



**FALLBROOK PUBLIC UTILITY DISTRICT
MEETING OF THE ENGINEERING & OPERATIONS COMMITTEE**

AGENDA

**WEDNESDAY, MAY 22, 2024
9:00 A.M.**

**FALLBROOK PUBLIC UTILITY DISTRICT
990 E. MISSION RD., FALLBROOK, CA 92028
PHONE: (760) 728-1125**

THIS MEETING WILL BE HELD AT THE ABOVE DATE, TIME, AND LOCATION AND MEMBERS OF THE PUBLIC MAY ATTEND IN PERSON AT THE DISTRICT OFFICE LOCATED AT 990 E. MISSION RD., FALLBROOK, CA 92028. FOR THE CONVENIENCE OF MEMBERS OF THE PUBLIC WHO DO NOT WISH TO ATTEND IN PERSON, FALLBROOK PUBLIC UTILITY DISTRICT PROVIDES A MEANS TO OBSERVE AND PROVIDE PUBLIC COMMENTS AT THE MEETING VIA WEB CONFERENCE USING THE BELOW CALL-IN AND WEBLINK INFORMATION. PLEASE NOTE THAT IN THE EVENT OF TECHNICAL ISSUES THAT DISRUPT THE ABILITY OF MEMBERS OF THE PUBLIC TO VIEW THE MEETING OR PROVIDE PUBLIC COMMENTS THROUGH THE WEB CONFERENCE OPTION, THE MEETING WILL CONTINUE.

Join Zoom Meeting

<https://us06web.zoom.us/j/84348430669?pwd=DaZNgZbydakbOAt4xbCkpemUwWaMSj.1>

MEETING ID: 843 4843 0669

AUDIO PASSCODE: 609336

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PUBLIC COMMENTS: Members of the public may submit public comments and comments on agenda items in one of the following ways:

SUBMIT COMMENTS BEFORE THE MEETING:

- By emailing to our Board Secretary at leckert@fpud.com
- By mailing to the District Offices at 990 E. Mission Rd., Fallbrook, CA 92028
- By depositing them in the District's Payment Drop Box located at 990 E. Mission Rd., Fallbrook, CA 92028

All comments submitted before the meeting by whatever means must be received at least 1 hour in advance of the meeting. All comments will be read to the Committee during the appropriate portion of the meeting. Please keep any written comments to 3 minutes.

REMOTELY MAKE COMMENTS DURING THE MEETING: The Committee Chair will inquire prior to Committee discussion if there are any comments from the public on each item.

- Via Zoom Webinar go to the "Participants List," hover over your name and click on "raise hand." This will notify the moderator that you wish to speak during oral communication or during a specific item on the agenda.
- Via phone, you can raise your hand by pressing *9 to notify the moderator that you wish to speak during the current item.

MAKE IN-PERSON COMMENTS DURING THE MEETING: The Committee Chair will inquire prior to Committee discussion if there are any comments from the public on each item, at which time members of the public attending in person may make comments.

THESE PUBLIC COMMENT PROCEDURES SUPERSEDE THE DISTRICT'S STANDARD PUBLIC COMMENT POLICIES AND PROCEDURES TO THE CONTRARY.

If you have a disability and need an accommodation to participate in the meeting, please call the Board Secretary at (760) 999-2704 for assistance.

I. PRELIMINARY FUNCTIONS

CALL TO ORDER / ROLL CALL

PUBLIC COMMENT

II. ACTION / DISCUSSION -----(ITEMS A-E)

- A. PUMP PURCHASE FOR RED MOUNTAIN RESERVOIR
- B. REPLACEMENT FILTER MEDIA FOR GRANULAR ACTIVATED CARBON FILTERS AT SMGTP
- C. RECOMMENDATION FOR APPROVAL FOR ONE-TIME PAVING SERVICES AT 25 SITES
- D. RECOMMENDATION FOR APPROVAL FOR ANNUAL ONGOING PAVEMENT AND ASPHALT REPAIR CONTRACT
- E. PRIVATE STREET PAVEMENT RESTORATION ON EAST ELDER UPDATE

III. ADJOURNMENT OF MEETING

* * * * *

DECLARATION OF POSTING

I, Lauren Eckert, Executive Assistant/Board Secretary of the Fallbrook Public Utility District, do hereby declare that I posted a copy of the foregoing agenda in the glass case at the entrance of the District Office located at 990 East Mission Road, Fallbrook, California, at least 72 hours prior to the meeting in accordance with Government Code § 54954.2.

I, Lauren Eckert, further declare under penalty of perjury and under the laws of the State of California that the foregoing is true and correct.

May 16, 2024
Dated / Fallbrook, CA

/s/ Lauren Eckert
Executive Assistant/Board Secretary

M E M O

TO: Engineering & Operations Committee
FROM: Carl Quiram, Operations Manager
DATE: May 22, 2024
SUBJECT Pump Purchase for Red Mountain Reservoir

Purpose

To approve the purchase of a pump skid from Sloan Environmental to temporarily pump SMGTP water from the Sachse zone to meet demands in DeLuz.

Background

In December of 2021, the Santa Margarita Groundwater Treatment Plant (SMGTP) came on line to treat the local water supply purchased from Camp Pendleton. Since that time, particularly in above normal flow years, the District has produced local water much cheaper than the cost of imported water.

Unfortunately, the District currently has to purchase imported water to supply DeLuz with water. The District is in design for a new pump station to rectify this situation. Since it will take time to finalize the design, go through permitting, bidding and ultimately construction, the District evaluated a pump rental, which could get us through the next two years. In the next two years, the District anticipates having above normal local water available. The analysis is based on our current DeLuz demands over the next two fiscal years.

Budgetary Impact

In the recommended FY25 budget this expense was not contemplated, however, it will save the District money over the next two years. The cost comparison summary is detailed in Attachment A. The unit will be purchased with our proposed FY25 CIP budget monies. Over the next two years, this purchase will result in approximately \$456,458 savings.

Recommended Action

That the Committee recommend that the Board of Directors award the purchase of the Red Mountain Reservoir pump skid to Sloan Environmental for \$69,329.

Attachment A

Exhibit 1

Options Comparison to Move Local Water to DeLuz

Total AF demand 24 months		1,246		
EMWD Cost/AF	\$	1,267.00		
FPUD Production \$/AF	\$	775.00		
 Rental Pump Option				
Electric Pump	\$	8,494.39	24	\$ 203,865.36
Fees	\$	596.34	24	\$ 14,312.16
Electricity (Gheen)	\$	3,404.10	24	\$ 81,698.40
One time service items	\$	3,315.00	1	\$ 3,315.00
Total Electric Pump Rental				\$ 303,190.92
FPUD Production \$/AF with Pumping				\$ 243.33
				\$ 1,018.33
 Option 2 (purchase from R4R)				
Purchase of Electric Pump Skid	\$	97,251.28	1	\$ 97,251.28
Tax				\$ 7,780.10
Electricity				\$ 81,698.40
Piping and Setup				
				\$ 186,729.78
				\$ 149.86
FPUD Production \$/AF with Pumping				\$ 924.86
 Purchase of Electric Pump Skid				
Purchase of Electric Pump Skid	\$	69,329.00	1	\$ 69,329.00
Tax				\$ 5,546.32
Electricity				\$ 81,698.40
Piping and Setup				
				\$ 156,573.72
				\$ 125.66
FPUD Production \$/AF with Pumping				\$ 900.66
 Total Cost DeLuz (2yr) - Imported				
Total Cost DeLuz (2yr) - Imported	\$	1,578,682.00		
Total Cost DeLuz (2yr) - SMGTP Pumped	\$	1,122,223.72		
Total Savings (2yr)	\$	456,458.28		

M E M O

TO: Engineering & Operations Committee
FROM: Carl Quiram, Operations Manager
DATE: May 22, 2024
SUBJECT: Replacement Filter Media for Granular Activated Carbon Filters at SMGTP

Purpose

To award the supplier contract to replace the carbon media in the Granular Activated Carbon vessels (GAC) at the SMGTP.

Background

In December of 2021, the Santa Margarita Groundwater Treatment Plant (SMGTP) came on line to treat the local water supply purchased from Camp Pendleton. The design of the SMGTP was based on an average annual flow of 3,100 AF. The life of the GAC material was estimated to be about 5 years.

Knowing that the influent had levels of PFAS and PFOA that at some point would be regulated by EPA or the State, the plant was design with a Granular Activated Carbon system to remove the unwanted chemicals. This past week, EPA published new Maximum Contaminant Limits (MCL) for PFAS and PFOA, as well as, several other related contaminants. Fallbrook is fortunate to already have GAC as part of our treatment train.

The first few months of operation were based on a below normal water year, however, last water year's (May through April) flow was based on a very wet year which is four times the below normal flow. This current water year is an above normal water year which represents three times the below normal flow. The District's current issue is that due to the higher than expected flow levels we have experience bleed through on all of our lead filters. SMGTP has six GAC vessels configured in three trains with both a lead vessel and a lag vessel. Sampling the media to stratify the contaminants is required quarterly. Two quarters ago we found that certain PF contaminates were detected in the later stages of the lead filters. Our latest round of sampling revealed that the contaminants seem to be moving through the filter media faster than anticipated. Based on the progress seen, the District anticipates having to move to monthly sampling after the next quarter and we anticipate that the media change out requirement criteria will be hit soon after that. At that point, the lag vessels will be moved to lead and new media will be replaced into the new lag vessels. In the recommended FY25 budget, which was prepared prior to the quarterly sampling event, we had budgeted for one media change out. We also had budgeted for a few monthly samples for one train.

Budgetary Impact

The overall cost of this media exchange is part of the cost of water. As information shared with the Board has shown, local water is much cheaper than imported water.

Recommended Action

That the Committee recommend the Board award a supplier contract with Calgon Carbon Company for the replacement of Filtrasorb 400 carbon media for \$680,777 over the next 3 years.

Attachment A

**PURCHASE CONTRACT BETWEEN THE
FALLBROOK PUBLIC UTILITY DISTRICT
AND CALGON CARBON COMPANY
FOR THE PURCHASE OF GRANULAR ACTIVATED CARBON
FOR THE SANTA MARGARITA GROUNDWATER TREATMENT
FACILITY**

THIS AGREEMENT FOR PURCHASE OF GRANULAR ACTIVATED CARBON (GAC)A and CMR-F400 for use at the THE SANTA MARGARITA GROUNDWATER TREATMENT FACILITY (SMGTP) (hereinafter referred to as "Agreement") is made and entered into this 13th day of May2024, by and between the FALLBROOK PUBLIC UTILITY DISTRICT, a Public Utility District organized and existing under the Public Utility District Act, California Public Utilities Code Section 15501, et seq. (hereinafter referred to as "District"), and **CALGON CARBON COMPANY**, a Delaware Corporation (hereinafter referred to as "Supplier").

RECITALS

- A. District is a public agency of the State of California and operates, among other facilities, the SMGTP located in Fallbrook, California (hereinafter referred to as "Facility").
- B. District desires Supplier to provide **GAC and CMR-F400** to District for use at its Facility.
- C. Supplier is duly licensed and has the necessary qualifications to fulfill the obligations set forth herein.
- D. The parties desire by this Agreement to establish the terms for District to purchase and acquire the goods specified herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- 1. Method of Ordering. The District shall issue a purchase order(s). The District shall provide Supplier delivery dates by facsimile or telephone, consistent with contact information provided in Paragraph 14.
 - 1.1 Supply and Purchase of Goods. **GAC and CMR-F400** supplied and purchased under this Agreement ("Goods") shall be in compliance with the most current ANSI/AWWA standard for each chemical listed.
 - 1.2 Request for Delivery. On an as-needed basis, District shall submit to Supplier a confirmed request for delivery of specific Goods, consistent with contact information provided in Paragraph 15.
- 2. Price. Price for Goods supplied under this Agreement shall be in accordance with Supplier's quotation, attached hereto and incorporated by reference herein as Exhibit

V. The unit price (\$/weight of chemical) shall be fixed for the first year of this Agreement. Except where otherwise noted on Exhibit V the unit price shall be based on the price per weight of actual active chemical. The unit price shall be all-inclusive of Supplier's profit, overhead and costs of producing and delivering the chemical. Separate charges for permit fees, regulatory compliance, taxes, fuel, and cleanup will not be accepted. These and all other costs shall be included in the unit price.

There shall be no price increase during the period of contract. Prices may be adjusted in accordance with the terms of this Agreement annually with each contract; however, there shall be no annual increases of greater than 5%.

3. Delivery. Supplier shall deliver Goods within three business days of a confirmed request for each delivery. Hours of delivery shall be Monday through Friday, 7 a.m. to 3 p.m.

3.1 Business Hours. Within one month of the execution of this Agreement, Supplier shall submit to the District dates Supplier will not be able to deliver Goods due to planned maintenance, holidays or other events that might affect chemical production or delivery.

3.2 Chemical Delivery. All chemical fill connections are two-inch male camlock fittings. Supplier's delivery personnel shall have the applicable adapter/connectors and hoses to complete the chemical delivery. Aqua ammonia deliveries require 2-hour notice to the District prior to arrival.

3.3 Minimum Standards. Goods delivered shall meet or exceed all of the current ANSI/AWWA minimum standards.

3.4 NSF Certification. The District requires all supplied Goods to carry NSF 60 certification. "NSF" shall be stamped directly on the delivery paperwork.

3.5 Certificate of Analysis. A certificate of analysis (hereinafter referred to as "C of A") is required with each load before the Goods can be unloaded.

3.6 Samples. Delivery vehicles shall be equipped to safely provide samples of Goods, before off-loading.

3.7 Weight-Master's Certificate. A weight-master's certificate shall be included at the time of delivery. The certificates shall show the weight of the material delivered. If a split transport load is handled, Supplier shall furnish a second weight-master's certificate within one (1) hour of the original shipment.

3.8 Material Safety Data Sheet. Under this Agreement, a Material Safety Data Sheet ("MSDS") sheet shall be included with the first delivery of the Goods or after any change in composition of the product, a change in manufacturing process, a change in supplier, or a change in labeling/packaging of the product.

3.9 **Prior** to delivery **and after** the truck has been loaded, all tanker fill/drain accesses shall be sealed with security tags, the serial numbers recorded and faxed to the Facility. Tags removed by an authorized agency (e.g., D.O.T., CHP) shall be replaced with a tag from that agency. Broken tags shall be kept with the delivery truck to be shown to the Facility personnel prior to discarding.

3.10 Location. Deliveries shall be made to:

Fallbrook Public Utility District
SMGTP
Attn: DEVIN CASTEEL
1641 ALTURAS RD
FALLBROOK, CA 92028

4. Inspection. Delivery does not constitute acceptance. The District reserves the right to inspect any Goods for conformance with the specifications contained herein. Goods discovered to be in noncompliance shall be returned and immediately replaced with conforming Goods at supplier's sole expense. The District shall be reimbursed for any additional cost incurred as a result of Supplier's lack of conformance.

A representative of the District may examine Supplier's inventory and production facilities at any time during the life of this Agreement.

5. Goods Specification and Quantity Estimate. The District estimates the quantity of Goods to be required for the District's operation of the Facility. Weights are based on actual active chemical weight. Quantities of Goods listed may be increased or decreased to meet the requirements of the District during the duration of this Agreement. The District does not guarantee a minimum quantity, and the District reserves the right to purchase more or less product units on an as-needed basis.

6. Personal Protective Equipment (PPE). Supplier shall wear appropriate PPE when taking samples and off-loading product.

7. Emergency Spill Plan. In the event of accidents or spills on District property, Supplier shall follow the procedures of its Emergency Spill Plan. The Emergency Spill Plan shall include, at a minimum, the annual training the delivery driver receives to deal with material spills, emergency equipment the delivery truck has on board, the type and frequency of equipment inspections, emergency contact telephone numbers and names of personnel the District can contact in case of problems.

8. Safety. All Goods and services furnished, or equipment and PPE used, under this Agreement shall meet or exceed the standards established by the California Occupational Safety and Health Administration and any other applicable federal, state, and local laws, regulations, and ordinances. Supplier compliance shall include, but not be limited to, all relevant U.S. Department of Transportation or Department of Homeland Security regulations pertaining to transportation of hazardous waste,

substances and/or materials, as those regulations may be amended from time to time and/or incorporated into state or local laws, regulations and ordinances. If requested, Supplier shall supply to the District information regarding the Supplier's safety ratings, safety audits and implementation of security plans or measures for complying with said regulations.

9. Termination. The District reserves the right to terminate this Agreement in its entirety at no cost, except for Goods delivered and accepted. The District shall notify Supplier no less than 60 days prior to the date of termination of the Agreement. Reasons for termination of the Agreement include, but are not limited to, the following:

- The Goods are not compatible to the Facility equipment or are not providing acceptable process performance;
- Poor Goods quality;
- Poor or unsafe delivery container quality; and/or
- Failure of Supplier to meet any of the Agreement terms and conditions.

10. Insurance. Supplier shall not commence work for the District until it has provided evidence satisfactory to the District it has secured all insurance required under this section. In addition, Supplier shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

10.1 Commercial General Liability.

- (a) Supplier shall take out and maintain, for the duration of this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the District.
- (b) Coverage for Commercial General Liability insurance shall be at least as broad as the following:
 - (1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)
- (c) Commercial General Liability Insurance must include coverage for the following:
 - (1) Bodily Injury and Property Damage
 - (2) Personal Injury/Advertising Injury
 - (3) Premises/Operations Liability
 - (4) Products/Completed Operations Liability
 - (5) Aggregate Limits that Apply per Project
 - (6) Explosion, Collapse and Underground (UCX) exclusion deleted
 - (7) Contractual Liability with respect to this Agreement
 - (8) Broad Form Property Damage
 - (9) Independent Consultants Coverage

- (d) All such policies shall name the Fallbrook Public Utility District, the Board and each member of the Board, its officers, employees, agents and the District designated volunteers as Additional Insureds under the policies using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.
- (e) The general liability program may either utilize deductibles or provide coverage excess of a self-insured retention, subject to written approval by the District, and provided that such deductibles shall not apply to the District as an additional insured.

10.2 Automobile Liability

- (a) At all times under this Agreement Supplier shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.
- (b) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 (ed. 6/92) covering automobile liability, Code 1 (any auto).
- (c) The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by the District, and provided that deductibles shall not apply to the District as an additional insured.
- (d) All such policies shall name the District, the Board and each member of the Board, its officers, employees, agents and the District designated volunteers as Additional Insureds under the policies.

10.3 Workers' Compensation/Employer's Liability.

- (a) Supplier certifies that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement
- (b) At all times under this Agreement and for 24 months following the termination of this Agreement, Supplier shall maintain workers' compensation in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts indicated herein.
- (c) Such insurance shall include an insurer's Waiver of Subrogation in favor of the District and will be in a form and with insurance companies acceptable to the District.

10.4 Pollution Liability.

- (a) At all times under this Agreement and for 24 months following the termination of this Agreement, Supplier shall maintain Pollution Liability insurance as respects services or operations under this Agreement.

10.5 Minimum Policy Limits Required.

- (a) The following insurance limits are required for this Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence for bodily injury and disease
Pollution Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate

- (b) Defense costs shall be payable in addition to the limits.
- (c) Requirement of specific coverage or minimum limits contained in this Agreement are not intended as a limitation on coverage, limits or any other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

10.6 Evidence Required.

- (a) Prior to execution of the Agreement, Supplier shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with all endorsements to the policies described therein. All evidence of insurance shall be signed by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type

and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

10.7 Policy Provisions Required.

- (a) All policies shall contain a provision for thirty (30) days prior written notice by the insurer(s) to the District of cancellation of any policy required by this Agreement, except that the Supplier shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. Statements that the carrier “will endeavor” and “that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives,” will not be acceptable on certificates. In the event any insurer providing coverage required under this Agreement shall fail to provide the notice required in this section, Supplier shall be responsible to provide such notice to the District. If any of the required coverage is cancelled or expires during the term of this Agreement, the Supplier shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the District at least ten (10) days prior to the effective date of cancellation or expiration.
- (b) All policies of Commercial General Liability and Automobile Liability Insurance shall contain a provision stating that Supplier’s policies are primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any named insureds shall not be called upon to contribute to any loss.
- (c) All policies of Commercial General Liability and Automobile Liability insurance shall contain or shall be endorsed to contain a waiver of subrogation in favor of the Fallbrook Public Utility District, the Board and each member of the Board, its officers, directors, employees, agents and designated volunteers; or shall specifically allow Supplier or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Supplier hereby waives its own right of recovery against Fallbrook Public Utility District, the Board and each member of the Board, its officers, directors, employees, agents and designated volunteers, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
- (d) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further, the limits set forth herein shall not be construed to relieve the Supplier from liability in excess of such coverage, nor shall it limit the Supplier’s indemnification obligations to the District and shall not preclude the District from taking such other actions available to the District under other provisions of the Agreement or law.

10.8 Qualifying Insurers.

- (a) All policies required shall be issued by acceptable insurance companies, as determined by the District, which satisfy the following minimum requirements:

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

10.9 Continuation of Coverage. If any of the required coverage expires during the term of this Agreement, Supplier shall deliver the renewal certificate(s) with the required modifications, including the general liability additional insured endorsement to the District prior to the expiration date.

10.10 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

10.11 Additional Insurance Provisions.

- (a) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Supplier, and any approval of said insurance by the District, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Supplier pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.
- (b) If at any time during the life of the Agreement Supplier fails to maintain in full force any insurance required by the Agreement documents, the District has the right but not the duty to acquire the insurance it deems necessary and deduct the cost thereof from the appropriate progress payments due the Supplier, or backcharge the Supplier for such costs in the event they exceed the amount of unpaid progress payments due the Supplier. In the alternative, District may in its sole discretion terminate this Agreement for cause.
- (c) Supplier shall include any and all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

- (d) The District may require Supplier to provide complete copies of all insurance policies in effect for the duration of the Project.
 - (e) Neither the District, nor the board, nor any member of the board, nor any of the directors, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of the Agreement.
 - (f) Insurance certificates shall be attached hereto as Exhibit VI.
11. Subcontractors. In the event that Supplier employs other suppliers (subcontractors) as part of the work covered by this Agreement, it shall be Supplier's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above.
12. Hold Harmless and Indemnification. Supplier agrees to protect, save, defend and hold harmless the District and its Board and each member of the Board, officers, agents, employees, and volunteers from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Supplier, Supplier's agents, officers, employees, subconsultants, or independent suppliers hired by Supplier under this Agreement. The only exception to Supplier's responsibility to protect, save, defend and hold harmless the District is due to the sole negligence, willful misconduct or active negligence of the District. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Supplier.
13. Notice. Any notice required under this Agreement shall be provided as follows:

Fallbrook Public Utility District
To: Devin Casteel
Title: Operations Supervisor
Address:
990 E Mission Rd
Fallbrook, CA 92028
Cell Phone: (760) 497-5777
Telephone: (760) 999-2728
Email: devinc@fpud.com

14. Compliance with Law.
- 14.1 Supplier shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government.
 - 14.2 Supplier is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.


- 15. Integration. This Agreement represents the entire understanding of the District and Supplier as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.
- 16. Laws, Venue and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Diego, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorney's fees, as determined by the court.
- 17. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the District and Supplier.
- 18. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

IN WITNESS WHEREOF, this Agreement is executed by the District and by Supplier on the day and year first written above.

FALLBROOK PUBLIC UTILITY DISTRICT

CALGON CARBON COMPANY

By: _____
 Jack Bebee
 General Manager

By: 
 Name: Jeremy J. Jones
 Title: DWS Project Manager

Address:
 3000 GSK Drive, Moon Township, PA 15108

Email: mbu.ccc@kuraray.com
 Phone: 412-787-6700

Municipal Contract
 X _____
 Name: Jeremy J. Jones
 Title: DWS Project Manager

EXHIBIT I
RESPONSIBILITIES OF CALGON CARBON CORPORATION

1. Supply 40,000 lbs. Activated Carbon, delivered by truckload. Currently, this is estimated to be four (4) truckloads per year. A truckload consisting of 40,000 pounds.
2. On-going transfer assistance by CCC *Field Services* who will make all necessary truck connections *and supervise the transfer*.
3. Spent carbon reactivation acceptance testing. See Exhibit II, Item #4, for cost responsibilities.
4. Spent carbon reactivation; provided that the spent carbon continues to be acceptable to CCC for reactivation (see Exhibit III). Should the spent carbon become unacceptable, CCC will consult with Customer regarding the disposal of such spent media; provided, however, such disposal shall be the responsibility of the Customer, including all costs of disposal.

EXHIBIT II
RESPONSIBILITIES OF CUSTOMER

1. Unload trailers or containers at Customer's site.
2. Transfer assistance to isolate equipment from the process and open manways for inspection, as necessary.
3. Disposal of backwash/backflush and transfer water.
4. Customer is responsible for all costs of the spent carbon reactivation testing (including laboratory costs), when applicable, and completing the Adsorbate Profile Document (APD). Should the spent carbon become unacceptable, CCC will consult with Customer regarding the disposal of such spent media; provided, however, such disposal shall be the responsibility of the Customer, including all costs of disposal.

EXHIBIT III
GUIDELINES FOR RETURN FOR REACTIVATION
OF GRANULAR ACTIVATED CARBON

1. SPENT PROFILING: To protect both the Customer and CCC from liability, spent media will not be removed from the job site without an approved profile. Federal and state regulations are very strict concerning storage and transportation of non-profiled material. Since the spent media review and approval process requires varying amounts of time (generally two to three weeks), customers are required to get acceptance prior to media exchange. If the spent media does not have acceptance at the time of service, the spent media will be removed at a later date and additional charges may result.

In order to profile the spent media for reactivation (or disposal), the Customer is required to fully complete CCC's Adsorbate Profile Document (APD) and submit a spent media sample as described in the APD. Sample generation is best accomplished by using a Carbon Acceptance canister which can be arranged through CCC's Customer Service Department. The spent media sample will be analyzed to ensure compliance of the APD.

2. GENERAL GUIDELINES: The criteria listed below are guidelines. Because the regulations governing the operation of CCC's reactivation facilities are complex and subject to change, CCC must reserve the final right to reject the return of spent carbon to its facilities and return to Customer for disposition.of return.

Calgon Carbon Spent Activated Carbon Acceptance Criteria (Revised 07/16/2021)

	Neville Island Plant (NIP)	Big Sandy Plant (BSP)	Gila Bend Plant (GBP)	North Tonawanda Plant (NTP)	Columbus Plant (CP)
Chloride (%)	<5.0	<4	<0.2	<0.2	CBC
Bromide (%)	<0.3	<0.3	<0.1	<0.1	CBC
Fluoride (%)	<0.4	<0.4	<0.1	<0.1	CBC
Potassium (%)	< 0.1	< 0.1	< 0.1	< 0.1	< 0.1
Sulfur (%)	< 2.0	< 1.0	< 1.0	< 1.0	< 1.0
Sodium (%)	< 1.0	< 1.0	< 1.0	< 1.0	< 1.0
Arsenic (ppm)	50	50	50	50	50
Barium (ppm)	350	350	350	350	350
Cadmium (ppm)	2.5	2.5	2.5	2.5	2.5
Chromium (ppm)	200	200	200	200	200
Hexavalent chromium (Cr+6) (ppm)	3.9	3.75	3.9	10	NA
Lead (ppm)	50	50	50	50	50
Mercury (ppm)	1.3	1.26	0.1	N/A	CBC
Selenium (ppm)	200	200	200	200	200
Silver (ppm)	200	200	200	200	200
Beryllium (ppm)	63.75	63.75	63.75	63.75	63.75
Calcium (ppm)	10,000	10,000	10,000	10,000	10,000
Copper (ppm)	500	500	500	500	500
Iron (ppm)	10,000	10,000	10,000	10,000	10,000
Manganese (ppm)	5,000	5,000	5,000	5,000	5,000
Nickel (ppm)	5,000	5,000	5,000	5,000	5,000
Antimony (ppm)	1,000	1,000	1,000	1,000	1,000
Thallium (ppm)	200	200	200	200	200
Zinc (ppm)	500	500	500	500	500
Mesh Size	Greater than or equal to 12 x 40 Mesh				
pH Range (aqueous extract)	> 2 and < 12.5	> 2 and < 12.5	> 2 and < 12.5	>5.0 - < 9.0	> 2 and < 12.5
Ignitable	NA - Must pass CCC Ignitability Test Method				
Instantaneously Ignitable	NA				
Dioxins	Must be < 20 ug/kg TEQs	NA			
Polychlorinated Biphenyls (PCB's)	< 50 mg/kg	NA			
1,2-Dibromo-3-chloropropane (DBCP)	NA		Acceptable on CBC		NA

Unacceptable RCRA Waste Codes	D001 (NIP - NA), D002, D003, F020, F021, F022, F023, F026, F027, F028, F032, F039, K174, K175, K181	Cannot accept RCRA-hazardous waste	
Total Cyanide	< 250 ppm	NA	< 250 ppm
Total Sulfide	<500 ppm	NA	< 500 ppm
Radioactivity	MUST not to Exceed Background Level		
Air-dried Apparent Density (AD)	< 0.900 mg / L		
BTU	< 17,000 BTU / LB		
Spent ash	Typically <10% or CBC		
Explosive compounds	NA		
Please note these values are subject to change and CCC reserves the right to reject any spent activated carbon source.			
Note 1: Spent Granular Activated carbon to be returned for reactivation shall be free of any foreign debris (rock, wood, metal, etc.) or extraneous impurities, free of oil and grease, easily wetted by water, and free flowing.			
Note 2: Acceptance for reactivation of spent carbon which has not been supplied by Calgon Carbon Corporation must be investigated on a case-by-case basis.			
NA = Not Accepted			
CBC = Case by Case basis			
TEQs - Toxic Equivalency factor			

**EXHIBIT IV
CERTIFICATION OF SPENT MEDIA
NSF 61 Reactivated Media**

A newly signed Certification of Spent Media form is required for initial custom reactivation exchanges and annually thereafter, if shipments occur during that period. This document is to ensure that each shipment during the annual period remains certified. If at any time during this annual period, water quality changes knowingly, this shall be re-completed. This document must be on file at the processing site or the spent media cannot be processed as an NSF 61 certified material. This form may be copied.

I, the Generator and/or Authorized Agent, certify by this Statement that the spent granular activated carbon being returned with this shipment for the purposes of customer municipal reactivation meets the following criteria: **(CIRCLE ONE)**

- The spent granular activated carbon being returned **(IS / IS NOT)** from a public water system as defined under USEPA regulations (40 CFR 141.2), or equivalent regulation in Canada or other countries where applicable, and is used solely for the production of drinking water.
- The spent granular activated carbon being returned **(IS / IS NOT)** NSF 61 listed, and the manufacturer, trade name and mesh size **(ARE / ARE NOT)** the same as identified on the most recent Adsorbate Profile Document submitted to CCC.

Supplier:	Product Trade Name:	Mesh Size:
	/	/

- The spent granular activated carbon **(IS / IS NOT)** RCRA hazardous waste as defined by 40 CFR Part 261 nor is the spent media classified as a hazardous waste in the facility's state, province, or territory.
- The granular activated carbon **(HAS / HAS NOT)** knowingly been exposed to PCBs or dioxins.
- The water entering the activated carbon filter remains as characterized in the most recently completed Adsorbate Profile Document and there have been no contaminate spills or unusual water quality conditions. **(YES / NO)**

I, the Generator and/or Authorized Agent, acknowledge that Calgon Carbon Corporation must rely on the Generator certification of all chemical and physical characteristics of hazardous substances managed or processed by Calgon Carbon Corporation, and that this Statement is an integral part of the NSF certification process, without which Calgon Carbon Corporation will not be able to return the resulting reactivated carbon as an NSF certified product.

I acknowledge that any changes in character or loading which deviate from this profile warrant completion of a new Adsorbate Profile Document Addendum Reactivated Media. Calgon Carbon Corporation reserves the right to rescind any spent carbon returns which differ from the approved profile.

If the conditions of this certification are not fully complied with, the reactivated media, if processed, may not qualify as NSF 61 listed media and may not bear the NSF mark on containers or any associated documents. **If the reactivated media does not qualify as NSF 61 listed media, CCC will contact you to determine processing options.**

Name: _____ Title: _____

Signature: _____ Date: _____

Water Treatment Facility: _____

CARBON ACCEPTANCE NUMBER: _____

Address: _____

[PLEASE RETURN THIS COMPLETED FORM TO YOUR PROJECT MANAGER'S ATTENTION](#)

CCC Approval By: _____ Date: _____

Disposition: Approved "As Is" _____
Approved with conditions (must be documented and on file) _____
Rejected as CMR (NSF 61 listed media) _____

EXHIBIT V
PRICE AND PRICE ADJUSTMENT

In consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. CCC will supply Filtrasorb 400 (“Product”), for the treatment of PFAS at Customer’s site(s) located at SMGTP. CCC’s scope of supply and responsibilities are further defined in Exhibit I and Customer’s responsibilities are further defined in Exhibit II. Both Exhibits are attached hereto and incorporated herein by reference.
2. This Agreement shall be in effect from the Effective Date for a period of three (3) years (the “Initial Term”) with an annual price adjustment (every 12 months from effective date) based on indices listed below. Thereafter, this Agreement shall automatically renew for successive one (1) year periods (each, a “Renewal Term” and, together with the Initial Term, the “Term”), unless terminated by either party upon sixty (60) days written notice.
3. During the Initial Term, the following fees apply:
 - a. Virgin Filtrasorb 400 40,000 lbs \$91,600 (assumes normal spent handling)
 - b. CMR-F400 40,000 lbs \$56,400 (assumes up to 20% virgin makeup)
 - c. Virgin Filtrasorb 400 40,000 lbs \$124,628 (spent handling/transport to RCRA permitted facility)

Following the first year of the Initial Term and every year thereafter during the agreement, the fees payable pursuant to this Agreement will be adjusted, as outlined in Exhibit V.

CCC’s fees are based upon an average terminal time for a carbon delivery of four (4) hours. If the terminal time routinely exceeds four (4) hours, CCC and Customer hereby agree to review the reasons for the excess terminal time and, if possible, take corrective action. If corrective action is not possible and the cause is due to factors that are related to Customer’s activities or procedures, then CCC reserves the right to charge Customer for the actual demurrage costs in excess of four (4) hours.

The fees in this Agreement are based on CCC performing the responsibilities as described in Exhibit I during normal working hours and under reasonable order processing conditions. Rush shipments (less than 3 days’ notice) will be subject to a 15% surcharge.

4. The fees are exclusive of any taxes, tariff, and duties of any kind, which either party may be required to pay with respect to the sale of the Product, and Customer shall be responsible for the payment of all taxes, tariffs and duties related hereto, except for income taxes imposed on CCC. Sales tax will be added to the price based upon the Product destination unless tax exemption or direct pay documentation is provided. Product will be billed for at the time of delivery and payment terms shall be net thirty (30) days, or net forty-five (45) days if paid by Electronic Funds Transfer (EFT). A late payment fee of 1.25% per month, or the highest lawful rate, whichever is less, will apply to all amounts past due, and will be prorated per day. Retainage may only be applied on the final invoice. Customer agrees that CCC, at its discretion, may accelerate and make due and payable all remaining payments if Customer

shall fail to perform any of its obligations hereunder, including without limitation Customer's failure to pay any amount when due, subject to any applicable cure periods provided for herein.

5. At the request of the Customer, technical assistance will be provided by CCC in an effort to aid in the optimization of results for the Customer's specific application. Such assistance will be provided upon such terms as may be mutually agreed upon by both parties. An additional fee may apply.

Virgin GAC F400 & Virgin GAC F400 to RCRA:

The fees payable pursuant hereto will be adjusted on June 1 of each calendar year by the annual percentage change in the following three price indices, in the proportion indicated next to each index:

- 1) U.S. Department of Labor PPI for All Other Basic Organic Chemicals Manufacturing: Miscellaneous end-use chemicals and chemical products, excluding urea (PCU325199325199T) @ 40% weight
- 2) U.S. Department of Labor CPI for Urban Wage Earners for the U.S. City Average (CWUR0000SA0) @ 40% weight
- 3) Transportation: U.S. Department of Labor PPI by Commodity for Transportation Services: Truck Transportation of Freight (WPU3012) @ 20% weight

The percent adjustment shall be calculated by taking the percent difference for each index during the twelve-month period from July 1 through June 30 of the last completed calendar year as compared to the twelve-month period from January 1 through December 31 of the calendar year immediately preceding the last completed calendar year. These percentages will then be averaged per the proportions shown above for calculating the final percent adjustment to which all virgin GAC will be subject.

Annual Limits: Annual increases are limited to a maximum of 10% regardless of the above calculation, and annual decreases are limited to a maximum of 5% regardless of the above calculation. No amounts in excess of these limits (either increases or decreases) shall be carried over to subsequent years.

Initial Fee Limit: Regardless of any annual fee adjustment calculation, fees covered by this Agreement will at no time be reduced below the Initial Fee.

Custom CMR-F400 (CMR):

The fees payable pursuant hereto will be adjusted on June 1 of each calendar year by the annual percentage change in the following three price indices, in the proportion indicated next to each index:

- 1) U.S. Department of Labor PPI Data for Utilities (PCU221---221---) @ 10% weight
- 2) U.S. Department of Labor CPI for Urban Wage Earners for the West (CWUR0400SA0) @ 60% weight

- 3) U.S. Department of Labor PPI by Commodity for Transportation Services: Truck Transportation of Freight (WPU3012) @ 30% weight

The percent adjustment shall be calculated by taking the percent difference for each index during the twelve-month period from July 1 through June 30 of the last completed calendar year as compared to the twelve-month period from January 1 through December 31 of the calendar year immediately preceding the last completed calendar year. These percentages will then be averaged per the proportions shown above for calculating the final percent adjustment to which all reactivated carbon will be subject.

Annual Limits: Annual increases are limited to a maximum of 10% regardless of the above calculation, and annual decreases are limited to a maximum of 5% regardless of the above calculation. No amounts in excess of these limits (either increases or decreases) shall be carried over to subsequent years.

Initial Fee Limit: Regardless of any annual fee adjustment calculation, fees covered by this Agreement will at no time be reduced below the Initial Fee.

Additional Virgin Make-Up Pricing for CMR:

The custom reactivated carbon (CMR) fee in the Agreement includes 20% virgin make-up GAC. In those cases where additional virgin make-up GAC in excess of 20% is required to meet quality control requirements or to replace spent GAC that was fouled and could not be cleaned, the additional virgin make-up GAC shall be provided at an initial cost of \$1.25/lb. This price shall also be adjusted on an annual basis, using the following indices in the proportion indicated next to each index (note: Annual and Initial Fee Limits apply here as for Virgin GAC above):

- 1) U.S. Department of Labor PPI for All Other Basic Organic Chemicals Manufacturing: Miscellaneous end-use chemicals and chemical products, excluding urea (PCU325199325199T) @ 40% weight
- 2) U.S. Department of Labor CPI for Urban Wage Earners for the U.S. City Average (CWUR0000SA0) @ 40% weight
- 3) Transportation: U.S. Department of Labor PPI by Commodity for Transportation Services: Truck Transportation of Freight (WPU3012) @ 20% weight

EXHIBIT VI
Insurance Certificates

M E M O

TO: Engineering & Operations Committee
FROM: Kevin Collins, Purchasing/Warehouse/Fleet Supervisor
DATE: May 22, 2024
SUBJECT: Recommendation for Approval for One-Time Paving Services at 25 Sites

Description

When pipe is added or repaired, asphalt is removed and replaced with a temporary cold-mix asphalt. Eventually, this temporary solution needs to be permanently paved to comply with San Diego County standards and to ensure the integrity of the road remains intact.

Purpose

Due to leak repairs and replacement of valves throughout the District's service area, permanent asphalt will be required at 25 sites.

District purchasing issued an RFP for this work to our pre-select list of 15 asphalt repair contractors. Of those contractors, two submitted bids. Of those two bids, the lowest responsive and responsible bidder is Peter's Paving in the amount of \$74,675.00.

Budgetary Impact

The work will be completed within the Board authorized budget.

Recommended Action

The Engineering & Operations Committee recommend to the full Board to approve a contract with Peter's Paving in the amount of \$74,675.00.

M E M O

TO: Engineering & Operations Committee
FROM: Kevin Collins, Purchasing/Warehouse/Fleet Supervisor
DATE: May 22, 2024
SUBJECT: Recommendation for Approval for Annual Ongoing Pavement and Asphalt Repair Contract

Description

As leaks are repaired or valves are replaced, asphalt is frequently damaged or destroyed and needs to be repaired. This request is for the E&O Committee to recommend the approval of an annual ongoing contract for this work.

Purpose

The current process for asphalt repair has proven to be extremely time consuming and causes unnecessary delays. Without an annual contract for this work, FPUD staff would bid-out a minimum of 25 sites that needed repair, and repeat this process multiple times throughout the fiscal year. In order to be able to complete these repairs more quickly, FPUD purchasing staff advertised for an annual ongoing pavement repair contract for two years, with two additional one-year extensions available. This will be a not-to-exceed contract for \$300,000 for each year, equal in annual cost to the amount FPUD has spent on asphalt repair services over the past two fiscal years.

A Request for Proposal was sent to FPUD's pre-select list of 15 contractors and advertised in the Union Tribune on April 12, 2024, with three bids received. Of the three bids received, Asphalt & Concrete Enterprises Inc. was deemed the lowest responsive and responsible bidder based on price per square foot.

Budgetary Impact

The work will be completed within the Board authorized Capital Improvements Project and Operations budget for the 24/25 fiscal year.

Recommended Action

The Committee recommend that the full FPUD board approve a contract with Asphalt and Concrete Enterprises for the not to exceed amount of \$300,000.00 for annual as-needed asphalt repair services.

M E M O

TO: Engineering & Operations Committee
FROM: Aaron Cook, Engineering Manager
DATE: May 22, 2024
SUBJECT: Private Street Pavement Restoration on East Elder Update

Description

Pipeline maintenance and replacement work often occurs in private streets owned and maintained by local residents. Typically, when performing work in private streets, the District replaces the pavement in-kind within the influence of the excavation and any other damage caused by the work. Private roads without a maintenance agreement or HOA are often neglected and in a severely deteriorated state. Residents sometimes hope to have their entire road replaced when pipeline work is performed.

Purpose

As part of the FY24 Pipeline Replacement Project, the District's contractor installed a new water main on East Elder Street. 730 feet of the street is privately owned between Shady Glen and Debra Anne. This section of private street connects two County maintained streets and is used by the wider public as pass through access, as well as the only access for the Emmanuel Baptist Church. There is no maintenance committee or HOA responsible for road maintenance. There are 7 homes with direct access from the private section of E Elder. There are an additional 11 homes on private dead end streets accessed from this section of E Elder. And there are approximately 10 homes on Morro Road that have access from another direction, but are near the private section of E Elder. The private streets that connect to E Elder have been maintained by the residents, but E Elder itself has not been repaved or maintained since before 2007. As a result, it was in a deteriorated state with alligator cracking throughout the length of the street prior to starting this pipeline construction project. The road appears to have been originally constructed without an adequate base layer and 3-inches of asphalt.

The District's new pipeline was placed in existing public utility right-of-way, 550 linear feet of which was placed under the existing private pavement. A 180 foot section of the pipe was placed in the public easement north of the paved street to avoid existing utility conflicts and did not require trenching in the private pavement. During construction, the contractor staged some equipment (excavator and dump truck) within this same public easement in the dirt lot adjacent to the private road. An additional staging area for materials and equipment was used within the shoulder of the County maintained street just east of the private section of road. The contractor did routinely use the private road within the District's easement to transport equipment and materials from these staging areas to other areas of the project. This occurred for a period of approximately 6 months. There was no reasonable alternative for the contractor that would have avoided the use of the private road during construction.

As construction is nearing completion, several residents have reached out to the District requesting pavement restoration beyond the planned trench repair. They have expressed concern that wear and tear on the pavement occurred outside the influence of the trench area due to the contractor's use of the road for access. Several residents, as well as a pastor from the church, attended the March 25 board meeting and requested the board of directors consider options for additional paving. The issue was discussed at the April 22 board meeting, and the item was deferred to give the community members time to explore options with the County.

While the street is on property owned by the County, it has never been a County maintained road. It was originally paved around 1980, but it is not known who funded the original paving. In discussion with the County, there is not a standard mechanism to allocate funds towards the maintenance or restoration of the street without either:

1. Forming a Permanent Road Division Zone (PRD Zone).
2. Privately funded roadway improvement project that brings the road to current County standards, and then adopting into the County Maintained road system.

If the community chooses not to engage either of these approaches, there are various options for the District to consider for post-pipeline work pavement restoration:

Option 1

No additional paving beyond the planned trench repair: Following the District's standard practice (see attached Policy for Private Roads), the road within the influence of the pipeline trench will be restored to like new condition. This will result in an approximately 6-foot wide swath of new pavement, with the deteriorated pavement left on either side of the trench. No additional cost to the District.

Option 2

Full width paving at the two intersections in addition to trench repair: The existing pavement is in the worst condition at each of the two intersections and the influence of the pipeline work is larger due to trenching for tie-ins to the cross streets. To extend the paving to the full width of the intersection would only require 1,500 square feet of additional paving. Based on estimates from paving contractors, this equates to an additional cost of \$17,000. This additional cost could be entirely covered by the residents, entirely covered by the District, or shared between the two. If a cost sharing agreement is reached, generally the contractor would bill the residents directly, separate from the District.

Option 3

Full width paving along the entire length of the private road: This option would include 13,350 square feet of additional paving. This equates to an additional cost of \$92,000. Again, a cost sharing agreement could be reached, similar to the contracting options listed in Option 2 above.

Budgetary Impact

Any cost of additional paving paid for by the District would have to come from capital funds designated for pipeline repairs. Adding significant pavement expenses to the cost of pipeline installation will limit the ability of the pipeline replacement program to achieve the targeted replacement goals needed to maintain reliable water service. If the District fully funded option 2, it would be a 6% increase in cost for this portion of the project. If the District fully funded option 3, it would be a 32% increase in the cost. Because 70% of the District's pipelines are in private roads, extrapolating that extra paving cost to all pipeline replacements in private roads would result in an increased expense of between \$800,000 and \$1,000,000 per year – roughly a 20% increase in cost to the pipeline replacement program.

Recommended Action

Staff supports Board direction.