



SPECIAL MEETING
of the
OPERATIONS & CUSTOMER RELATIONS COMMITTEE
MONTECITO WATER DISTRICT
583 SAN YSIDRO ROAD, MONTECITO, CALIFORNIA

TUESDAY, SEPTEMBER 9, 2025
1:00 P.M.

Attend in Person or Join by Teleconference:

<https://us06web.zoom.us/j/83317872831?pwd=Nfc8opudNG6Bp40KmvlxzJm9bbfgV0.1>

Meeting ID: 833 1787 2831 Passcode: 774 967

Tel: (669) 900-6833

AGENDA

1. CALL TO ORDER, DETERMINATION OF COMMITTEE QUORUM

2. PUBLIC FORUM

NOTE: This portion of the agenda may be utilized by any person to address the Operations & Customer Relations Committee on any matter within the jurisdiction of the Committee. No consideration or discussion shall be undertaken by Committee members at this time on any item not appearing on this agenda except as permitted by the Ralph M. Brown Act. Discussion items receiving recommendations by the Committee, and/or items requiring action will be placed on the agenda of a future meeting of the Montecito Water District Board of Directors.

3. ITEMS FOR COMMITTEE CONSIDERATION

- * A. Review of Draft Termination Agreement for La Casa de Maria
- * B. Proposed Amendments to the Professional Services Contracts for the Terminal and Park Lane Reservoir Seismic Retrofit and Replacement Projects (ASADRA)
- C. Review of Director Compensation Policy
- D. Update on Declaration of Surplus District Property
- E. Update on FEMA Related Projects and Reimbursements
- * F. Update on the Office Demonstration Garden Project
- * G. Customer Relations and Public Information

4. CLOSED SESSION

- A. CLOSED SESSION: Pursuant to Government Code 54956.9(d)(2) Anticipated Litigation
– 1 case.

** Indicates attachment included for this item*

5. ITEMS FOR A FUTURE AGENDA

6. ADJOURNMENT

Montecito Water District conducts its meetings in-person in accordance with the Brown Act and also provides alternative methods of participation which permit members of the public to observe and address public meetings telephonically and/or electronically. These methods of participation can be accessed through the internet link provided at the top of this agenda.

This agenda was posted on the District website, and at the Montecito Water District outside display case at 5:00 p.m. on September 5, 2025. The Americans with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied the benefits of, the District's programs, services, or activities because of any disability. If you need special assistance to participate in this meeting, please contact the District Office at 805-969-2271. Notification at least twenty-four (24) hours prior to the meeting will enable the District to make appropriate arrangements.

Agendas, agenda packets, and additional materials related to an item on this agenda submitted to the Committee after distribution of the agenda packet are available on the District website.

**MONTECITO WATER DISTRICT
MEMORANDUM**

SECTION: 3-A

DATE: SEPTEMBER 9, 2025

TO: OPERATIONS AND CUSTOMER RELATIONS COMMITTEE

FROM: ASSISTANT GENERAL MANAGER & ENGINEERING MANAGER

**SUBJECT: REVIEW OF DRAFT AGREEMENT FOR TERMINATION OF WATER
RIGHTS AGREEMENT**

RECOMMENDATION:

That the Operations and Customer Relations Committee recommend the Board of Directors authorize execution of the *Agreement for Termination of Water Rights Agreement* recorded against the La Casa de Maria (now Immaculate Heart Community) property on January 27, 1988 as Instrument No. 1988-005327 of the Official Records of the County of Santa Barbara, State of California.

DISCUSSION:

In 1973, the District Board of Directors declared a water shortage emergency within the service area. In 1985, the District Board of Directors adopted Ordinance No. 70 amidst an ongoing drought, allowing 115 new water meters despite the ongoing drought, but requiring an owner desiring a new water service connection to transfer the right to extract groundwater on the property to the District. Ordinance No. 70 included a provision requiring the District transfer the right to extract groundwater back to the property owner in the event the Ordinance was repealed.

In 1988, pursuant to Ordinance No. 70, the La Casa de Maria (LCDM, now Immaculate Heart Community or IHC) property at 800 El Bosque Road and MWD entered into an agreement whereby LCDM granted and conveyed the non-exclusive right to extract water from the property to MWD in exchange for a new water meter. The conveyance agreement was recorded against the property on January 27, 1988 as Instrument No. 1988-005327 of the Official Records of the County of Santa Barbara, State of California.

In 1997, the District Board of Directors adopted Ordinance No. 81 which terminated Ordinance No. 70. Ordinance 70 stated "...any rights to extract water which have been transferred to the District shall, upon written application, be re-transferred by the District to the person or persons then entitled thereto for the benefit of the land described in the original transfer agreement". To date, the rights to extract water have not been retransferred to the property owner. In June 2025, LCDM requested the termination of the conveyance agreement. A draft Termination Agreement is included as Attachment 1, which has been reviewed by District legal counsel.

ATTACHMENTS:

- 1) Draft Agreement for Termination of Water Rights Agreement between La Casa de Maria and Montecito Water District

**RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:**

Amy M. Steinfeld, Esq.
Brownstein Hyatt Farber Schreck, LLP
1021 Anacapa Street, 2nd Floor
Santa Barbara, California 93101

THIS SPACE RESERVED FOR RECORDER ONLY
(Gov. Code § 27361.6)

APN: 007-090-039

AGREEMENT FOR TERMINATION OF WATER RIGHTS AGREEMENT

This **AGREEMENT FOR TERMINATION OF WATER RIGHTS AGREEMENT** (“**Agreement**”) is made and entered into on this _____ day of _____, 2025, by and between **IMMACULATE HEART COMMUNITY**, a California non-profit corporation (“**IHC**”) and **MONTECITO WATER DISTRICT**, a California public corporation (“**MWD**”) (each individually a “**Party**” and collectively, “**Parties**”) with reference to the following facts and intentions:

RECITALS

- A.** IHC is the owner of a parcel of real property described in Exhibit A attached hereto and made part of, within the County of Santa Barbara, State of California (the “**Property**”), which is within the service area of MWD.
- B.** By virtue of its ownership of the Property, IHC retains an overlying correlative right to extract groundwater from below, and within the boundaries of its Property, for use on the Property (“**Water Rights**”).
- C.** In 1973, the Board of Directors of MWD declared a water shortage emergency to prevail within the service area of MWD (“**Emergency**”).
- D.** In 1985, to help address this Emergency, the Board of Directors of MWD adopted Ordinance No. 70, requiring an owner, to whom a new water service connection has been granted and who has the right to extract groundwater for use on the property qualifying for service, to transfer the right to extract water for the whole of property to MWD.
- E.** On January 22, 1988, pursuant to Ordinance No. 70, LA CASA DE MARIA RETREAT HOUSE, a California non-profit corporation (“**LCDM**”) and MWD entered into an agreement whereby LCDM granted and conveyed its Water Rights to MWD in trust in exchange for the service of water by MWD to the Property

("Water Rights Agreement"). The Water Rights Agreement was recorded against the property on January 27, 1988 as Instrument No. 1988-005327 of the Official Records of the County of Santa Barbara, State of California.

- F. In 1997, the Board of Directors of MWD adopted Ordinance No. 81, entitled "An Ordinance of the Montecito Water District terminating its Ordinances, Resolutions, Rules and Agreements Adopted and Entered into to Implement the Administration of the District's 1973 Declaration of a Water Shortage Emergency." Ordinance No. 81 terminated the Emergency and Ordinance No. 70.
- G. Ordinance No. 81 provides that MWD no longer requires the transfer to it in trust of the overlying correlative right to extract water from the underground for use on properties within MWD as a prerequisite to MWD service to the property, and any rights to extract water which have been transferred to MWD pursuant to the water shortage emergency rules and regulations shall, upon written application, be re-transferred by MWD to the person(s) then entitled thereto for the benefit of the land described in the original transfer agreement.
- H. On March 31, 2005, LCDM transferred the Property to IHC. The Grant Deed was recorded on April 29, 2005 as Instrument No. 2005-0039468 of the Official Records of the County of Santa Barbara, State of California.
- I. On June 5, 2025, pursuant to the provisions of Ordinance No. 81, IHC made a written request to MWD for the re-transfer of IHC's Water Rights to it for the benefit of the Property, and termination of the Water Rights Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and conditions contained herein, the Parties hereto agree as follows:

- 1. **Termination and Re-Transfer.** The Parties agree to terminate the Water Rights Agreement and MWD agrees to re-transfer IHC's Water Rights back to IHC such that there is no further encumbrance upon IHC's Water Rights by MWD. Upon the Effective Date, IHC will have the exclusive right as between the Parties to exercise its Water Rights.
- 2. **Effective Date.** This Agreement shall take effect upon execution by the Parties hereto ("Effective Date").
- 3. **Dispute Resolution.**
 - 3.1 **Notification of Dispute and Good-Faith Negotiation.** If a dispute arises concerning any controversy or claim arising out of or relating to this Agreement or the breach thereof, or relating to its application or interpretation, including without limitation those types of disputes expressly directed to this mechanism in the Agreement, the aggrieved Party will notify the other Party of the dispute in writing within thirty (30) calendar days after

such dispute arises. The Parties to the dispute shall promptly meet at any mutually-agreed time and location to seek to resolve the dispute through good-faith negotiation. The Parties to the dispute shall use their best efforts to reach a just and equitable solution satisfactory to all such Parties. If the Parties to the dispute are unable to resolve the dispute to their mutual satisfaction within thirty (30) calendar days after the initial notice of the controversy or claim, the dispute will be subject to mediation, pursuant to Paragraph 3.2. The time periods set forth in this Paragraph 3.1 are subject to extension as agreed to by the Parties to the dispute.

- 3.2 **Agreement to Mediate.** If a dispute is not resolved pursuant to Paragraph 3.1, the Parties to the dispute agree to endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation, before having recourse in a court of law. The Parties to the dispute shall select a mediator and initiate meditation no more than thirty (30) calendar days following the running of the thirty-day deadline set out in Paragraph 3.1. Each Party shall bear its own legal expenses associated with the mediation. All expenses of the mediator, including required travel, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be paid or reimbursed by the Parties to the dispute in equal proportion. Any resultant agreements from mediation shall be documented in writing. All mediation proceedings, results, and documentation, including without limitation any materials prepared or submitted or any positions taken by or on behalf of the other Party(s), shall be confidential and inadmissible for any purpose in any legal proceeding (pursuant to California Evidence Codes sections 1115 through 1129), unless such admission is otherwise agreed upon in writing by the Parties to the dispute. The mediation shall be completed within thirty (30) calendar days after selection of the mediator, unless the parties to the dispute, each in their sole discretion, agree to extend the mediation period.

4. **General Provisions.**

- 4.1 **Incorporation of Recitals.** The recitals of this Agreement are material and are incorporated into the operative provisions of this Agreement by this reference.
- 4.2 **Cooperation.** Each Party shall, whenever and as often as reasonably requested to do so by another Party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all documents and instruments as may be reasonably necessary, expedient or proper to carry out the intent and purposes of this Agreement, provided that the requesting Party shall bear the cost and expense of the preparation of such further instruments or documents (except that each Party shall bear its own attorneys' fees).
- 4.3 **Authority.** The individuals executing this Agreement represent and warrant that they have the authority to enter into this Agreement and to perform all

acts required by this Agreement, and that the consent, approval or execution of or by any third party is not required to legally bind the Party for whom they are signing the Agreement to the terms and conditions of this Agreement.

- 4.4 **Remedies.** The Parties agree that irreparable damage would occur and that the Parties would not have an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. The Parties will be entitled to all forms of equitable relief, including restraining orders, injunctions and specific performance to prevent breaches, and to enforce specifically the terms and provisions of this Agreement, in addition to any other remedy to which they are entitled at law or in equity. The Parties waive any requirement for the securing or posting of any bond in connection with obtaining any equitable relief. No remedy is exclusive but will, wherever possible, be deemed cumulative with all other remedies at law or in equity.
- 4.5 **Notices and Communication.** Any notice hereunder shall be deemed sufficient if given by one Party to the other in writing and either delivered in person, transmitted by electronic mail (with acknowledgment of receipt made by the receiving Party), or deposited in the United States mail in a sealed envelope, certified and with postage and postal charges prepaid, and addressed as follows:

IHC: Immaculate Heart Community
Attn: Amy M. Steinfeld
1020 State Street
Santa Barbara, CA 93101
Phone: (805) 882-1409
Email: asteinfeld@bhfs.com

MWD: Montecito Water District
Attn: Nick Turner
583 San Ysidro Road
Santa Barbara CA 93108
Phone: 805-969-2271
Email: nturner@montecitowater.com

or to such other address or to such other person as each Party shall have last designated for receipt of notices pursuant to this Agreement. The effective date of such notice shall be the earlier of the date of actual receipt, acknowledgment of receipt, or three days following deposit in the United States mail.

- 4.6 **Successors and Assigns.** This Agreement will be binding on and will inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.
- 4.7 **Governing Law.** The validity and interpretation of this Agreement will be governed by the laws of the State of California without giving effect to the principles of conflict of laws, with venue for all purposes to be proper only in the County of Santa Barbara, State of California.
- 4.8 **Severability.** If any term, provision, covenant or condition of this Agreement is determined to be unenforceable by a court of competent jurisdiction, it is the Parties' intent that the remaining provisions of this Agreement will remain in full force and effect and will not be affected, impaired or invalidated by such a determination.
- 4.9 **Attorneys' Fees.** If any arbitration or action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to recover actual attorneys' fees which may be determined by the court in the same action or in a separate action brought for that purpose. The attorneys' fees to be awarded will be made to fully reimburse for all attorneys' fees, paralegal fees, costs and expenses actually incurred in good faith, regardless of the size of the judgment, it being the intention of the Parties to fully compensate for all attorneys' fees, paralegal fees, costs and expenses paid or incurred in good faith.
- 4.10 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which will constitute one and the same agreement.
- 4.11 **Good Faith.** The Parties agree to exercise their best efforts and utmost good faith to effectuate all the terms and conditions of this Agreement and to execute such further instruments and documents as are necessary or appropriate to effectuate all of the terms and conditions of this Agreement.
- 4.12 **Waiver.** The waiver of any breach of any provision of this Agreement by any Party will not be deemed to be a waiver of any proceeding or subsequent breach under this Agreement, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the Party making the waiver.
- 4.13 **Entire Agreement.** This Agreement contains the entire understanding and agreement of the Parties, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature binding except as stated in this Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the Parties to this Agreement and by no other means. Each Party waives its future right to

claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Immaculate Heart Community

By: _____
Name:
Title:

Montecito Water District

By: _____
Name:
Title:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (seal)

EXHIBIT "A"

THAT CERTAIN REAL PROPERTY IN THE STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA, SHOWN AS PARCEL 2 ON THAT CERTAIN RECORD OF SURVEY MAP FILED IN BOOK 117 AT PAGE 92, OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

**MONTECITO WATER DISTRICT
MEMORANDUM**

SECTION: 3-B

DATE: SEPTEMBER 9, 2025

TO: OPERATIONS AND CUSTOMER RELATIONS COMMITTEE

FROM: ASSISTANT GENERAL MANAGER & ENGINEERING MANAGER

**SUBJECT: PROPOSED AMENDMENTS TO THE PROFESSIONAL SERVICES
CONTRACTS FOR THE TERMINAL AND PARK LANE RESERVOIR
SEISMIC RETROFIT AND REPLACEMENT PROJECTS (ASADRA)**

RECOMMENDATION:

1. That the Operations and Customer Relations Committee recommend the Board of Directors authorize the General Manager to execute Amendment No.7 to the professional services contract with Wood Rodgers for Project Management Services during construction related to the Reservoir Seismic Retrofit and Replacement Project for the Terminal Reservoir and Park Lane Reservoir for a not-to-exceed amount of \$158,920 as part of the ASADRA Reservoir Seismic Retrofit and Replacement Project.
2. That the Operations and Customer Relations Committee recommend the Board of Directors authorize the General Manager to execute Amendment No.2 to the professional services contract with Water System Consulting for Construction Management Services related to the Reservoir Seismic Retrofit and Replacement Project for the Terminal Reservoir and Park Lane Reservoir for a not-to-exceed amount of \$1,191,196 as part of the ASADRA Reservoir Seismic Retrofit and Replacement Project.
3. That the Operations and Customer Relations Committee recommend the Board of Directors authorize the General Manager to execute Amendment No.7 to the professional services contract with Rincon Consultants for Environmental Services during construction related to the Reservoir Seismic Retrofit and Replacement Project for the Terminal Reservoir and Park Lane Reservoir for a not-to-exceed amount of \$333,727 as part of the ASADRA Reservoir Seismic Retrofit and Replacement Project.

BACKGROUND:

In 2015, the District commissioned a technical study prepared by Tetra Tech to investigate the structural integrity of the District's nine water storage reservoirs, some of which were built nearly 100 years ago, and the study concluded that the District's reservoirs are incapable of resisting prescriptive seismic loading based on current design standards.

In 2020, the District identified a funding opportunity made available by the United States Environmental Protection Agency (EPA) and administered through the State Water Resources Control Board (SWRCB) Drinking Water State Revolving Fund (DWSRF) grant program, more specifically the Additional Supplemental Appropriations for Disaster Relief Act (ASADRA) funding program. Funding through the ASADRA program is available exclusively to public agencies impacted by the 2017 Thomas Fire, which includes the District.

Recognizing the favorable terms of the ASADRA funding program, which includes no interest, 30-year loans with 30% principal forgiveness, and the desire for reservoir resiliency, in October 2024 the District pursued and was awarded ASADRA funding for the Reservoir Seismic Retrofit and Replacement Project (Project) in the amount of approximately \$35M. Resolution No. 2290, adopted by the Board of Directors on November 19, 2024, authorized the acceptance of the ASADRA funding and implementation of the Project. Upon completion, the Project will retrofit or replace eight reservoirs to ensure they can resist prescriptive seismic loading based on current design standards.

The Project construction schedule spans six years due to limitations on having multiple reservoirs offline simultaneously. No more than two reservoirs can be out of service at the same time due to operational limitations.

DISCUSSION:

The first two reservoirs to be constructed as part of the Reservoir Seismic Retrofit and Replacement Project (ASADRA Project) are the Park Lane and Terminal Reservoirs. The construction contract for Park Lane was awarded by the Board of Directors in June 2025 and the construction contract for Terminal Reservoir will be considered by the Board of Directors on August 21, 2025.

Four consultants are currently under contract with the District to provide professional services during the design and bid phases of the ASADRA Project. Additional services are needed from each consultant during the construction phase. The proposed scopes of work and associated cost for professional services during construction for each consultant are described below.

Engineer of Record

Tetra Tech is the engineer of record for all eight reservoir projects. The original Tetra Tech contract included construction phase support, therefore, no contract amendment is needed for engineering services.

Project Management Services

The District contracted Wood Rodgers for Project Management services for the ASADRA Project. Wood Rodgers has served as an extension of District staff to assist with the management of the day-to-day project activities to date for the project.. Project Management services are also needed during construction including coordination with the State Water Resources Control Board (SWRCB), State Division of Drinking Water (DDW), and other stakeholders as needed over the course of the ASADRA Project. The cost for Wood Rodgers to perform Project Management services during the construction phase has not yet authorized. As shown in Attachment 1, the

proposed total cost for Project Management services to be performed by Wood Rodgers is \$74,820 for the Park Lane Reservoir Project and \$84,100 for the Terminal Reservoir Project.

Staff recommend approval of Amendment No.7 to the Professional Services Contract with Wood Rodgers for project management services during construction of the Park Lane and Terminal Reservoir Projects in an amount not-to-exceed \$158,920. All prior approvals for Wood Rodgers have been for planning phase services only.

Construction Management Services

The District contracted with Water Systems Consulting (WSC) for construction management services for eight reservoir sites. To date, WSC assisted the District during the bid phase of the Park Lane and Terminal Reservoir Projects by providing constructability reviews and the review of contractor bids. With the Park Lane and Terminal Reservoir Projects expected to begin construction soon, construction management services will be needed.

WSC provided proposals for construction management services for these projects. WSC would provide daily construction inspection of both sites by a qualified inspector and supported by a resident engineer. WSC would be responsible for reviewing contractor submittals, progress payments, requests for information, change orders, and overseeing special inspections, material testing, and development of record drawings for each reservoir. WSC would provide written progress reports and meeting minutes. WSC would also provide final closeout punch lists, conduct final inspections, and prepare project summary reports. Lastly, WSC would ensure compliance with the State funding agreement through their third-party labor compliance consultant and would prepare quarterly labor compliance reports.

The proposed total cost for WSC to provided construction management services for the Park Lane Reservoir Project is \$503,926 and for the Terminal Reservoir Project is \$687,270. These fees are 10.9% and 10.7% respectively of the construction cost for each project. District staff have compared this fee to other recent projects in southern California and found the cost to be within the expected range. The construction management cost includes (1) inspection and material testing and (2) contract administration. The cost of construction inspection and material testing is typically 8-10% of construction cost and contract administration is typically 2-4% of construction costs. The breakdown for Park Lane and Terminal Reservoir projects is 8% (inspection/testing) and 3% (contract administration), respectively, for both projects. A significant portion of the construction inspection cost requires a labor rate of \$220 per hour for a construction inspector whose time is split between the two projects for nearly 18 months (\$624,000 for both projects). The cost of contract administration is due to strict requirements of the state funding agreement and use of a third-party labor compliance company. Considering the size and complexity of these projects, and the strict funding requirements, District staff believe the construction management fee is within the acceptable range of expected costs. Staff recommend approval of Amendment No.2 to the Professional Services Contract with WSC for construction management services for the Park Lane and Terminal Reservoir Projects in an amount not-to-exceed \$1,191,196.

Environmental Consultant Services

The District contracted with Rincon Consultants for environmental services including preparation of the California Environmental Quality Act (CEQA) documentation for eight reservoirs at the beginning of the ASADRA Project. The CEQA document outlines environmental services required during construction to mitigate any potential environmental impacts. These mitigation actions include erosion and sediment controls, worker environmental awareness training, pre-construction biological surveys where ground disturbing activities may occur, biological monitoring during construction, cultural resources training, and management of native American monitoring of excavations.

Rincon provided proposals to provide these environmental services during construction for both the Park Lane and Terminal Reservoir Projects. The proposed total cost for Rincon to provide these environmental services for the Park Lane Reservoir Project is \$171,376 and for the Terminal Reservoir Project is \$162,351. These fees are consistent with environmental mitigation performed by the District on other water infrastructure projects. District staff recommend approval of Amendment No.7 to the Professional Services Contract with Rincon Consultants for the Park Lane and Terminal Reservoir Projects in an amount not-to-exceed \$333,727. All prior approvals for Wood Rodgers have been for planning phase services only.

SCHEDULE:

Construction for Park Lane Reservoir is scheduled to begin in September 2025 and be completed in December 2026. If awarded, construction for Terminal Reservoir would likely begin in October 2025 and be completed in early 2027.

FISCAL IMPACT:

The projected total costs for the Park Lane and Terminal Reservoir Projects are shown in the table below. These costs include planning and construction phase costs. Also included in the table is the total estimated project costs (soft costs and construction costs) included in the ASADRA funding agreement for each reservoir.

Item	Park Lane	Terminal
Planning/Design Phase	\$ 240,345	\$ 220,403
Construction Contractor	\$ 4,589,700	\$ 6,382,500
Project Management	\$ 69,020	\$ 74,820
Construction Management	\$ 503,926	\$ 687,270
Environmental Consultant	\$ 171,376	\$ 162,351
Total	\$ 5,574,367	\$ 7,527,344
ASADRA Approved	\$ 6,445,997	\$ 5,697,804
Variance	\$ 871,630	\$ (1,829,540)

The table indicates approximate \$1M net negative variance in the total costs for the two reservoir projects compared to the costs included in the ASADRA funding agreement. The variance is

attributable to the addition of the reinforced concrete floor at Terminal Reservoir which added approximately \$1M in construction costs to the project, which the Board of Directors reviewed and agreed with in early 2025. Staff will continue to track project costs relative to the overall ASADRA budget as the program progresses.

ATTACHMENTS:

- 1) Wood Rodgers Proposal for Project Management / Owner's Agent Services for Park Lane Reservoir
- 2) Wood Rodgers Proposal for Project Management / Owner's Agent Services for Terminal Reservoir
- 3) Water Systems Consulting Proposal for Construction Management & Inspection Services for Park Lane and Terminal Reservoirs
- 4) Rincon Consultants Proposal for Environmental Services for Reservoir Retrofits Project at Park Lane Reservoir
- 5) Rincon Consultants Proposal for Environmental Services for Reservoir Retrofits Project at Terminal Reservoir



September 5, 2025

Via Email: akanold@montecitowater.com

Mr. Adam Kanold, P.E.
Asst. General Manager / Engineering Manager
Montecito Water District
583 San Ysidro Road
Montecito, California 93108

Subject: Montecito Water District – Reservoir Seismic Retrofit & Replacement Project |
Project Management / Owner's Agent Services for Park Lane Reservoir (P132)

Dear Mr. Kanold,

Per your request, Wood Rodgers, Inc. (Wood Rodgers) is providing the Montecito Water District (District) with this proposal to provide project management and owner's agent services for the Reservoir Seismic Retrofit & Replacement Project for Park Lane Reservoir (Project).

Wood Rodgers will provide support to the District for the following scope of work items for which effort is anticipated to advance the project to completion during the construction phase.

Scope of Services

The following Scope of Services have been developed based on our understanding of the Project and discussions with District staff. This Scope assumes that our Team will provide Project Management / Owner's Agent services in support of the District during the construction phase of the Project as described herein.

The Project consists of the seismic retrofit of the District's Park Lane reservoir. Wood Rodgers will act as an extension of District staff to assist with the management of the day-to-day progress of the Project and will provide oversight of the various consultants contracted by the District to provide construction management and inspection services as well as environmental support for the Project. Wood Rodgers will also facilitate coordination with the State Water Resources Control Board Division of Drinking Water and other stakeholders as needed over the course of the Project. Below are the major tasks to be executed by Wood Rodgers as a part of this Project.

Task 1: Project Management and Administration

Under this task Wood Rodgers will provide overall project management and administration for the duration of the Project which includes monitoring and reporting on the overall progress of the Project and direct communication with the District.

Task 2: Construction Phase Services

Task 2.1: Coordination with District Engineering and Operations Staff

Under this task Wood Rodgers will coordinate directly with the District's Engineering, Treatment and Distribution System staff as required to advance the Project during the construction phase. Coordination and communication will be accomplished via teleconferences/video conferences as well as email and phone calls. Such coordination may include, but not be limited to; review of Contractor submittals directly impacting District operations and engaging District staff to gain consensus on comments provided to the Contractor. Other items include conveying information related to the Contractor's schedule to District staff to ensure District operations account for proposed Contractor operations.

Wood Rodgers will generate monthly staff reports documenting Project progress and identify any action required by District staff. Wood Rodgers will, when requested by District staff, present these staff reports to the Operations Committee or Board of Directors via teleconference / videoconference.

Deliverables

- ✓ Monthly Staff Reports (Word & PDF)

Task 2.2: Coordination and Management of Construction Management Team

Under this task Wood Rodgers will assist the District with managing the Construction Management Team and Contractor as required to advance the Project during the construction phase.

Wood Rodgers will also coordinate and work directly with the District's Design Engineer of Record and environmental consultant to ensure they provide the required services during the construction phase and that all activities are properly coordinated with the District as well as the Construction Management Team.

Communication, coordination and management for this task will be performed using email, teleconferences and video conferences.

Task 2.3: Coordination with State Water Resources Control Board

When needed, Wood Rodgers will lead coordination efforts with the State Water Resources Control Board (SWRCB) and will facilitate meetings as required between the SWRCB, District and Construction Management Team and Contractor to ensure any items that arise during the construction phase are properly addressed by the team in a timely fashion. Such coordination items include, but are not limited to grant funding related matters, submission of applicable NSF 61 documentation and similar coordination.

Deliverables

- ✓ Meeting Minutes (Word & PDF)

Task 2.4: Project Close Out

Under this task Wood Rodgers will assist the District with any required project close out items as they relate to various District consultants, Contractor(s) and funding sources.

Fee

The Project fee will be an amount not to exceed the amount per the Fee Table below and Fee Schedule attached and will be billed on a time and materials basis.

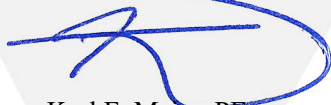
Task Description	Wood Rodgers Staff	TOTAL HOURS BY TASK	Other Direct Costs	TOTAL COST
	Principal Engineer I			
2025 Hourly Rates	\$ 290.00			
Task 1: Project Management and Administration	24	24	\$ -	\$ 6,960
Task 2: Construction Phase Services				
Task 2.1: Coordination with District Engineering & Operations Staff	130	130	\$ -	\$ 37,700
Task 2.2: Coordination and Management of Construction Management Team	68	68	\$ -	\$ 19,720
Task 2.3: Coordination with State Water Resources Control Board	16	16	\$ -	\$ 4,640
Task 2.4: Project Close Out	20	20	\$ -	\$ 5,800
TOTAL HOURS BY STAFF	258	258		
TOTAL DIRECT COSTS			\$ -	
TOTAL FEE				\$ 74,820

Schedule

It is anticipated that Wood Rodgers' services will be provided through the construction phase, which is anticipated to last approximately 17 months.

We appreciate the opportunity to continue supporting the District with this important project. If you have any questions or need additional information, please do not hesitate to contact us directly.

Respectfully Submitted,



Karl F. Meier, PE
Principal – Water Resources
kmeier@woodrogers.com
(619) 819.9222

EXHIBIT "B"



SOUTHERN CALIFORNIA FEE SCHEDULE

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$330
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$290
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$270
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$260
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$245
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$230
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$220
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$210
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$180
Designer	\$100
Senior CAD Technician/Graphics Designer II	\$205
Senior CAD Technician/Graphics Designer I	\$185
CAD Technician/Graphics Designer	\$165
Project Coordinator	\$175
Administrative Assistant	\$155
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work, Expert Witness Testimony and Preparation	Rate Plus 50%

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate, currently 70 cents per mile.

Fee Schedule subject to change January 1, 2026 and annually thereafter.



September 5, 2025

Via Email: akanold@montecitowater.com

Mr. Adam Kanold, P.E.
Asst. General Manager / Engineering Manager
Montecito Water District
583 San Ysidro Road
Montecito, California 93108

Subject: Montecito Water District – Reservoir Seismic Retrofit & Replacement Project |
Project Management / Owner's Agent Services for Terminal Reservoir (P133)

Dear Mr. Kanold,

Per your request, Wood Rodgers, Inc. (Wood Rodgers) is providing the Montecito Water District (District) with this proposal to provide project management and owner's agent services for the Reservoir Seismic Retrofit & Replacement Project for Terminal Reservoir (Project).

Wood Rodgers will provide support to the District for the following scope of work items for which effort is anticipated to advance the project to completion during the construction phase.

Scope of Services

The following Scope of Services have been developed based on our understanding of the Project and discussions with District staff. This Scope assumes that our Team will provide Project Management / Owner's Agent services in support of the District during the construction phase of the Project as described herein.

The Project consists of the seismic retrofit of the District's Terminal reservoir. Wood Rodgers will act as an extension of District staff to assist with the management of the day-to-day progress of the Project and will provide oversight of the various consultants contracted by the District to provide construction management and inspection services as well as environmental support for the Project. Wood Rodgers will also facilitate coordination with the State Water Resources Control Board Division of Drinking Water and other stakeholders as needed over the course of the Project. Below are the major tasks to be executed by Wood Rodgers as a part of this Project.

Task 1: Project Management and Administration

Under this task Wood Rodgers will provide overall project management and administration for the duration of the Project which includes monitoring and reporting on the overall progress of the Project and direct communication with the District.

Task 2: Construction Phase Services

Task 2.1: Coordination with District Engineering and Operations Staff

Under this task Wood Rodgers will coordinate directly with the District's Engineering, Treatment and Distribution System staff as required to advance the Project during the construction phase. Coordination and communication will be accomplished via teleconferences/video conferences as well as email and phone calls. Such coordination may include, but not be limited to; review of Contractor submittals directly impacting District operations and engaging District staff to gain consensus on comments provided to the Contractor. Other items include conveying information related to the Contractor's schedule to District staff to ensure District operations account for proposed Contractor operations.

Wood Rodgers will generate monthly staff reports documenting Project progress and identify any action required by District staff. Wood Rodgers will, when requested by District staff, present these staff reports to the Operations Committee or Board of Directors via teleconference / videoconference.

Deliverables

- ✓ Monthly Staff Reports (Word & PDF)

Task 2.2: Coordination and Management of Construction Management Team

Under this task Wood Rodgers will assist the District with managing the Construction Management Team and Contractor as required to advance the Project during the construction phase.

Wood Rodgers will also coordinate and work directly with the District's Design Engineer of Record and environmental consultant to ensure they provide the required services during the construction phase and that all activities are properly coordinated with the District as well as the Construction Management Team.

Communication, coordination and management for this task will be performed using email, teleconferences and video conferences.

Task 2.3: Coordination with State Water Resources Control Board

When needed, Wood Rodgers will lead coordination efforts with the State Water Resources Control Board (SWRCB) and will facilitate meetings as required between the SWRCB, District and Construction Management Team and Contractor to ensure any items that arise during the construction phase are properly addressed by the team in a timely fashion. Such coordination items include, but are not limited to grant funding related matters, submission of applicable NSF 61 documentation and similar coordination.

Deliverables

- ✓ Meeting Minutes (Word & PDF)

Task 2.4: Project Close Out

Under this task Wood Rodgers will assist the District with any required project close out items as they relate to various District consultants, Contractor(s) and funding sources.

Fee

The Project fee will be an amount not to exceed the amount per the Fee Table below and Fee Schedule attached and will be billed on a time and materials basis.

Task Description	Wood Rodgers Staff	TOTAL HOURS BY TASK	Other Direct Costs	TOTAL COST
	Principal Engineer I			
2025 Hourly Rates	\$ 290.00			
Task 1: Project Management and Administration	20	20	\$ -	\$ 5,800
Task 2: Construction Phase Services				
Task 2.1: Coordination with District Engineering & Operations Staff	142	142	\$ -	\$ 41,180
Task 2.2: Coordination and Management of Construction Management Team	92	92	\$ -	\$ 26,680
Task 2.3: Coordination with State Water Resources Control Board	16	16	\$ -	\$ 4,640
Task 2.4: Project Close Out	20	20	\$ -	\$ 5,800
TOTAL HOURS BY STAFF	290	290		
TOTAL DIRECT COSTS			\$ -	
TOTAL FEE				\$ 84,100

Schedule

It is anticipated that Wood Rodgers' services will be provided through the construction phase, which is anticipated to last approximately 19 months.

We appreciate the opportunity to continue supporting the District with this important project. If you have any questions or need additional information, please do not hesitate to contact us directly.

Respectfully Submitted,



Karl F. Meier, PE
Principal – Water Resources
kmeier@woodrogers.com
(619) 819.9222

EXHIBIT "B"



SOUTHERN CALIFORNIA FEE SCHEDULE

CLASSIFICATION	STANDARD RATE
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$330
Principal Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$290
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$270
Senior Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$260
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$245
Project Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$230
Engineer/Geologist/Surveyor/Planner/GIS/LA* II	\$220
Engineer/Geologist/Surveyor/Planner/GIS/LA* I	\$210
Assistant Engineer/Geologist/Surveyor/Planner/GIS/LA*	\$180
Designer	\$100
Senior CAD Technician/Graphics Designer II	\$205
Senior CAD Technician/Graphics Designer I	\$185
CAD Technician/Graphics Designer	\$165
Project Coordinator	\$175
Administrative Assistant	\$155
Consultants, Outside Services, Materials & Direct Charges	Cost Plus 10%
Overtime Work, Expert Witness Testimony and Preparation	Rate Plus 50%

*LA = Landscape Architect

Blueprints, reproductions, and outside graphic services will be charged at vendor invoice. Auto mileage will be charged at the IRS standard rate, currently 70 cents per mile.

Fee Schedule subject to change January 1, 2026 and annually thereafter.



Proposal for Construction Management & Inspection Services for Park Lane and Terminal Reservoir Retrofit Projects

August 4, 2025

Dear Adam,

Montecito Water District

Adam Kanold
Engineering Manager
583 San Ysidro Road
Santa Barbara, CA 93108

WSC San Luis Obispo

805 Aerovista Ln., Suite 201
San Luis Obispo, CA 93401
P: (805) 457-8833
F: (805) 888-2764

WSC is pleased to submit the enclosed proposal to provide Construction Management and Inspection Services for the Park Lane and Terminal Reservoir Retrofit Projects, the first two reservoirs in the Montecito Water District's Reservoir Retrofit and Replacement Program.

Our team's extensive experience with design and construction management of water and wastewater infrastructure projects, combined with our collaborative approach to project delivery, uniquely positions us to support the District in successfully executing this important infrastructure upgrade while minimizing impacts to the public.

We value our relationship with the District and appreciate the opportunity to continue supporting your reservoir replacement program. Our team is committed to delivering a tailored solution that maximizes value and minimizes risk for the District.

We look forward to partnering with the District on this project. Enclosed with this proposal is our detailed scope of work and fee proposal. Please contact Chris Malejan at (805) 457-8833 ext. 103 or Justin Pickard at (805) 457-8833 ext. 124 if you have any questions regarding our proposal.

Sincerely,

Water Systems Consulting, Inc.

A handwritten signature in blue ink, appearing to read 'Chris Malejan'.

Chris Malejan, PE, PMP
Project Manager

A handwritten signature in blue ink, appearing to read 'Justin Pickard'.

Justin Pickard, PE, CCM
Principal in Charge

Enclosed:

Detailed Scope of Work
Proposed Fee – Park Lane Reservoir
Proposed Fee – Terminal Reservoir

The following scope of work applies to both the Park Lane and Terminal Reservoir Retrofit Projects. While separate fees have been provided for each reservoir, the scope and assumptions herein assume that both reservoirs are constructed concurrently. It is assumed that Park Lane's and Terminal's total active construction duration is 16 months and 22 months, respectively. This scope of work also assumes that one Contractor will construct both Park Lane and Terminal Reservoir.

Task 1 Project Coordination Services

1.1 General Communication

- Coordinate with District staff to facilitate performance of the contractor's work
- Coordinate with District staff to resolve issues related to administration of the construction contract and construction-related issues.
- General coordination with the contractor.

1.2 Monthly Invoice and Project Reports

- Prepare up to 24 monthly invoices detailing expenditures by task for WSC staff and subconsultants.
- Manage the efforts of the WSC Project team including assignment of resources.

1.3 Quality Assurance / Quality Control

- Oversight of project's quality assurance and provide CM support when complex issues arise.
- Verification of work products and quality control reviews for deliverables.

1.4 Monthly District Meetings

- Hold up to 22 monthly meetings with the District to review and discuss contractor's short interval (i.e., "look-ahead") schedule, safety issues, submittal and request for information (RFI) status, changes and potential changes, quality assurance/quality control, payment status, permit compliance, labor compliance, non-compliant and deficient work, potential claims, outage requests, impacts to facility operation, and public complaints.
- Prepare and distribute agendas one day in advance of the meeting.
- Prepare and distribute meeting minutes within three days following the meeting.

Deliverables:

- (1) Monthly progress reports and invoices. WSC anticipates preparing one invoice for both reservoir projects, but will track time separately and invoice individually for each reservoir.
- (2) Meeting agendas and minutes

Assumptions:

- (1) Total project duration of 24 months – 1 month submittal / preconstruction period, 22 months for active construction, and 1 month for project closeout.
- (2) Project documents will be submitted, tracked, and managed using a web-based document management system.

Task 2 Construction Phase Services

2.1 Construction Progress Reports

- Prepare up to 22 monthly project progress reports to describe work completed during the reporting period; milestones achieved; work planned for the next reporting period; potential issues and proposed resolutions; schedule, budget, submittal, RFI, and change order status; and site photographs.

Deliverables: Monthly progress reports

Assumptions: Total active construction duration of 22 months

2.2 Construction Progress Meetings

- Participate in weekly progress meetings with the contractor, the District, and engineer. Meetings will be conducted to review and monitor progress; discuss the Contractor's short interval schedule; discuss safety performance; review submittal, request for information (RFI), and change order status; discuss and coordinate resolution of key issues; and address any other concerns affecting performance of the work.

Deliverables: Meeting agendas and meeting minutes

Assumptions:

- (1) Weekly construction progress meetings to be held throughout the preconstruction, construction, and closeout periods.
- (2) No more than one construction progress meeting to be held in person per month. The remaining construction progress meetings will be held via teleconference.

2.3 Pre-Submittal Meetings

- Schedule, conduct and attend pre-submittal meetings held as needed with the contractor, key subcontractor(s), and others as necessary to assist in the timely preparation and approval of key submittals. Coordinate attendance with the engineer, contractors, and other stakeholders when appropriate.

Deliverables: Meeting agendas and meeting minutes

Assumptions: Scope of work assumes 6 total review meetings for key submittals for Park Lane and Terminal.

2.4 Progress Payment Review

- Review up to 16 payment applications for Park Lane and 22 payment applications for Terminal submitted by the contractor each month and determine completeness in accordance with the contract documents. If complete, determine if the amount requested reflects actual status of work based on schedule of values and work completed to date. Coordinate with contractor as necessary to reach consensus on the percentage complete for each bid item. Forward approved pay requests to the District for payment, including amount to be retained.
- Report total to date cost accrued, change order cost and time adjustments, total retention held, and contract time remaining.

Deliverables: Reviewed monthly progress payment applications from contractor

2.5 RFI / Submittal Management

- Receive and log submittals electronically, including but not limited to shop drawings, Requests for Information (RFI's), product data and samples (physical), and transmit to the appropriate reviewer (e.g., District, engineer, etc.). Review submittals as appropriate and provide responses or response recommendations. Coordinate a timely response to the contractor.
- Encourage engineer to provide prompt and timely review of submittals including tracking submittal response times. Track resubmittals and resubmittal review times.
- Review substitution requests with the engineer, and forward to the District for written acceptance or rejection of proposed substitutions
- Respond to RFI's directly when appropriate for the CM Team to do so.

Assumptions:

- (1) Review of technical submittals (equipment, materials, etc.) to be performed by the engineer. WSC's submittal and RFI responses are limited to non-technical items (e.g., schedule of values, schedules, work sequencing plans, maintenance of facility operations).
- (2) Submittals and RFI's will be submitted in Project's document management software.

2.6 Change Order / Dispute Management

- Receive and manage Change Order Request (COR) Logs. Receive and evaluate change order requests from the contractor, District, and engineer and assign the change order a discrete number for tracking, filing and processing purposes. Each request shall describe the proposed change in detail including potential adjustment to

the contract time or contract price and shall include a link to drawings and/or specifications as necessary.

- Review COR's with the engineer, contractor and others as appropriate. With input from the engineer, evaluate the technical merit of change proposals with respect to schedule, claims exposure, project cost, design plans, system operations, conflicts, constructability, delays, and project requirements.
- Recommend approval or rejection of COR in full or part of initial request. Recommendations for rejection in full or in part shall include an assessment of the potential for a contractor claim.
- Prepare change orders and related/supporting documents once the District has approved the proposed change. Secure signatures and forward executed contract amendments to the contractor and the District.
- Update the contract to reflect the adjusted contract time and price.

Deliverables:

- (1) Review comments for CORs
- (2) COR tracking log

Assumptions:

- (1) WSC will have no authority to issue changes or modifications to the contract documents. All proposed change orders will be routed to the District for review and final approval before transmitting to the contractor.

2.7 Special Inspection / Testing

- Provide Special Inspection and Materials Testing through WSC's Subconsultant NV5. Take material samples, conduct laboratory testing, and provide special inspections as required by the contract documents. Collect and compile testing results and inform contractors in timely fashion of any failed tests. Coordinate with the contract to resolve failing tests.

Deliverables:

- (1) Materials testing and special inspection reports

Assumptions:

- (1) A \$86,122 allowance has been included for special inspection and materials testing for Terminal and a \$78,992 allowance has been included for Park Lane. The actual cost of special inspection and materials testing depends on the contractor's schedule and production rate.

2.8 As-Built Drawing Tracking

- Maintain a change log and updated record set of drawings for use in reviewing the contractor's as-built drawings and for use by Project team members or authorities having jurisdiction during site visits and inspections.
- Review red-line drawings produced by the contractor for concurrence with current project conditions as part of the monthly payment application process. The contractor will incorporate comments received from WSC and maintain a record of all final redlined drawings for the purpose of preparing a final set of as-built drawings for review and approval by the District and for use by the engineer in preparation of Record Drawings.

Deliverables:

- (1) Final approved redlined drawings from the contractor

2.9 Schedule Review

- Review the contractor's baseline schedule and scheduling methodology. Provide the contractor with a list of schedule review comments for revision or further clarification.
- Establish and maintain a log of contract calendar days remaining.
- Monthly schedule updates:
 - Review progress attained against the approved baseline schedule to evaluate completed work, identify potential delays, and review the contractor's plan for implementation of remedial measures when appropriate to recover or maintain progress.
 - Review and evaluate logic changes, constraints, completion percentages, and actual start and finish dates for each activity.
 - Notify District staff of potential delays identified during review of monthly updates.
 - Provide schedule update review comments for each monthly update.
 - Track construction schedule and weather delays.

Deliverables:

- (1) Written comments on contractor's Baseline Schedule, monthly schedule updates, time impact analyses (TIAs), and recovery schedules, as needed

Assumptions:

- (1) One review of contractor's Baseline Schedule
- (2) Review of nine monthly schedule updates
- (3) The final monthly schedule update will serve as the as-built construction schedule

2.10 On-Site Construction Activity Review

- Review on-site construction activity for general conformance with the contract documents including quality, general conduct of the work, permit, and grant requirements.

Task 3 Project Closeout and Post-Construction Services

3.1 Punch List Development

- Coordinate and lead a punch list inspection with the District, engineer and contractor to identify punch list items.
- Re-inspect punch list items when the contractor indicates they have been completed or re-inspect as appropriate until all items of the work are accepted by the District.

3.2 Final Inspection

- Perform a final inspection in conjunction with the District and the engineer to confirm satisfactory completion of all punch list items.

3.3 Final Project Summary Report

- Prepare and submit a final Project Summary Report, which will be an organized record of the completed project. The report will include:
 - Overview of the contract, contractor 's performance and accomplishments, a comparison of preliminary and final project costs, cash flows, schedules, and recommendations for alleviating design, construction management, and construction problems experienced on the project for future projects in the rehabilitation program.
 - Documentation of the site with post-construction record photographs.

3.4 Disinfection / Startup Coordination

- Review and manage disinfection procedures with the contractor and other project stakeholders as required.
- In conjunction with the design engineer, review commissioning and start-up plans and provide review comments.
- Review the contractor 's detailed startup schedule.
- Review and file completed startup forms prepared by the contractor.

3.5 Final Project Closeout

- Coordinate with the District to resolve items of disputed work and calculate withholding amounts for incomplete punch list items.

- Prepare the Notice of Completion for adoption by the District.
- Coordinate with the District to release retention in accordance with timelines set forth in Public Contract Code.

Deliverables:

- (1) Project punch list
- (2) Project summary report
- (3) Calculated withholding amounts, if needed
- (4) Notice of Completion

Task 4 Inspection

4.1 Construction Inspection

- Provide construction inspection and observation of the work to review compliance with the contract documents including quality, general conduct of the work, permit, and grant requirements. Develop a photographic record of the work and work progress.
- Notify the contractor of unsatisfactory test results and observed non-conforming work and follow-up regarding corrective work and retesting. Issue Non-Compliance Notices and follow up on Corrective Action Reports. Track unsatisfactory work items until resolved.
- The inspector will prepare daily construction reports that describe the work performed, staffing, construction equipment used, major equipment deliveries, weather, delays and other events. The reports will identify work performed on a time and materials basis and the resources employed in that work. Reports will include date-stamped digital photographs and video as appropriate to document conditions and events at the site. Completed daily reports will be saved to the document management software.

Deliverables:

- (1) Daily construction reports
- (2) Test result documentation
- (3) Non-Compliance Notices (if applicable)
- (4) Corrective Action Reports (if applicable)
- (5) Log of non-compliant work
- (6) Photographic and videographic documentation

Assumptions:

- (1) While both Park Lane and Terminal Reservoirs are active, one full-time inspector will perform inspection at both sites. The scope assumes Park Lane will be completed before Terminal Reservoir. Once Park Lane is completed and Terminal is

still in active construction, the scope assumes inspection hours will be reduced to 32 hours/week with 100% time dedicated to Terminal.

- (2) No overtime or weekend inspection.

Task 5 Funding Agreement Compliance

5.1 Prepare Quarterly Reports

- Prepare quarterly progress reports in accordance with the requirements of the Additional Supplemental Appropriations for Disaster Relief (ASADRA) funding agreement.
- Progress reports will include general description of the work performed to date, discussion on environmental compliance, listing of any change orders and description of the work, and any problems encountered during the reporting period.

5.2 General Grant Agreement Conformance

- Provide documentation to meet the billing and reporting requirements of granting agencies for the District's use.
- WSC will assist the District's Engineering staff in compiling grant quarterly reports.

5.3 Labor Compliance

- Compile required forms and documents from the contractor and subcontractors including trust fund contributions, apprentice request forms, and training fund contributions.
- Collect, review, and audit certified payroll reports from the contractor and subcontractors.
- Perform monthly site interviews.
- Coordinate with the contractor and subcontractors to resolve labor compliance issues. Refer violations to the State Division of Labor Standards Enforcement as necessary.

Deliverables:

- Quarterly progress reports
- Monthly labor compliance audit reports
- Final Wage Compliance Report within 45 days of completion of the project

Assumptions:

- Scope includes assisting in the development of up to 8 quarterly reports. WSC included approximately 4 hours of time per report of assistance.
- Project completion report requiring by the funding agreement is not included in this scope of work.



Task No. Task Description		WSC									NV5	CCMI	ALL FIRMS	
		Principal In Charge	Project Manager	Resident Engineer	Construction Inspector (PW)	Grant Administrator	Project Administration	WSC Labor Hours	WSC Labor Fee	Expenses	WSC Fee	Labor Fee	Labor Fee	Total Fee
		Justin Pickard	Chris Malejan	Blake Coffey										
Billing rates, \$/hr		\$366	\$301	\$200	\$204	\$240	\$186							
0	Project Management													
0.1	General Communication	2	12	64				78	\$ 17,144	\$ 9,900	\$ 27,044		\$ 27,044	
0.2	Monthly Invoice & Progress Reports	8				17	25	\$ 4,762	\$ -	\$ 4,762			\$ 4,762	
0.3	QA / QC	4		8				12	\$ 3,064	\$ -	\$ 3,064		\$ 3,064	
0.4	Monthly District Meetings	2		16				18	\$ 3,932	\$ -	\$ 3,932		\$ 3,932	
SUBTOTAL		8	12	96	0	0	17	133	\$ 28,902	\$ 9,900	\$ 38,802	\$ -	\$ -	\$ 38,802
1	Construction Phase Services													
1.1	Construction Progress Reports		4	27				31	\$ 6,604	\$ -	\$ 6,604		\$ 6,604	
1.2	Construction Progress Meetings		4	64				68	\$ 14,004	\$ 2,240	\$ 16,244		\$ 16,244	
1.3	Submittal Review Meetings		2	6				8	\$ 1,802	\$ -	\$ 1,802		\$ 1,802	
1.4	Progress Payment Review			16				16	\$ 3,200	\$ -	\$ 3,200		\$ 3,200	
1.5	RFI / Submittal Management		8	24				32	\$ 7,208	\$ -	\$ 7,208		\$ 7,208	
1.6	Change Order / Dispute Management	2	4	120				126	\$ 25,936	\$ -	\$ 25,936		\$ 25,936	
1.7	Special Inspection / Materials Testing			8				8	\$ 1,600	\$ -	\$ 1,600	\$ 78,992		\$ 80,592
1.8	Record Drawing Tracking	20						20	\$ 4,000	\$ -	\$ 4,000		\$ 4,000	
1.9	Schedule Review	2	2	16				20	\$ 4,534	\$ -	\$ 4,534		\$ 4,534	
1.10	On-Site Construction Activity Review	8						40	\$ 8,808	\$ 8,960	\$ 17,768		\$ 17,768	
SUBTOTAL		4	32	333	0	0	0	369	\$ 77,696	\$ 11,200	\$ 88,896	\$ 78,992	\$ -	\$ 167,888
2	Inspection Services													
2.1	Construction Inspection				1318			1318	\$ 268,872	\$ -	\$ 268,872		\$ 268,872	
SUBTOTAL		0	0	0	1318	0	0	1318	\$ 268,872	\$ -	\$ 268,872	\$ -	\$ -	\$ 268,872
3	Post-Construction Phase Services													
3.1	Punch List Development			4				4	\$ 800	\$ 140	\$ 940		\$ 940	
3.2	Final Inspection	4						4	\$ 800	\$ -	\$ 800		\$ 800	
3.3	Final Project Summary Report	2		4				6	\$ 1,532	\$ -	\$ 1,532		\$ 1,532	
3.4	Disinfection / Startup Coordination	4						4	\$ 800	\$ -	\$ 800		\$ 800	
3.5	Final Project Closeout	2		4				6	\$ 1,532	\$ -	\$ 1,532		\$ 1,532	
SUBTOTAL		4	0	20	0	0	0	24	\$ 5,464	\$ 140	\$ 5,604	\$ -	\$ -	\$ 5,604
4	Funding Agreement Compliance													
4.1	Prepare Quarterly Reports			4		20		24	\$ 5,600	\$ -	\$ 5,600		\$ 5,600	
4.2	General Grant Agreement Conformance	4				4		8	\$ 1,760	\$ -	\$ 1,760		\$ 1,760	
4.3	Labor Compliance			8				8	\$ 1,600	\$ -	\$ 1,600		\$ 13,800	\$ 15,400
SUBTOTAL		0	0	16	0	24	0	40	\$ 8,960	\$ -	\$ 8,960	\$ -	\$ 13,800	\$ 22,760
COLUMN TOTALS		16	44	465	1318	24	17	1884	\$ 389,894	\$ 21,240	\$ 411,134	\$ 78,992	\$ 13,800	\$ 503,926

10% markup on direct expenses; 15% markup for sub-contracted services
Standard mileage rate \$0.70 per mile (or current Federal Mileage Reimbursement Rate)
Rates are subject to revision as of January 1 each year.



Task No. Task Description		WSC									NV5	CCMI	ALL FIRMS	
		Principal In Charge	Project Manager	Resident Engineer	Construction Inspector (PW)	Grant Administrator	Project Administration	WSC Labor Hours	WSC Labor Fee	Expenses	WSC Fee	Labor Fee	Labor Fee	Total Fee
		Justin Pickard	Chris Malejan	Blake Coffey										
Billing rates, \$/hr		\$366	\$301	\$200	\$204	\$240	\$186							
0	Project Management													
0.1	General Communication	2	16	132				150	\$ 31,948	\$ 11,400	\$ 43,348		\$ 43,348	
0.2	Monthly Invoice & Progress Reports	11				22	33	\$ 6,292	\$ -	\$ 6,292			\$ 6,292	
0.3	QA / QC	4		8				12	\$ 3,064	\$ -	\$ 3,064		\$ 3,064	
0.4	Monthly District Meetings	2		27.5				29.5	\$ 6,232	\$ -	\$ 6,232		\$ 6,232	
SUBTOTAL		8	16	178.5	0	0	22	224.5	\$ 47,536	\$ 11,400	\$ 58,936	\$ -	\$ -	\$ 58,936
1	Construction Phase Services													
1.1	Construction Progress Reports		4	33				37	\$ 7,804	\$ -	\$ 7,804		\$ 7,804	
1.2	Construction Progress Meetings		4	121				125	\$ 25,404	\$ 3,080	\$ 28,484		\$ 28,484	
1.3	Submittal Review Meetings		2	6				8	\$ 1,802	\$ -	\$ 1,802		\$ 1,802	
1.4	Progress Payment Review			22				22	\$ 4,400	\$ -	\$ 4,400		\$ 4,400	
1.5	RFI / Submittal Management		8	24				32	\$ 7,208	\$ -	\$ 7,208		\$ 7,208	
1.6	Change Order / Dispute Management	2	4	120				126	\$ 25,936	\$ -	\$ 25,936		\$ 25,936	
1.7	Special Inspection / Materials Testing			4				4	\$ 800	\$ -	\$ 800	\$ 86,122		\$ 86,922
1.8	Record Drawing Tracking			15				15	\$ 3,000	\$ -	\$ 3,000		\$ 3,000	
1.9	Schedule Review	2	2	22				26	\$ 5,734	\$ -	\$ 5,734		\$ 5,734	
1.10	On-Site Construction Activity Review		8	44				52	\$ 11,208	\$ 6,160	\$ 17,368		\$ 17,368	
SUBTOTAL		4	32	411	0	0	0	447	\$ 93,296	\$ 9,240	\$ 102,536	\$ 86,122	\$ -	\$ 188,658
2	Inspection Services													
2.1	Construction Inspection				1986			1986	\$ 405,144	\$ -	\$ 405,144		\$ 405,144	
SUBTOTAL		0	0	0	1986	0	0	1986	\$ 405,144	\$ -	\$ 405,144	\$ -	\$ -	\$ 405,144
3	Post-Construction Phase Services													
3.1	Punch List Development			4				4	\$ 800	\$ 140	\$ 940		\$ 940	
3.2	Final Inspection			4				4	\$ 800	\$ -	\$ 800		\$ 800	
3.3	Final Project Summary Report	1		4				5	\$ 1,166	\$ -	\$ 1,166		\$ 1,166	
3.4	Disinfection / Startup Coordination			4				4	\$ 800	\$ -	\$ 800		\$ 800	
3.5	Final Project Closeout	1		4				5	\$ 1,166	\$ -	\$ 1,166		\$ 1,166	
SUBTOTAL		2	0	20	0	0	0	22	\$ 4,732	\$ 140	\$ 4,872	\$ -	\$ -	\$ 4,872
4	Funding Agreement Compliance													
4.1	Prepare Quarterly Reports			4		20		24	\$ 5,600	\$ -	\$ 5,600		\$ 5,600	
4.2	General Grant Agreement Conformance			4		4		8	\$ 1,760	\$ -	\$ 1,760		\$ 1,760	
4.3	Labor Compliance			8				8	\$ 1,600	\$ -	\$ 1,600		\$ 20,700	\$ 22,300
SUBTOTAL		0	0	16	0	24	0	40	\$ 8,960	\$ -	\$ 8,960	\$ -	\$ 20,700	\$ 29,660
COLUMN TOTALS		14	48	625.5	1986	24	22	2719.5	\$ 559,668	\$ 20,780	\$ 580,448	\$ 86,122	\$ 20,700	\$ 687,270

10% markup on direct expenses; 15% markup for sub-contracted services
Standard mileage rate \$0.70 per mile (or current Federal Mileage Reimbursement Rate)
Rates are subject to revision as of January 1 each year.



June 3, 2025
Rincon Project No. 25-17718

Adam Kanold, PE
Assistant General Manager/Engineering Manager
Montecito Water District
583 San Ysidro Road
Santa Barbara, California 93108
Via email: akanold@montecitowater.com

Subject: Proposal for Environmental Services for Reservoir Retrofits Project at Park Lane Reservoir (P132), Santa Barbara County, California

Dear Mr. Kanold:

Rincon Consultants, Inc. (Rincon) is pleased to provide environmental services to Montecito Water District (District) in support of implementation of the Mitigation Monitoring and Reporting Program (MMRP) prepared for the Reservoir Retrofit Project (project) as well as sediment and erosion control management. Rincon recently supported the District in preparing environmental documentation for the project, which involves seismic retrofits, repairs, and replacements at eight aging reservoirs. This scope of work addresses environmental compliance for construction activities at Park Lane Reservoir, which we understand will commence in August or September 2025.

Scope of Work

The tasks below detail the proposed scope of work to support implementation of the MMRP and Erosion and Sediment Control Program. Construction work at the Park Lane Reservoir will be primarily within the existing structure, but some ground disturbance (trenching) will occur outside the reservoir walls. As such the project is required to comply with Mitigation Measure TCR-1 (Cultural Resources Sensitivity Training) and Mitigation Measure TCR-2, which requires Native American Monitoring. Rincon understands construction duration is anticipated to be 15 months, with 15 to 20 days of ground disturbing activities outside of the reservoir. This scope of work is based on the work area shown in the red polygon areas below (provided by Wood Rodgers in an e-mail dated April 15, 2025):

Montecito Water District | Park Lane Reservoir Tree Survey





Task 1 Erosion and Sediment Control Program

Rincon understands the land disturbance area associated with each individual reservoir retrofit project location will be less than one acre. Therefore, the project is not subject to the *National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges Associated with Construction and Land disturbance Activities, Order WQ 2022-0057-DWQ (CGP)*. Nonetheless, an Erosion and Sediment Control Program will be implemented to reduce potential pollutant discharges to receiving waters during construction activities. The Erosion and Sediment Control Program will include the development and implementation of an Erosion and Sediment Control Plan (ESCP). The ESCP will include a monitoring program that will assess best management practice (BMP) implementation and effectiveness.

Task 1.1 Erosion and Sediment Control Plan (ESCP)

A programmatic ESCP will be developed. It will include a description of all potential BMPs to be implemented to control the discharge of stormwater and non-stormwater pollutants and will comply with the requirements of Section 4.2.2 of the *County of Santa Barbara's Storm Water Management Program*. BMP references and specifications will be consistent with the *Caltrans Storm Water Quality Handbook: Construction Site Best Management Practices Manual*. The programmatic ESCP will also be usable at the seven additional reservoir locations.

The ESCP will include the following:

- Description of the proposed practices to retain sediment on site and a schedule for their maintenance.
- Description of surface runoff and erosion control practices to be implemented.
- Description of vegetative practices to be used (including seeds, fertilizers, irrigation, and schedule for maintenance).
- Measures to ensure vehicles do not track materials onto public streets (and actions to remove such materials if necessary).
- Best Management Practices for control of storm water and non-storm water discharges, such as discarded building materials, litter, sanitary waste, washout of waste materials such as drywall, grout, gypsum, plaster, mortar, concrete, etc.
- Figures of each project location that depict disturbance areas along with preliminary locations for BMP installation.
- A monitoring program that identifies requirements for visual inspections.

Task 1.2 ESCP Inspections

During construction, Rincon will conduct visual inspections at the Park Lane site to identify and record BMPs that need maintenance to operate effectively, that have failed, or that could fail to operate as intended. Inspections will be conducted weekly and prior to a Qualifying Precipitation Event (QPE). A QPE is any weather pattern forecast to have a 50 percent or greater Probability of Precipitation (PoP) and a Quantitative Precipitation Forecast (QPF) of 0.5 inches or more within a 24-hour period. The event begins with the 24-hour period when 0.5 inches has been forecast and continues on subsequent 24-hour periods when 0.25 inches of precipitation or more is forecast. When feasible, weekly and pre-QPE inspections will be conducted concurrently. Each inspection will include completion of a visual inspection checklist that will identify BMP deficiencies. Additionally, a photo log will be developed to provide visual documentation of the inspection findings.



Assumptions

- Rincon is not responsible for BMP installation or repair.
- The ESCP will include all eight reservoir retrofit project locations. This scope of work covers inspections only at the Park Lane reservoir site.
- ESCP inspections under Task 1.2 will only be conducted during scheduled construction hours.
- Rincon assumes construction at Park Lane will require up to 60 weeks (15 months of construction) of weekly (4-hour) inspections. Inspection costs for the remaining seven retrofit locations are not included in this scope of work. Inspections will be completed concurrently with biological or cultural resource monitoring as feasible to reduce costs.
- An individual inspection check list will be completed for each retrofit project location.

Task 2 Biological Services

Task 2.1 Worker Environmental Awareness Program

Prior to initiation of all construction activities (including staging and mobilization), a qualified Rincon biologist will develop and present a Worker Environmental Awareness Program (WEAP) training to all personnel associated with project construction as specified in **Mitigation Measure BIO-1** (Worker Environmental Awareness Training) of the MMRP. This training will include information about nesting birds, protected tree avoidance, and the special status species potentially occurring within each work area.

The specifics of this program will include identification of special status species and habitats, a description of the regulatory status and general ecological characteristics of special status resources, and review of the limits of construction and measures required to avoid and minimize impacts to biological resources within the work area. Rincon will also prepare an accompanying fact sheet conveying this information for distribution to all personnel involved with construction of the project. The initial WEAP training will be concurrent with archaeological sensitivity training (Task 2.1) and will be given to all construction personnel prior to their involvement in any ground-disturbing activities. To address workers that may join the project after the initial training, Rincon will provide an electronic copy of the training to the District for presentation to any new personnel prior to starting work. A sign-in sheet will document personnel who receive the WEAP training and will be provided to the District upon training of all workers at each site.

Assumptions

- On-site WEAP Training will not exceed 2 hours including travel and standby time for crew arrival and will be conducted concurrently with biological monitoring as feasible to reduce costs.

Task 2.2 Pre-Construction Biological Surveys

A qualified Rincon biologist will conduct a pre-construction special status wildlife species survey of each project area within seven days prior to the commencement of ground disturbing activities as specified in **Mitigation Measure BIO-8**. The survey will encompass the project footprint plus a 50-foot buffer, and will address the coast range newt, patch-nosed snake, and northern California legless lizard. If special-status species are encountered, they will be relocated to suitable habitat outside the project footprint.

If construction occurs during the migratory bird breeding season (January 1 through September 1), a pre-construction nesting bird survey will also be conducted no more than seven days prior to initiation of ground disturbance and vegetation removal activities as specified in **Mitigation Measure BIO-7**



(Pre-Construction Nesting Bird Surveys). The nesting bird pre-construction survey will be conducted on foot inside the project footprint, including a 100-foot buffer (300 feet for raptors), and in inaccessible areas (e.g., private lands) from afar using binoculars to the extent practicable. The survey will be conducted by a qualified Rincon biologist familiar with the identification of avian species known to occur in southern California coastal communities. If nests are found, an avoidance buffer (dependent upon the species, the proposed work activity, and existing disturbances associated with land uses outside of the site) will be determined and conspicuously demarcated by the biologist. The biologist will notify the District as to the existence of the buffer zone and the need to avoid entering the buffer zone during the nesting season. If desired, and if feasible without impacting the success of the nesting attempt, Rincon's biologist may authorize encroachment into the buffer. This may require additional funding to cover the biologist's continued presence at the site.

The pre-construction surveys (not to exceed 4 hours each, including travel time) will be conducted by one Rincon biologist. Results of the pre-construction survey(s) will be documented in a brief report and provided to the District.

Assumptions

- Site access for the pre-construction survey will be coordinated by the District.
- Rincon will provide and deploy colored flagging to demarcate avoidance buffers if nests are detected. Any additional protective fencing materials, should they be needed, will be provided by the District or the contractor and installed by the contractor under the direction of the biologist.
- The pre-construction survey for special status wildlife and nesting bird survey will be conducted on the same day and results will be provided in one brief report.
- Rincon is not responsible for delays due to weather, site conditions, or other conditions out of Rincon's control (e.g., prohibited access, flooding, fire, safety).

Task 2.3 Biological Construction Monitoring

Rincon will assist with implementation of **Mitigation Measure BIO-2** (Sensitive Habitat Fencing). Prior to project mobilization, where the project is adjacent to native habitat (e.g., environmentally sensitive habitat [ESH], riparian habitat, sensitive natural communities including coastal sage scrub), a Rincon biologist will direct installation of temporary construction fencing or flagging at the edge of the temporary construction area to avoid impacts to the habitat throughout the duration of construction. A certified arborist will flag protected trees prior to construction, which will be fenced for avoidance of the critical root zone of each tree, as needed.

In accordance with **Mitigation Measure BIO-9** (Biological Construction Monitoring) a biological monitor will be present during initial ground disturbing activities and vegetation removal at Park Lane Reservoir to confirm impacts to special status species are avoided. The monitor will have the authority to halt construction activities to avoid impacts to special status species. The results of biological monitoring will be documented in daily logs and a technical memorandum at project completion.

Assumptions

- All protective fencing materials, should they be needed, will be provided by the District or the contractor and installed by the contractor under the direction of the biologist.
- Rincon is not responsible for BMP installation or repair.
- A Rincon biologist and a certified arborist will assist the contractor with installation of sensitive habitat fencing and flagging in one 4-hour day prior to construction. Alternatively, Rincon can direct



construction crews to install protective fencing immediately prior to commencement of construction on the first day of biological monitoring.

- Biological monitoring is needed because the work entails exterior ground disturbance.
- This scope of work covers up to 20 biological monitoring days (including five days for a Certified Arborist and 15 days for a staff biologist), assumed to occur in 2025. We assume 8-hour working days, inclusive of travel time. The actual level of effort may be higher or lower, depending on the actual construction hours and duration. Additional biological monitoring can be provided under separate scope and cost as needed.

Task 3 Cultural Resources Services

Task 3.1 Cultural Resources Sensitivity Training

As required by **Mitigation Measure TCR-1** (Cultural Resources Sensitivity Training [CRST]) of the Project's MMRP, Rincon will provide a qualified archaeologist who meets the Secretary of the Interior's Professional Qualification Standards (SOI's PQS) for archaeology to develop and present a training on cultural and tribal cultural resource sensitivity prior to the commencement of Project-related ground disturbing activities at the Park Lane Reservoir. A local Native American representative will participate in the sensitivity training and have the opportunity to distribute information regarding cultural resources and/or protection of cultural resources, as required by **Mitigation Measure TCR-1**. The initial archaeological sensitivity training will be given to all construction personnel prior to their involvement in any ground-disturbing activities. To address workers that may join the project after the initial training, Rincon will provide an electronic copy of the CRST to the District for presentation to any new personnel prior to starting work. A CRST sign-in sheet will document construction personnel who receive the sensitivity training.

The CRST will include a description of the types of cultural material that may be encountered, cultural sensitivity issues, the regulatory environment, specific procedures to be followed in the event of an inadvertent discovery, proper protocol for treatment of cultural materials in the event of a find, and penalties for the disregard of laws and regulations protecting cultural resources. Rincon assumes one presentation of the CRST will be provided as part of this scope and will be given at the start of work at the Park Lane Reservoir.

Assumptions

- The CRST will be presented by the qualified archaeologist, with participation by a local Native American representative, on the first day of construction at the Park Lane Reservoir.
- An electronic copy of the CRST will be created that can be utilized for training at other reservoirs.
- This Scope of Work does not include addressing cultural resources during construction. If cultural resources are encountered, they must be addressed according to Mitigation Measure CUL-1 (Unanticipated Discovery of Archaeological Resources) of the Project's MMRP. Rincon is available to support this process under separate authorization if needed.

Task 3.2 Native American Monitoring

As required by **Mitigation Measure TCR-2** (Native American Monitoring) of the Project's MMRP, Rincon will provide a local Native American representative to observe ground-disturbing construction activities up to five feet below the ground surface at Park Lane Reservoir including but not limited to clearing/grubbing, excavation, grading, and trenching. The local Native American representative will inspect excavated areas, graded surfaces, and back dirt spoils piles. Monitoring will be conducted in accordance with project safety requirements. It is anticipated that ground disturbing activities at Park



Lane Reservoir that require monitoring by a local Native American representative will occur for up to 20, 9-hour days inclusive of travel time. A cost amendment and separate authorization will be required should more than 20 days of Native American monitoring be necessary. Based on the Final Initial Study-Mitigated Negative Declaration prepared for the project, Rincon assumes that no cultural resources that require recordation or evaluation, collection, analysis, and/or curation will be encountered pursuant to Mitigation Measure CUL-1 (Unanticipated Discovery of Archaeological Resources). In the event cultural resources are discovered, a cost amendment and separate authorization will be required to evaluate the significance of the resources and to prepare the necessary documentation.

Assumptions

- Ground disturbing activities at Park Lane Reservoir that require monitoring by a local Native American representative will occur for up to 20, 9-hour days inclusive of travel time.
- A cost amendment and separate authorization will be required should more than 20 days of Native American monitoring be necessary.
- No cultural resources that require recordation or evaluation, collection, analysis, and/or curation will be encountered.
- In the event cultural resources are discovered, a cost amendment and separate authorization will be required to evaluate the significance of the resource and to prepare the necessary documentation.

Task 4 Project Management and As-Needed Consulting

Task 4.1 Project Management and Coordination

During the tasks outlined above, Rincon will provide regular communication to the District regarding project needs, changes, schedule, budget, and deliverables. Project management tasks include activities required to manage the various tasks above, such as a project kickoff call, internal project-related communication within the Rincon team, regular e-mail and telephone communications and other tasks associated with contract administration. Project management tasks also comprise our internal quality control procedures, which includes Principal review of all submittals prepared under this proposal. Preparation and implementation of a Rincon Health and Safety Plan and implementation of Quality Assurance/Quality Control procedures is also included in this task.

Task 4.2 As-Needed Consulting

Under this task, Rincon staff will provide miscellaneous support on an as-needed basis for the construction phase of the Park Lane Reservoir project. Consulting support may include tasks such as strategic advisement on California Environmental Quality Act (CEQA) compliance, various research tasks, and assistance coordinating with SWRCB staff.

Cost Estimate

Estimated costs by task are included in the table below with rates provided in Attachment 1. We understand that the proposed work will occur in 2025, and reserve the right to escalate rates for any work occurring after 2025.

Cost Summary

	Hours	Labor Budget	Direct Expenses	Total Budget
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Montecito Water District
**Proposal for Environmental Services for
Reservoir Retrofits Project at Park Lane Reservoir**

Task 1: Erosion and Sediment Control	347.00	67,062.00	1,812.00	68,874.00
Task 1.1: ESCP	47.00	9,102.00	0.00	9,102.00
Task 1.2: ESCP Inspections	300.00	57,960.00	1,812.00	59,772.00
Task 2: Biological Services	198.00			43,185.00
Task 2.1: WEAP	8.00	1,782	0.00	1,782.00
Task 2.2: Pre-Con Biological Surveys	16.00	3,449.00	0.00	3,449.00
Task 2.3: Biological Construction Monitoring	174.00	37,616.00	338.00	37,954.00
Task 3: Cultural Resources Services	210.00	29,502.00	790.00	30,292.00
Task 3.1: Cultural Resources Sensitivity Training	22.00	5,668.00	90.00	5,758.00
Task 3.2: Native American Monitoring	188.00	23,834.00	700.00	24,534.00
Task 4: Project Management and As-Needed Consulting	0.00	0.00	0.00	0.00
Task 4.1: Project Management	65.00	15,000.00	0.00	15,000.00
Task 4.2: As-Needed Consulting	19.50	5,000.00	0.00	5,000.00
Project Total	839.50	159,411.00	2,940.00	162,351.00

Direct Expenses Summary	Amount
Standard Field Package	\$1,254.00
Travel - Mileage	\$1,596.00
Vehicle Daily Rate	\$90.00
Total	\$2,940.00

Thank you for your consideration and for this opportunity to support your project. If you have any questions regarding this proposal, please contact Melissa Pechter at 760-518-2160 or mpechter@rinconconsultants.com, or Jennifer Haddow at 805-644-4455 or jhaddow@rinconconsultants.com.

Sincerely,
Rincon Consultants, Inc.

Melissa Pechter
Project Manager

Jennifer Haddow
Executive Vice President

Attachment 1

Rincon 2025 Standard Fee Schedule

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate		
	January 1 – December 31, 2025	January 1 – December 31, 2026	January 1 – December 31, 2027
Senior Principal	\$330	\$342	\$354
Principal	\$318	\$329	\$341
Director	\$318	\$329	\$341
Senior Supervisor II	\$302	\$313	\$324
Supervisor I	\$282	\$292	\$302
Senior Professional II	\$264	\$273	\$283
Senior Professional I	\$246	\$255	\$264
Professional IV	\$218	\$226	\$234
Professional III	\$203	\$210	\$217
Professional II	\$180	\$186	\$193
Professional I	\$160	\$166	\$172
Associate III	\$135	\$140	\$145
Associate II	\$121	\$125	\$129
Associate I	\$113	\$117	\$121
Field Technician	\$97	\$100	\$104
Technical Editor	\$152	\$157	\$162
Project Accountant	\$129	\$134	\$139
Billing Specialist	\$111	\$115	\$119
Publishing Specialist	\$124	\$128	\$132
Clerical	\$111	\$115	\$119

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, data technology experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$400.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – B/W	\$0.25 (single-sided), \$0.45 (double-sided)
Photocopies – Color	\$1.55 (single-sided), \$3.10 (double-sided)
Photocopies – 11" by 17"	\$0.55 (B/W), \$3.40 (color)
Oversized Maps	\$8.50/square foot
Digital Production	\$15/CD, \$20/flash drive
Light-Duty and Passenger Vehicles*	\$90/day
4WD and Off-Road Vehicles*	\$150/day

*Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other Direct Costs. Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 3.5% annual escalation, on January 1.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.

Effective January 1, 2025

Equipment	Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	\$160
Four Gas Monitor	\$137
Flame Ionization Detector	\$110
Photo Ionization Detector	\$82
Hand Auger Sampler	\$62
Water Level Indicator, DC Purge Pump	\$46
CAPDash	\$7,500
Natural Resources Field Equipment	
UAS Drone	\$300
Spotting or Fiberoptic Scope	\$170
Petterson Bat Ultrasound Detector/Recording Equipment	\$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$113
GPS (Sub-meter Accuracy)	\$67
Infrared Sensor Digital Camera or Computer Field Equipment	\$57
Scent Station	\$23
Laser Rangefinder/Altitude	\$11
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$9
Mammal Trap, Large/Small	\$1.55/\$0.55
Water and Marine Resources Equipment	
Boat (20 ft. Boston Whaler or Similar)	\$800
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$62
Refractometer (Salinity) or Turbidity Meter	\$38
Large Block Nets	\$114
Minnow Trap	\$98
Net, Hand/Large Seine	\$57
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$114
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$144
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$170
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	\$57
Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.)	\$57/diver
Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$100
Insurance, Hazard and Fees	
Historic Research Fees	\$55
L&H Dive Insurance	\$57/diver
Level C Health and Safety	\$70/person

Effective January 1, 2025

August 5, 2025
Rincon Project No. 25-18087

Adam Kanold, PE
Assistant General Manager/Engineering Manager
Montecito Water District
583 San Ysidro Road
Santa Barbara, California 93108
Via email: akanold@montecitowater.com

Subject: Proposal for Environmental Services for Reservoir Retrofits Project at Terminal Reservoir, Santa Barbara County, California

Dear Mr. Kanold:

Rincon Consultants, Inc. (Rincon) is pleased to provide environmental services to Montecito Water District (District) in support of implementation of the Mitigation Monitoring and Reporting Program (MMRP) prepared for the Reservoir Retrofit Project (project) as well as sediment and erosion control management. Rincon recently supported the District in preparing environmental documentation for the project, which involves seismic retrofits, repairs, and replacements at eight aging reservoirs. This scope of work addresses environmental compliance for construction activities at Terminal Reservoir, which we understand will commence in September or October 2025.

Scope of Work

The tasks below detail the proposed scope of work to support implementation of the MMRP and Erosion and Sediment Control Program. Construction work at the Terminal Reservoir will be primarily within the existing structure, but some ground disturbance (trenching) will occur outside the reservoir walls. As such the project is required to comply with Mitigation Measure TCR-1 (Cultural Resources Sensitivity Training) and Mitigation Measure TCR-2, which requires Native American Monitoring. The project is also required to comply with Mitigation Measures BIO-1 (Worker Environmental Awareness Training), BIO-2 (Sensitive Habitat Fencing), BIO-7 (Pre-Construction Nesting Bird Surveys), and BIO-8 (Pre-Construction Biological Surveys). Rincon understands construction duration is anticipated to be 19 months, with 25 days of ground disturbing activities outside of the reservoir. This scope of work is based on the work area shown in the red polygon areas below (provided by Wood Rodgers in an e-mail dated April 15, 2025):



Task 1 Erosion and Sediment Control Program

Rincon understands the land disturbance area associated with each individual reservoir retrofit project location will be less than one acre. Therefore, the project is not subject to the *National Pollutant Discharge Elimination System (NPDES) General Permit for Stormwater Discharges Associated with Construction and Land disturbance Activities, Order WQ 2022-0057-DWQ* (CGP). Nonetheless, an Erosion and Sediment Control Program will be implemented to reduce potential pollutant discharges to receiving waters during construction activities. The Erosion and Sediment Control Program will include the development and implementation of an Erosion and Sediment Control Plan (ESCP). The ESCP will include a monitoring program that will assess best management practice (BMP) implementation and effectiveness.

Task 1.1 Erosion and Sediment Control Plan (ESCP)

The programmatic ESCP developed as part of the scope of work for Park Lane Reservoir Retrofits will be used to support implementation of all potential BMPs to control the discharge of stormwater and non-stormwater pollutants and to comply with the requirements of Section 4.2.2 of the *County of Santa Barbara's Storm Water Management Program*. BMP references and specifications will be consistent with the *Caltrans Storm Water Quality Handbook: Construction Site Best Management Practices Manual*.

In accordance with the implementation of the ESCP at Terminal Reservoir, Rincon will conduct visual inspections and mapping of BMPs applied during construction. A figure of the project location will be developed depicting disturbance areas along with locations of BMP installation.

Task 1.2 ESCP Inspections

During construction, Rincon will implement the Programmatic ESCP, including conducting visual inspections at the Terminal Reservoir site to identify and record BMPs that need maintenance to

operate effectively, that have failed, or that could fail to operate as intended. Inspections will be conducted weekly and prior to a Qualifying Precipitation Event (QPE). A QPE is any weather pattern forecast to have a 50 percent or greater Probability of Precipitation (PoP) and a Quantitative Precipitation Forecast (QPF) of 0.5 inches or more within a 24-hour period. The event begins with the 24-hour period when 0.5 inches has been forecast and continues on subsequent 24-hour periods when 0.25 inches of precipitation or more is forecast. When feasible, weekly and pre-QPE inspections will be conducted concurrently. Each inspection will include completion of a visual inspection checklist that will identify BMP deficiencies. Additionally, a photo log will be developed to provide visual documentation of the inspection findings.

Assumptions

- Rincon is not responsible for BMP installation or repair.
- This scope of work covers inspections only at the Terminal reservoir site.
- ESCP inspections under Task 1.2 will only be conducted during scheduled construction hours.
- Rincon assumes construction at Terminal Reservoir will require up to 83 weeks (19 months of construction) of weekly (4-hour) inspections. Inspections will be completed concurrently with biological or cultural resource monitoring as feasible to reduce costs.
- The monitor will use the individual inspection check list developed as part of the Programmatic ESCP.
- If more than one reservoir project is being constructed concurrently, we will split ESCP Inspections between the active sites to provide cost efficiency, where feasible.

Task 2 Biological Services

Task 2.1 Worker Environmental Awareness Program

Prior to initiation of all construction activities (including staging and mobilization), a qualified Rincon biologist will present a Worker Environmental Awareness Program (WEAP) training to all personnel associated with project construction as specified in **Mitigation Measure BIO-1** (Worker Environmental Awareness Training) of the MMRP. This training will include information about nesting birds, protected tree avoidance, and the special status species potentially occurring within each work area. Development of the WEAP, applicable to all reservoir retrofit sites, was included as part of the scope of work for the Park Lane Reservoir Retrofit Project.

This program includes identification of special status species and habitats, a description of the regulatory status and general ecological characteristics of special status resources, and review of the limits of construction and measures required to avoid and minimize impacts to biological resources within the work area. Rincon will also provide an accompanying fact sheet conveying this information for distribution to all personnel involved with construction of the project. The initial WEAP training will be concurrent with archaeological sensitivity training (Task 2.1) and will be given to all construction personnel prior to their involvement in any ground-disturbing activities. To address workers that may join the project after the initial training, Rincon will provide an electronic copy of the training to the District for presentation to any new personnel prior to starting work. A sign-in sheet will document personnel who receive the WEAP training and will be provided to the District upon training of all workers at the Terminal reservoir site.

Assumptions

- The WEAP training developed under the scope of work for the Park Lane Reservoir Retrofit Project will be used as the basis for the training provided at Terminal Reservoir. A brief desktop review will

be conducted to ensure proper protection of biological resources with potential to occur at the Terminal Reservoir project area,

- On-site WEAP Training will not exceed 2 hours including travel and standby time for crew arrival and will be conducted concurrently with biological monitoring as feasible to reduce costs.

Task 2.2 Pre-Construction Biological Surveys

A qualified Rincon biologist will conduct a pre-construction special status wildlife species survey of each project area within seven days prior to the commencement of ground disturbing activities as specified in **Mitigation Measure BIO-8**. The survey will encompass the project footprint plus a 50-foot buffer, and will address the coast range newt, patch-nosed snake, and northern California legless lizard. If special-status species are encountered, they will be relocated to suitable habitat outside the project footprint.

If construction occurs during the migratory bird breeding season (January 1 through September 1), a pre-construction nesting bird survey will also be conducted no more than seven days prior to initiation of ground disturbance and vegetation removal activities as specified in **Mitigation Measure BIO-7** (Pre-Construction Nesting Bird Surveys). The nesting bird pre-construction survey will be conducted on foot inside the project footprint, including a 100-foot buffer (300 feet for raptors), and in inaccessible areas (e.g., private lands) from afar using binoculars to the extent practicable. The survey will be conducted by a qualified Rincon biologist familiar with the identification of avian species known to occur in southern California coastal communities. If nests are found, an avoidance buffer (dependent upon the species, the proposed work activity, and existing disturbances associated with land uses outside of the site) will be determined and conspicuously demarcated by the biologist. The biologist will notify the District as to the existence of the buffer zone and the need to avoid entering the buffer zone during the nesting season. If desired, and if feasible without impacting the success of the nesting attempt, Rincon's biologist may authorize encroachment into the buffer. This may require additional funding to cover the biologist's continued presence at the site.

The pre-construction surveys (not to exceed 4 hours, including travel time) will be conducted by one Rincon biologist. Results of the pre-construction survey(s) will be documented in a brief report and provided to the District.

Assumptions

- Site access for the pre-construction survey will be coordinated by the District.
- Rincon will provide and deploy colored flagging to demarcate avoidance buffers if nests are detected. Any additional protective fencing materials, should they be needed, will be provided by the District or the contractor and installed by the contractor under the direction of the biologist.
- The pre-construction survey for special status wildlife and nesting bird survey will be conducted on the same day and results will be provided in one brief report.
- Rincon is not responsible for delays due to weather, site conditions, or other conditions out of Rincon's control (e.g., prohibited access, flooding, fire, safety).

Task 2.3 Biological Construction Monitoring

Rincon will assist with implementation of **Mitigation Measure BIO-2** (Sensitive Habitat Fencing). Prior to project mobilization, where the project is adjacent to native habitat (e.g., environmentally sensitive habitat [ESH], riparian habitat, sensitive natural communities including coastal sage scrub), a Rincon biologist will direct installation of temporary construction fencing or flagging at the edge of the temporary construction area to avoid impacts to the habitat throughout the duration of construction.

A certified arborist will flag protected trees prior to construction, which will be fenced for avoidance of the critical root zone of each tree, as needed.

In accordance with **Mitigation Measure BIO-9** (Biological Construction Monitoring) a biological monitor will be present during initial ground disturbing activities and vegetation removal at Terminal Reservoir to confirm impacts to special status species are avoided. The monitor will have the authority to halt construction activities to avoid impacts to special status species. The results of biological monitoring will be documented in daily logs and a technical memorandum at project completion.

Assumptions

- All protective fencing materials, should they be needed, will be provided by the District or the contractor and installed by the contractor under the direction of the biologist.
- Rincon is not responsible for BMP installation or repair.
- A Rincon biologist and a certified arborist will assist the contractor with installation of sensitive habitat fencing and flagging in one 4-hour day prior to construction. Alternatively, Rincon can direct construction crews to install protective fencing immediately prior to commencement of construction on the first day of biological monitoring.
- Biological monitoring is needed because the work entails exterior ground disturbance.
- This scope of work covers up to 15 biological monitoring days (including five days for a Certified Arborist and 10 days for a staff biologist), assumed to occur in 2025. We assume 9-hour working days, inclusive of travel time. The actual level of effort may be higher or lower, depending on the actual construction hours and duration. Additional biological monitoring can be provided under separate scope and cost as needed.
- If more than one reservoir project is being constructed concurrently, we will split monitoring time between the active sites in order to provide cost efficiency, where feasible.

Task 3 Cultural Resources Services

Task 3.1 Cultural Resources Sensitivity Training

As required by **Mitigation Measure TCR-1** (Cultural Resources Sensitivity Training [CRST]) of the Project's MMRP, Rincon will provide a qualified archaeologist who meets the Secretary of the Interior's Professional Qualification Standards (SOI's PQS) for archaeology to present a training on cultural and tribal cultural resource sensitivity prior to the commencement of Project-related ground disturbing activities at the Terminal Reservoir. The sensitivity training developed under the scope of work for the Park Lane Reservoir Retrofit Project will be used as the basis for the training provided at Terminal Reservoir. A local Native American representative will participate in the sensitivity training and have the opportunity to distribute information regarding cultural resources and/or protection of cultural resources, as required by **Mitigation Measure TCR-1**. The archaeological sensitivity training will be given to all construction personnel prior to their involvement in any ground-disturbing activities. To address workers that may join the project after the initial training, Rincon will provide an electronic copy of the CRST to the District for presentation to any new personnel prior to starting work. A CRST sign-in sheet will document construction personnel who receive the sensitivity training.

The CRST will include a description of the types of cultural material that may be encountered, cultural sensitivity issues, the regulatory environment, specific procedures to be followed in the event of an inadvertent discovery, proper protocol for treatment of cultural materials in the event of a find, and penalties for the disregard of laws and regulations protecting cultural resources. Rincon assumes one

presentation of the CRST will be provided as part of this scope and will be given at the start of work at the Terminal Reservoir.

Assumptions

- The CRST will be presented by the qualified archaeologist, with participation by a local Native American representative, on the first day of construction at the Terminal Reservoir.
- An electronic copy of the CRST that can be utilized for training at other reservoirs will be provided.
- This Scope of Work does not include addressing cultural resources during construction. If cultural resources are encountered, they must be addressed according to Mitigation Measure CUL-1 (Unanticipated Discovery of Archaeological Resources) of the Project's MMRP. Rincon is available to support this process under separate authorization if needed.

Task 3.2 Native American Monitoring

As required by **Mitigation Measure TCR-2** (Native American Monitoring) of the Project's MMRP, Rincon will provide a local Native American representative to observe ground-disturbing construction activities up to five feet below the ground surface at Terminal Reservoir including but not limited to clearing/grubbing, excavation, grading, and trenching. The local Native American representative will inspect excavated areas, graded surfaces, and back dirt spoils piles. Monitoring will be conducted in accordance with project safety requirements. It is anticipated that ground disturbing activities at Terminal Reservoir that require monitoring by a local Native American representative will occur for up to 25, 9-hour days inclusive of travel time. A cost amendment and separate authorization will be required should more than 25 days of Native American monitoring be necessary.

Assumptions

- Ground disturbing activities at Terminal Reservoir that require monitoring by a local Native American representative will occur for up to 25, 9-hour days inclusive of travel time.
- A cost amendment and separate authorization will be required should more than 25 days of Native American monitoring be necessary.
- No cultural resources that require recordation or evaluation, collection, analysis, and/or curation will be encountered.
- In the event cultural resources are discovered, a cost amendment and separate authorization will be required to evaluate the significance of the resource and to prepare the necessary documentation.

Task 4 Project Management and As-Needed Consulting

Task 4.1 Project Management and Coordination

During the tasks outlined above, Rincon will provide regular communication to the District regarding project needs, changes, schedule, budget, and deliverables. Project management tasks include activities required to manage the various tasks above, such as a project kickoff call, internal project-related communication within the Rincon team, regular e-mail and telephone communications and other tasks associated with contract administration. Project management tasks also comprise our internal quality control procedures, which includes Principal review of all submittals prepared under this proposal. Preparation and implementation of a Rincon Health and Safety Plan and implementation of Quality Assurance/Quality Control procedures is also included in this task.

Optional Task 4.2 As-Needed Consulting

Rincon staff will provide support on an as-needed basis for the construction phase of the Terminal Reservoir project. Consulting support may include tasks such as strategic advisement on California Environmental Quality Act compliance, various research tasks, and contractor/compliance support.

Cost Estimate

Estimated costs by task are included in the table below with rates provided in Attachment 1. We understand that the proposed work will begin in 2025. We reserve the right to escalate rates for any work occurring after 2026.

	Hours	Labor Budget	Direct Expenses	Total Budget
Task 1: Erosion and Sediment Control	422.00	81,640.00	931.00	84,167.00
Task 1.1: ESCP	7.00	1,462.00	0.00	1,462.00
Task 1.2: ESCP Inspections	415.00	80,178.00	931.00	82,705.00
Task 2: Biological Services	158.50	32,629.00	224.00	32,853.00
Task 2.1: WEAP	3.50	811.00	0.00	811.00
Task 2.2: Pre-Con Biological Surveys	8.00	1,782.00	14.00	1,796.00
Task 2.3: Biological Construction Monitoring	147.00	30,036.00	210.00	30,246.00
Task 3: Cultural Resources Services	252.00	33,249.00	749.00	33,998.00
Task 3.1: Cultural Resources Sensitivity Training	11.00	3,002.00	49.00	3,051.00
Task 3.2: Native American Monitoring	241.00	30,247.00	700.00	30,947.00
Task 4: Project Management and As-Needed Consulting	94.00	21,954.00	0.00	21,954.00
Task 4.1: Project Management	75.00	16,992.00	0.00	16,992.00
Optional Task 4.2: As-Needed Consulting	19.00	4,962.00	0.00	4,962.00
Project Total	926.50	169,472.00	1,904.00	171,376.00

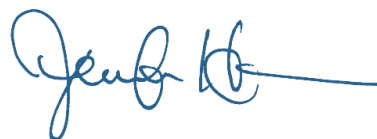
Direct Expenses Summary	Amount
Standard Field Package (cost removed as a local client discount)	1,596.00
Travel – Mileage (vehicle day rate costs removed as a local client discount)	1,904.00
Total	1,904.00

Thank you for your consideration and for this opportunity to support your project. If you have any questions regarding this proposal, please contact Melissa Pechter at 760-518-2160 or mpechter@rinconconsultants.com, or Jennifer Haddow at 805-644-4455 or jhaddow@rinconconsultants.com.

Sincerely,
Rincon Consultants, Inc.



Melissa Pechter
Project Manager



Jennifer Haddow
Executive Vice President

Attachment 1

Rincon 2025 Standard Fee Schedule

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate		
	January 1 – December 31, 2025	January 1 – December 31, 2026	January 1 – December 31, 2027
Senior Principal	\$330	\$342	\$354
Principal	\$318	\$329	\$341
Director	\$318	\$329	\$341
Senior Supervisor II	\$302	\$313	\$324
Supervisor I	\$282	\$292	\$302
Senior Professional II	\$264	\$273	\$283
Senior Professional I	\$246	\$255	\$264
Professional IV	\$218	\$226	\$234
Professional III	\$203	\$210	\$217
Professional II	\$180	\$186	\$193
Professional I	\$160	\$166	\$172
Associate III	\$135	\$140	\$145
Associate II	\$121	\$125	\$129
Associate I	\$113	\$117	\$121
Field Technician	\$97	\$100	\$104
Technical Editor	\$152	\$157	\$162
Project Accountant	\$129	\$134	\$139
Billing Specialist	\$111	\$115	\$119
Publishing Specialist	\$124	\$128	\$132
Clerical	\$111	\$115	\$119

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, data technology experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$400.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – B/W	\$0.25 (single-sided), \$0.45 (double-sided)
Photocopies – Color	\$1.55 (single-sided), \$3.10 (double-sided)
Photocopies – 11" by 17"	\$0.55 (B/W), \$3.40 (color)
Oversized Maps	\$8.50/square foot
Digital Production	\$15/CD, \$20/flash drive
Light-Duty and Passenger Vehicles*	\$90/day
4WD and Off-Road Vehicles*	\$150/day

*Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other Direct Costs. Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 3.5% annual escalation, on January 1.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.

Effective January 1, 2025

Equipment	Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	\$160
Four Gas Monitor	\$137
Flame Ionization Detector	\$110
Photo Ionization Detector	\$82
Hand Auger Sampler	\$62
Water Level Indicator, DC Purge Pump	\$46
CAPDash	\$7,500
Natural Resources Field Equipment	
UAS Drone	\$300
Spotting or Fiberoptic Scope	\$170
Petterson Bat Ultrasound Detector/Recording Equipment	\$170
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$113
GPS (Sub-meter Accuracy)	\$67
Infrared Sensor Digital Camera or Computer Field Equipment	\$57
Scent Station	\$23
Laser Rangefinder/Altitude	\$11
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$9
Mammal Trap, Large/Small	\$1.55/\$0.55
Water and Marine Resources Equipment	
Boat (20 ft. Boston Whaler or Similar)	\$800
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$170
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$62
Refractometer (Salinity) or Turbidity Meter	\$38
Large Block Nets	\$114
Minnow Trap	\$98
Net, Hand/Large Seine	\$57
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$114
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$144
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$170
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	\$57
Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.)	\$57/diver
Marine Field Package (PFDs – Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$100
Insurance, Hazard and Fees	
Historic Research Fees	\$55
L&H Dive Insurance	\$57/diver
Level C Health and Safety	\$70/person

Effective January 1, 2025

**MONTECITO WATER DISTRICT
MEMORANDUM**

SECTION: 3-F

DATE: SEPTEMBER 9, 2025

TO: OPERATIONS AND CUSTOMER RELATIONS COMMITTEE

FROM: PUBLIC INFORMATION OFFICER / CONSERVATION SPECIALIST

SUBJECT: UPDATE ON THE OFFICE DEMONSTRATION GARDEN PROJECT

RECOMMENDATION:

Information only.

DISCUSSION:

In California generally and in the Montecito Water District service area, the majority of water use is outdoors and primarily on landscaping. Effective outdoor water use is vital to supporting the semi-rural nature of Montecito. Building community partnership in efficient water use is identified as a primary objective for ensuring water supply reliability in the District's Strategic Plan (2022) and the completion of a Demonstration Garden is one of the top priority conservation measures identified in the District's 2022 Water Use Efficiency Plan which focuses on specific projects to support community-wide stewardship of water resources. The Demonstration Garden will inform and inspire visitors, most importantly local residents, on sustainable water efficiency as it relates to landscaping and outdoor water use.

The Districts adopted Fiscal Year 2026 budget includes \$120,000 for the construction of a demonstration garden at the District headquarters property at 583 San Ysidro Road. The District's landscape architect completed the demonstration garden design in the prior fiscal year. The District received three construction bids and all were quite significantly above the District's construction budget. The construction scope was pared down to only include the landscape area directly in front of the office, resulting in a revised low bid for construction of \$132,000. The design of other areas of the properties could still be used for future expansion of the demonstration garden, if desired.

Community Collaboration

District staff have been seeking community partnerships and donations of plants and irrigation supplies to reduce the project cost. To date the project has involved several local experts in its development, including Lotusland and landscape designer Eric Nagelmann. At their recommendation, the District performed an extensive tree pruning project in December 2024. Eric Nagelmann recommended the landscape architect who completed the design in the prior fiscal year.

Consistent with the community involvement aspect of the project, the District applied for grant funding from the Montecito Community Foundation which expressed an interest in the project.

The grant application was reviewed and approved by the Montecito Community Foundation for a total amount of \$25,000 towards the project. The purpose of the grant is to support the development of a Demonstration Garden and accompanying educational signage at the District's headquarters.

The Montecito Community Foundation award recognizes the public facing nature of this project, the importance of water stewardship, and the vitally important role of community partnership.

Additional donations of irrigation materials and plants as specified in the design documents have been offered from local vendors, residents and garden enthusiasts. Public participation may continue to mitigate costs as the project proceeds.

SCHEDULE:

The construction of the project has been on hold in recent months due to ongoing District cash flow issues related to disaster reimbursements. Once received, the Demonstration Garden project will proceed, likely in the coming months. Staff anticipate 3-4 months to complete the project.

ATTACHMENTS:

1. Montecito Community Foundation Letter of Support for the Office Demonstration Garden



August 29, 2025

Officers:

Ambia Clark
President

Ruth Green
Vice President

Hugh Boss
Treasurer

Chana Jackson
Secretary

Trustees:

Hugh Boss
Ambia Clark
Ruth Green
Vicki Hazard
Stephen M. Hicks
George A. Isaac
George Ittner
Atanas Ivanov
Chana Jackson
Alix Mattingly
Richard Nordlund
Jason Siemens
Cynthia Withers, M.D.

Executive Assistant:

Jennifer Rose

Contact:

Post Office Box 5001
Santa Barbara, CA 93150

Email:

info@montecitofoundation.org

Website:

www.montecitofoundation.org

Tax ID No. 95-6149983

Laura Camp
Montecito Water District
583 San Ysidro Road
Santa Barbara, CA 93108

Dear Laura,

On behalf of the Board of Directors of the Montecito Community Foundation, it is my pleasure to confirm the approval of \$25,000 of your grant application to help fund the Water District's Demonstration Garden.

The Foundation is delighted to partner with your program which will allow our community to learn about and appreciate sustainable alternatives that will conserve critical resources.

Thank you for your dedication to this important community effort.

Best regards,

Chana Jackson
Secretary
Montecito Community Foundation

**MONTECITO WATER DISTRICT
MEMORANDUM**

SECTION: 3-G

DATE: SEPTEMBER 9, 2025

TO: OPERATIONS AND CUSTOMER RELATIONS COMMITTEE

FROM: PUBLIC INFORMATION OFFICER

SUBJECT: CUSTOMER RELATIONS AND PUBLIC INFORMATION UPDATE

RECOMMENDATION:

Information only.

DISCUSSION:

District outreach methods include e-News, bill inserts, bill messages, press releases, website updates, articles, social media posts, advertisements, regular updates in meeting presentations to community organizations, and participation in events. Communications are consistent with the District's 2022 5-Year Strategic Plan and regional and State initiatives including "Water Conservation is a California Way of Life". Recent outreach includes:

Garden Contest Winner This year's regional winner for Montecito Water District was also the County-wide winner. The contest continues to gain momentum each year with an increasing number of applicants. This contest is administrated with assistance from the County's Regional Water Efficiency Partnership (RWEPP) and the winner is also featured in local media and in District communications. (Attachment 1)

Public Information September is National Preparedness Month and Santa Barbara County has announced the release of a new emergency zones map and the implementation of the Genesys Protect App for improving communications. All residents are reminded to register for emergency alerts online at readysbc.org.

ATTACHMENTS:

1. WaterWise Garden Recognition Contest Press Release



PUBLIC WORKS DEPARTMENT

123 E. Anapamu St. □ Santa Barbara, CA 93101
(805) 568-3000 □ FAX (805) 568-3019
www.countyofsb.org/PWD

PRESS RELEASE

August 4, 2025

Contact:

Rachel Major
ramajor@countyofsb.org
(805) 803.8761

Montecito Marvel Triumphs in the *WaterWise Garden Recognition*
Contest!

County-Wide Contest Recognizes Stunning, Water-Conserving Gardens

The 2025 *WaterWise Garden Recognition Contest* is an annual floral celebration in the County that highlights remarkable water-saving home gardens. The Santa Barbara County Water Agency and participating local water purveyors encouraged residents to partake in the garden competition, offering both regional and county-wide awards. This year's competitors included the Montecito Water District, Carpinteria Valley Water District, and the City of Santa Barbara.

The title for the grand prize county-wide winner went to Teri and Pat Guillies of the Montecito Water District for their beautiful native-dominated garden.

Teri and Pat call their garden a “pollinators’ dream,” but wonderland or paradise would be even more accurate. While sweeping ocean views may initially captivate visitors, the landscape’s vibrant mix of color and texture quickly steals the show. Built along a descending flagstone path, the first peek of the garden offers a showcase of shifting green hues that belie the colorful spectacle below. Thoughtfully designed for beauty and resilience, it’s an eco-friendly masterpiece bursting with blooms from over 65% California native plants, such as artemisia, sagebrush, yarrow, blue-eyed grass, island buckwheat, California lilac, an abundance of salvias, and more. Teri, a certified Master Gardener, designed, built, and maintains the entire garden, utilizing hand-watering and drip irrigation techniques. The recirculating fountain, rain barrel, and an array of fruit trees, including olive, avocado, and pineapple guava, provide the garden with a final polish that doesn’t neglect functionality. And why does Teri go through all this effort? She’d rather not pay for a gym when she can get a great workout tending the garden while also welcoming a buzzing pollinator brigade of birds, butterflies, and bees! With its coastal, colorful landscape, this year’s grand prize winner is clearly a Santa Barbara County classic.

Other finalists included Jeanette and Robert Munoz from the Carpinteria Valley Water District, and Fred and Janice Maggiore from the City of Santa Barbara, each showcasing their own dazzling water-wise creations. You can view the winning gardens at [www.WaterWiseSB.org/4707/ 2025](http://www.WaterWiseSB.org/4707/2025).

This year's prizes were more enticing than ever—beyond the traditional engraved sandstone boulder trophy, winners received native wildflower seed samples from S&S Seeds, and an array of equipment from landscaping and irrigation kits to shears provided by Aqua-Flo Supply, SiteOne Landscape Supply, Arbor Services, Inc. The regional champions were awarded a \$100 gift card for SB Natives Nursery, while the county-wide winner received an impressive \$250 gift card from Lotusland!

These exceptional gardens demonstrate that water-efficient, sustainable landscapes can be lush, colorful, and wildlife-friendly. The choice is economical, too - many winners replaced their original lawns and now enjoy the added benefit of a lower water bill. With lower-than-average rainfall this year, smart water usage remains crucial—rain or shine—to make Conservation a Way of Life in Santa Barbara County.

Visit www.WaterWiseSB.org to discover more about this year's garden champions and to acquire tips on low-maintenance gardening, rainwater harvesting, and more!