



March 4, 2021

**TO:** LOCSD Board of Directors

**FROM:** Ron Munds, General Manager

**SUBJECT: Agenda Item 6G – 03/04/2021 Board Meeting**

Adopt a resolution authorizing a Special Services Agreement for hydrogeological services related to the construction and testing of the District's Program C Well Project.

**President**

Christine M. Womack

**Vice President**

Matthew D. Fourcroy

**Directors**

Charles L. Cesena  
Troy C. Gatchell  
Marshall E. Ochylski

**General Manager**

Ron Munds

**District Accountant**

Robert Stilts, CPA

**Unit Chief**

Eddy Moore

**Battalion Chief**

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**DESCRIPTION**

The District has been pursuing the development of a Los Osos Basin Plan Program C well for over three years. The Board approved the selection of a site for the well at its November 5, 2020 meeting. The next phases of work includes the developing the well drilling specifications and bid documents, and construction monitoring and final design. At the District's request, Cleath-Harris Hydrogeologist (CHG) has provided a proposal to perform these services. Staff is requesting authorization to enter into a Special Services Agreement with CHG for hydrogeological services for this project.

**STAFF RECOMMENDATION**

This item will be approved along with the Consent Calendar unless it is pulled by a Director for separate consideration. If so, Staff recommends that the Board adopt the following motion:

***Motion: I recommend the Board adopt a resolution authorizing the General Manager to enter into a Special Services Agreement with CHG for the Program C Well Project hydrogeological services not to exceed \$47,500.***

**DISCUSSION**

**Background**

The District has been pursuing the development of a Los Osos Basin Plan Program C well for over three years. The Board approved the selection of a site for the well at its November 5, 2020 meeting. The next phases of work includes the developing the well drilling specifications and bid documents, and construction monitoring and final design. At the District's request, Cleath-Harris Hydrogeologist (CHG) has provided a proposal (attached) to perform these services. In order to execute a non-competitive Special Services Agreement with CHG and absent clear District policy direction on this issue, California Government Code Section 53060 authorizes the Board to adopt a resolution, with findings, that state "the persons providing the special services are specially trained and experienced and competent to perform the special services required".

**Statement of Findings**

CHG's and their President, Spencer Harris, are uniquely qualified to provide the hydrogeological services as previously described in state law and applicable to the Program C Well Project. Mr. Harris was instrumental in developing the Los Osos Basin Plan, has provided technical support to the three water purveyors in Los Osos with their efforts to implement and monitor Basin Plan implementation, has been under contract with the Basin Management Committee (BMC) since its inception to

collect and analyze data and write the BMC's annual report, and is recognized by his peers as an expert on the Los Osos Groundwater Basin. Based on these qualifications, staff believes CHG meets the criteria as described in the state law.

**Financial Impact**

As part of the District's Fund 500 Capital Improvement Plan, funding was established to support the implementation of the Program C Well Project. Adequate funds are available to support the phases of the project described in the proposal.

**Attachments**

Resolution 2021-09

CHG Proposal

**RESOLUTION NO. 2021-09**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOS OSOS COMMUNITY SERVICES DISTRICT AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A SPECIAL SERVICES AGREEMENT FOR HYDROGEOLOGICAL SERVICES**

**WHEREAS**, following best practices as a public entity, the Los Osos Community Services District (LOCSD); has purchasing policies and procedures ("Policy") for obtaining professional services; and

**WHEREAS**, LOCSD's purchasing Policy, ensure that LOCSD obtains professional services in a competitive manner, where possible, pursuant to rules that ensure transparency, fairness to all proposers, and decisions that are made free from conflicts of interest; and

**WHEREAS**, LOCSD's current Policy, as amended in 2016, generally requires competitive solicitations for the procurement of professional services, depending on the amount of the proposed services; and

**WHEREAS**, LOCSD's current Policy is absent of clear direction regarding non-competitive special services agreements for professional services under special circumstances; and

**WHEREAS**, California Government Code Section 53060 authorizes any public district to contract for special services and advice in engineering and administrative matters if specially trained and experienced and competent to perform the special services required; and

**WHEREAS**, Cleath-Harris Hydrogeologist (CHG) is specially trained, experienced, and competent to perform the special services contemplated by LOCSD for the design and construction management of the Program C well Project ("Project"); and

**WHEREAS**, LOCSD has determined that it is in the best interest of the LOCSD to enter into a special services agreement with CHG for hydrological services needed to complete the Program C Well Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE LOS OSOS COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS AS FOLLOWS:**

Section 1. Findings. The Board of Directors hereby makes the following finds of fact:

- a. The services to be provided under the Special Services Agreement by CHG are unique and special in nature because of the knowledge and expertise required to competently complete the Project during the short timeline for project implementation.
- b. CHG has the expertise with the Los Osos Groundwater Basin and the Project, which expertise cannot be duplicated by other consultants in a timely and cost effective manner.
- c. LOCSD employees do not have the expertise or skill to perform the services related to the project management and implementation of design and construction phase of the Project.
- d. The services to be performed under the Special Services Agreement fall within the definition of "administrative and engineering" services, which is expressly authorized by Government Code Section 53060.

Section 2. Special Services Agreement. The Special Services Agreement, to be executed and entered into by and between the LOCSD and CHG, in the form presented at this meeting and on file with LOCSD Secretary, is hereby approved for an amount not to exceed \$47,500. The General Manager is hereby authorized and directed, for and in the name and on behalf of the LOCSD, to execute and deliver to CHG the Special Services Agreement.

Section 3. Other Actions. The General Manager is hereby authorized and directed to execute and deliver any and all documents which are necessary in order to consummate the transactions authorized hereby and all such actions heretofore taken by the General Manager are hereby ratified, confirmed and approved.

Section 4. Effective Date. This resolution shall take effect immediately upon its passage.

On the motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and on the following roll call vote, to wit:

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Absent: \_\_\_\_\_

Abstain \_\_\_\_\_

The foregoing resolution is hereby passed, approved, and adopted by the Board of Directors of the Los Osos Community Services District this 4<sup>th</sup> day of March 2021.

\_\_\_\_\_  
Christine M. Womack  
President, Board of Directors  
Los Osos Community Services District

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Ron Munds  
General Manager and Secretary to the Board

\_\_\_\_\_  
Jeffery A. Minnery  
District Legal Counsel



February 23, 2021

Mr. Ron Munds, General Manager  
Los Osos Community Services District  
2122 9<sup>th</sup> Street, Suite 110  
Los Osos, CA 93402

**SUBJECT: Proposal to prepare specifications and provide hydrogeologic services during the construction and testing of Expansion Well 2, Bay Oaks Drive, Los Osos.**

Dear Mr. Munds:

Cleath-Harris Geologists (CHG) has prepared this proposal for hydrogeologic services related to the construction and testing of Lower Aquifer public supply Expansion Well 2. The well is planned at Los Osos Community Services District (District) property on Bay Oaks Drive at South Bay Boulevard.

The work is divided into two phases with the first phase relating to well specifications and the second relating to construction and testing. This proposal includes a scope of work, schedule, and estimated cost.

## **SCOPE OF WORK**

The tasks associated with the scope of work are as follows:

### Phase 1: Well Specifications and Bid Sheet

- Refine the conceptual design for the well (surface conductor, casing diameter and depth, borehole diameter, casing materials, inspection and access ports, deep seal, etc.) in consultation with the District.
- Prepare written technical specifications and drawings for the preliminary well design.
- Prepare a drilling contractor bid sheet and engineer's cost estimate.
- Assist District with contractor bidding and selection process (attend on-site pre-bid meeting, respond to contractor questions, review bids).

### Phase 2: Construction Monitoring and Final Design

CHG will provide hydrogeologic and inspection services during the drilling, construction, development, and testing of the well. The following scope of work is representative of the anticipated maximum level of effort, pending completion of Phase 1 and the bidding process.



- Attend pre-construction meeting.
- Review contractor submittals for conformity with the technical specifications.
- Coordinate surface conductor drilling rig mobilization
- Observe conductor casing installation and document sanitary well seal.
- Coordinate deep well drilling rig mobilization and applicable noise control measures.
- Monitor pilot hole drilling and prepare borehole lithologic log and lithologic chip trays.
- Review drilling fluid properties recorded during pilot hole drilling, borehole reaming, and well construction.
- Observe geophysical logging.
- Select intervals for formation grain size distribution analyses (sieve tests).
- Interpret pilot hole results, including geophysical logs and sieve tests, and prepare final well design.
- Inspect well construction materials for conformity with technical specifications and final design.
- Observe well screen, filter pack, and deep seal installation.
- Conduct periodic site visits during mechanical and pump development to monitor progress.
- Review development records for conformance to applicable discharge plan.
- Witness sand test.
- Coordinate pumping tests and water quality sampling.
- Coordinate spinner/flow profile survey.
- Observe post-construction video and plumbness and alignment survey.
- Document well disinfection.
- Attend final inspection.
- Review contractor invoices related to project.
- Prepare well construction and testing report.

## **SCHEDULE**

The well specifications and bid sheet will require approximately 4 weeks to complete. Subsequent construction monitoring and final design would be coordinated to meet the project schedule. A draft well construction and test report would be provided within a week of receipt of the laboratory water quality results, and the final report would be available approximately 2-3 weeks following receipt of draft report comments.



## FEES AND CONDITIONS

CHG proposes to perform the above scope of work on an hourly rate plus expenses basis in accordance with the hourly rates schedule and attached terms of fees and conditions. The estimated cost for Phase 1 hydrogeologic services to complete the technical well specifications, bid sheet, and assistance with bidding is estimated at \$7,500. The estimated cost for the Phase 2 hydrogeologic and inspection services scope of work is \$40,000; total cost for services through completion of Expansion Well 2 is estimated to be **\$47,500**.

## SCHEDULE OF HOURLY RATES

Principal Hydrogeologist	\$165
Senior Hydrogeologist	\$155
Project Geologist	\$140
Environmental Scientist	\$125
GIS Specialist	\$125
Staff Geologist II	\$125
Staff Geologist I	\$110

## EXPENSES

Mileage	\$0.58/mile
Other expenses at cost plus 10 percent handling	

## AGREEMENT

If the above work scope and fees and conditions are acceptable, this proposal will serve as the basis for agreement.

Respectfully submitted,

CLEATH-HARRIS GEOLOGISTS, INC.

Spencer J. Harris, President

attachment



## 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.