



CASTROVILLE COMMUNITY SERVICES DISTRICT

P.O. BOX 1065
OFFICE: 11499 GEIL STREET
CASTROVILLE, CA 95012
FAX (831) 633-3103

Board President – David Lewis
Vice President – Ron Stefani
Director – Adriana Melgoza
Director – Silvestre Montejano
Director- Betty MacMillan

24-HOUR TELEPHONE: (831) 633-2560

General Manager – Eric Tynan
Board Secretary – Lidia Santos

NOTICE AND AGENDA OF SPECIAL BOARD MEETING OF THE BOARD OF DIRECTORS THURSDAY, JULY 2, 2015 – 4:30 P.M. DISTRICT BOARD ROOM – 11499 GEIL STREET

In compliance with the Americans with Disabilities Act, if special assistance is needed to participate in the Board meeting, please contact Lidia Santos, Board Secretary during regular business hours at (831) 633-2560. Notification received 48 hours before the meeting will enable the District to make reasonable accommodations.

CALL MEETING TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS – (Limited to three minutes per speaker within the jurisdiction of items not on the agenda. Public will have the opportunity to ask questions or make statements as the Board addresses each agenda item.)

NEW BUSINESS:

1. Consider award of contract for the Design-Build of the Castroville CSD Arsenic Removal Treatment System for Well 5 (formerly Well 2B) to Conco-West, a Guaranteed Maximum price for the project was agreed at \$1,250,000 (scope of work attached) – **motion item**
2. Consider award of contract to MNS Engineers to assist with the construction administration of Design-Build entity for Well 5 (formerly Well 2B) Arsenic Removal Treatment System, not to exceed \$100,000 – **motion item**

CLOSE:

Adjournment to the next regular scheduled Board Meeting – **motion item**

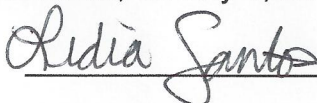
AGENDA, Page 2
July 2, 2015
CASTROVILLE COMMUNITY SERVICES DISTRICT

All public records relating to an agenda item on this agenda are available for public inspection at the time the record is distributed to all, or a majority of all, members of the Board. Such records shall be available at the District office located at 11499 Geil Street, Castroville, California.

Certification of Posting

I certify that on July 1, 2015, I posted a copy of the foregoing agenda near the regular meeting place of the Board of Directors of the Castroville Community Services District, said time being at least 24 hours in advance of the Special Board Meeting of the Board of Directors (Government Code Section 54954.2).

Executed at Castroville, California, on July 1, 2015.



Lidia Santos, Board Secretary

CASTROVILLE COMMUNITY SERVICES DISTRICT

ARSENIC REMOVAL TREATMENT SYSTEM

WELL 5

EXECUTIVE SUMMARY

1. Background:

On April 21st, the Board authorized the MNS Engineers to procure the design, supply, installation and commissioning of an arsenic removal treatment system for Well No. 5 (formerly Well 2B). Water samples for Well 2 indicated that arsenic levels exceeded the allowable MCL standards and treatment to reduce the level of arsenic contaminant levels would be required.

After consultation with CCSD's General Manager, Eric Tynan, and review of past engineering plans and estimates, it was determined that the most expeditious and cost-efficient approach to have a system designed and installed was to procure the project on the newly approved legislation that allowed for procurement under design – build methodology (Senate Bill 785).

This procurement was submitted to DWR for specific approval of the DB methodology and was verbally approved in late May 2015. Final DWR written approval to use the Design – Build procurement methodology was obtained in mid-June 2015.

2. Why was Design – Build Selected:

MNS reviewed the information provided by previous engineering firms that had been engaged to help determine a plan to effectively treat the arsenic levels in Well 5. Specifically, the Schaaf & Wheeler report (October, 2011) was reviewed as to previous plans that had been considered prior to MNS' involvement in the project.

After review with the CCSD staff, it was determined that the plans considered by Schaaf and Wheeler and other prior to them, contained three fatal flaws:

- System backwash water would be required to be pumped off site into the existing sanitary sewer.
- Considerable operator interaction with the system would be required to properly maintain and operate the system.
- The proposed system required the use of several different chemicals for the treatment process.

These three issues are considered fatal flaws as:

- Monterrey Regional Wastewater plant would not accept the backwash water due to its anticipated arsenic content.
- Due to staffing considerations, a treatment system that required considerable operator interaction with the system was not practical and would most likely lead to system upsets.
- The use of chemicals for treatment was considered to be a substantial problem due to the well location – in the midst of a residential neighborhood.

As such, MNS chose to seek a design – builder who could address the specific CCSD requirements for the system and integrate these needs into a cost – efficient and timely construction schedule. The thought was that CCSD could take advantage of a progressive design build strategy that allowed for completion of portions of the project prior to 100% design completion and delivery of the treatment system.

3. Procurement:

The project was advertised in accordance to the requirements of the new legislation. The advertisement provided specific detail as to the technical requirements of the project as well as the target price and project schedule. MNS had previously determined that arsenic removal utilizing an adsorption technology provided the most advantageous system for CCSD.

4. Selection:

The Conco-West design build team was selected as the most qualified to provide the services to CCSD. Conco – West had participated as the leader of other similar design – build projects throughout California.

Conco- West proposed the use of the Severn Trent SORB 33 Arsenic Removal system it met all of the operational characteristics required by CCSD.

Both MNS and CCSD visited an arsenic removal treatment project in Manteca, California that had been led by Conco-West. Interviews with Manteca lead water operator indicated that the City was satisfied both with the Severn Trent system and Conco-West's management and work on the project.

5. Pricing and Schedule:

After scope refinement and negotiations with Conco-West, a Guaranteed Maximum price for the project was agreed at \$1,250,000. This price includes:

- **Signed and stamped engineering drawings and specifications for the project.**
- **All site civil and structural modifications required for the installation of the removal system.**
- **Severn Trent Arsenic Removal Treatment system complete with all control packages. The agreement includes a performance guarantee that ensures the performance of the arsenic removal system with regard to efficiency, media life cycle costs and guaranteed media replacement costs.**
- **All electrical components**
- **Integration of new well into existing CCSD storage tank.**
- **All final stamped reports required for DWR approval**
- **Final closeout paperwork**

Consultant agrees with Castroville Community Services District that:

- a. When the law establishes a professional standard of care for the Consultant's services, to the fullest extent permitted by law, Consultant will indemnify and hold harmless Castroville Community Services District, its directors, officers, employees, and authorized volunteers from all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's actual proportionate negligence, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the work under this agreement. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the work hereunder, and shall not tender such claims to Castroville Community Services District nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.
- b. Other than in the performance of professional services, to the fullest extent permitted by law, Consultant will indemnify and hold harmless Castroville Community Services District, its directors, officers, employees and authorized volunteers from all claims and demands of all persons arising out the performance of the work or furnishing of materials; including but not limited to, claims by the Consultant or Consultant's employees for damages to persons or property except for the negligence or willful misconduct or active negligence of Castroville Community Services District, its directors, officers, employees, or authorized volunteers.
- c. By his/her signature hereunder, Consultant certifies that he/she 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 that Consultant will comply with such provisions before commencing the performance of the professional services under this agreement. Consultant and sub-consultants will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.
- d. Consultant will file with Castroville Community Services District, before beginning professional services, a certificate of insurance satisfactory to the Castroville Community Services District evidencing professional liability coverage of not less than \$1,000,000 per claim and annual aggregate, requiring 30 days notice of cancellation to Castroville Community Services District. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by Castroville Community Services District. The retroactive date (if any) is to be no later than the effective date of this agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the contract work, if commercially available. Consultant shall purchase a one-year extended reporting period i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.
- e. Consultant will file with Castroville Community Services District, before beginning professional services, certificates of insurance satisfactory to Castroville Community Services District evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring 30 days notice of cancellation to Castroville Community Services District. The general liability coverage is to state or be endorsed to state "such insurance shall be primary and any insurance, self-insurance or other coverage maintained by Castroville Community Services District, its directors, officers, employees, or authorized volunteers shall not contribute to it". The general liability coverage shall give Castroville Community Services District, its directors, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by Castroville Community Services District. In the event that the Consultant employs other consultants (sub-consultants) as part of the work covered by this agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified above.

- f. If any of the required coverages expire during the term of this agreement, the Consultant shall deliver the renewal certificate(s) including the general liability additional insured endorsement to Castroville Community Services District at least ten (10) days prior to the expiration date.
- g. Consultant shall not accept direction or orders from any person other than the General Manager or the person(s) whose name(s) is (are) inserted on Page 1 as "other authorized representative(s)."
- h. Payment, unless otherwise specified, is to be 30 days after acceptance by Castroville Community Services District.



Exhibit A

CASTROVILLE COMMUNITY SERVICES DISTRICT
PROFESSIONAL SERVICES AGREEMENT DATED: June 25, 2015
TASK ORDER NO. 01

TITLE: Construction Administration Well No. 5 (formerly Well 2B)

CCSD PROJECT NO.: _____

MNS PROJECT NO.: DICSV.150011.02

SCOPE OF SERVICES: Consulting services to assist Client with construction administration of a Design-Build entity for the Well 5 (formerly 2B) Arsenic Removal Treatment System.

- Construction Administration: Acting as the District's Agent:
 - Advocate for the District with the DB entity ensuring that the project performance, financial and schedule objectives are maintained throughout the design process.
 - Provide design discipline oversight of the project design provided by the DB to ensure compliance with the District's stated requirements.
 - Provide ongoing review of the DB design for constructability and value engineering opportunities.
 - Encourage a Progressive Design – Build process that prioritizes design details in a manner that allows construction to proceed at the earliest logical opportunity. This allows for the balance of plant construction to occur during the period when the arsenic removal system is in fabrication. This can save several months in the entire project duration.
 - Review and approve DB's proposed design and construct project schedule ensuring that the plan meets the intended milestones.
 - Provide experienced construction inspection oversight of the DB's Quality Control and Safety programs.
 - Maintain daily records and photographs to ensure a contemporaneous record of the project is maintained as part of the project file.
 - Provide construction administration services including:

- Document Control
 - Project Financial Management
 - Change and Claims Process
 - Reporting to Authorities Having Jurisdiction
 - Meeting Minutes and Notes
- Manage the plant startup and commissioning process, integrating the work with the District's current operations team.
 - Conduct weekly project meetings including maintaining and delivering minutes.
 - Complete project closeout including all project records, notices to authorities having jurisdiction, as-built documents, warranties etc.
 - Issue DB entity Notice of Final Completion.