



## AGENDA

### REGULAR MEETING OF THE BOARD OF DIRECTORS OF CARPINTERIA VALLEY WATER DISTRICT

CARPINTERIA CITY HALL  
5775 CARPINTERIA AVENUE  
CARPINTERIA, CA 93013

Wednesday, March 12, 2025 at 5:30 p.m.

#### Join Zoom Meeting

<https://us06web.zoom.us/j/88038523256?pwd=hfTJXGroFJqAMOO3EnnVh4PyyGgcJ.1>

Meeting ID: 880 3852 3256

Passcode: 552562

or

Dial by Phone: 1-669-444-9171

#### BOARD OF DIRECTORS

Case Van Wingerden  
President  
Casey Balch  
Vice President

Polly Holcombe  
Patrick O'Connor  
Matthew Roberts

#### GENERAL MANAGER

Robert McDonald, P.E. MPA

If interested in participating in a matter before the Board, you are strongly encouraged to provide the Board with a public comment in one of the following ways:

1. **Online:** Comments may be submitted online through the “eComments” function located in the **Upcoming Events** section on our website: <https://cvwd.net/about/our-board/meetings/> **by 5:00 p.m. on the day of the meeting.**

2. **Submitting a Written Comment.** If you wish to submit a written comment, please email your comment to the Board Secretary at [Public.Comment@cvwd.net](mailto:Public.Comment@cvwd.net) by **5:00 P.M. on the day of the meeting.** Please limit your comments to 250 words. Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations.

3. If you wish to make either a general public comment or to comment on a specific agenda item in person, please: attend the Board Meeting at the location noted above and fill out a speaker slip prior to the hearing the item.

**I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE: President Van Wingerden ~1 minute**

**II. ROLL CALL: Board Secretary, Lisa Silva ~1 minute**

**III. PUBLIC FORUM (Any person may address the Board of Directors on any matter within its jurisdiction which is not on the agenda) ~1 minute**

1301 Santa Ynez Avenue  
Carpinteria, CA 93013  
(805) 684-2816

\*\*Indicates attachment of document to agenda packet.

**IV. CONSENT AGENDA ~ 2 minutes**

- A. \*\*Minutes of the Regular Board meeting held on February 26, 2025**
- B. \* Consider Lateral 30 Pump No. 2 Rehab Budget Reallocation of \$17,847 from other Capital and Operating Accounts.**
- C. \*\*Consider Authorization to Enter into an MOU with Montecito Water District to cost share a Dive Inspection in an Amount of Approximately \$6,250 split 50/50.**

**V. UNFINISHED BUSINESS – None**

**VI. NEW BUSINESS ~ 60 minutes**

- A. \*\*Consider CAPP Cost Recovery Fee (for information, General Manager McDonald) Presented by Maso Motlow, Analyst**
- B. \*\*Consider Water Supply Impact Fee (for information, General Manager McDonald) Presented by Maso Motlow, Analyst**
- C. \*\*Consider Engaging WSC to assist with CAPP Public Outreach Services in an amount not to exceed \$49,259 (For action, General Manager McDonald) Presented by Amy Stevens, WSC**
- D. \*\*Consider Engaging Earth Systems to Conduct Geotechnical Services for the Lat 10 Creek Crossing Project in an amount not to exceed \$21,000 (For action, General Manager McDonald)**
- E. \*\*Consider Migration of District 457b plan from Lincoln Financial to Empower (for information, General Manager McDonald)**

**VII. DIRECTOR REPORTS ~15 minutes**

- A. \*\* Community Outreach Committee Meeting – March 5, 2025 – Directors Roberts and Holcombe**
- B. \*\*CCWA Regular Meeting – February 27, 2025 – Director Balch**

**VIII. GENERAL MANAGER REPORTS (for information) – none**

**IX. [CLOSED SESSION]: PURSUANT TO GOVERNMENT CODE SECTION 54957: PUBLIC EMPLOYEE PERFORMANCE EVALUATION; TITLE: GENERAL MANAGER**

**X. [CLOSED SESSION]; CONFERENCE WITH REAL PROPERTY NEGOTIATORS [GOVERNMENT CODE SECTION 54956.8]; PROPERTY: LOS ANGELES ARCHDIOCESE CATHOLIC CHURCH; AGENCY NEGOTIATOR: ROBERT MCDONALD**

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**XI. Consider Counteroffer from Los Angeles Archdiocese Catholic Church for Property Rights on 1532 Linden Ave, Carpinteria, California (For action, General Manager McDonald)**

**XII. CONSIDER DATES AND ITEMS FOR AGENDA FOR: *1 minutes*  
CARPINTERIA VALLEY WATER DISTRICT BOARD MEETING OF  
MARCH 26, 2025, AT 5:30 P.M., CARPINTERIA CITY HALL, 5775  
CARPINTERIA AVENUE, CARPINTERIA, CALIFORNIA.**

**XIII. ADJOURNMENT.**

Note: The above Agenda was posted at Carpinteria Valley Water District Administrative Office in view of the public no later than 5:30 p.m., March 9, 2025. The Americans with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied benefits of, the District's programs, services, or activities because of any disability. If you need special assistance to participate in this meeting, please contact the District Office at (805) 684-2816. Notification at least twenty-four (24) hours prior to the meeting will enable the District to make appropriate arrangements. Materials related to an item on this Agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection in the Carpinteria Valley Water district offices located at 1301 Santa Ynez Avenue, Carpinteria during normal business hours, from 8 am to 5 pm.

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	<b>MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS</b>	
	<b>CARPINTERIA VALLEY WATER DISTRICT</b>	
	<b>February 26, 2025</b>	
	Director Van Wingerden called the Regular meeting of the Carpinteria Valley Water District Board of Directors held in the Carpinteria City Hall Chamber to order at 5:30 p.m., Wednesday, February 26, 2025, and led the Board in the Pledge of Allegiance.	
<b>ROLL CALL</b>	Directors Present; Holcombe, Balch, O'Connor, Roberts and Van Wingerden	
	Others Present: Bob McDonald	
	Junajoy Frianeza Norma Rosales Lisa Silva Rob Morrow Amy Stevens	Alan Soicher Bob Franco Will Carleton Carolyn Frary Shirley Johnson Kadie McShirley
<b>PUBLIC FORUM</b>	Bob Franco addressed the Board regarding the importance of informing rate payers well in advance of CAPP charges as well as State Water charges.	
<b>CONSENT AGENDA – ITEM A AND B</b>  A. Minutes B. Disbursement report	Director Holcombe moved, and Director O'Connor seconded the motion to approve consent agenda items A & B. The motion carried by a 5-0 vote. The motion was approved by roll call as follows;  Ayes: O'Connor, Holcombe, Balch, Roberts and Van Wingerden Nayes : none Absent: none	
<b>CONSENT AGENDA – ITEM C</b>  C. Personnel Manual	Director Holcombe moved, and Director O'Connor seconded the motion to approve the adoption of the revised Personnel Manual. The motion carried by a 5-0 vote. The motion was approved by roll call as follows;  Ayes: O'Connor, Holcombe, Balch, Roberts and Van Wingerden Nayes : none Absent: none	
<b>ADJOURN</b>	President Van Wingerden opened the regular Carpinteria Groundwater Sustainability Agency meeting at 5:36 p.m.	
<b>RECONVENED TO REGULAR BOARD MEETING</b>	President Van Wingerden reconvened the Special Board meeting at 6:06 p.m.	

<b>CAPP PROJECT UPDATE</b>	<p>General Manager McDonald presented to consider CAPP Status Update. Presented by Rob Morrow, WSC.</p> <p><u>CAPP Update:</u></p> <ul style="list-style-type: none"> <li>- Design Status</li> <li>- Permitting Updates</li> <li>- Outreach Status</li> <li>- Easements</li> <li>- Contractor Coordination</li> <li>- Funding &amp; Financing</li> <li>- Upcoming Milestones</li> </ul> <p>For Information.</p>
<b>CAPP PUBLIC SURVEY DRAFT</b>	<p>General Manager McDonald presented to consider Draft Survey questions for CAPP Public Survey. Presented by Amy Stevens, WSC.</p> <p>Bob Franco addressed the board opposing some of the survey questions and length of survey.</p> <p>Following discussion, Director Roberts moved, and Director Holcombe seconded the motion to adopt CAPP Public Survey with suggested changes. The motion carried by a 5-0 vote. The motion was approved by roll call as follows;</p> <p>Ayes: O'Connor, Holcombe, Balch, Roberts and Van Wingerden  Nays: none  Absent: none</p>
<b>CAPP LISTENING SESSIONS</b>	<p>General Manager McDonald presented to consider Report on CAPP listening sessions from CVWD and CSD Boards. Presented by Amy Stevens, WSC.</p> <p>For Information.</p>
<b>S &amp; P CREDIT RATING REVIEW</b>	<p>General Manager McDonald presented to consider S&amp;P Credit Rating review and results of review of AA- rating</p> <p>For Information.</p>
<b>CACHUMA OPERATIONS AND MAINTENACE BOARD REGULAR MEETING</b>	<p>Director Holcombe gave a verbal report on the COMB Regular meeting that was held on January 27, 2025.</p>
<b>CACHUMA OPERATIONS AND MAINTENACE BOARD ADMINISTRATIVE COMMITTEE MEETING</b>	<p>Director Holcombe gave a verbal report on the COMB Administrative Committee meeting that was held on February 18, 2025.</p>
<b>CACHUMA OPERATIONS AND MAINTENACE BOARD OPERATIONS COMMITTEE MEETING</b>	<p>Director Holcombe gave a verbal report on the COMB Operations Committee meeting that was held on February 19, 2025.</p>

<b>CACHUMA OPERATIONS AND MAINTENACE BOARD REGULAR MEETING</b>	Director Holcombe gave a verbal report on the COMB Regular meeting that was held on February 24, 2025.
<b>CENTRAL COAST WATER AUTHORITY REGULAR BOARD MEETING</b>	Director Balch gave a verbal report on the CCWA Regular meeting that was held on January 23, 2025.
<b>CLOSED SESSION</b>	<p>President Van Wingerden adjourned the meeting at 8:08 p.m. to convene the Board into closed session for the following matters:</p> <p style="margin-left: 40px;">X. [CLOSED SESSION]: CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54957.6. DISTRICT NEGOTIATOR: ROBERT MCDONALD EMPLOYEE ORGANIZATION: UNREPRESENTED EMPLOYEES:</p> <ul style="list-style-type: none"> <li>- Assistant General Manager</li> <li>- District Engineer</li> <li>- Operations and Maintenance Manager</li> <li>- Administrative Assistant-Confidential</li> <li>- IT Program Manager</li> <li>- Associate Engineer</li> </ul>
<b>BOARD RECONVENED IN OPEN SESSION</b>	<p>At 8:23 p.m., President Van Wingerden reconvened the Board meeting with the following reportable actions:</p> <p style="margin-left: 40px;">X. No reportable Action</p>
<b>UNREPRESENTED EMPLOYMENT AGREEMENTS</b>	<p>Following Closed Session discussion, Director Holcombe moved, and Director Roberts seconded the motion to approve the following Employment Agreements as provided in Board materials:</p> <ol style="list-style-type: none"> <li>1) Assistant General Manager</li> <li>2) District Engineer</li> <li>3) Operations and Maintenance Manager</li> <li>4) Administrative Assistant-Confidential</li> <li>5) IT Program Manager</li> <li>6) Associate Engineer</li> </ol> <p>The motion carried by a 5-0 vote. The motion was approved by roll call as follows;</p> <p>Ayes: O’Connor, Holcombe, Balch, Roberts and Van Wingerden  Nayes: none  Absent: none</p>
<b>NEXT BOARD MEETING</b>	<p>The next Board meeting is scheduled to be held on March 12, 2025, at 5:30 p.m., Carpinteria Valley Water District, 1301 Santa Ynez Avenue, Carpinteria California.</p> <p>Director Holcombe requested Federal funding update for CAPP.</p>

<b>ADJOURNMENT</b>	Director Van Wingerden adjourned the meeting at 8:26 p.m.
<b>NEXT BOARD MEETING</b>	Lisa Silva, Board Secretary

# Memo

To: Bob McDonald, General Manager  
 From: Greg Stanford, Operation & Maintenance Manager  
 Date: March 3, 2025  
 RE: Fiscal 2024/2025 Lateral 30 Booster Pump 2

Please review the attached summary of the subject project. This recommendation is for the Fiscal Year 2024/2025 Lateral 30 Booster Pump 2 Rehab.

It has been 12 years since this pump was last rebuilt or pulled for inspection. I recommend pulling the pump as a preventative measure prior to peak pumping season to prevent downtime in critical times. As California, and especially our area has experienced over the last several years, wildfires have become something of a norm in seasons that previously were wet seasons but have now become fire seasons.

Currently we have 3 pumps that serve the Lateral 30 Gobernador Canyon, Shepard Mesa and Lillington Canyon areas of our District, in the event of a fire we need all the pumping capacity we can produce. This project will ensure that we have 2 newly renovated pumps prior to Summer having just completed the rehab of Lateral 30 Pump 3. This will leave Lateral 30 Pump 1 remaining to be rebuilt, which was last rebuilt 10 years ago. We plan to rebuild pump 1 in the winter of 2026.

Vendors	General Pump		FH Pump	
	Hours	Cost	Hours	Cost
Machine & Repair Shop Labor		\$4,500.00	30	\$4250.00
Field Labor /Mob-Demob Pull & Set Pump		\$4,360.00	-	-
Parts		\$12,544.00		\$3,280.00
Sandblast & Epoxy	-	-	1	\$2571.00
Freight				\$164.00
Tax		\$1,128.96		\$923.85
<b>Total</b>		<b>\$22,532.96</b>	<b>31</b>	<b>\$11,188.85</b>

Staff solicited bids from pump companies for complete rebuilds of pump, both of the bidders are local pump companies that we have a long history with, there are two major differences in the quotes.

1. General Pump has charges for field labor, Mob & De-mob. General arrives onsite with their equipment, performs lockout / tagout, unwires the motor and removes it, unbolts the pump discharge head, pulls the pump, and takes it to their shop for teardown, inspection and repair the pump. When the pump repair is complete, they bring the pump back, re-install the pump install and re-wire the motor check rotation and set the laterals, take post install readings. When using FH pump, CVWD staff performs lockout / tagout, unwires the motor and preps for removal, unbolts the pump discharge head, schedules T&T Crane to



arrive with their crane & flatbed to pull the motor & pump and take the pump to FH Pump's shop for teardown and repair. Once the pump is repaired CVWD staff calls to schedule T&T Crane to pick up the pump from FH Pump, deliver it and set the pump and motor. CVWD Staff then bolts everything back together and set the motor, rewires the motor and checks for rotation then sets the laterals.

If there are issues with the pump, FH pump has limited field service and no mobile equipment while General Pump has extensive field service and equipment and are usually quick to respond and look at the issue at no charge

2. General Pump's pricing for parts is quite a bit higher with. However, we know from past experience with our wells, General uses high quality parts and materials, we do not know what kind of materials FH pump uses in their repairs.

I recommend that we use FH Pump as we did with the rehab of pump 3 based on our history with them and their pricing and quality of workmanship.



**Carpinteria Valley Water District**  
**Record of Change to Capital Expenditures Budget**

Budget Change Form # 25-06

Requester Greg Stanford  
 Request Date 2/24/2025

Initials: <sup>DS</sup>

Project Name Lateral 30 Pump 2 Rehab  
 Project Number P108  
 Starting Month/Year Feb-2025  
 Expected Completion Date May-2025

	<u>Amount</u>	<u>Budget Year</u>
Original Budget	\$ -	
Revised Budget	\$ 17,847.00	FY24/25

**Source of Funds:**

	<u>Amount</u>
Use of Reserves	\$ -

	<u>Amount</u>	<u>Project #</u>	<u>Project Description</u>
Transfer from Project Budget	\$ 11,847.00	A	Infrastructure

	<u>Amount</u>	<u>GL Account</u>	<u>GL Account Description</u>
Transfer from Operating Account	\$ 6,000.00	540-6500	Maintenance of Pumping Equipment

**Reason For Change In Budget:**

These funds will allow for the necessary rehabilitation of one of our critical pumps and motors that move water to the Gobernador Canyon area of the District. **The amount includes 9% tax which is not included on the FH Pump invoice.**

**Approvals:**

DocuSigned by:  
  
 Norma Rosales, Assistant General Manager  
 9903F3D9A01E407

3/5/2025

DocuSigned by:  
  
 Robert McDonald, General Manager  
 83E955653F65424

3/5/2025

Date of Board Information or Action\*\* \_\_\_\_\_

**Board Action Required**

\*\* Board Approval required if reserves are allocated or if the change increases the total capital expenditures budget. Attach copy of board approval once obtained. Reallocations > \$20,000 require a board information item. Reallocations < \$20,000 require no board action or information item.

**MEMORANDUM OF AGREEMENT TO SHARE COSTS  
BY AND BETWEEN CARPINTERIA VALLEY WATER DISTRICT  
AND MONTECITO WATER DISTRICT**

Carpinteria Valley Water District (“CVWD”), and Montecito Water District (“MWD”), hereby enter into this Memorandum of Agreement to Share Costs (“Memorandum”) and agree as follows:

**BACKGROUND AND PURPOSE**

- A. CVWD and MWD are both County Water Districts, organized and existing under and by virtue of the County Water District law [Water Code §§30000-33901].
- B. CVWD and MWD are jointly responsible for operation and maintenance costs of the Ortega Reservoir.
- C. MWD has entered into an agreement with Dive/Corr, Inc. to perform diving, inspection, and repair services for the Ortega Reservoir. A true and correct copy of the agreement between MWD and Dive/Corr, Inc. is attached hereto as Exhibit “1”, and incorporated herein by this reference. Exhibit “1” includes the scope of work to be performed by Dive/Corr, Inc.
- D. CVWD and MWD desire to share in the cost of the work to be performed by Dive/Corr, Inc. with respect to the Ortega Reservoir. The purpose of this Memorandum is to set forth how those costs will be shared by and between CVWD and MWD.

**TERMS OF AGREEMENT**

- 1. CVWD and MWD will equally share the cost of payments for work performed by Dive/Corr, Inc. under the attached contract and scope of work with each entity paying 50% of the cost. MWD will administer the contract with Dive/Corr, Inc. and will invoice MWD for its respective share of the cost of payments. Invoices will show the total cost of payments for the invoice period and the respective share of that cost for each party. CVWD will reimburse MWD for its share as detailed on the invoice not later than 30 days after the invoice date.
- 2. The total cost of payments to Dive/Corr, Inc. is not to exceed \$6,250, which is the limit of the compensation to be paid to Dive/Corr, Inc. for the work performed pursuant to Exhibit 1 attached hereto. CVWD and MWD will cooperate in good faith to amend this Memorandum to share costs beyond \$6,250, if necessary, which shall in no event exceed CVWD’s proportionate 50% share of the actual total cost of payments, for completion of the scope of work of Dive/Corr, Inc., provided, however, that nothing in this Memorandum limits the legislative

discretion of the governing bodies of CVWD or MWD with respect to any future costs. Additionally, nothing in this Memorandum limits the legislative discretion of CVWD or MWD with respect to decisions, determinations, evaluations, and/or findings as to whether any project should be approved, implemented and/or pursued.

3. This Memorandum constitutes the entire agreement between CVWD and MWD with respect to the subject of this Memorandum and supersedes all prior representations and understandings with respect to the subject of this Memorandum.

4. No amendment, modification, or waiver of this Memorandum will be binding unless executed in writing by CVWD and MWD.

5. This Memorandum will become effective upon execution by CVWD and MWD and will remain in effect until terminated and/or the Dive/Corr, Inc. scope of work is completed, whichever occurs first. CVWD and MWD may individually terminate this Memorandum upon 30 days written notice to the other party. In the event of termination, the terminating party will be responsible for its share of the costs incurred by Dive/Corr, Inc. prior to the date of termination.

6. This Memorandum shall be interpreted in accordance with the laws of the State of California. Venue for any action, claim or proceeding related to this Memorandum shall be in the County of Santa Barbara.

7. If any provision of this Memorandum is determined to be invalid or unenforceable, the remaining valid and enforceable provisions shall continue to be fully operative.

8. Each signatory to this Memorandum represents that he or she has executed this document on behalf of that party represented by the signatory, under authority delegated by the governing body of that party.

9. This Memorandum may be executed in counterparts, each of which constitutes an original and all of which will be deemed together as a single document. Counterparts or signature pages may be delivered via delivery of an original or duplicate in person or by mail, or a duplicate, including scanned copy, in an electronic format, including transmission by electronic mail, secure Internet drop-box, facsimile, or similar other standard interchange format capable of reproduction and storage. A party may execute this document by electronic signature or other electronic method for execution of contracts authorized by law.

**EXECUTION**

**Carpinteria Valley Water District**

\_\_\_\_\_  
Case Van Wingerden, Board President

\_\_\_\_\_  
Date

**Montecito Water District**

\_\_\_\_\_  
Nicholas Turner, General Manager

\_\_\_\_\_  
Date

**Exhibit “1”**

**“SHORT FORM CONTRACT BETWEEN CONTRACTOR AND  
MONTECITO WATER DISTRICT”**

**SHORT FORM CONTRACT BETWEEN CONTRACTOR AND MONTECITO WATER DISTRICT**

This Short Form Contract Between Contractor and Montecito Water District ("Contract") is made this 3<sup>rd</sup> of March 2025 by and between Montecito Water District ("District") with its primary business location at 583 San Ysidro Road, Montecito California 93108 and Dive/Corr, Inc. (" Contractor") with its primary business location at 230 Syracuse Walk, Long Beach, CA 90803. District and Contractor may each individually be referred to herein as a "Party" and may also be collectively referred to herein as "Parties".

**RECITALS**

- A. WHEREAS, District desires to hire and engage Contractor for the purpose of performing diving, inspection and repair services for the District's "Ortega Reservoir".
- B. WHEREAS, Contractor desires to provide such diving, inspection and repair services.
- C. NOW THEREFORE, in consideration of the above referenced recitals and the mutual promises set forth herein, the sufficiency of which is hereby acknowledged by each of the Parties hereto, the Parties agree to the terms as set forth below.

**TERMS**

**1. Scope.**

The Contractor agrees to furnish all equipment, labor, materials and personnel required to complete the scope of work set forth in **Exhibit "A"** which is attached to this Contract and incorporated herein by this reference (the "Work").

**2. Price and Payment.**

The District agrees to pay the Contractor for the strict performance of the Work, the lump sum, not to exceed, amount of \$6,250. If Contractor exceeds the lump sum, not to exceed, amount set forth herein, Contractor does so at its own risk.

The District agrees to pay the Contractor for the Work within thirty days of receipt of an invoice to District for the Work.

**3. Entire Contract.**

This Contract represents the entire Contract between the Contractor and the District regarding the Work described in Section 1, and supersedes any prior written or oral Contracts or representations as to that Work. This Contract may only be modified by a writing signed by both Parties. In the event of any inconsistency between the written terms of this Contract, and any terms set forth in Exhibit "A", the written terms of this Contract shall control.

**4. Differing Site Conditions.**

Contractor has performed its own investigation of the District facilities wherein the Work is to be performed and/or has waived examination of the District facilities wherein the Work is to be performed. Any failure by Contractor to conduct an adequate investigation will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully completing the Work, and for proceeding to successfully complete the Work without additional cost to District.

Contractor shall promptly, and before the following conditions are disturbed, notify the District in writing of any:

- (a) Hazardous material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment, or that the handling of which may subject Contractor to legal liability.
- (b) Unknown physical or other conditions at the site of an unusual nature, materially different from those ordinarily encountered and generally recognized as inherent to work of the character provided for in the Contract.

The District shall promptly investigate such conditions. If the District finds that the worksite conditions do materially differ, or involve Hazardous Material, the District may make such revisions to this Contract as it deems necessary through a Change Order as set forth in Section 5 of this Contract.

**5. Changes in Work.**

The Work shall be subject to changes by additions, deletions or revisions by the District. The District shall notify Contractor of such changes by delivery of additional and/or revised drawings, specifications, exhibits or written orders.

Whenever an adjustment in the Contract price or Contract time is required because of District's change request, differing site conditions, errors in the plans and specifications, or other circumstances beyond the control of Contractor (including acts of any governmental authority, acts of a public enemy, fire, flood, unusual delay in transportation, abnormal weather conditions, labor disputes, strikes, lack of worksite access, acts of God, natural disasters, or acts of third parties), the Contractor shall submit to the District, within a reasonable time, a detailed estimate with supporting calculations and pricing, together with any adjustments to the Contract price and the Contract time. Pricing of the adjustment shall be in general accordance with the pricing structure of this Contract.

The Contractor shall not be obligated to perform changes in the Work or additions to the Work until the District has approved, in writing, the changes to the Contract and/or the Contract time.

**6. Inspection of the Work.**

The Contractor shall make the Work accessible at all reasonable times for inspection by the District. The Contractor shall inspect all material and equipment delivered to the job site by others to be used or incorporated in the Contractor's Work.

**7. Site Access and Rights of Way.**

The District shall provide, no later than the date when needed by the Contractor, all necessary access to the site or sites wherein the Work is to be performed, and shall continue to provide such access until completion of the Work. Contractor acknowledges and agrees that it is aware that access to the site may be difficult and/or limited, it has entered into this Contract with such knowledge, and will not seek additional compensation related to any site access issues within the contemplation of the parties at the time this Contract



was entered into.

**8. Permits, Licenses and Regulations.**

The District shall obtain and pay for all permits and licenses of a temporary nature necessary for the prosecution of the Work. The District and Contractor shall assist the other in obtaining such permits and licenses.

**9. Contractor to Comply with All Applicable Laws.**

The Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with all such applicable laws, ordinances, regulations, orders, permits, and decrees in effect or which may become effective before completion of this Contract. The Contractor shall keep fully informed of all laws, ordinances, and regulations in any manner affecting those engaged or employed on the Work, or the materials used in the Work, or in any way affecting the conduct of the Work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the performance of the Work. If the Contractor observes that drawings, specifications or other Contract documents are at variance with such laws, ordinances, rules and regulations, the Contractor shall promptly notify District of such variance. If any such variances result in any necessary changes in the Work, then Contractor shall be entitled to an equitable adjustment to the Contract price or Contract time.

**10. Independent Contractor.**

Contractor is retained as an independent Contractor and is not an employee of District. Contractor and District acknowledge and agree that Contractor performs services that are outside the usual course of business conducted by District, and Contractor is engaged in an independently established trade, occupation or course of business of the same nature as the Work performed for District under this Contract. No employee or agent of Contractor shall become an employee of District.

**11. Safety**

In the performance of this Contract the Contractor shall comply with all applicable law, including but not limited to, Federal, State and local laws governing safety, health and sanitation related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the Contract. It is a condition of this Contract, and shall be made a condition of any each subcontract which the Contractor enters into pursuant to this Contract, that the Contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under Cal/OSHA safety and health standards.

**12. Means and Methods of Work**

The Contractor shall be solely and completely responsible for and have control over means, methods, techniques, sequences, procedures, and safety for all portions of the Work. This specifically includes all means,

methods, techniques, sequences, procedures and safety for the diving aspects and components of the Work.

### **13. Termination.**

**13.1 Termination by District.** District reserves the right to terminate the Work for its convenience, without any cause, by written notice to the Contractor.

**13.2 Process after Notice of Termination.** Upon the service on the Contractor of a notice of termination of the Contract, the Contractor shall:

(a) Discontinue the Work in such manner, sequence and at such times as District may direct, continuing and doing after said notice only such Work and only until such time or times as District may direct;

(b) Take actions necessary, or that District may direct, for the protection and preservation of the Work; and

(c) Except for Work that District directs to be performed prior to the effective date of termination stated in the notice, terminate all existing purchase orders and enter into no further subcontracts or purchase orders.

### **13.3 Payment upon Termination of Contract.**

In the event of a termination of Contract the Contractor will be paid for Work performed up to the date of termination at the unit prices named in the Contract, or in the event no unit prices are named, a sum equal to that portion of the lump sum price which the Work completed prior to the date of termination bears to the total Work to be performed under the Contract, as determined by District. The Contractor shall have no claim for any other damages for discontinuance or termination of the Contract; nor shall the Contractor have any claim for anticipated profits on the Work dispensed with by the discontinuance or termination.

### **14. Insurance.**

The Contractor shall, at its expense, procure and maintain insurance of its operations under this Contract consisting of the following coverages: See **Exhibit "B"** which is attached to this Contract and incorporated herein by this reference.

### **15. Dispute Resolution.**

If a controversy, claim or dispute arises out of related to this Contract or its alleged breach (including but not limited to any violation or breach of Contract terms by Contractor in the performance of the Work) cannot be resolved through negotiation, Contractor and District agree first to try in good faith to resolve the dispute by mediation administered by the American Arbitration Association before resorting to arbitration, litigation, or some other dispute resolution procedure. This dispute resolution provision does not obviate, or eliminate, the necessity for compliance with the requirements of the California Government Code, including but not limited to Government Code §§ 900 – 935.9. The prevailing party in any action or proceeding arising out of or relating to this Contract shall recover its reasonable attorneys' fees and costs (including expert witnesses) in that action or proceeding.

### **16. Indemnity.**

All activities arising out of or relating to the Work covered by this Contract shall be at the risk of the Contractor until the Work is accepted by the District. To the fullest extent permitted by law, Contractor shall

immediately defend (with counsel chosen by District) indemnify, and hold harmless the District, Carpinteria Valley Water District and the ~~Cachuma Operation and Maintenance Board~~ Montecito Water District against any and all claims, suits, actions, legal or administrative proceeding demands, damages, including injury or death to any person or persons and damage to any property including loss of use resulting therefrom, incidental and consequential damages, liabilities, interest, costs, attorneys' fees and expenses of whatsoever kind of nature (collectively, "Claims") before, during or after completion of the Work, asserted by a third party and which are in any manner directly, indirectly, in whole from any act, omission, fault or negligence, whether active or passive, of Contractor, subcontractors of Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable in connection with or incident to the construction of the water system improvements.

The foregoing defense, indemnity and hold harmless obligations shall not apply to (a) any Claims to the extent (and only to the extent) caused by the sole negligence, active negligence, or willful misconduct of District, Carpinteria Valley Water District, or the ~~Cachuma Operation and Maintenance Board~~, Montecito Water District, or any of their officers, agents, employees or representatives. The indemnity responsibilities of this Contract shall survive the termination of this Contract for the full period of time allowed by law and shall not be limited to, or restricted by, the insurance requirements of this Contract, or any insurance proceeds received by the District, Carpinteria Valley Water District, or the ~~Cachuma Operation and Maintenance Board~~.Montecito Water District.

#### **17. Prevailing Wage.**

The Work covered by this Contract is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. These requirements include, but are not limited to, compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. The applicable California prevailing wage rate can be found at [www.dir.ca.gov](http://www.dir.ca.gov).

#### **18. Governing Law and Venue**

This Contract shall be subject to, and interpreted in accordance with the laws, rules, regulations and ordinances in effect within the County of Santa Barbara, State of California. If any action or proceeding is brought to interpret or enforce any term of this Contract, venue for such action or proceeding shall be in the County of Santa Barbara, State of California.

#### **19. Waiver**

None of the provisions of this Contract shall be considered waived by any Party unless such waiver is given in writing by both Parties. It is further understood and agreed that any waiver, express or implied, by either Party or any breach by the other Party of any term of this Contract shall not be, nor be construed to be, a waiver of any subsequent breach of a like or any other provision of this Contract.

#### **20. Construction and Interpretation**

This Contract constitutes a negotiated document. In the event of any alleged ambiguity in any term of this Contract, such alleged ambiguous term or terms shall not be construed in favor or against any party

by reason of participation of such party or its attorney in the negotiation or drafting of this Contract.

**21. Counterparts**

This Contract may be executed in one or more counterparts, each of which shall be deemed and original and all of which taken together shall constitute one and the same instrument binding on all the Parties notwithstanding that all parties are not signatories to the original or the same counterpart.

**Montecito Water District**

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Dive / Corr, Inc.**

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**  
**Scope of Work**

## Exhibit B

### Required Insurance

As used herein, the term “Contractor” shall include any individual and/or entity required to obtain insurance pursuant to the Contract to which this Exhibit is attached.

The Contractor shall obtain insurance of the types and in the amounts described below:

#### A. Commercial General Liability Insurance.

1. Contractor shall maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a total limit of not less than two million dollars (\$2,000,000) each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project by including ISO Designated Construction Project(s) General Aggregate Limit endorsement CG 25 03 or a substitute providing equivalent coverage.
2. CGL insurance shall be written on ISO Commercial General Liability occurrence form CG 00 01 12 07 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
3. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability assumed under a contract, or liability arising from explosion, collapse, or underground property damage.
4. The Additional Insureds are defined as (a) Montecito Water District, its directors, officers, employees, and authorized volunteers; (b) Carpinteria Valley Water District, its directors, officers, employees and authorized volunteers; and (c) ~~Cachuma Operation and Maintenance Board~~, its directors, officers, employees, and authorized volunteers. The Additional Insureds shall be included as insureds under the CGL, using ISO additional insured endorsements CG 20 10 and CG 20 37 or their equivalents. ISO endorsement CG 20 37 shall include coverage for the Additional Insureds with respect to liability arising out of the completed operations of Contractor, and which coverage shall be maintained in effect for the benefit of the Additional Insureds for a period of one (1) year following the completion of the work specified in the Contract. Additional insured coverage as required in this subparagraph shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Additional Insureds and shall be effected by using ISO Primary & Noncontributory – Other Insurance endorsement CG 20 01, or equivalent. There shall be no endorsement or modification of the CGL to make it excess over other available insurance. Any insurance, self- insurance, or other coverage, if any, maintained by the Additional Insureds shall be non-contributory.
5. Continuing Completed Operations Liability Insurance
  - a. Contractor shall maintain CGL and, if necessary, commercial umbrella liability insurance with a limit of not less than two million dollars (\$2,000,000) each occurrence for at least one (1) years after the Replacement Public Facilities are completed and dedicated in accordance with this Contract. Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 12 07 (or a substitute form providing equivalent coverage) and shall, at a minimum, cover liability arising from products-completed operations and liability assumed under an insured contract. Continuing CGL insurance shall have a products-completed operations aggregate of at least two times its each occurrence limit.

#### B. Business Auto Insurance

1. Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than one million dollars (\$1,000,000) each accident.
2. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
3. Business auto coverage shall be written on ISO form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

4. Contractor waives all rights against (a) Montecito Water District, its directors, officers, employees, and authorized volunteers; (b) Carpinteria Valley Water District, its directors, officers, employees and authorized volunteers; and (c) ~~Cachuma Operation and Maintenance Board~~, its directors, officers, employees, and authorized volunteers. for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract or under any applicable auto physical damage coverage.

**C. Workers Compensation Insurance.**

1. Contractor certifies that he/she/it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this Contract. Contractor and sub-contractors will keep workers' compensation insurance for their employees in effect during all work covered by this Contract.
2. Contractor shall maintain employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than one million dollars (\$1,000,000) each accident for bodily injury by accident or one million dollars (\$1,000,000) each employee for bodily injury by disease.
3. Contractor waives all rights against (a) Montecito Water District, its directors, officers, employees, and authorized volunteers; (b) Carpinteria Valley Water District, its directors, officers, employees and authorized volunteers; and (c) ~~Cachuma Operation and Maintenance Board~~, its directors, officers, employees, and authorized volunteers. for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract. Contractor shall obtain an endorsement equivalent to WC 00 03 13 to effect this waiver.
4. Before commencing work, Contractor shall furnish evidence satisfactory to District that such workers compensation and employers liability insurance is in place.

**D. Umbrella/Excess Liability Insurance.** Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the District.

**Required Provisions** – With respect to all insurance required to be maintained by or on behalf of the Contractor, the Contractor or the party providing the insurance shall comply, or ensure compliance, with all of the following provisions:

1. In the event that the Contractor employs Subcontractors as part of the work covered by this Contract, it shall be the Contractor's responsibility to require and confirm that each Subcontractor meets the minimum insurance requirements specified herein or such other insurance requirements approved by the District. When requested by Montecito Water District, the Contractor shall furnish copies of certificates of insurance evidencing coverage for each Subcontractor.
2. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to (a) Montecito Water District, its directors, officers, employees, or authorized volunteers; (b) Carpinteria Valley Water District, its directors, officers, employees and authorized volunteers; and; (c) ~~Cachuma Operation and Maintenance Board~~, its directors, officers, employees, and authorized volunteers..
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause acceptable to the District, such policies shall be endorsed to provide cross-liability coverage acceptable to the District.

4. Contractor shall notify Montecito Water District at least thirty (30) Calendar Days prior to any changes made to any of the insurance policies required hereunder, including without limitation any change in the insurance carrier or the scope of coverage.
5. [Reserved.]
6. With respect to completed operations insurance maintained in compliance with Section A.5 and A.6, Contractor shall promptly provide, and/or shall cause Subcontractor(s) to promptly provide, additional certificates of insurance evidencing such coverage whenever requested by Montecito Water District.
7. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-: VII or equivalent or as otherwise approved by Montecito Water District.
8. Prior to execution of the Contract, and throughout the period that such insurance is required, the Contractor shall file with Montecito Water District all required additional policy endorsements and a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this Contract. Failure of Montecito Water District to demand such certificate or other evidence of full compliance with these insurance requirements, and/or failure of Montecito Water District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
9. The District reserves the right to obtain complete certified copies of all required insurance policies at any time.
10. If any of the required coverages expire during the term of this Contract, the Contractor shall deliver the renewal certificate(s) including the CGL additional insured endorsements to Montecito Water District at least ten (10) days prior to the expiration date.
11. Failure to maintain the Required Insurance may result in termination of the Contract at the option of MWD following written notice to the Contractor and the passage of a reasonable period of time, not to exceed 14 days or such other period of time as agreed to in writing by Contractor and Montecito Water District, for cure without such cure.
12. The Insurance requirements in this Contract do not in any way represent or imply that such coverage is sufficient to adequately cover the Contractor's obligations under this Contract.
13. The insurance obligations under this Contract are independent of and in addition to the defense and indemnity obligations contained elsewhere in this Contract and shall not in any way act to limit or restrict the defense or indemnity obligations of the Contractor.
14. District reserves the right to add such other parties as may be required in the future to the indemnity and additional insured requirements of this Contract.



**Ortega Dam**  
**Technical Response Team Assessment Meeting**  
**January 24, 2025**  
**Instrumentation and Performance Monitoring**  
Prepared by Carlos Tasayco

**Summary of Instrumentation Data since 2021**

The current instrumented monitoring program for Ortega Dam consists of:

- Water pressure monitoring in the foundation beneath the dam and in the embankment of the dam using 2 porous-tube piezometers
- Seepage flow monitoring of the toe drain flows and the reservoir underdrain systems at 1 location

**Reservoir Levels**

Figure 1 shows of reservoir level data extending back to 1966, and Figure 2 shows reservoir level data since 2010, which allows the annual pattern of filling and drawing down of the reservoir to be viewed in greater detail. As can be seen on these figures, the reservoir elevation fluctuates frequently to provide irrigation water and municipal water to the city of Santa Barbara. The reservoir was held below 450 feet for most of the period between 2009 and 2011 after the reservoir lining leakage was discovered and for most of the time between 2015 and 2019. Recently in the last three years, the reservoir has been below 450 feet for further repairs.

For reference, a summary of some key elevations at the dam is provided in Table 1:

**Table 1.—Key Elevations at Ortega Dam**

<b>Feature or Aspect</b>	<b>Elevation (feet)</b>
Top of parapet wall elevation	461.35
Spillway crest elevation	459.85
Historic high reservoir elevation - on September 30, 1978	459.80
Dam crest elevation	458.85
Maximum reservoir operating elevation	458.10
Bottom of the reservoir	440.00

**Water Pressure Monitoring**

There are two slotted-pipe piezometers installed within one drill hole located at the crest of the embankment, SPT-OW-1A and SPT-OW-1B. These piezometers were installed in 1994 beneath the southern portion of the embankment. Their locations are shown on plan and section views on Drawings 368-208-875 and 368-208-876, located at the end of this report, before Figures 1 through 5.

The lower piezometer (SPT-OW-1A) has its tip located in the foundation claystone approximately 30 feet below the embankment/foundation contact. The upper piezometer (SPT-OW-1B) has its tip located in the embankment Zone 1 material approximately 12 feet above the embankment/foundation contact. The

water level data since 1994 for these two piezometers is shown on Figure 3, and water level data since 2010 is shown on Figure 4.

As can be seen on Figure 3, the damage to the concrete lining in 2008 led to seepage through the embankment, causing water levels in the piezometers to increase. After repairs were complete in April 2012 and the reservoir was filled, water levels began to decrease until 2015, when they gradually started to increase once again. Additional repairs were most recently made in April 2023, though it appears water levels within the piezometers have remained unchanged.

## **Seepage Flow Monitoring**

### **Reservoir Underdrain System and Toe Drain System Seepage**

Seepage that flows through cracks and/or contraction joints in the concrete lining is collected in a system of reservoir underdrains installed beneath the lining. The underdrains system consists of a network of 12-inch wide by 12-inch deep excavated trenches that are filled with sand and gravel (aka gravel drains) and 4-inch and 8-inch diameter sewer pipes with open joints, surrounded by sand and gravel (aka pipe drains), are installed in excavated trenches. A plan view of the gravel and pipe drains is shown on Drawing 368-D-561 (Floor Plan Details). The seepage from this reservoir underdrain system is then routed to the perimeter drain which then outfalls downstream of the embankment dam using two 8-inch diameter concrete discharge pipes with cemented joints (on the left and right sides of the embankment, to the single-location measurement point at the toe of the dam. The two pipes terminate into a concrete box structure along with two other collection pipes from the left and right toe drains. The combined seepage flow of all four pipes then discharges into an 18-inch diameter concrete discharge pipe with cemented joints, and readings are taken at the outfall (see Photograph 1 below) using the bucket-and-stopwatch method.



**Photograph 1 - Discharge pipe for the combined reservoir underdrain flows and toe drain flows [2021 CR report]**

The toe drain system consists of two 8-inch diameter toe drain pipes that run along the left and right sides of the downstream toe. These sewer pipes also have open joints that are surrounded by sand and gravel, installed within excavated trenches. Both pipes outfall collected seepage into the same concrete box as the

two outfall pipes from the reservoir underdrain system. The recorded data since 1979 is shown on Figure 5, and data since 2010 is shown on Figure 6.

From 1979 to 2005, seepage flows were low, mostly under 5 gal/min. Spikes in the data during this time were directly related to the deterioration of the caulking in the contraction joints and cracks to the concrete lining. Yearly drainage of the reservoir was performed to make repairs to the joints and cracks. Once repairs were made, seepage flows would decrease to normal ranges. Significant increases in seepage began in 2005 and progressively increased until it peaked at around 68 gal/min in 2009. Repairs were made in 2011 and 2012, which resulted in a substantial decrease in seepage flows from 2012 to 2016. In 2016, flows once again increased and continued to increase through 2022. The reservoir was emptied most recently in April 2023 for additional repairs. Flows are currently around 25 gal/min at about half of the reservoir capacity (El. 449 feet).

### **Other Seepage**

Other minor seepage associated with a natural spring is located near the reservoir rim, above concrete masonry retaining structure in the northeast corner of the reservoir area (see Photograph 2 below). This seepage was estimated to range from 2.5 to 4.5 gal/min, and it was combined with the underdrain and toe drain seepage flows.



**Photograph 2 – Concrete masonry retaining structure in the northeast corner of the reservoir area. The arrow indicates the base of a tree where a spring is located. According to COMB personnel, spring flows are conveyed by pipe to the reservoir underdrain system pipes [2021 CR report].**

### **Ongoing Visual Inspections**

On April 28, 2016, a small amount of seepage was observed on the downstream slope of the embankment near the left abutment. This seepage was investigated and found to be due to leakage from a broken portion of the left reservoir underdrain outfall pipe. Repairs were completed in July 2016 and no seepage has been observed in that area since that time.

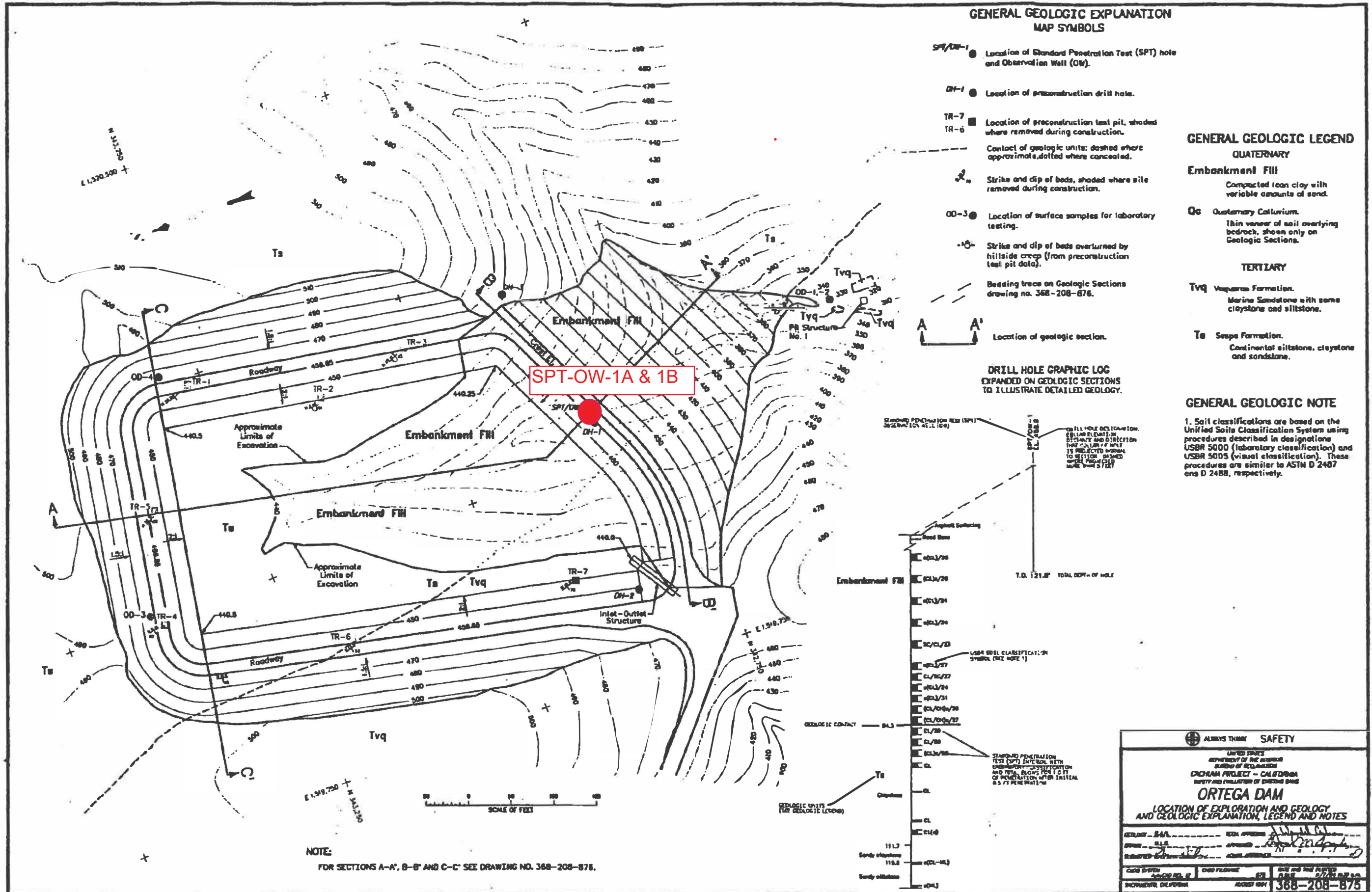
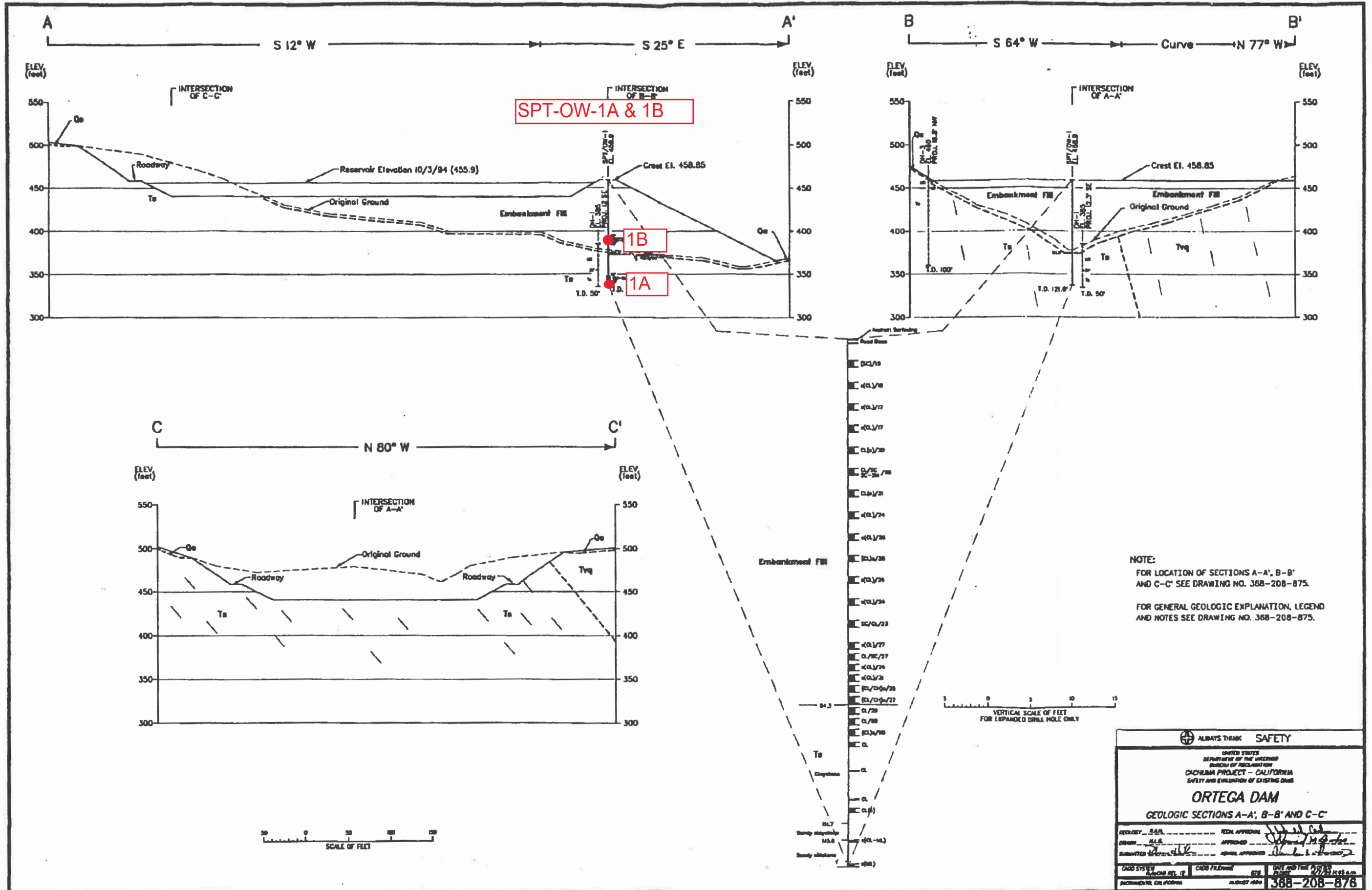
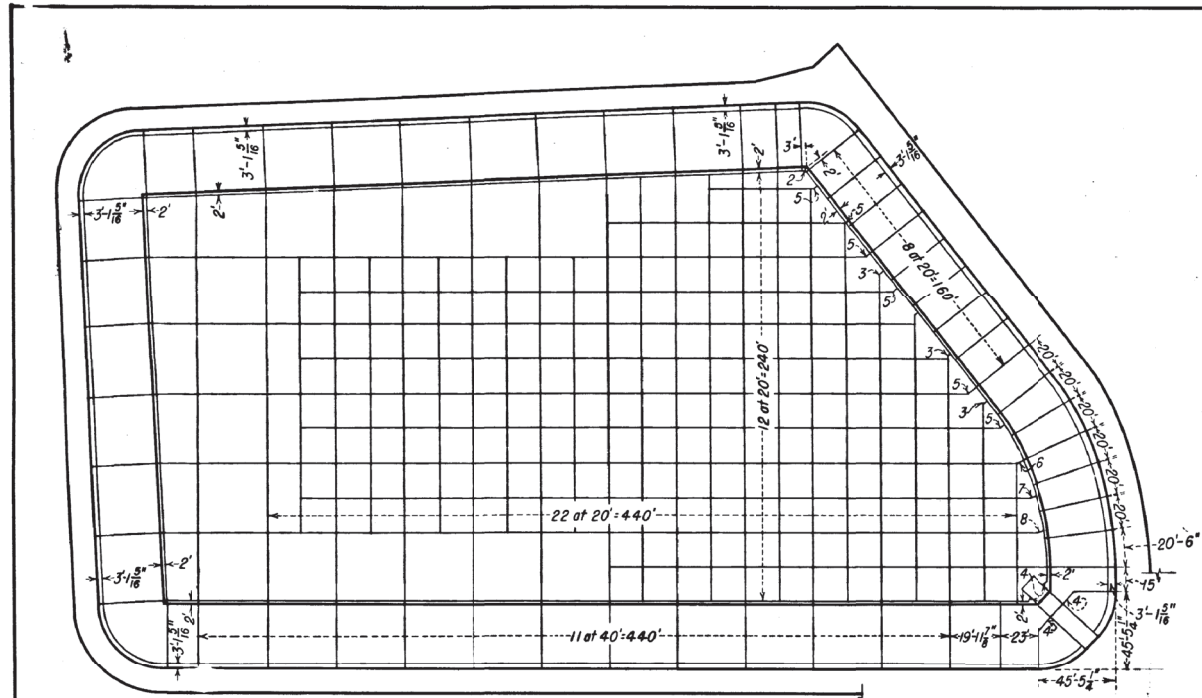
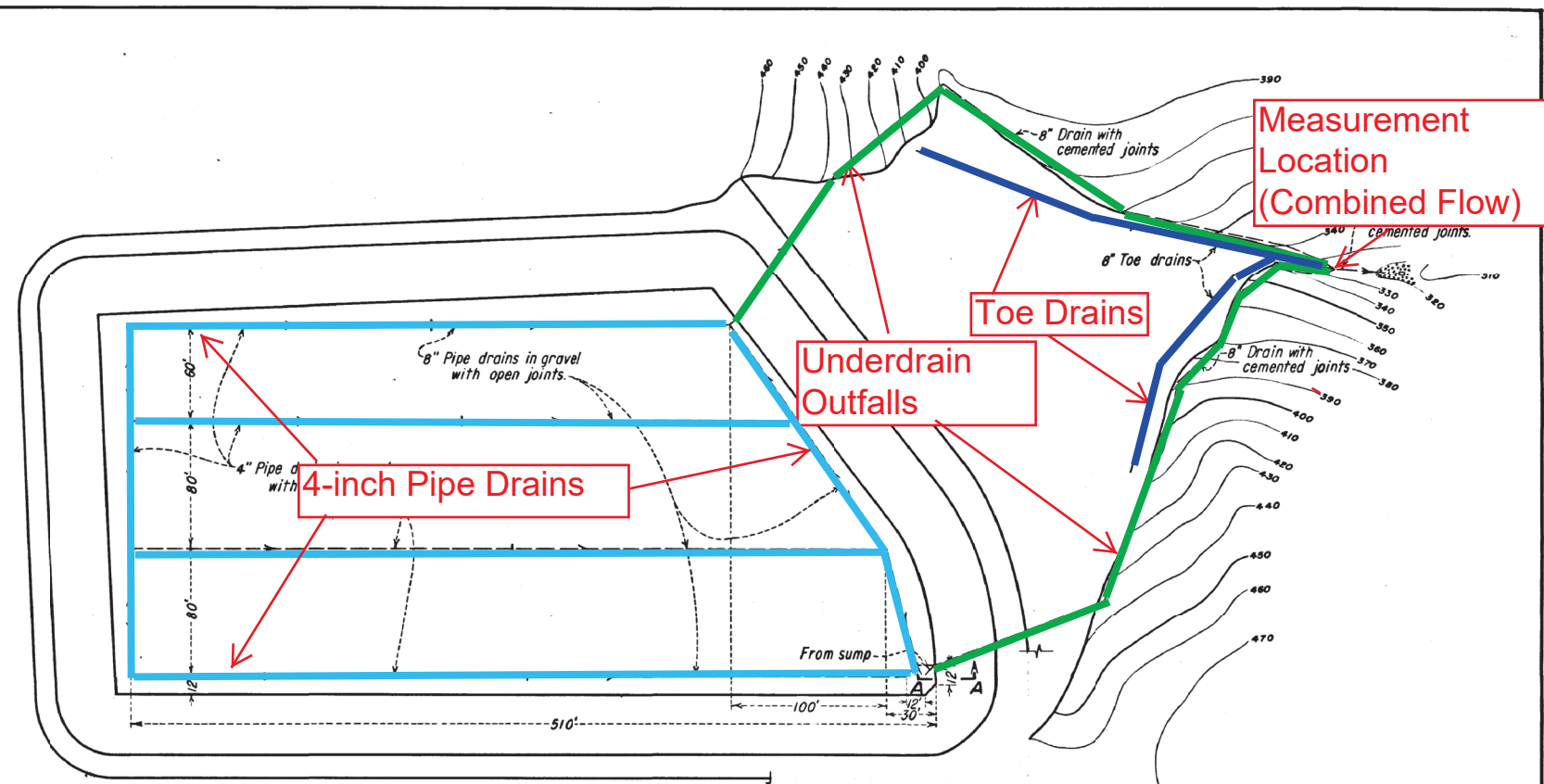


Figure 9 Item IV. C.

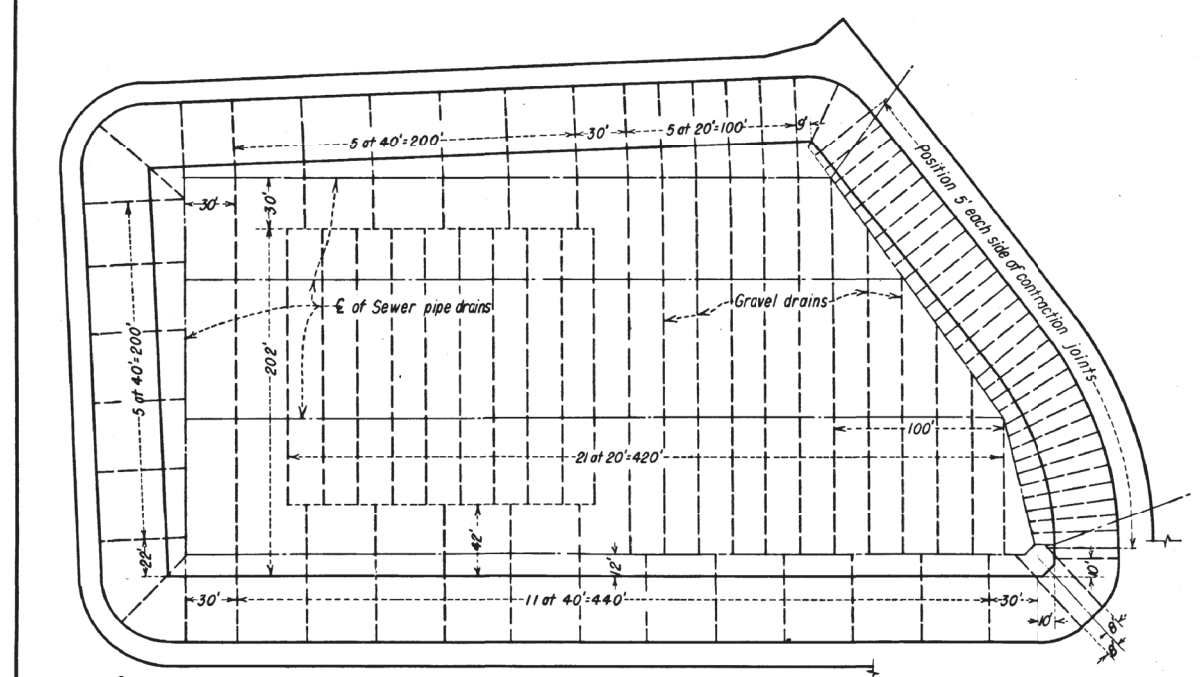




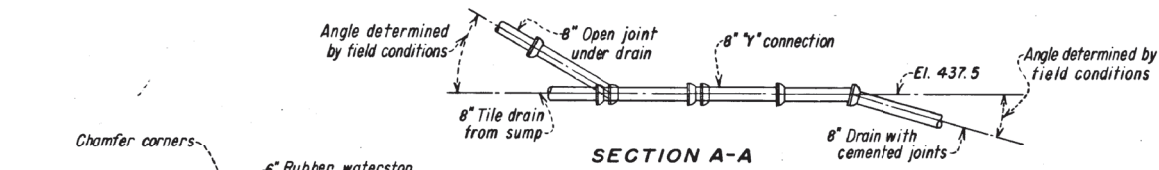
Contraction Joints



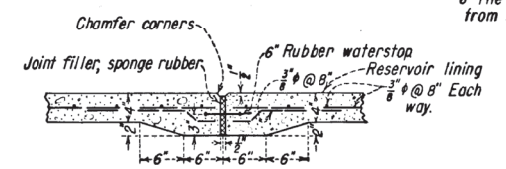
PLAN OF SEWER PIPE DRAINS



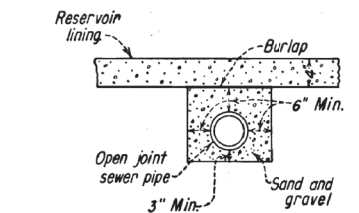
Gravel Drains



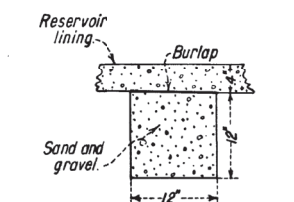
SECTION A-A



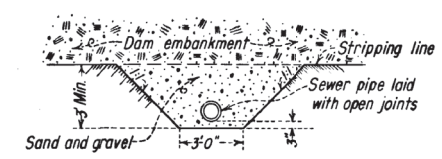
CONTRACTION JOINT DETAIL



OPEN JOINT PIPE DRAIN DETAIL



GRAVEL DRAIN DETAIL



EMBANKMENT TOE DRAIN

**NOTES**  
 Concrete design based on a compressive strength of 3000 lbs. per sq. in.  
 Place all reinforcement so that the center of bars in the outer layers will be 2 inches from the face of the concrete unless otherwise shown.  
 Provide 1/2" chamfer on all exposed edges of concrete unless otherwise shown.  
 Place all open joint sewer pipe drains on .0025 slope, minimum.  
 Place all cemented joint sewer pipe drains on .0025 slope, minimum.  
 Place all reinforcement so that butt ends are within 1 inch of edge of concrete.  
 Joint filler to fill joint to inner edge of chamfer.  
 Numbers 1 thru 8 on Plan of Contraction Joints designate type of angle joint shown on Dwg. 368-D-597.

3-2-56	AS BUILT BY 203 - LTR. 11-2-55.
D. M. G.	
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION CACHUMA PROJECT - CALIFORNIA SOUTH COAST CONDUIT - CARPINTERIA SECTION <b>ORTEGA RESERVOIR</b> FLOOR PLAN DETAILS	
DRAWN: R.P.M.G. TRACED: D.B.B. CHECKED: [Signature]	SUBMITTED: [Signature] RECOMMENDED: [Signature] APPROVED: [Signature]
REV. 4-6-55 203	DENVER, COLORADO, FEB. 21, 1952 368-D-561

ORTEGA DAM  
RESERVOIR WATER SURFACE ELEVATION (1966 to 2021)

Reservoir (Daily Data Collected from Automated Site)

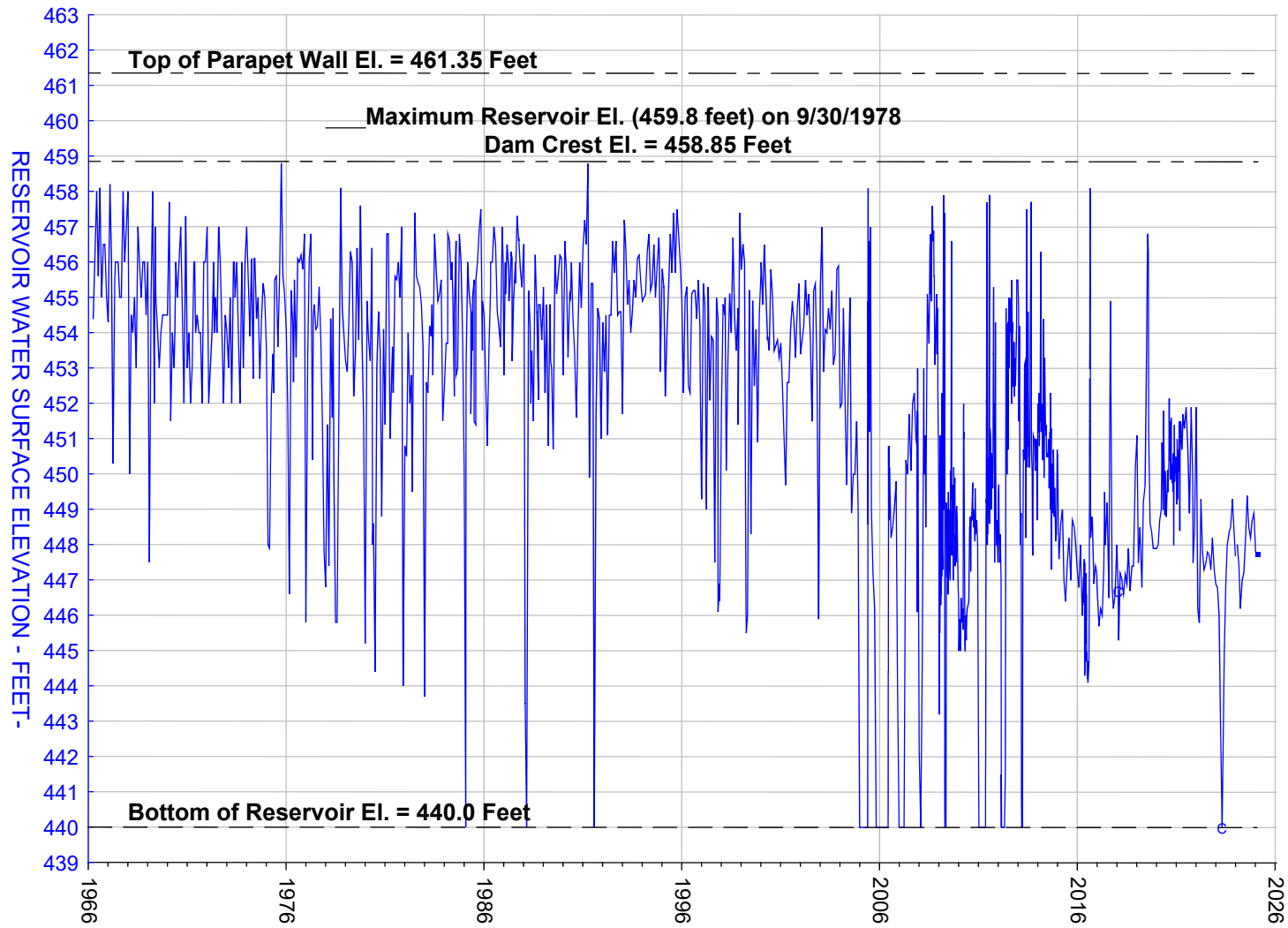


Figure 1

Denver TSC Instrumentation

TRT  
01 RESERVOIR\_1966 to present  
01/23/2025;16

ORTEGA DAM  
RESERVOIR WATER SURFACE ELEVATION (2010 to 2021)

Reservoir

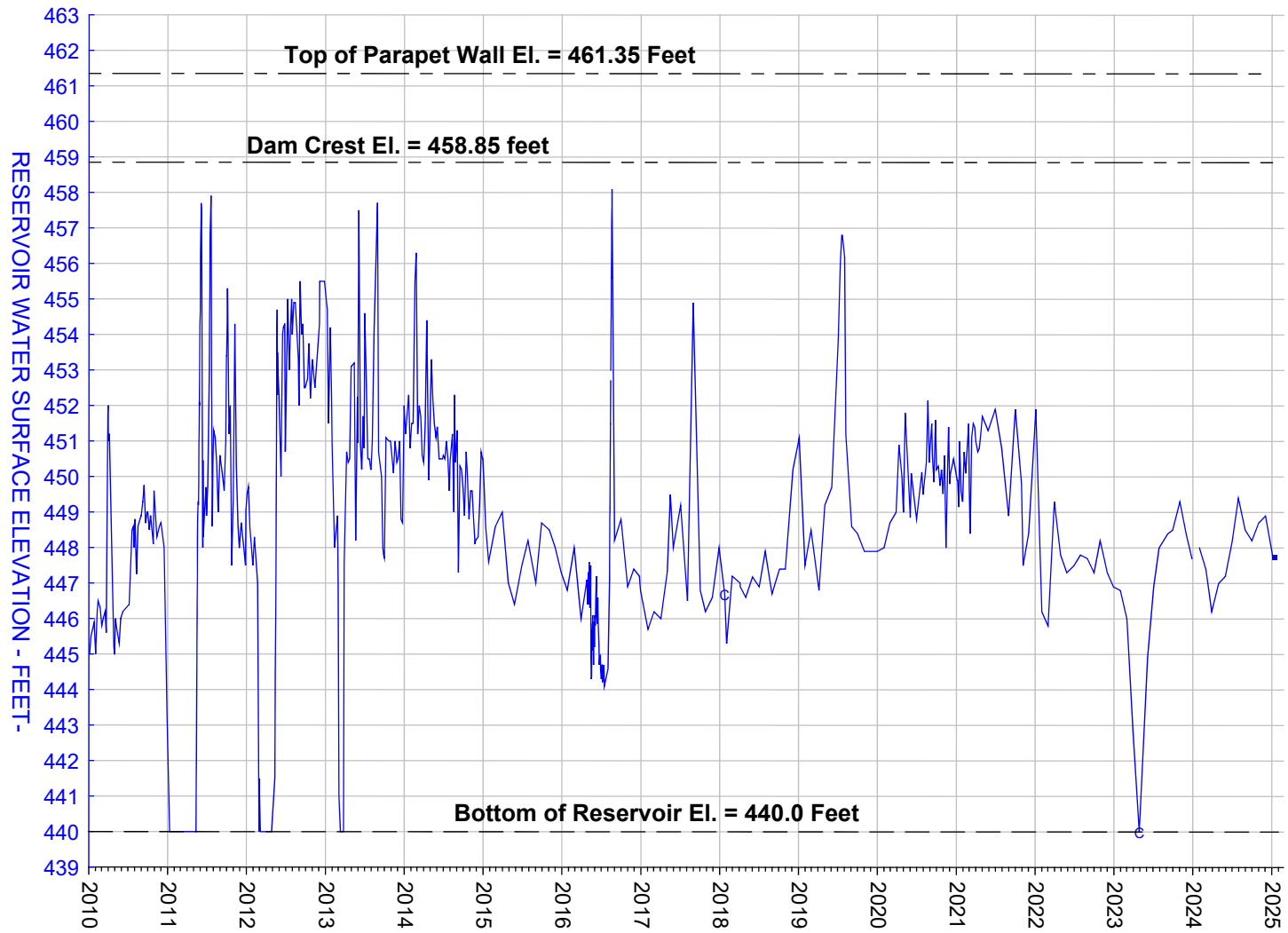


Figure 2

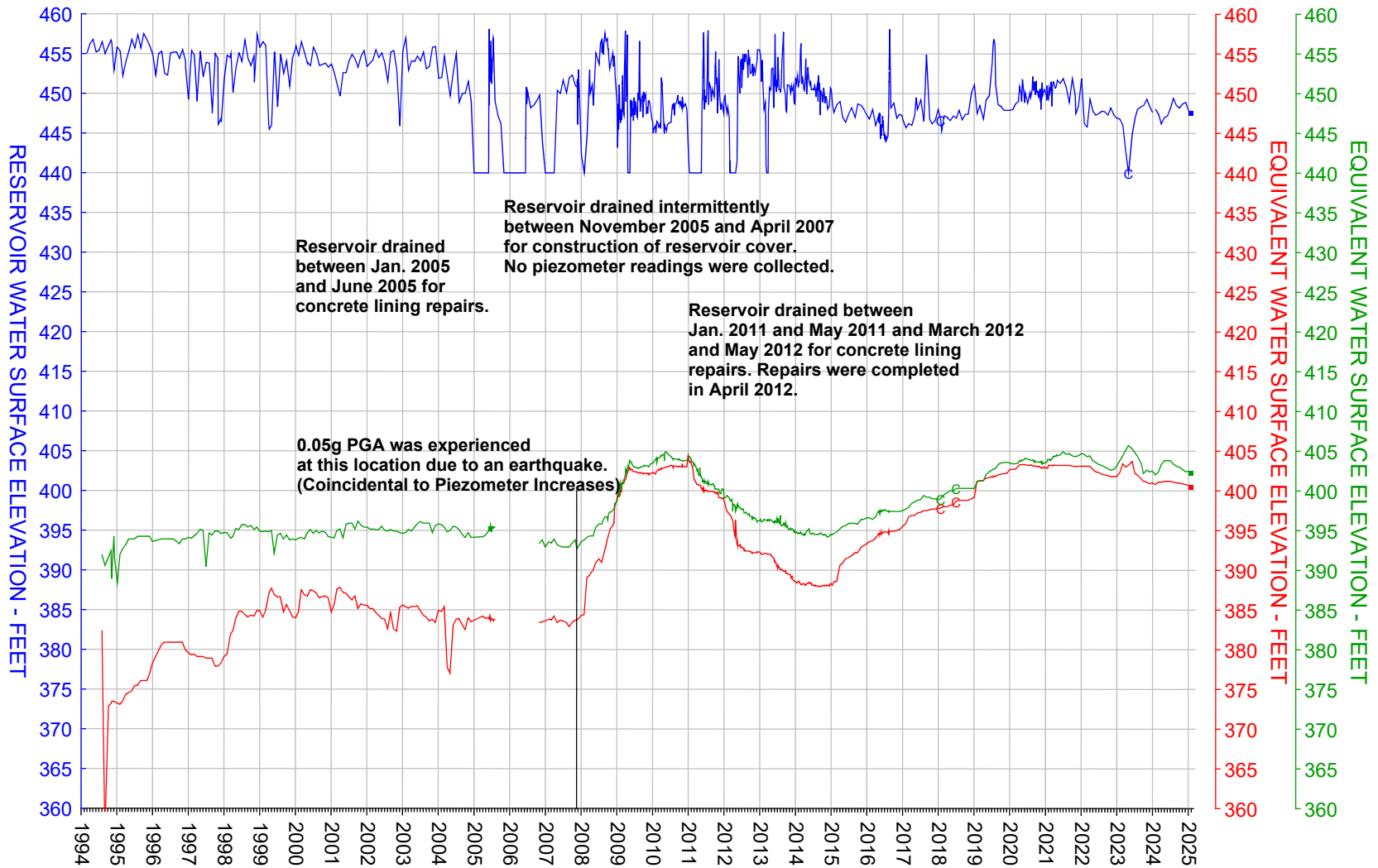
Denver TSC Instrumentation

TRT  
02 RESERVOIR\_2010 to present  
01/23/2025;16



# ORTEGA DAM SLOTTED-PIPE PIEZOMETERS (1994 to 2021)

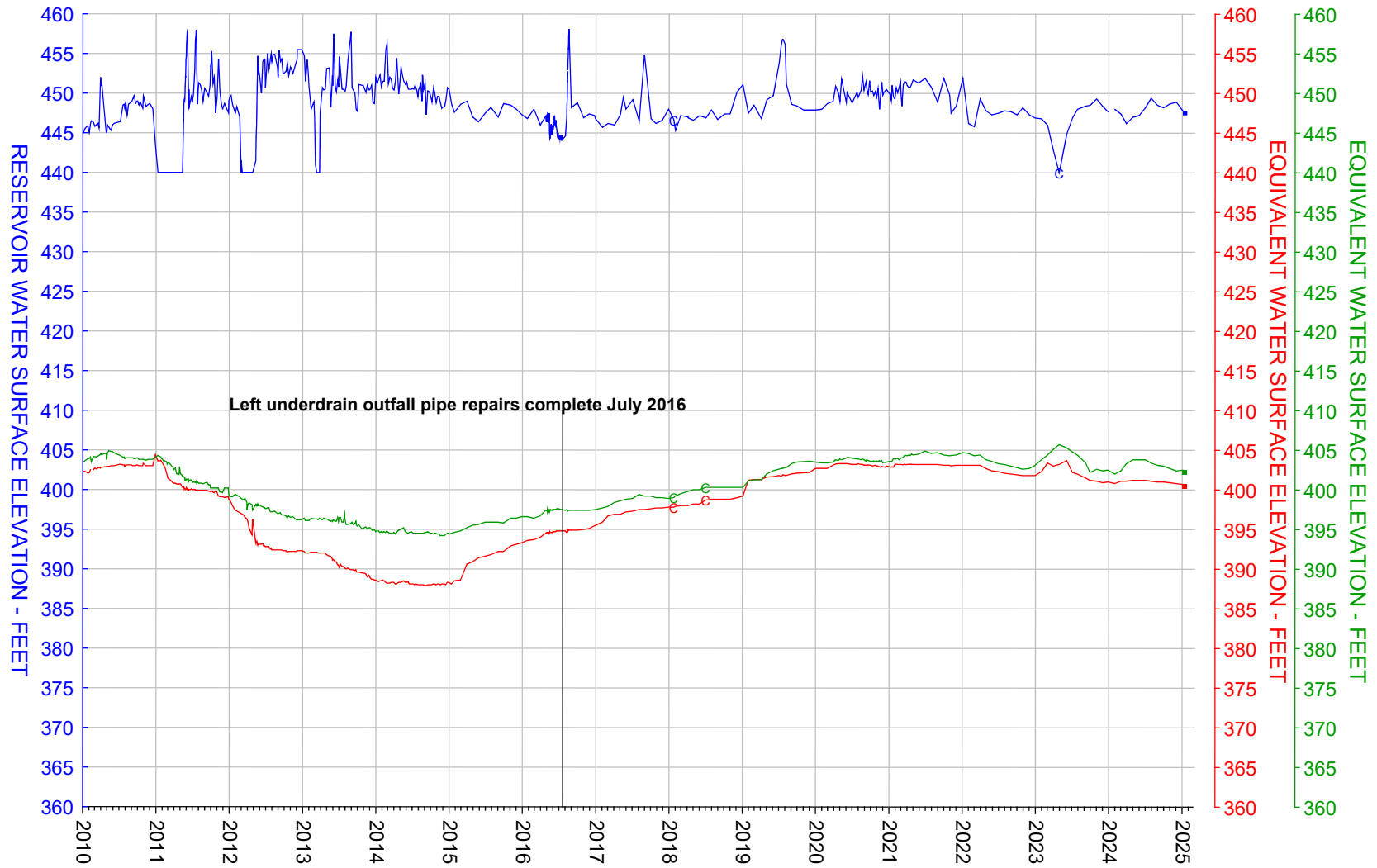
— Reservoir    
 — SPT-OW-1A (Tip @ 342.9 in claystone foundation)    
 — SPT-OW-1B (Tip @ 386.9 in embankment zone 1)



**Figure 3**

# ORTEGA DAM SLOTTED-PIPE PIEZOMETERS (2010 to 2021)

— Reservoir    
 — SPT-OW-1A (Tip @ 342.9 in claystone foundation)    
 — SPT-OW-1B (Tip @ 386.9 in embankment zone 1)

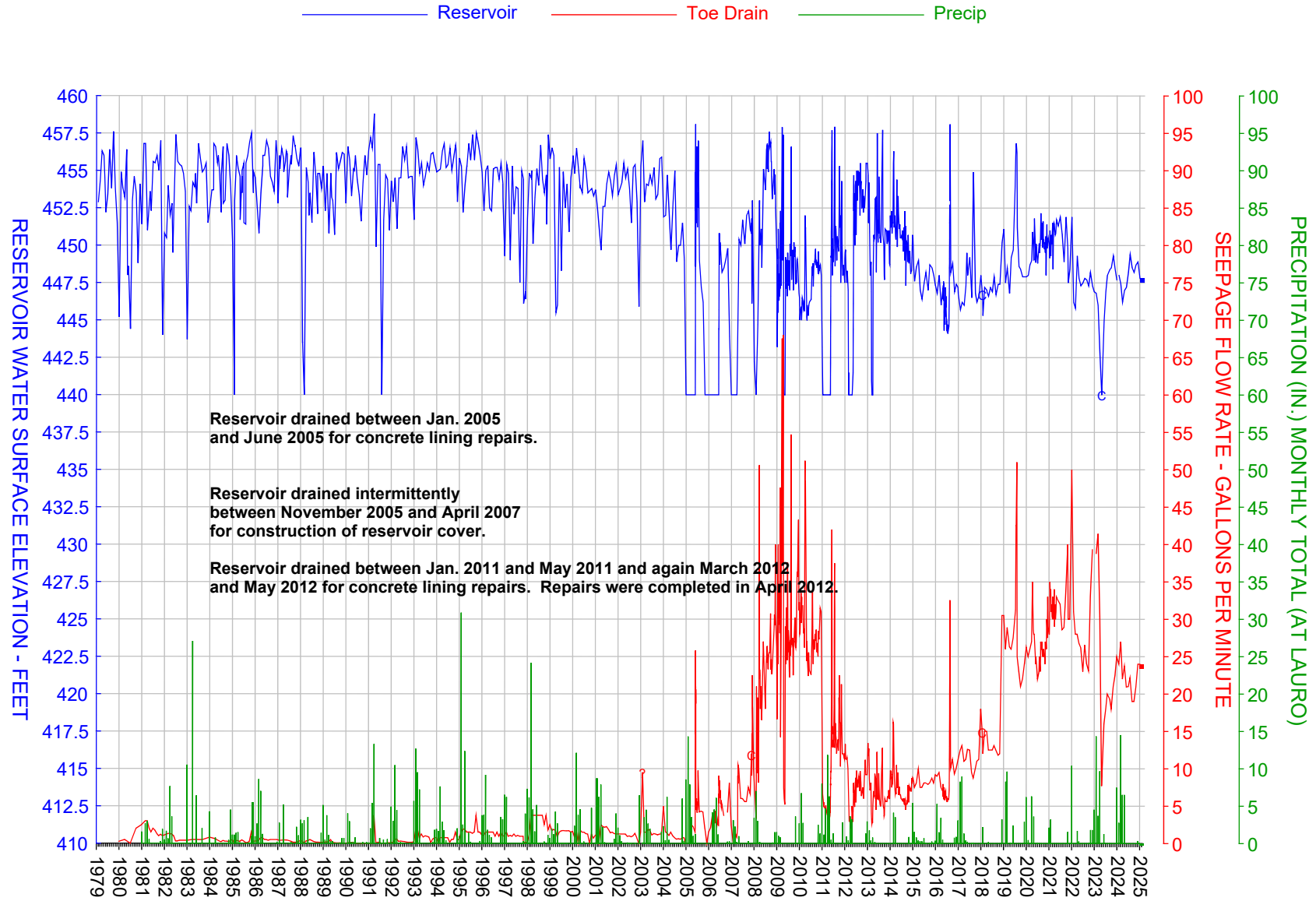


**Figure 4**

Denver TSC Instrumentation

TRT  
04 Piezometers\_2010 to present  
01/23/2025;16

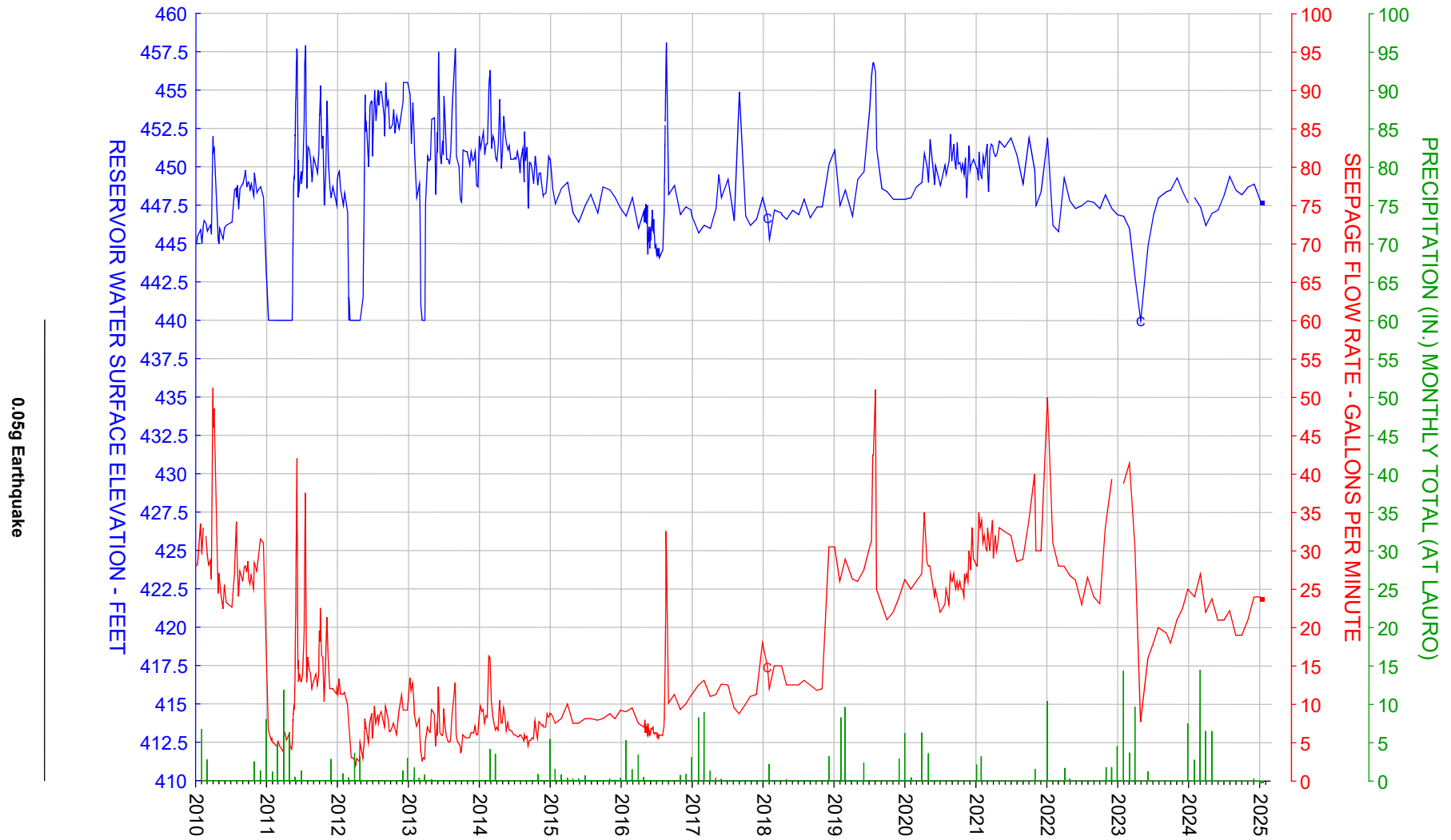
# ORTEGA DAM TOE DRAIN/UNDERDRAIN SEEPAGE (1980 to 2021)



**Figure 5**

# ORTEGA DAM TOE DRAIN/UNDERDRAIN SEEPAGE (2010 to 2021)

— Reservoir   
 — Toe Drain   
 — Precip



**Figure 6**

Denver TSC Instrumentation

TRT  
 06 Seepage\_2010 to present  
 01/23/2025;16

**SCHEDULE FOR PERIODIC MONITORING (L-23)**  
**INSTRUMENT READING AND ONGOING VISUAL INSPECTION FREQUENCY**  
Page 1 of 2

DAM:	<u>Ortega Dam</u>	REF. DWGS.	<u>Figures 9 through 11</u>
PROJECT:	<u>Cachuma</u>		<u>located in the Evaluation of Performance</u>
STATE:	<u>California</u>		<u>Monitoring and Instrumentation</u>
			<u>section of the 2021 CR</u>

DAM CONSTRUCTION COMPLETED: 1953

MONITORING METHOD	MONITORING SCHEDULE
Ongoing Visual Inspections	See Notes (1) (2) (3) (4) (5) <b>Monthly</b> - When the reservoir elevation is less than or equal to 454.0 feet. <b>Weekly</b> - When the reservoir elevation is greater than 454.0 feet but less than or equal to 459.8 feet. <b>Daily</b> - When the reservoir elevation is greater than 459.8 feet; <b>above 459.8 feet first-fill conditions will exist, requiring a continuous 24-hour presence at the damsite.</b>
Seepage Monitoring Location (Toe Drain)  Combined Reservoir Underdrain/Toe Drain Flow	See Notes (2) (3) (4) (5) (6) <b>Monthly</b> - When the reservoir elevation is less than or equal to 454.0 feet. <b>Weekly</b> - When the reservoir elevation is greater than 454.0 feet but less than or equal to 459.8 feet. <b>Daily</b> - When the reservoir elevation is greater than 459.8 feet.
Piezometers (SPT-OW-1A and SPT-OW-1B)	See Notes (2) (4) (5) (6) <b>Same Schedule as Seepage Monitoring Location</b>

**Notes and Remarks:**

- (1) Perform ongoing visual inspections using the latest checklist that can be found in the Reclamation Instrumentation Computer Database (DAMS). A copy of each completed checklist should be filed at the dam or a convenient location nearby.
- (2) To the extent possible, obtain readings and perform inspections at times when no precipitation has occurred in the preceding 48 hours. If this is not possible, precipitation within the last 48 hours should be reported (amount and time). Also report the monthly total precipitation and transmit along with other instrumentation readings.
- (3) Whenever seepage flows are being monitored or observed, check for indications of sediments being carried by the flows (discolored seepage water or sediment deposits along seepage paths or deposited at the combined underdrain/toe drain discharge pipe outfall) and report immediately to the TSC Instrumentation contact below and the South-Central California Area Office.
- (4) When the reservoir elevation is greater than 459.8 feet, the historic maximum reservoir level recorded on September 30, 1978, first-fill conditions will exist. A continuous 24-hour presence will be required at the damsite, as well as daily visual inspections and daily seepage flow and piezometer readings. The increased monitoring will continue until the reservoir drops below 459.8 feet. An Ongoing Visual Inspection should be performed as soon as possible after the reservoir decreases below 459.8 feet again.

**Continued the Back:**

**SCHEDULE FOR PERIODIC MONITORING (L-23)**  
**INSTRUMENT READING AND ONGOING VISUAL INSPECTION FREQUENCY**  
Page 2 of 2

DAM: Ortega Dam

**Notes and Remarks (continued):**

- (5) Perform visual inspections of the dam and measure seepage flows and piezometers promptly after an earthquake that may have resulted in significant shaking at the damsite, meaning that one or more of the following criteria are met: (1) shaking is felt at the damsite, (2) there are reports of earthquake shaking in the area, (3) estimated peak ground accelerations (PGA) at the damsite in excess of 0.05g (Category I), or (4) the EAP/SOP criteria for a post-earthquake response are met. Promptly transmit the data and information to the TSC Instrumentation contact below and the South-Central California Area Office. The need for additional post-earthquake monitoring will be determined from the initial transmitted data and information.
- (6) When seepage flow and piezometer readings are obtained, and before leaving the instrument location, verify the apparent validity/accuracy of the readings. Preferably, compare the readings to expected performance limits indicated in 2021 CR and/or SOP, but at least compare to previously obtained readings as a basic check.

Under normal operations (monthly data collection) the visual inspection information and the seepage and piezometer data should be transmitted to the TSC Code 86-68360 by direct entry into Reclamation's Instrumentation Computer Database (DAMS) or by email ([droborinstrumentation@usbr.gov](mailto:droborinstrumentation@usbr.gov)) within three (3) working days after it is collected. When the visual inspection information or instrument readings are required daily, weekly, or after an earthquake the data should be transmitted or entered the same day they are collected. The reservoir elevation needs to be reported for all dates when instrumentation data or visual inspection information are provided.

**The above monitoring schedules assume normal operations and satisfactory dam performance. If unusual conditions or situations develop, follow the procedures stated in the Emergency Action Plan (EAP) and Standing Operating Procedures (SOP), and then telephone or email the instrumentation contacts listed below to determine appropriate adjustments to monitoring schedules.**

TSC Instrumentation Contact: John Suggs Phone: 303-445-3065 Email: [jsuggs@usbr.gov](mailto:jsuggs@usbr.gov)

Mailing Address: Bureau of Reclamation, Code 86-68360, P.O. Box 25007, Denver, CO 80225-0007

Date: July 7, 2021

For up-to-date or additional TSC Instrumentation Contact Information, visit: <http://bordams.usbr.gov/dams/ListByName.html>  
or email: [droborinstrumentation@usbr.gov](mailto:droborinstrumentation@usbr.gov) with the subject: "Contact Information – ORTEGA DAM"

**Ongoing Visual Inspection Checklist  
Ortega Dam**

Form Date: July 7, 2021

**Schedule:** Monthly when reservoir is at or below 454.0 feet.  
Weekly when reservoir is between 454.0 feet and 459.8 feet.  
Daily when reservoir is above 459.8 feet.

In the event of reservoir above 459.8 feet or an earthquake, refer to the L-23 for complete guidance.

**Inspector:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Reservoir Elev.:** \_\_\_\_\_ feet **Time:** \_\_\_\_\_  
**Weather:** \_\_\_\_\_ **Temperature:** \_\_\_\_\_ °F

A "YES" response should be given to question(s) below where observed conditions are different than previously observed conditions. The "YES" response should continue to be reported until: (1) the situation is determined to not be a dam safety concern, or (2) action is underway to remedy the situation, or (3) the situation has been adequately addressed. For any question answered "YES", please provide additional information describing the situation as completely as possible under item 7, "Additional Information."

**1. Reservoir Basin:**

**Perform when the reservoir basin is drained for routine maintenance.**

- a. Any new cracks or spalls in the concrete lining?  No  Yes
- b. Any existing cracks or spalls in the concrete lining that have noticeably enlarged or changed?  No  Yes
- c. Any change in the offsets between panels in the concrete lining?  No  Yes
- d. Any new settlement or unusual deformations in the concrete lining?  No  Yes

**2. Dam Crest:**

- a. Any new sinkholes, sloughs, depressions, eroded areas, or areas of unusual settlement?  No  Yes
- b. Any existing sinkholes, sloughs, depressions, eroded areas, or areas of unusual settlement that have enlarged or changed?  No  Yes
- c. Any new transverse or longitudinal cracks?  No  Yes
- d. Any existing transverse or longitudinal cracks that have enlarged or changed?  No  Yes

**3. Downstream Slope of the Dam:**

- a. Any new sinkholes, sloughs, depressions, eroded areas, or areas of unusual settlement?  No  Yes
- b. Any existing sinkholes, sloughs, depressions, eroded areas, or areas of unusual settlement that have enlarged or changed?  No  Yes
- c. Any new seepage areas or wet areas?  No  Yes
- d. Any existing seepage areas where the seepage has increased or decreased?  No  Yes
- e. Any seepage originating from rodent holes?  No  Yes
- f. Any materials being transported by seepage flows (such as discolored or cloudy water or sediment deposits)?  No  Yes

Date: \_\_\_\_\_

4. **Downstream Toe Areas, Abutments and Areas Downstream of the Dam:**

- a. Any new sinkholes, sloughs, depressions, eroded areas, or areas of unusual settlement?  No  Yes
- b. Any existing sinkholes, sloughs, depressions, eroded areas, or areas of unusual settlement that have enlarged or changed?  No  Yes
- c. Any new seepage areas or wet areas?  No  Yes
- d. Any existing seepage areas where the seepage has increased or decreased?  No  Yes
- e. Any materials being transported by seepage flows (such as discolored or cloudy water or sediment deposits)?  No  Yes

5. **Spillway Intake:**

- a. Any new cracks in the concrete?  No  Yes
- b. Any existing cracks that have enlarged or changed?  No  Yes
- c. Any areas of spalled concrete?  No  Yes
- d. Any areas of significant deformation or displacements?  No  Yes
- e. Any plugging of the inlet structure?  No  Yes

6. **Reservoir Underdrain/Toe Drain Outfall Pipe:**

- a. Any new cracks in the concrete pipe?  No  Yes
- b. Any existing cracks that have enlarged or changed?  No  Yes
- c. Any areas of spalled concrete in the pipe?  No  Yes
- d. Any areas of significant deformation or displacements in the pipe?  No  Yes
- e. Any materials being deposited by the combined flows collected in the reservoir underdrain/toe drain systems (such as discolored or cloudy seepage water or sediment deposits exiting the outfall pipe)?  
(If yes, contact the South-Central California Area office)  No  Yes

7. **Additional Information:**

**NOTE:** All descriptions should include specific location information (dam station, offset and elevation) and all other seemingly relevant information. Seepage area descriptions should include estimated seepage amount and water clarity description (clear/cloudy/muddy, etc.). Crack descriptions should include orientation and dimensions. Descriptions of changes at joints should include the estimated amount of movement and movement direction. Deteriorated or spalled concrete descriptions should include degree of deterioration and approximate dimensions of the affected area.





# Carpinteria Valley Water District

1301 Santa Ynez Avenue • Carpinteria, CA 93013  
Phone (805) 684-2816

BOARD OF DIRECTORS

*Case Van Wingerden  
President*

*Casey Balch  
Polly Holcombe  
Patrick O'Connor  
Matthew Roberts*

GENERAL MANAGER

*Robert McDonald, P.E. MPA*

To: CVWD Board of Directors  
From: Bob McDonald, General Manager  
Prepared by: Maso Motlow, Administrative Analyst  
Date: March 12, 2025

## **For Consideration: Methodology considerations for recovering CAPP charges through property tax bills.**

### **Background**

The District has the option to recover CAPP expenses through monthly water bills, through property taxes, or a combination of the two. The proposed CAPP charges are scaled by the customer's meter size to ensure the charge is equitable between customers. Property tax fees are collected by parcel from the owner. There is not a one-to-one relationship between CVWD accounts and parcels within the District. That is, some parcels have more than one meter and some meters serve more than one parcel. Therefore, the District must determine how to apply meter-based charges to each parcel before the CAPP charge could appear on property tax bills. This issue presents one of the more challenging barriers to successfully implement in a meter-based charge through tax role collection.

### **Methodology to resolve the challenges of each approach**

The District will identify instances where the account-parcel relationship is not one-to-one and propose potential solutions. These solutions may require input from individual customers, which would require staff outreach. The District will also identify instances where the value used for collecting tax revenue does not represent the true value of the parcel, due to exemptions. Additionally, the District would need to create and maintain a GIS database specifically for tracking these charges.

In parallel to this effort, the District will continue to explore the feasibility of recovering CAPP costs through customer water bills. This approach does not present the same data manipulation challenges as the property tax bill method. Instead, recovering CAPP costs through customer water bills presents challenges around preventing rate shock and retaining bill understandability for customers.

**Proposed schedule**

New charges established for the purpose of recovering CAPP costs would need to be adopted through a Proposition 218 process, whether these charges are recovered through property taxes or District water bills. The District plans to hold the next Proposition 218 public hearing for fiscal year 2027 rates and charges in May of 2026. To have the proposed CAPP charges ready for the public hearing in May 2026, the District needs to resolve the identified methodology issues this summer (2025). The District cannot update it's cost of service model and complete the Proposition 218 process until it resolves these methodology challenges.

**Recommendations:**

No action is needed today; however staff is looking for Board feedback on this issue.



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*Robert McDonald, P.E. MPA*

## STAFF REPORT

To: CVWD Board of Directors  
From: Bob McDonald, General Manager  
Prepared by: Maso Motlow, Management Analyst  
Date: March 7, 2025

### For Consideration: Consider Water Supply Impact Fee

#### Background

The District is currently exploring options for increasing its supply reliability as supplies become more variable and demand increases. Whether the District chooses to increase reliability through a local capital project, or strategies like banking, it will need funding. When considering alternative supply reliability projects, the District needs to understand what mechanisms it could use to fund these project (e.g., an impact fee), and how those costs would be charged to existing customers and new demands on the system.

Water supply reliability projects, whether the project is constructing a capital project like CAPP, utilizing groundwater banks, or purchasing supplemental water will have some combination of operation, maintenance, and capital costs. Different water supply reliability projects will also provide different levels of benefit to new versus existing users depending on whether the project is creating a permanent new water supply, a temporary new water supply, or changing management of an existing water supply. Therefore, the fee charged to a development or redevelopment project which increases existing water demands will vary based on the basis and cost structure of the water supply reliability project which provides the water.

#### Method

For the purpose of this analysis, the District is considering two options for water supply reliability projects. Option one, the District constructs the CAPP project which provides a new water supply to improve reliability for existing customers and provide supply for new customers. Option two, the District does not construct the CAPP project and instead pursues water management strategies like banking and supplemental water purchases.

#### Option 1: construct CAPP

If the District chooses to construct the CAPP project, the capital portion of the project cost will be the basis for an impact fee or become part of the District's Capital Cost Recovery Fee which is charged when a customer requests a new meter. The District must also consider whether the impact fee should include operation and maintenance (O&M) to date. CAPP is creating a

new water supply, not just refurbishing facilities for an existing supply or changing the timing and use of an existing supply. Without continued operation and maintenance, a new supply like CAPP could not provide water for customers. Therefore, new customers who join the system after CAPP is constructed are benefiting from the capital investment and the O&M payments of existing customers. As a result, it is reasonable to consider including O&M in an impact fee charged to new customers.

#### Option 2: do not construct CAPP

If the District chooses instead not to construct the CAPP project, it will need a mechanism to fund other supply reliability strategies like banking and supplemental water purchases. Funding for these strategies would likely be proportioned between an impact fee and water bill charges based on assumptions of whether the new supply was serving existing customers, or new system demand. It is important the portion of the cost attributed to an impact fee represents a reasonable estimate of the cost of providing service to new users without unduly burdening existing users. Capacity charges like impact fees are intended to capture the anticipated impacts of new or intensified demand on the system.

#### Plan for public outreach

The impact fee is a capacity charge, not a commodity fee and therefore does not need to go through a Prop 218 process. To notify customers of the proposed impact fee, the District will post on social media, send all customers a bill insert, and send emails to specific stakeholders. To gather feedback on the proposed fee, the District will advertise an online comment form.

#### Documentation of the Impact Fee

The District will develop two documents to support the impact fee including:

1. A **report** that documents the purpose of the fee, the cost basis for the fee, and the nexus between the payee and the basis of the fee; and
2. an **ordinance** to adopt the impact fee as a new capacity charge.

#### Timeline

- **January, February, March:** Presentations at board meetings on the motivation, calculation method, and impact of the fee
- **March:** Public comment period, Bill insert delivered to customers
- **April:** Review of comments
- **May:** Review of draft documents and adoption of final documents

#### **Recommendation**

N/A – This is an informational item that does not require a recommendation.



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*Robert McDonald, P.E. MPA*

## STAFF REPORT

To: CVWD Board of Directors  
From: Bob McDonald, General Manager  
Date: December 11, 2024

### **For Consideration: Approval of the Communications & Engagement Scope and Fee for the Carpinteria Advanced Purification Project (CAPP)**

#### **Background**

As part of the ongoing efforts to design, implement, and maintain proactive communication and engagement for the Carpinteria Advanced Purification Project (CAPP), the District has engaged an external consultant from Water Systems Consulting (WSC). This consultant has supported previous outreach tasks and continues to bring specialized expertise to ensure the community receives clear, timely information about the CAPP. While CVWD staff oversees the project and provides guidance, the consultant work described here is performed by WSC rather than District staff.

This next phase of outreach includes continued coordination with survey consultant FM3 Research, stakeholder outreach, development of public-facing materials, and ongoing updates to keep our customers and community members informed of the project's progress.

#### **Scope & Fee Highlights**

- 1. Client Coordination & Support**
  - Monthly coordination meetings with project teams.
  - Board presentations/attendance, as needed.
  - Collaboration with FM3 Research on survey review, edits, and presentation of results.
- 2. Outreach Strategy & Support**
  - Direct outreach planning for engaging neighbors, property owners, local officials, and other stakeholders.
  - Website updates and assistance with public messaging, as needed.

- Comprehensive strategy to prioritize actions for the coming months.
- 3. **Outreach & Education Materials**
  - FAQs, Bill Inserts, Fact Sheets, Brochures, Direct Mailers, Social Media Content
  - Stakeholder Presentation Template
  - Two Videos (a 30-second and up to a 2-minute version)

**Deliverables and Schedule:**

See attached Schedule of deliverables

**Fiscal Impact:**

- **Total Fee:** \$49,259, covering consultant work from March through July 2025

These activities will ensure that the public and key stakeholders remain well-informed about the CAPP’s objectives, schedule, and benefits while also addressing questions and concerns as the project moves forward.

The cost of CAPP outreach will be rolled into the overall cost of CAPP and funded from Loans and grants.

**Recommendation:**

- Authorize the District engage WSC of Outreach services per the Scope and Fee is as presented.

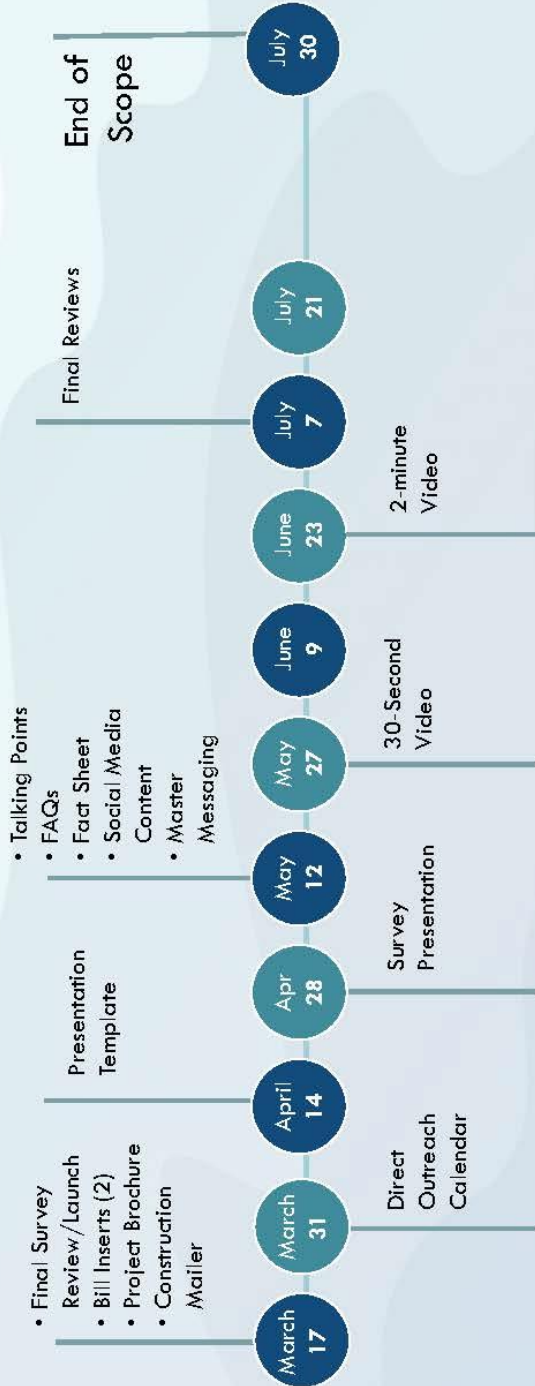
By approving this scope and fee, the Board enables the District to maintain robust community outreach and engagement, ensuring that the Carpinteria community stays informed and supportive of the CAPP.

**Attachments**

- CAPP\_Board\_CommsScope\_3-12-25.pptx
- CAPP\_Board\_CommsScopeFee\_3-12-25.pdf

# Deliverables Timeline\*

Ongoing Website Updates Public Messaging Support Document Updates & Edits Monthly Board Updates



\*Time indicates latest date when deliverable will be ready for client review, unless otherwise noted.

## Task 1 Client Coordination & Support

### 1.1 Client Coordination & Support

- Participate in monthly project meetings to receive project updates and align outreach effort with project milestones and needs.
- Develop quarterly report-outs of outreach activities, including engagement metrics for the website, social media, news articles, direct mailers, and more.
- Board attendance and presentations, as needed.
- Working with FM3 and CVWD, support the development of survey questions and facilitate edits. Present the survey results to the CVWD Board.
- Assist CVWD Staff with response to public messaging issues, as needed

Assumes communication support through July 2025

## Task 2 Outreach Strategy & Materials

The following materials will support actions and activities identified in the Outreach and Engagement Roadmap.

### 2.1 Direct Outreach Strategy & Support

- Develop strategies to engage key project stakeholders, including but not limited to neighbors, property owners, regulators, local elected officials, other agencies, organizations, etc.
- Support CVWD staff with ratepayer outreach.
- Establish priorities and proposed outreach action for the upcoming quarter.

### 2.2 Website Update Support

- Update Project information (timeline, descriptions, metrics etc.), as needed.
- Assist CVWD Staff with response to public messaging issues, as needed

### 2.3 Outreach and Education Materials

- Design and develop the following outreach materials (as needed):
  - FAQs
  - Bill Inserts
  - Project Talking Points/Fact Sheet
  - Project Brochure
  - Stakeholder Presentation Template
  - Direct Mailer
  - Social Media posts
  - Two Videos – A 30-second video for social media. A program video up to 2 minutes

**Assumption:** Does not include print or delivery costs.





Task No. Task Description	WSC					WSC Labor Hours	WSC Labor Fee	Expenses	WSC Fee
	Comms Support	Technical Support	Communications Lead	Graphic Design Lead	Technical Support				
	Sierra Orr	Christopher Malejan	Amy Stevens	Nina Thoming	David Williams				
<i>Billing rates, \$/hr</i>	\$322	\$301	\$257	\$230	\$180				
<b>1 Client Coordination &amp; Support</b>									
1.1 Client Coordination & Support	5		20			25	\$ 6,750	\$ -	\$ 6,750
<b>SUBTOTAL</b>	<b>5</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>25</b>	<b>\$ 6,750</b>	<b>\$ -</b>	<b>\$ 6,750</b>
<b>2 Outreach &amp; Communications</b>									
2.1 Direct Outreach Strategy & Support		5	20	8		33	\$ 8,485	\$ -	\$ 8,485
2.2 Website Support		2	10	5	2	19	\$ 4,682	\$ -	\$ 4,682
2.3 FAQs		1	5	2	1	9	\$ 2,226	\$ -	\$ 2,226
2.4 Bill Insert		1	2	2		5	\$ 1,275	\$ -	\$ 1,275
2.5 Talking Points	1	1	5	2	1	10	\$ 2,548	\$ -	\$ 2,548
2.6 Brochure	1	1	6	5	1	14	\$ 3,495	\$ -	\$ 3,495
2.7 Fact Sheet	1	1	4	3	1	10	\$ 2,521	\$ -	\$ 2,521
2.8 Presentation Template		1	4	8	1	14	\$ 3,349	\$ -	\$ 3,349
2.9 Direct Mailer	1	1	3	5	1	11	\$ 2,724	\$ -	\$ 2,724
2.10 Social Media		1	3	4	1	9	\$ 2,172	\$ -	\$ 2,172
2.11 Videos	2	3	15	15	1	36	\$ 9,032	\$ -	\$ 9,032
<b>SUBTOTAL</b>	<b>6</b>	<b>18</b>	<b>77</b>	<b>59</b>	<b>10</b>	<b>170</b>	<b>\$ 42,509</b>	<b>\$ -</b>	<b>\$ 42,509</b>
<b>COLUMN TOTALS</b>	<b>11</b>	<b>18</b>	<b>97</b>	<b>59</b>	<b>10</b>	<b>195</b>	<b>\$ 49,259</b>	<b>\$ -</b>	<b>\$ 49,259</b>

10% mark-up on direct expenses; 10% mark-up for sub-contracted services  
 Standard mileage rate \$0.700 per mile (or current Federal Mileage Reimbursement Rate)  
 Rates are subject to revision as of January 1 each year.



# Carpinteria Valley Water District

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GENERAL MANAGER

*Robert McDonald, P.E. MPA*

## STAFF REPORT

To: CVWD Board of Directors  
From: Bob McDonald, General Manager  
Date: March 7, 2025

### **For Consideration: Consider Engaging Earth Systems to Conduct Geotechnical Services for the Lat 10 Creek Crossing Project in an amount not to exceed \$21,000**

**Background:** Lateral 10 crosses Arroyo Paredon Creek. The crossing has become exposed and could be damaged in a large rain event. Additionally, the Department of Fish and Wildlife has determined that the crossing is a barrier to fish passage. The existing main is encased in concrete, but the creek is exposing this section, creating a fish barrier and increasing the risk of a break due to lack of support.

**Analysis:** The District plans to rebuild the section over the creek to eliminate the current barrier and remove the crossing from the creek. The current design requires geotechnical analysis along the creek banks to determine the design of the support stands and the required depth.

The current approved budget for this project is \$160,000, which may be sufficient. However, the cost to remove the existing pipe encased in concrete is uncertain and will depend on permit conditions set by the Department of Fish and Wildlife.

**Fiscal Impact:** The project has an authorized budget of \$160,000. Engaging Earth Systems is the first necessary step to develop a design and evaluate final permitting and cost. The proposed cost to complete the geotechnical work is \$21,000. Earth Systems' proposal is attached to this report.

**Recommendation:** Authorize the District to engage Earth Systems to conduct geotechnical analysis for the proposed replacement of the Lateral 10 pipeline crossing project.

**Sample Motion:** "Move to authorize the District to engage Earth Systems to complete a geotechnical analysis in an amount not to exceed \$21,000."





February 24, 2025

Proposal No.: SBA-25-02-010

Brian King  
Carpinteria Valley Water District  
1301 Santa Ynez Avenue  
California, California 93013

Project: Lateral 10 Creek Crossing  
Arroyo Paredon Creek off Cravens Lane  
Carpinteria, California  
Subject: **Proposal for Geotechnical Engineering Services**

## Introduction

Earth Systems Pacific (Earth Systems) is pleased to provide the following proposal to provide geotechnical engineering services for the proposed water pipeline bridge (exact design to be determined) over Paredon Creek in Carpinteria, California.

Our proposal is based on the understanding that our services proposed herein are subject to California Prevailing Wage law.

## Service Phases

Our proposal is divided into three elements, or phases, that correspond to various stages of the project itself. Phase 1 of our proposal relates to the geological/geotechnical study and report to be used as a basis for design; Phase 2 is for consultation with other design professionals during design; and Phase 3 is for construction monitoring (to be determined as a separate proposal). The estimated fee for the first phase is submitted with this proposal. Budgets for the latter two phases, which are dependent on design and construction schedules, can be refined and presented for Client approval as the project progresses.

## Scope of Services

The scope of services for the Phase 1 Geotechnical Engineering Report would generally include the following:

- A. Earth Systems will prepare for fieldwork by contacting Underground Service Alert (USA) and physically marking the proposed boring locations so that USA representatives will be able to clear the site for public utilities. The Client will need to provide Earth Systems with the locations of any on-site utilities not marked by USA prior to commencement of our drilling activities. Earth Systems will not be held responsible for damage to any utilities that were not marked or that were not brought to our attention prior to beginning our drilling activities.
- B. Earth Systems will explore the subsurface conditions and materials along the proposed sewer connection project by drilling about 2 borings with a subcontracted drilling rig (one boring at each of the 2 proposed support foundations). It is anticipated that the field exploration will take one

day. The planned depth of the borings is about 25 feet (if these depths can be reached). A representative of Earth Systems will log the borings and supervise the field study. Samples will be obtained from the borings and will be returned to our office for laboratory testing. The borings will be backfilled by tamping the removed cuttings back into the hole in about 2- to 3-foot vertical intervals. Any excess cuttings will be thinly placed onsite in dirt-surfaced areas. Access to the proposed construction areas should be authorized and cleared prior to our field exploration.

- C. Laboratory testing will be performed on soil samples collected during the field exploration to help identify and evaluate subsurface site characteristics. Tests should include, but may not be limited to: measurement of in-place moisture and density; determination of maximum density and optimum moisture of soil; direct shear testing of remolded samples; consolidation testing (if dense soils are deeper); and pH, resistivity, soluble chloride and soluble sulfate testing of soils.
- D. Once field and laboratory tests are complete, the data will be organized and analyzed by a member of our professional staff in order to develop conclusions and recommendations relevant to site development as we understand it.
- E. A Geotechnical Engineering Report will be prepared based on evaluation of the data obtained from the exploration and testing programs, and on experience and judgment. Included in the report will be discussion of regional and local geologic conditions; descriptions of the field and laboratory tests performed during our studies, discussions pertaining to the engineering properties of soil types encountered on-site, geologic hazards discussions, slope discussion, seismicity discussion, and recommendations for site improvement based on the geological and geotechnical conditions. Recommendations will include: criteria for grading; seismic design parameters; vertical, lateral and bearing pressures for use in structural design; estimated total and differential settlements; and minimum foundation design criteria based on the results of the field study.

It should be noted that our scope of services will not include any environmental assessment, or investigation for the presence or absence of wetlands, hazardous or toxic materials in the soil, surface water, groundwater or air, on, below, or around the subject

### **Schedule and Fee**

Earth Systems feels confident that we can provide the services proposed above in an expeditious manner. Upon acceptance of this proposal, work should begin within several weeks and the report should be completed about 6 weeks later.

The fee for this project will be billed on time and materials basis for an estimated fee of \$21,000.00. A copy of our current (2020) Fee Schedule, upon which this fee is based, is enclosed for your perusal.

Our reports are intended to address those items required for studies of this nature, and our reports have typically been deemed satisfactory in the past. However, the reviewing agencies sometimes request

that additional studies be performed prior to granting approval of a grading permit. Additional work required by the appropriate jurisdictional agencies, if any, is not included in the scope and fees proposed herein.

The services provided under Phase 2 would consist of consultation with project Engineers, and a review of the final plans. The plan review would be to assess general compliance with the earthwork and foundation recommendations of the Geotechnical Engineering Report into the project design plans and specifications. Actual fees for Phase 2 will be based on time and charges computed from the Fee Schedule unit prices.

Earth Systems intends to be on the project during the construction phase, as construction monitoring is a vital element of our assignment and we will be in the best position to provide effective construction monitoring. This is Phase 3 of our three-phase proposal. We propose to provide services during the construction to observe compliance with the design concepts, specifications and recommendations. These services would also allow for design changes in the event that subsurface conditions differ from those anticipated prior to start of construction. At this time, without knowing what the subsurface recommendations will be, Earth Systems has a difficult task of estimating construction monitoring costs. Actual fees for Phase 3 will be based on time and charges computed from the Fee Schedule unit prices.

Our proposal is based on the understanding that the services proposed herein are subject to California Prevailing Wage law. Earth Systems Pacific is in compliance with California Senate Bill 854 (Registration Number 1000003643). In the event that the Department of Industrial Relations approves increased Prevailing Wage law during the work period, Client agrees to allow Consultant to increase hourly rates to similarly adjust Consultant's employees' wages.

This proposal may be considered valid for a period of 90 days, at which time if it is not fully executed we reserve the right to modify our proposal in both scope and fee.

### **Terms for Services**

**1. Investigation, Monitoring and Inspection.** If the services include monitoring or inspection of soil, construction and/or materials, Client shall authorize and pay for Consultant to provide sufficient observation and professional inspection to permit Consultant to form opinions according to accepted statistical sampling methods as to whether the work has been performed in accordance with recommendations. Such opinions, while statistically valid, do not guaranty uniformity of conditions or materials. Similarly, soils and geology investigations do not guaranty uniformity of subsurface conditions. Client hereby represents and warrants that it has provided and shall provide to Consultant all information and sufficient advance notice necessary in order for Consultant to perform the appropriate level of services. No statement or action of Consultant can relieve Client's contractors of their obligation to perform their work properly. Consultant has no authority to supervise or stop the work of others.

**2. Site Access and Utilities.** Client has sole responsibility for securing site access and locating utilities.

**3. Billing and Payment.** Client will pay Consultant the proposal amount or, if none is stated, according to the fee schedule attached to the proposal. Prior to initiation of field work, a retainer is required. This retainer shall be maintained throughout the project and shall be applied to the final invoice. Payment is due on presentation of invoices, and is delinquent if Consultant has not received payment within thirty (30) days from date of an invoice. Client will pay an additional charge of 1 1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount that is disputed in good faith. Each payment will first be applied to accrued interest, costs and fees and then to the principal unpaid amount. All time spent and expenses incurred (including any in-house or outside attorney's fees) in connection with collection of any delinquent amount will be paid by the Client to Consultant per Consultant's current fee schedule. Services to be performed by Consultant hereunder which are not set forth in this proposal and/or Work Order are additional services. Any additional services provided by Consultant shall be subject to the terms of this contract and charged per Consultant's current fee schedule.

**4. Ownership of Documents.** Consultant owns all documents it creates and grants Client limited license to use the documents for the purposes stated in the documents. Consultant reserves the right to withhold delivery of documents to Client until payment in full of current invoices has been received.

**5. Termination.** This agreement may be terminated by either party effective seven (7) days from the date of written notice, or if the client suspends the work for three (3) months. In the event of termination, Consultant will be paid for services performed prior to the date of termination plus reasonable termination expenses. If Consultant has not received payment for any invoice within thirty (30) days from the date of the invoice, or in the event of anticipatory breach by Client, Consultant may suspend performance of its services immediately and may terminate this contract.

**6. Risk Allocation.** In order for Client to obtain the benefit of a fee which includes a lesser allowance for compensating Consultant for its litigation risk, Client agrees to indemnify, hold harmless and defend Consultant, its agents, employees, or officers, from and against any and all loss, claim, expenses, including attorney's fees, injury, damages, liability or costs arising out of non-design services (i.e., services other than as defined by Civil Code Section 2784) performed by Consultant on this project, except where such loss injury, damage, liability, cost, expenses or claims are the result of the sole negligence or willful misconduct of Consultant. Client further agrees to limit the total aggregate liability of Consultant, its agents, employees, and officers to Client, on the entire project, to the greater of \$25,000.00 or total fees charged by Consultant, except that Consultant's liability for willful misconduct shall not be limited. Client agrees to provide to Consultant proof of insurance covering claims for property damage including construction defects and related personal injury on an occurrence basis in an amount of not less than \$1 million per occurrence and in the annual aggregate. These terms may be negotiable depending on the particular facts of your project. You should consult with an attorney experienced in construction contracts and litigation regarding this provision.

**7. Hazardous Materials.** Consultant is responsible only for hazardous materials brought by Consultant onto the site. Client retains ownership and responsibility in all respects for other hazardous materials and associated damage.

**8. Third Parties and Assignment.** This Contract is intended only to benefit the parties hereto. No person who is not a signatory to this Contract shall have any rights hereunder to rely on this Contract or on any of Consultant's services or reports without the express written authorization of Consultant. This Contract shall not be assigned by Client without the Consultant's written consent. This Contract is binding on any successor companies to Client or Consultant, and on the surviving corporation in the event of a merger or acquisition.

**9. Prevailing Wage.** Our proposal is based on the understanding that our services, as outlined in this proposal, are subject to the California Prevailing Wage Law.

**10. Governing Law, Survival and Forum Selection.** The contract shall be governed by laws of the State of California. If any of the provisions contained in this agreement are held invalid, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnities, representations and warranties by Client will survive termination of this agreement. The signatories represent and warrant that they are authorized by the entities on whose behalf they sign to enter into this contract and that their principals have filed fictitious business name statements, if required. All disputes between Consultant and client related to this agreement will be submitted to the court of the county where Consultant's principal place of business is located, and client waives the right to remove the action to any other county or judicial jurisdiction.

**11. Additional Services.** Services to be performed by Consultant hereunder which are not set forth in this proposal and/or Work Order are "Additional Services." Should Client request any Additional Services, such services shall be charged per Consultant's current fee schedule. Client shall provide written confirmation within three (3) days of any verbal authorization to the Consultant for Additional Services, but Client's failure to do so shall not relieve the Client from its obligation to pay the Consultant for such services.

Upon acceptance of this proposal, please sign, date, and return one copy to **EARTH SYSTEMS PACIFIC**, 5917 Olivas Park Drive, Unit F, Ventura, California 93003.



February 24, 2025

Proposal No.: SBA-25-02-010

Respectfully submitted,

**EARTH SYSTEMS PACIFIC**



Todd J. Tranby  
Engineering Geologist No. 2078  
Vice President

AGREED TO AND ACCEPTED

---

Client Signature and Title

---

Client Name (in print)

---

Date

Enclosure:           2025 Fee Schedule  
Copies:               1 - Client  
                          1 - Proposal File



## FEE SCHEDULE

(Effective January 1, 2025)

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

<b><u>PERSONNEL</u></b>	<b><u>Hourly Rate</u></b>
Principal Professional .....	\$245.00
Associate Professional .....	\$230.00
Senior Professional .....	\$215.00
Project Professional.....	\$190.00
Staff Professional .....	\$170.00
Certified Welding Inspector, Prevailing Wage*.....	\$170.00
Field Services Supervisor.....	\$160.00
Non-Destructive Testing (NDT) Inspector .....	\$160.00
Certified Welding Inspector.....	\$160.00
Special Inspector, Prevailing Wage* .....	\$155.00
Technical Assistant.....	\$145.00
Technician, Prevailing Wage* .....	\$140.00
Special Inspector.....	\$130.00
Technician.....	\$115.00
Clerical/Administrative .....	\$100.00

\*Technician/Inspector Classifications as defined by the State of California Department of Industrial Relations.

## **BASIS OF CHARGES**

- Field technician services for non-prevailing wage projects on regular workdays will be subject to a 2-hour minimum charge and billed in 2-hour increments. Special inspection services and all prevailing wage project services will be subject to a 4-hour minimum charge and billed in 4-hour increments. Hourly charges will accumulate on a portal-to portal basis. Work performed on weekends, holidays, and when work starts outside of regular business hours is subject to a 4-hour minimum charge. A 2-hour cancellation charge will apply if scheduled inspection or testing is cancelled after 3 p.m. the day prior to the scheduled work. Saturdays, night work, and premium hours (before 7 a.m., after 5 p.m. or in excess of 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time.
- The prevailing wage rates presented above are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, the quoted rates will be adjusted to correspond to the change. Also, please note that requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
- Nuclear gauge charge: \$15.00/hour.
- Mileage zone charge (portal to portal): \$25 within 10 miles, \$50 within 20 miles, \$75 within 30 miles, \$100 within 40 miles, \$125 within 50 miles. For more remote sites, a quote can be provided.
- Subcontractors and other expenses will be charged at cost plus 20 percent.
- Out-of-town travel and expenses will be charged at cost plus 20 percent. Fixed per diem rates for specific projects can be provided upon request.

7. Minimum report charge: \$450.00. Posting of electronic documents to project websites will be charged at clerical/administrative services rate.
8. Invoices are payable upon presentation. Invoices thirty days past due will be subject to a service charge of one and one-half percent per month.
9. Fees for depositions, hearings, and/or court appearances (as Expert Witness) are listed on a supplemental fee schedule.
10. Due to State regulations requiring electronic submittal of Certified Payroll to DIR for prevailing wage projects, a fee of \$100 per project will be assessed weekly over the duration of the project.
11. Payments using a credit card will be assigned a 3% convenience fee.
12. Rates are effective through December 31, 2025. Hourly rates for prevailing wage work will be subject to adjustment based upon changes in general prevailing wage determinations by the Department of Industrial Relations (DIR). For estimating purposes, an annual fee increase of 5 percent should be assumed for prevailing wage rates.

**SUBCONTRACTED SERVICES**

Subcontracted services are to be billed at cost plus 20%. Subcontracted services include, but are not limited to, consultants' fees, equipment rental (such as drilling, trenching and special access equipment), materials, freight, outside laboratory tests, aerial photographs, permit fees, and incidental expenses. Subcontracted services do not include subcontracted Special Inspectors, who will be billed at the rates shown on Page 1 of this Fee Schedule

**SPECIAL FIELD SERVICES**

Geophysical work, pile load tests, vane shear tests, piezometer installations, slope indicator installations, and other special tests can be quoted on an individual basis.

**ENVIRONMENTAL SERVICES**

Rates for environmental sampling, safety, and testing equipment can be provided on request. All rentals or purchases of required equipment and supplies, as well as subcontracted services, will be invoiced at cost plus 20%. Testing of contaminated soil will be per quote. Contaminated samples will be returned to sender for proper disposal.

**SOILS LABORATORY FEES**

Atterberg Limits/Plasticity Index (ASTM D 4318): .....	\$260.00
California Bearing Ratio, 3 points (ASTM D 1883) .....	\$700.00
California Impact (CT 216) .....	\$285.00
Consolidation, one dimensional (ASTM D 2435) .....	\$260.00
Consolidation, timed, per point .....	\$110.00
Corrosivity Tests (EPA 300) .....	\$230.00
Direct Shear, 3 points (ASTM D 3080) .....	\$430.00
Expansion Index Test (ASTM D 4829) .....	\$230.00
Hydrocollapse Potential Test (ASTM D 5333) .....	\$175.00
Long Hydrometer Analysis, assumed specific gravity, with 200 wash (ASTM D 422, CT 203) .....	\$315.00
Maximum Density and Optimum Moisture:	
4" Mold (ASTM D 1557) .....	\$330.00
6" Mold (ASTM D 1557) .....	\$380.00
Moisture and Unit Weight Determination, from ring samples (ASTM D 2937) .....	\$50.00
Moisture Only (ASTM D 2216) .....	\$40.00
Permeability Tests, constant head, falling head (EPA 9100) .....	Per Quote
R-Value (ASTM D 2844, CT 301) .....	\$355.00
Sand Equivalent (ASTM D 2419, CT 217) .....	\$180.00
Short Hydrometer, assumed specific gravity, with 200 wash (ASTM D 422) .....	\$210.00

Sieve Analysis with 200 wash (ASTM D 1140, CT 202) .....	\$230.00
Sieve Analysis without 200 wash, Aggregate Base or Sub-base .....	\$160.00
Sieve Analysis, Percent Passing No. 200 Sieve.....	\$175.00
Sieve Analysis of Oversize Material .....	Per Quote
Specific Gravity (ASTM D 854) .....	\$185.00
Swell Test, Undisturbed.....	\$215.00
Swell Test, Remolded .....	\$240.00
Unconfined Compressive Strength, untreated (ASTM D 2166) .....	\$185.00
Unconfined Compressive Strength, Lime or Cement Treated Material .....	\$505.00

**MATERIALS LABORATORY TESTING FEES**

An additional hourly charge (\$100/hr.) will be applied for cutting, capping, or other preparation of non-standard samples. All compression test fees include formal report following 28-day tests. Formal reports for earlier tests will be subject to an additional report fee of \$25.

**AGGREGATE**

Abrasion, L.A. Rattler, 100 & 500 revolutions, ASTM C 131 (Small Size Aggregate) .....	\$310.00
Abrasion, L.A. Rattler, 100 and 500 revolutions ASTM C535 (Large Size Aggregate) .....	\$570.00
Absorption, Coarse Aggregate (ASTM C 127, CT 206) .....	\$110.00
Absorption, Fine Aggregate (ASTM C 128, CT 207) .....	\$160.00
Clay Lumps and Friable Particles in Aggregate (ASTM C 142) .....	\$120.00
Cleanness Value of Coarse Aggregate (CT 227) .....	\$160.00
Crushed Particles, each size (CT 205) .....	\$160.00
Durability Index, Coarse or Fine Aggregate (ASTM C 3744, CT 229).....	\$210.00
Flat and Elongated Particles in Aggregate (ASTM C 4791) .....	\$120.00
Organic Impurities in Fine Aggregate (ASTM C 40, CT 213).....	\$110.00
Potential Reactivity of Aggregate by Chemical Method, each size (ASTM C 289).....	Per Quote
Sieve Analysis, washed (ASTM C 117, CT 202).....	\$220.00
Soundness, Sodium Sulfate, 5 cycles (ASTM C 88) .....	\$510.00
Specific Gravity, Coarse Aggregate (ASTM C 127) .....	\$160.00
Specific Gravity, Fine Aggregate (ASTM C 128) .....	\$160.00
Uncompacted Void Content, Fine Aggregate, incl. specific gravity (ASTM C 1252, AASHTO T304, CT 234) .....	\$290.00
Unit Weight of Aggregate (ASTM C 29) .....	\$160.00

**CONCRETE CYLINDERS, BEAMS AND CORES**

Compression Test of Cast Cylinders, includes disposal fee and report after 28 days (ASTM C 39).....	\$45.00
Compression Test of Cored Samples, does not include coring, but includes disposal fee (ASTM C 42) .....	\$105.00
Compression Test of Cores Delivered by Others .....	\$90.00
Compression Test of Lightweight Concrete (ASTM C 495) .....	\$55.00
Grading of Shotcrete Cores, does not include coring (ACI 506.2) .....	\$330.00
Density of Concrete Cylinders (ASTM C 138).....	\$85.00
Density of Hardened Concrete (ASTM C 642).....	\$115.00
Shrinkage of Beams, set of 3 (ASTM C 157).....	\$420.00
Flexural Strength, Simple Beam with Third Point Loading (ASTM C 78, CT 523) .....	\$190.00
Unit Weight of Lightweight Concrete (ASTM C 567) .....	\$140.00
Enviro Recycle Fee/Form Stripping, Per Shotcrete Panel/Beam .....	\$75.00

**MASONRY**

Absorption of Block, set of 3 (ASTM C 140).....	\$175.00
Compression Test on Block, set of 3 (ASTM C 140) .....	\$175.00
Compression Test on Grout Prisms, includes cutting and disposal fee (ASTM C 1314). .....	\$310.00

Compression Test on Masonry Cores (ASTM C 140) .....	\$90.00
Compression Test, 2" x 4" Mortar Cylinders (ASTM C 780) .....	\$55.00
Compression Test, 3" x 3" x 6" Grout Samples (ASTM C 1019) .....	\$55.00
Moisture Content of Block as received, set of 3 (ASTM C 140) .....	\$130.00
Shear Test on Masonry Cores, 2 faces .....	\$185.00
Unit Weight of Block, set of 3 (ASTM C 140) .....	\$175.00
Coring of Grouted Masonry by Subcontractor .....	cost + 20%
Enviro Recycling Fee, Per Masonry Prism .....	\$10.00
Enviro Recycling Fee, Per Mortar or Grout Sample .....	\$10.00

**ASPHALTIC CONCRETE**

All fees for asphaltic concrete assume that asphalt mix is made in the field. Please request quotes if mix is to be made at our laboratory.

Bulk Specific Gravity of Core Samples (ASTM D 2726 and 1188, CT 308).....	\$65.00
California Kneading Compactor (Hveem LTMD) Max Density on set of 3 (CT 308).....	\$410.00
Extraction of Oil from AC Mixtures.....	\$260.00
Extraction of Oil from Rubberized Mixtures (ASTM C 2172) .....	\$325.00
Gyratory Compactor, field mixed asphalt (AASHTO 3112) .....	Per Quote
Hamburg Wheel Tracker Test, per set of field mixed asphalt (AASHTO 324).....	Per Quote
Hazardous Waste Handling Charge for Extracted Oils.....	\$40.00
Ignition Oven Binder Content Correction Value, per mix (ASTM D 6307) .....	\$860.00
Ignition Oven Binder Content after initial correction value is determined .....	\$180.00
Ignition Oven Gradation Correction Value, per mix .....	Per Quote
Ignition Oven Gradation after initial correction value is determined .....	\$280.00
Sieve Analysis of Extracted Aggregate (ASTM C 5444) .....	\$220.00
Specific Gravity, Theoretical Maximum, Rice Method (ASTM D 2041, CT 309) .....	\$160.00
Stabilometer (Hveem S-Value), set of 3 (ASTM D 1560, CT 366) .....	\$255.00
Enviro Recycling Fee, Per Sample .....	\$10.00
Enviro Recycling Fee for Extracted Oils .....	\$55.00

**MISCELLANEOUS TESTING AND EQUIPMENT CHARGES**

Anchor Pull Test Equipment .....	\$25.00/hr
Curing Containers.....	\$50.00/day
Dynamic Cone Penetrometer (DCP) .....	\$150.00/day
Hand Auger/Sampler Equipment.....	\$85.00/day
High Strength Bolt, Nut, Washer Testing.....	Per Quote + 20%
Manometer (Liquid Level) Survey Equipment .....	\$160.00 day
Nuclear Gauge .....	\$15.00/hr.
Pachometer .....	\$210.00 day
Pile Load Test Equipment .....	Per Quote
Rebound Hammer (Schmidt Hammer) .....	\$85.00/day
Reinforcing Steel Tensile and Bend Tests, No. 3 through No. 9 Bars (ASTM A 615).....	\$185.00
Reinforcing Steel Tensile and Bend Tests, No. 10 Bars and larger .....	Per Quote
Skidmore Device .....	\$260.00/day
Torque Wrench.....	\$85.00/day
Water Level Indicator .....	\$65.00/Day
Per Diem .....	Per Quote
DIR Compliance/eCPR, per week.....	\$95.00
DSA Box Posting, per week .....	\$95.00

**EXPERT WITNESS SERVICES**

The following rates apply to deposition testimony, arbitration testimony, hearings and court appearances.

**HOURLY CHARGES FOR PERSONNEL**

Principal Professional .....	\$550.00
Associate Professional .....	\$450.00
Senior Professional.....	\$400.00
Clerical/Admin Services .....	\$155.00

**SPECIAL SERVICES**

Deposition .....	\$600.00/hr.
Arbitration .....	\$600.00/hr.
Court Appearance/Hearings .....	\$3,000.00/half day
Standby to Appear .....	\$1,750.00/day

**BASIS OF CHARGES**

1. Hourly rates are charged during investigation, analysis, consultation, and preparation services.
2. Estimated deposition fee payable in advance by party requesting deposition. The difference between advancepayment and final fee to be billed or refunded in accordance with the fee and billing information in this schedule.Fee for reviewing deposition transcript will be billed at hourly rates to the party requesting the review.
3. Minimum half day charge will apply to court appearances and hearings. Time extending through the noon hour will be subject to the full day charge of \$4,000.00.
4. Days, or portions thereof, reserved for appearances at hearings, court, or arbitrations, during which we are not required to be away from our offices will be subject to a standby charge of \$750.00. Standby at other locationswill be charged at the general hourly rates.



# We are Empower

EMPOWERING FINANCIAL FREEDOM FOR ALL



# Empowering financial freedom for all.

[ALL ABOUT EMPOWER >](#)

[AWARDS & RECOGNITION >](#)

[EMPOWER'S HISTORY >](#)

[OUR CULTURE & VALUES >](#)

[DIVERSITY & INCLUSION >](#)



# We are Empower



**2<sup>nd</sup>**  
LARGEST RETIREMENT SERVICES PROVIDER IN THE COUNTRY<sup>1</sup>

**18** million+  
INDIVIDUALS WORKING WITH US<sup>2</sup>

**\$1.6** trillion+  
ASSETS UNDER ADMINISTRATION<sup>2</sup>

**#1** participant  
GROWTH RATE<sup>3</sup>

**83,000+**  
RETIREMENT PLANS UNDER ADMINISTRATION<sup>2</sup>

1 2023 Pension & Investments Defined Contribution Survey, Ranking based on participant count.

2 As of March 31, 2024. Information refers to all retirement business of Empower Annuity Insurance Company of America (EAICA) and its subsidiaries, including Empower Retirement, LLC; Empower Life & Annuity Insurance Company of New York (ELAINY); and Empower Annuity Insurance Company (EAIC), marketed under the Empower brand. EAICA's consolidated total assets under administration (AUA) were \$1,627.0B. AUA is a non-GAAP measure and does not reflect the financial stability or strength of a company. EAICA's statutory assets total \$72.5B and liabilities total \$67.4B. ELAINY's statutory assets total \$7.1B and liabilities total \$6.7B. EAIC's statutory assets total \$97.0B and liabilities total \$96.1B.

3 Participant growth data from 2023 PLANSPONSOR DC Recordkeeping Survey (data as of December 31, 2022), and 2013 PLANSPONSOR DC Recordkeeping Survey (data as of December 31, 2012) for historical calculations.

# Awards & recognition



## NO. 1 CHOICE OF INDUSTRY PROFESSIONALS



PLANADVISER Retirement Plan Adviser Survey<sup>1</sup>  
Ranked #1 in 12 of 22 categories including:

- Value for price
- Plan design flexibility
- Payroll integration
- Advisor sales and marketing support
- Fee structure for advisors
- Web tools and functionality



## HIGH RATINGS FROM ADVISORS

2024 National Association of Plan Advisers' Choice Award<sup>2</sup>  
Top Service ratings for recordkeepers in all five asset ranges, from micro to mega



## OUTSTANDING SERVICE

PLANSPONSOR Defined Contribution Survey<sup>3</sup>  
Ranked one of the top service providers with 26 Best-in-Class Awards



## COMMUNICATIONS AWARDS



- 1 2023 PLANADVISER Retirement Plan Adviser Survey as of February 2024.
- 2 National Association of Plan Advisers 2024 Advisors' Choice Awards.
- 3 2023 PLANSPONSOR Defined Contribution Survey as of February 2024.
- 4 2024 Communicator Awards (23 awards)
- 5 2024 Hermes Creative Awards (22 awards)
- 6 2024 Marcom Awards (46 awards)
- 7 2023 National Association of Government Defined Contribution Administrators, Inc. (NAGDCA) Leadership Awards (5 awards)
- 8 2024 Plan Sponsor Council of America (PSCA) Signature Awards (2 awards)

# Empower's history



# We serve our customers



## Our culture

## Our values

Customer obsessed



We do the right thing

Accountable



We own it

Growth mindset



We lead

Constantly improving



We simplify

Inclusive



We collaborate

ALL ABOUT

ISTORY

# Diversity, equity, inclusion & belonging



## 2023 DISABILITY EQUALITY INDEX REPORT

Recognized among best places to work for disability inclusion<sup>1</sup>



## LEADER IN WORKPLACE INCLUSION

Empower received a score of 100 in the Human Rights Campaign Foundation's Corporate Equality Index, for LGBTQ+ workplace inclusion<sup>2</sup>

## CEO **ACT!ON** FOR DIVERSITY & INCLUSION

## CEO ACTION FOR DIVERSITY & INCLUSION

Our CEO has pledged a commitment to advance our diversity and inclusion initiatives

1 Disability Equality Index Report, July 2023.  
2 2023 Corporate Equality Index.

## COMMITTED TO CREATING A WELCOMING WORKPLACE



TALENT STRATEGY



BUSINESS RESOURCES GROUPS



EDUCATION & AWARENESS



DEIB COUNCIL



NEXT-GEN THOUGHT LEADERSHIP

ALL AB

RY >

# Benefit from the Empower difference

Empower supports industry-leading organizations and some of the most complex retirement savings plans.

We offer a dedicated large market service model with high service-to-client ratios, and we believe our results show that we put you and your participants' needs first.

- Our culture and values are the foundation of our success.
- We work with clients the way they want to work with us.
- Our holistic planning experience drives results.
- Fiduciary advice solutions are available for all employees.
- Simplifying administration with a modern technology platform.
- We follow a very simple philosophy regarding fees.

## Key stats

**73** **5-YEAR AVERAGE NET PROMOTER SCORE<sup>1</sup>**

- Dedicated teams supporting NFP clients
- Client advisory forums to guide product development
- Expertise engaging broad employee base

We created Empower University to ensure associates are trained on the Empower Standard of Client Service.

<sup>1</sup> Net Promoter Score (NPS) measures customer experience. According to Bain & Co., the creator of the NPS, NPS above 20 is considered favorable, above 50 is excellent, 70 is world class. NPS data as of April 30, 2024. 5-year average from 2019-2024.

# The Empower participant experience

Putting the employee at the center of everything we do



WEBSITE EXPERIENCE AND APP



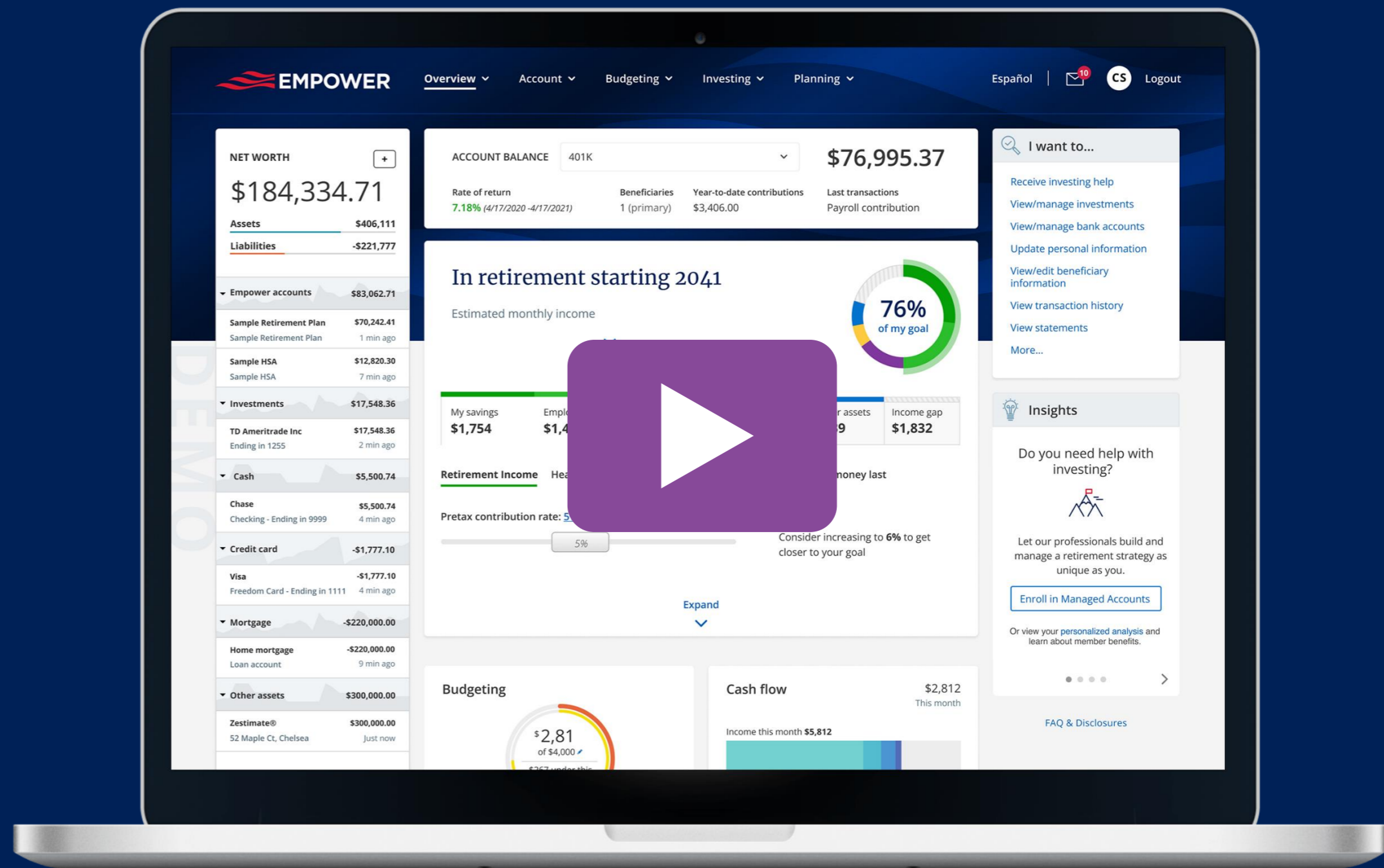
FINANCIAL WELLNESS



PERSONALIZED COMMUNICATIONS



FIDUCIARY ADVICE SOLUTIONS



FOR ILLUSTRATIVE PURPOSES ONLY.

[Learn more](#) about our savings experience

# Employee website and app

## Consistent access at home or on the go

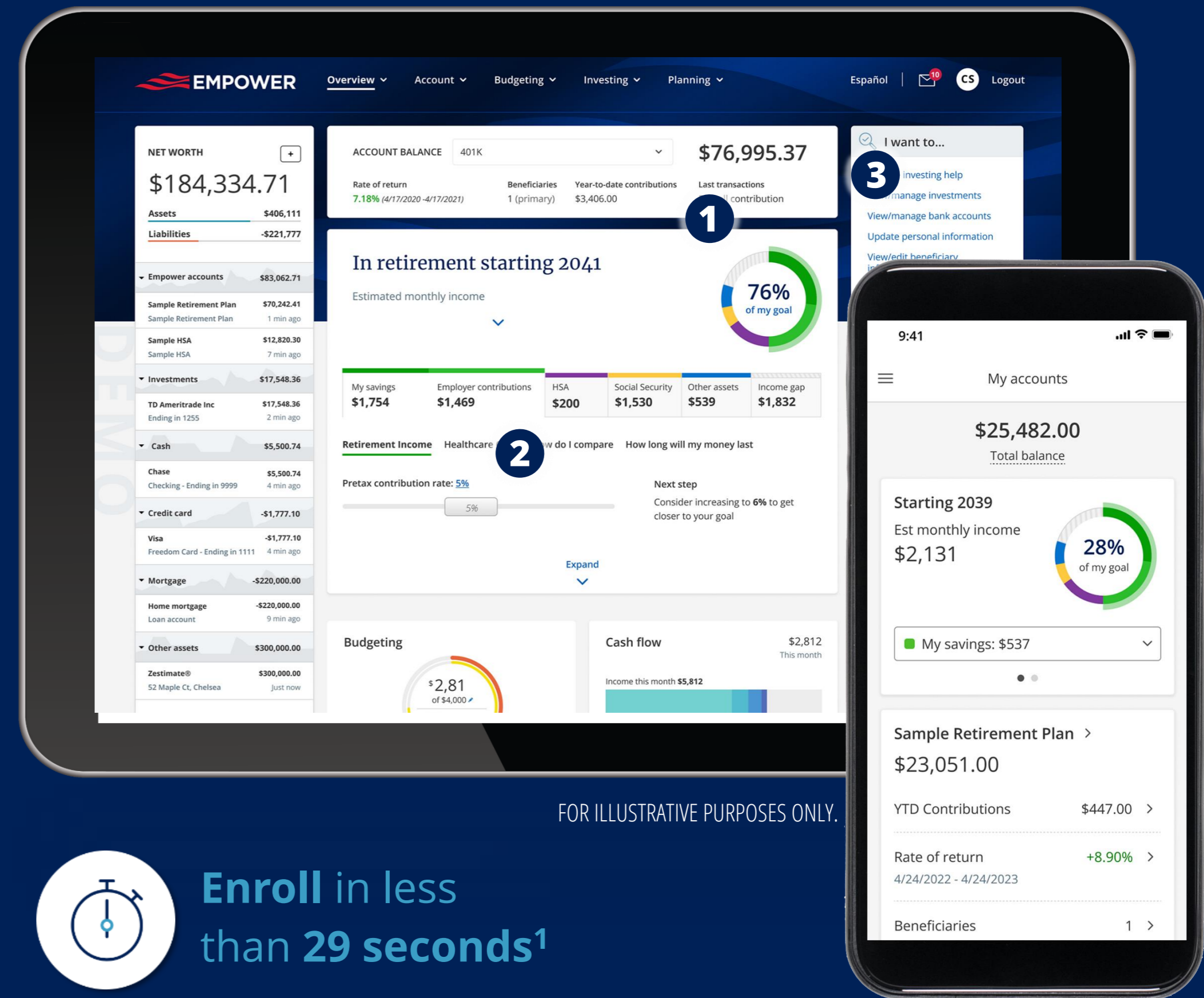
Empower helps to put the plan at their fingertips.

- 1 Instant access to your account balance and the Lifetime Income Score<sup>SM</sup>.
- 2 Easily adjust contributions and rebalance portfolios.
- 3 One click translation to Spanish (with statements also delivered in Spanish)



**Empower app** ★★★★★

Available on iOS<sup>®</sup> and Android<sup>™</sup> devices  
Rated 4.7 out of 5.0 on the Apple<sup>®</sup> App Store<sup>®</sup><sup>2</sup>  
Over 150,000 5-star app ratings<sup>2</sup>



**Enroll in less than 29 seconds<sup>1</sup>**

FOR ILLUSTRATIVE PURPOSES ONLY.

1 Based on enrollment data for the period January 1, 2023 through November 30, 2023  
2 App Store<sup>®</sup> from Apple<sup>®</sup> ratings and reviews as of January 1, 2024.  
iPhone, iPad, Apple and App Store are trademarks of Apple Inc. Android, Google Play and the Google Play logo are trademarks of Google LLC. iOS is a registered trademark of Cisco in the U.S. and other countries and is used under license.

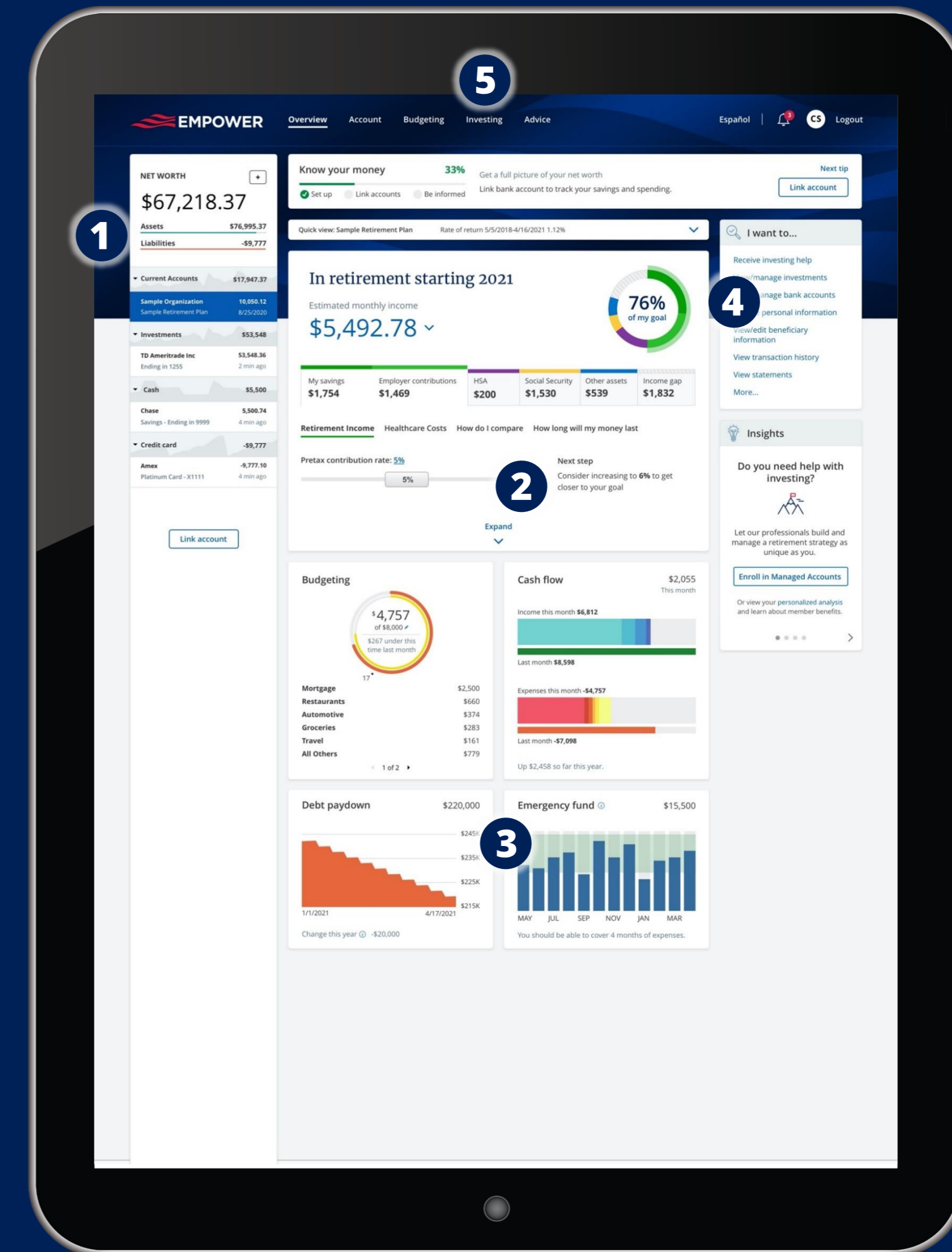


# Financial wellness

## Action driving outcomes

Our goal is to help people achieve financial wellness through educational tools and personalized advice.

- 1 Employees can link outside accounts through the Empower Personal Dashboard™ to see a holistic view of estimated retirement income, net worth, savings, spending, and debt.
- 2 Personalized “next steps” guide employee to take an action, based on their unique situation.
- 3 Content is customized to the employee’s financial situation, and intuitive tiles help simplify budgeting, cash flow and debt paydown.
- 4 One-click navigation provides easy access to often-used retirement plan functionality.
- 5 Access is provided to a comprehensive financial education library, interactive learning modules and calculators like our [Retirement Planner](#).



FOR ILLUSTRATIVE PURPOSES ONLY.

# Employee communications

## Personalized communications

Helping employees take action based on their needs

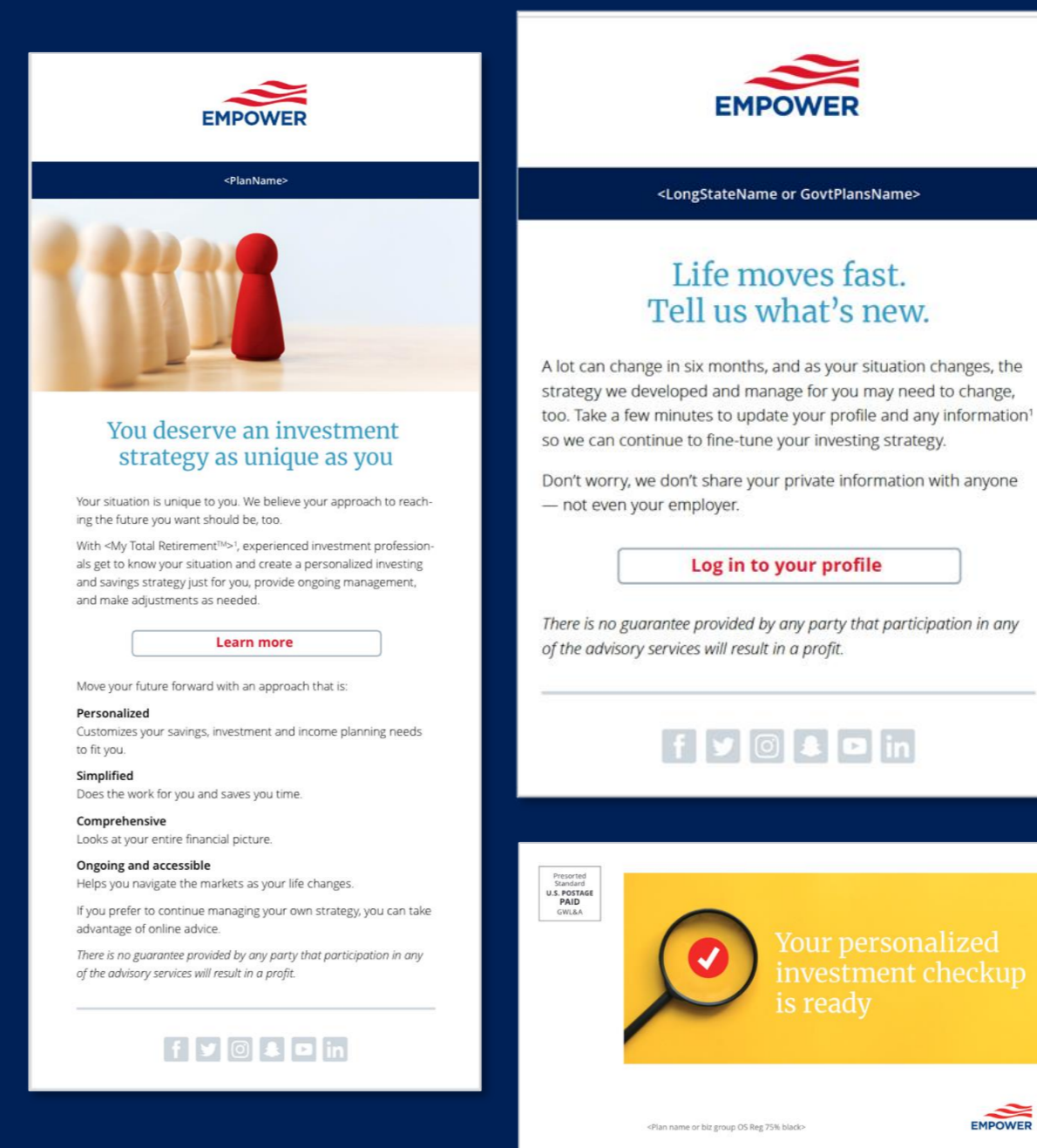
- ▶ Targeted, one-to-one messaging
- ▶ Timely, relevant and tailored to their needs
- ▶ Available at no additional cost

## Goal-based campaigns

Addressing employees' unique goals

- ▶ Targeted content to groups of employees with similar needs
- ▶ A variety of plan-wide messages or specific objectives
- ▶ Campaigns that have already proven successful

1 Empower data as of June 30, 2023. Engagement defined as use of web, app, or calls during the defined period; measured for two 12-month periods, July to June 2022 and July to June 2023.



PARTICIPANTS RECEIVING ECE MESSAGES ENGAGED

24




MORE FREQUENTLY THAN INDIVIDUALS RECEIVING TRADITIONAL COMMUNICATIONS<sup>1</sup>

# Fiduciary advice solutions

We offer flexible personalized advice when people want it and need it

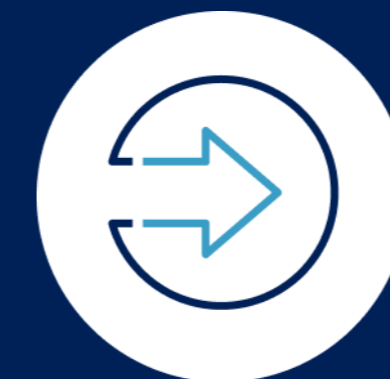
- Online Advice with specific point-in-time recommendations
- Professionally managed account solutions for the automatic management of investment strategies

Communicated via the channels they prefer

-  ➤ Virtually
-  ➤ Digitally
-  ➤ Over the phone



➤ **ADVISORY SERVICES**



➤ **EMPOWER DYNAMIC RETIREMENT MANAGER™**



➤ **WORKPLACE PLANNING AND ADVICE (WPA)**



## Personalized advice strategies<sup>1</sup>

Strategies that evolve based on individual needs

We provide integrated technology with flexible unbiased advice options that allow individuals the choice for us to monitor and manage their retirement investments or provide them point-in-time advice so they can implement the investment changes on their own.

PEOPLE VALUE AND WANT ACCESS TO ADVICE<sup>2</sup>

**85%** FEEL FINANCIALLY READY FOR RETIREMENT  
WORKING WITH AN ADVISOR

**91%** WANT UNBIASED ADVICE  
THROUGH THEIR RETIREMENT PLAN

<sup>1</sup> Point-in-time advice provided by an Empower representative may include savings, investment allocation, distribution, and rollover advice, including advice on consolidating outside retirement accounts.

<sup>2</sup> Empower, "Empowering America's Financial Journey (superscript) TM", December 2023.



# Empower Dynamic Retirement Manager™

## A flexible retirement solution

Dynamic Retirement Manager is a dual-qualified default investment alternative that qualifies as a "safe harbor" for plan fiduciaries automatically investing assets for individuals in the plan in the absence of them providing investment direction.

## How the process works



### TARGET DATE FUNDS

Solely based on age and risk tolerance



### TRANSITION CRITERIA

Automatically transitions people as they age when they may have more complex financial situations.

**Many plans use 45-50 years of age.**



### MY TOTAL RETIREMENT

Professionally managed accounts provide people with a personalized saving and investing strategy along with retirement income planning.





## Workplace Planning and Advice

Complementing Advisory Services with point-in-time fiduciary advice<sup>1</sup>

Our retirement consultants are available to help your people by:

- Providing best-interest fiduciary advice
- Reviewing their current financial situation
- Helping them improve their financial health
- Offering strategies for saving and investing
- Planning for retirement or other goals
- Consolidating accounts

<sup>1</sup> Point-in-time advice provided by an Empower representative may include savings, investment allocation, distribution, and rollover advice, including advice on consolidating outside retirement accounts.  
<sup>2</sup> Empower Workplace Planning and Advice survey data as of December 31, 2023.



**AFTER MEETING WITH A RETIREMENT CONSULTANT, PEOPLE FELT<sup>2</sup>:**

- **92% MORE KNOWLEDGEABLE**
- **92% SATISFIED WITH THE EXPERIENCE OVERALL**

# Our commitment to proactive, reliable service starts with a great team

A designated not-for-profit service team with plan operations and compliance experience designed to help improve outcomes for your plan and your employees.



RELATIONSHIP  
MANAGER



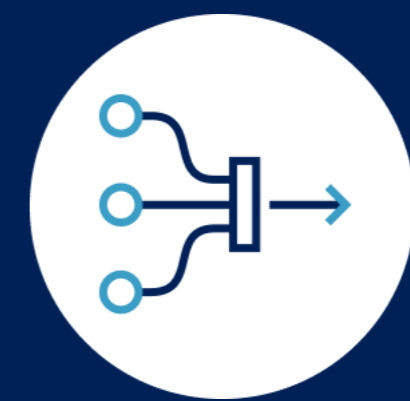
CLIENT SERVICE  
MANAGER



COMMUNICATION  
STRATEGIST



ERISA  
CONSULTANT



IMPLEMENTATION  
CONSULTANT

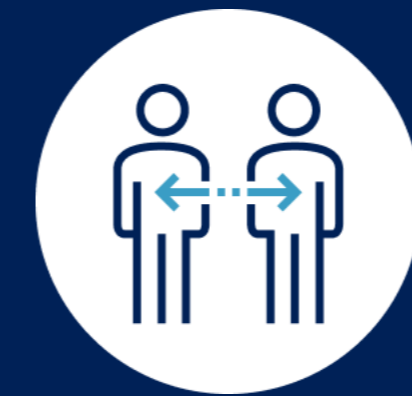


EDUCATION  
SUPPORT



Learn more about Empower's focus on client service

Your **RELATIONSHIP MANAGER** develops a firm understanding of plan demographics to establish plan goals and an annual business plan. They will also work closely with each service team member to continuously work to improve every facet of your plan.



**RELATIONSHIP  
MANAGER**



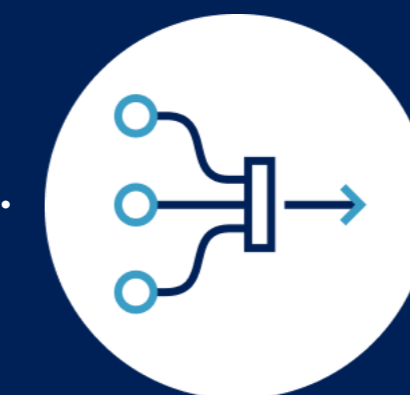
**CLIENT SERVICE  
MANAGER**



**COMMUNICATION  
STRATEGIST**



**ERISA  
CONSULTANT**



**IMPLEMENTATION  
CONSULTANT**



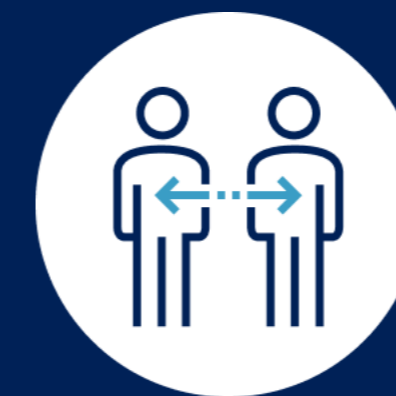
**EDUCATION  
SUPPORT**



Learn more about Empower's focus on client service



Your **CLIENT SERVICE MANAGER** is responsible for the daily administration of your plan and for helping to ease the burden of your plan duties and concerns.



**RELATIONSHIP  
MANAGER**



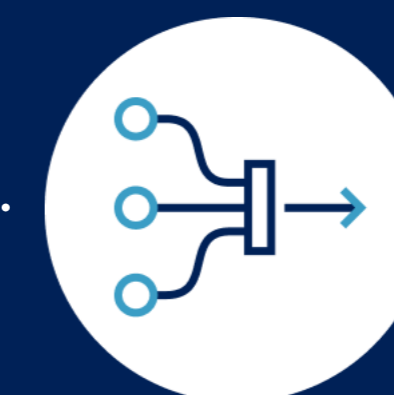
**CLIENT SERVICE  
MANAGER**



**COMMUNICATION  
STRATEGIST**



**ERISA  
CONSULTANT**



**IMPLEMENTATION  
CONSULTANT**



**EDUCATION  
SUPPORT**

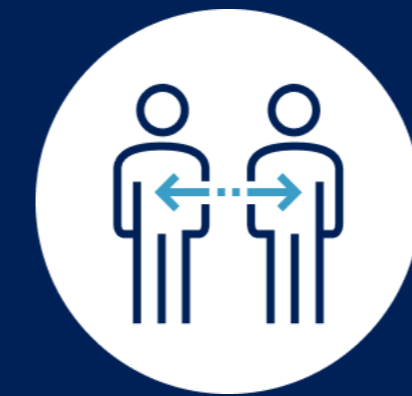


Learn more about Empower's focus on client service

Your **COMMUNICATION STRATEGIST** reviews your plan and proposes targeted communication campaigns designed to help educate your employees and motivate positive action.



Learn more about Empower's focus on client service



RELATIONSHIP  
MANAGER



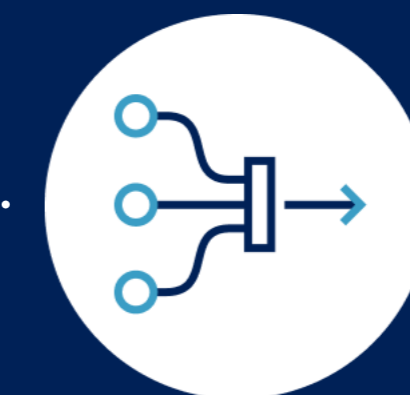
CLIENT SERVICE  
MANAGER



COMMUNICATION  
STRATEGIST



ERISA  
CONSULTANT



IMPLEMENTATION  
CONSULTANT



EDUCATION  
SUPPORT

The **ERISA CONSULTANT** reviews your plan's design and makes recommendations for improvements, helps ensure alignment between your Plan Document and plan operation, and helps keep you up to date on retirement law and regulations.



Learn more about Empower's focus on client service



RELATIONSHIP  
MANAGER



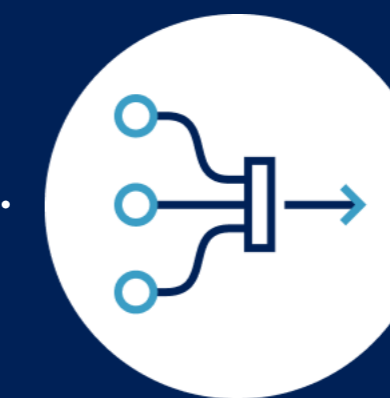
CLIENT SERVICE  
MANAGER



COMMUNICATION  
STRATEGIST



ERISA  
CONSULTANT



IMPLEMENTATION  
CONSULTANT



EDUCATION  
SUPPORT

Your **IMPLEMENTATION CONSULTANT** specializes in implementation and is familiar with the transition of your plan from your previous provider to Empower.



**RELATIONSHIP  
MANAGER**



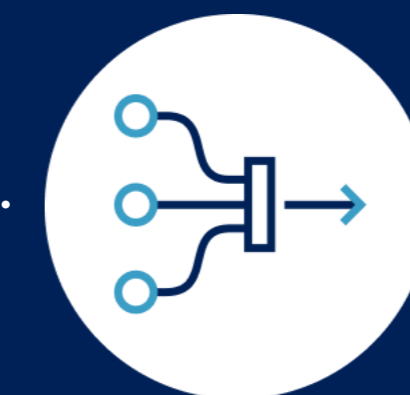
**CLIENT SERVICE  
MANAGER**



**COMMUNICATION  
STRATEGIST**



**ERISA  
CONSULTANT**



**IMPLEMENTATION  
CONSULTANT**

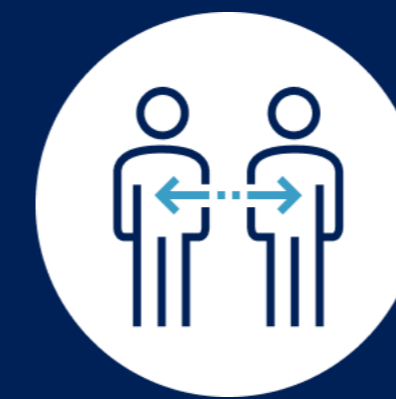


**EDUCATION  
SUPPORT**



Learn more about Empower's focus on client service

We will help develop and implement effective strategies to educate your employees and help improve retirement readiness through group and individual consultations.



**RELATIONSHIP  
MANAGER**



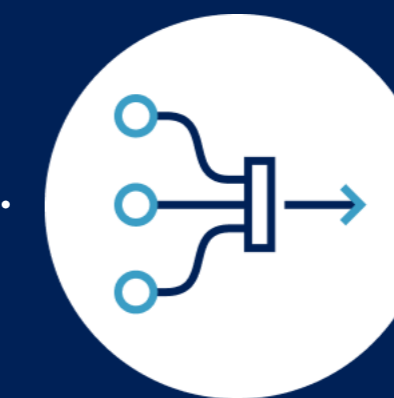
**CLIENT SERVICE  
MANAGER**



**COMMUNICATION  
STRATEGIST**



**ERISA  
CONSULTANT**



**IMPLEMENTATION  
CONSULTANT**



**EDUCATION  
SUPPORT**

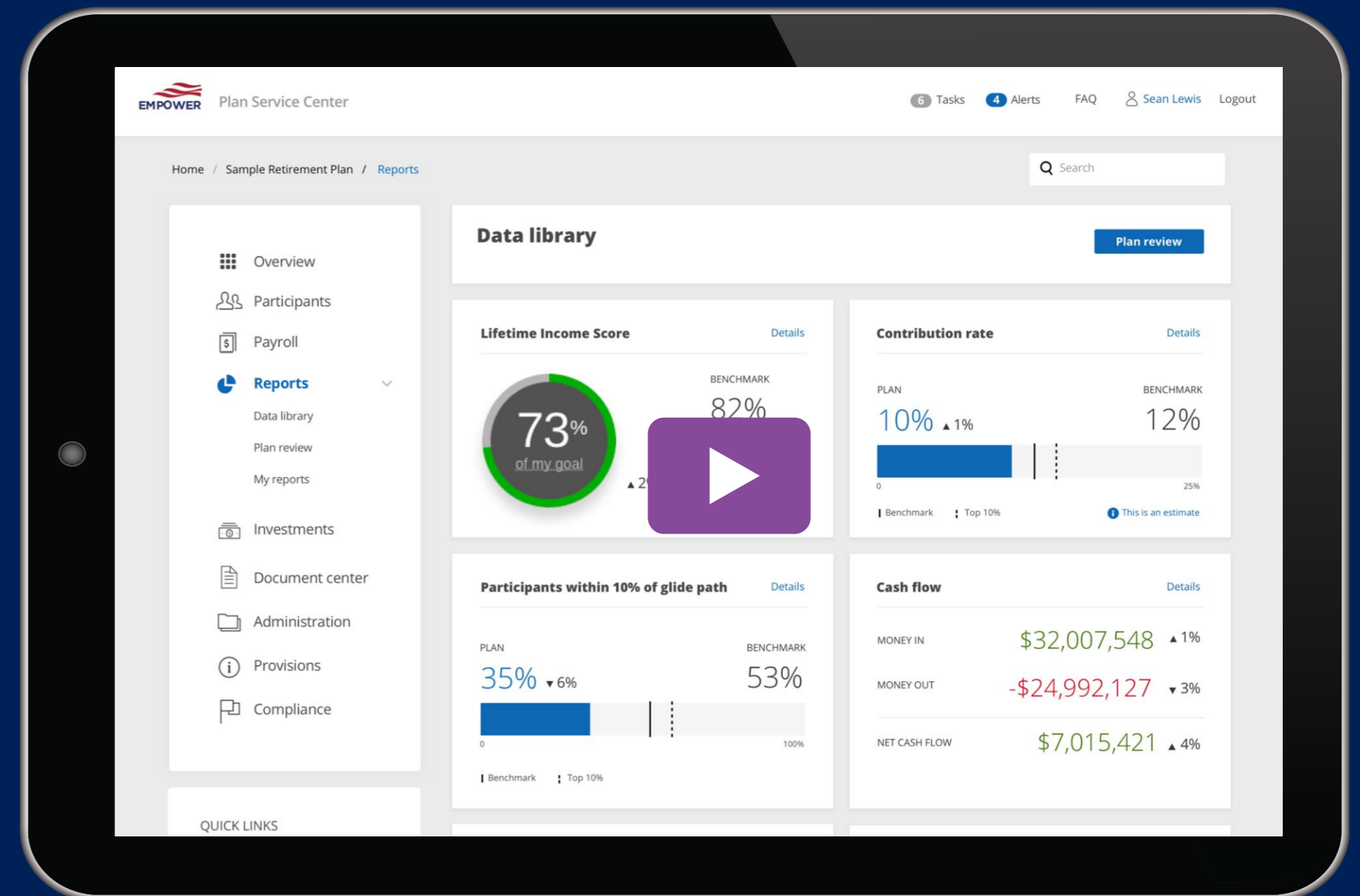


**Learn more about Empower's  
focus on client service**

# Administrative support and services

With more than **18 million individual accounts<sup>1</sup>**, our recordkeeping system — which we built and own — features integrated processing and intuitive online administrative services.

Once your plan is up and running, we will assist you with compliance testing and ERISA services. We will also provide you with a plan management report and an annual plan review to help monitor and evaluate your plan.



FOR ILLUSTRATIVE PURPOSES ONLY.



COMPREHENSIVE SERVICES



PLAN DESIGN REVIEW

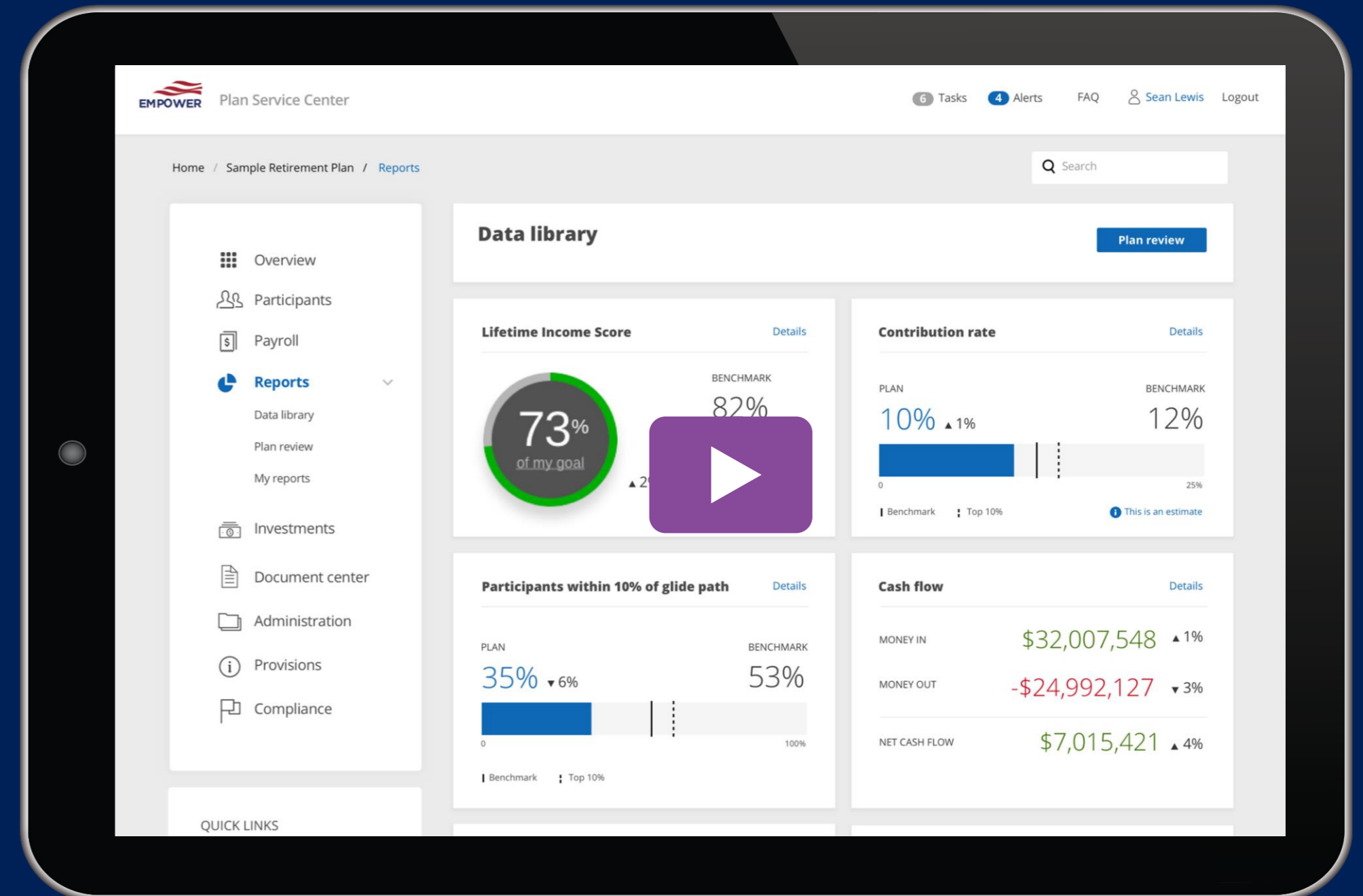


COMPLIANCE EDUCATION

<sup>1</sup> Empower data as of June 30, 2024.

### Comprehensive administrative services:

- Our Plan Service Center, a comprehensive resource for administering your plan, managing transactions and generating reports conveniently
- Eligibility tracking and year-end testing when you use a payroll data interchange (PDI) file
- Payroll Bridge™, which streamlines contribution processing by integrating with your payroll provider and includes dedicated programming support
- An employee emulator for view-only access to employee accounts
- Contribution monitoring to reduce the risk of delayed payroll processing and fiduciary audits
- Operational support specialists available to assist with loan hardship and qualified domestic relations order (QDRO) approval services



FOR ILLUSTRATIVE PURPOSES ONLY.



COMPREHENSIVE SERVICES



PLAN DESIGN REVIEW



COMPLIANCE EDUCATION

1 Empower data as of June 30, 2024.

FOR PLAN SPONSOR OR FINANCIAL PROFESSIONAL USE ONLY.

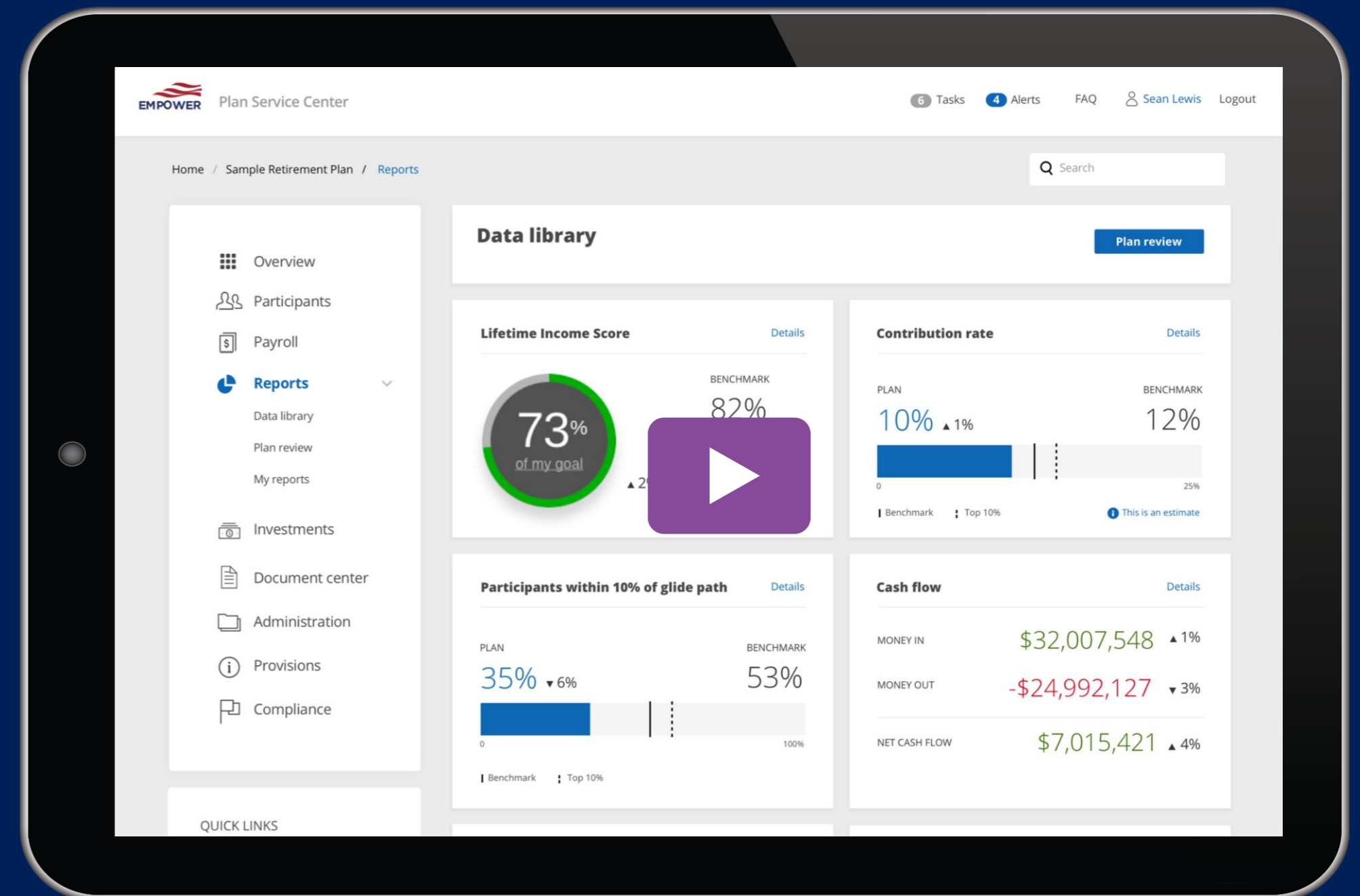
RO3946873-1124

### Plan design review:

- Initial plan design review to help determine whether your current plan design supports your goal
- Ongoing insight and assistance, including up-to-the-moment information on retirement law changes as they happen
- Supported by PlanVisualizer™ tool and ERISA services
- Comprehensive IRS/Department of Labor plan testing and compliance counseling
- On-demand testing available



you with a plan management report and an annual plan review to help monitor and evaluate your plan.



FOR ILLUSTRATIVE PURPOSES ONLY.



COMPREHENSIVE SERVICES



PLAN DESIGN REVIEW

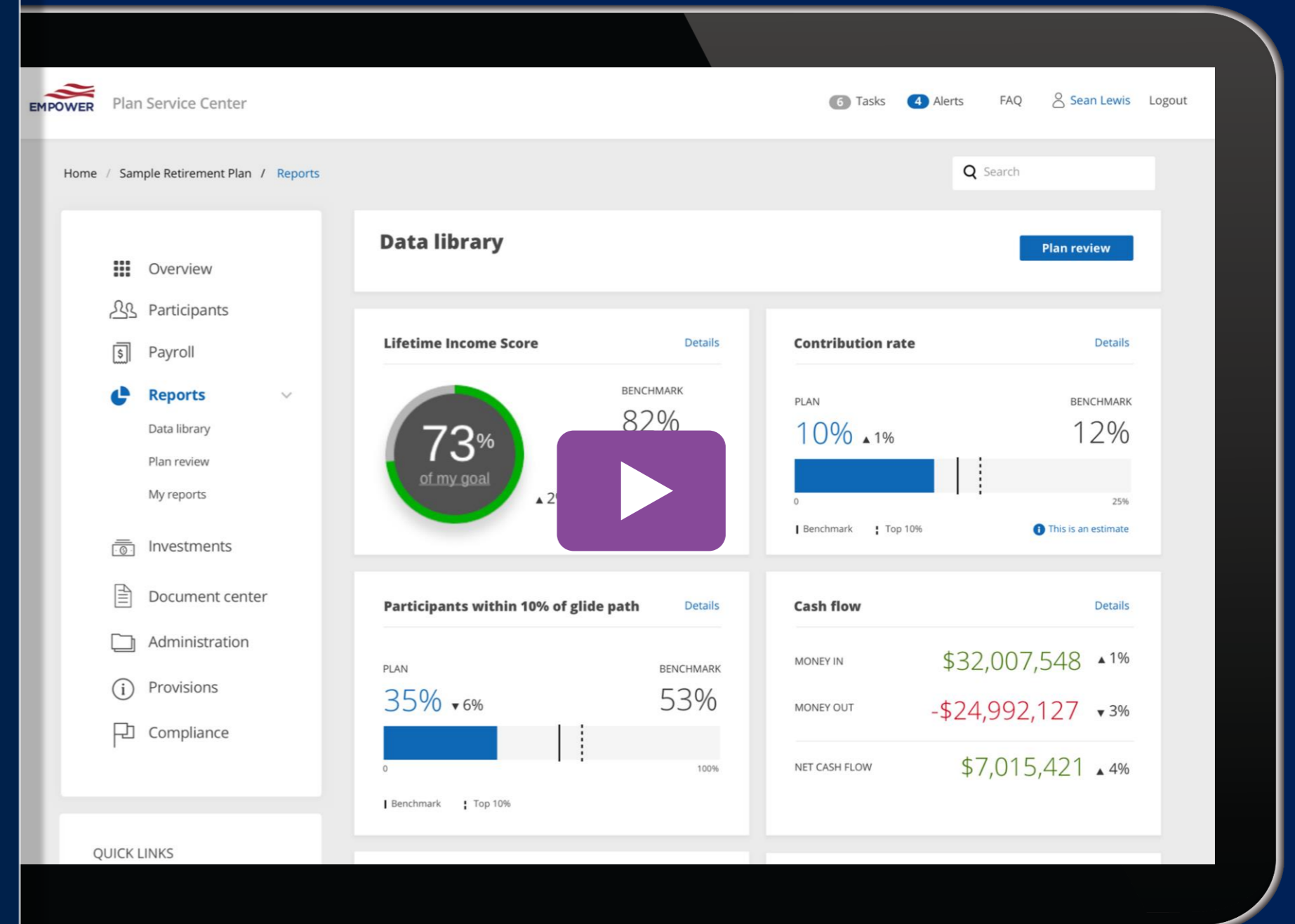


COMPLIANCE EDUCATION



### Compliance education:

- Quarterly webinars that provide an update on key legislative and regulatory issues from Washington and their impact on retirement plans' regulatory and fiduciary services
- Regulatory updates that provide you with information and tools to help you meet your fiduciary responsibilities
- Collaboration with internal and external resources to help you stay ahead of legislative and regulator initiatives with in-depth topical analyses
- Proactive, plan-specific compliance and consulting support, including customized merger and acquisition support
- Prototype plan document maintenance (as needed)



FOR ILLUSTRATIVE PURPOSES ONLY.



COMPREHENSIVE SERVICES



PLAN DESIGN REVIEW



COMPLIANCE EDUCATION

# Simplified administration with a modern technology platform

- SOC 2 type 2 annual reports
- An innovative, responsive proprietary system
- Scale and flexibility that leverage cloud technology
- Immediate transaction updates and reporting
- Integrated recordkeeping and trust data
- Empower Security Guarantee: our promise to restore account losses caused by unauthorized transactions that occur through no fault of the employee.<sup>1</sup>



## SECURITY GUARANTEE

<sup>1</sup> For more information regarding account security and the Security Guarantee's conditions, visit [empowermyretirement.com](https://empowermyretirement.com) and click on *Security Guarantee* at the bottom of the page.



**For more information regarding account security and the Security Guarantee**

# A diverse platform of investment options and advice strategies

Our open-architecture investment platform provides you with a comprehensive set of investment choices designed to make it easier for your employees to have investments to fit their needs. We offer a wide range of options, including stable value, target date and risk-based funds as well as managed accounts and a qualified default investment alternative (QDIA).

Within an open architecture platform, Empower Investments provides a wide and complementary array of investment solutions for retirement investors.

# A seamless retirement plan transition

Our proven comprehensive conversion process, which we've repeatedly tested for some of the largest plans in the U.S., ensures a smooth and accurate transition. A tenured implementation team oversees your plan's conversion. Working as a cohesive unit from start to finish, this team prepares a detailed project plan, resolves issues, and provides resources and guidance.

PHASE	OPERATIONAL	COMMUNICATIONS
1	We learn your needs, review plan provisions and plan documents, and build a project plan.	Announcement and conversion timelines are developed.
2	To begin the conversion, we work with the current recordkeeper, test the payroll file, finalize plan documents and configure the system for your plan.	Announcements are made to all employees, a timeline with key dates is delivered and conversion communications are sent. Employee conversion announcements are sent. <ul style="list-style-type: none"> <li>• Enrollment materials are developed.</li> <li>• One-to-one meetings are available.<sup>2</sup></li> </ul>
3	To finalize the conversion, we receive assets, reconcile records, upload data and then launch your plan.	New enrollment materials are launched and educational meetings begin. <ul style="list-style-type: none"> <li>• A Plan is Live announcement and welcome guide are sent.</li> <li>• An ongoing communications plan is developed.</li> </ul>

93%

**IMPLEMENTATION SATISFACTION<sup>1</sup>**

<sup>1</sup> Empower data for all market segments as of December 31, 2023.

<sup>2</sup> Point-in-time advice provided by an Empower representative may include savings, investment allocation, distribution, and rollover advice, including advice on consolidating outside retirement accounts.

# Thank you for considering Empower

877-630-4015 | [empower.com](https://empower.com)

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My Total Retirement offered through Empower Dynamic Retirement Manager is provided by Empower Advisory Group, LLC.

The managed account service offered through Empower Dynamic Retirement Manager is provided by the named registered investment adviser as defined by the advisory services agreement.

The Professional Management Program offered through Empower Dynamic Retirement Manager is provided by Empower Advisory Group, LLC.

Point-in-time advice is provided by an Empower representative registered with Empower Financial Services, Inc. at no additional cost to account owners. There is no guarantee provided by any party that use of the advice will result in a profit.

Online advice and the managed account service are part of the Empower Advisory Services suite of services offered by Empower Advisory Group, LLC, a registered investment adviser. Past performance is not indicative of future returns. You may lose money.

Online Advice and My Total Retirement are part of the Empower Advisory Services suite of services offered by Empower Advisory Group, LLC, a registered investment adviser. Past performance is not indicative of future returns. You may lose money.

Online Advice and My Total Retirement are part of the Empower Advisory Services suite of services offered by Empower Advisory Group, LLC, a registered investment adviser. Past performance is not indicative of future returns. You may lose money.

Online Advice and the Professional Management Program are part of the Empower Advisory Services suite of services offered by Empower Advisory Group, LLC, a registered investment adviser. Past performance is not indicative of future returns. You may lose money.

Advisory services are offered by the named registered investment adviser as defined by the advisory services agreement. Empower Advisory Group, LLC (EAG), provides subadvisory services. The named registered investment adviser is not affiliated with EAG. The named registered investment adviser may pay some or the entire participant advisory services fees to EAG. Past performance is not indicative of future returns. You may lose money.

The Empower Student Debt Solution is provided by Candidly, which is not affiliated with Empower Retirement, LLC or its affiliates.

Educational, communication, and operational services regarding an Empower Health Savings Account (Empower HSA) may be provided by registered representatives of EFSI. By electing Empower HSA, plan participants are contracting directly with Optum and its affiliates for this service. EFSI, or its affiliates, is not affiliated with Optum and is not responsible for their services.

Health savings accounts (HSAs) are individual accounts largely held at Optum Bank®, Member FDIC, and administered by Optum Financial, Inc. or ConnectYourCare, LLC, an IRS-Designated Non-Bank Custodian of HSAs, a subsidiary of Optum Financial, Inc. Neither Optum Financial, Inc. nor ConnectYourCare, LLC is a bank or an FDIC-insured institution.

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**IMPORTANT:** The projections or other information generated on the website by the investment analysis tool regarding the likelihood of various investment outcomes are hypothetical in nature, do not reflect actual investment results, and are not guarantees of future results. The results may vary with each use and over time.

**IMPORTANT:** The projections or other information generated by MoneyGuidePro regarding the likelihood of various investment outcomes are hypothetical in nature, do not reflect actual investment results, and are not guarantees of future results. MoneyGuidePro results may vary with each use and over time. Empower Retirement, LLC and its affiliates are not responsible for the third-party content provided.

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## AGENDA

### COMMUNITY OUTREACH COMMITTEE

At

**CARPINTERIA VALLEY WATER DISTRICT  
1301 SANTA YNEZ AVENUE  
CARPINTERIA, CALIFORNIA**

**March 5, 2025 at 12:15 p.m.**

BOARD OF DIRECTORS

*Case Van Wingerden  
President  
Casey Balch  
Vice President*

*Polly Holcombe  
Patrick O'Connor  
Matthew Roberts*

GENERAL MANAGER

*Robert McDonald, P.E. MPA*

If interested in participating in a matter before the Committee, you are strongly encouraged to provide the Committee with public comment in one of the following ways:

1. Submitting a Written Comment. If you wish to submit a written comment, please email your comment to the Board Secretary at [Public.Comment@cvwd.net](mailto:Public.Comment@cvwd.net) by **11:00 A.M. on the day of the meeting**. Please limit your comments to 250 words. Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations.

2. Providing Verbal Comment Telephonically. If you wish to make either a general public comment or to comment on a specific agenda item as it is being heard please send an email to the Board Secretary at [Public.Comment@cvwd.net](mailto:Public.Comment@cvwd.net) by **11:00 A.M. on the day of the meeting** and include the following information in your email: (a) meeting date, (b) agenda item number, (c) subject or title of the item, (d) your full name, (e) your call back number including area code. During public comment on the agenda item specified in your email, District staff will make every effort to contact you via your provided telephone number so that you can provide public comment to the Committee electronically.

Please note the President has the discretion to limit the speaker's time for any meeting or agenda matter.

**I. CALL TO ORDER**

**II. PUBLIC FORUM** (Any person may address the Community Outreach Committee on any matter within its jurisdiction which is not on the agenda)

**III. OLD BUSINESS** – None

**IV. NEW BUSINESS**

**A. Consider CAPP Outreach needs through construction.**

**V. ADJOURNMENT**

\*\*Indicates attachment of document to agenda packet.

Note: The above Agenda was posted at Carpinteria Valley Water District Administrative Office in view of the public no later than 12:00 p.m., March 2, 2025. The Americans with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied benefits of, the District's programs, services, or activities because of any disability. If you need special assistance to participate in this meeting, please contact the District Office at (805) 684-2816. Notification at least twenty-four (24) hours prior to the meeting will enable the District to make appropriate arrangements.

Materials related to an item on this Agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection in the Carpinteria Valley Water district offices located at 1301 Santa Ynez Avenue, Carpinteria during normal business hours, from 8 am to 5 pm.



A Meeting of the

**BOARD OF DIRECTORS  
OF THE  
CENTRAL COAST WATER AUTHORITY**

will be held at 9:00 a.m., on Thursday, February 27, 2025  
at 255 Industrial Way, Buellton, California 93427

Members of the public may participate by video call or telephone via  
[Microsoft Teams](#) Meeting ID: 257 417 180 982 Passcode: 5W8nK6Ni  
or by dialing [+1 323-484-5095](#), and entering access Code/Meeting ID: 813 665 858#

Please note: public participation by video call or telephone is for convenience only and is not required by law. If technical interruptions to the video call/telephone occur, the chair has the discretion to continue the meeting and participants are invited to take advantage of the other participation options above.

Eric Friedman  
Chairman

Jeff Clay  
Vice Chairman

Ray A. Stokes  
Executive Director

Brownstein Hyatt  
Farber Schreck  
General Counsel

*Member Agencies*

City of Buellton

Carpinteria Valley  
Water District

City of Guadalupe

City of Santa Barbara

City of Santa Maria

Goleta Water District

Montecito Water District

Santa Ynez River Water  
Conservation District,  
Improvement District #1

*Associate Member*

La Cumbre Mutual  
Water Company

Public Comment on agenda items may occur via video call or telephonically, or by submission to the Board Secretary via email at [lhw@ccwa.com](mailto:lhw@ccwa.com) no later than 8:00 a.m. on the day of the meeting. In your email, please specify (1) the meeting date and agenda item (number and title) on which you are providing a comment and (2) that you would like your comment read into the record during the meeting. If you would like your comment read into the record during the meeting (as either general public comment or on a specific agenda item), please limit your comments to no more than 250 words.

Every effort will be made to read comments into the record, but some comments may not be read due to time limitations. Please also note that if you submit a written comment and do not specify that you would like this comment read into the record during the meeting, your comment will be forwarded to Board members for their consideration.

Pursuant to Government Code section 54957.5, non-exempt public records that relate to open session agenda items and are distributed to a majority of the Board less than seventy-two (72) hours prior to the meeting will be available on the CCWA internet web site, accessible at <https://www.ccwa.com>.

**I. Call to Order and Roll Call**

**II. Public Comment – (Any member of the public may address the Board relating to any matter within the Board’s jurisdiction. Individual Speakers may be limited to five minutes; all speakers to a total of fifteen minutes.)**

**III. Consent Calendar**

- \* A. Minutes of the January 23, 2025 Regular Meeting
- \* B. Bills
- \* C. Controller’s Report
- \* D. Operations Report

*Staff Recommendation: Approve the Consent Calendar*

**IV. Reports from Board Members for Information Only**

**V. Items for Next Regular Meeting Agenda**

**VI. Date of Next Regular Meeting: March 27, 2025**

*Continued*

255 Industrial Way  
Buellton, CA 93427  
(805) 688-2292  
Fax (805) 686-4700  
[www.ccwa.com](http://www.ccwa.com)

\* Indicates attachment of document to original agenda packet.



**VII. Closed Session**

**A. CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Government Code section 54956.9(d)(1)

Name of case: CDWR Water Operations Cases (Coordination Proceeding) (Case No. CJC-20-005117 (JCCP No. 5117)

**B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Government Code section 54956.9(d)(1)

Name of case: Central Coast Water Authority, et al. v. Santa Barbara County Flood Control and Water Conservation District, et al. (Case No. 21CV02432)

**C. CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Government Code section 54956.9(d)(4)

Initiation of litigation: 1 case

**D. PUBLIC EMPLOYEE EMPLOYMENT**

Gov't Code Section 54957

Title: Executive Director

**VIII. Return to Open Session**

**IX. Adjournment**