



October 30, 2009

**TO:** LOCSO Board of Directors  
**FROM:** Mitch Cooney, Interim General Manager *MC*  
**SUBJECT:** Agenda Item 5G – 11/05/09 Board Meeting  
Approve Proposal for Task 3: Basin Management Plan Support (ISJ)

**President**

Joe Sparks

**Vice-President**

Marshall Ochylski

**Director**

Chuck Cesena

Maria Kelly

Steve Senet

**General Manager**

**Utilities Manager**

**Fire Chief**

Matt Jenkins

**SUMMARY**

Attached is a contract in support of Task 3: Basin Management Plan which is to be performed in accordance with the Interlocutory Stipulated Judgment. The contract is between Cleath-Harris Geologists and the parties of the ISJ and specifies three tasks to be performed for a total sum of \$40,000.00. The District's obligation pursuant to the MOU between the ISJ participants is thirty-nine (39%) percent of the total. Los Osos CSD's obligation will be \$15,600.00. A major component of this contract will be Sea Water Intrusion Monitoring.

**Financial Consideration:**

The total sum of \$40,000.00 for Task 3 is substantially reduced from the original cost estimate because some of the originally proposed tasks are to be completed as part of the Wastewater Project. Sufficient funds have been budgeted in the 2009/2010 District approved budget to discharge this \$15,600.00 obligation.



**THE RECOMMENDED ACTION BEFORE YOUR BOARD is to: by Board discussion, public comment, motion, second and vote to: approve the Proposal for Task 3: Basin Management Plan Support as presented and authorize and direct the General Manager to sign the contract on behalf of the District.**

Offices At:

2122 9th Street

Los Osos, California 93402

Attachment

Mailing Address:

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Los Osos, California 93412

Phone 805/528-9370

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Cleath-Harris Geologists, Inc.  
11545 Los Osos Valley Road, Suite C-3  
San Luis Obispo, California 93405  
(805) 543-1413



September 23, 2009

Mr. Wes Strickland, Attorney at Law  
Brownstein Hyatt Farber Schreck, LLP  
21 E. Carrillo Street  
Santa Barbara, CA 93101

**SUBJECT: Proposal for hydrogeologic services related to Basin Management Plan preparation for the Los Osos Valley groundwater basin.**

Dear Mr. Strickland:

As requested, Cleath-Harris Geologists proposes to provide hydrogeologic services to assist the water purveyors in preparing a Basin Management Plan as described in the Interlocutory Stipulated Judgement (ISJ).

### Scope of Work

This proposal is a continuation of ISJ tasks aimed at creating a Basin Management Plan. The following scope of work items have been identified for this phase of work:

- 1) Infrastructure planning scenarios. Use the basin SEAWAT model to analyze sea water intrusion, safe yield, and basin dynamics under various pumping and management scenarios as directed by ISJ group. The development of additional water supplies in existing agricultural areas will be one consideration as part of this effort. The information on well locations, quality, and quantity will be provided to the Wallace group to support infrastructure master planning efforts.
- 2) Evaluate creek seepage capacity. Collect in-stream flow measurements following selected precipitation events to determine the maximum seepage capacity of the Los Osos Creek channel upstream of Los Osos Valley Road. This information is necessary to validate yield projections using the basin model with respect to development of surplus water in the creek valley.
- 3) Sea water intrusion monitoring. Perform a round of sea water intrusion monitoring, including water sampling for general minerals at key lower aquifer wells and geophysics at the USGS Palisades and Howard Street wells. Additional water quality testing would be performed at two creek valley wells, pending permission from the owner. The purveyors would sample and test their respective deep aquifer wells for general minerals as part of this sub-task. Use of the Los Osos CID's portable sampling pump and generator for monitoring well sampling by CHG personnel would be requested.



- 4) Peer review. Participate in a peer review of the SEAWAT groundwater model and previous key work products, including attendance at a one-day workshop with the selected peer review team.
- 5) Technical memoranda. Prepare technical documentation for incorporation into the Basin Management Plan.

### Cost Estimate and Schedule

Cleath-Harris Geologists proposes to perform the scope of work on an hourly rate plus expenses basis in accordance with the hourly rate schedule shown below and the attached terms of fees and conditions. The estimated cost for the proposed work is estimated at \$32,000 for consulting services, and \$8,000 for contractor services (laboratory, pumping contractor, geophysical logging service) which would be direct billed to BHFS; the total budget estimate is \$40,000. Purveyor's internal costs to sample and test their respective deep aquifer wells as part of the sea water intrusion monitoring event are not included herein.

The schedule for the tasks is estimated to require 3-4 months to complete, depending on the number of modeling scenarios required to meet ISJ group objectives, timely access to the sand spit for sea water intrusion monitoring, and the peer review schedule.

Respectfully Submitted,

CLEATH-HARRIS GEOLOGISTS, INC.

A handwritten signature in black ink, appearing to read "Timothy S. Cleath", written over a horizontal line.

Timothy S. Cleath  
President



### SCHEDULE OF HOURLY RATES

Principal Hydrogeologist	\$165
Associate Hydrogeologist	\$140
Associate Geologist	\$125
Staff Geologist	\$85
Office Assistant	\$65

### EXPENSES

Mileage	\$0.55/mile
Copies	\$0.15/copy
Other expenses at cost plus 15 percent handling.	



## TERMS OF FEES AND CONDITIONS

- 1) Invoices will be submitted monthly. The invoice is due and payable upon receipt.
- 2) In order to defray carrying charges resulting from delayed payments, simple interest at the rate of ten percent (10%) per annum (but not to exceed the maximum rate allowed by law) will be added to the unpaid balance of each invoice. The interest period shall commence 30 days after date of original invoice and shall terminate upon date of payment. Payments will be first credited to interest and then to principle. No interest charge would be added during the initial 30 day period following date of invoice.
- 3) The fee for services will be based on current hourly rates for specific classifications and expenses. Hourly rates and expenses included in the attached schedule are reevaluated on January 1 and July 1 of each year.
- 4) Documents including tracings, maps, and other original documents as instruments of service are and shall remain properties of the consultant except where by law or precedent these documents become public property.
- 5) If any portion of the work is terminated by the client, then the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on the consultant's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse consultant for termination costs.
- 6) If either party becomes involved in litigation arising out of this contract or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorney's fees, to the party justly entitled thereto. In awarding attorney's fees the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorney's fees paid or incurred in good faith.
- 7) All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, provided, however, that no assignment of the contract shall be made without written consent of the parties to the agreement.