Reporting Forms and Electronk Submittal			2		4				4	\$ 1,730					10	\$ 1,730	\$ 100	\$ 1,830
	SUBTOTAL	0	6	24	0	32	0	0	0	74	\$ 22,900	0	\$ -	0	\$ -	136	\$ 22,900	\$ 900	\$ 23,800
4	AWTP andSupply Protocol Evaluation for the UWMP																		
4.1	AWTP andSupply Protocol Evaluation	18	8	10	31	8	4	4	16		\$ 21,195	4	\$ 1,104	8	\$ 1,803	111	\$ 24,102	\$ 800	\$ 24,902
	SUBTOTAL	18	8	10	31	8	4	4	16	0	\$ 21,195	4	\$ 1,104	8	\$ 1,803	111	\$ 24,102	\$ 800	\$ 24,902
	COLUMN TOTALS	25	14	103	39	112	4	0	178	16	\$ 90,750	10	\$ 2,760	14	\$ 3,156	519	\$91	\$ 3,601	\$ 99,990

EXHIBIT C

INSURANCE REQUIREMENTS

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

Consultant shall provide the following types and amounts of insurance:

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

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

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

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

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

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

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

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

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

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

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

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

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

and to pay the premium. Any premium so paid by District shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at District option.

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

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

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

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

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

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

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

15. Consultant will renew the required coverage annually as long as District, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until District executes a written statement to that effect.

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

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

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

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

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

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

22. Consultant agrees to provide immediate notice to District of any claim or loss against Consultant arising out of the work performed under this agreement. District

assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve District.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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

PRODUCER License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588 CONTACT NAME: Dulce Mendoza-Martinez PHONE (A/C, No, Ext): (925) 660-1398 FAX (A/C, No): E-MAIL ADDRESS: Dulce.Mendoza-Martinez@ioausa.com

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Professional Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Urban Water Management Plan All operations of the Named Insured, including the aforementioned project.

CERTIFICATE HOLDER Cambria Community Services District PO Box 65 Cambria, CA 93428 CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Lesie Bancroft



ADDITIONAL REMARKS SCHEDULE

AGENCY IOA Insurance Services		License # 0E67768	NAMED INSURED Water Systems Consulting, Inc. P.O. Box 4255 San Luis Obispo, CA 93403
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
included, as required by written contract.
Retroactive Date - 12/6/2007

Policy Number: PSB0001311

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR DESIGN PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION
BLANKET BASIS

BROKER COPY

HOME OFFICE
SAN FRANCISCO

EFFECTIVE APRIL 7, 2020 AT 12.01 A.M.
AND EXPIRING APRIL 7, 2021 AT 12.01 A.M.

9248982-20
RENEWAL
NA
5-36-22-22
PAGE 1 OF 1

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

WATER SYSTEMS CONSULTING, INC.
PO BOX 4255
SAN LUIS OBISPO, CA 93403

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: APRIL 6, 2020

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

Exhibit C

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs is an “insured” for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured’s own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any “accident” or

“loss”, provided that the “accident” or “loss” arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

An “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:

(1) Any covered “auto” you lease, hire, rent or borrow; and

(2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business. However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total “loss” to a covered “auto” shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the “loss”;