

*Rosamond Community Services District
Regular Board Meeting – Agenda
Wednesday, October 11, 2023 @ 6:00 PM*

**REGULAR MEETING OF THE
BOARD OF DIRECTORS
ROSAMOND COMMUNITY SERVICES DISTRICT**

6:00 PM Regular Board Meeting
Wednesday, October 11, 2023
District Board Room
3179 35th Street West
Rosamond, CA 93560

Teleconference:
1-877-411-9748
Access Code: 5150560

Agenda

CALL TO ORDER Time: _____

ROLL CALL

Director Greg Washington
Director Alfred Wallis
Director Rick Webb
Vice President Ben Stewart
President Byron Glennan

General Manager (GM) Kim Domingo
Director of Public Works John Houghton
Director of Administration Sherri Timm
Legal Counsel, John Komar, Esq.

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA

Motion: _____ Second: _____

PUBLIC COMMENTS

(At this time, any person may address the Board on any subject within the District’s jurisdiction which is not on the agenda. However, any non-agenda matter will be referred to staff for a report and/or action at a subsequent Board meeting and no action can be taken on any such item discussed unless the action has been authorized under §54954.2(b) of the Government Code. Any person may also address the Board on any agenda matter at the time that matter is discussed, prior to Board consideration and action. Speakers are requested to limit comments to five (5) minutes.)

VOLUNTARY PUBLIC ROLL-CALL VIA TELECONFERENCE

(If any member of the public on the teleconference/video conference wishes to identify themselves as present for this meeting, please do so for the records/minutes)

CONSENT CALENDAR

CC 1. Review of the check/voucher register dated September 19, 2023 through October 2, 2023| Payroll (Direct Deposit) dated September 27, 2023.

Motion: _____ Second: _____

MINUTES

M 1. Approve September 27, 2023 Regular Board Meeting Minutes.

Motion: _____ Second: _____

NEW BUSINESS

NB 1. Approve New Master Services Agreement with GEI and Approve Task 2023-02 with GEI for Engineering Services Related to Phase 1 of the Arsenic Consolidation Project. (GM Kim Domingo, Presenter)

Motion: _____ Second: _____

NB 2. Approve Master Services Agreement with QK and Approve Task 2023-01 with QK for Easement Acquisition and Survey Services Related to the Arsenic Consolidation Project (GM Kim Domingo, Presenter)

Motion: _____ Second: _____

NB 3. Approve Capital Project No. 01245 – Water Service Replacement Project (Various Locations) (GM Kim Domingo, presenter)

Motion: _____ Second: _____

NB 4. Approve Transfer of Funds in Capital Project Budget from the Admin Storage Building Project to the Video Van Project (GM Kim Domingo, presenter)

Motion: _____ Second: _____

PRESENTATIONS

PR 1. Water Reclamation Plant Project Update.

DIRECTOR REPORTS/COMMENTS/FUTURE AGENDA ITEMS

GENERAL COUNSEL UPDATE

John Komar, Esq

GENERAL MANAGER UPDATE

Kim Domingo

DIRECTOR OF ADMINISTRATION UPDATE

Sherri Timm

PUBLIC WORKS UPDATE

John Houghton

ADJOURNMENT Time: _____

Motion: _____ Second: _____

Requirements Regarding Disabled Access: In accordance with Government Code §54954.2(a), requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting, should be made to the RCSD Board Secretary at least 48 hours in advance of the meeting to ensure availability of the requested service or accommodation. Please contact the Board Secretary by telephone at (661) 256-3411, Email: stimm@rosamondcsd.com or in writing at the Rosamond Community Services District, Attn: Board Secretary 3179 35th Street West, Rosamond, CA 93560.

Pursuant to Government Code Section 54957.5, any writing that: (1) is a public record; (2) relates to an agenda item for an open session of a regular meeting of the Board of Directors; and (3) is distributed less than 72 hours prior to that meeting, will be made available for public inspection at the time the writing is distributed to the Board of Directors. Any such writing will be available for public inspection at the District offices located at 3179 35th Street West, Rosamond, CA 93560. In addition, any such writing may also be posted on the District's web site.

STAFF REPORT

Rosamond Community Services District

DATE: October 11, 2023
TO: Board of Directors
FROM: Brad Rockabrand, CPA
Prepared by: Julie Lopez-Olmos, Senior Accounting Clerk
SUBJECT: Review of the check/voucher register dated September 19, 2023 through October 2, 2023 | Payroll (Direct Deposit) dated September 27, 2023

RECOMMENDATION:

By motion, receive and file.

EXECUTIVE SUMMARY:

The District's check/voucher register includes all disbursement transactions, actual checks as well as electronic, for the periods referenced above. Total disbursements were \$251,900.69 as follows:

Checks issued to vendors	\$199,488.43
Payroll direct deposit and checks	<u>52,412.26</u>
Total	\$251,900.69

Significant disbursements included the following payments:

- \$17,410.00 was paid to Rogers Anderson Malody & Scott LLP on September 20, 2023 for June 2023 audit August 2023 billing
- \$17,416.94 was paid to Southern California Edison on September 20, 2023 for electricity usage at well 9
- \$36,129.98 was paid to ACWA/JPIA on September 26, 2023 for employee insurance
- \$14,846.93 was remitted to the CalPERS on September 26, 2023 for required contributions
 - \$9,718.98 (Employer portion)
 - \$5,127.95 (Employee portion)
- \$4,189.12 was remitted to the Employment Development Department on September 26, 2023
 - \$.00 (Employer portion)
 - \$4,189.12 (Employee portion)

- \$21,819.83 was remitted to the Internal Revenue Service on September 26, 2023
 - \$ 6,438.44 (Employer portion)
 - \$15,381.39 (Employee portion)

DISCUSSION/ANALYSIS:

The check/voucher register dated September 19, 2023 through October 2, 2023 includes check numbers 63447 through 63520 (Attachment 1)

Payroll (Direct Deposit) number 26300 (overflow), 26301 through 26322 were issued on September 27, 2023 in the amount of \$52,412.26 (Attachment 2)

FISCAL IMPACT:

Not applicable

ENVIRONMENTAL IMPACT:

Not applicable

PRIOR BOARD REVIEW:

Not applicable

COMMISSION/COMMITTEE/BOARD REVIEW AND RECOMMENDATIONS:

Not applicable

NOTIFICATION:

Not applicable

ATTACHMENTS:

Attachment 1 – Check/voucher register dated September 19, 2023 through October 2, 2023

Attachment 2 – Payroll (Direct Deposit) dated September 27, 2023

Rosamond Community Services District
 Check/Voucher Register
 10101 - General Checking - Wells Fargo
 From 9/19/2023 Through 10/2/2023

Date	Check No.	Vendor Name	Transaction Description	Amount	Total
9/20/2023	63447	ALLIANT CONSULTING, INC.	AUG 2023: RWRP LABOR COMPLIANCE OVERSIGHT	270.00	270.00
9/20/2023	63448	AT&T MOBILITY	CELL PHONES, NEW IPADS & INTERNET CHARGES & TRACKERS	5,097.60	5,097.60
9/20/2023	63449	AUTOZONE	#39 DIESEL EXHAUST FLUID, REFRESH OIL DIFFUSER, ETC.	107.50	107.50
9/20/2023	63450	AVEK WATER AGENCY	AUG 2023 SIERRA	962.56	1,087.56
9/20/2023	63451	AVEK WATER AGENCY	5 QTY BACTERIOLOGICAL TESTS	125.00	1,087.56
9/20/2023	63451	BABCOCK LABORATORIES, INC.	SYSTEM TESTS	1,820.97	2,022.49
9/20/2023	63452	BABCOCK LABORATORIES, INC.	SYSTEM TESTS	201.52	2,022.49
9/20/2023	63452	CUSI	ECK VALIDATION SERVICE	66.60	266.60
9/20/2023	63453	CUSI	CUSTOM REPORTS & FORMS	200.00	266.60
9/20/2023	63453	DATAFLOW BUSINESS SYSTEMS	KYOCERA MAINTENANCE AGREEMENTS	281.64	281.64
9/20/2023	63454	DIGITECH	875 PATTERSON RD: SECURITY MONITORING	31.99	131.97
9/20/2023	63454	DIGITECH	MAIN BLD: SECURITY MONITORING	31.99	131.97
9/20/2023	63454	DIGITECH	OPER. BLD: SECURITY MONITORING	31.99	131.97
9/20/2023	63454	DIGITECH	WWO: SECURITY MONITORING	36.00	131.97
9/20/2023	63455	FAMCON PIPE & SUPPLY INC.	REPAIR CLAMP	259.80	259.80
9/20/2023	63456	GEI CONSULTANTS, INC.	REGIONAL ARSENIC COMPLIANCE PR THROUGH 08/25/2023	2,325.50	2,325.50
9/20/2023	63457	GLENNAN, BYRON	PER DIEM ALLOWANCE: ACWA REGION 6 & 7	129.50	129.50
9/20/2023	63458	INFOSEND, INC.	STATEMENT DATA PROCESSING	3,942.28	3,942.28
9/20/2023	63459	JACK HENRY AND ASSOCIATES	BILLING ON BEHALF OF CUSI	82.25	82.25
9/20/2023	63460	KARL'S HARDWARE	MAINTENANCE	534.37	1,038.30
9/20/2023	63460	KARL'S HARDWARE	SEWER	21.62	1,038.30
9/20/2023	63460	KARL'S HARDWARE	WATER	482.31	1,038.30
9/20/2023	63461	NORTHERN DIGITAL INC.	SEWER: SCADA SUPPORT	910.00	910.00
9/20/2023	63462	ROGERS ANDERSON MALODY & SCOTT LLP	JUN 2023 AUDIT - AUG 2023 BILLING	17,410.00	17,410.00
9/20/2023	63463	SOUTHERN CALIF. EDISON	N/O ROSAMOND ON UNITED	576.18	576.18
9/20/2023	63464	SOUTHERN CALIF. EDISON	5702 GASKELL RD WELL 9	17,416.94	17,416.94
9/20/2023	63465	SOUTHERN CALIF. EDISON	616 1/2 APPLEBLOSSOM ST	63.97	63.97
9/20/2023	63466	SOUTHERN CALIF. EDISON	962 10TH ST W	8,030.00	8,030.00
9/20/2023	63467	SOUTHERN CALIF. EDISON	3179 35TH ST W	2,468.14	2,468.14
9/20/2023	63468	SOUTHERN CALIF. EDISON	SCADA	24.73	24.73
9/20/2023	63469	STANDARD SOLAR, INC.	PV ELECTRICITY SERVICE CHARGE	1,186.72	1,186.72
9/20/2023	63470	THE GAS COMPANY	UNIT A	23.56	38.35
9/20/2023	63471	THE GAS COMPANY	UNIT B	14.79	38.35
9/20/2023	63472	THE GAS COMPANY	875 PATTERSON RD	428.44	428.44
9/20/2023	63473	THE GAS COMPANY	2700 20TH ST W	16.54	16.54
9/20/2023	63473	THE TIRE STORE	#34 FLAT TIRE REPAIR	20.00	20.00
9/20/2023	63474	TIMM, SHERRI	PER DIEM ALLOWANCE: CALPERS EDUCATIONAL FORUM	259.00	259.00
9/20/2023	63475	UMPQUA BANK	ROSAMOND CSD GAS ACCOUNT	5,700.89	5,700.89
9/20/2023	63476	USA BLUEBOOK	STENNER INJECTION CHECK VALVE & TUBING	435.21	435.21
9/20/2023	63477	VALLEY CONSTRUCTION SUPPLY, INC.	3 QTY CONCRETE SAW	5,871.77	5,871.77
9/20/2023	63478	VULCAN MATERIALS COMPANY	COLD MIX	636.09	636.09
9/20/2023	63479	WASHINGTON, GREGORY	PER DIEM ALLOWANCE: WATER SMART INNOVATION CONF	259.00	259.00
9/20/2023	63480	WEBB, RICK	PER DIEM ALLOWANCE: WATER SMART INNOVATION CONF	259.00	259.00
9/26/2023	63377	SOUTHERN CALIF. EDISON	TANK 4	(843.89)	(843.89)

Rosamond Community Services District
 Check/Voucher Register
 10101 - General Checking - Wells Fargo
 From 9/19/2023 Through 10/2/2023

Date	Check No.	Vendor Name	Transaction Description	Amount	Total
9/26/2023	63481	ALBRIGHT, JACOB	CUSTOMER REFUND	140.32	140.32
9/26/2023	63482	ALEXANDER, JERMAINE	CUSTOMER REFUND	194.91	194.91
9/26/2023	63483	AMERICAN RESIDENTIAL LEASING	CUSTOMER REFUND	197.34	197.34
9/26/2023	63484	CHAVEZ, JR. RAUL	CUSTOMER REFUND	144.57	144.57
9/26/2023	63485	HOLDER, JEFFREY	CUSTOMER REFUND	200.00	200.00
9/26/2023	63486	KENT, TYLER	CUSTOMER REFUND	82.04	82.04
9/26/2023	63487	OLIVARES, KAREN	CUSTOMER REFUND	170.92	170.92
9/26/2023	63488	PAREDES, ISABEL	CUSTOMER REFUND	195.44	195.44
9/26/2023	63489	DUCKWORTH, TAMI	CUSTOMER REFUND	159.05	159.05
9/26/2023	63490	RHONEMUS, VICKI	CUSTOMER REFUND	93.30	93.30
9/26/2023	63491	ROSAMOND CLEANERS	CUSTOMER REFUND	200.00	200.00
9/26/2023	63492	GARCIA, PEGGY	CUSTOMER REFUND	126.43	126.43
9/26/2023	63493	SCHAEFFER, WENDY	CUSTOMER REFUND	65.70	65.70
9/26/2023	63494	HORNE LLP DBA CA LIHWAP	INVOICE 2260	48.33	48.33
9/26/2023	63495	TREU, KARSTEN	CUSTOMER REFUND	192.28	192.28
9/26/2023	63496	VANCE, THOMAS	CUSTOMER REFUND	174.46	174.46
9/26/2023	63497	NGUYEN, HOA	CUSTOMER REFUND	196.58	196.58
9/26/2023	63498	MAYO RAMIREZ, YAHIR	CUSTOMER REFUND	185.46	185.46
9/26/2023	63499	HOME RUNNERS INC.	CUSTOMER REFUND	196.58	196.58
9/26/2023	63500	OPENDOOR LABS INC.	CUSTOMER REFUND	195.44	195.44
9/26/2023	63501	CASA BONITAS	CUSTOMER REFUND	190.00	190.00
9/26/2023	63502	SHAHLA, KENAN	CUSTOMER REFUND	186.18	186.18
9/26/2023	63503	URW LLC	CUSTOMER REFUND	642.19	642.19
9/26/2023	63504	OPENDOOR LABS INC.	CUSTOMER REFUND	193.42	193.42
9/26/2023	63505	ACWA/JPIA	EMPLOYEE INSURANCE	36,129.98	36,129.98
9/26/2023	63506	AERZEN USA CORP	INTAKE FILTERS FOR BLOWERS	7,202.47	7,202.47
9/26/2023	63507	AFLAC INSURANCE	SUPPLEMENTAL EMPLOYEE INSURANCE	791.98	791.98
9/26/2023	63508	AFSCME LOCAL 1902	UNION DUES	1,074.68	1,074.68
9/26/2023	63509	CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM	PAYROLL REMITTANCE	14,846.93	14,846.93
9/26/2023	63510	CALPERS SUPPLEMENTAL INCOME 457 PLAN	PERS 457	4,889.39	4,889.39
9/26/2023	63511	CANNON CORPORATION	SLUDGE DISPOSAL ALTERNATIVES ANALYSIS & SLUDGE MGT PLAN	5,491.75	5,491.75
9/26/2023	63512	CA STATE DISBURSEMENT UNIT	WITHHOLDING ORDER	424.60	424.60
9/26/2023	63513	EMPLOYMENT DEVELOPMENT DEPARTMENT	STATE DISABILITY INSURANCE	757.48	4,189.12
9/26/2023	63514	EMPLOYMENT DEVELOPMENT DEPARTMENT	STATE INCOME TAX	3,431.64	4,189.12
9/26/2023	63515	GET CONSULTANTS, INC.	REGIONAL ARSENIC COMPLIANCE PR	3,101.50	3,101.50
9/26/2023	63516	HAMNER JEWELL ASSOCIATES	UNDERGROUND WATER PIPELINE	7,820.14	7,820.14
9/26/2023	63516	INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX	8,942.95	21,819.83
9/26/2023	63516	INTERNAL REVENUE SERVICE	MEDICARE	2,440.68	21,819.83
9/26/2023	63517	INTERNAL REVENUE SERVICE	SOCIAL SECURITY	10,436.20	21,819.83
9/26/2023	63518	KENNEDY/JENKS CONSULTANTS	PLAN CHECK SERVICES	2,541.25	2,541.25
9/26/2023	63518	OFFICE DEPOT BUSINESS SOLUTIONS LLC	FACIAL TISSUE, MULTIFOLD TOWELS, TOILET PAPER, ETC.	279.91	279.91
9/26/2023	63519	SMARTCOVER SYSTEMS, INC.	ANNUAL RENEWAL: 09/01/2023 - 08/31/2024	5,460.00	5,460.00
9/26/2023	63520	SOUTHERN CALIF. EDISON	TANK 4	843.89	843.89
				<u>199,486.43</u>	

Report Total

Rosamond Community Services District
Summary Check/Transaction Register
From 9/26/2023 Through 9/27/2023

<u>Document Date</u>	<u>Document Number</u>	<u>Type of Payment</u>	<u>Amount</u>
9/27/2023	26300		0.00
9/27/2023	26301	Check	2,817.94
9/27/2023	26302	Check	1,843.43
9/27/2023	26303	Check	2,968.79
9/27/2023	26304	Check	4,241.85
9/27/2023	26305	Check	1,990.21
9/27/2023	26306	Check	1,158.51
9/27/2023	26307	Check	1,544.82
9/27/2023	26308	Check	1,932.57
9/27/2023	26309	Check	1,740.94
9/27/2023	26310	Check	3,561.65
9/27/2023	26311	Check	1,795.91
9/27/2023	26312	Check	2,389.02
9/27/2023	26313	Check	2,046.03
9/27/2023	26314	Check	3,446.31
9/27/2023	26315	Check	1,621.02
9/27/2023	26316	Check	1,458.89
9/27/2023	26317	Check	3,316.33
9/27/2023	26318	Check	1,883.14
9/27/2023	26319	Check	2,469.80
9/27/2023	26320	Check	3,212.43
9/27/2023	26321	Check	2,480.58
9/27/2023	26322	Check	<u>2,492.09</u>
Report Total			<u><u>52,412.26</u></u>

PAYROLL 09/27/2023

Document Date	Document Number	Amount
9/27/2023	26300	0.00
9/27/2023	26301	2,817.94
9/27/2023	26302	1,843.43
9/27/2023	26303	2,968.79
9/27/2023	26304	4,241.85
9/27/2023	26305	1,990.21
9/27/2023	26306	1,158.51
9/27/2023	26307	1,544.82
9/27/2023	26308	1,932.57
9/27/2023	26309	1,740.94
9/27/2023	26310	3,561.65
9/27/2023	26311	1,795.91
9/27/2023	26312	2,389.02
9/27/2023	26313	2,046.03
9/27/2023	26314	3,446.31
9/27/2023	26315	1,621.02
9/27/2023	26316	1,458.89
9/27/2023	26317	3,316.33
9/27/2023	26318	1,883.14
9/27/2023	26319	2,469.80
9/27/2023	26320	3,212.43
9/27/2023	26321	2,480.58
9/27/2023	26322	<u>2,492.09</u>

Total Direct Deposit 52,412.26

Total Checks Issued 0.00

Total 52,412.26

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Regular Board Meeting – Minutes
Wednesday, September 27, 2023 @ 6:00PM*

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BOARD OF DIRECTORS
ROSAMOND COMMUNITY SERVICES DISTRICT**

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Wednesday, September 27, 2023
District Board Room
3179 35th Street West
Rosamond, CA 93560

Teleconference
1-877-411-9748
Access Code: 5150560
Remote Teleconference Address
22755 SW 66th Ave (107)
Boca Raton FL. 33428

Minutes

CALL TO ORDER

The meeting was called to order by President Glennan at 6:00 PM

ROLL CALL

Director Greg Washington	Teleconference
Director Alfred Wallis	Present
Director Rick Webb	Present
Vice President Ben Stewart	Present
President Byron Glennan	Present
General Manager (GM) Kim Domingo	Present
Director of Public Works John Houghton	Absent
Director of Administration Sherri Timm	Present
Legal Counsel, John Komar, Esq.	Teleconference

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA

A motion to approve the agenda was made by Director Webb and seconded by Director Washington.

Motion passed 5/0 all ayes.

PUBLIC COMMENTS

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None.

VOLUNTARY PUBLIC ROLL-CALL VIA TELECONFERENCE

(If any member of the public on the teleconference/video conference wishes to identify themselves as present for this meeting, please do so for the records/minutes)

John Joyce – Rosamond News.

CONSENT CALENDAR

CC 1. Review of the check/voucher register dated September 5, 2023 through September 18, 2023 I Payroll (Direct Deposit) dated September 13 2023 I Payroll (Checks) dated September 13, 2023

A motion to approve CC 1 was made by Director Wallis and seconded by Director Webb.

Motion passed 5/0 all ayes.

MINUTES

M 1. Approve September 11, 2023 Government/Community Relations Committee Meeting Minutes

M 2. Approve September 13, 2023 Regular Board Meeting Minutes.

A motion to approve M 1 and M 2 with a correction to M 2 page 4 item #3 end of line one sentence should read *Sewer System Management Plan* was made by VP Stewart and seconded by Director Webb.

Motion passed 5/0 all ayes.

NEW BUSINESS

N B 1. Approve Non-Profit Activity on District Property – Red Cross Blood Drive, December 11, 2023, 12 pm – 6 pm (Sherri Timm, Presenter.)

A motion to approve the Red Cross blood drive on December 11, 2023 using District property and allow GM Domingo to set future blood drive dates and advise the Board was made by Director Webb and seconded by VP Stewart.

Motion passed 5/0 all ayes.

N B 2. Approve Capital Project No. 01244 – Water Meter Replacements. (GM Kim Domingo Presenter)

This water meter modernization project will allow staff to evaluate new meter technology on a smaller section of approximately 40 older meters and 10 higher use water customers. This will allow for easier access to usage data by both the District and our customers by utilizing cellular networks for data transmission.

A motion to approve Capital Project No. 01244 – Water Meter Replacements including approval of a \$25,000 transfer from Capital Project No. 01233 – Admin Storage Building to Capital Project No. 01244, finding the proposed project to be exempt from further CEQA review per section 15301 of CEQA guidelines and to also authorize staff to complete and file the Notice of Exemption was made by Director Wallis and seconded by VP Stewart.

Motion passed 5/0 all ayes.

PRESENTATIONS

PR 1. Water Reclamation Plant Project Update.

GM Domingo reported the project continues to move toward completion. The plant is producing great water and percolation is occurring.

DIRECTOR REPORTS/COMMENTS/FUTURE AGENDA ITEMS

Director Washington shared the importance of the District and any other entity that undertakes a project that requires digging to utilize Underground Service Alerts (USA).

Vice President Stewart also commented on Underground Service Alerts.

President Glennan reported he represented the District at the Rosamond High School ground breaking ceremony on September 22, 2023.

GENERAL COUNSEL UPDATE

John Komar, Esq

No report.

GENERAL MANAGER UPDATE

Kim Domingo reported on the following items:

1. Staff has had several working sessions with Fischer Compliance regarding the Sewer System Management Plan update. Another Sewer Committee Meeting will take place to discuss results the week of October 9th. Fischer Compliance will be presenting the final document at the October 25th board meeting where it is planned for adoption.
2. Staff is developing scope for the Water Service Replacement Project, scheduled for budget adoption at the next board meeting. Service repair historical data will be used to target future water pipe replacements. It is estimated \$500,000 is spent annually by RCSD reacting to and repairing water leaks.
3. Congratulations to President Glennan for re-election to the ACWA Region 7 board.
4. The GM has been summoned for jury duty next week. He will provide an update to the board and staff in the event he is selected.
5. The GM will also be away from the office between October 26th through November 8th, returning on November 9th.

DIRECTOR OF ADMINISTRATION UPDATE

Sherri Timm reported on the following items:

1. 118 notices of impending service shutoffs were mailed on 09/18.
2. 98 door hangers were delivered to delinquent customers on 09/19.
3. 10 disconnections of service took place on 09/12. All but one have paid.
4. 893 accounts were charged a late fee penalty on 09/20.
5. Ms. Timm will be out of the office attending a CalPers conference from 10/2 – 10/4.

PUBLIC WORKS UPDATE

Public Works Supervisor Larry Warne reviewed the current Field Operations Report.

ADJOURNMENT

A motion to adjourn the meeting at 6:40pm was made by VP Stewart and seconded by Director Webb.

Motion passed 5/0 all ayes.

*Rosamond Community Services District
Regular Board Meeting – Minutes
Wednesday, September 27, 2023 @ 6:00PM*

Requirements Regarding Disabled Access: In accordance with Government Code §54954.2(a), requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting, should be made to the RCSD Board Secretary at least 48 hours in advance of the meeting to ensure availability of the requested service or accommodation. Please contact the Board Secretary by telephone at (661) 256-3411, Email: stimm@rosamondcsd.com or in writing at the Rosamond Community Services District, Attn: Board Secretary 3179 35th Street West, Rosamond, CA 93560.

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Respectfully Submitted:

RCSD Board of Directors

Board Secretary

STAFF REPORT

Rosamond Community Services District

DATE: October 11, 2023

TO: Board of Directors

FROM: Kim Domingo, General Manager

Subject: Approve New Master Services Agreement with GEI and Approve Task 2023-02 with GEI for Engineering Services Related to Phase 1 of the Arsenic Consolidation Project

RECOMMENDATION:

Approve the New Master Services Agreement and Approve Task 2023-02 with GEI for Engineering Services Related to Phase 1 of the Arsenic Consolidation Project.

BACKGROUND:

On June 17, 2020, the District entered into a grant agreement with the State Water Resources Control Board (SWRCB) for the construction of the Arsenic Regional Consolidation Project. The project involves the consolidation of several small water systems with the District's water system. The \$9.7 million grant provides for planning, design and construction of the water pipelines that will connect the small water systems.

On April 18, 2018, The District entered into an agreement with GEI for engineering services related to the planning and development of the Arsenic Consolidation Project. The agreement terminated on April 18, 2021, but design services related to the grant funding continued to be provided under the agreement and were completed. However, it was determined that the new pipeline alignment to serve some of the small water systems would require securing easements from benefitting and non-benefitting owners along the alignment. The District retained a real estate consultant specializing in easements and has been working with them to secure the alignment. On April 12, 2023, your Board authorized your General Manager to negotiate and execute easements benefitting the project, but the process has been slow due to the number of easements required, the difficulty in locating owners and the design challenges.

Some of the small water systems that will benefit from the project do not require easement acquisition. The SWRCB requested that the District split the project into two phases so that the completed designs that did not require easements could move to bid and those requiring easements could continue in the design effort. The SWRCB indicated that grant funds could be used for the additional design services to phase the project. Staff then approached GEI to negotiate a new agreement in lieu of the expired agreement and develop a proposal for Phase 1, the sites that do not require easements. The attached Task Order 2023-02 authorizes the proposed work.

CEQA ANALYSIS:

The California Environmental Quality Act findings have already been determined and a Mitigated Negative Declaration has been adopted.

FISCAL REVIEW:

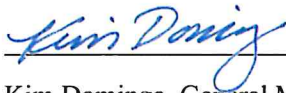
This action will result in an additional engineering cost of \$141,544 to the project. The grant agreement with the SWRCB reimburses the District for engineering costs, so no direct cost to the District. There will be minimal administrative costs by District staff, but these are also reimbursable.

LEGAL REVIEW:

Counsel and the General Manager have negotiated this agreement using the District's Master Services Agreement template.

CONCLUSION:

Staff recommends approval of the agreement and Task Order.



Kim Domingo, General Manager



Sherri Timm, Director of Administration

ATTACHMENTS:

New Master Services Agreement – October 11, 2023 (GEI)
Task Order 2023-02 (GEI)

MASTER SERVICES AGREEMENT

This Master Service Agreement ("Agreement"), with an effective date of October 11, 2023, is by and between Rosamond Community Services District ("District") 3179 35th St W, Rosamond, CA 93560 and GEI Consultants, Inc. ("Consultant") 2868 Prospect Park Drive, Suite 400, Rancho Cordova, CA 95670.

In consideration of the mutual covenants and promises contained herein, District hereby engages Consultant to provide certain services (the "Services") on the following terms and conditions:

1. SCOPE OF SERVICES

1.1 The Services to be performed by Consultant under this Agreement shall be set forth in individual task orders using the general format set forth in Attachment A (each, a "Task Order"), attached hereto and incorporated herein by reference.

2. TASK ORDER PROCESS

2.1 Upon the request of District, Consultant shall prepare a Task Order containing an identification of the project ("Project"), description of the Services, compensation to be paid to Consultant for the performance of the Services ("Compensation"), and a proposed schedule for the performance ("Project Schedule") for the Services.

2.2 Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date of the Task Order will be as set forth in the individual Task Order.

2.3 Changes to the Task Order shall be made in writing and signed by both parties.

3. INVOICING AND PAYMENT

3.1 Consultant shall submit its standard monthly invoice describing the Services performed and expenses incurred during the preceding month. District shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to Consultant within thirty (30) calendar days from the date of Consultant's monthly invoice.

4. PERIOD OF PERFORMANCE

4.1 This Agreement shall have an effective date as set forth above and shall remain in effective until three (3) years of the effective date of this Agreement unless terminated earlier pursuant to this Agreement.

4.2 The period of performance for the Services under each Task Order shall be as set forth in the applicable Task Order.

4.3 In the event of the expiration or partial termination of this Agreement, Consultant shall, unless otherwise directed by District, complete its performance of any outstanding Task Orders then pending in accordance with the terms and conditions of such Task Order(s) as may be further amended and this Agreement. In such case, the specifications, terms and conditions of the Task Order(s) and this Agreement shall be deemed to have survived the expiration of this Agreement with respect to such Task Order(s) until such time as the Task Order(s) are completed.

5. DISTRICT'S RESPONSIBILITIES

5.1 District shall designate a person to act as District's representative with respect to each Task Order issued under this Agreement. Such person will have complete authority to transmit instructions, receive information and interpret and define District's policies and decisions.

5.2 District shall furnish to Consultant applicable information and technical data in District's possession or control reasonably required for the proper performance of the Services. Consultant shall be entitled to reasonably rely upon the information and data provided by District or obtained from generally accepted sources within the industry without independent verification except to the extent such verification is expressly included in the scope of Services.

5.3 District shall examine all studies, reports, sketches, drawings, specifications, and other documents presented by Consultant, seek legal advice, the advice of an insurance counselor, or other Consultant(s), as District deems appropriate for such examination. If any document requires District to approve, comment, or to provide any decision or direction, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the applicable Project Schedule.

6. CONSULTANT'S RESPONSIBILITIES

6.1 Consultant shall designate a Project manager for the performance of the Services described in each Task Order.

6.2 Consultant shall perform the Services as an independent Consultant and not as District's agent or employee. Consultant shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

6.3 The standard of care applicable to Consultant's Services will be the degree of skill and diligence normally employed by professional Consultants performing the same or similar services at the time and location said Services are performed.

6.4 Consultant may, during the course of its Services, prepare of the probable cost of construction. District acknowledges, however, that Consultant has no control over costs of labor, materials, competitive bidding environments and procedures, unknown field conditions, financial and/or market conditions or other factors affecting the cost of the construction and the operation of the facilities, all of which are beyond Consultant's control and are unavoidably in a state of change. District therefore acknowledges that Consultant cannot and does not make any warranty, promise, or representation, either express or implied, that proposal, bids, opinions of probable construction costs, or cost of operation or maintenance will not vary substantially from its probable cost estimates.

6.5 When Consultant provides on-site monitoring personnel during construction as part of its Services, the on-site monitoring personnel will notify District of any observed defects in the work being performed; will otherwise make reasonable efforts to guard District against defects and deficiencies in the work of the Consultant(s) and will help to determine if the provisions of the contract documents are being fulfilled. Providing on-site monitoring personnel will not, however, cause Consultant's to be responsible for those duties and responsibilities which belong to the construction Consultant, and which include, but are not limited to, full responsibility for the means, methods, techniques, sequences and progress of construction, and the health and safety precautions incidental thereto, and for performing the construction in accordance with the contract documents.

6.6 In addition to or in lieu of on-site personnel, Consultant's off-site staff may periodically visit the Project site as part of its Services. Such periodic visits and any observations made by Consultant during such periodic visits shall not make Consultant responsible for, nor relieve the construction Consultant of the sole responsibility for all construction means, methods, techniques, sequences, and progress of construction, and the health and safety precautions incidental thereto, and for performing the construction in accordance with the contract documents.

7. CHANGE ORDERS

7.1 District or Consultant may, from time to time, request modifications or changes in the Services described in a Task Order. To the extent that the Services to be performed by Consultant have been affected by such change, Consultant's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order in the form of Attachment B, incorporated herein by reference, and executed by both parties.

8. FORCE MAJEURE

8.1 Neither party shall be responsible for a delay in its performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes war, terrorism, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies or other events beyond the reasonable control of the claiming party. Consultant shall be entitled to an equitable adjustment to the Compensation and the Project Schedule as a result of any such delay.

9. CONFIDENTIALITY

9.1 Consultant shall treat as confidential and proprietary all information and data delivered to it by District ("Confidential Information"). Confidential Information shall not be disclosed to any third party, other than Consultant's subconsultants or subcontractors during or subsequent to the term of this Agreement. Consultant's duties under this Agreement are in addition to those provided under any separate NON-DISCLOSURE AGREEMENT between the District and Consultant. Nothing contained herein shall preclude Consultant from disclosing information or data: (i) in the public domain without breach of this Agreement; (ii) developed independently by Consultant; or (iii) where disclosure or submission to any governmental authority is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgements, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Services, but only after written notice has been received by District.

9.2 California Public Records Act. Consultant acknowledges that, as a public agency of the State of California, District is subject to the California Public Records Act (the "Act"). District is therefore required to disclose any information deemed to be a public record upon request as provided in the Act. Therefore, notwithstanding any other provision of this Agreement, District shall not be in breach of this Agreement because it discloses any Confidential Information in response to a request made under the Act.

10. RIGHTS IN DATA

10.1 All right, title and interest in and to the work products provided by Consultant to District shall be the property of District ("Work Product"). All written information shall be provided in original and editable format. Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Consultant.

11. INSURANCE AND INDEMNITY

In connection with work to be performed and/or materials to be furnished under this Agreement, the undersigned Consultant agrees that:

11.1 Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employee. The insurance required by this Agreement is set forth on Attachment C.

11.2 To the fullest extent permitted by law, Consultant will indemnify and hold harmless District, its directors, officers or employees from all claims and demands of all third parties arising out of the performance of the work or the furnishing of materials; including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of District, its directors, officers or employees.

12. SUSPENSION

12.1 District may, at any time and without cause, suspend the Services of Consultant under any Task Order or any portion thereof for a period of not more than 90 days by notice in writing to Consultant. Consultant shall resume the Services on receipt from District of a written notice of resumption of the Services. If such suspension causes an increase

in Consultant's cost or a delay in the performance of the Services, then an equitable adjustment shall be made to the Compensation and Project Schedule, as appropriate. In the event that the period of suspension exceeds 90 days, the contract time and compensation are subject to renegotiation.

13. TERMINATION

13.1 District may terminate all or part of this Agreement for District's convenience by providing 30 days written notice to Consultant. In such event, Consultant will be entitled to Compensation for the Services performed up to the effective date of termination plus compensation for reasonable termination expenses. Consultant will not be entitled to compensation for profit on Services not performed.

14. NOTICE

14.1 Notices shall be provided to the addresses below. Notices must be provided by facsimile, electronic email, or hand delivery and will be deemed received on the business day it was transmitted or delivered (unless transmitted or delivered after the close of business in which case it will be deemed received on the next business day), and notice by overnight mail or courier will be deemed received two business days after it was sent:

Either Party may change their address for the purpose of this MSA by giving written notice of such change to the other Party in the manner provided in this paragraph.

DISTRICT	CONSULTANT
ROSAMOND COMMUNITY SERVICES DISTRICT 3179 35th St W Rosamond, CA 93560 Attn: Kim Domingo, General Manager Email: kdomingo@rosamondcsd.com	GEI CONSULTANTS, INC. 2868 Prospect Park Drive, Suite 400, Rancho Cordova, CA 95670 Attn. Rich Sanchez Email: rsanchez@geiconsultants.com

15. SURVIVAL OF CONTRACT TERMINATION

15.1 The Articles relating to Confidentiality and Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

16. MISCELLANEOUS

16.1 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned by any party, other than to a party's affiliate, parent or subsidiary, without the prior written consent of the other party, which may withheld in such party's sole and absolute discretion.

16.2 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

16.3 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

16.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement. Facsimile and electronic signatures shall be binding.

16.5 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

16.6 Governing Law and Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. Any controversy, dispute, issue, or claim arising out of or in any way relating to this Agreement which cannot be amicably settled without court action shall be litigated (or upon agreement of the parties, arbitrated) in a California State Court in Kern County, California, and the parties consent to venue therein; or if jurisdiction over the action cannot be obtained in a California State Court, in a Federal Court with competent jurisdiction over Kern County and the dispute.

16.7 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

16.8 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Consultant and District. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

16.9 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

DISTRICT

CONSULTANT



Byron Glennan, Board President

Rich Sanchez, Vice President

Date

October 11, 2023

Date

Attachment A

TASK ORDER _____

This Task Order is made this _____ day of _____, _____ by and between the parties per the terms and conditions set forth in the Master Services Agreement executed between the parties with the effective date of October 11, 2023 ("Agreement"), which incorporated this Task Order by reference.

1. The Consultant Contract Number for this Task Order is _____. The Consultant Job Number for this Task Order is _____. The Consultant Contract Number and Job Number shall be referenced in each invoice submitted by Consultant to District under this Task Order.

2. The Services to be performed by Consultant under this Task Order are as follows:

3. The Project Schedule is as follows:

4. The Compensation to be paid to Consultant for the performance of the Services under this Task Order is set forth as follows (appropriate rate sheet attached herein):

5. Deliverables to be provided under this Task Order are as follows:

DISTRICT

CONSULTANT

Kim Domingo, General Manager

Rich Sanchez, Vice President

Date

Date

Attachment B
CHANGE ORDER

In accordance with Article 7 of the Master Services Agreement dated October 11, 2023 ("Agreement") between Rosamond Community Services District ("District") and GEI Consultants, Inc. ("Consultant"), this Change Order modifies the Agreement as follows:

1. Change in Services:

2. Change in time of Performance (attach schedule if appropriate):

3. Change in Consultant's Compensation:

All other terms and conditions remain unchanged.

DISTRICT

CONSULTANT

Kim Domingo, General Manager

Rich Sanchez, Vice President

Date

Date

ATTACHMENT C

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Not required if consultant provides written verification it has no employees.)*
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The District, its officers, officials, and employees are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the **Consultant’s insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, and employees. Any insurance or self-insurance maintained by the District, its officers, officials, or employees shall be excess of the Consultant’s insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as

broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

Waiver of Subrogation

Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by District. Any and all deductibles and SIRs shall be the sole responsibility of Consultant or subconsultant or subcontractor of Consultant who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. The District may deduct from any amounts otherwise due Consultant to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. The District reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of work.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and

endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the District before work commences.

However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Consultant shall require and verify that all subcontractors of any kind maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that District is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***

Special Risks or Circumstances

District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Attachment A

TASK ORDER 2023 - 2

This Task Order is made this 11th day of October, 2023 by and between the parties per the terms and conditions set forth in the Master Services Agreement executed between the parties with the effective date of October 11, 2023 ("Agreement"), which incorporated this Task Order by reference.

1. The Consultant Contract Number for this Task Order is TBD. The Consultant Job Number for this Task Order is 1. The Consultant Contract Number and Job Number shall be referenced in each invoice submitted by Consultant to District under this Task Order.

2. The Services to be performed by Consultant under this Task Order are as follows:

See attached Proposal (dated September 28, 2023) for detailed description of services to be performed by Consultant.

3. The Project Schedule is as follows:

See attached Proposal (dated September 28, 2023) for project schedule.

4. The Compensation to be paid to Consultant for the performance of the Services under this Task Order is set forth as follows (appropriate rate sheet attached herein):

The not-to-exceed budget for this Task Order is \$141,544. The budget is detailed in the attached Proposal (dated September 28, 2023).

5. Deliverables to be provided under this Task Order are as follows:


See attached Proposal (dated September 28, 2023) for list of deliverables for this Task Order.

DISTRICT

Kim Domingo, General Manager

Date

CONSULTANT



Rich Sanchez, Vice President

October 11, 2023
Date

STAFF REPORT

Rosamond Community Services District

DATE: October 11, 2023
TO: Board of Directors
FROM: Kim Domingo, General Manager
Subject: Approve Master Services Agreement with QK and Approve Task 2023-01 with QK for Easement Acquisition and Survey Services Related to the Arsenic Consolidation Project

RECOMMENDATION:

Approve the Master Services Agreement and Approve Task 2023-01 with QK for Easement Acquisition and Survey Services Related to the Arsenic Consolidation Project.

BACKGROUND:

On June 17, 2020, the District entered into a grant agreement with the State Water Resources Control Board (SWRCB) for the construction of the Arsenic Regional Consolidation Project. The project involves the consolidation of several small water systems with the District's water system. The \$9.7 million grant provides for planning, design and construction of the water pipelines that will connect the small water systems.

On April 27, 2022, The District entered into an agreement with QK for survey services related to the planning and development of the Arsenic Consolidation Project, using the consultant's form of agreement. QK provided survey and easement document preparation services for the initial alignment and design. The District retained a real estate consultant specializing in easements and has been working with QK to secure the alignment. On April 12, 2023, your Board authorized your General Manager to negotiate and execute easements benefiting the project, but the process has been slow due to the number of easements required, the difficulty in locating owners and the design challenges. Also, changes to the original alignment have been required due to some property owners declining to grant necessary easements.

Due to the changes in the original alignment, the District requires additional services from QK. The SWRCB indicated that grant funds could be used for the additional survey services to secure the necessary pipeline alignments. Staff then approached QK to negotiate the Master Services Agreement and develop a proposal for the additional work, which has been incorporated into Task Order 2023-1 (QK).

CEQA ANALYSIS:

The California Environmental Quality Act findings have already been determined and a Mitigated Negative Declaration has been adopted.

FISCAL REVIEW:

This action will result in an additional survey cost of \$67,000 to the project. The grant agreement with the SWRCB reimburses the District for design costs, so no direct cost to the District. There will be minimal administrative costs by District staff, but these are also reimbursable.

LEGAL REVIEW:

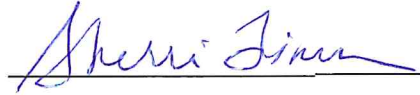
Counsel and the General Manager have negotiated this agreement using the District's Master Services Agreement template.

CONCLUSION:

Staff recommends approval of the agreement and Task Order.



Kim Domingo, General Manager



Sherri Timm, Director of Administration

ATTACHMENTS:

Master Services Agreement – October 11, 2023 (QK)
Task Order 2023-01 (QK)

MASTER SERVICES AGREEMENT

This Master Service Agreement ("Agreement"), with an effective date of October 11, 2023, is by and between Rosamond Community Services District ("District") 3179 35th St W, Rosamond, CA 93560 and Quad Knopf, Inc. dba QK ("Consultant") 901 East Main Street, Visalia, CA 93278.

In consideration of the mutual covenants and promises contained herein, District hereby engages Consultant to provide certain services (the "Services") on the following terms and conditions:

1. SCOPE OF SERVICES

1.1 The Services to be performed by Consultant under this Agreement shall be set forth in individual task orders using the general format set forth in Attachment A (each, a "Task Order"), attached hereto and incorporated herein by reference.

2. TASK ORDER PROCESS

2.1 Upon the request of District, Consultant shall prepare a Task Order containing an identification of the project ("Project"), description of the Services, compensation to be paid to Consultant for the performance of the Services ("Compensation"), and a proposed schedule for the performance ("Project Schedule") for the Services.

2.2 Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date of the Task Order will be as set forth in the individual Task Order.

2.3 Changes to the Task Order shall be made in writing and signed by both parties.

3. INVOICING AND PAYMENT

3.1 Consultant shall submit its standard monthly invoice describing the Services performed and expenses incurred during the preceding month. District shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to Consultant within thirty (30) calendar days from the date of Consultant's monthly invoice.

4. PERIOD OF PERFORMANCE

4.1 This Agreement shall have an effective date as set forth above and shall remain in effective until three (3) years of the effective date of this Agreement unless terminated earlier pursuant to this Agreement.

4.2 The period of performance for the Services under each Task Order shall be as set forth in the applicable Task Order.

4.3 In the event of the expiration or partial termination of this Agreement, Consultant shall, unless otherwise directed by District, complete its performance of any outstanding Task Orders then pending in accordance with the terms and conditions of such Task Order(s) as may be further amended and this Agreement. In such case, the specifications, terms and conditions of the Task Order(s) and this Agreement shall be deemed to have survived the expiration of this Agreement with respect to such Task Order(s) until such time as the Task Order(s) are completed.

5. DISTRICT'S RESPONSIBILITIES

5.1 District shall designate a person to act as District's representative with respect to each Task Order issued under this Agreement. Such person will have complete authority to transmit instructions, receive information and interpret and define District's policies and decisions.

5.2 District shall furnish to Consultant applicable information and technical data in District's possession or control

reasonably required for the proper performance of the Services. Consultant shall be entitled to reasonably rely upon the information and data provided by District or obtained from generally accepted sources within the industry without independent verification except to the extent such verification is expressly included in the scope of Services.

5.3 District shall examine all studies, reports, sketches, drawings, specifications, and other documents presented by Consultant, seek legal advice, the advice of an insurance counselor, or other Consultant(s), as District deems appropriate for such examination. If any document requires District to approve, comment, or to provide any decision or direction, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the applicable Project Schedule.

6. CONSULTANT'S RESPONSIBILITIES

6.1 Consultant shall designate a Project manager for the performance of the Services described in each Task Order.

6.2 Consultant shall perform the Services as an independent Consultant and not as District's agent or employee. Consultant shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

6.3 The standard of care applicable to Consultant's Services will be the degree of skill and diligence normally employed by professional Consultants performing the same or similar services at the time and location said Services are performed.

6.4 Consultant may, during the course of its Services, prepare the probable cost of construction. District acknowledges, however, that Consultant has no control over costs of labor, materials, competitive bidding environments and procedures, unknown field conditions, financial and/or market conditions or other factors affecting the cost of the construction and the operation of the facilities, all of which are beyond Consultant's control and are unavoidably in a state of change. District therefore acknowledges that Consultant cannot and does not make any warranty, promise, or representation, either express or implied, that proposals, bids, opinions of probable construction costs, or cost of operation or maintenance will not vary substantially from its probable cost estimates.

6.5 When Consultant provides on-site monitoring personnel during construction as part of its Services, the on-site monitoring personnel will notify District of any observed defects in the work being performed; will otherwise make reasonable efforts to guard District against defects and deficiencies in the work of the Consultant(s) and will help to determine if the provisions of the contract documents are being fulfilled. Providing on-site monitoring personnel will not, however, cause Consultant's to be responsible for those duties and responsibilities which belong to the construction Consultant, and which include, but are not limited to, full responsibility for the means, methods, techniques, sequences and progress of construction, and the health and safety precautions incidental thereto, and for performing the construction in accordance with the contract documents.

6.6 In addition to or in lieu of on-site personnel, Consultant's off-site staff may periodically visit the Project site as part of its Services. Such periodic visits and any observations made by Consultant during such periodic visits shall not make Consultant responsible for, nor relieve the construction Consultant of the sole responsibility for all construction means, methods, techniques, sequences, and progress of construction, and the health and safety precautions incidental thereto, and for performing the construction in accordance with the contract documents.

7. CHANGE ORDERS

7.1 District or Consultant may, from time to time, request modifications or changes in the Services described in a Task Order. To the extent that the Services to be performed by Consultant have been affected by such change, Consultant's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order in the form of Attachment B, incorporated herein by reference, and executed by both parties.

8. FORCE MAJEURE

8.1 Neither party shall be responsible for a delay in its performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes, war, terrorism, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies or other events beyond the reasonable control of the claiming party. Consultant shall be entitled to an equitable adjustment to the Compensation and the Project Schedule as a result of any such delay.

9. CONFIDENTIALITY

9.1 Consultant shall treat as confidential and proprietary all information and data delivered to it by District ("Confidential Information"). Confidential Information shall not be disclosed to any third party, other than Consultant's subconsultants or subcontractors during or subsequent to the term of this Agreement. Consultant's duties under this Agreement are in addition to those provided under any separate NON-DISCLOSURE AGREEMENT between the District and Consultant. Nothing contained herein shall preclude Consultant from disclosing information or data: (i) in the public domain without breach of this Agreement; (ii) developed independently by Consultant; or (iii) where disclosure or submission to any governmental authority is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgements, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Services, but only after written notice has been received by District.

9.2 California Public Records Act. Consultant acknowledges that, as a public agency of the State of California, District is subject to the California Public Records Act (the "Act"). District is therefore required to disclose any information deemed to be a public record upon request as provided in the Act. Therefore, notwithstanding any other provision of this Agreement, District shall not be in breach of this Agreement because it discloses any Confidential Information in response to a request made under the Act.

10. RIGHTS IN DATA

10.1 All right, title and interest in and to the work products provided by Consultant to District shall be the property of District ("Work Product"). All written information shall be provided in original and editable format. Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Consultant.

11. INSURANCE AND INDEMNITY

In connection with work to be performed and/or materials to be furnished under this Agreement, the undersigned Consultant agrees that:

11.1 Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employee. The insurance required by this Agreement is set forth on Attachment C.

11.2 To the fullest extent permitted by law, Consultant will indemnify and hold harmless District, its directors, officers or employees from all claims and demands of all third parties arising out of the performance of the work or the furnishing of materials; including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except for the sole negligence or willful misconduct or active negligence of Districts, its directors, officers or employees.

12. SUSPENSION

12.1 District may, at any time and without cause, suspend the Services of Consultant under any Task Order or any portion thereof for a period of not more than 90 days by notice in writing to Consultant. Consultant shall resume the

Services on receipt from District of a written notice of resumption of the Services. If such suspension causes an increase in Consultant's cost or a delay in the performance of the Services, then an equitable adjustment shall be made to the Compensation and Project Schedule, as appropriate. In the event that the period of suspension exceeds 90 days, the contract time and compensation are subject to renegotiation.

13. TERMINATION

13.1 District may terminate all or part of this Agreement for District's convenience by providing 30 days written notice to Consultant. In such event, Consultant will be entitled to Compensation for the Services performed up to the effective date of termination plus compensation for reasonable termination expenses. Consultant will not be entitled to compensation for profit on Services not performed.

14. NOTICE

14.1 Notices shall be provided to the addresses below. Notices must be provided by facsimile, electronic email, or hand delivery and will be deemed received on the business day it was transmitted or delivered (unless transmitted or delivered after the close of business in which case it will be deemed received on the next business day), and notice by overnight mail or courier will be deemed received two business days after it was sent:

Either Party may change their address for the purpose of this MSA by giving written notice of such change to the other Party in the manner provided in this paragraph.

DISTRICT	CONSULTANT
ROSAMOND COMMUNITY SERVICES DISTRICT 3179 35th St W Rosamond, CA 93560 Attn: Kim Domingo, General Manager Email: kdomingo@rosamondcsd.com	QUAD KNOPF, INC. DBA QK 901 East Main Street Visalia, CA 93292 PO Box 3699 Visalia, CA 93278 Attn: Kristie Achee, PLS, Sr. Project Manager Email: Kristie.Achee@qkinc.com

15. SURVIVAL OF CONTRACT TERMINATION

15.1 The Articles relating to Confidentiality and Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

16. MISCELLANEOUS

16.1 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned by any party, other than to a party's affiliate, parent or subsidiary, without the prior written consent of the other party, which may withhold in such party's sole and absolute discretion.

16.2 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

16.3 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

16.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an

original, but all of which together shall constitute a single agreement. Facsimile and electronic signatures shall be binding.

16.5 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

16.6 Governing Law and Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. Any controversy, dispute, issue, or claim arising out of or in any way relating to this Agreement which cannot be amicably settled without court action shall be litigated (or upon agreement of the parties, arbitrated) in a California State Court in Kern County, California, and the parties consent to venue therein; or if jurisdiction over the action cannot be obtained in a California State Court, in a Federal Court with competent jurisdiction over Kern County and the dispute.

16.7 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

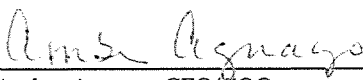
16.8 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Consultant and District. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

16.9 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

DISTRICT

CONSULTANT

Byron Glennan, Board President



Amber Aguayo, CFO/COO

Date

10/04/2023

Date

Attachment A

TASK ORDER _____

This Task Order is made this _____ day of _____, _____ by and between the parties per the terms and conditions set forth in the Master Services Agreement executed between the parties with the effective date of October 11, 2023 ("Agreement"), which incorporated this Task Order by reference.

1. The Consultant Contract Number for this Task Order is _____. The Consultant Job Number for this Task Order is _____. The Consultant Contract Number and Job Number shall be referenced in each invoice submitted by Consultant to District under this Task Order.
2. The Services to be performed by Consultant under this Task Order are as follows:

3. The Project Schedule is as follows:

4. The Compensation to be paid to Consultant for the performance of the Services under this Task Order is set forth as follows (appropriate rate sheet attached herein):

5. Deliverables to be provided under this Task Order are as follows:

DISTRICT

CONSULTANT

Kim Domingo, General Manager

Amber Aguayo, CFO/COO

Date

Date

Attachment B

CHANGE ORDER

In accordance with Article 7 of the Master Services Agreement dated October 11, 2023 ("Agreement") between Rosamond Community Services District ("District") and QK ("Consultant"), this Change Order modifies the Agreement as follows:

- 1. Change in Services:

- 2. Change in time of Performance (attach schedule if appropriate):

- 3. Change in Consultant's Compensation:

All other terms and conditions remain unchanged.

DISTRICT

CONSULTANT

Kim Domingo, General Manager

Amber Aguayo, CFO/COO

Date

Date

ATTACHMENT C

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Not required if consultant provides written verification it has no employees.)*
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the **Consultant’s insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

The Consultant may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by

the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Consultant's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

Waiver of Subrogation

Consultant hereby grants to District a waiver of any right to subrogation which any insurer of said Consultant may acquire against the District by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by District. Any and all deductibles and SIRs shall be the sole responsibility of Consultant or subconsultant or subcontractor of Consultant who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. The District may deduct from any amounts otherwise due Consultant to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. The District reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of work.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the District before work commences.

However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Consultant shall require and verify that all subcontractors of any kind maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that District is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***

Special Risks or Circumstances

District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Attachment A

TASK ORDER 2023-1 (QK)

This Task Order is made this 11th day of October, 2023, by and between the parties per the terms and conditions set forth in the Master Services Agreement executed between the parties with the effective date of October 11, 2023 ("Agreement"), which incorporated this Task Order by reference.

1. The Consultant Contract Number for this Task Order is _____. The Consultant Job Number for this Task Order is _____. The Consultant Contract Number and Job Number shall be referenced in each invoice submitted by Consultant to District under this Task Order.

2. The Services to be performed by Consultant under this Task Order are as follows:

Additional Survey and Easement Acquisition Work on the Arsenic Consolidation Project in accordance with the attached proposal dated October 3, 2023.

3. The Project Schedule is as follows:

One hundred twenty (120) business days in accordance with the attached proposal dated October 3, 2023.

4. The Compensation to be paid to Consultant for the performance of the Services under this Task Order is set forth as follows (appropriate rate sheet attached herein):

Time and materials not to exceed \$67,000 in accordance with the attached proposal dated October 3, 2023.

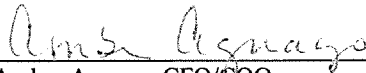
5. Deliverables to be provided under this Task Order are as follows:

Miscellaneous documents related to easement acquisition as described in the attached proposal dated October 3, 2023.

DISTRICT

CONSULTANT

Kim Domingo, General Manager



Amber Aguayo, CFO/COO

Date

10/04/2023

Date



October 3, 2023

Kim Domingo
General Manager
Rosamond Community Services District
3179 35th Street West
Rosamond, CA 93560

Subject: Proposal for Additional Work on the Arsenic Mitigation for Rosamond Community Services District Project

Dear Kim:

QK is pleased to provide this proposal to the Rosamond Community Services District (District) for assistance with the additional work needed to complete your Arsenic Mitigation Project located within three work zones in Rosamond, California. This proposal contains a Project Understanding, Scope of Services, Schedule, Scope & Fee Summary, Exclusions and Assumptions, and a request for Authorization.

PROJECT UNDERSTANDING

The proposed pipeline project will be crossing a multitude of parcels and easements will be needed to construct and maintain the pipeline. The properties were identified by Assessor's Parcel Numbers (APNs) in a spreadsheet along with maps depicting three zones where the work will take place provided by the District. We understand that the current goal is to continue to provide legal descriptions and exhibits for the acquisition of the pipeline easements as well as attend meetings and prepare exhibits for the team. QK has been supporting the easement acquisition process being performed by Hamner Jewel & Associates (HJA) and will continue to do so as the various landowners either sign the documents or refuse to do so which causes possible re-design and additional acquisitions. For the purposes of this scope and fee, we expect that the District, the District's Real Estate Acquisition consultant (HJA), and the District's attorney will be taking the lead in the easement acquisition process.

APPROACH/SCOPE OF SERVICES

The following scope of services has been developed based on our understanding of the project as well as the stated objectives communicated by the emails received and meetings held with the District, HJA, and the District's consulting engineers GEI. Fees associated with the tasks identified in the Scope of Services section described herein are shown in the Scope & Fee Summary of this proposal.

TASK 1.0 EASEMENT PREPARATION

It is assumed that the HJA will provide QK with each Preliminary Title Report (with hyperlink attachments) for QK review. QK will review each Preliminary Title Report (PTR) and plot the easements described in the PTR. QK will prepare the legal description (Exhibit 'A') and exhibit depicting the easement (Exhibit 'B') for each of the parcels of land needed for the project based on record information. This task also includes revisions to easements already prepared based on the acquisition realignment needs of the project.

Deliverables:

- Exhibits 'A' and 'B' signed and sealed by a Professional Land Surveyor for each parcel.

TASK 2.0 ASSISTANCE DURING ACQUISITION PROCESS

QK will coordinate with the District, GEI, and HJA in order to address questions that may arise while obtaining the easements for each of the parcels. Additional field surveying is included as needed and specific areas have now been identified that require limited boundary and topographic surveying in Zones 1 and 3. For Zone 1, the areas are along Gobi Avenue between 60th Street West and 58th Street West and along 58th Street in front of APN 375-292-01. For Zone 3, the areas are along Center Street in front of APN 258-160-44 and across APN 258-180-01 between Park Avenue and Elberta Street. Prior to the field work, we will coordinate with the District to ensure we can access the manholes to obtain inverts.

SCHEDULE

Task	Description	Duration
1.0	Easement Preparation	30 business days
2.0	Assistance During Acquisition Process	90 business days
Total Duration		120 business days

SCOPE & FEE SUMMARY

Task	Description	Fee Type	Fee Amount
1.0	Easement Preparation	T&M	\$20,000
2.0	Assistance During Acquisition Process	T&M	\$47,000
Total Estimated Fee			\$67,000

Notes:

- Expenses for reproduction, mailing, mileage, etc. are billed separately per our attached Charge Rate Schedule.
- All time-and-materials fees will be invoiced monthly based on the level of effort in terms of hours relative to our Charge Rate Schedule.
- When a Task is set on a time-and-materials fee basis, it signifies that it is not possible to accurately predict the amount of work effort required typical of on-call type services. QK will work with the client to set expectations where applicable.
- The Fee Estimate is good for a period of 90 days from the date of the proposal. After 90 days, the Fee Estimate is subject to change.

EXCLUSIONS AND ASSUMPTIONS

The following assumptions and limitations were made in the scoping of this proposal:

- Control and Boundary Survey is not included, except as described above on a limited basis.
- Construction Staking is not included.
- Record of Survey is not included.
- Corner Records are not included.
- Biological Monitoring is not included.
- Preliminary Title Reports are to be provided by the District.
- If it is determined that additional surveying services are required to provide sufficient information for the easements, QK will inform the District, and if approved, these surveying services will be completed on a time and materials (T&M) basis.
- This fee excludes any application fees, those fees associated with title company work such as preparation of Preliminary Title Report, and any fees of any kind.

AUTHORIZATION OF SERVICES

In order to authorize services described herein, please send us an Additional Services Amendment via a Task Order once the Master Services Agreement has been approved. Typically, we can begin our services within 5 business days of the time authorization is received depending on client need and schedule constraints.

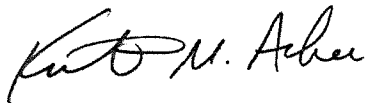
ADDITIONAL SERVICES

QK is a full-service firm that offers the following services if the need arises:

- Civil Design Engineering
- Construction staking
- Biological monitoring during construction
- Construction Management
- Annexation Map and Legal

Thank you for the opportunity to propose on this project. If you have any questions or would like to discuss this proposal further, please contact Kristie Achee or Ron Wathen at (661) 616-2600. We look forward to working with you on this important project.

Sincerely,



Kristie Achee, PLS
Sr. Project Manager



Garth Pecchenino, PE, PLS
Vice President of Technical Services

Enclosures: Charge Rate Schedule

cc: Ron Wathen, QK

P230614/220135
KMA/RW

Charge Rate Schedule



2023 CHARGE RATE SCHEDULE

	Current
TECHNICAL SERVICES	
Project Administrator	\$100 hour
Assistant CADD Technician / Assistant CADD Designer / GIS Technician	\$96 hour
Associate CADD Technician / Associate CADD Designer / Associate GIS Analyst	\$112 hour
Senior Associate CADD Technician/ Senior Associate CADD Designer / Senior Associate GIS Analyst	\$122 hour
Senior CADD Technician / Senior CADD Designer / Senior GIS Analyst	\$145 hour
Landscape Architect Technician	\$112 hour
PROFESSIONAL SERVICES	
Engineering	
Assistant Engineer	\$118 hour
Associate Engineer	\$150 hour
Senior Associate Engineer	\$175 hour
Project Engineer	\$195 hour
Senior Engineer / City Engineer / District Engineer	\$230 hour
Principal Engineer	\$275 hour
Planning / Environmental / Landscape Architecture	
Assistant Environmental Scientist	\$88 hour
Assistant Planner	\$100 hour
Associate Planner / Associate Environmental Scientist	\$121 hour
Senior Associate Environmental Scientist	\$140 hour
Senior Associate Planner	\$145 hour
Senior Environmental Scientist	\$173 hour
Senior Planner / Senior Landscape Architect	\$173 hour
Principal Planner / Principal Environmental Scientist	\$195 hour
Senior Principal Planner / Senior Principal Environmental Scientist	\$215 hour
Construction and Project Management	
Field Construction Observer	\$130 hour
Senior Field Construction Observer	\$152 hour
Assistant Construction Manager / Assistant Project Manager	\$121 hour
Associate Project Manager	\$139 hour
Associate Construction Manager / Associate Field Construction Observer	\$142 hour
Project Manager	\$146 hour
Senior Associate Construction Manager / Senior Associate Project Manager	\$163 hour
Senior Project Manager	\$187 hour
Senior Construction Manager	\$190 hour
Principal Construction Manager / Principal Project Manager	\$210 hour
Surveying	
Assistant Surveyor	\$113 hour
Associate Surveyor	\$130 hour
Senior Associate Surveyor	\$160 hour
Project Surveyor	\$178 hour
Senior Surveyor	\$190 hour
One-Person Survey Crew	\$155 hour
Two-Person Survey Crew	\$250 hour
Three-Person Survey Crew	\$350 hour
UAV Pilot	\$178 hour
UAV Flight Observer	\$130 hour

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit.

EXPENSES	
Plotting, Printing and Reproduction, Equipment Rental, Postage and Shipping	1.15 x Cost
Transportation and per diem (QK will provide documented evidence of business travel, travel outside of work areas shall be pre-approved by Client)	1.15 x Cost
Mileage	\$0.77 /mile
Other Expenses – Including Subconsultants & Purchased Services through Subcontracts	1.15 x Cost

Rates are effective through December 31, 2023. If contract assignment extends beyond that date, a new rate schedule may be added to the contract. Expert Witness/ Litigation support will be billed as quoted.

Rates based on "Prevailing Wage" (PW) for Construction Surveying will be determined by project and County per California law.

12/20/2022

STAFF REPORT

Rosamond Community Services District

DATE: October 11, 2023

TO: Board of Directors

FROM: Kim Domingo, General Manager

SUBJECT: Approve Capital Project No. 01245 – Water Service Replacement Project (Various Locations)

RECOMMENDATION:

1) Approve Capital Project No. 01245 – Water Service Replacement Project (Various Locations), 2) approve transfer of \$500,000 from Capital Project No. 01236 (Poplar ACP Line Replacements) and \$100,000 from Capital Project No. 01242 (Poplar ACP Line Design) to Capital Project No. 01245, 3) find the proposed project to be exempt from further CEQA review per section 15301 of the State CEQA Guidelines; and 4) authorize staff to complete and file the Notice of Exemption.

BACKGROUND:

On September 27, 2023, your General Manager reported to the Board that staff has been investigating the cost of water service line leak repairs to the District. Staff reviewed the work order data for the last three (3) years and determined that the annual cost for leak repairs is approximately \$470,000, with an average leak repair cost of \$1,500. The challenge for Public Works staff is that the service line material is compromised such that some services have been repaired multiple times.

In order to reduce water loss and alleviate ongoing maintenance repairs of the compromised service lines, staff is requesting the approval of a project in the capital budget. A payback analysis was performed to determine the best use of applied funds. The following project area was selected, which includes the following street names: Trakell, Marlene, Jahon, Kellie, Stella and Poplar.



A replacement service line is estimated to cost \$5,000 each and have a 25-year warranty. The payback analysis indicates that the project benefits will be realized in a 10.9 year period, with avoided additional costs of nearly \$6,500 over the warrantied life of the new service lines (total avoided costs of over \$650,000 in a 25-year period). Additional streets were analyzed to determine the best candidates for an ongoing water line replacement program, with a target payback period of less than 25 years. Those streets

are shown in the following table, with the initial project streets highlighted in green and the bold target payback line representing 25 years.

Street	Leaks	Services	Leaks/Serv	Payback Period (years)
Trakell	44	20	2.200	5.110
Myrtle	21	14	1.500	7.494
Melvin	27	21	1.286	8.743
Poplar	28	30	0.933	12.044
Windfow	19	22	0.864	13.016
Westerly	17	20	0.850	13.225
Hay Market	11	13	0.846	13.285
Windharp	13	19	0.684	16.430
Westland	16	24	0.667	16.862
San Jacinto	25	38	0.658	17.087
Jahon	10	16	0.625	17.986
Stella	10	16	0.625	17.986
Campbell St	12	20	0.600	18.735
Perdot	22	38	0.579	19.417
Whisper Sands	22	39	0.564	19.928
Garnet	33	62	0.532	21.120
Gertrude	18	34	0.529	21.234
patti rose	16	36	0.444	25.293
erica	14	36	0.389	28.906
Knox	19	50	0.380	29.582
Barrington	11	29	0.379	29.636

The proposed project will include the Trakell development as the base bid and include additional streets selected from the above table as alternate bids to maximize the use of the allocated funds. An existing project in the Capital Budget (Poplar ACP Line Replacement) will be deferred to fund the project.

Staff will engage a consultant to prepare bid documents and bring the bid package back to the board for approval and authorization to advertise as soon as the design is complete.

CEQA ANALYSIS:


Staff has investigated possible environmental impacts under the California Environmental Quality Act (CEQA) for the proposed project and have determined that it is exempt from further environmental review pursuant to categorical exemption section 15301 of the State CEQA Guidelines.

FISCAL REVIEW:

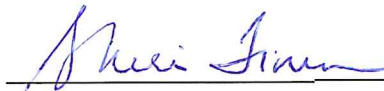
The proposed FY Capital Project Budget with approved and proposed modifications are attached. No net effect to the capital projects budget at this time.

LEGAL REVIEW:

None



Kim Domingo, General Manager



Sherri Timm, Director of Administration

ATTACHMENT:

FY 2023-2024 Capital Budget Status

Rosamond Community Services District Capital Project Status

Project Nos.		Project	Adopted		Amended		Total Budget
			01	02	01	02	
01221	02221	Billing Software Upgrade	5,683	5,683	5,683	5,683	11,366
01223	02223	Digital Phone System	10,000	10,000	10,000	10,000	20,000
01224	02224	Board Room Upgrade	15,000	15,000	15,000	15,000	30,000
01225	02225	Admin Expansion A&E	50,000	50,000	45,500	42,500	88,000
SU	SU	SCADA Upgrade	60,000	25,000	60,000	25,000	85,000
01241	02241	Crew Trucks	50,000	50,000	50,000	50,000	100,000
01233	02233	Admin Storage Building	75,000	75,000	50,000	65,000	115,000
01234	02234	IT Projects	25,000	25,000	25,000	25,000	50,000
01236		Poplar ACP Line Replacements	500,000		-		-
01242		Poplar ACP Line Design	100,000		-		-
01243	02243	Rosamond Blvd Grade Adjustments	100,000	100,000	100,000	100,000	200,000
CS		Concrete Saw	10,000		10,000		10,000
	BP	Bypass Pump and Piping		80,000		80,000	80,000
	02236	Headworks Recoat		150,000		150,000	150,000
	02237	Sludge Drying Bay		150,000		150,000	150,000
	02242	Sludge Thickening		600,000		582,000	582,000
	02244	Monitoring Wells Construction		300,000		300,000	300,000
	02245	Grit Removal Upgrade		100,000		100,000	100,000
	02246	Pond Sludge Mitigation		100,000		100,000	100,000
	02247	Headworks Pump 3&4 Rewire		30,000		30,000	30,000
	02248	Utilities to WWTP Shop		60,000		60,000	60,000
	VV	Video Van		60,000		70,000	70,000
	02249	Appleblossom Lift Station Generator		10,000		10,000	10,000
	02239	Headworks Level Sensors				18,000	18,000
01AD	02AD	AEDs			4,500	7,500	12,000
01244		Water Meter Replacements			25,000		25,000
01245		Water Service Replacement Project			600,000		
			1,000,683	1,995,683	1,000,683	1,995,683	2,396,366

STAFF REPORT

Rosamond Community Services District

DATE: October 11, 2023

TO: Board of Directors

FROM: Kim Domingo, General Manager

SUBJECT: Approve Transfer of Funds in Capital Project Budget from the Admin Storage Building Project to the Video Van Project.

RECOMMENDATION:

1) Approve transfer of \$10,000 from Capital Project No. 02233 (Admin Storage Building) to Capital Project No. VV (Video Van), 2) find that this action is exempt from further environmental review pursuant to categorical exemption section 15301 of the State CEQA Guidelines, and 3) authorize staff to file the Notice of Exemption.

BACKGROUND:

Staff has obtained pricing for a video van in which to house and utilize the sewer camera equipment. The current budget is inadequate to complete the purchase. The vehicle and equipment will facilitate compliance with the Sanitary Sewer Management Plan. Staff requests the budget transfer in order to complete this purchase.

CEQA ANALYSIS:

Staff has investigated possible environmental impacts under the California Environmental Quality Act (CEQA) for the proposed project and have determined that it is exempt from further environmental review pursuant to categorical exemption section 15301 of the State CEQA Guidelines.

FISCAL REVIEW:


The proposed FY Capital Project Budget with approved and proposed modifications are attached. No net effect to the capital projects budget at this time.

LEGAL REVIEW:

None



Kim Domingo, General Manager



Sherri Timm, Director of Administration

ATTACHMENT:

FY 2023-2024 Capital Budget Status

Rosamond Community Services District Capital Project Status

Project Nos.		Project	Adopted		Amended		Total Budget
			01	02	01	02	
01221	02221	Billing Software Upgrade	5,683	5,683	5,683	5,683	11,366
01223	02223	Digital Phone System	10,000	10,000	10,000	10,000	20,000
01224	02224	Board Room Upgrade	15,000	15,000	15,000	15,000	30,000
01225	02225	Admin Expansion A&E	50,000	50,000	45,500	42,500	88,000
SU	SU	SCADA Upgrade	60,000	25,000	60,000	25,000	85,000
01241	02241	Crew Trucks	50,000	50,000	50,000	50,000	100,000
01233	02233	Admin Storage Building	75,000	75,000	50,000	65,000	115,000
01234	02234	IT Projects	25,000	25,000	25,000	25,000	50,000
01236		Poplar ACP Line Replacements	500,000		-		-
01242		Poplar ACP Line Design	100,000		-		-
01243	02243	Rosamond Blvd Grade Adjustments	100,000	100,000	100,000	100,000	200,000
CS		Concrete Saw	10,000		10,000		10,000
	BP	Bypass Pump and Piping		80,000		80,000	80,000
	02236	Headworks Recoat		150,000		150,000	150,000
	02237	Sludge Drying Bay		150,000		150,000	150,000
	02242	Sludge Thickening		600,000		582,000	582,000
	02244	Monitoring Wells Construction		300,000		300,000	300,000
	02245	Grit Removal Upgrade		100,000		100,000	100,000
	02246	Pond Sludge Mitigation		100,000		100,000	100,000
	02247	Headworks Pump 3&4 Rewire		30,000		30,000	30,000
	02248	Utilities to WWTP Shop		60,000		60,000	60,000
	VV	Video Van		60,000		70,000	70,000
	02249	Appleblossom Lift Station Generator		10,000		10,000	10,000
	02239	Headworks Level Sensors				18,000	18,000
01AD	02AD	AEDs			4,500	7,500	12,000
01244		Water Meter Replacements			25,000		25,000
01245		Water Service Replacement Project			600,000		
			1,000,683	1,995,683	1,000,683	1,995,683	2,396,366

Field Operations Report Sewer – October 4, 2023

Monthly Sewer Report : 2,678 feet cleaned Period 9/21 – 10/4

FID	MH From	MH To	LEN GTH	Date_clean	CLEAN_NOTE	EQUI PME NT	Cust _Call	SS O	FO G_I nsp	Pest_Ctr I	Man Hours
783	1258	220	122.99	9/27/2023	Clear	Jetter trailer	0	0	0		
784	220	137	346.69	9/27/2023	Clear	Jetter trailer	0	0	0		
785	132	136	367.15	9/27/2023	Clear	Jetter trailer	0	0	0		
786	1257	221	152.16	9/27/2023	Clear	Jetter trailer	0	0	0		
787	221	135	214.45	9/27/2023	Clear	Jetter trailer	0	0	0		
788	1256	222	115.70	9/27/2023	Clear	Jetter trailer	0	0	0		
789	222	134	349.39	9/27/2023	Clear	Jetter trailer	0	0	0		
790	137	136	336.76	9/27/2023	Medium grit	Jetter trailer	0	0	0		
791	136	135	361.53	9/27/2023	Medium grit	Jetter trailer	0	0	0		
792	135	134	316.89	9/27/2023	Medium grit	Jetter trailer	0	0	0		

1. Repairs - 0
2. Calls from customers – 0
3. Footage camera-ed – 0
4. Illicit discharges -0
5. FOG inspections – 0
6. Pest Control measures – Boric acid , pressure wash man holes
7. SSO 's – 0
8. Man hole inspections - 15
9. We are still communicating with Edison to have Appleblossom lift station power upgraded. We currently have a field meet scheduled at the lift station to discuss new design plan.

Field Operations Report Water – October 4 , 2023

Monthly Water Report: Period – 9/21 – 10/3

Leak Report 9.21.23 - 10.03.23

ADDRESS	Date
3841 Springfield	9/21/2023
1324 Westview	9/26/2023
2611 Cold Creek	9/26/2023
3207 Summer Breeze	9/26/2023
2324 Hay Market	9/27/2023

3542 Sunflower	9/27/2023
3300 Campbell	9/27/2023
3119 Gertrude	9/27/2023
3534 Brabham Ave	9/28/2023
2021 Windcurrent Dr.	9/28/2023
4341 Knox Ave	10/1/2023
2152 Arboretum	10/2/2023
2841 B St.	10/2/2023
1217 Arlington	10/2/2023

14 Leaks reported and repaired

1. Service line leaks – 14
2. Main breaks – 0
3. New Service Installs – 1 on Dareck ct
4. Non payment lock offs – 0
5. Door Tags – 0
6. Meter Reading – Oct 16th
7. Work Orders – 33
8. Usa dig alerts – 10
9. Hot Patching – 0
10. Sink Holes – 2
11. Graffiti Removal – 4 locations



Development and Construction

1. Hill View Homes is still developing tract 6306 next to our public works bldg. Currently awaiting our back gate to be replaced as per our agreement. They currently have Tejon Construction running a new 12" water main down Rosamond Blvd to tie into the tract to complete the looped water system as per engineered design.
2. Frontier Homes is continuing tract 7391 development as planned. No new reportable action to our infrastructure.
3. Legacy Homes is continuing tract 6455 development as planned. No new reportable action to our infrastructure.
4. Tropico Middle School is continuing development to the school addition. No new reportable action to our infrastructure.
5. The Crossings condominium park is currently expanding on Sedona and Rosamond Blvd. There is excavation going on now and will soon be tying into our sewer and water system. They are adding 18 units.

