

**MIDWAY CITY SANITARY DISTRICT
REGULAR MEETING
BOARD OF DIRECTORS
DISTRICT OFFICE
14451 CEDARWOOD STREET
WESTMINSTER, CA**

**Tuesday, November 7, 2023
5:30 P.M.**

AGENDA

OUR MISSION STATEMENT

THE BOARD OF DIRECTORS AND EMPLOYEES OF THE MIDWAY CITY SANITARY DISTRICT WORK DILIGENTLY TO PROVIDE SEWER AND SOLID WASTE SERVICES TO THE RESIDENTS OF THE DISTRICT. OUR TOP PRIORITY IS TO ACCOMPLISH THIS IN AN ETHICAL, EFFICIENT, AND COST-EFFECTIVE MANNER THAT WILL PROTECT THE HEALTH AND SAFETY OF THOSE WE SERVE.

In accordance with the requirements of California Government Code Section 54954.2, this Agenda is posted not less than 72 hours prior to the meeting date and time above. All written materials relating to each agenda item are available for public inspection in the office of the Board Secretary.

In the event any matter not listed on this agenda is proposed to be submitted to the Board for discussion and/or action, it will be done in compliance with Section 54954.2, or as set forth on a Supplemental Agenda posted not less than 72 hours prior to the meeting.

Please Note: The District complies with the provisions of the Americans with Disabilities Act (ADA). Anyone needing special assistance please contact the District's Secretary at (714) 893-3553, at least one business day prior to the meeting so that we may accommodate you.

- 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE AND INVOCATION**
- 2. ROLL CALL AND DECLARATION OF QUORUM**
- 3. PUBLIC COMMENTS**

All persons wishing to address the Board on specific Agenda items or matters of general interest should do so at this time. As determined by the President, speakers may be deferred until the specific item is taken for discussion and remarks may be limited to three (3) minutes.

4. APPROVAL OF THE MINUTES

- A. Approval of the Minutes of the Regular Meeting on October 17, 2023

5. APPROVAL OF EXPENDITURES

- A. Approval of Demands in the Amount of \$980,978.34

6. REPORTS

The President, General Manager, Legal Counsel, and other staff present verbal reports on miscellaneous matters of general interest to the Directors. These reports are for information only and require no action by the Directors.

- A. Report of President
- B. Report of General Manager
- C. Report of Director of Services & Program Development
- D. Report of Clean-up Event at Elden Gillespie Park on October 21, 2023
- E. Report of Employee District Luncheon on October 25, 2023
- F. Report of OC San Luncheon/Special Board of Directors Meeting on October 27, 2023
- G. Report of Outreach Radio Bolsa on November 2, 2023
- H. Report of Building Project Ad Hoc Committee Meeting on October 24 & November 7, 2023
- I. Report of Franchise Committee Meeting on November 3, 2023

7. CONSENT CALENDAR

All matters listed on the Consent Calendar are considered routine and will be acted upon at the same time unless separate discussion and/or action is requested by a Board Member, the public, or staff.

- A. Received and File the California Employers' Retiree Benefit Trust (CERBT) Program Financial Statement for the 1st Quarter Ended September 30, 2023
- B. Received and File the California Employers' Pension Prefunding Trust (CEPPT) Program Financial Statement for the 1st Quarter Ended September 30, 2023

8. OLD BUSINESS

None

9. NEW BUSINESS

- A. Consider Amendment to Legal Agreement with Rutan & Tucker, LLP Providing for Increased Hourly Billing Rates for Legal Counsel Services Commencing on January 1, 2024

- B. Consideration of Participation and Sponsorship of the 2024 Tet Parade Scheduled for Saturday, February 10, 2024, and Appoint a Liaison and Alternate to Represent the District's Interest
- C. Consider Approval of Request for Proposals (RFP) for 2024 MCSD Sewer System CCTV Video Inspection and Cleaning Project
- D. Consider Authorizing a 2024 Customer Survey and Budget of \$45,000

10. INFORMATIONAL ITEMS

- A. California Reinstates ADU Sales Separate from Primary Home
- B. Assemblyman Tri Ta Christmas Open House Invitation
- C. First Time Homebuyer Workshop November 14, 2023

11. BOARD CONCERNS/COMMENTS

12. GM/STAFF CONCERNS/COMMENTS

13. LEGAL COUNSEL CONCERNS/COMMENTS

14. CLOSED SESSION

CLOSED SESSION: During the course of conducting the business set forth on this agenda as a regular meeting of the Board, the Chair may convene the Board in closed session to consider matters of pending real estate negotiations, pending or potential litigation, or personnel matters, pursuant to Government Code Sections 54956.8, 54956.9, 54957 or 54957.6, as noted.

Reports relating to (a) purchase and sale of property; (b) matters of pending or potential litigation; (c) employment actions or negotiations with employee representatives; or which are exempt from public disclosure under the California Public Records Act, may be reviewed by the Board during a permitted closed session and are not available for public inspection. At such time as the Board takes final action on any of these subjects, the minutes will reflect all required disclosures of information.

- A. CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)
Agency Designated Representatives: General Manager Robert Housley, Director of Finance & Human Resources Siamlu Cox, and Labor Counsel Joseph Larsen,
Employee Organization: American Federation of State, County, and Municipal Employees, LOCAL 1734-01

15. ADJOURNMENT TO TUESDAY, NOVEMBER 21, 2023

**MINUTES OF THE REGULAR MEETING OF THE
BOARD OF DIRECTORS OF THE MIDWAY CITY
SANITARY DISTRICT OF ORANGE COUNTY
14451 CEDARWOOD STREET
WESTMINSTER, CA 92683**

October 17, 2023

CALL TO ORDER

President Pro Tem M. Nguyen called the regular meeting of the Governing Board of the Midway City Sanitary District to order at 14451 Cedarwood Street, Westminster, California on Tuesday, October 17, 2023 at 5:31 PM.

BOARD MEMBERS PRESENT:

Tyler Diep (arrived @ 5:33 PM)
Chi Charlie Nguyen
Andrew Nguyen
Sergio Contreras
Mark Nguyen

STAFF MEMBERS PRESENT:

Robert Housley, General Manager
Milo Ebrahimi, District Engineer, P.E
Ashley Davies, Director of Servs. & Program Development
Siamlu Cox, Director of Finance & Human Resources
Cynthia Olsder, Executive/Board Secretary

OTHER MEMBERS PRESENT:

James H. Eggart, General Counsel, Woodruff & Smart

PLEDGE AND INVOCATION

Director S. Contreras led the Pledge of Allegiance. Director M. Nguyen gave the Invocation.

PUBLIC COMMENTS

None

President T. Diep arrived at 5:33 PM and assumed chairmanship of the meeting.

APPROVAL OF THE MINUTES OF THE REGULAR MEETING ON OCTOBER 3, 2023

A motion was made by Director C. Nguyen, seconded by Director A. Nguyen, to approve the minutes of the Regular Meeting on October 3, 2023. The motion was approved by the following 5-0 vote:

AYES: A. Nguyen, M. Nguyen, T. Diep, S. Contreras, C. Nguyen

NAYS:

ABSTAIN:

ABSENT:

APPROVAL OF EXPENDITURES

A. Demands in the amount of \$789,496.18.

	CK #	DATE	AMOUNT	VENDOR CHECKS:	MEMO:
1	14989	9/27	530.98	AT&T (Brookhurst Lift Station)	Brookhurst Sep-2023
2	14990	9/27	37.41	City of Westminster-Water Billing	Lift Stations
3	14991	9/27	84.94	City of Westminster Hydrant	Hydrant Water Service Sep-2023
4	14992	9/27	10,863.20	Orange County Sanitation District	MCSD July Permit Fees 2023
5	14993	9/27	1,734.07	Southern California Edison	Lift Station
6	14994	9/27	1,447.02	Spectrum Enterprise (Time Warner Ca	Sep-2023
7	14995	9/27	1,471.92	Standard Insurance Company Life	Oct - 2023
8	14996	9/27	445,851.86	Woodcliff Corporation - Contractor	Building Project Pay App #11 Aug 2023
9	14997	9/27	23,465.88	Woodcliff Corporation - Escrow Accou	Building Project #11 Aug 2023 - Retention Payment
10	14998	9/27	6,495.40	Woodruff & Smart	Legal Services Aug-2023
11	14999	9/28	0.00	Premier Automotive of Buena Park	VOID: Bolt EUV LT VIN 1G1FY6S07P4179975
12	15000	9/28	32,548.63	Premier Automotive of Buena Park	Chevrolet Bolt EUV VIN 1G1FY6S09P4173997
13	15001	10/6	1,362.55	Dtntech	Gillespie Park Cleanup Mailer
14	15002	10/6	126.00	Advanced Workplace Strategies, Inc.	DOT Test A. Gonzalez 09/01/2023
15	15003	10/6	6,264.00	AKM Consulting Engineers, Inc.	Sewer System Master Plan 07/21/23 - 09/01/23
16	15004	10/6	1,270.00	Ayala's Car Wash	Fleet Wash
17	15005	10/6	52.99	Betts Truck Parts & Service	Socket wrench (1)
18	15006	10/6	3,904.15	Bodyworks Equip. Inc.	Replace Mono Block Hydraulic Valve , Hopper Skirt, Control Valve for NG1 & Restock Spring
19	15007	10/6	663.65	Cameron Welding Supply	Welding Supplies, gloves & propane
20	15008	10/6	2,490.88	Chi Charlie Nguyen	2023 CDSA Conference & AAPI Leadership Summit Reimbursement
21	15009	10/6	1,891.48	Clean Energy	CNG Station Service 09/18/23
22	15010	10/6	1,547.06	County of Orange Treasurer-Tax Collector	23-24 Sec Prop Tax Bill OCSD sewer user fee Laptop, Maintenance & Support, and Supplies Sep-2023
23	15011	10/6	4,154.93	CRC Cloud	Reimbursement for Outreach Committee Meeting Lunch 10/4/23
24	15012	10/6	72.64	Cynthia Loan Olsder	Recap Tires
25	15013	10/6	3,064.29	Daniels Tire Service	Accounting Assistance August-2023
26	15014	10/6	9,880.00	Davis Farr LLP	Traffic Control/Flagger Safety Training
27	15015	10/6	1,188.00	ehs International, Inc	September 2023
28	15016	10/6	621.40	Frontier Communications	Hydraulic fitting - NG-1
29	15017	10/6	98.98	Hose-Man, Inc.	Refund Fees APN No. 097-111-115
30	15018	10/6	2,314.41	Jeremy Cao	Refund Fees 2023-24 APN No. 09641306
31	15019	10/6	296.10	Katie Vu	Janitorial Services October-2023
32	15020	10/6	828.36	Merchants Building Maintenance, LLC	VOID: Reimb for CWEA Grade 1 Fee
33	15021	10/6	0.00	Hossein Ebrahimi	Hydraulic fittings (28)
34	15022	10/6	463.60	Motion and Flow Control Products, Inc	A/C Repair NG-14
35	15023	10/6	2,179.20	NVB Equipment, Inc.	Generator Repairs
36	15024	10/6	6,217.72	Odyssey Power Corporation	MCSD Sep Permit Fees 2023
37	15025	10/6	14,365.65	Orange County Sanitation District	Employee Screening
38	15026	10/6	114.00	Paychex - Employee Screening	Replace Hose Parts for Vector Trucks
39	15027	10/6	211.30	Plumbers Depot Inc.	Prepaid legal Sep-2023
40	15028	10/6	33.90	Pre-Paid Legal Services, Inc.	Replacement Parts for Wash Rack (Wand)
41	15029	10/6	9.79	PSI	Radio talkshows (6) 20Min Recorded 09/12/23
42	15030	10/6	2,000.00	Radio Bolsa Corp.	Bldg Proj Mgt September-2023
43	15031	10/6	23,082.99	Rengel + Company Architects, Inc	Legal Services Aug-2023
44	15032	10/6	6,065.20	Rutan & Tucker, LLP	Hydraulic Oil (134 gallons), 15W-40 NGP (88 gallons)
45	15033	10/6	4,056.72	Safety-Kleen Systems, Inc.	

46	15034	10/6	45,240.48	Sierra Container Group, LLC	Blue Cart 95Gal (702)
47	15035	10/6	1,080.39	SoCal Auto & Truck Parts, Inc.	Restock lighting for Trash Trucks and Supplies for Shop Use
48	15036	10/6	221.31	SoCal First Aid & Safety	Restock first aid kits
49	15037	10/6	31.00	Underground Service Alert	Underground Dig Alerts September-2023 (12)
50	15038	10/6	973.11	UniFirst Corporation	September - 2023
51	15039	10/6	2,062.50	VNCR	Radio talkshow 15 min (5) 09/29/23 - 10/28/23
52	15040	10/6	504.00	Wespac Security Services, Inc.	Fire & Gas leak alarm monitoring 07/23 - 09/23
53	15041	10/6	192.00	Hossein Ebrahimi	Reimb for CWEA Grade 1 Fee
54	15042	10/6	233.97	Tony Tran	Permit 7222 Overpayment
55			\$675,962.01	CHECKS SUBTOTAL	
56					
57				<u>PAYROLL:</u>	<u>MEMO</u>
58		9/28	\$ 6,068.68	Nationwide	457 Deferred Compensation (Employees)
59		10/4	\$ 91,093.59	Paychex	Employee Payroll - Checks, Taxes, & Direct Deposits
60		10/4	\$ 6,009.91	Nationwide	457 Deferred Compensation (Employees)
61		10/6	\$ 7,375.61	Paychex	Board Payroll - Checks, Taxes, & Direct Deposits
62		10/6	\$ 778.50	Nationwide	457 Deferred Compensation (Board)
63			\$111,326.29	ACH TRANSFERS SUBTOTAL	
64					
65				<u>ACH PAYMENTS:</u>	<u>MEMO</u>
66	FY24M1010	9/28	\$ 2,135.88	Chevron Texaco (Wex Bank)	Fleet Fuel
67	FY24M1011	9/25	\$ 72.00	WEX Health Inc	Monthly HRA Admin Fee August - 2023
68			\$ 2,207.88	ACH TRANSFERS SUBTOTAL	
69					
70			\$789,496.18	TOTAL EXPENDITURES (ACCOUNTS PAYABLE CHECKS, PAYROLL, ACH TRANSFERS)	
71					
69				<u>BANK TRANSFERS:</u>	
70		9/27	\$ 350,000.00	From LAIF to Money Market	
71		9/27	\$ 400,000.00	From LAIF to Checking	
75			\$750,000.00	BANK TRANSFERS	

A motion was made by Director C. Nguyen, seconded by Director A. Nguyen, to approve the expenditures in the amount of \$789,496.18. The motion was approved by the following 5-0 vote:

AYES: T. Diep, A. Nguyen, M. Nguyen, S. Contreras, C. Nguyen
 NAYS:
 ABSTAIN:
 ABSENT:

REPORTS

Report of President:
 None

Report of General Manager

General Manager R. Housley reported that the cockroach spraying of the manhole has been pushed back to November. Director S. Contreras stated that this is a good opportunity to inform the community.

General Manager R. Housley reported that the final clean-up event at Elden G. Park is on October 21, the employee luncheon is on October 25, the educational outreach event at Sequoia Elementary School is on October 27, and the State OC San luncheon is on October 27. Additionally, he also reported that Board Secretary C. Olsder will be attending the CSDA Board Conference on November 6-9.

General Manager R. Housley reported that he attended the CR&R Tenant Workshop on October 12, 2023 with Director A. Nguyen and Director of Servs. & Program Development A. Davies.

Report of Outreach Committee Meeting on October 4, 2023

Director A. Nguyen reported that he attended the meeting with Director C. Nguyen to discuss the final clean-up event, the media outreach opportunity with Spectrum and Que Buena Radio, and the 2024 Open House/Tet event.

Report of Outreach VietLink Radio on October 5, 2023

Director C. Nguyen reported that he attended the meeting with Director A. Nguyen to talk about the District's services and forthcoming events. He also thanked the Director of Servs. & Program Development A. Davies for her attendance.

Report of Building Project Ad Hoc Committee Meeting on October 10, 2023

Director S. Contreras and Director M. Nguyen reported that the building construction is expected to be completed sometime in December, and that the furniture is expected to be delivered in January.

Report of Outreach Me Vietnam Radio on October 13, 2023

Director S. Contreras reported that he attended the meeting with Director M. Nguyen to talk about the services provided by the District and upcoming activities.

CONSENT CALENDAR

- A. Approve and File the Treasurer's Investment Report for September 2023
- B. Approve the Engineer Report for September 2023
- C. Approve the October 4, 2023 Outreach Committee Recommendations
- D. Approve the Open House for February 3, 2024 and Approve a Budget of \$50,000
- E. Approve General Manager, Robert Housley's, Vacation Request for November 27, 2023 through December 1, 2023 for a Total of Five (5) days and Approve Acting Pay for Director of Operations/Safety, Nick Castro for the Five (5) Days
- F. Approve Rejection of Government Claim Filed by Southern California Edison Company

A motion was made by Director S. Contreras, seconded by Director A. Nguyen, to approve the Consent Calendar. The motion was approved by the following 5-0 vote:

AYES: T. Diep, A. Nguyen, M. Nguyen, S. Contreras, C. Nguyen
NAYS:
ABSTAIN:
ABSENT:

OLD BUSINESS

None

NEW BUSINESS

- A. Consider Approval of Spectrum Media Proposal for Educational Outreach Focusing on Senate Bill 1383 Organics and Enforcement

A staff report and recommendations were provided and considered by the Board. A motion was made by Director S. Contreras, seconded by Director C. Nguyen, to table the item and to direct Staff to (1) find out if Spectrum Media offers various package options, and (2) to research alternative media platforms and report back to the Board for future considerations. The motion was approved by the following 5-0 vote:

AYES: A. Nguyen, M. Nguyen, T. Diep, S. Contreras, C. Nguyen
NAYS:
ABSTAIN:
ABSENT:

INFORMATIONAL ITEMS

None

BOARD CONCERNS/COMMENTS

Director A. Nguyen attended the CR&R Tenant Workshop with staff and reported that it was a great turnout. He deferred to Director of Servs. & Program Development A. Davies to share further details about the event.

GM/STAFF CONCERNS/COMMENT

None

LEGAL COUNSEL CONCERNS/COMMENTS

General Counsel J. Eggart advised the Board that the Governor had acted on all legislative bills presented to him and that he would provide an update to the Board on adopted legislation pertinent to the District at a later date.

CLOSED SESSION

None

CLOSED SESSION: During the course of conducting the business set forth on this agenda as a regular meeting of the Board, the Chair may convene the Board in closed session to consider matters of pending real estate negotiations, pending or potential litigation, or personnel matters, pursuant to Government Code Sections 54956.8, 54956.9, 54957 or 54957.6, as noted.

Reports relating to (a) purchase and sale of property; (b) matters of pending or potential litigation; (c) employment actions or negotiations with employee representatives; or which are exempt from public disclosure under the California Public Records Act, may be reviewed by the Board during a permitted closed session and are not available for public inspection. At such time as the Board takes final action on any of these subjects, the minutes will reflect all required disclosures of information.

ADJOURNMENT

President T. Diep adjourned the meeting at 6:05 PM to the next Board Meeting to be held at the District on Tuesday, November 7, 2023, at 5:30 PM.

Andrew Nguyen, Secretary

AGENDA ITEM 5A

Date: November 7, 2023

To: Board of Directors

Prepared by: Siamlu Cox, Director of Finance & Human Resources

Subject: Approval of Demands in the Amount of \$980,978.34.

BACKGROUND

The laws of the State of California governing Special Districts provide that the Midway City Sanitary District Board of Directors shall review for approval all payments made by the District.

A Register of Demands is provided at each regular Midway City Sanitary District Board Meeting describing each payment made or to be made by the district during the specified period. The report is designed to communicate fiscal activity based on adopted and approved budget appropriations.

The Treasurer has duly reviewed the demands on the attached register.

RECOMMENDATION

Staff recommends that the Board of Directors review and approve the attached Register of Demands.

FISCAL IMPACT

The total value of demand for this period is \$980,978.34. This includes expenses, payroll, and payroll-related disbursements.

Sufficient funds are available to process all payments.

**DISBURSEMENTS FOR
11_07_2023**

	CK #	DATE	AMOUNT	VENDOR CHECKS:	MEMO:
1	15043	10/13	135.00	Akeso Occupational Health	Pre-employment medical & drug screening - A.Davies
2	15044	10/13	690.00	Ayala's Car Wash	Fleet Wash
3	15045	10/13	47,291.50	Cascade Engineering, Inc.	Black Carts (840)
4	15046	10/13	2,121.69	Costa Mesa Sanitary District	Educational Mgmt Training 09/26/23
5	15047	10/13	845.50	CR&R Incorporated	Clean-Up Event Goldenwest Park 8/26/23
6	15048	10/13	2,608.60	Daniels Tire Service	Front and Recap Tires
7	15049	10/13	254.48	Pitney Bowes Global Financial Services	Postage Machine 10/10/23 - 01/03/24
8	15050	10/13	301.50	Pitney Bowes/Purchase Power	Postage September-2023
9	15051	10/13	2,175.00	Safety Research Consultants, Inc.	Driver's Safety Training on 10/07/2023
10	15052	10/13	4,361.63	SDRMA - Employee Benefits	Nov-2023 Dental and Vision
11	15053	10/13	1,300.00	Shuster Advisory Group, LLC	Q3 2023 Advisory Fee for 457(b) & OBRA Plans
12	15054	10/13	796.91	SoCal Auto & Truck Parts, Inc.	Restock parts and replacement parts for S-2
13	15055	10/13	44.13	SoCalGas	Maint. Shop & Wash Rack - Oct 2023
14	15056	10/13	26.01	Staples Business Credit	Office Supplies Sept-2023
15	15057	10/13	6,695.79	TEC Of California, Inc.	Restock brake drums and brake shoes anti-freeze & Fuel Filters & Lube for Trash Trucks
16	15058	10/13	333.33	UniFirst Corporation	October - 2023
17	15059	10/17	46,014.43	System Source, Inc	MCSD BID 50% Deposit (406562)
18	15060	10/17	11,723.88	System Source, Inc	MCSD Seating 50% Deposit (407767)
19	15061	10/20	300.00	Akeso Occupational Health	Physical - DOT Castro,N., Contreras, J., Steele, E.
20	15062	10/20	15,983.00	AKM Consulting Engineers, Inc.	Sewer System Master Plan 09/5/23 - 9/29/23
21	15063	10/20	532.62	AT&T (Brookhurst Lift Station)	Brookhurst Oct-2023
22	15064	10/20	1,213.25	AT&T Mobility (First Net)	September 2023
23	15065	10/20	320.00	Ayala's Car Wash	Fleet wash 10/17/2023
24	15066	10/20	3,059.19	Bodyworks Equip. Inc.	Wire harness (2) 30 MM Sourcing Switch (5) Tub - 1.2:" grip (2) Wire harness - valve end (1) Journal Blocks
25	15067	10/20	2,262.64	Chevron Texaco (Wex Bank)	Sept-2023
26	15068	10/20	84.94	City of Westminster Hydrant	Hydrant Water Service Oct-2023
27	15069	10/20	800.00	Commerford Inspection, Inc.	Pavement Inspection 10/2/2023
28	15070	10/20	121.62	Cynthia Loan Olsder	Reimbursement for ruptured tire
29	15071	10/20	1,548.46	Daniels Tire Service	Recap Tires (6)
30	15072	10/20	1,607.02	Dartco Transmission Sales & Srvs.	Transmission repairs - NG3
31	15073	10/20	8,525.00	ECIS	FOG Inspections Sep-2023 (341)
32	15074	10/20	2,960.65	Haaker Equipment Co.	Cleaning nozzles for vactor trucks
33	15075	10/20	441.16	Motion and Flow Control Products, Inc.	Extra long straight thread elbow (5) Parker 37 Deg X SAE (2)
34	15076	10/20	1,982.64	NVB Equipment, Inc.	A/C Repair NG-6
35	15077	10/20	436.90	Rutan & Tucker, LLP	Legal Services Sep-2023
36	15078	10/20	980.00	Stater Bros Market #27	Employee Recognition Gift Cards
37	15079	10/20	46.25	Underground Service Alert	Underground Dig Alerts Jul-2023 (7) Aug-2023 (8)
38	15080	10/20	325.83	UniFirst Corporation	October - 2023
39	15081	10/20	499,063.26	Woodcliff Corporation - Contractor	Building Project Pay App #12 Sept 2023
40	15082	10/20	26,266.49	Woodcliff Corporation - Escrow Acct	Building Project #12 Sept 2023 - Retention Payment
41	15083	10/20	6,495.40	Woodruff & Smart	Legal Services Sep-2023
42	15084	10/20	26,714.40	AKM Consulting Engineers, Inc.	Sewer System Master Plan 05/29/23 - 06/30/23
43			\$ 729,790.10	CHECKS SUBTOTAL	
44					
45				PAYROLL:	MEMO
46		10/18	\$ 95,410.45	Paychex	Employee Payroll - Checks, Taxes, & Direct Deposits
47		10/19	\$ 5,692.53	Nationwide	457 Deferred Compensation (Employees)
48			\$ 101,102.98	ACH TRANSFERS SUBTOTAL	
49					
50				ACH PAYMENTS:	MEMO
51		10/11	\$ 69,635.12	CalPERS-Health	October 2023 Health (Employees)

**DISBURSEMENTS FOR
11_07_2023**

52		10/11	\$ 19,627.13	CalPERS-Retirement	Employer Contribution 9/18/2023-10/01/2023
53		10/11	\$ 6,874.06	CalPERS-Health	October 2023 Health (Board)
54		10/11	\$ 19,634.23	CalPERS-Retirement	Employer Contribution 9/04/2023-9/17/2023
55		10/11	\$ 13,719.92	US Bank Corporate Payment System	CAL-Card Purchases Statement
56		10/16	\$ 442.29	US Bank Fee	Analysis Service Charge
56		10/19	\$ 19,763.28	CalPERS-Retirement	Employer Contribution 10/02/2023-10/15/2023
57		10/20	\$ 389.23	Paychex	Time & Attendance October 2023
59			\$ 150,085.26	ACH TRANSFERS SUBTOTAL	
60					
61			\$ 980,978.34	TOTAL EXPENDITURES (ACCOUNTS PAYABLE CHECKS, PAYROLL, ACH TRANSFERS)	
62					
63				<u>BANK TRANSFERS:</u>	
64		10/11	\$ 200,000.00	From Money Market to Checking	
65		10/20	\$ 600,000.00	From LAIF to Checking	
66			\$ 800,000.00	BANK TRANSFERS	

AGENDA ITEM 7A

Date: November 7, 2023
To: Board of Directors
From: Siamlu Cox, Director of Finance and Human Resources
Subject: Receive and File the California Employers' Retiree Benefit Trust (CERBT) Program Financial Statement for the 1ST Quarter Ended September 30, 2023

BACKGROUND

In 2007, CalPERS established the California Employer's Retirement Trust (CERBT) fund, as an irrevocable Section 115 trust, available for public employers seeking to prefund their Other Post Employments Benefits (OPEB) obligations. The Midway City Sanitary District (District) provides health insurance for retirees as a post-employment benefit.

At the April 27, 2010 regular meeting, the Board of Directors approved joining CERBT and establishing a trust account to pre-fund the District's OPEB liabilities.

OPEB Trusts are a funding vehicle used by agencies to prefund the future costs of their retiree OPEB benefits as the employee services are rendered. Once funds are deposited into an irrevocable trust, they may not be withdrawn for any purpose other than funding the costs of employer's retiree OPEB benefits. This is the same way that pension trusts operate, such as the District's retirement plan with CalPERS for its employees. These OPEB Trusts provide agencies with a fiscally sound option for ensuring they are able to meet their OPEB liability in the most cost-effective manner.

The CERBT quarterly financial statement is attached thereof.

RECOMMENDATION

Staff recommends the Board of Directors receive and file this report.

FINANCIAL IMPACT

	<u>Since Inception (2007)</u>
CERBT 115 Trust Contributions:	\$4,296,301
Disbursements/Expenses	\$ (471,458)
Total Investment Gains/(Loss):	\$ 2,437,640
CERBT 115 Trust Ending Balance:	\$ 6,262,483

Attachment: CERBT Account Update Summary as of September 30, 2023

CERBT Account Update Summary

Midway City Sanitary District

as of September 30, 2023

OPEB Valuation Report Summary

OPEB Actuarial Valuation Report by MacLeod Watts, Inc.	
Valuation Date	6/30/2021
Measurement Date	6/30/2021
Total OPEB Liability (TOL)	\$4,849,797
Valuation Assets	\$7,143,062
Net OPEB Liability (NOL)	(\$2,293,265)
Funded Status	147%
Actuarially Determined Contribution (ADC)	\$58,231
CERBT Asset Allocation Strategy	Strategy 1
Discount Rate	6.75%

CERBT Account Summary

As of September 30, 2023	Strategy 1
Initial contribution (06/22/2010)	\$187,734
Additional contributions	\$4,108,567
Disbursements	(\$426,515)
CERBT expenses	(\$44,943)
Investment earnings	\$2,437,640
Total assets	\$6,262,483
Annualized net rate of return (06/22/2010-09/30/2023 = 13.27 years)	5.38%

Cash Flow Summary by Fiscal Year

Fiscal Year	Contributions	Disbursements	Cumulative Investment Gains (Losses)	Cumulative Fees	Cumulative Ending Assets
2006-07	\$0	\$0	\$0	\$0	\$0
2007-08	\$0	\$0	\$0	\$0	\$0
2008-09	\$0	\$0	\$0	\$0	\$0
2009-10	\$187,734	\$0	(\$1,082)	(\$4)	\$186,648
2010-11	\$276,530	\$0	\$62,245	(\$425)	\$526,085
2011-12	\$256,012	\$0	\$75,069	(\$1,159)	\$794,185
2012-13	\$113,095	\$0	\$166,757	(\$2,508)	\$997,620
2013-14	\$2,056,843	\$0	\$472,365	(\$4,999)	\$3,357,581
2014-15	\$0	\$0	\$468,569	(\$8,384)	\$3,350,400
2015-16	\$0	(\$92,658)	\$503,367	(\$11,147)	\$3,289,776
2016-17	\$0	(\$131,067)	\$854,634	(\$14,082)	\$3,507,041
2017-18	\$1,406,087	\$0	\$1,154,934	(\$17,561)	\$5,209,949
2018-19	\$0	\$0	\$1,478,800	(\$22,001)	\$5,529,375
2019-20	\$0	\$0	\$1,676,434	(\$26,759)	\$5,722,251
2020-21	\$0	(\$136,670)	\$3,239,440	(\$32,284)	\$7,143,062
2021-22	\$0	(\$66,120)	\$2,295,486	(\$38,257)	\$6,127,015
2022-23	\$0	\$0	\$2,691,269	(\$43,554)	\$6,517,501
as of 9/30/2023	\$0	\$0	\$2,437,640	(\$44,943)	\$6,262,483

CERBT/CEPPT Investment Returns Outperform Benchmarks

Periods ended August 31, 2023

Fund	Assets	1 Month	3 Months	FYTD	1 Year	3 Years	5 Years	10 Years	ITD
CERBT Strategy 1 (Inception June 1, 2007)	\$15,284,492,297	-2.43%	3.97%	0.33%	4.78%	3.02%	4.86%	6.21%	4.93%
Benchmark		-2.45%	3.90%	0.30%	4.59%	2.82%	4.61%	5.86%	4.53%
CERBT Strategy 2 (Inception October 1, 2011)	\$1,845,156,567	-2.18%	2.45%	-0.20%	2.21%	0.70%	3.70%	5.04%	5.96%
Benchmark		-2.19%	2.41%	-0.21%	2.07%	0.56%	3.53%	4.74%	5.69%
CERBT Strategy 3 (Inception January 1, 2012)	\$777,279,443	-1.96%	1.36%	-0.53%	0.39%	-0.62%	2.90%	4.10%	4.42%
Benchmark		-1.96%	1.32%	-0.55%	0.28%	-0.71%	2.77%	3.81%	4.15%
CERBT Total	\$17,906,928,307								
CEPPT Strategy 1 (Inception October 1, 2019)	\$128,316,243	-1.83%	2.47%	0.04%	3.99%	1.10%	-	-	3.09%
Benchmark		-1.88%	2.41%	0.00%	3.74%	0.89%	-	-	2.98%
CEPPT Strategy 2 (Inception January 1, 2020)	\$45,226,251	-1.36%	0.99%	-0.25%	1.87%	-1.47%	-	-	0.26%
Benchmark		-1.39%	0.95%	-0.30%	1.80%	-1.59%	-	-	0.14%
CEPPT Total	\$173,542,494								

CERBT Portfolios

2022 Capital Market Assumptions	CERBT Strategy 1	CERBT Strategy 2	CERBT Strategy 3
Expected Return	6.0%	5.5%	5.0%
Risk	12.1%	9.9%	8.4%

CERBT Portfolio Details

Asset Classification	Benchmark	CERBT Strategy 1	CERBT Strategy 2	CERBT Strategy 3
Global Equity	MSCI All Country World Index IMI (Net)	49% ±5%	34% ±5%	23% ±5%
Fixed Income	Bloomberg Long Liability Index	23% ±5%	41% ±5%	51% ±5%
Global Real Estate (REITs)	FTSE EPRA/NAREIT Developed Index (Net)	20% ±5%	17% ±5%	14% ±5%
Treasury Inflation Protected Securities (TIPS)	Bloomberg US TIPS Index, Series L	5% ±3%	5% ±3%	9% ±3%
Commodities	S&P GSCI Total Return Index	3% ±3%	3% ±3%	3% ±3%
Cash	91-Day Treasury Bill	0% +2%	0% +2%	0% +2%

Total Participation Cost Fee Rate

- Total all-inclusive cost of participation
 - Combines administrative, custodial, and investment fees
 - Separate trust funds
 - Self-funded, fee rate may change in the future
 - Fee is applied daily to assets under management
 - 10 basis points - CERBT
 - 25 basis points - CEPPT

CEPPT/CERBT Consistently Low Fee Rate History

Fiscal Year	CERBT	CEPPT
2007-2008	2.00 basis points	-
2008-2009	6.00 basis points	-
2009-2010	9.00 basis points	-
2010-2012	12.00 basis points	-
2012-2013	15.00 basis points	-
2013-2014	14.00 basis points	-
2014-2019	10.00 basis points	-
2019-2023	10.00 basis points	25.00 basis points

632 Prefunding Program Employers

605 CERBT and 92 CEPPT

- State of California
- 160 Cities or Towns
- 10 Counties
- 83 School Employers
- 32 Courts
- 345 Special Districts and other Public Agencies
 - (106 Water, 36 Sanitation, 34 Fire, 26 Transportation)

Financial Reporting

- CERBT is the Plan
 - Provides audited and compliant GASB 75 report in a Schedule of Changes in Fiduciary Net Position (FNP)
 - Published in February each year

CERBT FNP Fiscal Year	Availability
2019-20	Available at https://www.calpers.ca.gov/cerbt
2020-21	
2021-22	
2022-23	February 2024

Questions? Where to Get Trust Fund Information?

Name	Title	E-mail	Desk	Mobile
Darren Lathrop	Outreach & Support Manager	Darren.Lathrop@calpers.ca.gov	(916) 795-0751	(916) 291-0391
Lee Lo	Outreach & Support Analyst	Lee.Lo@calpers.ca.gov	(916) 795-4034	(916) 612-4128
Therese Luo	Outreach & Support Analyst	Therese.Luo@calpers.ca.gov	(916) 795-2983	(916) 213-2879
Colleen Cain-Herrback	Administration & Reporting Program Manager	Colleen.Cain-Herrback@calpers.ca.gov	(916) 795-2474	(916) 505-2506
Vic Anderson	Administration & Reporting Manager	Victor.Anderson@calpers.ca.gov	(916) 795-3739	(916) 281-8214
Robert Sharp	Assistant Division Chief	Robert.Sharp@calpers.ca.gov	(916) 795-3878	(916) 397-0756

Program E-mail Addresses	Prefunding Programs Webpages
CEPPT4U@calpers.ca.gov – Questions & Document Submittal	www.calpers.ca.gov/CEPPT
CERBT4U@calpers.ca.gov – Questions & Document Submittal	www.calpers.ca.gov/CERBT
CERBTACCOUNT@calpers.ca.gov – Online Record Keeping System	www.your-fundaccount.com/calpers

AGENDA ITEM 7B

Date: November 7, 2023
To: Board of Directors
From: Siamlu Cox, Director of Finance and Human Resources
Subject: Receive and File the California Employers’ Pension Prefunding Trust (CEPPT) Program Financial Statement for the 1st Quarter Ended September 30, 2023

BACKGROUND

In September of 2018, the California State Legislature passed Senate Bill 1413 (SB 1413) which created the California Employers’ Pension Prefunding Trust (CEPPT). The CEPPT is a special irrevocable trust fund, in the California State Treasury, that allows State and local public agencies that provide a defined benefit pension plan to their employees to prefund their pension contributions. The CEPPT program receives pre-fund contributions from employers and invests those assets into public market securities. The contributions and the investment return are held in a trust fund dedicated exclusively to paying retiree benefits promised by the District to its employees.

At the August 20, 2019 regular meeting, the Board of Directors approved joining the CEPPT program and establishing a trust with CalPERS for the Purpose of Prefunding the Midway City Sanitary District’s Required Pension Contributions

By joining the CEPPT Program, the District can help finance future costs in large part from the investment earnings provided by CalPERS. Just as the earnings from invested retirement contributions cover \$3 of every \$4 spent in pension benefits, this trust is expected to generate significant revenues to apply towards retirement obligations. Using investment returns and the original contribution to pay the benefits during retirement is a sure path to rate stabilization and sustainable long-term benefits.

The CEPPT quarterly financial statement is attached thereof.

RECOMMENDATION

Staff recommends the Board of Directors receive and file this report.

FINANCIAL IMPACT

	<u>Since Inception (2018)</u>
CEPPT 115 Trust Contributions:	\$4,575,000
Disbursements/Expenses	\$ (32,947)
Total Investment Earnings/(Loss):	\$ 201,633
CEPPT 115 Trust Ending Balance:	\$4,743,685

Attachment: CEPPT Account Update Summary as of September 30, 2023

CEPPT Account Update Summary

Midway City Sanitary District

as of September 30, 2023

CEPPT Account Summary

As of September 30, 2023	Strategy 1	Strategy 2	Total
Initial contribution (09/06/2019)	\$2,500,000	\$0	\$2,500,000
Additional contributions	\$2,075,000	\$0	\$2,075,000
Disbursements	\$0	\$0	\$0
CEPPT expenses	(\$32,947)	\$0	(\$32,947)
Investment earnings	\$201,633	\$0	\$201,633
Total assets (09/06/2019-09/30/2023 = 4.07 years)	\$4,743,685	\$0	\$4,743,685

CEPPT/CERBT Investment Returns Outperform Benchmarks

Periods Ended August 31, 2023

Fund	Assets	1 Month	3 Months	FYTD	1 Year	3 Years	5 Years	10 Years	ITD
CERBT Strategy 1 (Inception June 1, 2007)	\$15,284,492,297	-2.43%	3.97%	0.33%	4.78%	3.02%	4.86%	6.21%	4.93%
Benchmark		-2.45%	3.90%	0.30%	4.59%	2.82%	4.61%	5.86%	4.53%
CERBT Strategy 2 (Inception October 1, 2011)	\$1,845,156,567	-2.18%	2.45%	-0.20%	2.21%	0.70%	3.70%	5.04%	5.96%
Benchmark		-2.19%	2.41%	-0.21%	2.07%	0.56%	3.53%	4.74%	5.69%
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CERBT Total	\$17,906,928,307								
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Benchmark		-1.88%	2.41%	0.00%	3.74%	0.89%	-	-	2.98%
CEPPT Strategy 2 (Inception January 1, 2020)	\$45,226,251	-1.36%	0.99%	-0.25%	1.87%	-1.47%	-	-	0.26%
Benchmark		-1.39%	0.95%	-0.30%	1.80%	-1.59%	-	-	0.14%
CEPPT Total	\$173,542,494								

CEPPT Portfolios

2022 Capital Market Assumptions	CEPPT Strategy 1	CEPPT Strategy 2
Expected Return	4.5%	3.5%
Risk	8.8%	6.1%

CEPPT Portfolio Details

Asset Classification	Benchmark	CEPPT Strategy 1	CEPPT Strategy 2
Global Equity	MSCI All Country World Index IMI (Net)	37% ±5%	21% ±5%
Fixed Income	Bloomberg U.S. Aggregate Bond Index	44% ±5%	61% ±5%
Global Real Estate (REITs)	FTSE EPRA/NAREIT Developed Liquid Index (Net)	14% ±5%	9% ±5%
Treasury Inflation Protected Securities (TIPS)	Bloomberg US TIPS Index, Series L	5% ±3%	9% ±3%
Cash	91-Day Treasury Bill	0% +2%	0% +2%

Total Participation Cost Fee Rate

- Total all-inclusive cost of participation
 - Combines administrative, custodial, and investment fees
 - Separate trust funds
 - Self-funded, fee rate may change in the future
 - Fee is applied daily to assets under management
 - 10 basis points - CERBT
 - 25 basis points - CEPPT

CEPPT/CERBT Consistently Low Fee Rate History

Fiscal Year	CERBT	CEPPT
2007-2008	2.00 basis points	-
2008-2009	6.00 basis points	-
2009-2010	9.00 basis points	-
2010-2012	12.00 basis points	-
2012-2013	15.00 basis points	-
2013-2014	14.00 basis points	-
2014-2019	10.00 basis points	-
2019-2023	10.00 basis points	25.00 basis points

632 Prefunding Program Employers

605 CERBT and 92 CEPPT

- State of California
- 160 Cities or Towns
- 10 Counties
- 83 School Employers
- 32 Courts
- 345 Special Districts and other Public Agencies
 - (106 Water, 36 Sanitation, 34 Fire, 26 Transportation)

Questions? Where to Get Trust Fund Information?

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Darren Lathrop	Outreach & Support Manager	Darren.Lathrop@calpers.ca.gov	(916) 795-0751	(916) 291-0391
Lee Lo	Outreach & Support Analyst	Lee.Lo@calpers.ca.gov	(916) 795-4034	(916) 612-4128
Therese Luo	Outreach & Support Analyst	Therese.Luo@calpers.ca.gov	(916) 795-2983	(916) 213-2879
Colleen Cain-Herrback	Administration & Reporting Program Manager	Colleen.Cain-Herrback@calpers.ca.gov	(916) 795-2474	(916) 505-2506
Vic Anderson	Administration & Reporting Manager	Victor.Anderson@calpers.ca.gov	(916) 795-3739	(916) 281-8214
Robert Sharp	Assistant Division Chief	Robert.Sharp@calpers.ca.gov	(916) 795-3878	(916) 397-0756

Program E-mail Addresses	Prefunding Programs Webpages
CEPPT4U@calpers.ca.gov – Questions & Document Submittal	www.calpers.ca.gov/CEPPT
CERBT4U@calpers.ca.gov – Questions & Document Submittal	www.calpers.ca.gov/CERBT
CERBTACCOUNT@calpers.ca.gov – Online Record Keeping System	www.your-fundaccount.com/calpers

AGENDA ITEM 9A

Date: November 7, 2023

To: Board of Directors

Prepared by: Robert Housley, General Manager

Subject: Consider Amendment to Legal Agreement with Rutan & Tucker, LLP Providing for Increased Hourly Billing Rates for Legal Counsel Services Commencing on January 1, 2024

BACKGROUND

Since 1992, the Midway City Sanitary District (District) has contracted with the legal firm of Rutan & Tucker, LLP for personnel and MOU legal and negotiation services. Legal Counsel, Joseph Larsen, is currently the attorney representing the District on these types of matters.

Rutan and Tucker has submitted a request to increase their hourly rate, effective January 1, 2024. Below is the rate history.

Year	Hourly Rate	% change	
1992	\$ 165		
2001	\$ 190	15.15%	
2003	\$ 200	5.26%	
2006	\$ 220	10.00%	
2007	\$ 230	4.55%	
2020	\$ 245	6.52%	
2022	\$ 257	4.90%	the current hourly rate
2024	\$ 290	12.84%	proposed increase

Rutan & Tucker’s letter and amendment to the agreement is attached thereof.

STAFF RECOMMENDATION

Staff recommends that the Board of Directors discuss and provide direction.

FISCAL IMPACT

If approved, the increase to the hourly rates may result in \$1,600 - \$4,300 per year in additional legal fees to the District. Legal fees will be higher in years that there are mou negotiations than in non-mou negotiation years.

Attachment: Rutan & Tucker, LLP Letter dated 10/19/2023 and Amendment to Agreement

October 19, 2023

Robert Housley, General Manager
Midway City Sanitary District
14451 Cedarwood Street
Westminster, CA 92683

Dear Robert:

We as a firm have been extremely honored since 1992 to have provided legal services for Midway City Sanitary District. Hopefully, the District also perceives that relationship has been beneficial, and we hope that the relationship can prosper for many years to come.

It has been two years since we have had a revision to our hourly fees. Since that time we have faced some substantial increases in costs to our law firm. As a result, it has become necessary to request an increase to our rates. We are, therefore, requesting that consideration be given to a rate increase to \$290.00 per hour effective January 1, 2024.

I have enclosed an amendment to our agreement which reflects this increase, and would appreciate you presenting it to the Board of Trustees for action. Of course, if there are any questions or concerns, please feel free to contact me.

We appreciate the opportunity to work with Midway City Sanitary District.

Sincerely,

RUTAN & TUCKER, LLP



Joseph D. Larsen

JDL:kfw
Enclosure

AMENDMENT TO AGREEMENT

WHEREAS, the MIDWAY CITY SANITARY DISTRICT (District), and the law firm of RUTAN & TUCKER, LLP (Attorney) entered into an Agreement for legal services to be provided by Attorney to District in 1992 (Agreement); and

WHEREAS, it is the desire of the parties to update that Agreement as previously amended in February 1, 2003, April 1, 2006, July 1, 2007, January 1, 2020 and January 1, 2022, to become effective on January 1, 2024.

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

1. Paragraph 2 of the Agreement shall be amended to provide as follows:

The services to be performed by Attorney shall be provided to District at the rate of Two Hundred Ninety Dollars (\$290.00) per hour. It is further expressly understood that any legal work for the purpose of bonding, tax anticipation notes or other items generally confined to a practice of municipal finance will not be covered by this Agreement, and will be specially contracted for between Attorney and District. District shall also pay and reimburse Attorney for any direct costs and expenses incurred in the course of rendering said services. Attorney shall submit monthly statements for services rendered pursuant hereto during the preceding month, and District shall pay the same upon presentation.

2. Except as expressly provided herein, said Agreement shall remain unchanged and in full force and effect.

MIDWAY CITY SANITARY DISTRICT

Dated: _____, 20__

By: _____

Title: _____

RUTAN & TUCKER, LLP

Dated: October 19, 2023

By:  _____

Joseph D. Larsen

AGENDA ITEM 9B

Date: November 7, 2023

To: Board of Directors

Prepared By: Ashley Davies, Director of Services and Program Development

Subject: Consideration of Participation and Sponsorship of the 2024 Tet Parade Scheduled for Saturday, February 10, 2024, and Appoint a Liaison and Alternate to Represent the District's Interest

BACKGROUND

The 2024 Tet Parade is scheduled for Saturday, February 10, 2024 and the City of Westminster is coordinating the event. The Midway City Sanitary District (District) has received the 2024 Tet Parade sponsorship package and a copy of it is attached for review and consideration.

Last year, the District provided in-kind sponsorship by providing a two-cart solid waste service along the parade route. The District provided drop off of the green organics and blue recycling carts before the event and provided pickup services after the parade.

Under SB 1383, the Tet Parade is considered a large event and defined as:

- An event that charges an admission price (or is operated by a local agency) and serves an average of more than 2,000 individuals (including employees and volunteers) per day of operation of the event. Events include, but are not limited to, a public, nonprofit, or private park, parking lot, golf course, street system, or other open space when being used for a public event, including, but not limited to, a sporting event or a flea market.

Under SB1383, event boxes and bins are no longer permissible for these types of events. Solid waste services for events, like the Tet Parade, must be source separated (two or three containers) which is now required by law. Technically, since the City issues the permit for the event, it is the City's responsibility to track and record tonnages from the event. Unfortunately, they do not have the staff or the resources to meet this requirement. A solid waste diversion plan from the event coordinator should be submitted 30 days in advance of the event.

Board action is necessary to provide any monetary or in-kind sponsorships.

In-Kind Sponsorship:

If approved, the District is committed to providing/in-kind solid waste services and pickup on the parade route. The in-kind service will consist of 5 or 6 District employees dropping off the carts before the event starts, then returning after the event to pick up the filled carts, and taking the material to the Material Recovery Facility (MRF). The empty carts

will be picked up separately and returned to the district and cleaned for future use. Tonnage fees will be reported to the City for compliance of SB 1383.

Providing this in-kind service requires 5-6 District employees to work the event and those employees will be compensated at their overtime rate of pay. Solid waste service will require 50+ carts (blue, black, green), disposable tonnage fees, fuel et cetera.

Sponsorship:

The District provided a \$5,000 monetary sponsorship to last year's event.

Participation in the TET Parade

The Board has approved the Outreach Committee recommendations to hand out mini blue and green trash bins at the parade, which have already been purchased, and the renting of convertible cars for those Directors that will be participating in the Parade.

MCSO TET Parade Liaison

Last year the Board appointed a Board Director as a liaison to attend planning meetings, along with staff, for the TET parade.

STAFF RECOMMENDATION

Staff recommends that the Board consider participation and sponsorship for the Tet Parade and provide further direction to staff.

FISCAL IMPACT

The potential fiscal impact to provide solid waste organics and recycling cart service along the parade route and participation in the TET Parade is estimated to be \$6,000-\$8,000.

Any further sponsorship would be additional funds.

Attachment: 2024 TET Parade Sponsorship Package



TẾT PARADE SPONSORSHIP PACKAGE

Celebrate with us as we
welcome the Lunar New Year
YEAR OF THE DRAGON



Saturday, February 10, 2024
Opening Ceremony | 8:30 AM
Parade | 9:30 AM



Executive Summary Tet Parade Highlights



PRESENTED BY: The City of Westminster

DATE: Saturday, February 10, 2024

TIME: Opening Ceremony begins at 8:30 AM; parade begins at 9:30 AM

LOCATION: Parade begins at the intersection of Bolsa Avenue and Magnolia Street, and heads eastbound on Bolsa Avenue. The Parade will turn right on Bushard Street and head Southbound, ending at Bishop Place.

ATTENDANCE: Attendance for this event is over 15,000 with attendees ranging from seniors to young children and their families. However, viewership across multiple streaming sites and channels is over 250,000 internationally.

COST: Admission is FREE to the public

QUICK FACTS

Population

2020 Census | 90,195

Education

High School | 78%

Bachelor Degree or Higher | 27%

Graduate Degree | 10%

Households

2020 Census | 27,144

% with Children | 57.3

Avg. Household Size | 3.74

Median Income

Westminster | \$67,142

Orange County | \$71,735

Orange County

Population | 3 million

(people within 15 minutes of venue)

Housing Units | 1 million

MAKE AN IMPRESSION

Depending upon your level of involvement, your advertising message will be seen during the event promotional period. As a sponsor, you'll be featured on the city's website, mail and digital flyers, cable TV spots, social media, and the official program guide.

BENEFITS DETAIL:

- Logo on webpage and hyperlink
- Press releases
- Flyers and posters
- Recognition on WTV and social media

ON-SITE RECOGNITION:

- Recognition announcements from emcee during the parade
- Participation in the parade

FOR MORE INFORMATION

Contact the City of Westminster Community Services and Recreation Department at 714.895.2860, or simply email us at TetParade@westminster-ca.gov.





2024 Tet Parade Sponsorship Opportunities



TITLE SPONSOR (Limited to three)

Sponsor Investment | \$25,000

As a Title Sponsor you will receive:

- Complimentary parade entry with prime placement (towards the beginning of the parade)
- Invitation to parade day Opening Ceremony with two (2) seats on stage
- Reserved seating for up to ten (10) guests in VIP area
- Full page color ad in official Tet Parade program, premium position
- Event banner with company name/logo displayed along the parade route
- Logo included on City webpage with hyperlink
- Logo included on print media and social media posts
- Logo to be larger than subsequent sponsors
- Recognition in City Newsletter (sent to every resident in Westminster)
- Recognition at a televised City Council Meeting
- Logo featured on Westminster Local TV Channel
- Name recognition on press releases
- Complimentary booth at upcoming 2024 Fall Festival



PLATINUM SPONSOR

Sponsor Investment | \$10,000

As a Platinum Sponsor you will receive:

- Complimentary parade entry
- Invitation to parade day Opening Ceremony with reserved seating for up to six (6) guests in VIP area
- Half page color ad in official Tet Parade program, premium position
- Event banner with company name/logo displayed along the parade route
- Logo included on City webpage with hyperlink
- Logo included on print media and social media posts
- Logo to be larger than subsequent sponsors
- Recognition in City Newsletter (sent to every resident in Westminster)
- Recognition at a televised City Council Meeting
- Name recognition on press releases





2024 Tet Parade Sponsorship Opportunities (Continued)



DIAMOND SPONSOR

Sponsor Investment | \$7,500



As a Diamond Sponsor you will receive:

- Complimentary parade entry
- Invitation to parade day Opening Ceremony with reserved seating for up to four (4) guests in VIP area
- Quarter page color ad in official Tet Parade program
- Event banner with company name/logo displayed along the parade route
- Logo included on City webpage with hyperlink
- Logo included on print media and social media posts
- Logo to be larger than subsequent sponsors
- Recognition in City Newsletter (sent to every resident in Westminster)
- Recognition at a televised City Council Meeting
- Name recognition on press releases

GOLD SPONSOR

Sponsor Investment | \$5,000



As a Gold Sponsor you will receive:

- Complimentary parade entry
- Invitation to parade day Opening Ceremony with reserved seating for up to two (2) guests in VIP area
- Eighth page color ad in official Tet Parade program
- Event banner with company name/logo displayed along the parade route
- Logo included on City webpage
- Logo included on print media and social media posts
- Recognition in City Newsletter (sent to every resident in Westminster)
- Name recognition on press releases





2024 Tet Parade Sponsorship Opportunities (Continued)



SILVER SPONSOR

Sponsor Investment | \$2,500



As a Silver Sponsor you will receive:

- Eighth page color ad in official Tet Parade program
- Logo included on City webpage
- Logo included on print media and social media posts
- Recognition in City Newsletter (sent to every resident in Westminister)

BRONZE SPONSOR

Sponsor Investment | \$1,000

As a Bronze Sponsor you will receive:

- Eighth page color ad in official Tet Parade program
- Company name included on City webpage
- Company name included on print media and social media posts
- Recognition in City Newsletter (sent to every resident in Westminister)



Additional In-Kind Sponsorship Opportunities

Contact the City of Westminister by email at TetParade@westminster-ca.gov or call (714) 895-2860.





2024 Westminster Tet Parade Sponsorship Form



COMPANY NAME: _____

ADDRESS: _____ CITY, STATE ZIP: _____

CONTACT PERSON: _____

CONTACT PHONE NUMBER: _____

EMAIL ADDRESS: _____

SPONSOR LEVEL/AMOUNT: TITLE \$25,000 PLATINUM \$10,000

DIAMOND \$7,500 GOLD \$5,000 SILVER \$2,500 BRONZE \$1,000

OTHER: _____

Please return completed form and donation to:

Community Services & Recreation Department
Attn: *Tet Parade*
8200 Westminster Blvd.
Westminster, CA 92683

Make checks payable to: *City of Westminster*

To pay by credit card, please call: (714) 895-2860



For sponsor packages that include a logo and/or color ad, please submit by email in **PNG or **JPEG** format to TetParade@westminster-ca.gov no later than **January 18th**. Contact the Community Services & Recreation Department for dimensions.**



CITY OF WESTMINSTER

PARTICIPANT AGREEMENT AND WAIVER AND RELEASE OF LIABILITY

I, _____ (Full legal name), desire to participate in **2024 Tet Parade**, (the "Activity").

In consideration for my participation in the Activity, I agree as follows:

1. **Assumption of Risk.** I fully understand and agree that: (a) recreational and fitness activities and use of City facilities (cumulatively "recreational activities") have inherent risks, dangers, and hazards and such exists in my use, and/or my minor child(ren)'s use, of any equipment and my participation in these activities; (b) my participation, and/or my minor child(ren)'s participation, in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, communicable disease, strains, fractures, partial and/or total paralysis, death, or other ailments that could cause serious disability; (c) City facilities are open and generally accessible to members of the public; (d) my and/or my minor child(ren)'s and/or other users access to City facilities and/or placement, storage or accessing of property left in City facilities puts such property at a risk of damage, destruction, loss, theft, fire or other casualty; (e) these risks and dangers may be caused by the negligence of the representatives, employees, or volunteers of the City of Westminster, the negligence of the participants, the negligence of others, accidents, breaches of contract, or other causes; (f) my and/or my minor child(ren)'s participation in such activities poses an inherent risk of exposure to COVID-19 and/or other communicable diseases, (e.g., RSV), which can lead to severe illness, prolonged hospitalization, disability and death; and (g) by my participation, and/or my minor child(ren)'s participation, in recreational activities and/or use of equipment, I hereby acknowledge that I am participating of my own free will in the activity and therefore agree to assume all risks and dangers and all responsibility for any losses and/or damages whether caused in whole or in part by the negligence or conduct of the representatives, employees, or volunteers of the City of Westminster.

2. **Medical Release.** I authorize the City of Westminster to provide or cause to be provided such medical treatment to me or my minor child(ren) as may be necessary or appropriate if any injury occurs while I or my child(ren) are participating in the Activity. I further agree to pay any costs incurred as a result of such treatment.

3. **Indemnification.** In consideration for being permitted to participate in the Activity, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify, defend, and hold harmless Community Services & Recreation Department, the City, and their elected officials, officers, agents, employees, and volunteers, from any and all claims, demands, actions, or suits arising out of or in connection with my participation in the Activity.

4. **Waiver and Release of Liability.** As lawful consideration for permission to enter City property and/or City facilities for any purpose, including but not limited to observation, use of facilities or equipment, leaving or storage of property, or participating any way, I, and my children, agree to be legally bound for myself and my heirs, personal representatives, next of kin, and anyone who might make a claim on my behalf, hereby waive, release, and discharge the Westminster Community Services Department, the City of Westminster, and their elected officials, officers, agents, employees, and volunteers from any and all claims for damages and/or liability, whether caused by any active or passive negligent act or omission of the Community Services Department or the City of Westminster, or their elected officials, officers, agents, employees, and/or volunteers, or otherwise related to my participation and promise not to sue the Community Services Department, the City of Westminster, or their elected officials, officers, agents, employees, and/or volunteers for any damages I or my minor children incur in connection with the Activity. This release and waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown, including any claims or liability arising from the active negligence of the City, unless otherwise prohibited by law. The parties to this Agreement understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

CITY OF WESTMINSTER
PARTICIPANT AGREEMENT AND WAIVER AND RELEASE OF LIABILITY

I further agree and understand that all of my rights against the City accruing under Section 1542 of the Civil Code of the State of California are hereby expressly waived to the maximum legal extent. Section 1542 reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

I agree that this Waiver and Release of Liability is intended to be as broad and inclusive as is permitted by law. Any provision found to be invalid or unenforceable by a court shall not affect the validity or enforceability of any other provision.

5. Compliance with All Rules. I and my minor children agree to obey all policies and procedures applicable to the Activity and instructions provided by the Community Services & Recreation Department and/or by City staff and volunteers during my participation in the Activity. I further understand and agree that Activities/events are interactive and agree to act reasonably and professionally at all times during my participation.

6. Miscellaneous. I acknowledge and agree that this Agreement is binding upon my heirs, assigns and legal representatives. I agree that this Agreement is intended to be as broad and inclusive as is permitted by California law. I further agree that this Agreement is severable and that if any clause is found invalid, the balance of the Agreement will remain in effect, valid, and enforceable.

I HAVE READ THE ABOVE WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND UNDERSTAND ITS TERMS FULLY. I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN FREELY AND VOLUNTARILY OF MY OWN VOLITION.

Participant's Full Legal Name: _____

Signature: _____ Date: _____

If participant is under the age of 18, a parent or legal guardian must read and also sign this Agreement.

I am the parent or legal guardian of the above-referenced Participant. I have read and I understand the provision of this document, and I consent to the Participant taking part in the activities at the Westminster Recreation and Parks facilities, and I fully enter into and agree to the above Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement.

Printed Name of Parent or Guardian: _____

Signature: _____ Date: _____

AGENDA ITEM 9C

Date: November 7, 2023

To: Board of Directors

Prepared by: Milo Ebrahimi, P.E., District Engineer

Subject: Consider Approval of Request for Proposals (RFP) for 2024 MCSD Sewer System CCTV Video Inspection and Cleaning Project

BACKGROUND/DISCUSSION

Regular visual and closed-circuit television (CCTV) inspections of manholes and sewer pipes are part of the preventive operation and maintenance activities required by the State Water Resources Control Board general order (ORDER WQ 2022-0103-DWQ). A similar Sewer System CCTV Video Inspection and Cleaning Project was performed in 2014. A similar project should be performed every ten years to meet the Water Board requirement.

Through this project, the District will collect important data about the sewer system conditions, including identification of any structural deficiencies and areas prone to root intrusion that could result in system backup and/or failure. The collected data will also be used to help plan for Capital Improvement Projects (CIP) to replace and/or upgrade segments of the District's aging sewer system.

The proposed project scope involves the cleaning and CCTV inspection of all approximately 174 miles of gravity sewer mains and 3001 manholes within the Midway City Sanitary District's jurisdiction for the purpose of identifying any defects within sewer mains and manholes based on the industry standards. The proposed project schedule is as follows:

- Pre-Proposal Meeting: December 4, 2023, at 10:00 a.m.
- Proposal Due Date: December 7, 2023, at 3:00 p.m.
- Award of Agreement: December 19, 2023
- Projected Start Date: January 8, 2024
- Projected Completion Date: December 9, 2024

The estimated cost of the Project is \$1.4 Million.

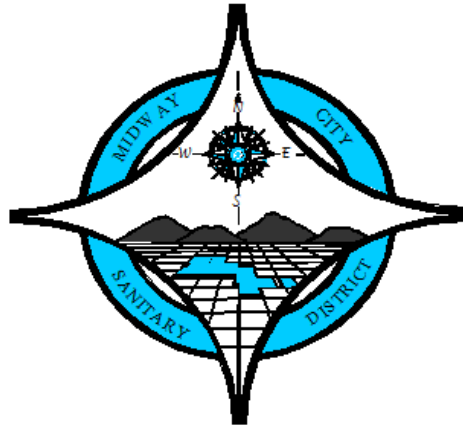
The proposed Request for Proposals (RFP), which includes the Contract Documents and Specifications for the project, is attached to this Report.

STAFF RECOMMENDATION

That the Board approve the Request for Proposals (RFP) for 2024 MCSD Sewer System CCTV Video Inspection and Cleaning Project and authorize staff to solicit proposals pursuant to the RFP.

FISCAL IMPACT

The engineer's estimate for the 2024 MCSD Sewer System CCTV Video Inspection and Cleaning Project is \$1,400,000. The Board approved \$700,000 for this project in the Fiscal Year 2023-24 Budget. Although there is no fiscal impact associated with authorizing Request for Proposals for the 2024 MCSD Sewer System CCTV Video Inspection and Cleaning Project, additional consideration will be needed when Staff presents and recommends bids over \$700,000.



MIDWAY CITY SANITARY DISTRICT

REQUEST FOR PROPOSALS

2024 MCSD SEWER SYSTEM CCTV VIDEO INSPECTION AND CLEANING PROJECT

November 7, 2023

Important Dates:

Pre-Proposal Meeting:	December 4, 2023, at 10:00 a.m.
Proposal Due Date:	December 7, 2023, at 3:00 p.m.
Award of Agreement:	December 19, 2023
Projected Start Date:	January 8, 2024
Projected Completion Date:	December 9, 2024

Contact:

Milo Ebrahimi, P.E., District Engineer
Midway City Sanitary District
14451 Cedarwood Street
Westminster, CA 92683
(714) 893-3553

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I. INTRODUCTION.

The Midway City Sanitary District (“District”) is requesting Proposals from qualified firms (“Contractor” or “Proposer”) to assist the District in its 2024 Sewer Mains CCTV Video Inspection and Cleaning project ("Project").

A. Background.

The District is a California special district organized in 1939 under the Sanitary District Act of 1923 (Health & Safety Code §§ 6400 et seq.) to serve the citizens and businesses of the City of Westminster and unincorporated community of Midway City, in Orange County. The District's operations are conducted from offices located at 14451 Cedarwood Street, Westminster, CA 92683.

Situated in Orange County, the area of Westminster and Midway City is a large and diverse community. As a service district, the District supplies sanitary sewer services and maintains approximately 174 miles of gravity sewer lines that transport 13 million gallons a day to treatment facilities for 103,000 residents.

B. Purpose of the Request.

The District desires to obtain the services of a Contractor to perform closed caption television (CCTV) video inspection and cleaning services to its gravity sewer lines. The Contractor will provide the full range of services including sewer main cleaning, sewer and manhole video inspection, and will provide a report describing the condition of the District’s sewer facilities.

II. SCOPE OF SERVICES.

The attached Exhibit A contains a list of major work tasks that should be accomplished as part of the scope of work. Proposers are asked to define the approach and the specific scope of work and methodology to achieve the objectives presented in this RFP. Proposers should include a refined scope of work by developing a detailed description of all project tasks and any changes, additions or recommendations proposed. The description of each project task should include specification of the task itself, the methodology or analytical process, scheduling, personnel, and costs. If you have any questions, please contact:

Milo Ebrahimi, P.E., District Engineer
Midway City Sanitary District
14451 Cedarwood Street
Westminster, CA 92683
(714) 893-3553

III. PROPOSAL FORMAT.

All proposals shall include the following minimum information:

A. Approach.

A short discussion of the intended approach to the Project that demonstrates the proposer's understanding of the issues and tasks and the proposer's ability to address them.

B. Description of Firm, Management and Team Members.

A description of the proposer, its proposed team, and a work plan that identifies the personnel to be assigned to each task. The proposer's description should clearly identify who will be the project manager and the day to day contact person for the job. The proposal must identify the legal name, address, telephone number, and primary contact for each business entity that will provide services for the Project. The proposal shall expressly indicate if it is a joint proposal by more than one business entity. If a proposer intends to subcontract any of the work for the Project, the proposal shall identify and describe the qualifications of each subcontractor proposed to be used. The proposer(s) shall demonstrate that each business entity proposed to provide work for the Project is authorized to do business in the State of California, the County of Orange, and the City of Westminster. For any business entity that is organized as a corporation, limited liability company, or other entity under the laws of another state, the proposal shall include evidence that such business entity is properly registered with the California Secretary of State.

C. Qualifications.

Provide an outline of the proposer's qualifications indicating minimum five years relevant background experience and capabilities for this Project. A list of major projects, both ongoing and planned, to which the proposer is committed during the time frame of this Project should also be provided. Include the staff resources devoted to those projects and the status of the projects.

D. Scope of Work.

The proposal should contain a description of each work task with an explanation of how the proposer plans to approach the tasks and the steps that will be taken to complete the tasks including analytical methods and tools. Proposers must demonstrate that they understand the magnitude and importance of each individual task. Tasks should be organized into phases constituting measurable deliverables.

E. Proposed Project Schedule.

Time is of the essence for this Project. The proposal shall include a schedule to undertake and complete the work program. The project is anticipated to start by **January 8, 2024** and be completed by **December 9, 2024**. The proposed schedule shall include a time period for completion of any cleaning and inspection of sewers and manholes in excess of the estimated unit quantities stated herein. Failure to complete the Project on schedule will subject the

Contractor to the payment of liquidated damages, as described in the Sample Agreement (Exhibit B).

F. Proposed Pricing.

All proposers must complete the Price Proposal Form included in Exhibit C. Proposers must indicate a unit price for each item listed in the Price Proposal Form. The unit price shall be inclusive of all contractor costs to provide the services, as described in Exhibit A. Unit quantities listed are best estimates. Contractor will be compensated based on actual unit quantities cleaned and inspected. The stated unit prices shall apply to up to one hundred twenty percent (120%) of the unit quantity for any item. Unit Prices quoted must be binding for a minimum of 90 days and the term of the Agreement.

G. References, Related Experience and Examples of Work.

Include client references with phone numbers for relevant work. Specify the client, location, proposer's members and participating individuals and role on the team (principal, project director, etc.), type of work, implementation results or status, examples of work, and other relevant information as needed.

IV. APPLICABLE LAWS AND PREVAILING WAGES.

A. Laws To Be Observed.

The Contractor shall keep itself fully informed of all existing and future federal, state and local laws which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the Project.

B. Prevailing Wages.

The District has determined that the Project requires work of labor categories which are subject to Prevailing Wage Laws identified in the State of California Labor Code. The selected Contractor shall be aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" projects. Specific requirements of the Prevailing Wage laws that Contractor will be expected to comply with are listed in the proposed Agreement at Exhibit "B"

C. Licensing.

Before submitting proposals, proposers shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professional Code of the State of California.

V. SELECTION PROCESS.

A. Evaluation.

All proposals received by the due date will be evaluated by the District's General Manager and assigned staff and/or consultants, and the General Manager will make a recommendation to the District's Board of Directors based on this evaluation. Only information which is received in response to the RFP or via any subsequent interview will be evaluated. The District will evaluate the responses of each proposer in several critical areas. Selected proposers may be invited to an oral interview.

B. Selection Criteria.

The District will select the most qualified proposal based on the following factors. Responses to the RFP should address the qualities and indicators that are listed below:

1. Per Unit Pricing and Cost.
2. Ability of the proposer to design an approach and work plan to meet the Project requirements, which will include an assessment of the overall quality of the proposal. Qualities and indicators that will receive consideration include:
 - The proposer's performance in converting the Scope of Services into a work plan;
 - The detail and clarity of the discussion as to the proposer's approach to undertaking the Project;
 - The proposer's performance in identifying any special problems or concerns which may be associated with the Project and preliminary ideas about how these obstacles should be addressed;
 - The inclusion of any unique approaches which are designed to save time and money or increase the benefits or effectiveness of the proposed work; and
 - The demonstrated ability to work with governmental bodies and a full understanding of applicable laws or regulations that relate to the Project.
3. Ability of the Proposer to carry out and manage the Project, which includes an assessment of the past experience of the proposer in general. Qualities and indicators that will receive consideration include:
 - The number and types of projects the proposer or its employees have completed;
 - The variety of projects completed and a demonstration of the proposer's ability to undertake this Project;
 - The general level of experience in the areas of supervision, observing and monitoring projects;
 - The proposer's ability to realize timetables and quality control objectives; and

- The demonstrated general ability to bring about a successful completion of the projects under the proposer's direction.
4. Capabilities of the proposer and/or its proposed team, which includes an assessment of the capabilities of the proposer and individuals that will be engaged in the Project. Qualities and indicators that will receive consideration include:
 - What professionals will be doing/working on each task;
 - The various professional, technical, and educational achievements and registrations of each firm and individuals involved;
 - The applicable experience of the proposed assigned staff and the specific experience gained on similar projects.
 5. Current Workload of the proposer, which includes an assessment of the perceived ability of the proposer to devote the necessary human resources and management attention to the Project. Qualities and indicators that will receive consideration include:
 - The number and size of the projects presently being performed by the proposer and the assigned staff;
 - The status of existing projects;
 - The past ability of the proposer to deliver projects on a timely basis; and
 - The nature of existing projects that are behind schedule or past the completion date.
 6. Proximity of the proposer to the Project site. The application of this criteria will include an assessment of the following:
 - The proposer's geographic proximity to the Project site;
 - The location of the office from which the Project will be administered;
 - The perceived response time and general availability of the proposer's management to be on site;
 - The perceived effect that Project management location will have on price and the ability of the Project to be expedited on a timely basis; and
 - The availability of special travel or communication plans which would effectively mitigate difficulties associated with location.
 7. Willingness to comply with the proposed Agreement terms. A sample Agreement is attached in Exhibit B. Proposals will be rated based on the exceptions taken to the proposed Agreement.

C. Proposed Selection and Project Schedule.

Pre-Proposal Meeting: **December 4, 2023, at 10:00 a.m.**

Proposal Due Date: December 7, 2023, at 3:00 p.m.
Award of Agreement: December 19, 2023
Projected Start Date: January 8, 2024
Projected Completion Date: December 9, 2024

D. Award of Contract.

It is anticipated that any award of an agreement for services will be made by the District Board at its December 19, 2023 regular meeting.

VI. PROPOSAL DUE DATE AND DELIVERY

Proposals shall be prepared according to the instructions contained in this RFP, including any addenda hereto published by the District. Proposals must be delivered by mail, courier, express or by hand to the District at its offices at:

Midway City Sanitary District
Attention: District Engineer
14451 Cedarwood Street
Westminster, CA 92683

by 3:00, p.m., prevailing time, on or before December 7, 2023, at 3:00 p.m.

All copies received by that time will be date and time stamped. Proposals will not be accepted after this time.

VII. GENERAL CONDITIONS OF THE RFP.

A. General Conditions.

The District reserves the right to cancel or reject all or a portion or portions of the RFP without notice. Further, the District makes no representations that it will enter into an Agreement with any proposer submitting a proposal. The District reserves the right to reject any and all proposals submitted in response to this request or any addenda thereto, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional proposals and to reject the proposal of any proposer that the District believes would not be in the best interest to hire. The District also reserves the right to reject any subcontractor or individual working on a proposed team and to replace them with a mutually acceptable replacement.

Upon receipt by the District, proposals are considered a public record and subject to disclosure under the Public Records Act, including within such information, without limitation, personal identification information such as social security numbers, bank account numbers, and drivers' license numbers. Further, after the award of the Contract by the District, whether or not a proposer is the successful Contractor, all material in proposals received by the District shall be subject to the right of the public to inspect and to obtain copies. The District shall retain all

proposals submitted in response to this RFP for as long as the District is required to do so under the law.

In submitting a proposal, each proposer agrees that the District may reveal any trade secret materials contained in such response to all District staff and District officials involved in the selection process, and to any outside consultant or other third parties who are hired or appointed by the District to assist in the evaluation process.

Each proposer may designate specified information as a trade secret and confidential and agrees to indemnify and hold harmless the District and each of its officers, employees, and agents from all liability, damages and expenses, including reasonable attorneys' fees, incurred by any of them in connection with the District's refusal to disclose any material that the proposer has so designated. Any Consultant that designates its entire proposal as a trade secret will be disqualified.

Any changes to the proposal requirements will be made by written addendum.

The District reserves the right to waive any and all defects or informalities in any proposal.

It shall be the responsibility of each proposer before submitting a proposal:

- To examine thoroughly the requirements of this RFP;
- To visit the District to become familiar with and satisfy the proposer as to the general, local, and site conditions, and has obtained any additional or supplementary examinations, investigations, explorations, tests, or other studies concerning conditions at the District;
- To study and carefully correlate proposer's knowledge with this RFP and such other related data; and
- To promptly notify the District of all conflicts, errors, ambiguities or discrepancies that proposer has discovered in this RFP.

B. Liability of Costs and Responsibility.

The District assumes no liability for any cost incurred by proposers responding to this RFP or in responding to any further requests for interviews, or additional information, prior to the issuance of the Contract. All costs shall be borne by the person or firm responding to the request. Proposers responding to the request shall hold the District harmless from any and all liability, claim or expense whatsoever incurred by or on behalf of that person or firm. All submitted material becomes the property of the District.

The selected Contractor will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their firm. The Contractor will be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

C. Validity.

Proposers agree to be bound by their proposals for a period of ninety (90) days commencing on **December 7, 2023**, during which time the District may request clarification or correction of the proposal for the purpose of evaluation. Amendments or clarifications shall not affect the remainder of the proposal, but only that portion so amended or clarified.

D. Standard Agreement Terms.

The selected Contractor will be required to enter into the District’s standard Agreement, a copy of which has been provided in Exhibit B. Each proposer shall assume that the execution of this Agreement, without changes, will be a required condition unless proposed modifications are requested at the time of submittal of the proposal and then accepted by the District. If a proposer wishes to take exception to any of the terms and conditions contained in the Agreement, these should be identified specifically; otherwise it will be assumed that the proposer is willing to enter into the Agreement as it is written. Failure to identify contractual issues of dispute can later be the basis for the District disqualifying a proposer. Any exceptions to terms, conditions, or other requirements must be clearly stated. Otherwise, the District will consider that all items offered are in strict compliance with the RFP, and the successful proposer will be responsible for compliance. The District will consider such exceptions as part of the evaluation process which may constitute grounds for rejection of the proposal. The Agreement will not be executed by the District without first being signed by the proposer.

E. Permits.

The Contractor and all of its subcontractors, at its and/or their sole expense, shall obtain and maintain during the term of the Agreement, all appropriate permits required in connection with the performance of the Project.

The required permits include:

1. Traffic control plans, encroachment permits and/or business licenses are required from the City of Westminster and County of Orange for this Project.
2. The Contractor shall provide the necessary water for this task. The Contractor shall obtain a temporary water meter and permit from the City of Westminster and/or County of Orange if required or make necessary water provisions for this Project. Use of property owner's water for sewer cleaning is not permitted.
3. Confined Space Permit is required from the District for entering into any District’s manholes. Confined space procedures will be provided with the permit.
4. Any other permit which is required by the local agency and the local jurisdiction.

F. Licenses and Certificates.

The Contractor and all of its subcontractors, at its and/or their sole expense, shall obtain and maintain during the term of the Contract, all appropriate licenses and certificates required in connection with the performance of the Project.

The required Licenses and Certificates include:

1. NASSCO's Pipeline Assessment Certification Program (PACP) and Manhole Assessment Certification Program (MACP) are the trusted sources for proper and consistent assessment condition coding of pipelines and manholes.
2. General contractor license A, C36, or C42.
3. Any other Licenses and Certificates which is required by the local agency and the local jurisdiction.

G. Oral and Written Explanations.

The District will not be bound by oral explanations or instructions given at any time during the review process or after the award. Oral explanations given during the review process and after award become binding when confirmed in writing by an authorized District official.

Written responses to question(s) asked by one proposer will be provided to all proposers who received the Request for Proposals.

H. Proposer's Representative.

The person signing the proposal must be a legal representative of the firm authorized to bind the proposer to an agreement in the event of the award.

I. Insurance.

General Liability, Automobile, and Worker's compensation insurance are required in the amount set forth in the attached sample Contract.

J. Bonds.

The Contractor shall furnish the following bonds in a form and from a bonding company acceptable to the District's General Counsel:

- Faithful Performance: A bond in the amount of 100% of the total contract price guaranteeing the faithful performance of this Agreement, and
- Labor and Materials: A bond for labor and materials in the amount of 100% of the total contract price.

J. Spill Prevention and Clean Up.

Spill prevention and clean up shall be performed based on instructions and guidelines by Orange County Public Works Standards that can be found at:

<https://ocerws.ocpublicworks.com/sites/ocpwocerws/files/import/data/files/10193.pdf>

In case of observation of Sewer System Overflow (SSO), please call District's emergency numbers: 714-310-9004 or 714-310-8654.

VIII. Exhibits.

- A. Scope of Work
- B. Sample Agreement
- C. Price Proposal Form
- D. Main Sewer Line and Manhole Location Maps

EXHIBIT A - SCOPE OF WORK

A. General Procedures.

The Contractor shall perform CCTV video inspection of sewer main and manholes, and cleaning services to the sewer mains only within the District sewer system. It is anticipated that the Project will include approximately 174 miles of CCTV video inspection and cleaning and inspection of 3001 manholes. The Contractor will determine the maintenance and structural deficiencies of the sewer mains and manholes in accordance with the PACP and MACP rating system accordingly.

The Contractor shall comply with the detailed CCTV Inspection and cleaning Services requirements below. The scope of work includes, but is not limited to, the following:

1. Sewer Main Cleaning.

Sewer cleaning shall include removal of foreign material and objects from the sewer line to permit for its video inspection. The Contractor shall take all necessary measures not to damage the sewer lines as a result of the cleaning. Low pressure hydraulic cleaning equipment used shall be of a movable dam type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operations to protect against flooding of the sewer. The movable dam shall be equal in diameter to the pipe being cleaned and shall provide a flexible scraper around the outer periphery to insure removal of grease. If sewer cleaning balls or other equipment which cannot be collapsed is used, special precautions to prevent flooding of the sewers and public or private property shall be taken. The equipment shall have a selection of two or more high velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned. The equipment shall carry its own water tank, auxiliary engines, pumps, and hydraulically driven hose reel.

Mechanically powered (Bucket machines) equipment shall be in pairs with sufficient power to perform the work in an efficient manner. Machines shall be belt operated or have an overload device. Machines with direct drive that could cause damage to the pipe will not be allowed. A power rodding machine shall be either a sectional or continuous rod type capable of holding a minimum of 750 feet of rod. The rod shall be specifically heat-treated steel. To insure safe operation, the machine shall be fully enclosed and have an automatic safety clutch or relief valve.

The designated sewer line sections shall be cleaned using hydraulically propelled, high velocity jet, or mechanically powered equipment. Selection of equipment used shall be based on the conditions of lines at the time the work commences. The equipment and methods selected shall be satisfactory to the District. The equipment shall be capable of removing roots, dirt, grease, rocks, sand, and other materials and obstructions from the sewer lines. If cleaning of entire section cannot be successfully performed from one manhole, the equipment shall be set upon the other manhole and cleaning again attempted.

During sewer cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools (which depend upon water pressure to provide their cleaning force) or tools which retard the flow in the sewer line are used, precautions shall be taken to ensure that the water pressure created does not damage or cause flooding of public or private property being served by the sewer. When possible, the flow of sewage in the sewer shall be utilized to provide the necessary pressure for hydraulic cleaning devices. When additional water from fire hydrants is necessary to avoid delay in normal work procedures, the water shall be conserved and not used unnecessarily. No fire hydrant shall be obstructed in case of a fire in the area served by the hydrant.

The Contractor shall provide the necessary water for this task. The Contractor shall obtain a temporary water meter and permit from the City of Westminster and/or County of Orange if required or make necessary water provisions for this Project. Use of property owner's water for sewer cleaning is not permitted.

The Contractor is responsible for removing debris from the site and for any damage or clean-up on private property caused by negligent sewer cleaning operations.

Roots should not be removed during the cleaning process as much as possible to ensure roots will be recorded in the video inspection. All related work shall be included in various items and shall not be considered for additional payment.

Protruding Taps shall not be removed, and shall remain in place.

Acceptance of Sanitary Sewer line cleaning shall be made upon demonstration, through the television inspection, that the line has been thoroughly cleaned. Payment for sanitary sewer cleaning shall be included in Contractor's unit price for television inspection. No additional compensation shall be made.

2. Sewer Main Video Inspection.

Sewer main video inspection shall include producing and logging of the sewer main video inspection as specified in the following paragraphs.

All pipeline inspections shall be conducted utilizing National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) Standards and NASSCO certified software. All CCTV operators shall be certified through the NASSCO program.

The Contractor shall utilize the District's GIS to pre-populate the session data. Pipe and Manhole ID's shall be used for each section of pipe. Pipe sizes provided in GIS shall be verified by Contractor during inspections.

The location of all laterals and defects, as defined in the PACP guidelines shall be documented. The recorded digital files shall include a narrative description of all observations made by the observer and shall be included in the log.

The initial text screen for each pipe reach shall be identified with text and voice recording including the following:

1. Midway City Sanitary District and Contract No.
2. Date
3. Time
4. Contractor's name and number
5. Surveyor's name
6. Street name
7. Pipe ID
8. Upstream manhole ID
9. Downstream manhole ID
10. Inspection direction
11. Pipe size
12. Pipe shape
13. Pipe material

During the CCTV inspection, the running screen shall show the running footage and the following text:

1. MCSD
2. Upstream Manhole ID
3. Downstream Manhole ID
4. Inspection Direction
5. Street Location
6. Pipe Size
7. Pipe Material
8. Date
9. Time

The Contractor shall use a color pan and tilt camera or a side wall scanning (panoramic) camera specifically designed and constructed for sewer inspection. Each sewer to be televised shall be suitably isolated to control flow during the inspection. The Contractor shall provide a recording of the televised sewer inspection, locating each sewer service connection entering the sewer.

Lighting for the pan and tilt camera or side wall scanning camera shall provide a clear picture of the entire periphery of the existing sewer.

The pan and tilt camera shall pause, pan, and visually inspect all service connections, pipe ends, and maintenance or structural defects. If utilizing a camera with side wall scanning capabilities, pausing and panning of each lateral is not necessary during the inspection if the image clearly depicts the inside of the lateral for post processing. If a blockage cannot be removed and hampers the televising of the sewer in one direction then the Contractor shall attempt to complete the section by televising from the other manhole to complete the section; this reversal should

immediately follow the initial direction. The Contractor must immediately report the obstruction to the District.

Side wall scanning inspection systems are imaging cameras that are capable of a continuous 360 degree image capture of the wall of the pipeline being inspected. These systems may have one or multiple cameras to capture the complete interior view of the pipeline. Due to the high resolution of the image quality, the inspections may be conducted at a higher speed than color pan and tilt CCTV method. Once the pipeline inspections are completed, the captured images can be linked with a companion software package that allows for identifying and coding defects and features in the pipeline. Typically these systems provide a fold flat view and a perspective view (typical of CCTV) of the pipeline.

If the image quality is not adequate for post-inspection coding, the Contractor shall be required to repeat the survey at the Contractor's expense.

The Contractor shall perform all CCTV inspections in accordance with NASSCO's Pipeline Assessment Certification Program (PACP). CCTV inspections will be delivered entirely in electronic format. The entire survey shall be recorded in an approved electronic format submitted with electronic links between the data and the video. All television inspection reports shall be with-in +/- two (2) feet of the measured linear footage between manholes along the existing sewer centerline from the start of pipe to end of pipe. All District and PACP required header information must be fully and accurately entered on all CCTV reports. Work not following these specifications may be rejected for payment and the Contractor may be required to re do the work.

The Contractor shall provide a PACP certified operator on site at all times during the entire survey. If video is to be coded separately from the actual recording, both the onsite Operator and the individual performing the PACP coding shall be PACP certified. The Contractor shall provide proof of certification prior to commencement of work, prior to a change in personnel involved in data collection, and as requested by the District.

The Contractor will document and perform an above-ground survey of each manhole, recording along the alignment of the interceptor and surface cover, and a still photo of the exterior of the manhole and surrounding area. The camera will start at the manhole rim in line with the largest diameter outgoing pipe, rotating the camera clockwise until a 360 degree panorama is complete. The camera shall be moved through the line at a moderate rate, stopping when necessary to permit proper documentation of the condition of the sewer line, manhole, lateral wyes and lateral location. In no event will the television camera be pulled at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable, and power rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer line conditions shall be used to move the camera through the sewer line. If, during the inspection operation, the television camera will not pass through the entire sewer, the Contractor shall set up its equipment so that the inspection can be performed from the opposing manhole.

When manually operated winches are used to pull the television camera through the line, telephones or other suitable means of communication shall be set up between the two manholes of the section being inspected to insure good communications between members of the crew.

The importance of accurate distance measurements is emphasized. Measurement for location of defects shall be made by means of a camera-mounted transmitter and aboveground receiver. Marking on the cable, which requires interpolation for depth of the manhole, will not be permitted.

To establish criteria for video picture quality to be maintained throughout the Project, the Contractor shall furnish a thumb drive of a previous sewer inspection that meets these specifications for quality. This thumb drive shall become the property of the District. It will be used as a standard to judge the acceptability of video inspections produced on this Project.

The audio portion of the inspection report, recorded at the time of inspection, shall be intelligible in its entirety. The information contained on the audio recording shall include (1) the location of the sewer, (2) the location of the manholes involved, (3) the direction of travel (4) a description of conditions in the sewer as they are encountered, and (5) the location and entrance condition of service laterals.

Any Red Flag Conditions shall be reported immediately to the District. Red Flag Conditions are things such as root ball or other large obstruction blocking flow path, large hole in pipe or other defect that could lead to a collapsed pipe, collapsed pipes, large offset joint where sewage may be leaving the system, etc.

Any assessments that cannot be inspected from manhole to manhole shall be listed as MSA – Survey Abandoned. If the reason for the MSA is not a cause for a Red Flag Condition, it shall be noted in the inspection report and conveyed to the District. If possible, the Reverse Run shall be completed from the opposite manhole. If the camera fails to reach the same point in the pipe where the initially discovered obstruction is located, the inspection of this reach shall be considered complete and flagged. It should be noted that inspection of the entire sewer reach could not be completed.

If a manhole not listed in the database is found, a new inspection shall be started. The added structures and inspections shall be noted.

3. Manhole Inspection.

Manholes shall be inspected in accordance with the NASSCO standards. The Contractor shall determine the maintenance and structural deficiencies of the manholes in accordance with the MACP rating system.

B. Traffic Control.

For sewer system in the City of Westminster, Traffic control and safety shall conform to the City of Westminster Standards – “Traffic Control General Notes” that can be found at:

<https://www.westminster-ca.gov/departments/public-works/standards>

For sewer system in the unincorporated Midway City area, Traffic control and safety shall conform to Orange County Public Works Standard Plans that can be found at:
<https://ocpublicworks.com/ocpw/oc-public-works-standard-plans>

C. Order of Work.

The Contractor shall coordinate its work with all other workers or utility companies working in the work area designated for CCTV inspection.

Sewer video inspection of each segment of a sewer main shall be done maximum one week after the cleaning of that segment. If the video inspection of the sewer line was not done within the next one week after the cleaning day, new line cleaning shall be performed for the same segment at no extra cost to the District before the video inspection.

D. Sewer Mains and Manholes to be Inspected.

All sewer mains and manholes shall be visually inspected by means of CCTV and video. The inspections shall be done one sewer section at a time. Flows shall be controlled as specified herein while the inspection work is in progress. Sewer line and manhole location maps will be provided only by request to District.

E. Submittals.

To establish criteria for video picture quality to be maintained throughout the Project, the Contractor shall furnish a thumb drive of a previous sewer inspection that meets the specifications for quality. This thumb drive shall become the property of the District. It will be used as a standard to judge the acceptability of video inspections produced on this Project.

The Contractor shall deliver monthly video inspections and logs on a thumb drive or on an external hard drive concurrent with invoice submittal.

The Contractor shall furnish one color video recording, with target, for each section of sewer inspected, and JPEG files of all photographs taken during the inspection. The videos shall show the date the work was performed and the location of the entry manhole. Videos shall indicate cumulative footage from the entry manhole, as verified by the camera-mounted transmitter and receiver.

The Contractor shall furnish a report and high resolution photos indicating the location of all laterals and connections encountered, the location of any breaks, obstructions, offsets, high points, sags or other major defects, and the condition of manholes. All reports shall be neatly typed. Photos, thumb drives, hard drives, reports and all related work shall be included in various items and shall not be considered for additional payment.

The Contractor shall deliver an external hard drive that contains comprehensive NASSCO Data including the following:

1. Standard PACP Exchange database
2. All video inspections and photographs
3. Plots of each pipe inspected with the defects shown with distance in the pipe
4. Observation reports with images
5. List of all Red Flag Conditions found in the system
6. List of all incomplete inspections with reasons for not completing them
7. List of all areas where roots were removed
8. Copy of "viewer" program in support of the software used

The video files shall be standard MPEG/JPEG format. If the District approves a different electronic file format to allow for a higher resolution video or photo file, the Contractor shall also deliver a "viewer" program and support of the software used.

F. Safety.

The Contractor shall have a documented safety program in place that meets all applicable occupational safety and health standard, rules, regulations and orders established by the State of California. Site Safety Plan and all related work shall be included in various items and shall not be considered for additional payment. This document shall be submitted to District before beginning of the project.

G. Experience.

The Contractor shall have a minimum of five years experience in the television inspection of sanitary sewers. The thumb drive and/or video files shall be reviewed by a person having a minimum of five years experience in evaluating and repairing problems in sanitary sewer mains.

H. Flow Control.

When sewer line depth of flow at the upstream manhole of the section being inspected is above the maximum allowable depth shown below, the flow shall be reduced by operation of pump stations, plugging or blocking of the flow, or by pumping and bypassing of the flow. Reducing depth of flow and all related work shall be included in various items and shall not be considered for additional payment.

1. Allowable Depth of Flow.

Depth of the flow shall not exceed 5% of pipe diameter or depth where camera is not submerged, whichever is smaller, as measured in the manhole when performing CCTV inspection.

2. Plugging or Blocking and Pumping.

During video inspection, flow shall be reduced to the limits specified herein. When sewer flow control is required, the Contractor shall furnish, install, and operate pumps, plugs, conduits, and other equipment to divert the flow of sewage around the pipeline reach in which work is to be performed.

A sewer plug shall be so designed that all or any portion of the sewage can be released. The plug shall be provided with a tag line. A plug shall be inserted into the line upstream of the section being inspected.

The pumping system shall be of sufficient capacity to handle existing flow plus additional flow that may occur during a rainstorm. If pumping is required on a 24-hour basis, engines shall be equipped in a manner to keep noise to a minimum. Standby pumps shall be provided as required. Pumping shall be done by the Contractor in such manner as it will not damage public or private property or create a nuisance or health menace. The pumped sewage shall be in an enclosed hose or pipe and shall be reinserted into the sanitary sewer system.

Sewage shall not be allowed to free flow in gutters, streets, or over sidewalks, etc. Nor shall any sewage be allowed to flow into the storm inlets or conduits. After the work has been completed, flow shall be restored to normal.

Plugging or blocking and all related work shall be included in various items and shall not be considered for additional payment.

3. Flow Control Precautions.

When flow in a sewer is plugged, blocked, or bypassed, precautions shall be taken to protect all sewers from damage that might result from sewer surcharging. Precautions shall also be taken to insure that flow control operations do not cause flooding or damage to public or private property being served by the sewers involved.

I. Measurement and Payment.

Payment for the work, as further specified herein, shall include all compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, mobilization, and incidentals appurtenant to the work being described, as necessary to complete the various items of the work specified, including Occupational Safety and Health Administration requirements for any item that is not specifically set forth in the proposal, and the costs therefor shall be included in the prices named in the various bid items for the work.

The following items of work will not be measured for payment but the cost thereof will be included in the prices named in the various bid items for the work:

1. Data entry, computerized equipment, software, and hardware to submit the required electronic submittals.
2. Completion of all electronic forms.
3. Photographic equipment and supplies used to show sewer pipe and manhole defects.
4. Bypass pumping and flow control where required by the Contractor to perform his or her work.
5. Demobilization and mobilization.
6. Updates to the schedule as required by the District.
7. Right of entry access to private property.

8. Dye testing of service connections in order to meet the CCTV specification.

Payment for maintenance of traffic and detour barriers and for conforming to all of the provisions of these specifications shall be considered to be included in the price for the various bid items for various items of work wherein maintenance or traffic and detours is required and no additional allowance will be made therefor.

In cases where the sewer is entirely cleaned and inspected manhole-to-manhole, payments for cleaning and CCTV inspection of sewer mains will be based on the measured linear footage between manholes along the existing sewer centerline from manhole wall to manhole wall at the agreed upon unit price .

All invoicing will be by sewer segment, and payment and will be made when all punch list items and rework are completed for each Sewer Segment.

The payment for Inspection of District's manholes will be based on the inspection, photo and video footage of each manhole at the agreed upon unit price.

J. Contractor's CCTV Inspection Services Standard Operating Procedures.

In order to assure that all Project sewer pipes are thoroughly cleaned and inspected, and that a usable, quality product is delivered to the District, the following standard operating procedures are to be followed by the Contractor at all times during this Project. If any of the procedures and guidelines is unclear or ambiguous, the Contractor is to seek guidance from the District before proceeding.

1. CCTV Software.

The Contractor shall use a digital CCTV data acquisition software program for collection of the CCTV data. If the program does not save the video file in standard MPEG format, the program shall include a "viewer" program, which allows concurrent viewing of the CCTV data and video. The aforementioned viewer program shall be provided to the District at no cost. CCTV observations shall be recorded using NAASCO PACP and MACP standards. CCTV reports shall be provided in PDF format.

2. District's Review of CCTV Submittals.

Concurrent to the submission of a monthly invoice by the Contractor, the Contractor shall provide quality control of submitted work product, and submit copies of video, digital data, and image findings in a format specified by the District. The District will perform a Quality Assurance review and no payment shall be made for the submitted work until the District reviews and approves submitted videos and quantities of estimated linear foot of sewer line videotaped.

The District shall confirm or reject the condition assessment results submitted by the Contractor within two weeks of the submission. The District will return work in need of correction or rework to the Contractor on a bi-weekly basis.

The Contractor agrees to abide by the submission guidelines for electronic data, reports, and standard of quality set forth by the District. The decision of the District Engineer shall be final except in cases where all District guidelines are met and the interpretation of acceptance is subjective.

3. Approval Guidelines.

The District will base its review of the submitted work product upon the following submission guidelines:

- a. All submittals rejected by the District shall not be considered for payment and shall be redone by the Contractor. All hardships or irregularities during video inspection must be thoroughly, clearly and properly documented with photographs and comments in order for a pipe to be considered "Uninspectable".
- b. The proper videotaping procedures must be followed as outlined below under the section Videotaping Procedures and STOP locations. All submittals with premature or improper STOP procedures will be rejected.
- c. The clarity of the video inspection shall be in a quality wherein the condition of the pipe may be visually confirmed by the District with no obstruction or excessive wastewater flows. If the District cannot positively confirm the condition of the pipe due to poor video quality, pipe flow or obstruction, then the submittal may be rejected by the District if:
 - The pipe was improperly cleaned, or exhaustion of approved cleaning methods was not properly documented.
 - The pipe flow was not stopped or controlled as per the specifications.

4. Videotaping Procedures and "STOP" Locations.

Payment shall be at the unit price bid as noted in the specifications from the start manhole structure to the end manhole structure, or from the start manhole to a STOP location.

All video inspections submitted by the Contractor shall proceed only as detailed by the specific situations outlined below:

- a. 1st condition - Ideally the video inspection shall proceed from the start manhole structure to the end manhole structure without obstruction, blockages, or interference from excessive wastewater flows. Inspections shall proceed from upstream to downstream unless access into the upstream structure is prevented or the inspection is a reverse setup.

- b. 2nd condition - If a STOP location is encountered before reaching the end manhole structure, then:
 - 1. All STOP locations shall be confirmed by video imaging from the start of the run (first manhole structure) to the point of the STOP causing event. Include appropriate observation coding and clear concise comments in the report documenting the reason for the STOP event.
 - 2. Any STOP event shall be followed with a REVERSE SETUP from the opposite end of the line segment.
 - 3. If the reverse video inspection can proceed from the end manhole structure to the point of the initial STOP causing event, then the video inspection shall be considered complete.
- c. 3rd Condition - Proceeding from the REVERSE SETUP as outlined in the 2nd Condition above, if a second STOP location is found before reaching the initial STOP point during the cleaning procedure, its presence shall be confirmed by video imaging from the start of the REVERSE SETUP run to the point of the STOP causing event. Include appropriate observation coding and clear concise comments in the report documenting the reason for the STOP event.

5. No Payment and Rejection for Partially Completed Work.

The District will not pay and will reject partially completed work in the following situations:

- a. Line cleaning and incomplete inspection work is submitted without a picture and thorough, clear and concise description of the STOP event.
- b. A REVERSE SETUP and camera run is not attempted after a STOP is recorded and when access by the camera at the opposite end of the selected line segment was feasible.
 - 1. Where REVERSE SETUPS are attempted but unsuccessful, thorough documentation with videos, pictures and comments must be provided in order for the area to be considered "Uninspectable".
 - 2. In any instance where the feasibility or acceptability of a REVERSE SETUP or STOP event is in question, the Contractor shall contact the District. The District shall have the final decision in such matters.
- c. There is the presence of excessive wastewater in the line as described in these specifications.
- d. In any instance where the District rejects the work or if it is determined by the District that the Contractor failed to follow the standard operating procedures.

K. Work Hours.

The Contractor must complete all work such that no homeowner is without sewer service, unless otherwise directed by the District. Local noise ordinances or agencies having control over roadway closures may control starting or stopping operations. Prior to starting operations, the Contractor shall advise the District of the restrictions imposed by the local agencies.

The workdays are Monday to Friday, and the workhours are from 7 am to 7 pm. local time. Local restrictions imposed by the local agencies supersede the workdays and the workhours. No work will be allowed on weekends or holidays except at the discretion of the District.

L. Decrease/Increase in Service And Stop Work Due To Inclement Weather.

The unit quantities set forth in this Request for Proposals are best estimates, and the actual unit quantities may differ from those set forth in the Request for Proposals. This Request for Proposals and the ultimate Agreement do not guarantee a specific amount of work or lump sum payment. In the event the actual unit quantity for any item exceeds the unit quantity stated in the Request for Proposals, the Contractor will be required to notify and obtain approval of the District prior to proceeding to perform cleaning and inspection services with respect to such additional unit quantities. Upon receipt of written authorization from the District, the Contractor will be required to provide cleaning and inspection services at the agreed upon unit prices with respect to up to one hundred twenty percent (120%) of the unit quantity set forth in the Request for Proposals for any item.

The District further reserves the right to suspend or stop the performance of any or all of the work under the Agreement due to inclement weather conditions.

EXHIBIT B – SAMPLE CONTRACT

PROFESSIONAL SERVICES AGREEMENT FOR THE 2024 SEWER MAINS CCTV VIDEO INSPECTION AND CLEANING

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter “Agreement”) is made this ____ day of _____ 2023, by the MIDWAY CITY SANITARY DISTRICT, a public entity (hereinafter referred to as ”DISTRICT”) and [NAME OF CONTRACTOR], a [TYPE OF ENTITY AND STATE OF ORGANIZATION], (hereinafter referred to as “CONTRACTOR”). DISTRICT and CONTRACTOR are sometimes hereinafter individually referred to as “Party” and are hereinafter collectively referred to as the “Parties.”

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Midway City Sanitary District Board authorization dated _____, 2023.
2. DISTRICT has determined there is a need to retain the professional services of a qualified company to provide cleaning and CCTV video inspection of DISTRICT’s gravity sewer mains and manholes (the “Project”) in accordance with the Request for Proposals for the 2024 MCSD Sewer System CCTV Video Inspection and Cleaning Project, dated November 7, 2023 (hereinafter referred to as the “Request for Proposals”) prepared by DISTRICT.
3. In response to the Request for Proposals, CONTRACTOR has submitted to DISTRICT a proposal, dated [DATE], to provide DISTRICT with professional CCTV video inspection and cleaning services (the “Proposal”).
4. CONTRACTOR represents and maintains that it is uniquely qualified by virtue of its experience, training, education, reputation, and technical expertise to provide the professional CCTV video inspection and cleaning services to DISTRICT for the Project and has agreed to provide such services as provided herein. DISTRICT does not have the personnel, training, certification, or specialized technical expertise necessary to perform the work and services contracted for herein.
- .5 DISTRICT desires to retain CONTRACTOR to provide such professional CCTV video inspection and cleaning services for the Project.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Term and Termination. This Agreement shall cover services rendered from the full execution of this Agreement through completion of the tasks outlined in the Request for

Proposals and CONTRACTOR's Proposal, unless earlier terminated by DISTRICT. This Agreement may be terminated by DISTRICT without cause upon thirty (30) days written notice. In such event, the DISTRICT will compensate CONTRACTOR for work performed to date in accordance with Section 3.4 of this Agreement. CONTRACTOR is required to present evidence to support performed work completion. CONTRACTOR is required to present evidence to support performed work completion.

2. Services to be Provided.

2.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, CONTRACTOR agrees to provide and perform professional cleaning and CCTV video inspection of DISTRICT's gravity sewer mains and manholes for the Project as set forth in (a) the Proposal, which is attached hereto as Exhibit "A" and incorporated herein by reference, and (b) the Scope of Work included in the Request for Proposals, which is attached hereto as Exhibit "B" and incorporated herein by reference (hereinafter referred to as the "Scope of Services," the "Services" or "Work"). As a material inducement to DISTRICT entering into this Agreement, CONTRACTOR acknowledges and understands that the Services and Work contracted for under this Agreement require specialized skills and abilities and that, consistent with this understanding, CONTRACTOR's Services and Work shall be performed in a skillful and competent manner and shall be held to a standard of quality and workmanship prevalent in the industry for such Services and Work and with the standards recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR represents and warrants that it is skilled in the professional discipline necessary to perform the Services and Work and that it holds the necessary skills and abilities to satisfy the standard of work as set forth in this Agreement. CONTRACTOR represents and warrants that it and all of its employees, subconsultants and subcontractors providing any Work or Services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of DISTRICT. The Proposal, the Request for Proposals, and this Agreement do not guarantee any specific amount of work.

2.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) CONTRACTOR's Proposal submitted to DISTRICT; and the Scope of Work included in the Request for Proposals, which shall collectively be referred to collectively hereinafter as the "Contract Documents." The CONTRACTOR's Proposal is attached hereto as Exhibit "A" and is hereby incorporated by reference and made a part of this Agreement. The Scope of Work included in the Request for Proposals is attached hereto as Exhibit "B" and is hereby incorporated by reference and made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; (2nd) the provisions of the Consultant's Proposal (Exhibit "A"); and (3rd) the provisions of Scope of Work.

2.3 Compliance with Law. CONTRACTOR shall comply at all times during the term of this Agreement with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government, including without limitation all applicable fair labor standards and Cal/OSHA requirements. CONTRACTOR shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If CONTRACTOR performs any Work or Services in violation of such laws, rules, and regulations, CONTRACTOR shall be solely responsible for all penalties and costs arising therefrom. CONTRACTOR shall defend, indemnify, and hold DISTRICT, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

2.4 Licenses, Permits, and Fees. Prior to performing any Services or Work hereunder CONTRACTOR shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. CONTRACTOR represents and warrants to DISTRICT that CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for CONTRACTOR to perform the Work and Services under this Agreement. CONTRACTOR shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the CONTRACTOR's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold DISTRICT, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

2.5 Familiarity with Work. By executing this Agreement, CONTRACTOR warrants that: (1) it has thoroughly investigated and considered the Scope of Work or Services to be performed; (2) it has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of attending performance of the Services under this Agreement. If the Services involve work upon any site, CONTRACTOR represents and maintains that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should CONTRACTOR discover any latent or unknown conditions materially differing from those inherent in the Work or as represented by DISTRICT, it shall immediately inform DISTRICT of this and shall not proceed, except at CONTRACTOR's risk, until written instructions are received from DISTRICT.

2.6 Care of Work. CONTRACTOR shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by DISTRICT, except such losses or damages as may be caused by DISTRICT's own negligence.

2.7 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

3. Compensation.

3.1 Amount. For the Services and Work rendered pursuant to this Agreement, CONTRACTOR shall be compensated by DISTRICT for each manhole inspected and each linear foot of sewer cleaned and inspected, as set forth in the Scope of Work (Exhibit "B"), at the unit prices set forth in the Price Proposal Form included within the Proposal (Exhibit "A"). CONTRACTOR acknowledges that the unit quantities set forth in the Request for Proposals are best estimates by DISTRICT and that the actual unit quantities may differ from those set forth in the Request for Proposals. CONTRACTOR shall notify and obtain approval of DISTRICT prior to performing Services with respect to any item in excess of the estimated unit quantity for such item set forth in the Request for Proposals. Upon receipt of written authorization from DISTRICT's General Manager or his or her designee, CONTRACTOR agrees to provide Services at the unit prices set forth in the Proposal with respect to up to one hundred twenty percent (120%) of the unit quantity set forth in the Request for Proposals for any item.

3.2 Payment. For Work or Services under this Agreement, payment shall be made in arrears per invoice for Work completed, subject to the payment provisions set forth in the Scope of Work (Exhibit "B").

3.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by DISTRICT and agreed to by CONTRACTOR, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in CONTRACTOR's profession.

3.4 Termination. DISTRICT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by DISTRICT, then the provisions of paragraph 3 would apply to that portion of the work completed.

3.5 Appropriations. This Agreement is subject to and contingent upon funds being appropriated therefore by the Midway City Sanitary District Board of Directors for each fiscal year covered by the term of this Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to DISTRICT.

4. Insurance requirements.

4.1 Commencement of Work. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the DISTRICT. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the DISTRICT of any material change, cancellation, or termination at least thirty (30) days in advance.

4.2 Workers Compensation Insurance. During the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.

4.3 Insurance Amounts. CONTRACTOR and all subcontractors shall procure and maintain insurance acceptable to DISTRICT. Unless otherwise agreed or waived in writing by DISTRICT's General Manager, CONTRACTOR and all subcontractors shall maintain the following insurance for the duration of this Agreement:

(a) Commercial general liability in an amount of \$2,000,000.00 per occurrence: **claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to DISTRICT and have a Best's Guide Rating of A- Class VII or better, as approved by the DISTRICT.

(b) Automobile liability in an amount of \$1,000,000.00 combined single limit: **claims made and modified occurrence policies are not acceptable**; Insurance companies must be acceptable to DISTRICT and have a Best's Guide Rating of A- Class VII or better, as approved by the DISTRICT.

An **On-Going and Completed Operations Additional Insured Endorsement** for the policy under section 4.3 (a) shall designate DISTRICT, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to DISTRICT proof of insurance and endorsement forms that conform to DISTRICT's requirements, as approved by the DISTRICT.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate DISTRICT, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to DISTRICT proof of insurance and endorsement forms that conform to DISTRICT's requirements, as approved by the DISTRICT.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respect to DISTRICT, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees, agents, and volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR.

5. Non-Liability of Officials and Employees of the District. No official or employee of DISTRICT shall be personally liable to CONTRACTOR in the event of any default or breach by DISTRICT, or for any amount which may become due to CONTRACTOR.

6. Conflict of Interest. No officer or employee of the DISTRICT shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of any state statute or regulation. CONTRACTOR represents and warrants that it has not paid or given and will not pay or give any third party any money or other consideration in exchange for obtaining this Agreement.

7. Covenant Against Discrimination. In connection with its performance under this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. CONTRACTOR shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

8. Independent Contractor.

(a). The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make CONTRACTOR a DISTRICT employee. During the performance of this Agreement, CONTRACTOR and its officers, employees, and agents shall act in an independent capacity and shall not act as DISTRICT officers or employees. CONTRACTOR will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. Neither DISTRICT nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of CONTRACTOR or any of its officers, employees, or agents, except as set forth in this Agreement. CONTRACTOR, its officers, employees or agents, shall not maintain a permanent office or fixed business location at

DISTRICT's offices. DISTRICT shall have no voice in the selection, discharge, supervision, or control of CONTRACTOR's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. CONTRACTOR shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. DISTRICT shall not in any way or for any purpose be deemed to be a partner of CONTRACTOR in its business or otherwise a joint venturer or a member of any joint enterprise with CONTRACTOR.

(b) CONTRACTOR shall not incur or have the power to incur any debt, obligation, or liability against DISTRICT, or bind DISTRICT in any manner.

(c) No DISTRICT benefits shall be available to CONTRACTOR, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to CONTRACTOR as provided for in this Agreement, DISTRICT shall not pay salaries, wages, or other compensation to CONTRACTOR for the performance of any Work or Services under this Agreement. DISTRICT shall not be liable for compensation or indemnification to CONTRACTOR, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the DISTRICT has financial obligations, other than pursuant to Section 3 herein, of any nature relating to salary, taxes, or benefits of CONTRACTOR's officers, employees, representatives, agents, or subconsultants or subcontractors, CONTRACTOR shall defend, indemnify, and hold harmless DISTRICT from and against all such financial obligations.

9. Notices. All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; or (ii) five (5) business days after the date of posting by the United States Post Office if by mail. These addresses shall be used for delivery of service of process.

(CONTRACTOR) _____

(DISTRICT) Midway City Sanitary District
Attention: District Engineer
14451 Cedarwood Street
Westminster, CA 92863

(WITH COPY TO) Midway City Sanitary District
Attention: General Counsel
14451 Cedarwood Street
Westminster, CA 92863

10. Time of Essence; Liquidated Damages. Time is of the essence in the performance of this Agreement. The Parties hereby agree that all Work with respect to the unit quantities set forth in the Request for Proposals is intended to be completed by no later than [DATE]. With respect to all Work with respect to unit quantities in excess of those set forth in the Request for Proposals, the Parties hereby agree that such Work is intended to be completed within the time period(s) set forth in the schedule contained in CONTRACTOR's Proposal. It is agreed by the Parties to the Agreement that in case all the work called for under this Agreement is not completed before or upon the expiration of the time limits set forth herein, damage will be sustained by the DISTRICT, and that it is and will be impracticable to determine the actual damage which the DISTRICT will sustain in the event of and by reason of such delay. It is therefore agreed that the CONTRACTOR will pay to the DISTRICT the sum of five hundred Dollars (\$500) per calendar day for each and every day's delay beyond the time prescribed to complete the Work; and the CONTRACTOR agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the DISTRICT may deduct the amount thereof from any money due or that may become due the CONTRACTOR under this Agreement.

It is further agreed that in case the work called for under this Agreement is not finished and completed in all parts and requirements within the time specified, the DISTRICT shall have the right to extend the time for completion or not, as may seem best to serve the interest of the DISTRICT; and if it decides to extend the time limit for the completion of this Agreement, it shall further have the right to charge the CONTRACTOR, his or her heirs, assigns, or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual costs and overhead expenses which are directly chargeable to this Agreement, and which accrue during the period of such extensions. The CONTRACTOR shall not be assessed with liquidated damages during any delay in the completion of the Work caused by an act of God or of the public enemy, acts of the DISTRICT, fire, flood, epidemic, quarantine restriction, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that the CONTRACTOR shall, within one (1) day from the beginning of such delay, notify the DISTRICT in writing of the causes of delay. The DISTRICT shall ascertain the facts and the extent of the delay, and its findings of the facts thereon shall be final and conclusive.

11. Limitations Upon Subcontracting and Assignment. The experience, knowledge, capability, and reputation of CONTRACTOR, its principals and employees were a substantial inducement for DISTRICT to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of the DISTRICT. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of DISTRICT. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to DISTRICT for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and DISTRICT. All persons engaged in the work will be considered employees of CONTRACTOR. DISTRICT will deal directly with and will make all payments to CONTRACTOR.

12. Indemnification. CONTRACTOR agrees to protect, defend, and hold harmless DISTRICT and its elective or appointive boards, officers, agents, and employees from any and all third party claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for bodily injury or death of any person, or damage to property, or interference with use of property, to the extent caused by negligent acts, errors or omissions or willful misconduct by CONTRACTOR, CONTRACTOR's agents, officers, employees, subcontractors, or independent contractors hired by CONTRACTOR. The exception to CONTRACTOR's responsibility to protect, defend, and hold harmless DISTRICT, is due to the active negligence of DISTRICT, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR.

13. Bonds. CONTRACTOR shall furnish the following bonds in a form and from a bonding company acceptable to the DISTRICT's General Counsel:

(a) Faithful Performance: A bond in the amount of 100% of the total contract price guaranteeing the faithful performance of this Agreement, and

(b) Labor and Materials: A bond for labor and materials in the amount of 100% of the total contract price.

14. Reports.

(a) Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by CONTRACTOR pursuant to or in connection with this Agreement, shall be the exclusive property of DISTRICT. CONTRACTOR shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to District the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of DISTRICT, and all publication rights are reserved to DISTRICT.

(b) All Reports prepared by CONTRACTOR may be used by DISTRICT in execution or implementation of:

- (1) The original Project for which CONTRACTOR was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original Project; and/or
- (4) Other DISTRICT projects as appropriate.

(c) No Report, information or other data given to or prepared or assembled by CONTRACTOR pursuant to this Agreement shall be made available to any individual or firm by CONTRACTOR without prior approval by District.

15. Prevailing wages. DISTRICT has determined that the Work and Services under this Agreement requires work of labor categories which are subject to Prevailing Wage Laws identified in the State of California Labor Code. CONTRACTOR is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. CONTRACTOR agrees to fully comply with all applicable federal and state labor laws (including, without limitation, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, CONTRACTOR shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to defend, indemnify, and hold DISTRICT, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement CONTRACTOR understands and agrees to comply with the following California Labor Code compliance conditions [Labor Code Sections 1720 et seq., 1813, 1860, 1861, 3700]:

15.1 This Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency (“DISTRICT”) and CONTRACTOR agree to be bound by all the provisions thereof as though set forth in full herein.

15.2 CONTRACTOR shall be registered with the Department of Industrial Relations (“DIR”) in accordance with California Labor Code Section 1725.5 and has provided proof of registration to DISTRICT prior to the Effective Date of this Agreement.

15.3 CONTRACTOR agrees to comply with the provisions of California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The applicable prevailing wage determination(s) may be obtained at <https://www.dir.ca.gov/oprl/dprevwagedetermination.htm>, are on file with DISTRICT, and are available to any interested party upon request. A copy of said rates shall be posted at each job site during the Term of this Agreement.

15.4 Pursuant to California Labor Code Section 1771.4, CONTRACTOR’s services are subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post job site notices as prescribed by DIR regulations and furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner in the manner prescribed by California Labor Code Section 1771.4(a)(3) and (c)(2).

15.5 CONTRACTOR shall comply with the provisions of California Labor Code Section 1776 which, among other things, require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as

provided by Section 1776, and (3) inform the DISTRICT of the location of the records. CONTRACTOR is responsible for compliance with Section 1776 by itself and all of its subcontractors.

15.6 CONTRACTOR shall comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that CONTRACTOR is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.

15.7 Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this Agreement, and CONTRACTOR and any subcontractor shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code. CONTRACTOR shall comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. CONTRACTOR shall, as a penalty to DISTRICT, forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Agreement by the CONTRACTOR or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code. (See, e.g., Cal. Labor Code §1815.)

15.8 Pursuant to California Labor Code Sections 1860 and 3700, CONTRACTOR will be required to secure the payment of compensation to its employees. By signing this Agreement, CONTRACTOR hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

15.9 Pursuant to California Labor Code Section 1771.1, CONTRACTOR and any subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the California Public Contract Code, or engage in the performance of any contract for public work on a public works project unless registered with the DIR and qualified to perform public work pursuant to California Labor Code Section 1725.2. It is not a violation of California Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by California Business and Professions Code Section 7029.1 or by California Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. CONTRACTOR shall not perform any work under this Agreement with any subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

16. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

17. Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

18. Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

19. California Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.

20. Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

21. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by DISTRICT and CONTRACTOR.

22. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

23. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

24. Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts, all of which shall constitute the same Agreement, notwithstanding that all parties to this Agreement are not signatory to the same counterpart. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one (1) original document. These counterparts may be transmitted by facsimile or Portable Document Format (PDF), with the originals to be thereafter provided by the Parties. Such facsimiles or electronic copies shall be deemed original signatures.

IN WITNESS THEREOF, these parties have executed this Agreement as of the date first written above.

“DISTRICT”
MIDWAY CITY SANITARY DISTRICT,
a public entity

“CONTRACTOR”
_____,
a _____

By: _____
Robert Housley
General Manager

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

General Counsel
Midway City Sanitary District

By: _____
Name: _____
Title: _____

Tax ID No. _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to District.

**EXHIBIT "A" TO AGREEMENT
CONTRACTOR'S PROPOSAL**

**EXHIBIT “B” TO AGREEMENT
SCOPE OF WORK**

EXHIBIT C - PRICE PROPOSAL FORM

2024 MCSD SEWER SYSTEM CCTV VIDEO INSPECTION AND CLEANING PROJECT

Item No.	Description	Units	Estimated Quantity	Unit Price	Total Estimated Item Price
1	Cleaning and CCTV inspection of all 8-inch gravity sewer mains	LF	857,031	\$	\$
2	Cleaning and CCTV inspection of all 10-inch gravity sewer mains	LF	31,289	\$	\$
3	Cleaning and CCTV inspection of all 12-inch gravity sewer mains	LF	14,390	\$	\$
4	Cleaning and CCTV inspection of all 15-inch gravity sewer mains	LF	4,554	\$	\$
5	Cleaning and CCTV inspection of all 18-inch gravity sewer mains	LF	6,986	\$	\$
6	Inspection of all District's manholes (all sizes and types)	EA	3,001	\$	\$

Total Amount for All Items in Numerals (Assuming Stated Unit Quantities): \$ _____

Total Amount for All Items in Words (Assuming Stated Unit Quantities): \$ _____

Note: The Unit Quantities set forth above are best estimates; the actual Unit Quantities may differ. Payment will be based on the Unit Prices for actual linear feet of sewer mains cleaned and inspected and the actual number of manholes inspected.

CONTRACTOR shall notify and obtain approval of DISTRICT prior to performing Services with respect to any Item in excess of the estimated Unit Quantity for such Item. Upon receipt of written authorization from DISTRICT's General Manager or his or her designee, CONTRACTOR agrees to provide Services at the Unit Prices set forth above with respect to up to one hundred twenty percent (120%) of the Unit Quantity set forth above for any Item.

AGENDA ITEM 9D

Date: November 7, 2023

To: Board of Directors

Prepared by: Ashley Davies, Director of Services and Program Development

Subject: Consider Authorizing a 2024 Customer Survey and Budget of \$45,000

BACKGROUND

Community engagement and participation is a powerful resource that provides an opportunity for a partnership between the community and the decision makers of the Midway City Sanitary District (District). The information gathered from a survey will help guide the District's future by obtaining relevant data to properly assess and modify current services and programs for long-term success.

The District has never conducted a formal customer survey. A customer survey would provide an opportunity to collect information from the community to be able to best assess the needs and preferences of the community regarding services, programs, and communications. Gathering feedback from the community will allow the District to obtain vital and relevant data to improve District services and programs. The data will help inform the development of policies, regulations, or strategic plans that will impact the community and determine how resources should be allocated best to serve the community and to improve and enhance the District's services and programs.

Purpose:

- The purpose of this survey is to seek the level of satisfaction, gain feedback and the awareness level of solid waste and wastewater (sewer) services from customers.
- Assess receptiveness of expanding programs and potential related fees.
- Obtain relevant data to improve District programs.

Methodology:

- Survey District customers who receive both trash, green waste, and recycling services and wastewater collection services.
- Conduct a survey utilizing a dual strategy by offering either an electronic and/or live telephone interviewer.
- Conduct the survey in English, Vietnamese, and Spanish.

Focus:

- Awareness
- Satisfaction with Midway City Sanitary District
- Satisfaction with CR&R Environmental
- SB 1383 & Greenhouse Gases
- Expansion of District Programs & Fees
- Communications

Staff will solicit proposals from third party research firms to conduct the survey. The selected research firm will utilize a dual strategy for conducting the survey by offering either an electronic and/or telephone option for the survey and responses. The cost to conduct a customer survey depends highly on the extent to which the survey is conducted and pool size. The staff has polled other agencies that have done a similar survey, and costs for those agencies averaged around \$49,000.

The Board of Directors has already approved a budget of \$65,000 for professional and consulting services for the 2023-24 fiscal year.

STAFF RECOMMENDATION

Staff recommends the Board of Directors approve and authorize staff to conduct a customer survey and approve a budget of \$45,000 for the survey.

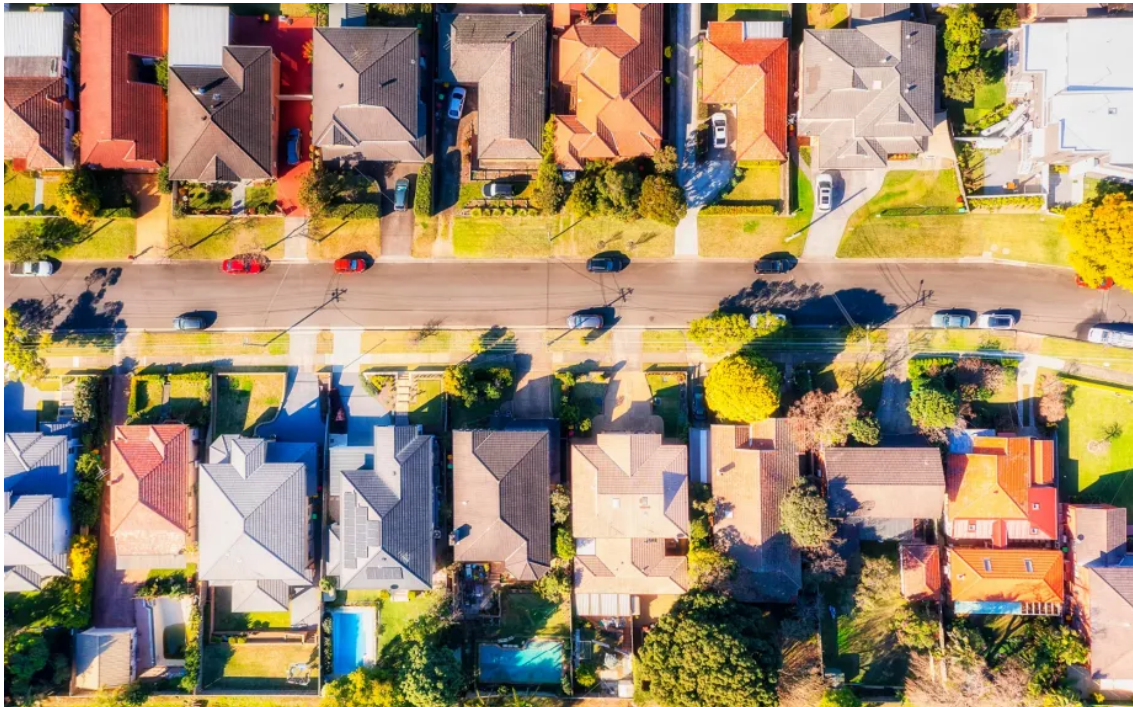
FISCAL IMPACT

Potential fiscal impact of \$45,000 to conduct an electronic and/or telephone customer survey.

NEWS > HOUSING • Opinion Columnist

California reinstates ADU sales separate from primary home

Legally converting the home and the other living unit(s) to a two-unit or three-unit condo, for example, is now on the table.



California has reinstated a law that allows homeowners to sell an additional dwelling unit separate from the primary residence. (iStockphoto via Getty Images)



By **JEFF LAZERSON** | jlazerson@mortgagegrader.com | MortgageGrader.com

PUBLISHED: October 19, 2023 at 10:41 a.m. | UPDATED: October 20, 2023 at 7:00 a.m.

For renters hindered by unaffordable housing in California, a new avenue has opened.

Gov. Gavin Newsom signed Assembly Bill 1033 into law on Oct. 14, repealing an earlier ban on the sale of accessory dwelling units or ADUs separate from a primary residence.



[This could be a backyard cottage or a converted garage, for example.](#) Whether it's attached or detached from the primary residence is a non-starter. Legally converting the home and the other living unit(s) to a two-unit or three-unit condo, for example, is now on the table.

Can you say mini condo?

Unlike a series of 2020 state laws [fast-tracking ADU construction](#), specific rules on how to convert an ADU into a condo are being left up to each municipality.

Also see: [Real estate brokers pocketing up to 6% in fees draw antitrust scrutiny](#)

Will local officials participate, knowing the state is facing a housing shortage and affordability crisis? Only time will tell.

"This satisfies the affordable housing element," said Al Salguero, real property division manager at the Orange County Assessor's Office.

Assuming all the local condo conversion compliance boxes are checked, homeowners with ADUs can keep, rent one or all the units or sell one or all the units.

Also see: [Lawmakers look to expand capital gains tax exemptions as housing prices soar](#)

California is home to 10,623,720 residential housing units, according to data from the California Department of Housing and Community Development. Residential housing is defined as one to four housing units. That's single-family, condos and townhouses, duplexes, triplexes and fourplexes. Five or more units are considered commercial housing, aka apartments.

But few ADUs exist.

The number of building permits for ADUs has risen from 2020 through 2022, according to the most current data available.

More on housing costs: [Why house payments will likely soar along with rising insurance rates](#)

Statewide there were 44,532 ADU building permits issued during the three-year period. Of that total, Los Angeles County issued 26,351, Orange County issued 3,539, Riverside County issued 1,136, San Bernardino County issued 1,531 and San Diego County issued 5,120 permits for ADUs, according to the California Department of Housing and Community Development.

To be clear, permits don't necessarily mean the ADU was completed or even started for that matter.

Also see: [Is relief in sight for priced-out homebuyers? Don't hold your breath](#)

It's a big question mark whether property owners with previously built ADUs see any added financial potential or have the motivation to go through the condo conversion process. If your granny is living in her granny flat and she's happy, what's the point of a condo conversion?

Clearly, opportunity is knocking for property owners and would-be owners who want to capitalize on the demand for homeownership.

"California is a few million housing units short," said Jordan Levine, chief economist for the California Association of Realtors.

The timing could not be better for anyone wanting to purchase or refinance in order to build an ADU.

On Oct. 16, the U.S. Department of Housing and Urban Development announced updates to its FHA 203(k) property rehabilitation financing program. In part, financing for ADU construction, conversion and rehabilitation is allowable for units attached and detached from the primary residence.

And, for mortgage approval qualifying purposes, FHA underwriting will now recognize existing and anticipated ADU rental income.

There's also an array of other more expensive construction loans available in addition to the FHA 203(k) product.

Next week I'll write about financing construction for small condos.

Freddie Mac rate news

The 30-year fixed rate averaged 7.63%, 6 basis points higher than last week. The 15-year fixed rate averaged 6.92%, 3 basis points higher than last week.

The Mortgage Bankers Association reported [a 6.9% mortgage application decrease](#) compared with last week.

Bottom line: Assuming a borrower gets the average 30-year fixed rate on a conforming \$726,200 loan, last year's payment was \$340 less than this week's payment of \$5,143.



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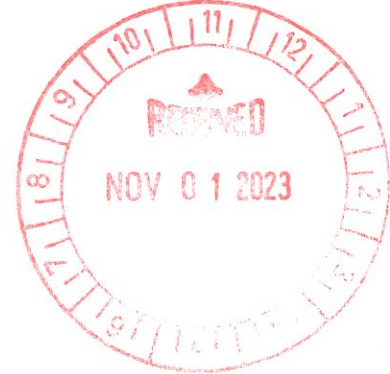
October 27, 2023

Assembly California Legislature



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The Honorable Tyler Diep
President, Midway City Sanitary District
14451 Cedarwood Ave
Westminster, CA 92683

Dear President Diep:

I am pleased to invite you to my upcoming First Time Homebuyer Workshop on Tuesday, November 14, 2023 co-hosted by the California Housing Finance Agency and Garden Grove Unified School Board Trustee Lan Q. Nguyen, Esq.

This event will provide constituents with resources available to first time homebuyers. A presenter from CalHFA will present on the various programs and incentives, including down payment assistance and various loan programs. This workshop is ideal for anyone looking to purchase their first home, so please pass along the information to anyone that may be interested. The event information is below

First Time Homebuyer Workshop
Co-Hosted with the California Housing Finance Agency
& GGUSD Trustee Lan Q. Nguyen, Esq.
Tuesday, November 14, 2023 at 5:30PM
Pacifica High School
6851 Lampson Ave | Garden Grove, CA 92845

I hope you will consider joining me for this informative event. For more information, or to RSVP, please visit asmrc.org/gz/homebuyer or call my District Office at (714) 379-0970. I hope to see you November 14.

Sincerely,

TRI TA
Assemblyman, 70th District

P.S. Save the date for my Christmas Open House on December 7, 2023. Details and RSVP are available at asmrc.org/gz/rsvp/openhouse.