

site-specific biological mitigation measures (hereafter "biological mitigation plan") in order to obtain permits from various state and federal agencies. Prior to execution of a Management Agreement with the California Department of Fish and Game, and prior to accepting permits from the U.S. Army Corps of Engineers, CCWA shall prepare a biological mitigation plan and provide a copy thereof to CGV and NCCC. This plan shall be presented for approval at a public hearing of CCWA.

A preliminary draft biological mitigation plan shall be provided to CGV and NCCC at the same time the draft biological mitigation plan is provided to the County of Santa Barbara. CCWA shall also provide a status report to CGV and NCCC regarding the development of the biological mitigation plan (including a discussion of the items, provisions and areas of agreement and disagreement) on or by May 3, 1992 or 30 days prior to the public hearing, whichever is earlier. CCWA shall meet and discuss said biological mitigation plan with CGV and NCCC prior to executing the above-referenced Management Agreement and accepting the above-referenced permits.

b. Monitoring. Each and every component of the approved biological mitigation plan shall be incorporated into the Mitigation Monitoring Program for the Project.

4. Litigation Waiver

In consideration of CCWA's commitments in this Agreement, CGV and NCCC agree to forbear from judicial proceedings challenging CCWA's approval of Resolutions No. 92-1 and 92-2 and certification of the Project EIRs. This waiver is limited to any potential challenges to the approval of Resolutions No. 92-1 and 92-2 and certification of the Project EIRs as undertaken by CCWA on January 23, 1992. This waiver shall not be construed as an admission by CGV or NCCC that the Project is valid or that the Project EIRs are adequate. This waiver shall not extend to any other action undertaken by CCWA. This waiver shall not extend to certification, adoption or approval of any other environmental review documents, including but not limited to the Negative Declarations and Statements of Exemption for Local Connection and/or Tie-In projects. The execution of this Settlement Agreement shall not be construed to be an admission by CCWA that its approval of Resolutions No. 92-1 and 92-2 and its certification of the Project EIRs is defective, invalid, or improper.

5. Effective Date

This Agreement shall become effective immediately upon execution of this Agreement by all parties hereto.

6. Invalidity of Provision

If any part, term, clause, provision, obligation, sentence,

section or paragraph of this Agreement for any reason is determined, found or ruled to be unconstitutional, illegal, invalid, contrary to law or unenforceable, such unconstitutionality shall affect only such part, term, clause, provision, obligation, sentence, section or paragraph, and shall not affect or invalidate any other part, term, clause, provision, obligation, sentence, section or paragraph, which the parties agree and intend shall remain binding upon the parties in full force, validity and effect.

7. Binding

The parties hereto intend that this Agreement, and each and every provision hereof, shall be binding and enforceable as to each party in accordance with all of the terms and conditions contained herein.

8. Amendment

Neither this Agreement nor any term, provision or condition hereof may be amended or terminated, and no obligation, duty or liability of any party hereto may be released, discharged or waived except in a writing signed by each party hereto.

9. Assignment

No party to this Agreement shall assign any of its respective rights or delegate any of its respective obligations under this Agreement without the prior written consent of all parties hereto.

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto as to the matters referred to in this Agreement. This Agreement specifically supersedes any prior written or oral agreement between the parties with respect to the subject matter hereof.

11. Construction

The language in all parts of this Agreement shall be construed as a whole in accordance with its fair meaning and without regard to California Civil Code Section 1654 or similar statutes.

12. Authority and Capacity

Each party to this Agreement represents and warrants that it is authorized and has the capacity to enter into this Agreement

and each signatory to this Agreement is authorized and has the capacity to sign this Agreement.

13. Time of the Essence

Time shall be of the essence in the performance and/or satisfaction of this Agreement and/or each individual term, promise, provision, obligation, sentence, clause, section or paragraph hereof.

14. Default

The failure of any party to timely satisfy any obligation, promise, agreement, provision, term, sentence, clause, section or paragraph of this Agreement shall constitute a substantial breach of this Agreement and a default thereunder.

15. Waiver of Breach or Violation

The waiver by any party of any breach or violation of any term, covenant, provision or condition of this Agreement shall not be deemed a waiver of such term, covenant, provision or condition, or of any subsequent breach or violation of the same, or of any other term, covenant, provision or condition.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written above.

APPROVED AS TO FORM:

Susan Peterson

HATCH AND PARENT

CENTRAL COAST WATER AUTHORITY

By Curtis Tunnell

Curtis Tunnell  
Chair

APPROVED AS TO FORM:

Linda Krop

Linda Krop  
ENVIRONMENTAL DEFENSE  
CENTER

CITIZENS FOR GOLETA VALLEY

By Greg Lockwood

Greg Lockwood  
President

APPROVED AS TO FORM:

Linda Krop

Linda Krop  
ENVIRONMENTAL DEFENSE  
CENTER  
4435P

NORTH COUNTY CITIZENS  
COALITION

By Bess Christensen

Bess Christensen

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**RESOLUTION NO. 93-22 OF THE CENTRAL COAST WATER AUTHORITY  
CERTIFYING THE FINAL SUPPLEMENT TO THE SANTA YNEZ  
EXTENSION AND MISSION HILLS EXTENSION ENVIRONMENTAL IMPACT  
REPORTS; AND APPROVING CERTAIN MODIFICATIONS TO THE  
MISSION HILLS EXTENSION AND SANTA YNEZ EXTENSION OF THE  
COASTAL BRANCH OF THE CALIFORNIA AQUEDUCT; AND OVERRULING  
CERTAIN LOCAL AGENCY DETERMINATIONS OF PROJECT  
INCONSISTENCY WITH GENERAL PLANS; AND MAKING REQUIRED  
FINDINGS**

**WHEREAS**, Preliminary Design and Final Environmental Impact Reports, including State Water Project, Coastal Branch, Phase II, and Mission Hills Extension ("MHE EIR"), AND the Santa Ynez Extension, a Local Facility of the Coastal Branch, Phase II ("SYE EIR"), have been completed and all the requirements of the California Environmental Quality Act ("CEQA") have been satisfied relating to the construction of the Mission Hills Extension and the Santa Ynez Extension of the California Aqueduct ("the Local Facilities Project") and all related local turn-outs; and

**WHEREAS**, the Authority adopted Resolutions No. 92-1 and 92-2 on January 23, 1992, certifying the MHE EIR and the SYE EIR, approving the Local Facilities Project, making certain findings, adopting a certain statement of overriding considerations, and imposing certain conditions of approval; and

**WHEREAS**, the Authority adopted Resolution No. 92-11, approving a certain settlement agreement and imposing an additional condition upon the Local Facilities Project; and

**WHEREAS**, a Final Supplement to the MHE EIR and the SYE EIR ("Supplement") has been completed, describing certain proposed project modifications, an alternative site for the Santa Ynez Pump Facility, and the environmental impacts associated with said modifications and alternative, and all requirements of CEQA have been satisfied relating to said Supplement, and the modifications and alternative described therein; and

**WHEREAS**, the City of Solvang has made a report to the Authority, pursuant to Government Code section 65402, that as described in the Supplement the project location, purpose, or extent of property acquisition is not in conformity with the City's general plan; and

**WHEREAS**, the County of Santa Barbara has made a report to the Authority, pursuant to Government Code section 65402, that as described in the Supplement the Santa Ynez Pump Facility location, purpose, or extent of property acquisition is not in conformity with the City's general plan; and

**WHEREAS**, it is the desire of the Authority to certify the Supplement, overrule the City of Solvang's and County of Santa Barbara's determinations of project inconsistency with their general plans as permitted by Government Code section 65402, approve the proposed modifications to the Local Facilities Project described in the Supplement, and commence the final design of the Mission Hills and Santa Ynez Extensions, revised as described in the Supplement, at this time.

**NOW, THEREFORE, BE IT RESOLVED**, that the Authority hereby certifies that the Final Supplement to Environmental Impact Reports for Santa Ynez Extension and Mission Hills Extension has been completed in compliance with the California Environmental Quality Act and has been presented to the Board of Directors of the Authority as the lead agency of the Local Facilities Project.

**BE IT FURTHER RESOLVED**, that the Board of Directors of the Authority has reviewed and considered the information contained in the MHE EIR and SYE EIR as revised by the Supplement.

**BE IT FURTHER RESOLVED**, that the Board of Directors of the Authority hereby overrules the actions by the planning agencies for the City of Solvang and County of Santa Barbara, disapproving the location, purpose, or extent of property acquisition of the Local Facilities Project, modified as described in the Supplement.

**BE IT FURTHER RESOLVED**, that the Board of Directors of the Authority hereby approves the proposed modifications to the Local Facilities Project, as described in the Supplement.

**BE IT FURTHER RESOLVED**, that the Findings set forth in Attachment 1 to this Resolution are incorporated by reference herein and are hereby adopted and determined to be true; and

**BE IT FURTHER RESOLVED**, that the commencement of Final Design of the project modifications is hereby approved; and

**BE IT FURTHER RESOLVED**, that both the modified Buellton River Crossing and the Santa Rosa Road Buellton Bypass described in the Supplement are approved, with the Santa Rosa Road Buellton Bypass being the preferred route unless the same is infeasible.

**BE IT FURTHER RESOLVED**, that this resolution shall take effect immediately.

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**FINDINGS IN SUPPORT OF APPROVAL OF  
CERTAIN MODIFICATIONS TO THE SANTA YNEZ EXTENSION  
AND THE MISSION HILLS EXTENSION OF THE CALIFORNIA AQUEDUCT**

**PROJECT DESCRIPTION**

The Central Coast Water Authority ("CCWA") proposes to construct and operate an extension of the State Water Project aqueduct to deliver water treated water within Santa Barbara County. CCWA also will construct and operate a water treatment plant in San Luis Obispo County, in cooperation with the California Department of Water Resources ("DWR") and the San Luis Obispo County Flood Control and Water Conservation District ("SLOCFCWCD"). CCWA approved its project by Resolution No. 92-2, on January 23, 1993. CCWA imposed an additional condition upon the project by Resolution No. 92-11, on February 27, 1992.

CCWA's project pipeline will commence within Vandenberg Air Force Base, at a tank which is the terminus of the water delivery pipeline constructed by DWR ("Tank 5"), will proceed generally southeasterly through the Lompoc/Mission Hills/Vandenberg Village area, through the Buellton area, through Solvang and the Santa Ynez Valley, then hooking up to an existing water pipeline between Santa Ynez and Lake Cachuma, then extend into Lake Cachuma, where the water will be discharged. Water delivered to the South Coast contractors then will be extracted from the lake through the existing Tecolote Tunnel facility. Project facilities approved by CCWA, in addition to the pipeline, turnouts, and appurtenances, include a water storage tank west of Buellton ("Tank 7"), a pumping facility east of the City of Solvang, and a dechlorination facility.

The project approved by CCWA is described in more detail in the Final Environmental Impact Report, State Water Project, Coastal Branch, Phase II, and Mission Hills Extension, and Addendum thereto ("MHE EIR") and the Final Environmental Impact Report, Santa Ynez Extension, a Local Facility of the Coastal Branch, Phase II, and Addendum thereto ("SYE EIR").

Since approval of the project, CCWA staff and engineers have studied more precise design and siting of the pipeline and its appurtenant facilities and have analyzed the potential environmental impacts which could result from modifying the project slightly to reduce its impacts.

The project modifications are described in detail in the Final Supplement to Final Environmental Impact Reports for Santa Ynez Extension and Mission Hills Extension.

Pursuant to the requirements of the California Environmental Quality Act ("CEQA"), the Central Coast Water Authority, successor agency to the Santa Barbara Water Purveyors Agency ("SBWPA"), hereby adopts the following findings:

I. TIERED/PROGRAM ENVIRONMENTAL IMPACT REPORT

CEQA, and the Guidelines adopted to implement CEQA, describe the concept of a "program" or "tiered" environmental impact report, whereby a series of environmental documents, ultimately comprising a whole, are prepared for a series of actions which can be characterized as one large project and are related geographically or as a part of a chain of contemplated actions. The purpose of the program or tiered environmental impact report is to ensure complete analysis and disclosure of the environmental impacts of the related actions and the cumulative impacts of the whole of those actions. CEQA contemplates that the first environmental impact report discloses the impacts of the general program; that document is followed by narrower or site-specific environmental documents (either environmental impact reports or negative declarations or a combination of both) which incorporate by reference discussion of the impacts of the prior, general document. Subsequent environmental documents need not re-examine environmental impacts which have already been examined in a prior document within the tiered structure. Public Resources Code sections 21068.5, 21094; CEQA Guidelines section 15168.

The California Department of Water Resources (DWR) prepared the first document of the program or tiers, entitled Final Environmental Impact Report, State Water Project, Coastal Branch, Phase II, and Mission Hills Extension ("MHE EIR"), with Addendum. The MHE EIR studied the overall program and the specific potential environmental impacts of construction of the Coastal Branch and Mission Hills Extension. This study included cumulative impacts and various growth inducement scenarios. DWR will construct the Coastal Branch extension to its terminus at Vandenberg Air Force Base (Tank 5) in Santa Barbara County as a State-sponsored project.

DWR and CCWA's predecessor agency, the Santa Barbara Water Purveyors Agency (SBWPA) jointly sponsored preparation of the Final Environmental Impact Report, Santa Ynez Extension, a Local Facility of the Coastal Branch, Phase II, with an

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Addendum thereto ("SYE EIR"), which constitutes another tier within the program environmental impact report. This document addressed the environmental consequences of the Santa Ynez Extension and compared those impacts to the potential impacts of various project alternatives, and provided additional information regarding growth inducement not included in the Coastal Branch EIR.

CCWA now has prepared and certified a Supplement to the SYE and MHE, describing proposed project modifications to reduce the environmental impacts of the project, and an alternative site for the consolidated pump facility-dechloramination facility ("Santa Ynez Pump Facility").

## II. CEQA FINDINGS -- GENERAL

1. The Board of Directors of CCWA has read and considered the following environmental documents, including any Appendices and Addenda:

Final Environmental Impact Report, State Water Project, Coastal Branch, Phase II, and Mission Hills Extension, with Addendum ("MHE EIR")

Final Environmental Impact Report, Santa Ynez Extension, a Local Facility of the Coastal Branch, Phase II, with Addendum ("SYE EIR")

Final Supplement to Final Environmental Impact Reports for Santa Ynez Extension and Mission Hills Extension ("Supplement").

2. CEQA requires analysis not only of direct or primary impacts, but also of indirect or secondary impacts which are caused by the project and are later in time or are further removed in distance, but are reasonably foreseeable. In light of these principles, each of the EIRs reviewed by CCWA analyzes the indirect, secondary impacts arising from cumulative development which may occur as a result of the project and from other projects expected to occur in the vicinity at the same time that the program components are under construction.

3. CEQA requires analysis of the potential which the project may have to induce growth. Each of the EIRs reviewed by CCWA analyzes the potential for growth inducement from the project and the impacts which could result from growth related to the project.

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4. CEQA requires the evaluation of reasonable and feasible alternatives to the project, as well as evaluation of the impacts which would result if the project were not implemented (the "No Action" alternative). The EIRs, taken together, analyze the "No Action" alternative, various alternative pipeline routes, and various alternative water sources which might be considered in lieu of the project. In addition, the Supplement analyzes changes and alterations to be made to the project which avoid or substantially lessen the significant environmental impacts identified in the EIRs for the project to be constructed by CCWA. The remaining significant environmental impacts identified in the EIRs for CCWA's project are acceptable due to the overriding concerns described in the Statement of Overriding Considerations adopted by CCWA in Resolution No. 92-2. Although CCWA approved a mitigated alternative in Resolution No. 92-2, the modifications approved by Resolution No. 93-23 to which these findings are appended represent further mitigation measures identified in the course of further project design.

5. The revised project mitigates the potentially significant environmental impacts to an acceptable level. Changes and alterations have been incorporated into the project where feasible; and these changes and alterations to avoid and substantially lessen the significant environmental impacts, as identified in the EIRs and Supplement. These changes include adjustments in the route alignment to avoid or reduce impacts, design features to avoid or reduce impacts, and a mitigation monitoring program which mitigates potentially significant impacts to an acceptable level.

6. As part of its original approval of the project, CCWA adopted a mitigation and monitoring program pursuant to the requirements of Public Resources Code section 21081.6. Further refinement of that mitigation and monitoring program is occurring and a proposed final Mitigation Program and a Biological Resource Mitigation Plan, prepared with input from the United States Fish and Wildlife Service, U.S. Army Corps of Engineers, and California Department of Fish and Game, will be presented to the CCWA Board of Directors for public hearing and adoption prior to commencement of construction.

7. The revised project as proposed by the CCWA is in the interest of providing a safe and reliable water source to the users and customers of the individual purveyors who are members of CCWA, or have Water Supply Agreements with CCWA, for all of the reasons stated in the findings adopted by Resolution No. 92-2. Those findings and the statement of overriding consideration and conditions adopted by Resolution

substantially lessen some of the cultural resource impacts identified in the EIR.

3. Water quality -- the project modifications include using the existing ID#1 pipeline (reducing the project length by about 5 miles and eliminating a number of creek and river crossings), eliminating all trenching across the Santa Ynez River, and to spanning or tunnelling under San Antonio Creek, thereby reducing substantially the potential water quality impacts of the project. Mitigation measures will be depicted on the project plans so that contractors and monitors will be advised as to the location of potentially sensitive areas and the need for mitigation to reduce and avoid water quality impacts.

4. Aesthetics -- the project modifications described in the Supplement result in substantially less vegetation removal than contemplated in the EIRs. In addition, consolidation of the pumping plant and the dechloramination facility at one site, with the described residential/agricultural design, set back from the nearest road and from neighboring properties and well-landscaped, reduces the aesthetic impacts described in the EIR for the two facilities. The project modifications described in the Supplement overall represent changes which have made to the project to avoid or substantially lessen the aesthetic impacts.

5. Geological -- some of the project modifications described in the Supplement were made to avoid geologic hazards. The project modifications described in the Supplement overall represent changes which have made to the project to avoid or substantially lessen the geologic impacts.

6. Utilities -- the Supplement corrects an inaccurate or unclear statement in the SYE EIR concerning the potential power needs of the pumping facility. These are stated in the SYE EIR variously as 1.1 megawatts (MW) and 1.5 kilowatts (kW). The correct power requirements of this facility are 2 megawatts (MW). These requirements do not exceed the capacity of the local provider to deliver. No change has occurred in the facility which significantly increases the power requirements of the site since completion of the EIR; the Supplement simply has clarified incorrect and conflicting statements in the EIR which were not identified prior to its certification.

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No. 92-2 and by Resolution No. 92-11 are incorporated by reference into these findings.

8. The findings pertaining to alternatives for providing additional water to the members of CCWA, in lieu of the project, adopted by Resolution No. 92-2 are incorporated by reference into these findings. Since adoption of Resolution No. 92-2, no new feasible project alternatives, other than those analyzed in the Supplement, have been discovered.

9. The findings pertaining to growth inducement adopted by Resolution No. 92-2 are incorporated by reference into these findings. Since adoption of Resolution No. 92-2, the growth inducement analysis has not changed

10. CCWA finds and determines that the requirements of CEQA have been satisfied for the project modifications.

### III. PROJECT SPECIFIC CEQA FINDINGS

A. The MHE EIR and the SYE EIR identify certain potentially significant environmental impacts associated with construction of CCWA's project and the findings and statement of overriding considerations adopted by Resolution No. 92-2 pertaining to those impacts are incorporated by reference in these findings. Except in the following identified instances, the project impacts and their mitigation as described in EIRs and in the Resolution No. 92-2 findings are unchanged:

1. Biology -- the biological mitigation program adopted by CCWA with Resolution No. 92-2 is being refined with input from the U.S. Fish and Wildlife Service, the U.S. Army Corps of Engineers, and the California Department of Fish & Game. Species specific or habitat specific mitigation measures will be set forth on the project plans so that the contractors and monitors will be fully informed concerning the existence of sensitive resources and the required mitigation of impacts. In addition, the project modifications described in the Supplement and adopted simultaneously with these findings will avoid or substantially lessen many of the biological impacts identified in the EIR.

2. Cultural resources -- the cultural resources mitigation program adopted by CCWA with Resolution No. 92-2 has been refined and CCWA is in the process of negotiating with the applicable State and Federal agencies a programmatic approach to cultural resource mitigation for the project. In addition, the project modifications described in the Supplement and adopted simultaneously with these findings will avoid or

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IV. CEQA FINDINGS--CUMULATIVE IMPACTS

The cumulative impacts of the project are unchanged by the project modifications described in the Supplement, except that the reduction in impacts resulting from the project modifications will result in a reduction in the cumulative impacts as well. Although impacts of the project had been avoided or substantially lessened with the incorporation of mitigation measures as set forth in the EIRs, the project modification have further avoided or lessened these impact.

V. CEQA FINDING UNDER PUBLIC RESOURCES CODE SECTION 21081

CCWA finds that changes or alterations have been incorporated into the project to mitigate or avoid significant impacts. These changes or alterations include re-routings and the project modifications outlined herein and set forth in more detail in the Supplement and the EIRs. Some of these changes or alterations have been incorporated into the conditions of approval imposed with the original project approval.

CCWA further finds that some changes or alterations are within the responsibility and jurisdiction of other agencies. For example, the cumulative, area-wide impacts to which the project incrementally contributes, and the secondary impacts of any growth which might be induced by the project, are within the responsibility, jurisdiction, and control of the affected cities and counties, and are outside the control of CCWA.

CCWA further finds that specific economic, social, or other considerations make infeasible certain of the alternatives suggested and analyzed in the project EIRs. These considerations are more fully discussed in the EIRs and the findings adopted by Resolution No. 92-2.

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Agenda Item VIII.B.1.  
Board Meeting  
August 26, 1993

**RESOLUTION NO. 93-23 OF THE CENTRAL COAST WATER AUTHORITY  
AUTHORIZING AMENDMENT NO. 2 TO THE AGREEMENT WITH CH2M HILL IN  
CONNECTION WITH CONSTRUCTION MANAGEMENT SERVICES**

WHEREAS, on June 24, 1993, the Board of Directors ("Board") of the Central Coast Water Authority ("Authority") approved Resolution No. 93-15 which authorized the engagement of CH2M Hill Consulting Engineers, Inc. ("Consultant") to provide Construction Management Services and authorized execution of an Agreement for the first two months of such services ("Agreement"); and

WHEREAS, the Authority has previously executed Amendment No. 1 to the contract with Consultant related to the development of water for construction; and

WHEREAS, the Authority and Consultant mutually desire to modify certain terms of the agreement related to the added scope of services and add construction management services for the final design, bidding and construction phases of Authority's project.

**NOW, THEREFORE, BE IT RESOLVED,**

1. The attached Second Amendment to Agreement for Engineering Services is approved, and the Chairman and Executive Director are authorized to approve it, with such changes as they shall approve.

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

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**AMENDMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES**

**CONSTRUCTION MANAGEMENT SERVICES IN CONNECTION WITH THE  
STATE WATER PROJECT DELIVERY AND TREATMENT FACILITIES**

**THIS AMENDMENT NO. 2 (Second Amendment) is made and entered into on this 26th day of August, 1993, by and between the Central Coast Water Authority (CCWA) and CH2M HILL CALIFORNIA INC. (Consultant), at Santa Barbara, California, with reference to the following facts and intentions:**

A. CCWA and Consultant entered into an Agreement for Services in connection with Construction Management Services dated June 24, 1993, (Agreement).

B. The Agreement describes specific work which the parties contemplated that Consultant would perform, and the compensation therefor.

C. CCWA and Consultant now mutually desire to provide for the modification of certain existing tasks, terms and compensation not previously described in the Agreement.

**NOW, THEREFORE, the parties agree as follows:**

1. Amendment to Section 4 of Agreement. Section 4(d) of the Agreement is hereby amended to delete the existing paragraph and add the following paragraph:

CCWA reserves the right, in its sole discretion, to withhold amounts from invoices that CCWA deems to have insufficient or inadequate supporting documentation or detail, where CCWA has questions or concerns regarding the services provided, or pending the release/payment of any liens created by the services of Consultant or its subcontractors, as reasonably determined by CCWA. CCWA shall release said retentions upon presentation of releases by subcontractors acceptable to CCWA and/or upon CCWA's determination of the adequacy of supporting documentation or detail, for services provided.

2. Amendment to Section 5 of Agreement. Section 5(c) of the Agreement is hereby amended to delete the existing paragraph and add the following paragraph:

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Consultant shall procure and/or maintain professional liability insurance coverage for protection from claims arising out of performance of professional services under this Agreement in an amount of not less than Ten Million Dollars (\$10,000,000) per occurrence and in the aggregate.

3. **Amendment to Section 7 of Agreement.** Section 7 of the Agreement is hereby amended to add the following paragraph:

During the Project, Consultant may provide services related to remediation of hazardous substances. Such services may involve a portion of the pipeline which will extend to areas known to contain crude oil-contaminated soil, as well as other areas which are believed to be free of contamination based on evaluation of land use maps, but which could contain unforeseen contamination. In providing remediation related services, the Consultant shall not be considered as a generator of the contamination. To the maximum extent permitted by law, Authority will indemnify Consultant and Consultant's officers, employees, subcontractors and affiliated corporations from all claims, damages, losses and costs, including, but not limited to, attorneys' fees and litigation or dispute resolution expenses (Claims) arising out of or relating to the presence, discharge, release, or escape of hazardous substances, contaminants, or asbestos on, under or from the Project, except for any Claims arising from or relating to any alleged negligent acts or omissions of Consultant or its subcontractors, or any alleged failure of Consultant or its subcontractors to perform in accordance with the terms of this Agreement.

4. **Amendment to Exhibit A to Agreement.** Exhibit A to the Agreement is hereby amended to delete Sections 1.b, 2, 4, and 5 of Exhibit A and add the Sections 1.b, 2, 4, and 5 provided in Attachment 1 to this Amendment No. 2.
5. **Amendment to Agreement.** The Agreement is hereby amended to add Task Orders C, D, E, and F provided in Attachment 2 to this Amendment No. 2.
6. **No Other Changes.** Except as expressly amended herein above, the remainder of the Agreement shall remain in full force and effect. All work described in this Second Amendment shall be performed, and all compensation paid, in conformity with the provisions of the Agreement.

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IN WITNESS WHEREOF, this Second Amendment has been duly authorized and executed by the parties hereto on the day and year first written above.

**CCWA  
CENTRAL COAST WATER AUTHORITY**

By \_\_\_\_\_  
CURTIS J. TUNNELL, Chairman

**CH2M HILL CALIFORNIA INC.**

By \_\_\_\_\_  
RICHARD KNOX  
Contract Representative and  
Authorized Signatory

**Amendment No. 2 to Agreement  
for Professional Services**

**ATTACHMENT 1**

The following sections replace Sections 1.b, 2, 4 and 5 of Exhibit A to the Agreement:

1.b. Consultant's Branch Office Operational Costs and Expenses. Consultant, during the design and bid/award phases of this Agreement, shall operate a local Branch Office in Santa Barbara County. The costs and expenses of the operation of the Consultant's local Branch Office shall not be paid by CCWA, directly or indirectly, but Consultant shall be solely compensated therefor through the hourly rates billed.

2. Basic Compensation. As conditioned in this Exhibit, the hourly rates of Consultant's employees for the purpose of determining Consultant's Basic Compensation for each Task are set forth in Exhibit 1 to this Exhibit A. In determining Consultant's Basic Compensation, there shall be no charges for other employee compensation and overhead expenses. Other employee compensation and overhead expenses include, without limitation, overtime (that in excess of the regular rate of pay), sick leave, holiday pay, vacation, FICA taxes, state employment tax, workers' compensation insurance, retirement benefits, medical and dental benefits, and other benefits, compensation, reimbursements and expenses, except as provided for in this Exhibit A. CCWA will not be billed for more than eight (8) hours of work in any one (1) day for Consultant's Project Manager. Said hourly rates shall not be increased more than four (4) percent per year in 1994 and 1995, and not more than five (5) percent in 1996. Increases in Consultant's hourly rates shall be subject to approval by CCWA's Executive Director. CCWA's decisions regarding rate increases will be based on reasonable review and evaluation of justification provided by Consultant. Hourly rates of project hires working under the direction of Consultant for the purpose of determining Consultant's Basic Compensation for each Task are set forth in Exhibit 1 to this Exhibit A. Hourly rates of project hires set forth in Exhibit 1 to this Exhibit A shall be utilized throughout the term of this Agreement.

4. ODCs. The other direct expenses reimbursable to Consultant are the following.

a. Travel and Subsistence. Consultant's employees shall not be paid for travel time for travel to or from destinations outside of Santa Barbara and San Luis Obispo Counties. Consultant's employees shall be reimbursed for travel which is not a regular commute for Consultant's employee(s). Reimbursable travel expenses shall be at the lowest coach airfare available if travel is by air; \$.285 per mile if an employee's private vehicle is utilized; and the lowest cost available, if other commercial transportation is utilized. Forms of transportation other than regular public transportation or private vehicle transportation are not authorized for reimbursement unless approved in advance

by Executive Director or such arrangements are less than regular commercial costs unless otherwise specified in this section of Exhibit A.

Unless otherwise specified in this section of Exhibit A, Consultant's employees entitled to travel reimbursement shall be reimbursed for actual costs of meals and/or accommodations, but said subsistence reimbursements shall not exceed \$110 per 24-hours if an overnight stay is involved or \$35 per day if an overnight stay is not required unless higher reimbursements are authorized in advance by the Executive Director.

For Consultant employees working during the construction phase (April 1994 through September 1996) and assigned to a field office, CCWA will reimburse Consultant expenses related to moving of employees to the area of construction or for employee subsistence at the following per diem schedule: \$105 per day for Project Manager, \$95 per day for each of the two Construction Managers, and \$80 per for each of four field staff. Aside from the above per diem rates, no separate reimbursement will be made for employee travel between home and job location.

Vehicles for construction site access will be reimbursed at actual rental or lease rates. Reimbursement will be provided for no more than 8 vehicles unless otherwise authorized in advance by the Executive Director. The type of vehicle to be provided under this section shall be approved by Executive Director.

b. Computer Time. Computer hardware and software acquired for, & dedicated to, the project shall be reimbursed at actual cost or provided by CCWA. Computer charges for multiple use computers shall be reimbursed at \$6 per hour, with the limitation that the total aggregate amount of charges shall not exceed \$8,000 during the term of this Agreement.

c. Facsimile Charges. There will be no reimbursement for faxes.

d. Copy Charges. There shall be no reimbursement for regular copying, but Consultant shall be reimbursed for copying of major reports or documents at a rate of \$.07 per page for photographic copies and \$.40 per page for blue-line copies.

e. Telephone Charges. Telephone costs incurred at Consultant's permanent offices shall be reimbursed, with the limitation that the total aggregate amount of charges shall not exceed \$4,000 during the term of this Agreement. At Consultant's temporary office in Santa Barbara, charges for acquiring and using project dedicated telephones will be billed at cost. During construction (April 1994 through September 1996) the cost of telephone service at construction sites will be charged at cost.

f. Postage Charges. No postal or mailing charges at Consultant's permanent offices shall be reimbursable, except the actual cost of necessary or required expedited mailing. At temporary project or field offices, postage and messenger charges will be billed at cost.

g. Lab Charges. Actual lab charges are reimbursable, except that lab costs in excess of \$500 per Task shall not be reimbursable unless authorized in advance by Authority or unless authorization from Authority cannot be obtained in time to avoid a delay of a construction contractor.

h. Temporary Office. Expenses for maintaining a temporary office during September 1993 through March 1994 for the design and bid/award phase activities will not be reimbursed.

5. Key Personnel. In conjunction with Section 1.e. of the Agreement, the key personnel for the Project, none of whom will be removed without Authority's approval, are: Phil Kohne, Dick Day, John Burke, Terry Maughmer, and Loren Shepherd.

Subcontractors. In conjunction with Section 1.e. of the Agreement, the subcontractors and subcontractor agreements approved by Authority are the following:

<u>Name</u>	<u>Services</u>	<u>Subcontr. Approval</u>
Flowers & Assoc.	Contr. Admin./ Insp.	_____
Penfield & Smith	Surveying	_____
K-C Geotechnical	Material Testing	_____
Davies Commun.	Public Commun.	_____

EXHIBIT 1 TO EXHIBIT A

CH2M HILL 1993 SCHEDULE OF HOURLY RATES

<u>GRADE</u>	<u>RATE</u>
E7	\$142.25
E6	\$118.75
E5	\$102.50
E4	\$ 89.25
E3	\$ 77.00
T5	\$ 71.25
T4	\$ 67.50
T3	\$ 63.25
OFC	\$ 41.00

CH2M HILL PERSONNEL GRADES

Phil Kohne	Project Manager	E7
Dick Day	Construction Manager - Treatment Plant	E6
John Burke	Construction Manager - Pipeline	E6
Terry Maughmer	Field Engineer	E5
Loren Shepherd	Project Controls Engineer	E4

PROJECT HIRE HOURLY RATES

<u>LEVEL</u>	<u>RATE</u>
Inspector 3	\$65.00
Inspector 2	\$60.00
Inspector 1	\$55.00

SCHEDULE OF HOURLY RATES FOR SUBCONSULTANTS

Flowers & Associates

David Baum                      \$92.00                      (Rate shall apply throughout the term of this Agreement)

Amendment No. 2 to Agreement  
for Professional Services

ATTACHMENT 2

- TASK ORDER C CONSTRUCTION MANAGEMENT SERVICES  
DURING DESIGN
- TASK ORDER D CONSTRUCTION MANAGEMENT SERVICES  
DURING BID AND AWARD
- TASK ORDER E CONSTRUCTION MANAGEMENT SERVICES  
DURING CONSTRUCTION PHASE
- TASK ORDER F CONSTRUCTION MANAGEMENT SERVICES  
FOR REPAIR OF SYID#1 PIPELINE

attach.2

CALENDAR PAGE	274.98
MINUTE PAGE	1273

**TASK ORDER C**  
**Construction Management Services**  
**during Design**

**COORDINATION AND AUTHORIZATION SHEET**

I. Initial Authorizations. On the terms and conditions of the Agreement for Construction Management Services between Central Coast Water Authority (CCWA) and CH2M HILL CALIFORNIA INC. (Consultant), as modified hereby, CCWA, with the consent of Consultant, hereby authorizes the attached Task Order C, and Consultant agrees to accomplish said Task Order on said terms and within said time frames.

Task Order Additional Terms are:

Tasks Included and Not-to-Exceed Costs (excluding Extra Services):

Task C1:	<u>\$ 110,113</u>
Task C2:	<u>\$ 123,577</u>
Task C3:	<u>\$ 165,228</u>
Total:	<u>\$ 398,918</u>

Time Parameters: \_\_\_\_\_

Extra Services Authorized: \$39,891

AUTHORITY

ENGINEER

By \_\_\_\_\_  
 Authorized Signatory

By \_\_\_\_\_  
 Authorized Signatory

II. Notices to Proceed

Tasks/SubTasks	Date	Authority Authorization/Acknowledgement	Engineer Authorization/Acknowledgement
C1, C2, and C3	8/26/93	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

III. Extra Services.

No.	Task No.	Description	Amount	Date	Authority Authorization /	Engineer Acknowledgement
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

CALENDAR PAGE	274.99
MINUTE PAGE	1274

## TASK ORDER C

### CONSTRUCTION MANAGEMENT SERVICES DURING DESIGN

Task Order C will be initiated to provide construction management (CM) services during the design phase of the project, currently scheduled to extend through the end of December 1993. Services provided will be related to the water treatment plant, the pipeline facilities (pipeline, tank, pump station), and the coordination of the multiple project elements of CCWA and DWR facilities.

#### ASSUMPTIONS RELATED TO SCOPE OF SERVICES

The scope of work and budget proposed under this Task Order C are predicated on the following general assumptions:

- A. During the design phase, the Consultant will perform work in its permanent offices and in a temporary office in Santa Barbara. While working in its temporary office, the Consultant will be provided with reasonable clerical support from CCWA staff.
- B. Work outside of the Consultant's offices is expected to occur in locations in Santa Barbara and San Luis Obispo Counties and in Sacramento and Walnut Creek, California. Travel outside of these areas is not planned under this task order.
- C. Preparation of contract documents will be by Montgomery Watson (MW). Consultant will furnish timely input to the contract documents in the form of memoranda, inserts, and markups on the drawings and specifications.
- D. Preparation of a plan for remediation of known hazardous or designated wastes will be by MW or its subconsultant(s). Development of a contingency plan for handling unforeseen hazardous or designated wastes will also be by MW or its subconsultant(s). Consultant will timely review and advise on remediation and contingency plans from a construction perspective.

#### SCOPE OF SERVICES

Consultant will perform the services identified in Tasks C1, C2, and C3 below.

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## Task C1 CM Services for Water Treatment Plant - Design Phase

Task C1 will include construction planning and contract documents review for the Polonio Pass Water Treatment Plant.

### Subtask C1.1 Construction Planning

Early placement of construction infrastructure such as water and power at the plant site can reduce the construction duration and help meet the April 1996 delivery goal. To reduce construction duration, the Consultant will continue the construction planning efforts initiated in Task Order B. Task Order B focused on analysis of the construction schedule to identify early critical activities and evaluate the feasibility of performing these activities in advance of construction. Under Subtask C1.1, the Consultant will implement or coordinate identified critical activities. Construction planning will focus on site access provisions, concrete supply, power, waste disposal and environmental requirements. Consultant's planning will facilitate the coordination of the work of the Tank 1 contractor and the treatment plant contractor.

Consultant will meet and work with the Department of Water Resources (DWR) to coordinate project elements common to the treatment plant and Tank 1 contracts. Elements that impact the treatment plant contract documents will be coordinated with MW for inclusion in the drawings and specifications. Site issues to be coordinated with DWR include site access and control, water, power, waste disposal, liquidated damages, limits of construction, and testing.

### Subtask C1.2 Contract Documents Review

At about the 75 percent design level, review the bid documents, general and supplementary conditions, and Division 1 specifications. Provide comments and recommendations on the documents, including those related to bid procedures and format, partnering, disputes resolution board, two envelope bids, overhead markups for change orders, electronic submittal of schedule updates, work breakdown structure, escrow of bid documents, and escrow accounts for subcontractor bonding. For environmental mitigation, review contract language contained in the contract specifications.

For the final contract documents, perform a review for the purpose of minimizing claims and change orders during construction. Review the drawings and specifications to reduce omissions, ambiguities, conflicts, and impossible or impractical requirements. Review process equipment specifications to verify that testing and acceptance criteria are clearly defined.

Submit review comments in the form of written comments on the documents or attachments thereto. Attend meetings to discuss review comments with CCWA and MW.

Review of the contract documents is for purposes of reducing deficiencies in the documents and recommending contract language for enhancements in administration of the construction phase (such as escrow of bid documents). Review of contract documents shall not cause Consultant to assume responsibility for the contract documents. Responsibility for the contract documents shall remain with the design consultant.

## **Task C2 CM Services for Pipeline Facilities - Design Phase**

Task C2 will include construction planning and contract documents review for pipeline Schedules A, B, and C, the Santa Ynez Pump Station and Tank 7.

### **Subtask C2.1 Construction Planning**

Construction planning will include refinement of the schedules developed under Task Order B for the pump station and pipeline Schedules A, B, C, and D, based on final siting and routing of the pump station and pipeline. This subtask will include continued assistance with planning for remediation of contamination encountered along the pipeline route, and with contingency planning for unforeseen occurrences of sensitive biological, cultural, and paleontological resources along the pipeline route.

### **Subtask C2.2 Contract Documents Review**

At about 75 percent design, review the bid documents, general and supplementary conditions, and Division 1 specifications. Provide comments and recommendations on the documents, including those related to bid procedures and format, partnering, disputes resolution board, overhead markups for change orders, electronic submittal of schedule updates, work breakdown structure, and escrow of bid documents.

For environmental mitigation, review contract language contained in the contract specifications and drawings. Review mitigation contract language initially developed for first few drawings, and review final contract language for all of the contract drawings and specifications.

For the final contract documents, perform a review for the purpose of minimizing claims and change orders during construction. Review the drawings and specifications to reduce omissions, ambiguities, conflicts, and impossible or impractical requirements. Review equipment specifications to verify that testing and acceptance criteria are clearly defined.

Submit comments in the form of written comments on the documents or attachments thereto. Attend meetings to discuss review comments with the CCWA, MW, and SAIC.

Review of the contract documents is for purposes of reducing deficiencies in the documents and recommending contract language for enhancements in administration of the construction phase (such as escrow of bid documents). Review of contract documents shall not cause Consultant to assume responsibility for the contract documents. Responsibility for the contract documents shall remain with the design consultant.

### **Task C3 CM Services for Systemwide Elements - Design Phase**

Task C3 will include construction management services for coordination of the multiple project elements of CCWA and DWR facilities. This task will include services common to all project elements, such as public information support, assistance with issues relating to minority business involvement, and administration of construction management contracts and subcontracts.

#### **Subtask C3.1 Coordination and Scheduling**

The Consultant will prepare a master schedule of construction activities, integrating the components of CCWA's and DWR's facilities. A work breakdown structure, for recording of schedule and cost information will be prepared in a manner compatible with existing MW information. A project budget will be prepared, using existing cost information, for tracking of actual versus planned expenditures. Schedule and cost information on construction and construction management will be monitored and reported to CCWA. Consultant will attend meetings as needed for reporting on progress and key issues.

Develop procedures for communication and document control during bidding and construction. Determine the communications requirements for the bidding and construction phases and identify the equipment and procedures necessary to achieve communication between the construction sites, CCWA, and MW. Develop electronic linkage for transfer of jobsite information to CCWA files in a manner compatible with existing document control system.

Evaluate options for delivery of documents to and from the job sites and recommend a procedure for timely transfer of those documents.

The Consultant will assist CCWA in coordinating with DWR and other agencies involved in the project. Coordination efforts will focus on development of contract documents by CCWA and DWR that address construction issues in a cost effective manner. Coordination efforts will also focus on developing rapport with key regulatory staff to facilitate communications during construction.

### **Subtask C3.2 Public Information Support**

Provide assistance to CCWA in public information efforts. Assist in developing strategies for maintaining public support, responding to public concerns, facilitating public meetings, and preparing information materials.

### **Subtask C3.3 Construction Issues Advising**

Provide advice in response to CCWA's requests for information on construction related issues such as minority business involvement during construction. Facilitate involvement of local contractors and subcontractors in a manner that does not compromise cost.

### **Subtask C3.4 Consultant Services Administration**

Administer Consultant's construction management services contract with CCWA. Manage staffing levels, monitor and control Consultant services level of effort and cost, and coordinate invoicing including response to billing inquiries by CCWA.

Manage subconsultant contracts, level of effort, costs and invoicing.

### **EXTRA SERVICES**

Certain Extra Services may be required in order to complete CCWA's project. The Extra Services will be provided by Consultant upon written authorization of CCWA's Executive Director. Listed below, as individual subtasks, are Extra Services the Executive Director may authorize Consultant to perform.

#### **Preparation of Procurement Documents**

Based upon the construction schedule of the facilities, in particular the treatment plant, equipment may have to be procured ahead of the construction contract(s). If requested, the Consultant will prepare, or assist in the preparation of, the necessary equipment procurement documents.

#### **Administrative and Specialty Services Support**

During peak workloads CCWA may require assistance with administrative services including document control, accounting and clerical work. During the design phase CCWA may encounter a need to consult with specialists within CH2M HILL in the areas of geotechnical engineering, laboratory analysis, hazardous waste cleanup, environmental mitigation, corrosion control, water rate analysis and other disciplines involved in water supply and treatment projects. If

requested, the Consultant will provide support in administrative and specialty services.

### COST OF SERVICES

The "not-to-exceed" cost for Task Order C is \$398,918. The budgeted costs for tasks performed under Task Order C are as shown in Attachment C-1.

CALENDAR PAGE	274.105
MINUTE PAGE	1280

**Task Order C**  
**ATTACHMENT C-1**  
**Cost Of Services**  
**CONSTRUCTION MANAGEMENT SERVICES DURING DESIGN**

LABOR:	1993 Hours					Total Hrs	\$/hr	Total Cost
	Aug	Sep	Oct	Nov	Dec			
<b>Task C1 CM Services for Water Treatment Plant</b>								
<b>Subtask C1.1 Construction Planning</b>								
E7	5	10	10	10	10	45	142.25	6,401
E6	8	60	60	60	30	218	118.75	25,888
E5	10	30	30	30	30	130	102.50	13,325
OFC	10	10	10	10	10	50	41.00	2,050
								47,664
<b>Subtask C1.2 Contract Documents Review</b>								
E7	5	10	10	10	10	45	142.25	6,401
E6	8	40	80	30	10	168	118.75	19,950
E5	5	40	40	10	10	105	102.50	10,763
OFC	5	10	10	10	10	45	41.00	1,845
								38,959
<b>Task C2 CM Services for Pipeline Facilities</b>								
<b>Subtask C2.1 Construction Planning</b>								
E7	5	10	10	10	10	45	142.25	6,401
E6	20	80	80	80	80	340	118.75	40,375
E5	10	20	20	10		60	102.50	6,150
OFC	5	10	10	10	10	45	41.00	1,845
								54,771
<b>Subtask C2.2 Contract Documents Review</b>								
E7	5	10	10	10	10	45	142.25	6,401
E6	20	40	40	40	40	180	118.75	21,375
E5	5	40	40	35	10	130	102.50	13,325
OFC	5	10	10	10	10	45	41.00	1,845
								42,946
<b>Task C3 CM Services for Systemwide Elements</b>								
<b>Subtask C3.1 Coordination and Scheduling</b>								
E7	10	60	60	60	60	250	142.25	35,563
E4	40	178	178	178	178	752	89.25	67,116
OFC	10	10	10	10	10	50	41.00	2,050
								104,729
<b>Subtask C3.2 Public Information Support</b>								
E7		10	10	10	10	40	142.25	5,690
<b>Subtask C3.3 Construction Issues Advising</b>								
E7	10	30	30	30	30	130	142.25	18,493
<b>Subtask C3.4 CM Services Administration</b>								
E7	8	22	22	22	22	96	142.25	13,656
OFC	5	10	10	10	10	45	41.00	1,845
								15,501
<b>Total Labor:</b>						<b>3,059.00</b>		<b>328,752</b>

**EXPENSES:**

Travel	57,640
Telephone	4,000
Fed Ex	430
Computer	3,096
Sub - Public Info (Davies Communications)	5,000

Total Expenses: 70,166

TOTAL BUDGET

398,918

**CALENDAR PAGE 274.106**

**MINUTE PAGE 1281**

**TASK ORDER D**  
**Construction Management Services**  
**during Bidding and Award**

**COORDINATION AND AUTHORIZATION SHEET**

I. Initial Authorizations. On the terms and conditions of the Agreement for Construction Management Services between Central Coast Water Authority (CCWA) and CH2M HILL CALIFORNIA INC. (Consultant), as modified hereby, CCWA, with the consent of Consultant, hereby authorizes the attached Task Order D, and Consultant agrees to accomplish said Task Order on said terms and within said time frames.

Task Order Additional Terms are:

Tasks Included and Not-to-Exceed Costs (excluding Extra Services):

Task D1:	<u>\$ 130,466</u>
Task D2:	<u>\$ 121,919</u>
Task D3:	<u>\$ 126,797</u>
Total:	<u>\$ 379,182</u>

Time Parameters: \_\_\_\_\_  
 Extra Services Authorized: \$37,918

AUTHORITY

ENGINEER

By \_\_\_\_\_  
 Authorized Signatory

By \_\_\_\_\_  
 Authorized Signatory

II. Notices to Proceed

Tasks/SubTasks	Date	Authority Authorization/Acknowledgement	Engineer Authorization/Acknowledgement
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

III. Extra Services.

No.	Task No.	Description	Amount	Date	Authority Authorization/	Engineer Acknowledgement
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

<b>CALENDAR PAGE</b>	<b>274.107</b>
<b>MINUTE PAGE</b>	<b>1282</b>

## TASK ORDER D

### CONSTRUCTION MANAGEMENT SERVICES DURING BID AND AWARD

Task Order D will be initiated to provide construction management (CM) services during the bid and award phase of the project, currently scheduled to extend from January to April 1994. The Consultant will be the primary interface with contractors during the bidding and award of the contracts. Services provided will be related to the water treatment plant, the pipeline facilities (pump station, tank and pipeline), and the coordination of the various components of CCWA and DWR facilities.

#### ASSUMPTIONS RELATED TO SCOPE OF SERVICES

The scope of work and budget proposed under this Task Order D are predicated on the following general assumptions:

- A. Reproduction and distribution of the contract documents and preparation, reproduction and distribution of addenda will be by MW. Advertisement of the contract documents to prospective bidders will be by CCWA.
- B. Certain of the Consultant's personnel will be located full time in Santa Barbara during the bid and award period. The Consultant will obtain office space as near as possible to CCWA's offices to house its personnel, and will equip the office with furnishings and office equipment as required to perform the work.
- C. During the bid and award period, a clerical person will be provided by Consultant to support its personnel located in Santa Barbara. Additional clerical support will be available from CCWA based on workload demands and availability of CCWA clerical staff.
- D. It is assumed that there will be three bid openings: one for the water treatment plant, one for the pipeline (three pipeline schedules), and one for the pump station and Tank 7. For the bid openings, it is assumed that space at a public facility will be available and that there will be no cost to Consultant for the use of such space.

- E. For the prebid conference and site tours, it is estimated that there will be one for the water treatment plant and two for the pipeline facilities. It is assumed that space for the prebid conferences will be provided at no cost to the Consultant.

## **SCOPE OF SERVICES**

Consultant will perform the services identified in Tasks D1, D2, and D3 below.

### **Task D1 CM Services for Water Treatment Plant - Bid/Award Phase**

Task D1 will include management of bid and award phase activities for the Polonio Pass Water Treatment Plant.

#### **Subtask D1.1 Bid Phase Services**

Consultant shall perform the following bid phase activities:

1. **Bid Period Inquiries.** Receive bidder questions and direct inquiries to the proper party for response to be routed through Consultant. Number and log each question. Provide response to administrative questions. Transmit design related questions to MW for response. For any oral response provided, maintain a written record of the question and response. Oral response shall be provided only when written clarification or modification of the documents is not required.
2. **Addenda Coordination.** Coordinate the preparation of written addenda required for clarification or modification of the contract documents. Prepare a schedule of addenda identifying the number and timing of addenda for each contract. Addenda will be prepared by MW, reviewed by the Consultant, and reproduced and distributed by MW. Administrative addenda items prepared by the Consultant will be forwarded to MW for incorporation in the written addenda sent to bidders on the planholders list. MW will maintain and update the planholders list, and transmit a copy to Consultant each week.
3. **Pre-Bid Conference and Site Tours.** Plan, schedule, and conduct a pre-bid conference for prospective bidders. Prepare an agenda, with CCWA and MW review and input, for distribution to attendees at the meeting. Record the meeting and prepare summary minutes of the meeting. Distribute the minutes, including list of attendees, to all parties on the planholders list. Arrange and conduct site tours for prospective bidders. Facilitate involvement of local contractors and subcontractors in the bidding process without creating requirements that increase project costs.

4. **Bid Opening Planning.** Assist in selecting the optimum schedule for the bid opening. Identify other scheduled bid openings that may divert the resources of potential bidders and assist CCWA to select the bid opening schedule. Assist in identifying an appropriate location for the bid opening. Identify and visit potential bid opening locations to evaluate their suitability for the bid opening. Assist MW with development of the advertisement for bid.

5. **Bid Review.** Conduct the bid opening and observe the receipt, acknowledgement, opening and reading of bids. Review the low bid(s) for compliance with the contract documents, including bond requirements, experience requirements, acknowledgement of addenda, evidence of proper licensing, subcontractor listing, power of attorney, and proper signatures. Provide the CCWA with a written analysis of the bid review within five working days after of the bid opening.

#### **Subtask D1.2 Award Phase Services**

Consultant shall assist CCWA in the award phase activities for the water treatment plant. Assist with preparation of the report to CCWA's Board recommending award and the notice of award. Prepare notice-to-proceed following receipt of approved bonds and insurance.

Coordinate with contractor in advance of notice-to-proceed on administrative matters necessary for expediting the project. Prepare clarifications and change orders, in conjunction with MW, necessary to respond to bidder inquiries received after issuance of the last addendum.

#### **Task D2 CM Services for Pipeline Facilities - Bid/Award Phase**

Task D2 will include management of bid and award activities for pipeline Schedules A, B, and C, the Santa Ynez Pump Station and Tank 7.

#### **Subtask D2.1 Bid Phase Services**

Consultant shall perform the following bid phase activities:

1. **Bid Period Inquiries.** Receive bidder questions and direct inquiries to the proper party for response. Number and log each question. Provide response to administrative questions. Transmit design related questions to MW for response. For any oral response provided, maintain a written record of the question and response. Oral response shall be provided only when written clarification or modification of the documents is not required.

2. **Addenda Coordination.** Coordinate the preparation of written addenda required for clarification or modification of the contract documents. Prepare a schedule of addenda identifying the number and timing of addenda for each contract. Addenda will be prepared by MW, reviewed by the Consultant, and reproduced and distributed by MW. Administrative addenda items prepared by the Consultant will be forwarded to MW for incorporation in the written addenda sent to bidders on the planholders list. MW will maintain and update the planholders list, and transmit a copy to Consultant each week.
3. **Pre-Bid Conference and Site Tours.** Plan, schedule, and conduct a pre-bid conference for prospective bidders. Prepare an agenda, with CCWA and MW review and input, for distribution to attendees at the meeting. Record the meeting and prepare summary minutes of the meeting. Distribute the minutes, including list of attendees, to all parties on the planholders list. Arrange and conduct site tours for prospective bidders. Facilitate involvement of local contractors and subcontractors in the bidding process without creating requirements that increase project costs.
4. **Bid Opening Planning.** Assist in selecting the optimum schedule for the bid opening. Identify other scheduled bid openings that may divert the resources of potential bidders and assist CCWA to select the bid opening schedule. Assist in identifying an appropriate location for the bid opening. Identify and visit potential bid opening locations to evaluate their suitability for the bid opening. Assist MW with development of the advertisement for bid.
5. **Bid Review.** Conduct the bid opening and observe the receipt, acknowledgement, opening and reading of bids. Review the low bid(s) for compliance with the contract documents, including bond requirements, experience requirements, acknowledgement of addenda, evidence of proper licensing, subcontractor listing, power of attorney, and proper signatures. Provide the CCWA with a written analysis of the bid review within five working days after of the bid opening.

**Subtask D2.2 Award Phase Services**

Consultant shall assist CCWA in the award phase activities for the pipeline facilities. Assist with preparation of the report to CCWA's Board recommending award and the notice of award. Prepare notice-to-proceed following receipt of approved bonds and insurance.

Coordinate with contractor in advance of notice-to-proceed on administrative matters necessary for expediting the project. Prepare clarifications and change orders, in conjunction with MW, necessary to respond to bidder inquiries received after issuance of the last addendum.

### **Task D3 CM Services for Systemwide Elements - Bid/Award Phase**

Task D3 will include construction management services for coordination of the multiple project elements of CCWA and DWR facilities. This task will include services common to all project elements, such as public information support and administration of construction management contracts.

#### **Subtask D3.1 Coordination and Scheduling**

The Consultant will monitor and report on cost and schedule of construction and construction management activities. Consultant will attend meetings as needed for reporting on progress and key issues.

Provide continued coordination and communication with DWR and other agencies involved in the project. Meet with DWR job site staff as needed for coordination of DWR and CCWA activities.

#### **Subtask D3.2 Public Information Support**

Provide assistance to CCWA in public information efforts. Assist in developing strategies for maintaining public support, responding to public concerns, facilitating public meetings, and preparing information materials.

#### **Subtask D3.3 Construction Issues Advising**

Provide advice in response to CCWA's requests for information on construction related issues such as minority business involvement during construction, participation by local contractors, and resolution of potential bid protests.

#### **Subtask D3.4 Consultant Services Administration**

Administer Consultant's construction management services contract with CCWA. Manage staffing levels, monitor and control Consultant services level of effort and cost, and coordinate invoicing including response to billing inquiries by CCWA.

Manage subconsultant contracts, level of effort, costs and invoicing.

### **EXTRA SERVICES**

Certain Extra Services may be required in order to complete CCWA's project. The Extra Services will be provided by Consultant upon written authorization of CCWA's Executive Director. Listed below, as individual subtasks, are Extra Services the Executive Director may authorize Consultant to perform.

## **Management of Procurement Contracts**

Schedule analyses performed under Task Order C during the design phase may identify a need to expedite portions of the work. Expediting of the work can be accomplished by prepurchasing long lead equipment and/or by issuing a purchase order for time critical items immediately following bid opening. For equipment requiring advanced purchase, the Consultant will manage the procurement contract(s), including scheduling, expediting, and coordinating shop drawings and clarifications. For early purchase orders, the Consultant will coordinate with the low bidder as needed for completion of the time critical work items.

## **Administrative and Specialty Services Support**

As required to assist with administrative peak workloads and to provide specialized expertise, the Consultant will provide appropriate staff and specialists. As a service to aid in the resolution of any bid protests, the Consultant will make available the services of legal experts through subcontract.

## **COST OF SERVICES**

The "not-to-exceed" cost for Task Order D is \$379,182. The budgeted costs for tasks performed under Task Order D are as shown in Attachment D-1.

**Task Order D**  
**ATTACHMENT D-1**  
**Cost Of Services**  
**CONSTRUCTION MANAGEMENT SERVICES DURING BID AND AWARD**

LABOR:	1994			Hrs	\$/hr	Total Cost
	Jan	Feb	Mar			
<b>Task D1 CM Services for Water Treatment Plant</b>						
<b>Subtask D1.1 Bid Phase Services</b>						
E7	20	20		40	148.00	5,920
E6	80	80		160	123.50	19,760
E5	162	162		324	106.50	34,506
Clerk	81	81		162	20.00	3,240
						<b>53,426</b>
<b>Subtask D1.2 Award Phase Services</b>						
E7			20	20	148.00	2,960
E6			162	162	123.50	20,007
E5			162	162	106.50	17,253
Clerk			81	81	20.00	1,620
						<b>41,840</b>
<b>Task D2 CM Services for Pipeline Facilities</b>						
<b>Subtask D2.1 Bid Phase Services</b>						
E7	20	20		40	148.00	5,920
E6	80	80		160	123.50	19,760
Flowers	162	162		324	92.00	29,808
Clerk	81	81		162	20.00	3,240
						<b>58,728</b>
<b>Subtask D2.2 Award Phase Services</b>						
E7			20	20	148.00	2,960
E6			162	162	123.50	20,007
Flowers			162	162	92.00	14,904
Clerk			81	81	20.00	1,620
						<b>39,491</b>
<b>Task D3 CM Services for Systemwide Elements</b>						
<b>Subtask D3.1 Coordination and Scheduling</b>						
E7	60	60	60	180	148.00	26,640
E4	178	178	178	534	92.75	49,529
						<b>76,169</b>
<b>Subtask D3.2 Public Information Support</b>						
E7	10	10	10	30	148.00	4,440
<b>Subtask D3.3 Construction Issues Advising</b>						
E7	30	30	30	90	148.00	13,320
<b>Subtask D3.4 CM Services Administration</b>						
E7	22	22	22	66	148.00	9,768
<b>Total Labor:</b>				<b>3,122.00</b>		<b>307,182</b>

**EXPENSES:**

Travel	36,500
Fed Ex	300
Computer	10,700
Telephone	4,500
Sub - Public Info (Davies Communications)	20,000

Total Expenses:

**TOTAL BUDGET**

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MINUTE PAGE		1289

**TASK ORDER E**  
**Construction Management Services**  
**during Construction Phase**

**COORDINATION AND AUTHORIZATION SHEET**

I. Initial Authorizations. On the terms and conditions of the Agreement for Construction Management Services between Central Coast Water Authority (CCWA) and CH2M HILL CALIFORNIA INC. (Consultant), as modified hereby, CCWA, with the consent of Consultant, hereby authorizes the attached Task Order E, and Consultant agrees to accomplish said Task Order on said terms and within said time frames.

Task Order Additional Terms are:

Tasks Included and Not-to-Exceed Costs (excluding Extra Services):

Task E1:	<u>\$ 2,378,651</u>
Task E2:	<u>\$ 2,476,115</u>
Task E3:	<u>\$ 1,197,187</u>
Total:	<u>\$ 6,051,953</u>

Time Parameters: \_\_\_\_\_

Extra Services Authorized: \$605,195

AUTHORITY

ENGINEER

By \_\_\_\_\_  
 Authorized Signatory

By \_\_\_\_\_  
 Authorized Signatory

II. Notices to Proceed

Tasks/SubTasks	Date	Authority Authorization/Acknowledgement	Engineer Authorization/Acknowledgement
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

III. Extra Services.

No.	Task No.	Description	Amount	Date	Authority Authorization/	Engineer Acknowledgement
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

<b>CALENDAR PAGE</b>	<b>274.115</b>
<b>MINUTE PAGE</b>	<b>1290</b>

## TASK ORDER E

### CONSTRUCTION MANAGEMENT SERVICES DURING CONSTRUCTION PHASE

Task Order E will be initiated to provide construction management (CM) services during the construction phase of the project. The construction phase is currently scheduled to extend from April 1994 through August 30, 1996. The construction phase, for purposes of this task order, is intended to include startup of the facilities. Services provided will be related to the water treatment plant, the pipeline facilities (pump station, tank and pipeline), and the coordination of the multiple project elements of CCWA and DWR facilities.

#### ASSUMPTIONS RELATED TO SCOPE OF SERVICES

The scope of work and budget proposed under this Task Order E are predicated on the following general assumptions:

- A. For the water treatment plant, the construction duration is expected to be 24 months through substantial completion (April 1996) plus an additional 5 months through final completion and acceptance (August 1996). The treatment plant is anticipated to be constructed under a single contract, without owner-furnished materials or equipment.
- B. For the pipeline facilities, the present plan is to bid the pipeline, pump station, and Tank 7 under separate contracts. The pipeline will be bid in three schedules, resulting in the possible outcomes of having one, two or three contracts for the pipeline construction. Use of owner-furnished materials or equipment is not contemplated for the pipeline facilities. The construction is planned to begin in April 1994. Substantial completion is expected to occur in August 1996; final completion and acceptance is planned for September 1996.
- C. The construction duration for the pump station is estimated to be 18 months. The construction duration for Tank 7 is estimated to be 13 months.
- D. For the pipeline the estimated construction duration for each schedule is 9 months. The Consultant plans to provide one inspector for each schedule. If a contractor uses more than one crew, additional effort and cost may result.
- E. During the construction period from April 1994 through September 1996, field offices for the Consultant's staff, as well as the staff of CCWA, MW and other parties retained by CCWA, will be provided by the construction contractors. Under the construction contracts, the field offices will be furnished and equipped as required for performance of the work of the Consultant, CCWA, MW and other parties retained by CCWA.

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- F. For the pipeline facilities, Consultant will provide clerical staff during the construction period for use by both CCWA and the Consultant.
- G. The levels of effort and cost proposed under this Task Order are considered reasonable for a project of this scope and magnitude. Factors beyond the control of the Consultant such as severe weather, strikes, or contractor workmanship deficiencies may require additional effort and cost on the part of the Consultant.
- H. During the construction period CCWA will assign to the project its Deputy Director, an Operations Superintendent, and a Project Engineer. Deputy Director responsibilities will include approval of contractor payments, review and approval of changes to the construction contracts, authorization of extra work by contractors as needed to avoid or minimize delays due to unforeseen conditions, oversight of public communication efforts, and other oversight functions as CCWA's primary point of interface regarding construction activities. The Operations Superintendent will develop first-hand knowledge of the completed facilities through active participation during the construction phase, and prepare operational plans in advance of operation of the constructed facilities. The Operations Superintendent will review the project documents, including shop drawings of equipment, equipment operation and maintenance manuals, change orders impacting system operations, and other operations related documents. The Operations Superintendent will witness critical construction and startup activities affecting operations, and assist MW in developing an operations plan that will address operations staffing, budgets, and procedures. The Project Engineer will provide detailed cost and schedule control related to the work of consultants and contractors; assist with engineering solutions to field problems caused by unforeseen conditions; assist with the monitoring of supplies and services furnished by manufacturers (such as equipment spare parts, manuals, certifications and training), and coordinate CCWA project activities such as the Santa Ynez ID #1 pipeline repair, right of way acquisition, and environmental monitoring.
- I. During final design and construction CCWA will have appropriate environmental experts available to address environmental issues and concerns related to the project. Environmental experts will include an Environmental Program Manager, a field coordinator of environmental monitors and appropriate environmental monitors. The environmental experts will report to CCWA's Deputy Director and will work cooperatively with Consultant to resolve environmental issues in a timely and cost effective manner while meeting applicable environmental standards and requirements. Environmental training will be provided by CCWA's environmental experts.

- J. CCWA will have right of way acquisition agents available during construction to help Consultant address right of way issues and concerns that may arise during construction.

## **SCOPE OF SERVICES**

Consultant will perform the services identified in Tasks E1, E2, and E3 below. Consultant personnel will receive training related to environmental mitigation for biological, cultural and paleontological resources. Consultant personnel will coordinate with environmental monitors, coordinators and managers in an effort to meet specified mitigation requirements and to minimize the impact of mitigation measures on the construction cost and schedule.

### **Task E1 CM Services for Treatment Plant - Construction Phase**

Task E1 will include subtasks for construction management, field engineering and administration, and inspection, testing and surveying for the Polonio Pass Water Treatment Plant.

#### **Subtask E1.1 Construction Management**

Services provided under this subtask will be performed or led primarily by the construction manager and the project controls engineer. Specific activities will include:

1. **Pre-Construction Activities.** Arrange and attend a partnering workshop over a two day period. Provide a facilitator for the workshop, with a budget amount of \$6000 for the facilitator's labor and expenses. Arrange and conduct a pre-construction conference to introduce project personnel, review administrative procedures, discuss environmental mitigation requirements, and review procedures for coordination with the activities of the Tank 1 contractor. Prepare and distribute a CCWA-approved project manual that contains the team organization and roles, telephone numbers of project personnel, administrative procedures, and environmental mitigation training and field procedures.
2. **Coordination and Correspondence.** Serve as the focal point for coordination among the contractor, CCWA, MW, DWR and other parties. Receive contractor correspondence and prepare and transmit responses. Coordinate with applicable parties as required to develop responses. Coordinate warranty services with contractor and CCWA through final completion and acceptance of the project.
3. **Change Order Management.** Apply Consultant's skill and experience in minimizing change orders during construction through timely processing of construction documents; preventing changes arising from constructive acceleration; working with the contractors to minimize field conditions that could result in added

work; and developing a screening process for change requests initiated by MW, CCWA or Consultant. For any changes that are required, develop a process for initiation, negotiation, approval, payment and documentation of change orders. Perform change order administration, including issuing proposed change orders to contractor, maintaining logs of proposed and approved change orders, receiving change order quotations from contractor, negotiating change order costs and time extensions, processing final negotiated change orders, and incorporating approved change orders into progress payment schedule of values. Perform quantity and cost analysis as required for negotiation of change orders. Coordinate with CCWA and MW as required for processing of change orders. Review change orders with CCWA staff and a Board appointed review group.

4. **Claims Management.** Apply Consultant's skill and experience in minimizing claims during construction through maintaining positive working relationships with contractors; assisting in identifying and resolving claims for additional compensation early and equitably; and applying procedures for enabling work to proceed in the event differences arise over the responsibility for, or cost of, extra work. Analyze claims for additional compensation submitted during construction and prepare responses. Perform claims administration, including coordination and monitoring, claims resolution negotiations, logging and tracking of claims status, and informing CCWA on the status of claims.

5. **Schedule Management.** Review contractor's as-planned schedule for conformance with the specifications and for reasonableness of activity durations and sequence. Furnish a copy of the initial schedule for review and comment by MW. Review schedule issues with CCWA. Participate in a schedule work session with the contractor to develop an acceptable as-planned schedule. Review work progress as compared to the contractor's monthly schedule updates, and appraise CCWA of any schedule deviations and recovery plans. Analyze the schedule to determine impact of weather and change orders on the construction schedule. Negotiate time extensions due to change orders, weather and other delays. Review time extensions with CCWA.

6. **Status Meetings.** Conduct meetings with the contractor to discuss the status of the work and the short term work activities planned by the contractor. Schedule and conduct start-up meetings for planning, sequencing and organizing the start-up activities for the treatment plant. Prepare meeting agendas and minutes and distribute to meeting attendees. Coordinate with MW staff related to their involvement in jobsite meetings.

7. **Progress Reports.** Prepare and submit a status report each month describing key issues, cost status, and schedule status for compilation into the program report prepared by MW.

8. **Payment Recommendations.** Review the contractor's initial cost breakdown for reasonableness and ease of monitoring. Review contractor's monthly payment requests, negotiate differences over payment, and prepare and process payment recommendations to CCWA.

9. **Personnel Safety.** Consultant shall perform the work in compliance with state and federal safety requirements, and shall assume sole and complete responsibility for the safety of its personnel during the project. To provide for the safety of its personnel Consultant will perform the following activities: review the contract documents to verify the requirement for the contractor to ensure safe working conditions and practices at the construction site, review contractor's safety plan, monitor the jobsite for safe working conditions for Consultant personnel, provide safety guidelines and training for Consultant personnel, and report safety violations observed at the construction site. Reporting of safety violations to the contractor or the CCWA shall not make Consultant responsible for duties that belong to the construction contractor or other parties, and shall not relieve the contractor of its responsibility for complying with safety regulations. Notification of contractor of safety deficiencies shall not cause Consultant to assume, by its actions, a duty to detect safety deficiencies of the contractor.

#### **Subtask E1.2 Field Engineering and Administration**

Services provided under this subtask will be performed primarily by the Consultant's field engineer and the project clerk. Specific activities will include:

1. **Submittals Management.** Develop, in conjunction with MW, a submittal distribution list to identify engineer responsible for review and acceptance. Receive, stamp, and log submittals, and distribute for review. Monitor review of submittals to foster timely review and return of submittals to contractor. Review and respond to administrative submittals such as the construction schedule. Review of engineering submittals will be by MW.

2. **RFI (Request for Information) Management.** Receive, process and monitor requests for information from the contractor. Prepare responses to RFIs that are related to construction issues. Transmit design-related RFIs to MW and track progress. Conduct discussions and/or meetings with contractor, MW, CCWA and other parties as needed to resolve RFIs.

3. **Change Order Scoping.** Prepare scope of change orders based on drawings, specifications, and other design information from MW. Prepare scope of change orders that are related to construction issues. Review change orders with CCWA.

4. **Document Management.** Set up and maintain project files. Set up and operate computerized document tracking system in the field as part of overall document tracking system.

5. **Coordination of Equipment and Services.** For equipment furnished under the specifications, develop lists and monitor status of manufacturers' certificates, services, spare parts and manuals. Receive, log and file manufacturers' certificates. Receive, log and turn over spare parts to CCWA. Receive, log and distribute manufacturers' O&M manuals for review and acceptance. Coordinate manufacturers' training services with CCWA operations and maintenance staff.

6. **Coordination of Testing and Startup.** Coordinate testing and startup, including efforts by the contractor, manufacturers, MW, and operations and maintenance personnel. Receive test reports from contractor and transmit for review and acceptance.

7. **Contract Closeout.** Complete documentation and coordination required for final acceptance and closeout of the construction contract.

#### Subtask E1.3 Inspection, Testing and Surveying

Provide inspection, testing and surveying services as follows:

1. **Inspection.** Provide two resident inspectors for day-to-day on-the-job observation of the work for an aggregate of 50 person-months at the project site. Provide an electrical and instrumentation inspector assigned primarily to the water treatment plant and part time to the pipeline facilities, for an aggregate of 25 person-months. The inspectors shall make reasonable efforts to guard CCWA against defects and deficiencies in the work of the contractor and to help determine if the provisions of the contract documents are being fulfilled; prepare daily inspection reports documenting observed construction activities and jobsite conditions; measure pay quantities; coordinate the activities of materials testing firms; coordinate, witness and record leakage tests for piping and water bearing structures; take progress photographs and bind and label them; mark up a field blueline set of drawings to incorporate contractor record drawing markups; prepare punch lists; coordinate and conduct final inspection; and assist with equipment testing and startup and other matters relating to construction of the project. All documentation shall be made available to CCWA. Inspection services by Consultant shall not cause Consultant to assume contractor's responsibility for completing the work in conformance with the contract documents. Compliance with the contract documents shall remain the sole responsibility of the contractor.

2. **Materials Testing.** Provide materials testing for concrete strength and soils compaction. Materials tests may also include aggregate gradation analysis, non-destructive weld testing, and torque resistance.

3. **Surveying.** Provide survey control monuments for layout of the water treatment plant. Construction staking will be by the contractor. Field check critical construction elevations such as concrete tank base slab elevations.

### **Task E2 CM Services for Pipeline Facilities - Construction Phase**

Task E2 will include subtasks for construction management, field engineering and administration, and inspection, testing, and surveying for pipeline Schedules A, B, and C, the Santa Ynez Pump Station, and Tank 7.

#### **Subtask E2.1 Construction Management**

Services provided under this subtask will be performed or led primarily by the construction manager and the project controls engineer. Specific activities will include:

1. **Pre-Construction Activities.** Arrange and attend partnering workshops for the pipeline, pump station, and Tank 7 contracts. Workshop format and duration will be tailored to the size of the contracts. Arrange and conduct a pre-construction conference to introduce project personnel, review administrative procedures, and discuss environmental mitigation requirements. Prepare and distribute a CCWA-approved project manual that contains the team organization and roles, telephone numbers of project personnel, administrative procedures, and environmental mitigation training and field procedures.

2. **Coordination and Correspondence.** Serve as the focal point for coordination among the contractor, CCWA, MW, DWR and other parties. Receive contractor correspondence and prepare and transmit responses. Coordinate with applicable parties as required to develop responses. Coordinate with property owners near the pipeline facilities to keep them informed and aware of construction activities. Respond to property owner concerns in an effort to maintain public support for the project. Coordinate the videotaping of property conditions along the pipeline. Consultant will coordinate warranty service with contractor(s) and CCWA through final completion and acceptance. Coordinate between contractors and parties providing services related to identification of crude oil contaminated soil anticipated in the Unocal property.

3. **Change Order Management.** Apply Consultant's skill and experience in minimizing change orders during construction through timely processing of construction documents; preventing changes arising from constructive acceleration; working with the contractors to minimize field conditions that could result in added work; and developing a screening process for change requests initiated by MW,

CCWA or Consultant. For any changes that are required, develop a process for initiation, negotiation, approval, payment and documentation of change orders. Perform change order administration, including issuing proposed change orders to contractor, maintaining logs of proposed and approved change orders, receiving change order quotations from contractor, negotiating change order costs and time extensions, processing final negotiated change orders, and incorporating approved change orders into progress payment schedule of values. Perform quantity and cost analysis as required for negotiation of change orders. Coordinate with CCWA and MW as required for processing of change orders. Review change orders with CCWA staff and a Board appointed review group.

4. **Claims Management.** Apply Consultant's skill and experience in minimizing claims during construction through maintaining positive working relationships with contractors; assisting in identifying and resolving claims for additional compensation early and equitably; and applying procedures for enabling work to proceed in the event differences arise over the responsibility for, or cost of, extra work. Analyze claims for additional compensation submitted during construction and prepare responses. Perform claims administration, including coordination and monitoring, claims resolution negotiations, logging and tracking of claims status, and informing CCWA on the status of claims. Provide videotaping of property conditions along the pipeline, using a budget of \$10,000 for this effort.

5. **Schedule Management.** Review contractor's as-planned schedule for conformance with the specifications and for reasonableness of activity durations and sequence. Furnish a copy of the initial schedule for review and comment by MW. Review schedule issues with CCWA. Participate in a schedule work session with the contractor to develop an acceptable as-planned schedule. Review work progress as compared to the contractor's monthly schedule updates, and appraise CCWA of any schedule deviations and recovery plans. Analyze the schedule to determine impact of weather and change orders on the construction schedule. Negotiate time extensions due to change orders, weather and other delays. Review time extensions with CCWA.

6. **Status Meetings.** Conduct meetings with the contractor to discuss the status of the work and the short term work activities planned by the contractor. Schedule and conduct start-up meetings for planning, sequencing and organizing the start-up activities. Prepare meeting agendas and minutes and distribute to meeting attendees. Coordinate with MW staff related to their involvement in jobsite meetings.

7. **Progress Reports.** Prepare and submit a status report each month describing key issues, cost status, and schedule status for compilation into the program report prepared by MW.

8. **Payment Recommendations.** Review the contractor's initial cost breakdown for reasonableness and ease of monitoring. Review contractor's monthly payment requests, negotiate differences over payment, and prepare and process payment recommendations to CCWA.

9. **Personnel Safety.** Consultant shall perform the work in compliance with state and federal safety requirements, and shall assume sole and complete responsibility for the safety of its personnel during the project. To provide for the safety of its personnel Consultant will perform the following activities: review the contract documents to verify the requirement for the contractor to ensure safe working conditions and practices at the construction site, review contractor's safety plan, monitor the jobsite for safe working conditions for Consultant personnel, provide safety guidelines and training for Consultant personnel, and report safety violations observed at the construction site. Reporting of safety violations to the contractor or the CCWA shall not make Consultant responsible for duties that belong to the construction contractor or other parties, and shall not relieve the contractor of its responsibility for complying with safety regulations. Notification of contractor of safety deficiencies shall not cause Consultant to assume, by its actions, a duty to detect safety deficiencies of the contractor.

#### **Subtask E2.2 Field Engineering and Administration**

Services provided under this subtask will be performed primarily by the Consultant's field engineer and the project clerk. Specific activities will include:

1. **Submittals Management.** Develop, in conjunction with MW, a submittal distribution list to identify engineer responsible for review and acceptance. Receive, stamp, and log submittals, and distribute for review. Monitor review of submittals to foster timely review and return of submittals to contractor. Review and respond to administrative submittals such as the construction schedule. Review of engineering submittals will be by MW.

2. **RFI (Request for Information) Management.** Receive, process and monitor requests for information from the contractor. Prepare responses to RFIs that are related to construction issues. Transmit design-related RFIs to MW and track progress. Conduct discussions and/or meetings with contractor, MW, CCWA and other parties as needed to resolve RFIs.

3. **Change Order Scoping.** Prepare scope of change orders based on drawings, specifications, and other design information from MW. Prepare scope of change orders that are related to construction issues. Review change orders with CCWA.

4. **Document Management.** Set up and maintain project files. Set up and operate computerized document tracking system in the field as part of overall document tracking system.

5. **Coordination of Equipment and Services.** For equipment furnished under the specifications, develop lists and monitor status of manufacturers' certificates, services, spare parts and manuals. Receive, log and file manufacturers' certificates. Receive, log and turn over spare parts to CCWA. Receive, log and distribute manufacturers' O&M manuals for review and acceptance. Coordinate manufacturers' training services with CCWA operations and maintenance staff.

6. **Coordination of Testing and Startup.** Coordinate testing and startup, including efforts by the contractor, manufacturers, MW, and operations and maintenance personnel. Receive test reports from contractor and transmit for review and acceptance.

7. **Contract Closeout.** Complete documentation and coordination required for final acceptance and closeout of the construction contract.

#### Subtask E2.3 Inspection, Testing and Surveying

Provide inspection, testing and surveying as follows:

1. **Inspection.** Provide three resident inspectors for pipeline Schedules A, B, and C, one for the pump station, and one for Tank 7. The resident inspectors will provide day-to-day on-the-job observation of the work for an aggregate of 27 person-months for the pipeline, 18 person-months for the pump station, and 13 person-months for Tank 7. Provide a portion of the time of the electrical and instrumentation inspector assigned to the treatment plant for inspection of the pipeline, pump station and Tank 7 facilities. Provide 3 person-months of an additional electrical and instrumentation inspector during the final construction and startup of the pump station and pipeline. The inspectors shall make reasonable efforts to guard CCWA against defects and deficiencies in the work of the contractor and to help determine if the provisions of the contract documents are being fulfilled; prepare daily inspection reports documenting observed construction activities and jobsite conditions; measure pay quantities; coordinate the activities of materials testing firms; coordinate, witness and record leakage tests for piping and water bearing structures; take progress photographs and bind and label them; mark up a field blueline set of drawings to incorporate contractor record drawing markups; prepare punch lists; coordinate and conduct final inspection; and assist with equipment testing and startup and other matters relating to construction of the project. Provide factory inspection of the pipe for an aggregate of 590 person-hours. This level of effort is based on a rate of pipe production of 1500 feet per day and half time inspection at the factory during a 7 month production run. All documentation shall be available to CCWA. Inspection services by Consultant

shall not cause Consultant to assume contractor's responsibility for completing the work in conformance with the contract documents. Compliance with the contract documents shall remain the sole responsibility of the contractor.

2. **Materials Testing.** Provide materials testing for concrete strength and soils compaction. Materials tests may also include aggregate gradation analysis, non-destructive weld testing, and torque resistance.

3. **Surveying.** Provide survey control monuments for the pump station and Tank 7. For these two facilities the contractor will provide the construction staking. For the pipeline, the Consultant will provide construction staking. Staking shall consist of one (1) set of stakes set at maximum fifty (50) foot intervals, and horizontal pipeline angle points. Staking shall be set at an offset and shall reference cut to top of pipe or bottom of trench. Staking will also include location of air relief valves, turnouts, pipe bridges, and other pipeline appurtenances, along with staking of boring and receiving pits for road crossings.

### **Task E3. CM Services for Systemwide Elements - Construction Phase**

Task E3 will include construction management services for coordination of the multiple project elements of CCWA and DWR facilities. This task will include services common to all project elements, such as public information support and administration of construction management contracts.

#### **Subtask E3.1 Coordination and Scheduling**

The Consultant will monitor and report on cost and schedule of construction and construction management activities. Consultant will attend meetings as needed for reporting on progress and key issues.

Provide continued coordination and communication with DWR and other agencies involved in the project. Meet with DWR job site staff as needed for coordination of DWR and CCWA activities.

#### **Subtask E3.2 Public Information Support**

Provide assistance to CCWA in public information efforts. Assist in developing strategies for maintaining public support, responding to public concerns, facilitating public meetings, and preparing information materials.

### Subtask E3.3 Construction Issues Advising

Provide advice in response to CCWA's requests for information on construction related issues such as labor relations, dual gate systems, and compliance with prevailing wage regulations. Services of firms specialized in labor relations would be provided as an extra service.

### Subtask E3.4 Consultant Services Administration

Administer Consultant's construction management services contract with CCWA. Manage staffing levels, monitor and control Consultant services level of effort and cost, and coordinate invoicing including response to billing inquiries by CCWA.

Manage subconsultant contracts, level of effort, costs and invoicing.

### Subtask E3.5 Identification of Contaminated Soils

Crude oil contamination is anticipated in the soils along the pipeline corridor through the Unocal property. It is expected that contaminated soils will be stored on viscene for remediation by the property owner. During construction it will be necessary to identify which portion of excavated soils have been contaminated versus that which can be placed over the installed pipe as backfill. Identification of contaminated soils will be by sampling and lab analysis as well as by visual observation. Identification and documentation of contaminated soils will be performed by a firm approved by CCWA and qualified to perform services related to remediation of contaminated soils. A budget of \$50,000 is included in the Consultant's costs for efforts related to identification and documentation of contaminated soils. Half of this budget is estimated to be labor and half expenses. Remediation and coordination efforts for unforeseen soils contamination will be performed as an extra service.

### EXTRA SERVICES

Certain Extra Services may be required in order to complete CCWA's project. The Extra Services will be provided by Consultant upon written authorization of CCWA's Executive Director. Listed below, as individual subtasks, are Extra Services the Executive Director may authorize Consultant to perform.

### Management of Procurement Contracts

Schedule analyses performed under Task Order C during the design phase may identify a need to expedite portions of the work. Expediting of the work can be accomplished by prepurchasing long lead equipment and/or by issuing a purchase order for time critical items immediately following bid opening. For equipment requiring advanced purchase, the Consultant will manage the procurement contract(s),

including scheduling, expediting, coordinating shop drawings and clarifications, documenting the transfer of equipment to installing contractor's custody, and resolving responsibility for deficiencies detected during testing and startup. For early purchase orders, the Consultant will coordinate with the contractor(s) as needed for completion of the time critical work items.

#### **Administrative and Specialty Services Support**

As required to assist with administrative peak workloads and to provide specialized expertise, the Consultant will furnish appropriate staff and specialists. As a service to aid in the resolution of any unresolved claims, the Consultant will make available the services of legal experts through subcontract. For any unresolved claims remaining, or for claims filed at the conclusion of construction, Consultant will provide assistance in claims analysis, negotiation and resolution.

#### **Partnering Facilities**

Consultant's scope of services does not include the cost of facilities for hosting partnering workshops. If requested, the Consultant will arrange and pay for appropriate partnering facilities.

#### **Videotape of Property and Environmental Conditions**

Under the Scope of Services of this Agreement, Consultant will contract with professional videographers to produce videotapes of the condition of improvements and selected sensitive environmental locations on properties along the pipeline route, up to a budgeted cost of \$10,000. As an extra service, Consultant can provide additional videotape footage of property conditions beyond the \$10,000 budgeted amount. Consultant can also contract with professional videographers to produce videotapes of additional sensitive environmental locations along the pipeline route.

#### **Factory Test Observation**

Consultant will provide engineering specialists to witness factory tests of equipment to be furnished on the project. It is assumed that MW will be the lead in providing staff to witness any factory tests.

#### **Startup and Operational Assistance**

Consultant will provide services related to startup and operation of the facilities, including furnishing a startup engineer specialized in water facilities startup, providing a computerized operations and maintenance manual(s), and providing operator training and technical and administrative support in addition to services provided for in this Agreement.

## **Warranty Services**

For coordination of warranty repairs Consultant will assist CCWA during the period following final completion and acceptance. Prior to final completion Consultant will coordinate warranty repairs with construction contractor(s) and CCWA as part of the Consultant's scope of services.

## **Remediation of Contaminated Soils**

For unforeseen contamination encountered on the project, Consultant will provide services related to identification, documentation, and remediation of the contaminated area(s).

## **COST OF SERVICES**

The "not-to-exceed" cost for Task Order E is \$6,051,953. The budgeted costs for tasks performed under Task Order E are as shown in Attachment E-1.





**TASK ORDER F**  
**Construction Management Services**  
**for Repair of SYRWCD ID#1 Pipeline**

**COORDINATION AND AUTHORIZATION SHEET**

I. Initial Authorizations. On the terms and conditions of the Agreement for Construction Management Services between Central Coast Water Authority (CCWA) and CH2M HILL CALIFORNIA INC. (Consultant), as modified hereby, CCWA, with the consent of Consultant, hereby authorizes the attached Task Order F, and Consultant agrees to accomplish said Task Order on said terms and within said time frames.

Task Order Additional Terms are:

Tasks Included and Not-to-Exceed Costs (excluding Extra Services):

Task F1:	<u>\$ 33,628</u>
Task F2:	<u>\$ 14,770</u>
Task F3:	<u>\$ 32,400</u>
Total:	<u>\$ 80,798</u>

Time Parameters: \_\_\_\_\_

Extra Services Authorized: \$ 8,079

AUTHORITY

ENGINEER

By \_\_\_\_\_  
 Authorized Signatory

By \_\_\_\_\_  
 Authorized Signatory

II. Notices to Proceed

Tasks/SubTasks	Date	Authority	Engineer
		Authorization/Acknowledgement	
<u>F1, F2, and F3</u>	<u>8/26/93</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

III. Extra Services.

No.	Task No.	Description	Amount	Date	Authority	Engineer
					Authorization/	Acknowledgement
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

**CALENDAR PAGE 274.132**

**MINUTE PAGE 1307**

## TASK ORDER F

### CONSTRUCTION MANAGEMENT SERVICES FOR REPAIR OF SYID#1 PIPELINE

Task Order F will be initiated to provide construction management (CM) services for the repair of the Santa Ynez River Water Conservation and Improvement District Number One (SYID#1) pipeline. Task Order F will include tasks for construction management, field engineering and administration, and inspection, testing and surveying for the repair of the SYID#1 pipeline.

#### ASSUMPTIONS RELATED TO SCOPE OF SERVICES

The scope of work and budget proposed under this Task Order F are predicated on the following general assumptions:

- A. Construction duration will be 3 months and include the repair of four crossings of the SYID#1 pipeline across the Santa Ynez River. The SYID#1 pipeline extends from Bradbury Dam to Meadowlark Lane.
- B. Construction period will be October through December, 1993.
- C. Contract closeout can be completed within 1 month following the end of construction.
- D. The construction contract is to be awarded and administered by Santa Ynez River Water Conservation and Improvement District Number One (SYID#1) under an agreement between CCWA and SYID#1. The agreement provides for reimbursement by CCWA of SYID#1's expenses associated with the repairs to the SYID#1 pipeline. The agreement also provides that CCWA will retain and pay for a consultant to provide construction management services needed for the contract to repair the SYID#1 pipeline.
- E. CCWA/SYID#1 will provide an environmental program manager to work with consultant to address environmental concerns and issues in a cost effective and timely manner while complying with applicable environmental standards and requirements.

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## SCOPE OF SERVICES

Consultant will perform the services identified in Tasks F1, F2, and F3 below.

### Task F1 Construction Management

Services provided under this task will be performed or led primarily by the construction manager. Specific activities will include:

1. **Pre-Construction Activities.** Arrange and conduct a pre-construction conference to introduce project personnel, review administrative procedures, discuss environmental mitigation requirements. Prepare and distribute a project memorandum approved by CCWA and SYID#1 that contains the team organization and roles, telephone numbers of project personnel, administrative procedures, and environmental mitigation training and field procedures.
2. **Coordination and Correspondence.** Serve as the focal point for coordination among the contractor, CCWA, SYID#1, and other parties. Receive contractor correspondence and prepare and transmit responses. Coordinate with applicable parties as required to develop responses. Coordinate with property owners near the pipeline facilities to keep them informed and aware of construction activities. Respond to property owner concerns in an effort to maintain public support for the project. Consultant will coordinate warranty service with contractor, SYID#1 and CCWA through final completion and acceptance.
3. **Change Order Management.** Develop a process for initiation, negotiation, approval, payment and documentation of change orders. Perform change order administration, including issuing proposed change orders to contractor, maintaining logs of proposed and approved change orders, receiving change order quotations from contractor, negotiating change order costs and time extensions, processing final negotiated change orders, and incorporating approved change orders into progress payment schedule of values. Perform quantity and cost analysis as required for negotiation of change orders. Coordinate with CCWA and SYID#1 as required for processing of change orders.
4. **Claims Management.** Analyze claims for additional compensation submitted during construction and prepare responses. Perform claims administration, including coordination and monitoring, claims resolution negotiations, logging and tracking of claims status, and informing SYID#1 and CCWA on the status of claims.

5. **Schedule Management.** Review contractor's as-planned schedule for conformance with the specifications and for reasonableness of activity durations and sequence. Analyze the schedule to determine impact of weather and change orders on the construction schedule. Negotiate time extensions due to change orders, weather and other delays. Review time extensions with CCWA and SYID#1.

6. **Status Meetings.** Conduct meetings with the contractor to discuss the status of the work and the short term work activities planned by the contractor. Schedule and conduct start-up meetings for planning, sequencing and organizing the start-up activities. Prepare meeting agendas and minutes and distribute to meeting attendees. Coordinate with the design engineer, SYID#1 and CCWA related to their involvement in jobsite meetings.

7. **Progress Reports.** Prepare and submit a status report to CCWA, SYID#1, the environmental program manager and the design engineer each month describing key issues, cost status, and schedule status.

8. **Payment Recommendations.** Review the contractor's initial cost breakdown for reasonableness and ease of monitoring. Review contractor's monthly payment requests, negotiate differences over payment, and prepare and process payment recommendations to CCWA and SYID#1.

9. **Personnel Safety.** Consultant shall perform the work in compliance with state and federal safety requirements, and shall assume sole and complete responsibility for the safety of its personnel during the project. To provide for the safety of its personnel Consultant will perform the following activities: review the contract documents to verify the requirement for the contractor to ensure safe working conditions and practices at the construction site, review contractor's safety plan, monitor the jobsite for safe working conditions for Consultant personnel, provide safety guidelines and training for Consultant personnel, and report safety violations observed at the construction site. Reporting of safety violations to the contractor CCWA/SYID#1 shall not make Consultant responsible for duties that belong to the construction contractor or other parties, and shall not relieve the contractor of its responsibility for complying with safety regulations. Notification of contractor of safety deficiencies shall not cause Consultant to assume, by its actions, a duty to detect safety deficiencies of the contractor.

#### Subtask F.2 Field Engineering and Administration

Services provided under this subtask will be performed primarily by the Consultant's field engineer. Specific activities will include:

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1. **Submittals Management.** Develop, in conjunction with the design consultant, a submittal distribution list to identify engineer responsible for review and acceptance. Receive, stamp, and log submittals, and distribute for review. Monitor review of submittals to foster timely review and return of submittals to contractor. Review and respond to administrative submittals such as the construction schedule. Review of engineering submittals will be by the design consultant.
2. **RFI (Request for Information) Management.** Receive, process and monitor requests for information from the contractor. Prepare responses to RFIs that are related to construction issues. Transmit design-related RFIs to the design consultant and track progress. Conduct discussions and/or meetings with contractor, the design consultant, and other parties as needed to resolve RFIs.
3. **Change Order Scoping.** Prepare scope of change orders based on drawings, specifications, and other design information. Prepare scope of change orders that are related to construction issues.
4. **Document Management.** Set up and maintain project files.
5. **Coordination of Testing and Startup.** Coordinate testing and startup, including efforts by the contractor, and operation and maintenance personnel. Receive test reports from contractor and transmit for review and acceptance.
6. **Contract Closeout.** Complete documentation and coordination required for final acceptance and closeout of the construction contract.

**Subtask F.3 Inspection, Testing and Surveying**

Provide inspection, testing and surveying services as follows:

**F3.1. Inspection.** Provide a resident inspector for day-to-day on-the-job observation of the work for an aggregate of 3 person-months. The inspector shall make reasonable efforts to guard CCWA and SYID#1 against defects and deficiencies in the work of the contractor and to help determine if the provisions of the contract documents are being fulfilled; prepare daily inspection reports documenting observed construction activities and jobsite conditions; measure pay quantities; coordinate, witness and record leakage tests for piping; take progress photographs and bind and label them; mark up a field blueline set of drawings to incorporate contractor record drawing markups; prepare punch lists; coordinate and conduct final inspection; and assist with startup and other matters relating to construction of the project. Inspection services by Consultant shall not cause Consultant to assume contractor's responsibility for completing the work in conformance with the contract documents. Compliance with the contract documents shall remain the sole responsibility of the contractor.

**F3.2 Materials Testing.** Provide materials testing for concrete strength and soils compaction. Materials tests may also include aggregate gradation analysis, non-destructive testing of weld and torque resistance.

**F3.3. Surveying.** Provide 160 hours of surveying services to perform surveys that may be owners obligation in the contract documents or required for inspection support.

### **EXTRA SERVICES**

Certain Extra Services may be required in order to complete the project. The Extra Services will be provided by Consultant upon written authorization of CCWA's Executive Director. Listed below, as individual subtasks, are Extra Services the Executive Director may authorize Consultant to perform.

#### **Videotape of Property and Environmental Conditions**

Consultant will contract with professional videographers to produce videotapes of environmental conditions

#### **Warranty Services**

For coordination of warranty repairs Consultant will assist CCWA during period following final completion and acceptance. Prior to final completion Consultant will coordinate warranty repairs with construction contractor(s) and CCWA as part of the Consultant's scope of services.

### **COST OF SERVICES**

The "not-to-exceed" cost for Task Order F is \$80,798. The budgeted costs for tasks performed under Task Order F are as shown in Attachment F-1.

Task Order F  
ATTACHMENT F-1  
Cost Of Services

CONSTRUCTION MANAGEMENT SERVICES FOR RECONSTRUCTION OF SYID PIPELINE

LABOR:	1993 Hours						Total Hrs	\$/hr	Total Cost
	Aug	Sep	Oct	Nov	Dec	Jan			
<b>Task F1 Construction Management</b>									
Construction Manager (E6)	40	40	40	40	16	16	192	118.75	22,800
Project Manager (E7)	16	16	8	8			48	142.25	6,828
									29,628
<b>Task F2 Field Engineering and Administration</b>									
Field Engineer (Flowers)			58	58	58	40	214	55.00	11,770
<b>Task F3 Inspection, Testing and Surveying</b>									
Inspector (Flowers)			120	120	120		360	55.00	19,800
Survey	64	32	32	32			160	60.00	9,600
									29,400
<b>Total Labor:</b>							<b>974.00</b>		<b>70,798</b>

EXPENSES:

Misc. 10,000

Total Expenses: 10,000

**TOTAL BUDGET 80,798**

I certify that the foregoing Resolution No. 93-26 was adopted by the Board of Directors of the Central Coast Water Authority at a regular meeting held September 23, 1993.

  
Chairman

[SEAL]

Attest:

  
Secretary of the Board  
of Directors

	VOTING PERCENTAGE	AYE	NAY	ABSTAIN	ABSENT
City of Buellton	<u>2.21</u> %	<u>x</u>	—	—	—
Carpinteria County Water District	<u>7.64</u> %	<u>x</u>	—	—	—
Goleta Water District	<u>17.20</u> %	<u>x</u>	—	—	—
City of Guadalupe	<u>1.15</u> %	<u>x</u>	—	—	—
Montecito Water District	<u>8.35</u> %	<u>x</u>	—	—	—
City of Santa Barbara	<u>11.47</u> %	<u>x</u>	—	—	—
City of Santa Maria	<u>43.19</u> %	<u>x</u>	—	—	—
Santa Ynez River Water Conservation District, Improvement District No. 1	<u>7.64</u> %	<u>x</u>	—	—	—
Summerland County Water District	<u>1.15</u> %	<u>x</u>	—	—	—

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Agenda Item V.B.  
Board Meeting  
September 23, 1993

**RESOLUTION NO. 93-26 OF THE CENTRAL COAST WATER AUTHORITY  
APPROVING THE BIOLOGICAL RESOURCES MITIGATION PLAN AND  
MITIGATION PROGRAM FOR THE POLONIO PASS, MISSION HILLS EXTENSION,  
AND SANTA YNEZ EXTENSION PROJECT**

WHEREAS, the Central Coast Water Authority has approved construction and operation of the Polonio Pass Water Treatment Plant, the Mission Hills Extension, and the Santa Ynez Extension (the "Project"); and

WHEREAS, the Authority also has approved a preliminary draft mitigation program for the Project; and

WHEREAS, a final Mitigation Program and a final Biological Resources Mitigation Plan have been prepared by the Authority's environmental consultants, a copy of which Mitigation Program and Biological Resources Mitigation Plan are attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the attached Mitigation Program and Biological Resources Mitigation Plan, dated September 1993, are hereby approved and incorporated into the Project;

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately.

Final  
**Biological Resources  
 Mitigation Plan**  
 for the Mission Hills Extension  
 and Santa Ynez Extension

September 1993

Prepared for

Central Coast Water Authority  
 1933 Cliff Drive, Suite 12  
 Santa Barbara,  
 California 93109

Prepared by



*An Employee-Owned Corp*  
 Science Applications International Corporation  
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 Environmental Programs DM 141  
 REFERENCE PAGE 1316

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**Final**

**Biological Resources  
Mitigation Plan**

**for the Mission Hills Extension  
and Santa Ynez Extension**

**September 1993**

**Prepared for**

**Central Coast Water Authority  
1933 Cliff Drive, Suite 12  
Santa Barbara, California 93109**

**Prepared by**

**Science Applications International Corporation .  
Environmental Programs Division  
816 State Street, Suite 500  
Santa Barbara, California 93101**

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## 1.0 INTRODUCTION

This mitigation plan for the Mission Hills Extension and the Santa Ynez Extension, both local projects associated with Phase II of the Coastal Branch extension of the State Water Project, has been prepared to specify the measures necessary to mitigate significant impacts to biological resources that were identified in the environmental impact reports (EIRs) for these projects (DWR 1991; SAIC 1991). Since these EIRs were prepared, the pipeline alignment has been altered at several locations to shorten the route and to avoid biological, cultural, and geological resources. As a result, impacts to native vegetation have been substantially reduced. Elimination of Tank 6 and use of existing roads plus a fuelbreak have decreased the amount of Burton Mesa chaparral to be affected by approximately 33 acres (about 50 percent). The amount of oak woodland affected has been reduced by about 40 acres (60 percent) while riparian forest and scrub habitats were reduced by 30 acres (about 85 percent). Additional modifications in the pipeline alignment and construction easement are still being made to minimize impacts to biological resources. The format for this mitigation plan is patterned after the plan prepared by the Department of Water Resources (DWR) for the Coastal Branch, Phase II. Planning and design processes for the Mission Hills and Santa Ynez extensions are now in the final design stage, but several project changes are still being considered, including how much to narrow the corridor width through sensitive habitats. As a result, exact amounts of each vegetation type impacted will continue to change. Vegetation and other sensitive resources are being mapped on the engineering plans, and the mitigation measures for the construction period will be included as environmental constraint specifications on these plans. Mitigations applicable to restoration after construction will be included as specifications on the revegetation plan maps.

### 1.1 PURPOSE AND SCOPE

The goal of this mitigation plan is to reduce the project-caused impacts to biological resources to a level not considered significant. The pipeline route is being designed to avoid sensitive biological resources to the maximum extent feasible. When avoidance is not feasible, mitigation of impacts would be as set forth in this document. This includes monetary incentives for the contractors to avoid or further reduce impacts to sensitive vegetation. For animal or plant species that are listed or candidates for listing as threatened or endangered under state or federal laws, the mitigation goal will be no-net-loss of habitat or species viability. No take is anticipated for listed animal species, and populations of the state-listed seaside bird's beak (if found to be present) will be avoided to the extent feasible. Where such avoidance is not feasible, take will be as authorized in a Management Agreement/Management Permit issued by the California Department of Fish and Game pursuant to ~~Fish and Game Code Section 2081~~

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The mitigation goal for sensitive species that are not candidate or listed species and for native plant communities will be replacement in kind, to the extent practicable. For wetland and riparian habitats the goal will be no net loss of habitat value.

## 1.2 DOCUMENT ORGANIZATION

This document has been divided into eight sections. Section 1 contains the project description. The organization, personnel qualifications, and reporting procedures for carrying out the mitigation plan are presented in section 2, Mitigation Plan Management. Section 3, Project-Wide Mitigation Measures, describes specifications that will be incorporated into construction contracts throughout the ROW and facilities to minimize construction impacts to the extent feasible. Mitigation measures for sensitive animal and plant species are presented in section 4, Sensitive Species-Specific Mitigation Plans. Measures to restore affected vegetation types are presented in section 5, Vegetation Type Restoration Measures. Affected Sensitive Biological Resources by Facility, section 6, summarizes the biological resources along the pipeline, at associated facilities and staging areas, and at roads and powerlines. Section 7, Acquisition of Replacement Lands, presents the strategy and process for acquiring and managing lands to replace biological resource values that could not be restored on-site. References are listed in section 8. The Appendices contain reference and background materials.

## 1.3 PROJECT DESCRIPTION

The project consists of a pipeline extending from the north part of Vandenberg AFB to Lake Cachuma and associated facilities such as a storage tank, a pumping plant, and turnouts. Each of these is described below. In addition, two short pipeline segments and Tank 5 of the Coastal Branch, Phase II are located in Burton Mesa chaparral. Since most of the impacts to this plant community occur within the Mission Hills/Santa Ynez Extension, these small areas of the Coastal Branch have been included in this document.

### 1.3.1 Route Description

The routes for the two projects are contiguous and follow a 42.5-mile-long corridor that originates at the end of the proposed Coastal Branch facilities at Tank 5 on Vandenberg AFB, Santa Barbara County, and extending south and east to terminate on the south side of Lake Cachuma near Bradbury Dam (see Figure 1-1). An alternate route segment just west of Buellton is being evaluated for feasibility and is the preferred alignment. Use of an existing water pipeline from just south of Santa Ynez to Bradbury Dam will eliminate construction of 4.5 miles of pipeline (see Appendix C, maps 18 and 19).

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### 1.3.2 Permanent Facilities

The two projects consist of a buried pipeline with pumping and service turnout facilities. Permanent facilities include the buried pipeline, one pumping plant, one tank site, four water supply turnouts, and the terminus facilities. Tank 5, the terminus of the Coastal Branch to be built by the DWR, is also included in this mitigation plan. A water treatment plant will also be constructed at Polonio Pass in San Luis Obispo County. Specific permanent facilities are listed in section 6.

A permanent 50- to 60-foot right of way (ROW) easement will be required for the pipeline alignment. A portion of the permanent ROW (width to be determined, but approximately 20 feet) will be kept cleared of large vegetation such as trees and deep-rooted shrubs to permit aerial surveillance and access for maintenance. One short permanent road will be needed to serve Tank 7. Most facilities also will require electrical power service.

Drawings and specifications (at scale of 1 inch = 100 feet) will be prepared to show all project facilities in detail, and locations of sensitive biological resources will be placed on these maps. These drawings and specifications, because of their number and bulk, are incorporated into this plan by reference. The maps will be made available to users of this plan as needed. (Aerial photography for use in making these maps was taken in early August 1992 and March 1993. Biological and cultural resource surveys have been conducted over most of the route and will be completed when final maps are available for realignment areas.)

### 1.3.3 Temporary Construction Requirements

The construction ROW generally will be 100 to 120 feet wide. Some areas such as steep hillsides or sandy streambeds will require a greater ROW width, while in certain areas it may be reduced to about 50 feet for short distances. Within the ROW, the pipe trench will generally be a 15- to 30-foot-wide excavation. The top of the pipe will be buried about 4 to 5 feet. Figure 1-2 illustrates the general construction steps.

Temporary staging areas will be required to store equipment and materials. Generally, staging areas will be about 4 acres but two will be 5.5 acres. The staging areas have been located based on environmental and construction considerations. Staging areas are listed in section 6 and shown on the project drawings and specifications (also see Appendix C maps).

Excavation materials will be stored along the pipeline trench in the construction ROW. Other spoil stockpile areas may be required where the width of the ROW is reduced to avoid sensitive resources.

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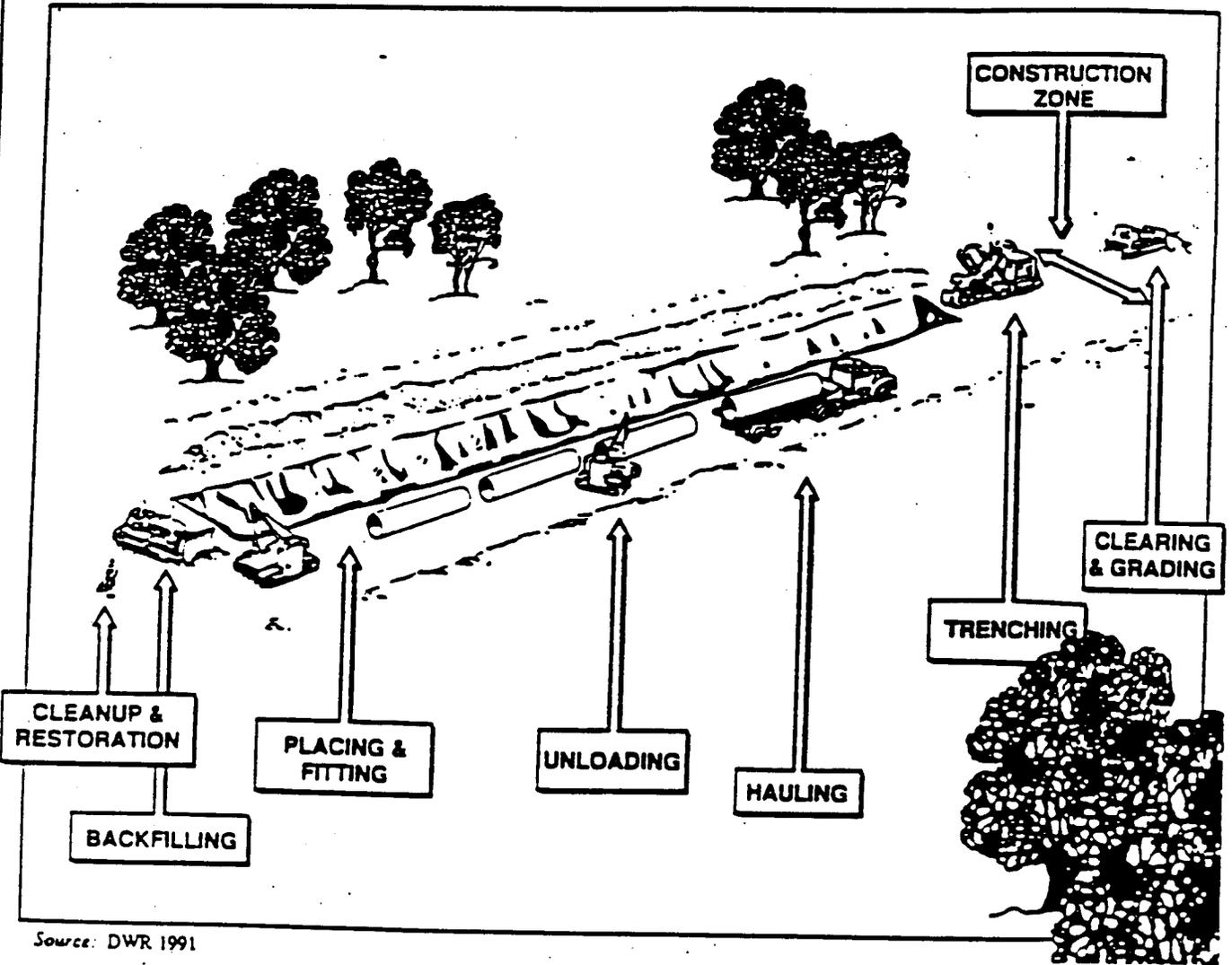


Figure 1-2

SCHEMATIC OF GENERAL STEPS IN CONSTRUCTING A BURIED PIPELINE

Access onto the ROW will be from existing roads or the new permanent road providing access to Tank 7. Temporary access roads will be constructed only where steep slopes dictate the need for such roads.

No borrow areas will be required within the ROW. Any fill material needed will be obtained from existing commercial mining operations.

The aqueduct will cross four major streams, many small drainages, and enter Lake Cachuma. Stream crossings are listed in section 6. An alignment minimizing the disturbance of riparian vegetation was selected for each crossing. San Antonio Creek will be spanned or bored under, Hilton Creek will be spanned (or avoided if the existing tunnel through Bradbury Dam can be used to discharge water into the lake), and both of the Santa Ynez River crossings will be placed on bridges. The alternative route west of Buellton would cross the Santa Ynez River by directional bore about 3 miles west of Highway 101, eliminating the use of Avenue of the Flags bridge.

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## 2.0 MITIGATION PLAN MANAGEMENT

### 2.1 ORGANIZATION OF MITIGATION PLAN MANAGEMENT

CCWA will assign qualified environmental personnel or contract with a qualified environmental consultant to monitor and carry out the mitigation plan. The environmental personnel shall conduct preconstruction surveys and mitigation activities (section 3.1), monitor construction activities to assure compliance with construction contract specifications (section 3.2), monitor vegetation restoration after construction activities (sections 3.3.1, 4 and 5), and prepare and implement habitat replacement requirements (Section 7). Primary responsibility for managing construction contracts resides with the Construction Manager retained by CCWA. During construction activities, Environmental Quality Compliance Reports, including reports of violations or recommendations for changes in contract specifications, will be delivered to the Construction Manager for appropriate action. Appeal and oversight provisions are provided for conflict resolution and to provide for changes in contract specifications if necessary (section 2.5). A schematic representation of the Mitigation Program management is presented in Figure 2-1 of the Mitigation Program.

The environmental monitors will work with construction management staff to halt and reroute construction to prevent significant environmental damage and assure compliance with the mitigation program. The environmental monitoring personnel also will be responsible for preparing all required monitoring reports, providing environmental awareness training to construction workers, and maintaining contact with resource agencies.

### 2.2 PERSONNEL QUALIFICATIONS

All environmental monitors and restoration personnel shall be knowledgeable in natural resources. The monitors must be able to identify sensitive species and habitats in the field and be familiar with monitoring. Restoration personnel also must be able to identify sensitive species in the field as well as all other species for which restoration is being conducted.

### 2.3 COORDINATION OF MITIGATION PROGRAM WITH AGENCIES

The reporting procedures established in the Mitigation Program, section 2.3.1, shall be followed. All work involving state or federally listed species shall be conducted within the permit conditions issued by the responsible agencies, and any problems or deviations from these conditions will be reported immediately to these agencies.

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**2.4 TRAINING PROGRAM**

All monitoring and restoration personnel shall undergo a training program developed under the supervision of the PEPM as described in the Mitigation Program.

**2.5 CONFLICT RESOLUTION**

Resolution of any conflicts arising during project construction shall be settled according to the procedures described in section 2.5 of the Mitigation Program.

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### 3.0 PROJECT-WIDE MITIGATION MEASURES

This section describes the general measures that apply to biological resources throughout the project. Measures that are primarily for other resources, but would also reduce impacts to biological resources, are discussed in the Mitigation Program in section 3.

#### 3.1 PRECONSTRUCTION PHASE

Preconstruction biological surveys shall be conducted by qualified biologists for the entire ROW prior to construction. These surveys will be conducted during the appropriate seasons for all sensitive species. Additional site specific surveys will be conducted immediately prior to construction as described in section 4. The vegetation map and locational information for sensitive species (plants and animals) will be refined from the data collected. Amount and quality of each vegetation type will be recorded on the maps. The numbers and types of native trees in the ROW will be added by the monitor after the corridor has been staked. In addition, existing conditions at all sensitive habitats, including stream crossings, will be documented to guide restoration of habitat to pre-project conditions. The resulting maps will then be used to quantify the amount of each vegetation type to be mitigated on site and off site by computer planimetry. Locations for off-site mitigation will be selected and plans drawn up for restoration/creation of the required habitats (see section 7.0).

All sensitive biological resources within and immediately adjacent to the ROW will be flagged, or fenced if covering a small area, by environmental monitors immediately prior to construction. Areas where the width of the ROW is to be reduced will also be marked. Photographs of sensitive habitats and species, including assessment plots outside the ROW, will be taken at specific locations to be recorded on the drawings and specifications for use in site restoration. CCWA has taken aerial videotape pictures of the ROW in March 1993. Seeds and other plant materials will be collected from within and adjacent to the ROW for use in site restoration beginning one year prior to construction. This includes salvage of sensitive plant species that can be removed, held, and transplanted back into the ROW after construction is complete. Sensitive animals, such as American badger, will be enticed to move from the corridor as described in section 4.

#### 3.2 CONSTRUCTION PHASE

Monitoring of construction activities will be conducted by trained environmental monitors under the direction of the PEPM and the on-site environmental coordinator, with reports submitted to CDFG. These monitors shall follow the procedures set forth in sections 2.1.4, 2.3.1, and 2.5 of

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