

**AGREEMENT FOR PROFESSIONAL SERVICES
WASTEWATER TREATMENT PLANT PROGRAM MANAGEMENT SERVICES**

This Agreement is made on **December 5, 2023** by and between **Carollo Engineers, Inc.**, a Delaware corporation (“Contractor”), and the **City of Santa Maria**, a California Municipal Corporation and charter city (“City”), in Santa Maria, California, based on the following recitals:

WHEREAS, City has determined that Wastewater Treatment Plant Program Management Services involves performance of technical and professional services of a temporary nature (the “Project”); and

WHEREAS, City does not have available employees to perform the services for the Project; and

WHEREAS, on March 17, 2023, the City of Santa Maria Utilities Department released a Request for Qualifications for Wastewater Treatment Plant Program Management Services (“RFQ”); and

WHEREAS, the Contractor submitted a statement of qualifications that was responsive to the City’s RFQ prior to the submittal deadline; and

WHEREAS, following a comprehensive evaluation of that submittal in consideration of the RFQ rating criteria, an interview with the Contractor on June 22, 2023, and subsequent discussions between the Contractor and members of the City’s selection committee, the Contractor was selected to perform the services for the Project; and

WHEREAS, the City determined Contractor’s rates were fair and reasonable compared to other firms performing similar services; and

WHEREAS, in consideration of the timeliness of the work to be accomplished by July 14, 2023 related to the Notice of Applicability (“NOA”) dated June 16, 2023 issued to the City of Santa Maria by the Central Coast Water Board (“Water Board”), as authorized by City Purchasing Guidelines, the City and the Contractor entered into a June 30, 2023 agreement for immediate, critical services to be performed by the Contractor related to the Project (hereinafter referred as the “Interim Scope”); and

WHEREAS, on October 30, 2023, the Interim Scope was amended to include additional immediate tasks for completion by the Contractor and to increase the Project budget accordingly (“Amendment No. 1 to Interim Scope”); and

WHEREAS, while performing the services required under the Interim Scope, the City and the Contractor negotiated the terms and conditions for the comprehensive scope of work for the Project to be performed by the Contractor to cover the first phase of the Project (approximately the first eighteen months), as memorialized in this “Agreement for Professional Services - Wastewater Treatment Plant Program Management Services dated December 5, 2023”; and

WHEREAS, the Contractor is registered or licensed in California to perform the services for the Project.

NOW, THEREFORE, IT IS AGREED:

1. **Recitals true.** The above recitals are true.

2. **General.**

2.01 Term and Termination. The term of this Agreement begins on the first date written above and **ends at 11:59 p.m. on June 30, 2025**. This Agreement may be extended by mutual consent of the parties. This Agreement may be terminated for breach of its terms or conditions, or because of discovery of any act which violates local, state, or federal law. Termination is effective fourteen (14) days after deposit of notice as specified in this Agreement.

2.02 Services to be Performed. Contractor shall determine the method, details, and means of providing services for the Project. More specifically, Contractor agrees to perform the specific services listed in Exhibit "A."

2.03 City's Duties. City's duties under this Agreement are to cooperate with the Contractor in the performance of the Agreement and timely pay invoices as outlined in Exhibit "C". In addition, City shall furnish Contractor available studies, reports and other data pertinent to Contractor's services; obtain or authorize Contractor to obtain or provide additional reports and data as required; furnish to Contractor services of others required for the performance of Contractor's services hereunder, and Contractor shall be entitled to use and reasonably rely upon all such information and services provided by City or others in performing Contractor's services under this Agreement. Additionally, the City shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform services hereunder.

2.04 Payment. Payment terms under this Agreement are listed in Exhibit "B". The City agrees to timely review invoices for approval and promptly submit for payment processing.

2.05 Insurance. Contractor shall provide insurance as listed in Exhibit "C."

2.06 Exhibits. Exhibits "A", "B", and "C" are attached and incorporated.

3. **Contractor's Obligations.**

3.01 Minimum Amount of Service. Contractor shall devote sufficient time to perform services under this Agreement efficiently and effectively. Contractor may represent, perform services for and be employed by additional individuals or entities, in Contractor's sole discretion, as long as the performance of these extracontractual services does not interfere with or present a conflict with the City's business.

3.02 Tools and Equipment. Except as otherwise stated in this Agreement, Contractor will supply all tools and equipment necessary to perform this Agreement.

3.03 Status. Contractor (including its employees) is an independent Contractor. No employer/employee relationship exists between Contractor and City. Contractor's assigned personnel shall not be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Contractor under this Agreement. Contractor (as a business entity, including its employees) is a "design professional" as defined by California Civil Code section 2782.8(c)(3).

3.04 Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend (with independent counsel approved by the City) and hold harmless the City, and its directors, officers, and employees from and against all liabilities (including without limitation all claims, losses, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs and costs of alternative dispute resolution) regardless of nature or type that arise out of, pertain to, or relate to the negligence, reckless, or willful misconduct of

Contractor including its employees. The provisions of this paragraph survive completion of the services or the termination of this contract. The provisions of this section are not limited by the provisions of the section relating to insurance. In no event shall the cost to defend charges Contractor exceed Contractor's proportionate percentage of fault.

3.05 Warranties and Damages. Contractor shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental, liquidated, or consequential damages to City any third party. Additionally, Contractor shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Contractor's subconsultants, that impact project completion and/or success.

3.06 Standard of Care. Contractor shall complete the services required hereunder in accordance with the prevailing standard of care by exercising the skill and ability ordinarily required of consultants performing the same or similar services, under the same or similar circumstances, in the State of California.

3.07 Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming water quality and/or quantity; the way City's plant(s) and/or associated processes are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, Contractor makes no warranty that City's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from Contractor's opinions, analyses, projections, or estimates.

3.08 Delays. Contractor is not responsible for damage or delay in performance caused by events beyond the reasonable control of Contractor. In the event Contractor's services are suspended, delayed, or interrupted for the convenience of City or delays occur beyond the reasonable control of Contractor, an equitable adjustment in Contractor's time of performance and cost of Contractor's personnel and subcontractors may be made.

4. Miscellaneous

4.01 Notices. All communication relating to the day-to-day activities of this Agreement shall be exchanged between a designated representative of City and a representative of Contractor, listed below. All notices shall be addressed as follows unless a written change is filed with the City:

City:
Attn: Shad Springer
City of Santa Maria
Utilities Department
2065 East Main Street
Santa Maria, CA 93454

Contractor:
Attn: Graham Juby, Vice President
Carollo Engineers, Inc.
3150 Bristol Street
Costa Mesa, CA 92620

If the designated Representative or address of either party changes during the term of this Agreement, a written notice shall be given to the other party prior to the effective date of change. Any written notices required under this Agreement shall be effective five (5) days after deposit into United States mail, postage prepaid, addressed to the designated Representative, or upon confirmation of receipt of delivery if another notification process is used.

4.02 Compliance With Laws, etc. Contractor shall comply with all laws, including but not limited to the rules and policies of the City, in performing this Agreement.

4.03 Integration. This Agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties.

4.04 Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

4.05 Jurisdiction. Jurisdiction and venue of all disputes over the terms of this agreement shall be in the County of Northern Santa Barbara, State of California.

4.06 Warranty of authority. Each person signing this Agreement on behalf of a party warrants that he or she has authority to do so.

4.07 No Waiver. Failure to enforce with respect to a default shall not be construed as a waiver.

4.08 Severability. The provisions of this Agreement are severable. If any part of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

4.09 Submittals. In addition to any other submittals required by this Agreement, Contractor shall submit copies of its current business license and current certificate of workers compensation coverage to the City before beginning work on this Project.

4.10 Prevailing Wage. If applicable, Contractor and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code. The Director's determination is on file and open to inspection at www.dir.ca.gov and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

4.11 Third Parties. The services to be performed by Contractor are intended solely for the benefit of City. No person or entity not a signatory to this Agreement shall be entitled to rely on Contractor's performance of its services hereunder, and no right to assert a claim against Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Contractor's services hereunder.

CONTINUED ON NEXT PAGE

IN WITNESS WHEREOF, this Agreement is executed by the parties on the date first written above.

“Contractor”
CAROLLO ENGINEERS, INC.
a Delaware corporation, authorized to do
business in the State of California

“City”
CITY OF SANTA MARIA
a political subdivision
of the State of California

By: *Graham Juby*
Graham Juby (Nov 8, 2023 12:05 PST)
GRAHAM JUBY
Vice President

By: _____
SHAD S. SPRINGER, P.E., MPA
Director of Utilities

By: _____
ANNE PRUDHEL
Senior Vice President

ATTEST

By: _____
SARAH LANSBURGH
Chief Deputy City Clerk

APPROVED AS TO FORM

Risk Manager

City Attorney

**EXHIBIT “A”
SERVICES TO BE PROVIDED**

PROJECT UNDERSTANDING

The City is embarking on a large, roughly ten-year program to upgrade its existing wastewater treatment plant (“WWTP” or “plant”) to meet new General Order requirements. The City owns and operates the existing WWTP which has a rated capacity of around 13.5 million gallons per day (“mgd”) and currently treats approximately 7.5 mgd from a population of about 110,000, including domestic, commercial, and industrial users. The plant also receives hauled septage from a wide area, as this is the only local treatment plant that accepts septage. The plant is located on a 211-acre parcel at 601 South Black Road, and all treated effluent is disposed of via seventeen percolation ponds covering about one hundred twenty-three acres.

THIS EXHIBIT REPRESENTS THE PHASE 1 SCOPE OF WORK THAT WILL COVER APPROXIMATELY THE FIRST EIGHTEEN MONTHS OF THE PROGRAM MANAGEMENT SERVICES FOCUSED ON REGULATORY SUPPORT, CURRENT WWTP PERFORMANCE, ENVIRONMENTAL, THE WASTEWATER MASTER PLAN, PERCOLATION POND CAPACITY EVALUATION, FUNDING, AND STAKEHOLDER OUTREACH.

Following this, the City and the Contractor (hereinafter referred to as “Carollo” within this Exhibit “A”) will negotiate the Phase 2 services that will include the program management and delivery, design, construction, start-up and commissioning of the new facilities required to achieve compliance with the new General Order.

Specific tasks and sub-tasks are presented in more detail below.

SCOPE OF WORK

Task 1 – Project Management and Administration

Provide project management throughout the course of the project/program to provide fulfillment of the project scope of work within budget and schedule. This includes the management responsibilities associated with schedule review, budget control, invoice preparation and coordination with the City's project manager and staff, Carollo's project team, subconsultants, and subcontractors.

As part of this project management task, Carollo will complete the following:

- **Project Schedule**. Maintain on a monthly basis an updated project schedule outlining all tasks, durations, milestone dates, and the City's review periods.
- **Reviews**. Provide quality assurance and quality control ("QA/QC") reviews throughout the course of the project. Provide reviews of all work products, incorporate City's comments into all deliverables while adhering to industry practices and standards.
- **Monthly Project Progress Meetings**. Throughout the course of the project, attend project progress meetings relative to the ongoing task activities. Project progress meetings will take place monthly for the duration of the project. It is anticipated that these meetings will be in-person and held at the City's administration office or at the WWTP. Prepare meeting minutes for review by City staff and send them to the City by email within five working days.
- **Kickoff Meeting**. Attend an in-person kickoff meeting with the City to discuss the project goals and objectives, communication preferences, an overview of the scope of work and initiate data collection.
- **Biweekly Meetings**. In addition, bi-weekly telephone calls/Teams/Zoom meetings will be held with the City's project manager to discuss action items and other project related activities to keep the project on track.
- **Project Workshops**. Prepare for and attend up to ten project workshops. The purpose of a workshop will be to discuss one or more specific items in detail to assist the City and/or other project stakeholders with specific project decisions. Workshops will take the place of a Monthly Project Progress Meeting, as appropriate.

Deliverables: Monthly updated project schedule, meeting agendas, meeting minutes, monthly invoices, and presentation materials, all submitted in electronic (PDF) format.

Task 2 – Data Collection and Review

The purpose of this task is to obtain relevant information as is available from the City.

- Prior to and following the kickoff meeting with the City, prepare a potential list of data that will be of interest for this project (the "Data Request List").
- Maintain the Data Request List and add to the list as needed throughout the duration of the project.
- Review the City's existing data, reports, record drawings, and studies regarding the sewer collection system, the WWTP, and other facilities relevant to the project.

Deliverables: Initial Data Request List, and regular updates to the list as needed, all in electronic (PDF) format.

Task 3 – Regulatory Support

The purpose of this task is to assist the City with regulatory support based on the content of the NOA received from the Water Board dated June 16, 2023, the City’s response, and subsequent dealings with the Water Board, as needed. Carollo will hire Larry Walker and Associates (“LWA”) to provide specialist regulatory support for all sub-tasks.

Task 3.1 – Follow-up Meetings and Discussions with Water Board regarding NOA

This task is likely to include a follow-up meetings and discussions with the Water Board to discuss the comments provided by the City on the NOA, as well as preparation of response letters and additional information needed to support the City’s position with respect to the interim effluent limits, the disposal pond capacity, the proposed monitoring plan, and other issues.

Task 3.2 – Development of the Time Schedule Compliance Plan

The Time Schedule Compliance Plan must be submitted to the Water Board by June 16, 2024. In the Plan, the City must identify if it will be using Option 1 (complying with effluent limits) or Option 2 (to implement a groundwater monitoring program to show compliance with individual constituents in the groundwater). Gather the required information to begin the analysis and complete a comparison between Option 1 and Option 2 to clearly identify the preferred direction for the City. Prepare a draft of the compliance plan by the end of January 2024 to allow adequate time for internal review. Report requirements are set out in the NOA. Meet with the City as needed to discuss comments on the draft compliance plan. Prepare an updated final version of the compliance plan for the City to submit to the Water Board by June 16, 2024.

Deliverables: Draft and Final Time Schedule Compliance Plan in electronic format.

Task 3.3 – Development of other Technical Reports for the Water Board

The NOA requires preparation of several technical reports. Carollo will provide as needed assistance to the City to prepare these reports. The reports that will be required are shown in the table below:

<i>Report</i>	<i>Water Board Due Date</i>	<i>Comments</i>
Operations & Maintenance Manual	June 16, 2024	City has an existing manual
Climate Change Adaption Plan	June 16, 2025	
Time Schedule Compliance Plan	June 16, 2024	See Task 3.2
Groundwater Monitoring Plan	October 16, 2024	If Option 2 selected

For the Operations and Maintenance (“O&M”) Manual, Carollo will review the existing O&M Manual and conduct a gap analysis initially to identify the areas of the O&M that will require additional input.

Thereafter, the existing O&M Manual will be updated and modernized to reflect the current treatment plant operation to meet the requirements of the General Order. The updated O&M Manual will be submitted as a PDF, but it will not be an interactive electronic O&M Manual.

Deliverables: Draft and Final versions of the updated O&M Manual, Groundwater Monitoring Plan, and Climate Change Adaption Plan, all in electronic format.

Task 3.4 – Assist City with setting up GeoTracker

Technical submissions to the Water Board are required to be submitted via GeoTracker. Carollo will help the City set up the GeoTracker site for uploading reports to the Water Board.

Task 4 – WWTP Performance Assistance

The performance of the existing trickling filters has declined over the first half of 2023 to the point that the City may not be able to meet a CBOD of 60 mg/L in the treated effluent. Carollo will provide support to assist with identifying an approach or approaches to improving performance.

Sub-tasks include:

- Evaluate performance data and provide on-going support to the City during the investigation of options to improve the current trickling filter performance.
- Provide plant operational support with an on-site person to work with the Chief Plant Operator for approximately one week to see if trickling filter performance can be improved.
- Develop a testing plan and conduct on-site jar testing for CBOD/BOD₅ removal in the primary clarifiers, evaluate the performance, and prepare Technical Memorandum No. 1 summarizing the results and recommendations.
- Review the historical septage hauler information. Prepare Technical Memorandum No. 2 summarizing the findings and recommendations with respect to the ability to segregate some septage flow and treat it directly in the anaerobic digesters.

Task 5 – CEQA/Environmental Process

The first step in the California Environmental Quality Act (“CEQA”) process is to determine whether the project is exempt from CEQA or what level of CEQA response is required. This scope of work includes preparation of review documentation pursuant to CEQA, as well as the necessary environmental documentation to satisfy the requirements of the Clean Water State Revolving Fund (CWSRF) Program Operating Agreement between the United States Environmental Protection Agency (EPA) and the State Water Resources Control Board (SWRCB); called CEQA plus. The scope assumes that a Mitigated Negative Declaration (“MND”) supported by the Initial Study will be the appropriate level of CEQA documentation. It is noted that the City did conduct CEQA for a possible percolation pond expansion project on the east side of Black Road. This documentation will be provided by the City and be used to provide relevant background environmental information for the team. If potentially significant and unavoidable impacts are identified for selected topics, a Focused EIR would be required. It is anticipated that the Initial Study would be used to identify those topics that do not require additional analysis. If a Focused EIR is required, a scope and budget adjustment would be required.

Task 5.1 – Project Initiation

Task 5.1.1 Project Start-Up

Carollo will contract with LSA to provide the required CEQA / environmental services. LSA and Carollo will attend a remote kick-off meeting with City staff via Teams. The scope of work for Task 5 will be discussed and confirmed. As part of this task all pertinent historical data provided by the City will be reviewed by the Carollo team as well as any other relevant technical studies and documents. The Carollo team will provide maps and conceptual drawings as well as any technical studies prepared for the proposed project.

Task 5.1.2 Site Review

The following technical research will be undertaken to provide information for the planning process:

Biological Resources. A thorough biological resources assessment required for project review under CEQA will be conducted. A key objective of the evaluation will be to identify any special status plant, wildlife species, or sensitive habitats that the project may affect. The project site is flat and currently developed, consisting of an active wastewater treatment plant with several treatment and settling ponds. The site is bounded by mainly agricultural land uses; a compost facility is located directly to the west. Sensitive biological resources potentially occurring in the project site include California red-legged frog (*Rana draytonii*), western spadefoot (*Spea hammondi*), California tiger salamander (*Ambystoma californiense*), Swainson's hawk (*Buteo swainsoni*), western burrowing owl (*Athene cunicularia*), bats and other nesting birds, special-status plants, and jurisdictional waters. As part of this task to prepare the assessment the following subtasks will be completed:

- Literature Review and Records Search. Prior to a site visit, execute and evaluate a biological resource records search of the most current versions of the California Department of Fish and Wildlife ("CDFW") California Natural Diversity Database (CNDDDB), the California Native Plant Society (CNPS) Electronic Inventory of Rare and Endangered Vascular Plants of California, and the United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation (iPaC) database. These databases will be reviewed for known occurrences of special-status biological resources and mapped jurisdictional aquatic resources. Also review previous project work in the area for applicable biological resources information.
- Field Work. Following the literature review, an experienced biologist familiar with the habitats and special-status natural resources of the region will conduct a general survey of the biological resources in areas that may be directly or indirectly impacted by proposed project activities, particularly to document the occurrence of any biological resources (i.e., species or habitats) of interest or concern and to determine the potential for the presence of any such resources that may not be detectable at the time of the site survey. The survey will be conducted on foot, walking the perimeter and throughout the project site. All occurrences of rare plant and/or wildlife species within the study area shall be mapped, along with all vegetation communities and other land cover types within the study area. Also assess the trees as potential habitat for nesting birds or roosting bats and document any fossorial burrow complexes potentially suitable for western burrowing owl or California tiger salamander. It is anticipated that the field survey will take 2 days to complete.

As part of the field work, any potential jurisdictional waters of the United States as well as streambeds, riparian vegetation, or wetlands subject to State jurisdiction, and/or features considered sensitive by local jurisdictions that are identified within the project limits would also be assessed in the field. Include information gathered from this field work, including a map of the study area, in the technical memorandum described below. A formal, stand-alone jurisdictional delineation report is not included in this scope. If a formal jurisdictional delineation report is requested, a revised scope and budget will be prepared for such documentation.

This scope of work does not include a formal, stand-alone aquatic resources delineation report.

Biological Resources Technical Memorandum. The results of the field surveys will be documented in a Biological Resources Technical Memorandum, to account for biological resources in the project area and to evaluate potential project effects to biological resources. The memorandum will include the following:

- A description of the survey methodology and general regulatory background/ definitions;
- A discussion of the of soils, plant communities, and other land cover types;
- Identification and discussion of areas that may potentially be considered jurisdictional wetlands, waters of the United States, waters of the State, or streambeds, as defined by the United States Army Corps of Engineers (USACE), California State Water Resources Control Board, and the CDFW;
- A description of observed or otherwise detected special-status species;
- An assessment of potential habitat value for special-status species;
- A discussion of direct, indirect, and cumulative impacts of the proposed project to special-status biological resources, including federally listed species;
- A list of plant and wildlife species observed during the survey;
- Representative photographs of the project site and graphics showing the project location and vegetation communities (additional graphics, as needed, will show locations of special-status species or sensitive natural communities, jurisdictional waters, potential special-status species habitat, and areas of designated critical habitat on or directly adjacent to the project site); and
- A Federal Endangered Species Act (FESA) / California Endangered Species Act (CESA) determination.

Project-related impacts to biological resources will be evaluated in accordance with the 2023 State CEQA Guidelines, CEQA-Plus requirements, and other applicable federal, State, and local regulations/policies. As applicable, measures will be identified for avoidance, minimization, and/or mitigation of project impacts.

Cultural Resources. Per Section 106 of the NHPA (Section 106), a historic property is a prehistoric or historic district, site, building, structure, or object included in or eligible for inclusion in the National Register of Historic Places (National Register). As part of the CEQA-Plus process, a CEQA-level cultural resources analysis will be conducted concurrently with a Section 106 cultural resources analysis to identify any CEQA historical resources or Section 106 historic properties within the project site. A preliminary review of aerial photographs and topographic quadrangle maps, the project site appears to have been used for sewage treatment since 1938 and extant built environment elements within the current facility appear to date from the 1960s and early 1970s. Accordingly, in order to determine whether the WWTP qualifies as an “historical resource” under Section 5024.1 of the California Public Resources Code, it will be necessary to evaluate it for its potential for inclusion in the National Register and the California Register of Historical Resources (California Register).

To efficiently address both the CEQA and Section 106 requirements, a Section 106 Historic Properties Identification Report (HPIR) will be prepared per the SWRCB guidelines dated July 13, 2020. The HPIR findings will be used as a basis for the CEQA analysis and for establishing the cultural resources baseline conditions in the Initial Study (“IS”) / MND. The following subtasks will be completed as part of the cultural resources analysis:

- Background Research. Coordinate with staff of the Central Coast Information Center (CCIC) to conduct a records search of the project site and a 0.25-mile radius. Conduct

property-specific research at information repositories, government offices, and local archives to investigate the background of the WWTP and identify its historic context. In addition to online sources, research at: the Santa Maria Public Library, the Santa Maria Valley Historical Society Museum, and a review of records, maps, and plans on file at the City's Utilities Department. The archival research at these locations will examine local histories, maps, aerial photographs and images, city directories, local newspaper clipping files, and government records (e.g., County Surveyor maps, deeds of trust, sales and property transfer documents, grantee/grantor entries, and surveys).

- Interested Party Consultation. Reach out to local historical societies and organizations via email to request any information or concerns they may have regarding the project site. Anticipate reaching out to the following organizations: the Santa Barbara County Historical Society, the Santa Maria Valley Historical Society Museum, and the City of Santa Maria Utilities Department for plans, permits, and other evidence relevant to inform the historical context of the facility and its development. Contact the Native American Heritage Commission (NAHC) for a search of the Sacred Lands File and a Native American contact list. At the City's direction, send tribal notification letters to all parties identified by City (via Certified Mail) and follow up with at least one phone call or email to ensure all tribal groups received the letter and have an opportunity to comment. Compile an administrative record to document the coordination process, which will be attached to the archaeological report along with all tribal correspondence. This scope assumes no more than 15 letters will be sent to tribal groups.
- Field Surveys. An Architectural Historian who meets the Secretary of the Interior's (SOI) Professional Qualification Standards in Architectural History and History (36 CFR Part 61) will conduct a pedestrian field survey to document the form, materials, and construction style(s) of the project site's built environment, as well as to identify any subsequent structural modifications. Also, an Archaeologist who meets the Register of Professional Archaeologist's (RPA) standards (RA or RPA) or an archaeologist directed by the RA/RPA will conduct a pedestrian field survey to examine the project site surface for archaeological resources. This scope assumes negative findings, i.e., that no archaeological or historical resources will be identified on the project site by the pedestrian survey or record search. In the event resources are identified, the City will be informed immediately to develop a scope and budget for additional tasks. For example, cultural resources would be recorded on State of California Department of Parks and Recreation (DPR) Series 523 forms in accordance with the guidelines established by the Office of Historic Preservation (OHP).
- Area of Potential Effects (APE) Map. Using project plans and the results of the records search and field survey, LSA will develop an APE map for the project.
- Report. Following the research, interested party consultation, and field review, a Section 106 HPIR will be prepared to document the cultural resources analysis methods and results. The report will include a project description, an APE description (including proposed excavation depths for all project components), project setting, background search results, tribal coordination summary, field survey results and will be submitted to the NWIC in fulfillment of a requirement to access their archives.

- Draft Section 106 Letter. A draft letter will be prepared for submission to the SWRCB to use in its consultation with the California State Historic Preservation Officer (SHPO).

Deliverables: Draft and Final versions of the Section 106 HPIR Report, and the Section 106 Letter to the SWRCB. Each document will be submitted to the City for review and comment. After the City’s review a meeting will be held with the City to receive their comments. Final versions of the reports will be prepared and submitted, all in electronic (PDF) format.

Task 5.1.3 Project Description

Prepare a detailed project description suitable for use in the Initial Study / MND. The project description will describe details of the proposed work, proposed construction activities, and project phasing. Include relevant plans or diagrams, as provided by the City and the planning engineers, with the project description. Following review and approval by the City, the project description will be used as the basis for evaluating the project’s potential environmental impacts. Following commencement of the environmental analysis in the Initial Study, substantial changes to the approved project description could result in the need for rework or delays in the schedule as well as the need for a scope and budget adjustment.

Deliverables: Draft and Final Project Description in electronic (PDF) format.

Task 5.2 – Evaluation of Environmental Effects

An Initial Study will be prepared in accordance with CEQA and the CEQA Guidelines and will utilize the most recent Environmental Checklist Form (Appendix G of the CEQA Guidelines). Each topic in the checklist will be evaluated and responded to. Environmental analysis will be based on available information, and information developed as part of the planning process. The following environmental topics will be evaluated in the Initial Study, consistent with the requirements of CEQA. Each issue topic is shown in alphabetical order, as it appears in the CEQA checklist.

- | | |
|-------------------------------------|---------------------------------|
| ▪ Aesthetics | ▪ Land use and Planning |
| ▪ Agricultural / Forestry Resources | ▪ Mineral Resources |
| ▪ Air Quality | ▪ Noise |
| ▪ Biological Resources | ▪ Population and Housing |
| ▪ Cultural Resources | ▪ Public Service |
| ▪ Energy | ▪ Recreation |
| ▪ Geology and Soils | ▪ Transportation |
| ▪ Greenhouse Gas Emissions | ▪ Tribal Cultural Resources |
| ▪ Hazards and Hazardous Materials | ▪ Utilities and Service Systems |
| ▪ Hydrology and Storm Drainage | ▪ Wildlife |

Deliverables: See Task 5.3.

Task 5.3 – CEQA Documentation

An Administrative Draft Initial Study (IS) will be prepared for City review and comment. This scope of work assumes that the IS will indicate that an MND is the appropriate level of environmental documentation. Therefore, this scope also assumes preparation of a Screencheck Draft IS/MND, a Public Review Draft IS/MND, and a Final IS/MND, which will include responses to comments, as necessary. In addition, a Mitigation Monitoring and Reporting Program (“MMRP”), as described below, will be prepared.

Deliverables: One electronic copy in MS Word and one PDF of each draft will be provided to the City for review and comment, with the exception of the Public Review Draft IS/MND. As described below, up to five hard copies of the Public Review Draft IS/MND will be provided for the City's use/distribution.

Task 5.3.1 Administrative Draft Initial Study

Using the setting and analysis prepared under Task 5.2 above, an Administrative Draft Initial Study will be prepared with the following components, including figures to illustrate the project location and features:

- Project Description
- CEQA Appendix G Environmental Checklist Form
- Mandatory Findings of Significance
- Contacts and Bibliography

The Administrative Draft Initial Study will be submitted to the City for review and comment. Following the City's review period, a meeting will be held with City staff to present and explain the findings of the Administrative Draft Initial Study (IS). At this meeting, present a recommendation as to whether to proceed with preparation of a MND or a Focused EIR. As noted above, the following scope assumes that the IS will indicate that an MND is the appropriate level of environmental documentation.

Deliverables: Administrative Draft Initial Study in Word and PDF format.

Task 5.3.2 Screencheck Draft Initial Study / MND

Based on the comments on the Administrative Draft IS/MND, the report will be updated. The Screencheck Draft IS/MND will be provided to City staff to verify that all requested changes have been made and all appendix materials, references, and final graphics are acceptable.

Deliverables: Screencheck Draft Initial Study in Word and PDF format.

Task 5.3.3 Public Review Draft Initial Study / MND

It is anticipated that only minor revisions to the Screencheck Draft will be required in order to prepare the public review IS/MND. As part of this task a Notice of Completion, in accordance with the CEQA Guidelines will be prepared, and coordination with the City will take place to distribute the Draft IS/MND pursuant to CEQA and City review procedures. LSA will coordinate with the City to be assigned as a submitter (on behalf of the City) to submit the Draft IS/MND to the State Clearinghouse for public review. PDF and Word versions of the IS/MND will be provided to allow the City to post these documents on their website. If requested by the City, up to 5 hard copies of the IS/MND will be provided for City staff.

A combined Notice of Intent to Adopt the Mitigated Negative Declaration/Public Hearing Notice will be prepared in accordance with the CEQA Guidelines. Carollo will coordinate with the City to notice and distribute the Draft IS/MND pursuant to CEQA and City review procedures.

Deliverables: Public Review Draft Initial Study/MND in Word and PDF format; and up to five hard copies if the City requires them; combined Notice of Intent to Adopt the Mitigated Negative Declaration/Public Hearing Notice in electronic format.

Task 5.3.4 Final IS / MND

Upon closing of the public review period, responses to public and agency comments received regarding the Public Review Draft IS/MND will be prepared. As it is not possible to predict the number and/or extent of public comments that could be received on the IS/MND, this scope/budget assumes a modest number of comments and includes up to twelve hours of environmental staff time for preparation of responses to written comments. In the event that a large number of comments are received, or if additional technical work is required, additional time and budget may be required.

Formulate responses to the comments on the Public Review Draft IS/MND received during the public review period. Once draft responses to comments have been completed, they will be submitted to the City for review and approval. As required, the Draft IS/MND will be revised to incorporate relevant comments/data received during the public review period. Revisions to the Draft IS/MND will be identified in tracked changes to facilitate subsequent review. This scope includes one round of review from City staff.

If mitigation measures are identified, Carollo will also prepare a MMRP in accordance with State CEQA Guidelines Section 15097 for use in ensuring implementation of the mitigation measures for the project. The mitigation measures will be included in a matrix checklist format for ease in tracking and will be included as an appendix to the Final IS/MND. Submit a Screencheck Final IS/MND, consisting of the Draft IS/MND as revised, the responses to comments, and the draft MMRP to the City for review.

Carollo will also prepare the required Notice of Determination (NOD). Following approval of the project, the City will be responsible for filing the NOD with the County Clerk and State Clearinghouse, and for payment of the Environmental Filing Fee to the CDFW as well as any County filing fees at the time the NOD is filed.

Deliverables: Screencheck Final Initial Study / MND and Final Initial Study/MND in Word and PDF format; Notice of Determination (NOD) in electronic format.

Task 5.4 – CWSRF Environmental Application

Carollo will complete the SWRCB's most current environmental application form and prepare supplemental technical documentation to address the Clean Air Act. This additional analysis, combined with the biological resources and cultural resources analyses prepared under Task 5.1, will provide the necessary federal requirements for CWSRF. Based on the nature of the proposed improvements, the site location, and previous experience with the CEQA-Plus process, no other supplemental analyses (aside from the CEQA document; see Task 5.3 above) are anticipated as part of the environmental package submittal to the SWRCB.

The CWSRF application will require addressing specific areas including:

- Air Emissions - a stand-alone air quality study will not be prepared, but the CEQA

document (Task 5.3) will include an analysis of any impacts associated with air quality. It has been assumed, based on the scope of the proposed project, that a General Conformity determination will not be required.

- Other Environmental Topics – this will address remaining issue areas associated with CWSRF requirements, including: (1) project location relative to the Coastal Zone, (2) farmland impacts, (3) flood hazards, (4) impacts to designated Wild and Scenic Rivers, and (5) location within a sole source aquifer.
- CWSRF Environmental Alternatives Analysis - a matrix with accompanying discussion identifying the environmental impacts of three alternatives (including a No Build Alternative) considered for the proposed project will be prepared.

Deliverables: Administrative and Final Draft Environmental Review Form for CWSEF Environmental Application, and draft and final versions of an Alternatives Analysis Technical Memorandum for inclusion in the CWSRF Environmental Application and as an appendix to the IS/MND.

Task 6 – Wastewater Master Plan

Evaluate and develop a Wastewater Master Plan to provide a thirty-five-year roadmap for the City’s wastewater treatment, disposal, and reuse needs. The new plan will update, replace, and expand on the 1993 Master Plan so that the WWTP facility has the necessary capacity and employs efficient processes and advanced technologies to treat liquids and solids in conformance with current and anticipated environmental standards.

The City will provide all available technical documents, earlier planning efforts, capacity and water quality studies, and onsite system reports available to assist with understanding current conditions or projected future flows – see Task 2. Carollo will assess all necessary regulatory, technical, environmental, and fiscal constraints and opportunities, and develop a comprehensive plan that will manage the Santa Maria community’s current and future wastewater treatment in a sustainable, reliable, cost-effective, and resilient manner.

The Master Plan will communicate a comprehensive understanding of current and future wastewater flow rates and characteristics; the existing plant’s treatment processes, capabilities, and constraints; current concerns; and future needs. It will include fully developed, validated alternatives and a recommended Capital Improvement Program (“CIP”) plan to provide for flexible, reliable, and resilient ongoing operation, and should be guided by the following objectives and principles:

- Protection of the environment and public health.
- Flexible, but robust and cost-effective operations through performance optimization of existing facilities and evaluation and implementation of technologies and treatment and disposal methods.
- Pursuit and promotion of resource and energy recovery from plant operations.
- Development of a CIP founded on comprehensive technical, economic, environmental, and financial decisions to identify, prioritize, and proactively manage aging infrastructure, improve capacity constraints, and prepare the City for future growth, new regulations, and climate change.

It is anticipated that the Master Plan will include the following twelve Volumes, each of which is discussed in the sub-tasks below:

1. Executive Summary.
2. Basis of Planning.
3. Wastewater Characterization and Process Modeling.
4. Existing Facilities Condition Assessment.
5. Wastewater Collection System.
6. Treatment Approach to Addressing New General Order.
7. Reclamation and Reuse.
8. Solids Treatment and Handling.
9. Energy Management.
10. Air Quality and Emissions Control.
11. Capital Improvement Plan and Overall Implementation.
12. Financial Plan and User Rates and Fees.

Task 6.1 – Executive Summary

The Executive Summary will be the first volume of the Master Plan and will provide a summary of the key points from all the other volumes.

Deliverables: Draft and Final Executive Summary, Volume 1, for the Master Plan in electronic format (PDF).

Task 6.2 – Basis of Planning

The purpose of this task is to develop the basis for development of the WWTP Master Plan with a planning horizon to 2060 (thirty-five years) and discuss the parameters that will bookend and define the boundaries between which the Master Plan will be developed. The product of this task will be Volume 2 of the Master Plan. Overall goals for the Master Plan will be developed and the following will be presented, discussed, and evaluated to define the limits for the master planning process:

- Plant History.
- Partners, Stakeholders, and Service Area.
- Environmental Setting and Land Uses.
- Regulatory Requirements. This work will include a detailed evaluation of the requirements of the new General Permit and the implications with respect to level of treatment. It will also consider air quality requirements for the City and surrounding area. Potential changes to regulatory framework due to chemicals of emerging concern and PFAS compounds will also be considered. The approach will be to hold a workshop with City staff (Workshop No. 1) and specialist team members to discuss and brainstorm future regulatory impacts to the WWTP. A chapter will be written to summarize the results.
- Population, Loading, and Flow Projections. Based on information obtained from the City, Carollo will develop sewer flow projections out to 2060. This will also include consideration of current and future municipal and industrial water use, as well as current and future anticipated septage receiving loads. This information will form the basis for sizing the capacity of the WWTP.
- Basis of Cost Estimates and Financial Planning Considerations. This section will outline the cost estimating criteria for use in developing cost estimates for

new/refurbished wastewater treatment facilities. Carollo will rely on equipment cost estimates from vendors, cost estimates from past projects, and internal cost estimating teams to develop planning level cost estimates, with appropriate contingencies and escalation factors for the planning horizon. Costs will be developed to Class 4 costs as described by the AACE.

Deliverables: Develop materials for Workshop No. 1, Prepare Workshop Notes, Draft and Final Basis of Planning Volume 2 for Master Plan, in electronic format (PDF).

Task 6.3 – Wastewater Characterization and Process Modeling

One of the essential components of the master planning exercise is understanding the characteristics of the existing incoming wastewater (influent). This will determine the current concentration and loading rate (when used with flow projection numbers) for organic loading, solids loading, and nutrient loading on the existing and future WWTP. This task will generate a separate chapter in the Master Plan.

- Historical Influent Quality – As part of Task 2, Carollo will work with the City to obtain historical information related to the quality of the incoming wastewater, if possible, with and without the impact of septage deliveries. This information will help to develop historical trends about how the influent quality has changed over the last five years, which will help with defining how the quality may change moving forward.
- Historical Wastewater Flows – Wastewater influent flow data for the past five years will be obtained from the City, including records of septage receiving loads. This information will be used to develop anticipated peaking factors to be used in the planning process.
- Influent Sampling – It is likely that some additional water quality parameters will be needed, beyond those available in the historical data. Carollo will work with the City to develop a sampling and analysis plan to obtain data for additional wastewater parameters needed for process modeling.
- Wastewater Characteristics for Modeling – Based on the information obtained from Items 1 and 2 above, Carollo will develop a table showing the wastewater quality to be used as a basis for the process modeling task.
- Biological Process Modeling – To establish the capacity of the existing facilities and to size wastewater treatment technologies to meet the discharge limits in the General Permit, Carollo will develop a process model using the commercially available BioWin software.
- Existing Facilities – A process model describing the existing treatment process will be developed. The model will be used to assess the capacity of the existing facilities to treat the current influent wastewater and identify process bottlenecks. This step will identify one or more process units that may require some rehabilitation to maintain performance until the new facilities are in operation. Technical Memorandum No. 1 will be developed to summarize the findings of the evaluation.
- Future Facilities – A separate process model will be developed and the agreed wastewater characteristics from Item 4 will be input to assess future alternatives. The model will be used together with the anticipated flow projections to size appropriate treatment processes to achieve the desired treated effluent quality. The model will be used to compare treatment trains using different technologies and will help to identify how plant expansions can be phased in to meet anticipated growth and

potential future regulations. A technical Memorandum will be developed to summarize the findings from the modeling work for future facilities; and will be included as part of Volume 3.

Prepare for and conduct Workshop No. 2 to discuss the wastewater characterization and process modeling outcome.

Deliverables: Workshop Materials for Workshop No. 2, Draft and Final of all sections, reports, and memos that compile Volume 3, in electronic format (PDF).

Task 6.4 – Existing Facilities Condition Assessment

This task will provide an assessment of the condition and remaining useful life of the existing WWTP facilities. This will include a visual condition assessment of all facilities by a team of mechanical, process, electrical and I&C, and structural engineers. For each asset, individual structure and process area, the team will determine the remaining useful life. This will be done by considering the consequence of failure and probability of failure scores for each. Factors to be considered by the assessment team include overall condition, age, input from WWTP operations staff with respect to operational issues, and criticality.

Bearing in mind that the existing facilities will need to remain in good working order for the next eight to ten years, overall WWTP aspects to be considered include:

- General visual condition and remaining useful life.
- Hydraulic profile limitations.
- Individual processes.
- Plant spatial considerations.
- Condition of operations and administration buildings.
- Plant pipeline and processes analysis.
- Auxiliary systems.
- Electrical, telemetry, and SCADA systems.
- Recommendations and cost estimates for items that require repairs and/or rehabilitation to keep the plant in compliance with the effluent discharge permit.

Volume 4 of the master plan will be developed based on the information above. Material from the above will be used in Workshop No. 3 to provide feedback and get input from the City.

Deliverables: Materials for Workshop No. 3, Draft and Final Volume 4, in electronic format (PDF).

Task 6.5 – Wastewater Collection System

The City is working with a separate consultant to develop and update the hydraulic model of the collection system. In addition, the City has a well-established closed-circuit television (CCTV) sewer inspection program. The purpose of the Collection System Volume is to provide a brief summary section, chapter, that will reference the ongoing work that the City is doing relative to the collection system, reference the Sanitary Sewer Master Plan (SSMP) and its recommendations, reference the Sewer Capacity Analysis study, and the City's

General Plan. This will allow the reader to be directed to other documents/sources to obtain further details on the collection system.

Deliverables: Draft and Final Volume 5, in electronic format (PDF).

Task 6.6 – Liquid Treatment Approach to Addressing General Order

As part of Task 6.2, Carollo, in collaboration with City staff, will identify the secondary effluent quality requirements to meet current regulatory requirements and future goals.

This task will identify and evaluate the various treatment train alternatives that will meet the secondary effluent quality needs. The evaluation of the alternatives will include development of process schematics, preliminary layouts, construction cost estimates, and O&M cost estimates. The process model developed in Task 6.3 will be used to assess the effluent quality impact of each treatment configuration and to help with sizing of each unit process. It has been assumed that up to four process configuration layouts showing the conceptual plant arrangement will be developed. These might include:

- An alternative to expand the facilities on the existing site to accommodate the needed treatment facilities to meet the new regulations,
- An alternative to construct all new facilities to the east of Black Road, and largely abandon the existing facilities,
- A hybrid alternative that would expand/retain some facilities at the existing site and also construct new facilities to the east of Black Road, and
- A fourth alternative, still to be determined.

Potential secondary treatment process alternatives for evaluation include conventional activated sludge with fine bubble diffusers; extended aeration activated sludge (longer sludge age and without primary clarifiers initially); oxidation ditches; and membrane bioreactors (MBR) for a higher quality secondary effluent. All process alternatives will be configured to provide the required nitrogen removal to meet the new General Permit and anticipated future effluent quality discharge limits. The BioWin process model will be used to determine the physical size of the secondary treatment alternatives, and the anticipated effluent quality from each. This information will be used in the evaluation to determine the most suitable approach.

Each alternative will be evaluated, and Workshop No. 4 (Alternatives Development and Selection) will be held with the City to discuss the alternatives and decide on the best approach for the City. Following the workshop, the selected alternative will be developed further to a conceptual design level that will include development of design criteria, and an updated cost estimate for inclusion in the CIP, including phasing to meet the plant expansion needs into the future.

Deliverables: Materials for Workshop No. 4, Draft and Final Volume 6, in electronic format (PDF).

Task 6.7 – Reclamation and Reuse

Currently, the City percolates all secondary effluent and gets water exchange credits for the percolated water. This task will evaluate if there are benefits to reusing the effluent rather

than allowing it to percolate into the ground. This task will consider both the current and future regulatory drivers as well as legal considerations related to groundwater exchanges. The Volume will include what was evaluated in terms of reuse, legal considerations and water rights, and why the City came to the decision point for the current arrangement, plus the short- and long-term approaches.

Some of the reuse alternatives that will be considered are:

- Agricultural reuse/irrigation,
- Title 22 irrigation,
- Industrial reuse opportunities,
- Potable reuse through a planned groundwater recharge system.

Following the evaluations, a meeting will be held with the City to present the results of the evaluation and decide the best approach to use in the short, medium and long term for the City.

Deliverables: Draft and Final Volume 7, in electronic format (PDF).

Task 6.8 – Solids Treatment and Handling

This task will identify and evaluate alternatives for solids treatment and handling. The solids handling options will go hand-in-hand with the liquids treatment alternatives developed in Task 6.5.

The evaluations will include the following:

- Anaerobic digestion, followed by sludge drying beds followed by composting (current operation)
- Dewatering secondary sludge followed by composting (no anaerobic digestion)
- Solids thickening, followed by anaerobic digestion of secondary sludge, followed by drying beds and then composting, and
- Aerobic digestion followed by dewatering secondary sludge followed by composting.

Up to two technologies will be evaluated for solids thickening and dewatering. For example, rotary screen thickeners (RSTs) and dissolved air flotation (DAFT) for thickening, and belt presses, screw presses or centrifuges for solids dewatering.

The evaluation of the alternatives will include process schematics, process modeling (Task 6.3), preliminary design criteria, preliminary layouts, construction cost estimates, and O&M cost estimates. Following the evaluations, Workshop No. 5 will be held with the City to present the results of the evaluation and decide the best approach(es) to use.

Following the workshop, the selected alternative will be developed further to a conceptual design level that will include development of design criteria, and an updated cost estimate for inclusion in the CIP, including phasing to meet the plant expansion needs into the future.

Deliverables: Materials for Workshop No. 5, Draft and Final Volume 8, in electronic format (PDF).

Task 6.9 – Energy Management

The new or modified WWTP with enhanced secondary treatment such as activated sludge will require significantly more power than the existing plant. The City may want to consider installation of solar panels, wind turbines, battery storage, or other power generating/storage facilities in order to offset some of the power costs for the new WWTP. This task will evaluate the electrical needs for the new WWTP and assess alternatives. Generating power from biogas produced on site will depend on the treatment processes selected in Task 6.8.

Alternatives to be considered for this task are:

- Cogeneration using low emission combustion engines (only possible if biogas is available)
- Energy recovery using microturbines and fuel cells (only possible if biogas is available)
- Energy recovery by converting biogas to compressed natural gas (CNG) for use in City vehicles or injection into a commercial gas line
- Installation of solar, wind and battery storage
- Bringing in food waste and/or fats, oil and grease (FOG) to enhance biogas production in anaerobic digesters

The evaluation of the alternatives will include process schematics, preliminary sizing, preliminary layouts, construction cost estimates, and O&M cost estimates. Following the evaluations, Workshop No. 6 will be held with the City to present the results of the evaluation and decide the best approach(es) to use.

Following the workshop, the selected alternative(s) will be developed further to a conceptual design level that will include development of design criteria, and an updated cost estimate for inclusion in the CIP, including phasing to meet the plant expansion needs into the future.

Deliverables: Materials for Workshop No. 6, Draft and Final Volume 9, in electronic format (PDF).

Task 6.10 – Air Quality and Emissions/Odor Control and Permitting

This task will identify the facilities that impact air quality and that will need Air Pollution Control District (APCD) permits. The task will also identify other permits that may be needed during the course of the Program. Specific facilities for dealing with treatment plant odor will be addressed in the Volumes dealing with liquids and solids treatment.

The following will be completed:

- Prepare a Permitting Plan. The permitting plan will be in the form of a Technical Memorandum and will include a list of permits, contact persons, probable requirements and an anticipated schedule for the permit applications and receipt of permits.
- Assist the City to begin coordination with APCD and other permitting agencies.
- Draft and Final versions of a Permitting Plan to be incorporated into Volume 10.

Deliverables: Draft and Final Volume 10, in electronic format (PDF).

Task 6.11 – CIP and Implementation

Based on recommendations from the previous tasks, this task will develop the CIP and an overall implementation approach and schedule. It will include the final WWTP schematic, facilities layout, project cost estimate, O&M requirements and costs, project schedule and proposed project delivery method.

Task 6.11.1 Developing the CIP

Developing the CIP will include the following items:

- O&M Costs will be developed for this task. These costs will be based on the current information that the City already has with respect to their O&M costs for the WWTP and will be updated and modified to suit the proposed treatment system identified as the most suitable approach for the City. Available data from existing similar plant configurations will be used to assist with developing appropriate values.
- Capital cost in five- or ten-year increments up to the year 2060, whichever makes sense. The focus of the CIP will be the infrastructure needs to meet the new General Permit but will also include separate projects identified for early implementation or in parallel with the major plant upgrade, and projects that will occur in the years following completion of the plant upgrade.

An initial list of projects and anticipated construction costs will be developed, along with a preliminary schedule to show when the various projects will need to be implemented. This list will be discussed with the City during a workshop (Workshop No. 7) to potentially eliminate or re-schedule certain projects. A final project list with capital cost estimates will be prepared, which will become the CIP for the Program. Project summary sheets will be developed for each item in the CIP to provide an overall description and summarize the major components of the Program.

Deliverables: Materials for Workshop No. 7, Draft and Final CIP, and Project Summary Sheets, in electronic format (PDF).

Task 6.11.2 - Project Delivery Evaluation

For the major CIP project to address the new General Permit limits a project delivery evaluation will be performed to decide on the best approach to deliver the project. Carollo will prepare materials and facilitate another workshop (Workshop No. 8) attended by City staff and stakeholders.

This will include the following topics:

- Project objectives, constraints and drivers that influence the selection of the project delivery method.
- A recap of the City's legal authority and procurement policies as they relate to project delivery.
- A recap of available traditional and alternative delivery methods and identification of delivery methods warranting evaluation including traditional Design-Bid-Build, Construction Management-at-Risk, Fixed Price Design-Build, Progressive Design-Build, Design-Build-Operate, and Design-Build-Operate-Finance / P3.
- A recap of public and private (P3) financing approaches.
- Development of evaluation criteria categories and weighting factors to be used to compare project delivery methods, including project control, risk allocation, schedule,

cost, and other (e.g., political, public acceptance, marketability, flexibility).

After presentation of the above, the group attending the Workshop will perform a preliminary alternative evaluation of the project delivery approach, based on weighted application of evaluation criteria. The preferred delivery approach for the major project to upgrade the WWTP to meet the new General Permit will be decided.

Deliverables: Project Delivery Evaluation Workshop No. 8 materials, Evaluation Criteria, Weighting factors, and Selected approach.

Task 6.11.3 Preparation of Volume 11

Carollo will prepare a draft of Volume 11 of the Master Plan that will incorporate the findings, materials, and decisions from all above sub-tasks. After completing the draft, it will be submitted to the City for review. Following the City's review, a meeting will be held to receive comments on the draft. A final version of Volume 11 will then be prepared. Carollo will present a summary of the final version during a meeting with City staff, leadership and other decision makers and stakeholders, as needed.

Deliverables: Draft and Final Volume 11, in electronic format (PDF), and presentation materials as needed.

Task 6.12 – Financial Plan and User Rates and Fees

The CIP from the Master Plan, developed in the previous task, will be used to update the user rates and fees for the City customers. This will include monthly rates and connection fees. This effort includes analysis, presentations, presentation support, reports, or meetings in support of the rates and fees adoption (recognizing a Prop 218 process will be required). All evaluations will be compiled into Volume 12 of the Master Plan. The City has a financial consultant. Carollo will work with the financial consultant as defined in the following sub-tasks. Information will be provided to the City's financial consultant who will update the user rates.

Connection Fee: Carollo will conduct the connection fee analysis, develop the proposed connection fees, and prepare a report. The evaluation will include changing the currently assumed flow, BOD, and TSS assumptions for the user categories and current O&M costs for the WWTP that are included in the existing rate model to include nitrogen. The changes to these assumed values will be based on updated flow, BOD, TSS and ammonia-N information for each of the customer categories. Carollo will develop a sampling plan so that samples can be collected for the different customer categories. The rate analysis will also include an intermediate rate analysis to supplement the CIP development.

User Rates: The City's existing financial consultant will develop updates to the rate model and future rates. Carollo will coordinate with the City's financial consultant and develop and provide the anticipated treatment cost per pound for TSS, BOD and ammonia-N, to be used in the rate analysis.

Funding Opportunities: This task also includes an analysis of funding opportunities. Carollo will work with the City (and its financial consultant as applicable) to develop a preliminary strategy for funding the project improvements. Based on the project capital and operational financial requirements developed in Task 6.11, Carollo will identify, evaluate, and recommend an appropriate funding strategy for the Program financing options including:

- State and federal funding programs (e.g., SRF, WIFIA, USBR).
- Use of City-issued debt (e.g., bonds).
- Use of City cash reserves and PAYGO funding.

Assistance with Rate and Fee Adoption Process: Carollo will be available to present study findings and recommendations at up to three meetings at specific decision points to be identified by the City. Carollo will work with City staff to develop presentation materials in advance of each meeting, as appropriate.

Deliverables: Draft and Final Volume 12, in electronic format (PDF); also includes analysis, presentations, presentation support, and reports required for development of the Financial Plan.

Task 7 – Percolation Pond Capacity Analysis

The percolation pond capacity analysis will be completed, and recommendations will be implemented concurrently with development of the Master Plan to address percolation pond capacity as expeditiously as possible.

Carollo will evaluate the existing percolation pond performance and capacity to develop and evaluate interim and/or permanent alternatives to improve capacity to meet current and projected system demands and to strengthen WWTP resilience during wet weather flows. The analysis will consider the 240-acre parcel acquired by the City east of the WWTP and across Black Road as part of the analysis and in conjunction with the proposed plant facility layouts for the future to 2060.

Task 7.1: Contract with Specialist Subconsultant

Carollo will contract with geotechnical subconsultant GSI/Yeh to assist with the field investigations and evaluations.

Task 7.2: Data Gathering and Analysis

Complete a desktop review of available geotechnical documentation to understand the historical characterization of geologic materials underlying the percolation ponds. Particular emphasis will be given to the hydrogeologic properties of the materials, any information about the interaction between the performance of the ponds with regional groundwater conditions, and comparison to geologic samples and laboratory results collected during field investigation collected as part of this exploration and prior assessments conducted by the City.

Prepare draft and final versions of a Percolation Pond Evaluation Plan that describes the steps to be undertaken to assess the existing pond capacity and the approach to expanding the capacity to meet future WWTP capacity needs. Discuss the draft report with the City to get their input before submitting the final version.

Deliverables: Draft and Final Percolation Pond Evaluation Plan, in electronic format (PDF).

Task 7.3: Field Investigations

Task 7.3.1 Geotechnical Exploration

Conduct a site walk during mobilization of the initial phase of exploration described below to confirm the scope of work. To characterize the geological materials below the percolation ponds,

a series of geotechnical borings, test pits and cone penetrating test (“CPT”) soundings will be advanced for the project. This work will be contracted by Yeh under a separate contract.

It is anticipated that the City will provide a backhoe and operator for the test pits. The exploration work will include logging of test pits to depths up to ten feet below ground surface (“bgs”), advancing soil borings to an approximate total depth of thirty feet bgs, and performing CPT soundings to thirty feet bgs.

The number of bores will likely range from six to twelve and will be supplemented with a similar number of test pits and up to thirty CPT soundings depending on the project goals percolation pond accessibility. A geologist/engineer will describe the geologic materials from the borings and test pits. The geologist/engineer will collect undisturbed soil samples for analyses of physical properties including permeability. The soil physical properties and hydraulic (permeability) analyses will be completed at the California Polytechnic State University (Cal Poly) Geotechnical Engineering Laboratory in San Luis Obispo and Yeh Laboratory in Grover Beach.

Upon receipt of laboratory analyses results, a data report will be generated to present the distribution of geological materials and the results of the laboratory analyses of these materials. *Deliverables: Draft and Final Data Report, in electronic format (PDF).*

Task 7.3.2 Flow Monitoring

The City is in discussion with the Water Board regarding the percolation capacity of the existing ponds. One of the goals of this task is to develop data that can be presented to the Water Board to demonstrate the average percolation rate and/or the capacity of the existing ponds.

Carollo will conduct flow monitoring within the planned expansion area and/or the existing percolation ponds to develop a more comprehensive understanding of the barriers to groundwater percolation. The monitoring will include the installation of three stilling wells in up to three ponds, deployment of three pressure transducers with telemetry capabilities. For a period of approximately two months, the inflow of water into the percolation ponds will be monitored to estimate the rate of percolation into the groundwater.

The documentation of the field testing will be conducted with field visits and with remotely acquired data from the dataloggers using telemetry capabilities.

The assessment will determine whether the performance of the ponds has changed since similar studies were conducted by the City for the existing percolation ponds.

Following completion of field activities and delivery of the results of the soil laboratory analyses (Task 7.3), and review of available geotechnical documentation, the results will be presented in a meeting with the City. The meeting will present the findings from the exploratory soil borings and laboratory analyses, provide a description of shallow materials observed in the test pits and results of the permeability analyses, results from the flow monitoring, and any suggested operational changes, as warranted. All the results will be compiled into a Percolation Pond Technical Memorandum as part of Task 7.3.3.

Deliverables: Materials for meeting.

Task 7.3.3 Evaluate Alternatives for Addressing Percolation Pond Capacity

Based on the findings from Task 7.3.2 develop and evaluate alternatives to address the percolation pond capacity issue. Previous studies have identified causes of poor performance to be clay layers at relatively shallow depths combined with very little hydraulic gradient to allow for infiltration/percolation. Options for improving the performance often consist of removal and replacement with less permeable materials. Performing a scaled pilot project to simulate various recommended strategies may be an alternative to be considered. The alternatives will include modification/rehabilitation of existing ponds, construction of new ponds to the east of Black Road, and/or a combination of these approaches. Preliminary cost estimates and sizing (as appropriate) will be developed.

Hold a workshop (Workshop No. 9) with the City to discuss the alternatives, the costs and the pros and cons of each approach.

Develop a draft and final Percolation Pond Analysis Technical Memorandum summarizing the work completed and the recommended approach, construction cost estimate and anticipated schedule. The memo will also make recommendations whether the pond modifications should be implemented separately or as part of the work identified in the Master Plan.

Deliverables: Materials for Workshop No. 9, Draft and Final Percolation Pond Analysis Technical Memorandum and recommendations in electronic format (PDF).

Task 7.3.4 Regional Board Support

Provide support for interactions with the Water Board for the design, planning, and construction of the percolation pond expansion.

Task 8 – Stakeholder Outreach

Task 8.1 – Outreach and Communication Strategy

Carollo will work with the City to develop an overall outreach and communication strategy for the project. As necessary, the team will be augmented by additional City staff and/or a public outreach sub-consultant to develop the strategy. An outreach and communication strategy workshop (Workshop No. 10) will be held with the City to identify stakeholders, decide on when best to engage the stakeholder group, decide on initial message(s), develop initial milestones and action items. Information from the workshop will be used to develop a draft Stakeholder and Community Engagement Plan. This plan will build on any existing plan and efforts, and Carollo will assist the City in identifying the key stakeholders to engage and the type of engagement needed.

After submitting the draft Plan, a meeting will be held with the City to discuss any comments on the Plan. Subsequently a final version of the Plan will be developed and will be submitted to the stakeholder group at the appropriate time, which will initiate the stakeholder communication and outreach process.

Deliverables: Outreach and Communication Strategy Workshop (Workshop No. 10) materials, facilitation, and minutes/action items. Draft and Final Stakeholder and Community Engagement Plan, assistance with preparation of materials for stakeholder and community meetings, and preparation of meeting minutes. All deliverables in PDF format.

Task 8.2 – Outreach Meetings

Work with the City to facilitate additional Stakeholder Outreach meetings. For the purposes of this scope of work it has been assumed that Stakeholder Outreach meetings will be held once every quarter for the first eighteen months of the program, but this has not been confirmed. The frequency of meetings may be adjusted following the Workshop discussed above.

Assist the City to develop materials for each meeting and then prepare the meeting notes after each meeting. For the purposes of the Phase 1 work, four Outreach meetings are assumed.

Deliverables: Outreach and Communication Meeting materials, facilitation, and minutes/action items all in electronic format, for a total of four meetings.

EXHIBIT "B"
PAYMENT

I. PROGRESS AUTHORIZATION

Written authorization to proceed from the City authorizes the Contractor to generate the **NOT-TO-EXCEED COST OF ONE MILLION, NINE HUNDRED TWO THOUSAND, TWO HUNDRED SEVENTY-FOUR AND ZERO DOLLARS IN FEES** for above listed tasks in accordance with the rate schedule details that follow.

TOTAL NOT-TO-EXCEED COSTS: \$1,902,274.00

The City reserves the right to withhold any amount if unsatisfied with the service the Contractor provides **or if the Contractor exceeds this written authorization for the above not-to-exceed costs.**

II. INVOICE PROCEDURE

The Contractor's bills shall be substantiated by appropriate documentation, and include an itemized listing of personnel, sub-Contractors, and other direct costs incurred.

Hourly Rates	Program Director	Senior Professional	Lead Project Professional	Project Professional	Professional	Assistant Professional	Snr Technician/Graphics	Document Processing / Clerical	Total Labor Hours	Carollo Labor Fee	Subconsultant Fee (Excl. markup)	Subconsultant Markup	PECE	Travel & Printing	Total Project Fee
	\$ 320	\$ 320	\$ 305	\$ 283	\$ 235	\$ 200	\$ 220	\$ 135	778	\$ 224,322	\$ -	\$ -	\$ 14,000	\$ 15,000	\$ 247,214
Task 1 - Project Management, Administration and Meetings/Workshops	214	178	142	24	114	72	0	34	778	\$ 224,322	\$ -	\$ -	\$ 10,892	\$ 15,000	\$ 247,214
Task 2 - Data Collection and Review	10	16	12	8	16	32	0	0	94	\$ 24,404	\$ -	\$ -	\$ 1,316	\$ -	\$ 25,720
Task 3 - Regulatory Support	13	56	0	52	132	0	16	26	295	\$ 74,846	\$ 51,000	\$ 4,080	\$ 4,130	\$ 1,000	\$ 185,066
Task 4 - Wastewater Treatment Plant Performance Assistance	46	20	20	104	0	96	0	8	294	\$ 76,932	\$ -	\$ -	\$ 4,116	\$ 4,000	\$ 85,048
Task 5 - CEQA/Environmental Process	14	46	4	0	80	0	20	0	164	\$ 43,620	\$ 126,740	\$ 10,139	\$ 2,296	\$ -	\$ 182,795
Task 6 - Wastewater Master Plan	224	312	294	282	900	1832	102	158	4104	\$ 962,666	\$ 13,500	\$ 1,000	\$ 57,456	\$ -	\$ 1,034,702
Task 7 - Percolation Pond Capacity Analysis	20	15	44	0	32	0	0	18	130	\$ 34,770	\$ 203,116	\$ 13,217	\$ 1,820	\$ 4,000	\$ 266,923
Task 8 - Stakeholder Outreach	18	72	0	16	128	0	40	12	286	\$ 70,612	\$ -	\$ -	\$ 4,004	\$ -	\$ 74,816
Grand Total for Phase 1 Services	559	716	516	486	1402	2032	178	256	6145	\$ 1,509,372	\$ 394,356	\$ 28,516	\$ 86,030	\$ 24,000	\$ 2,042,274
Less Current Purchase Orders for Interim Work															\$ 140,000
Net Contract Amount for Phase 1 Services															\$ 1,902,274

**CAROLLO ENGINEERS, INC.
FEE SCHEDULE**

**CITY OF SANTA MARIA
California**

Rates Through Phase 1 (2024)

	<u>Hourly Rate</u>
Engineers/Scientists	
Assistant Professional	\$200.00
Professional	235.00
Project Professional	283.00
Lead Project Professional	305.00
Senior Professional	320.00
Technicians	
Technicians	158.00
Senior Technicians	220.00
Support Staff	
Document Processing / Clerical	135.00
Project Equipment Communication Expense (PECE) Per DL Hour	14.00
Other Direct Expenses	
Travel and Subsistence	at cost
Mileage at IRS Reimbursement Rate Effective January 1, 2023	\$.655 per mile
Subconsultant	cost + 8%
Other Direct Cost	cost + 10%
Expert Witness	Rate x 2.0

EXHIBIT "C" **INSURANCE**

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, his/her agents, representatives, or employees. If Contractor maintains broader coverage and/or higher limits than the minimums shown below, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Contractor.

1) Minimum Scope of Insurance

- a) Coverage shall be at least as broad as:
 - i) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), including products and completed operations, property damage, bodily injury and personal & advertising injury.
 - ii) Insurance Services Office Business Auto Coverage Form Number CA 00 01 covering any auto (Code 1); or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9).
 - iii) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - iv) Errors and Omissions liability insurance appropriate to the Contractor's profession.
 - v) Contractor's Pollution liability insurance applicable to the work being performed.
 - vi) Cyber Liability insurance as applicable to the work being performed and appropriate to the Contractor's profession. Such coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

2) Minimum Limits of Insurance

- a) Contractor shall maintain limits no less than:
 - i) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - ii) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - iii) Workers' Compensation: Statutory limits.
 - iv) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
 - v) Errors and Omissions Liability: \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
 - vi) Contractors Pollution Liability: \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
 - vii) Cyber Liability: \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

3) Self-insured Retentions

Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

4) Other Insurance Provisions

- a) The commercial general liability and automobile liability policies **are to contain, or be endorsed to contain**, the following provisions:
- i) *The City of Santa Maria, its officers, officials, employees, and volunteers are to be covered as additional insureds on the policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.* General liability coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 **and** CG 20 37 forms if later revisions are used).
 - ii) For any claims related to this project, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
 - iii) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled or reduced, **except with notice stating the title of this Agreement to the City.** All notices provided pursuant to this Agreement shall be given to the City representative listed for notice in this agreement and shall specify the title of this Agreement. Notice may be given by overnight mail, facsimile with confirmation of receipt, or certified mail with return-receipt requested.
 - iv) Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not City has received a waiver of subrogation endorsement from the insurer.
 - v) If any of the required policies provide claims-made coverage:
 - (1) The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - (2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - (3) If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

5) Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

6) Verification of Coverage

- a) Contractor shall furnish City with original certificates and amendatory endorsements of the applicable policy language effecting coverage required by this clause.

- b) All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications, at any time.

7) Special Risks or Circumstances

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