

# **REGULAR MEETING OF THE BOARD OF DIRECTORS ROSAMOND COMMUNITY SERVICES DISTRICT**

5:30 PM Closed Session  
6:00 PM Regular Board Meeting  
Wednesday, June 24, 2026  
District Board Room  
3179 35<sup>th</sup> Street West  
Rosamond, CA 93560

**Zoom Instructions**  
**Meeting ID: 661 256 3411**  
**Passcode: 2026**

**Zoom App:** Click the blue “Join” button with the plus sign  
**Web page:** Visit zoom.com and click “Join” at the top of the page  
**Phone:** Dial (669) 444 9171, enter the meeting ID and press #,  
do not enter a participant ID and press #,  
enter the passcode and press #.  
Use \*6 to mute/unmute

## **Agenda**

**CALL TO ORDER** Time: \_\_\_\_\_

### **ROLL CALL**

Director Jose Hernandez Jr.  
Director Byron Glennan  
Director Rick Webb  
Vice President Greg Wood  
President Gregory Washington

General Manager (GM) Kim Domingo  
Assistant GM Ben Stewart  
Director of Public Works John Houghton  
Director of Administration/Board Secretary Sherri Timm  
Legal Counsel, John Komar, Esq.

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF THE AGENDA** Motion: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

**PUBLIC COMMENTS**

(At this time, any person may address the Board on any subject within the District’s jurisdiction which is not on the agenda. However, any non-agenda matter will be referred to staff for a report and/or action at a subsequent Board meeting and no action can be taken on any such item discussed unless the action has been authorized under §54954.2(b) of the Government Code. Any person may also address the Board on any agenda matter at the time that matter is discussed, prior to Board consideration and action. Speakers are requested to limit comments to three (3) minutes.)

**VOLUNTARY PUBLIC ROLL-CALL VIA TELECONFERENCE**

(If any member of the public on the teleconference/video conference wishes to identify themselves as present for this meeting, please do so for the records/minutes)

**CLOSED SESSION** Time: \_\_\_\_\_

Motion \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_

**CS 1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Pursuant to Government Code section § 54956.9(d)(2), 2 cases.**

**PUBLIC REPORT ON ACTION TAKEN IN CLOSED SESSION**

Time Out of Closed Session: \_\_\_\_\_

Motion: \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_

\_\_\_\_\_ No Reportable Action \_\_\_\_\_ Reportable Action by: \_\_\_\_\_

**6:00 P.M. OPEN SESSION** Time: \_\_\_\_\_

**PUBLIC COMMENTS**

(At this time, any person may address the Board on any subject within the District’s jurisdiction which is not on the agenda. However, any non-agenda matter will be referred to staff for a report and/or action at a

subsequent Board meeting and no action can be taken on any such item discussed unless the action has been authorized under §54954.2(b) of the Government Code. Any person may also address the Board on any agenda matter at the time that matter is discussed, prior to Board consideration and action. Speakers are requested to limit comments to three (3) minutes.)

**VOLUNTARY PUBLIC ROLL-CALL VIA TELECONFERENCE**

(If any member of the public on the teleconference/video conference wishes to identify themselves as present for this meeting, please do so for the records/minutes)

**CONSENT CALENDAR**

These items are considered non-controversial and are considered in one motion unless pulled by a Board Member.

**CC 1.** Review of the check/voucher register dated June 2, 2026 through June 15, 2026 | Payroll (Direct Deposit) dated June 3, 2026 | Payroll (Checks) dated June 3, 2026.

Motion: \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_

**NEW BUSINESS**

**NB 1. Approval of Task Order 2026-1 (GEI) with GEI – Arsenic Consolidation Phase 1A Project Construction Phase Services (Presenter Kim Domingo)**

Motion: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

**NB 2. Approval of Task Order 2026-1 (QK) with QK – Arsenic Consolidation Phase 1A Project Construction Surveying Services (Presenter Kim Domingo)**

Motion: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

**NB 3. Approval of Task Order 2026-2 (QK) with QK – Appleblossom Lift Station Surveying Services (Presenter Kim Domingo)**

Motion: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

**NB 4. Award the Arsenic Consolidation Phase 1A Construction Project to West Valley Construction (Presenter Kim Domingo)**

Motion: \_\_\_\_\_ 2nd: \_\_\_\_\_

**NB 5. Award the Sludge Removal Phase 1 Project to Mike Bubalo Construction (Presenter Kim Domingo)**

Motion: \_\_\_\_\_ 2nd: \_\_\_\_\_

**NB 6. Approval of Annual Agreement with Z-Axis Images for Public Relations and Communications Services (Presenter Kim Domingo)**

Motion: \_\_\_\_\_ 2nd: \_\_\_\_\_

**NB 7. Approval of WateReuse California Membership (Presenter Kim Domingo)**

Motion: \_\_\_\_\_ 2nd: \_\_\_\_\_

**DIRECTOR REPORTS/COMMENTS/FUTURE AGENDA ITEMS**

**GENERAL COUNSEL UPDATE**

John Komar, Esq

**GENERAL MANAGER UPDATE**

Kim Domingo

**ASSISTANT GENERAL MANAGER UPDATE**

Ben Stewart

**DIRECTOR OF ADMINISTRATION UPDATE**

Sherri Timm

**PUBLIC WORKS UPDATE**

John Houghton

**ADJOURNMENT**     Time: \_\_\_\_\_

Requirements Regarding Disabled Access: In accordance with Government Code §54954.2(a), requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting, should be made to the RCSD Board Secretary at least 48 hours in advance of the meeting to ensure availability of the requested service or accommodation. Please contact the Board Secretary by telephone at (661) 256-3411, Email: [stimm@rosamondcsd.com](mailto:stimm@rosamondcsd.com) or in writing at the Rosamond Community Services District, Attn: Board Secretary 3179 35<sup>th</sup> Street West, Rosamond, CA 93560.

Pursuant to Government Code Section 54957.5, any writing that: (1) is a public record; (2) relates to an agenda item for an open session of a regular meeting of the Board of Directors; and (3) is distributed less than 72 hours prior to that meeting, will be made available for public inspection at the time the writing is distributed to the Board of Directors. Any such writing will be available for public inspection at the District offices located at 3179 35<sup>th</sup> Street West, Rosamond, CA 93560. A complete agenda packet containing all accompanying reports for this agenda is available by contacting the Board Secretary [stimm@rosamondcsd.com](mailto:stimm@rosamondcsd.com) or 661-256-3411, or in person or writing to Rosamond Community Services District, Attn: Board Secretary 3179 35<sup>th</sup> Street West, Rosamond, CA 93560.

Board meetings are subject to audio recording.

# STAFF REPORT

## Rosamond Community Services District

DATE: June 24, 2026  
TO: Board of Directors  
FROM: Brad Rockabrand, CPA  
Prepared by: Julie Lopez-Olmos, Senior Accounting Clerk  
SUBJECT: Review of the check/voucher register dated June 2, 2026 through June 15, 2026 | Payroll (Direct Deposit) dated June 3, 2026 | Payroll (Checks) dated June 3, 2026

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### RECOMMENDATION:

By motion, receive and file.

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### EXECUTIVE SUMMARY:

The District's check/voucher register includes all disbursement transactions, actual checks as well as electronic, for the periods referenced above. Total disbursements were \$355,212.22 as follows:

Checks issued to vendors	\$273,761.53
Payroll direct deposit and checks	<u>81,450.69</u>
Total	\$355,212.22

Significant disbursements included the following payments:

- \$21,414.62 was remitted to CalPERS on June 3, 2026 for required contributions
  - \$14,528.53 (Employer portion)
  - \$ 6,886.09 (Employee portion)
- \$6,503.00 was remitted to the Employment Development Department on June 3, 2026
  - \$ 0.00 (Employer portion)
  - \$6,503.00 (Employee portion)
- \$30,614.59 was remitted to the Internal Revenue Service on June 3, 2026
  - \$ 9,534.89 (Employer portion)
  - \$21,079.70 (Employee portion)
- \$11,280.00 was paid to Kennedy/Jenks Consultants on June 3, 2026 for 2025 UWMP and Plan Check Services
- \$10,531.04 was paid to NBS on June 3, 2026 for Public Hearing Notice

- \$28,963.38 was paid to P & J Electric, Inc. on June 3, 2026 for WWTP: vault disconnect and conduit repairs
- \$31,028.47 was paid to Southern California Edison on June 3, 2026 for electricity at 875 Patterson Road
- \$17,068.41 was paid to Standard Solar on June 3, 2026 for Net Generation

DISCUSSION/ANALYSIS:

The check/voucher register June 2, 2026 through June 15, 2026 includes check numbers 67631 through 67702 (Attachment 1)

Payroll (Direct Deposit) 28325 through 28338, 28339 (overflow), 28340 through 28349, 28350 (overflow), 28351 through 28353 were issued on June 3, 2026 in the amount of \$68,319.87. Payroll (Checks) 28324, 28327, 28354 through 28366 were issued on June 3, 2026 in the amount of \$13,130.82 (Attachment 2)

FISCAL IMPACT:

Not applicable

ENVIRONMENTAL IMPACT:

Not applicable

PRIOR BOARD REVIEW:

Not applicable

COMMISSION/COMMITTEE/BOARD REVIEW AND RECOMMENDATIONS:

Not applicable

NOTIFICATION:

Not applicable

ATTACHMENTS:

Attachment 1 – Check/voucher register dated June 2, 2026 through June 15, 2026

Attachment 2 – Payroll (Direct Deposit) dated June 3, 2026 | Payroll (Checks) dated June 3, 2026

**Rosamond Community Services District**

Summary Check/Transaction Register

From 6/3/2026 Through 6/3/2026

<u>Document Date</u>	<u>Document Number</u>	<u>Type of Payment</u>	<u>Amount</u>
6/3/2026	28324	Check	975.08
6/3/2026	28325	Check	854.24
6/3/2026	28326	Check	854.24
6/3/2026	28327	Check	1,025.08
6/3/2026	28328	Check	1,025.08
6/3/2026	28329	Check	3,063.94
6/3/2026	28330	Check	3,018.17
6/3/2026	28331	Check	5,174.42
6/3/2026	28332	Check	2,158.18
6/3/2026	28333	Check	1,614.23
6/3/2026	28334	Check	2,763.65
6/3/2026	28335	Check	2,201.93
6/3/2026	28336	Check	3,837.71
6/3/2026	28337	Check	2,080.06
6/3/2026	28338	Check	2,203.07
6/3/2026	28339		0.00
6/3/2026	28340	Check	4,042.48
6/3/2026	28341	Check	1,923.19
6/3/2026	28342	Check	1,776.10
6/3/2026	28343	Check	1,380.25
6/3/2026	28344	Check	2,527.69
6/3/2026	28345	Check	2,603.90
6/3/2026	28346	Check	4,729.43
6/3/2026	28347	Check	2,101.40
6/3/2026	28348	Check	3,286.37
6/3/2026	28349	Check	2,765.81
6/3/2026	28350		0.00
6/3/2026	28351	Check	5,686.80
6/3/2026	28352	Check	3,623.97
6/3/2026	28353	Check	1,023.56
6/3/2026	28354	Check	1,607.73
6/3/2026	28355	Check	2,101.00
6/3/2026	28356	Check	1,397.84
6/3/2026	28357	Check	2,101.00
6/3/2026	28358	Check	63.98
6/3/2026	28359	Check	23.10
6/3/2026	28360	Check	191.01
6/3/2026	28361	Check	364.39
6/3/2026	28362	Check	700.40
6/3/2026	28363	Check	536.71
6/3/2026	28364	Check	7.64
6/3/2026	28365	Check	989.07
6/3/2026	28366	Check	<u>1,046.79</u>

Report Total

81,450.69

**PAYROLL 06/03/26**

Document Date	Document Number	Amount
6/3/2026	28325	854.24
6/3/2026	28326	854.24
6/3/2026	28328	1,025.08
6/3/2026	28329	3,063.94
6/3/2026	28330	3,018.17
6/3/2026	28331	5,174.42
6/3/2026	28332	2,158.18
6/3/2026	28333	1,614.23
6/3/2026	28334	2,763.65
6/3/2026	28335	2,201.93
6/3/2026	28336	3,837.71
6/3/2026	28337	2,080.06
6/3/2026	28338	2,203.07
6/3/2026	28339	0.00
6/3/2026	28340	4,042.48
6/3/2026	28341	1,923.19
6/3/2026	28342	1,776.10
6/3/2026	28343	1,380.25
6/3/2026	28344	2,527.69
6/3/2026	28345	2,603.90
6/3/2026	28346	4,729.43
6/3/2026	28347	2,101.40
6/3/2026	28348	3,286.37
6/3/2026	28349	2,765.81
6/3/2026	28350	0.00
6/3/2026	28351	5,686.80
6/3/2026	28352	3,623.97
6/3/2026	28353	<u>1,023.56</u>
Total Direct Deposit		68,319.87
6/3/2026	28324	975.08
6/3/2026	28327	1,025.08
6/3/2026	28354	1,607.73
6/3/2026	28355	2,101.00
6/3/2026	28356	1,397.84
6/3/2026	28357	2,101.00
6/3/2026	28358	63.98
6/3/2026	28359	23.10
6/3/2026	28360	191.01
6/3/2026	28361	364.39
6/3/2026	28362	700.40
6/3/2026	28363	536.71
6/3/2026	28364	7.64
6/3/2026	28365	989.07
6/3/2026	28366	<u>1,046.79</u>
Total Checks Issued		13,130.82
<b>Total</b>		<b><u>81,450.69</u></b>

# STAFF REPORT

## Rosamond Community Services District

DATE: June 24, 2026  
TO: Board of Directors  
FROM: Kim Domingo, General Manager  
Subject: Approve Task 2026-1 (GEI) with GEI for Construction Management Services Related to Phase 1A of the Arsenic Consolidation Project

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### **RECOMMENDATION:**

Approve Task 2026-1 (GEI) with GEI for Engineering Services Related to Phase 1A of the Arsenic Consolidation Project.

### **BACKGROUND:**

On June 17, 2020, the District entered into a grant agreement with the State Water Resources Control Board (SWRCB) for the construction of the Arsenic Regional Consolidation Project. The project involves the consolidation of several small water systems with the District's water system. The \$9.7 million grant provides for planning, design and construction of the water pipelines that will connect the small water systems.

On April 18, 2018, the District entered into an agreement with GEI for engineering services related to the planning and development of the Arsenic Consolidation Project. The agreement terminated on April 18, 2021.

On October 11, 2023, the Board authorized a new Master Services Agreement and Task Order 2023-02 to provide design services for sites that did not require easements, per the SWRCB request and direction, with the assurance that grant funds would be used to pay for the additional design services. This portion of the work was to be grouped into Phases 1 and 1A.

On March 25, 2026, your Board approved the Phase 1A bid documents for the project and the advertisements to bid.

In anticipation of a contract award, staff has worked with GEI to provide a proposal for construction management services during the Phase 1A construction. The attached Task Order 2026-1 (GEI) is proposed to provide these services on a time-and-materials basis not to exceed \$156,150. The Department of Water Resources Division of Funding Assistance has indicated that the costs are fundable under the grant agreement.

### **CEQA ANALYSIS:**

The California Environmental Quality Act findings have already been determined and a Mitigated Negative Declaration has been adopted.

**FISCAL REVIEW:**

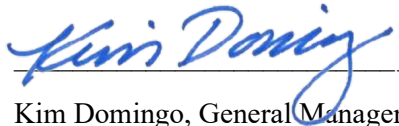
This action will result in an additional cost of \$156,150 to the project. The grant agreement with the SWRCB reimburses the District for construction and construction management costs, so there is no direct cost to the District. There will be minimal administrative costs for the District staff, but these are also reimbursable.

**LEGAL REVIEW:**

The District's Master Services Agreement dated October 11, 2023, is the governing document for this Task Order, so no legal review required.

**CONCLUSION:**

Staff recommends approval of Task Order 2026-1 (GEI).



Kim Domingo, General Manager

\_\_\_\_\_

Sherri Timm, Director of Administration

**ATTACHMENT:**

Task Order 2026-1 (GEI)

Attachment A

TASK ORDER 2026-1 (GEI)

This Task Order is made this 24th day of June, 2026, by and between the parties per the terms and conditions set forth in the Master Services Agreement executed between the parties with the effective date of October 11, 2023 ("Agreement"), which incorporated this Task Order by reference.

1. The Consultant Contract Number for this Task Order is \_\_\_\_\_. The Consultant Job Number for this Task Order is \_\_\_\_\_. The Consultant Contract Number and Job Number shall be referenced in each invoice submitted by Consultant to District under this Task Order.

2. The Services to be performed by Consultant under this Task Order are as follows:

Per attached June 16, 2026 letter proposal

3. The Project Schedule is as follows:

Per attached June 16, 2026 letter proposal

4. The Compensation to be paid to Consultant for the performance of the Services under this Task Order is set forth as follows (appropriate rate sheet attached herein):

Per attached June 16, 2026 letter proposal

5. Deliverables to be provided under this Task Order are as follows:

Per attached June 16, 2026 letter proposal

**DISTRICT**

**CONSULTANT**

\_\_\_\_\_  
Kim Domingo, General Manager

\_\_\_\_\_  
Rich Sanchez, Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



June 16, 2026

Consulting  
Engineers and  
Scientists

Kim Domingo, PE  
General Manager  
Rosamond Community Services District  
3179 35<sup>th</sup> Street West  
Rosamond, CA 93560

## **Construction Management Services for the Arsenic Regional Consolidation Project Phase 1A**

This Scope of Services defines Construction Management Services, Schedule, and Budget for work to be completed by GEI Consultants, Inc. (GEI) for Rosamond Community Services District (RCSD, District) for Phase 1A of the Arsenic Regional Consolidation Project.

### **SCOPE OF SERVICES**

The scope of services will provide Construction Management support for the RCSD Arsenic Regional Consolidation Project Phase 1A (Project). In addition to Construction Management Services, GEI will provide Environmental Survey and WEAP Training, and Engineering Services During Construction.

### **Environmental Surveys and WEAP Training**

GEI will assist the District by conducting a pre-construction burrowing owl survey and Worker Environmental Awareness Program (WEAP) training to fulfill project mitigation requirements. The burrowing owl survey will be completed by a GEI biologist and will include investigating the construction area and accessible suitable habitat within 200 meters for evidence of burrowing owl presence. The survey will include an evening visit and a morning visit and will be conducted 14-30 days before project activities begin. Survey methodology and results will be documented in a technical memorandum. This scope assumes no evidence of burrowing owls will be observed and no additional tasks will be required for biological resources.

#### *Environmental Support:*

1. Travel to site and conduct burrowing owl surveys.
2. Develop a technical report documenting the survey methodology and results.
3. Follow up with any concerns and or observations from the field during construction.

### **Construction Administration and Management**

GEI will assist the District by providing construction administration and management services during the pipeline contract, support the pipeline installation, and provide engineering support during construction. GEI will assist the District with correspondence with the contractor,

submittal review, progress payments, periodic meetings with the contractor, and processing contract change orders.

*Construction Management:*

1. Set up templates - Contract Change Order, Requests For Information (RFI) log, Construction Memorandum, Partial Payment Estimate, Submittal Log
2. Set up Construction Management files
3. Lead a Preconstruction Meeting
4. Prepare List of Contacts
5. Track and respond to RFIs and Submittals
6. Complete Daily Construction Reports with Photos for days on site
7. Prepare Construction Memorandums, as needed
8. Review and document Contractor's Partial Payment Estimates and process for payment
9. Prepare Contract Change Orders
10. Lead weekly Contractor meetings and prepare agendas and minutes
11. Review, file, and log Daily Observation Reports
12. Coordinate with Labor Compliance Program provider

*Project Closeout:*

1. Prepare Punchlist Items and document their completion by the contractor
2. Prepare Notice of Completion
3. Coordinate Record Drawings preparation
4. Collect and distribute to the District Project submittals, O&M Manuals, Warranty, etc. for District files
5. Author and distribute Final Payment Recommendation and Recommendation for Release of Retention

## **Engineering Services During Construction**

GEI will provide Engineering Services during construction as part of the overall Construction Management of the Contract and assist the District with correspondence with the contractor, submittal review, response to RFIs, minor design and alignment changes, periodic meetings with the contractor, and processing contract change orders.

*Engineering Services During Construction:*

1. Review Conformed Contract Documents
2. Provide review and approval of submittals
3. Review and respond to RFIs
4. Provide review of Contract Change Orders
5. Provide minor design and alignment changes as part of response to RFIs
6. Attend preconstruction and weekly meetings as needed
7. Conduct construction site visit if needed.
8. Provide review of final closeout documents including final quality control reports, redlines, and as-builts.

## **SCHEDULE**

GEI developed a potential schedule for construction work to define the level of effort required to complete the CM services defined in this scope. The awarded contractor will provide the official project baseline schedule as part of their scope. It is anticipated that the CM Services Contract would be awarded in July 2026 and the Contract for the General Contractor would be awarded in July 2026. The overall project duration is estimated at six (6) months to complete from project award through project closeout and includes material delivery. The Scope is based on an estimated Notice to Proceed to the Contractor in July 2026, and a completion date of January 2027.

## **ASSUMPTIONS**

The following assumptions were made in determining schedule and budget.

1. There will be no identified protected species during the pre-construction environmental survey. This Scope does not include any special surveillance or mitigation for potential species of concern.
2. The WEAP training will be recorded and made available to the Contractor and the District for training of additional crew members beyond the initial training.
3. The overall project duration, including bid support through construction closeout for CM services is estimated to be 180 calendar days from July 2026 to January 2027. GEI understands the dates may change; however, GEI costs are based on the overall duration of 180 calendar days.
4. The Contractor is anticipated to procure materials and start construction by August 2026.
5. The Contractor's construction schedule is estimated at six months based on 1,241 linear feet (LF) of pipe installation; installation of meters, valve assemblies, and other appurtenances; connections to 4 existing water lines; and demolition of one well and hydropneumatics tank. Construction duration is estimated at 45 days or 360 hours (8-hour day).
6. Work schedules are based on a day shift from Monday through Friday. No costs have been included for alternative work schedules.
7. GEI will provide CM services for field observation for critical items such as setup, connections, testing, and compaction. GEI has estimated that field observations and associated daily reports and photos for these activities will require 8 hours per day for 45 days on site for a total of 360 hours to document construction activities.
8. All material and soil testing are to be provided by the Contractor. CM Scope does not include QA confirmation testing by the GEI CM team.
9. All surveying to be provided by the Contractor.
10. Contractor to provide all QC and material testing. No additional QA testing is provided in the cost estimate.

11. Costs for travel for environmental surveys are included for one trip.
12. Mileage associated with travel to complete daily field observations will be reimbursed as vehicle mileage at the government approved rate.
13. No costs for the Labor Compliance Program are included in this Scope; it will be covered by the District.
14. Engineering Services during construction are included to provide a single review of submittals, provide responses to RFIs, and provide minor adjustments to the conformed design documents to meet field conditions. Design changes requiring new drawings or specifications are not included in the costs.
15. Cost for processing and management of change orders for major design changes requiring new drawings are not included in this Scope. If a major change order is required, GEI will work with District to provide an estimate to complete the change.
16. GEI has determined that the tasks and services to be provided by GEI pursuant to this scope-of-work are not subject CA Prevailing Wage. GEI will provide updated pricing for RCSD’s review in the event GEI is requested to perform additional tasks/services that in GEI’s opinion, are subject to CA Prevailing Wage.

**BUDGET**

The request for this scope of services is \$156,150 for CM Services as described below. Services will be billed as Time and Materials. Materials and expenses to be marked up 5%. The total budget amount shall not be exceeded without written authorization from the District. GEI may adjust the distribution of funds across various budget categories and adjust the proposed grade levels of individuals as need to efficiently administer the project. The following table shows a breakdown of CM Services Costs.

The table below is a summary of the costs:

Pre-construction Surveys and WEAP Training	\$9,800
Construction Project Management	\$20,300
Field Observation	\$97,100
Contract Administration	\$5,800
Engineering Services During Construction	\$12,400
Project Close Out	\$10,750
<b>Total:</b>	<b>\$156,150</b>

The following is a description of general roles and responsibilities for each person:

- A qualified biologist will perform the pre-construction surveys and WEAP Training including a survey of the site prior to construction and one WEAP training session.
- Construction Manager will provide review of project status, schedule, costs, and facilitate resolution of contractor construction issues. The Construction Manager will also act as the point of contact for the District.

- Construction professional will provide oversight into the field and documentation of construction activities. This person will be the initial point of contact for the contractor and observe and track construction progress. This individual will also help identify any concerns with construction progress and bring them to the construction manager and/or the Engineer of Record.
- Contract Administrator will assist with daily communication between GEI and contractor and GEI and the District. The contract administrator will also coordinate project documentation and help compile the application for payment.
- Design Support (Engineer of Record) will review submittals, resolve RFIs, and approve final project closeout documents including redline drawings.

**AUTHORIZATION**

This Scope is authorized and made an attachment to the above-identified Professional Services Agreement through the signatures below.

Authorized by:  
ROSAMOND COMMUNITY  
SERVICES DISTRICT


Accepted by:  
GEI CONSULTANTS, INC.

By: \_\_\_\_\_  
\_\_\_\_\_

By:   
\_\_\_\_\_  
Gary Olvera, CCM, Senior  
Construction Manager/Project  
Manager

Date: \_\_\_\_\_

Date: 06-16-2026

By:   
\_\_\_\_\_  
Violetta McDaniel, PMP, Vice  
President

Date: 06-16-2026

**Fee Schedule – Construction Management Services for RCSD Arsenic Regional Consolidation Project - Phase 1A  
Budget Worksheet**

	Project Team										Total				Assumptions
	G8	G7	G6	G5	G4	G3	G2	G1	Drafter	Admin	Labor Hours	Cost	Expenses	Total Cost	
*Standard 2026 Rates Used for Cost Fee:	\$383	\$343	\$288	\$253	\$214	\$190	\$174	\$158	\$174	\$142					
<b>Task 1 CM Services</b>															
1 Bid Support											0	\$ -		\$ -	Not required, contractor selected
2 Environmental Survey		20			10						30	\$ 9,000.00	\$ 800.00	\$ 9,800.00	One trip. Expense covers one trip for one biologist.
3 Construction Project Management	8		52							12	72	\$ 19,800.00	\$ 500.00	\$ 20,300.00	
4 Field Observations				360							360	\$ 91,100.00	\$ 6,000.00	\$ 97,100.00	8 hours per day for 45 days onsite (Pipe 30 days install, 5 test + 10 days other work)
5 Contract Administration			20								20	\$ 5,800.00		\$ 5,800.00	
6 Engineering Support During Construction			40								40	\$ 11,600.00	\$ 800.00	\$ 12,400.00	Process 45 (A) Submittals, 22 (I) Submittals10 RFIs. One trip for the CM/engineer.
7 Close Out	5		20						16		41	\$ 10,500.00	\$ 250.00	\$ 10,750.00	
<i>Total Hours</i>	13	20	132	360	10	0	0	0	16	12	563				
<i>Total Cost</i>	\$4,979	\$6,860	\$38,016	\$91,080	\$2,140	\$0	\$0	\$0	\$2,784	\$1,704		\$ 147,700.00	\$ 8,350.00	\$ 156,150.00	
NOTES: Estimate is based on GEI 2026 Rates.															

# STAFF REPORT

## Rosamond Community Services District

DATE: June 24, 2026  
TO: Board of Directors  
FROM: Kim Domingo, General Manager  
Subject: Approval of Task Order 2026-1 (QK) with QK – Arsenic Consolidation Phase 1A Project Construction Surveying Services

---

### **RECOMMENDATION:**

Approve Task 2025-2 (QK) with QK for Construction Surveying Services Related to the Arsenic Consolidation Project, Phase 1A, and Authorize the General Manager to Execute.

### **BACKGROUND:**

On June 17, 2020, the District entered into a grant agreement with the State Water Resources Control Board (SWRCB) for the construction of the Arsenic Regional Consolidation Project. The project involves the consolidation of several small water systems with the District's water system, including Rosamond High School. The \$9.7 million grant provides for planning, design and construction of the water pipelines that will connect the small water systems.

On April 27, 2022, The District entered into an agreement with QK for survey services related to the planning and development of the Arsenic Consolidation Project, using the consultant's form of agreement. QK provided survey and easement document preparation services for the initial alignment and design. The District retained a real estate consultant specializing in easements and has been working with QK to secure the alignment. On April 12, 2023, your Board authorized your General Manager to negotiate and execute easements benefiting the project, but the process had been slow due to the number of easements required, the difficulty in locating owners and the design challenges. Changes to the original alignment have been required due to some property owners declining to grant necessary easements. Additionally, the District and the State have been approached by South Kern Unified School District to include the design of the Rosamond High School water system connection in the Consolidation Project. The State has agreed that this work would qualify under the grant.

On October 11, 2023, the District entered into a Master Services Agreement and Task Order 2023-1 (QK) with QK for additional survey services after the SWRCB indicated that grant funds could be used for the additional survey services to secure the necessary pipeline alignments. The work under this task order has been completed.

On June 12, 2024, The District approved Task Order 2024-1 (QK) with QK for additional easement acquisition and survey services for the project, again with the assurance that the services qualified for reimbursement with grand funds. The work under this task order has been completed.

On September 18, 2024, the District approved Task Order 2024-2 to provide additional survey services that include additional topography for the water system connection design to Rosamond High School as well as additional easement work needed for the project which were not included or contemplated in the previous task order.

On January 8, 2025, the District approved Task Order 2025-1 to provide specific easement acquisition services for four (4) residences currently served by the Kern Mobile Estates potable water system, which will be demolished and replaced as a part of the project.

On April 26, 2025, the District approved Task Order 2025-2 to provide limited construction staking and alignment verification during construction of Phase 1 to ensure the facilities are constructed within the negotiated easements that have been acquired prior to construction.

The proposed Task Order 2026-2 will provide similar limited construction staking and alignment verification services during construction of Phase 1A.

**CEQA ANALYSIS:**

The California Environmental Quality Act findings have already been determined and a Mitigated Negative Declaration has been adopted.

**FISCAL REVIEW:**

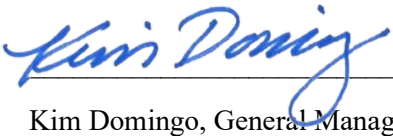
This action could result in an additional survey cost of up to \$12,700 to the project. The grant agreement with the SWRCB reimburses the District for design costs, so no direct cost to the District. There will be minimal administrative costs by District staff, but these are also reimbursable.

**LEGAL REVIEW:**

Counsel and the General Manager have negotiated this Task Order using the District's Master Services Agreement template.

**CONCLUSION:**

Staff recommends approval of the Task Order.

  
\_\_\_\_\_  
Kim Domingo, General Manager

\_\_\_\_\_  
Sherri Timm, Director of Administration

**ATTACHMENTS:**

Task Order 2026-2 (QK)

Attachment A

TASK ORDER 2026-1 (QK)

This Task Order is made this 24<sup>th</sup> day of June, 2026, by and between the parties per the terms and conditions set forth in the Master Services Agreement executed between the parties with the effective date of October 11, 2023 ("Agreement"), which incorporated this Task Order by reference.

1. The Consultant Contract Number for this Task Order is \_\_\_\_\_. The Consultant Job Number for this Task Order is \_\_\_\_\_. The Consultant Contract Number and Job Number shall be referenced in each invoice submitted by Consultant to District under this Task Order.

2. The Services to be performed by Consultant under this Task Order are as follows:

Construction Survey Work on the Arsenic Consolidation Phase 1A Project in accordance with the attached proposal dated June 11, 2026.

3. The Project Schedule is as follows:

In accordance with the attached proposal dated June 11, 2026.

4. The Compensation to be paid to Consultant for the performance of the Services under this Task Order is set forth as follows (appropriate rate sheet attached herein):

Time and materials not to exceed \$12,700 in accordance with the attached proposal dated June 11, 2026.

5. Deliverables to be provided under this Task Order are as follows:

Construction survey verification as described in the attached proposal dated June 11, 2026.

**DISTRICT**

**CONSULTANT**

\_\_\_\_\_  
Kim Domingo, General Manager

\_\_\_\_\_  
Amber Aguayo, CFO/COO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



June 11, 2026

Kim Domingo  
General Manager  
Rosamond Community Services District  
3179 35<sup>th</sup> Street West  
Rosamond, CA 93560

**Subject: Proposal for Additional Work on the Arsenic Mitigation for Rosamond Community Services District Project for the Phase 1A Construction**

Dear Mr. Domingo:

QK is pleased to provide this proposal to the Rosamond Community Services District (District) for assistance with the additional work needed to complete your Arsenic Mitigation Project (project) located in Rosamond, California. This proposal contains a Project Understanding, Approach/Scope of Services, Schedule, Scope & Fee Summary, Exclusions and Assumptions, and a request for Authorization of Services.

**BACKGROUND/PROJECT UNDERSTANDING**

Phase 1A of construction will be for the Rosamond High School portion of the project and will be located within either existing public utility easements or on the Rosamond High School property.

**APPROACH/SCOPE OF SERVICES**

The following scope of services has been developed based on our understanding of the project and the objectives communicated in the emails and meetings with the District and its consulting engineers, GEI Consultants, Inc. (GEI). Fees associated with the tasks identified in the Scope of Services section described herein are shown in the Scope & Fee Summary of this proposal.

**TASK 1.0 VERIFY AND SET CONTROL POINTS**

QK will verify and set new control points in the vicinity of Phase 1A construction. We will tie into the control points listed on the approved plans issued for bid dated March 19, 2026, by GEI, located near the intersection of Rosamond Boulevard and 30<sup>th</sup> Street West. We will set three control points for use in the construction of the project.

Deliverable:

- Control points set in the field in the vicinity of the Phase 1A construction described above, along with a control exhibit depicting the locations of the control points

**TASK 2.0 QUALITY ASSURANCE FOR THE DISTRICT DURING CONSTRUCTION**

QK will coordinate with the District, GEI, and the contractor for providing quality assurance of the staked waterline performed by the contractor’s surveyors. This task includes bi-weekly team meetings and project management during the Phase 1A construction. We anticipate conducting spot checks of the staked alignment for each segment of the construction. We estimate one separate field visit, all in coordination with the contractor’s schedule.

**SCHEDULE**

Task	Description	Duration
1.0	Verify and Set Control Points	2 business days
2.0	Quality Assurance for the District During Construction	1 business day
<b>Total Duration</b>		<b>3 business days</b>

**FEE ESTIMATE**

Task	Description	Fee Type	Fee Amount
1.0	Verify and Set Control Points	T&M	\$7,000
2.0	Quality Assurance for the District During Construction	T&M	\$5,700
<b>Total Estimated Fee</b>			<b>\$12,700</b>

**Notes:**

- Expenses for reproduction, mailing, mileage, etc., are included in the fixed fee above and billed per our attached Charge Rate Schedule.
- All time-and-materials fees will be invoiced monthly based on the level of effort in terms of hours relative to our Charge Rate Schedule.
- When a Task is set on a time-and-materials fee basis, it signifies that it is not possible to accurately predict the amount of work effort required, typical of on-call type services. QK will work with the client to set expectations where applicable.
- The Fee Estimate is good for a period of 90 days from the date of the proposal. After 90 days, the Fee Estimate is subject to change.
- Fees for field surveying activities are subject to the payment of Prevailing Wages for Kern County.

**EXCLUSIONS AND ASSUMPTIONS**

The following assumptions and limitations were made in the scoping of this proposal:

- Boundary and topographic survey is not included.
- Construction staking is not included.
- Record of Survey is not included.
- Corner Records are not included.
- Biological monitoring is not included.
- Any service not specifically identified herein is excluded from this proposal.

**AUTHORIZATION OF SERVICES**

In order to authorize the services described herein, please send us a Task Order and Notice to Proceed. Typically, we can begin our services within five business days of the time authorization is received, depending on the client’s needs and schedule constraints.

**ADDITIONAL SERVICES**

QK is a full-service firm that offers the following services if the need arises:

- Civil Design Engineering
- Biological Monitoring during construction
- Construction Management
- Annexation Map and Legal

Thank you for your continued confidence in the QK team. If you have any questions or would like to discuss this proposal further, please contact Kristie Achee or Cathy Williams at (661) 616-2600. We look forward to beginning this work upon your approval.

Sincerely,



Kristie Achee, PLS  
Senior Surveyor and Project Manager



Cathy Williams, PE, QSD/QSP, ENV SP  
Branch Manager - Bakersfield

Enclosure: Charge Rate Schedule

cc: Ron Wathen, QK

P260409/220135.01  
DMY/KMA/CW

# Charge Rate Schedule



## 2026 CHARGE RATE SCHEDULE

<b>TECHNICAL SERVICES</b>	
Project Administrator	\$105 / hour
Assistant CADD Technician / Assistant CADD Designer / GIS Technician	\$110 / hour
Associate CADD Technician / Associate CADD Designer / Associate GIS Analyst	\$125 / hour
Senior Associate CADD Technician/ Senior Associate CADD Designer / Senior Associate GIS Analyst	\$135 / hour
Senior CADD Technician / Senior CADD Designer / Senior GIS Analyst	\$165 / hour
<b>PROFESSIONAL SERVICES</b>	
<b>Engineering</b>	
Assistant Engineer	\$135 / hour
Associate Engineer	\$162 / hour
Senior Associate Engineer	\$185 / hour
Project Engineer	\$215 / hour
Senior Engineer / City Engineer / District Engineer	\$249 / hour
Senior Air Quality Engineer	\$280 / hour
Principal Engineer	\$280 / hour
Senior Principal Engineer: VP/ President	\$300 / hour
<b>Planning and Environmental</b>	
Assistant Environmental Scientist	\$110 / hour
Assistant Planner	\$115 / hour
Associate Planner / Associate Environmental Scientist	\$135 / hour
Senior Associate Environmental Scientist	\$155 / hour
Senior Associate Planner	\$160 / hour
Senior Planner / Senior Environmental Scientist	\$190 / hour
Principal Planner / Principal Environmental Scientist	\$220 / hour
<b>Landscape Architecture</b>	
Landscape Architect Technician / Designer	\$120 / hour
Associate Landscape Architect / Designer	\$125 / hour
Senior Associate Landscape Architect / Designer	\$135 / hour
Senior Landscape Designer	\$165 / hour
Senior Landscape Architect	\$185 / hour
Principal Landscape Architect	\$210 / hour
<b>Construction and Project Management</b>	
Field Construction Observer	\$149 / hour
Senior Field Construction Observer	\$170 / hour
Assistant Construction Manager / Assistant Project Manager	\$135 / hour
Associate Construction Manager / Associate Project Manager	\$149 / hour
Construction Manager / Project Manager	\$160 / hour
Senior Associate Construction Manager / Senior Associate Project Manager	\$175 / hour
Senior Construction Manager / Senior Project Manager	\$205 / hour
Principal Construction Manager	\$225 / hour
Principal Project Manager	\$230 / hour
<b>Surveying</b>	
Assistant Surveyor	\$129 / hour
Associate Surveyor	\$145 / hour
Senior Associate Surveyor	\$175 / hour
Project Surveyor	\$200 / hour
Senior Surveyor	\$215 / hour
Principal Surveyor	\$255 / hour
One-Person Survey Crew	\$195 / hour
Two-Person Survey Crew	\$305 / hour
Three-Person Survey Crew	\$390 / hour
UAV Pilot	\$205 / hour
UAV Flight Observer	\$175 / hour

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit.

<b>EXPENSES</b>	
Plotting, Printing and Reproduction, Equipment Rental, Postage and Shipping	1.15 x Cost
Transportation and per diem (QK will provide documented evidence of business travel, travel outside of work areas shall be pre-approved by Client)	1.15 x Cost
Mileage	\$0.83 / mile
Other Expenses – Including Subconsultants & Purchased Services through Subcontracts	1.15 x Cost

Rates are effective through December 31, 2026. If contract assignment extends beyond that date, a new rate schedule may be added to the contract. Expert Witness/ Litigation support will be billed as quoted.

Rates based on "Prevailing Wage" (PW) for Construction Surveying will be determined by project and County per California law.

# STAFF REPORT

Rosamond Community Services District

**DATE:** June 24, 2026

**TO:** Board of Directors

**FROM:** Kim Domingo, General Manager

**Subject:** Approval of Task Order 2026-2 (QK) with QK – Appleblossom Lift Station Surveying Services.

---

## **RECOMMENDATION:**

Approve Task Order 2026-2 (QK) and Authorize the General Manager to Execute

## **BACKGROUND:**

The Appleblossom Lift Station, located on the northeast parcel of the intersection of Appleblossom and Rosamond Blvd, has been operated and maintained by the District since it went into operation. The current facility is not configured ideally for maintenance and repair and presents confined entry challenges to service the wastewater pumps. The original development intent was to place the first phase of residences on a temporary lift station arrangement until subsequent phases could warrant an expansion of the facility with a permanent solution. However, the additional phases have never been constructed. Because of this, the temporary lift station has never been transferred to District ownership.

Staff contacted the property owner who is willing to transfer ownership of the facility to the District. Staff requested a proposal from QK to prepare property transfer documents which will give ownership of the lift station and surrounding land needed for operation and maintenance as well as replacement. The proposed Task Order will provide the District with the necessary documents to provide transfer of ownership.

**ANALYSIS:**

While the District has been operating and maintaining the lift station facility, it does not have legal title to the property and improvements. While the property owner has not objected to the District's actions, this arrangement carries risk to the District. The District needs ownership of the property and facility to mitigate the risk.

**FISCAL REVIEW:**

None. Costs would be borne by the sewer fund.

**LEGAL REVIEW:**

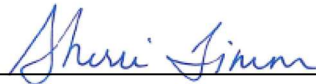
None.

**CONCLUSION:**

Approval is recommended.



Kim Domingo General Manager



Sherri Timm, Director of Administration

**ATTACHMENTS:**

Task Order 2026-2 (QK)

Attachment A

TASK ORDER 2026-2 (QK)

This Task Order is made this 24<sup>th</sup> day of June, 2026, by and between the parties per the terms and conditions set forth in the Master Services Agreement executed between the parties with the effective date of October 11, 2023 ("Agreement"), which incorporated this Task Order by reference.

1. The Consultant Contract Number for this Task Order is \_\_\_\_\_. The Consultant Job Number for this Task Order is \_\_\_\_\_. The Consultant Contract Number and Job Number shall be referenced in each invoice submitted by Consultant to District under this Task Order.
2. The Services to be performed by Consultant under this Task Order are as follows:  
Survey and Legal Documents Services for the Appleblossom Lift Station in accordance with the attached proposal dated April 8, 2026.
3. The Project Schedule is as follows:  
In accordance with the attached proposal dated April 8, 2026.
4. The Compensation to be paid to Consultant for the performance of the Services under this Task Order is set forth as follows (appropriate rate sheet attached herein):  
Time and materials not to exceed \$21,100 in accordance with the attached proposal dated April 8, 2026.
5. Deliverables to be provided under this Task Order are as follows:  
Property boundary and topographic survey, legal description and plat and Record of Survey as described in the attached proposal dated April 8, 2026.

**DISTRICT**

**CONSULTANT**

\_\_\_\_\_  
Kim Domingo, General Manager

\_\_\_\_\_  
Amber Aguayo, CFO/COO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



April 8, 2026

Ben Stewart  
Assistant General Manager  
Rosamond Community Services District  
3179 35<sup>th</sup> Street  
Rosamond, CA 93560

**Subject: Proposal for Professional Surveying Services: Boundary and Topographic Survey, Prepare Legal Description and Plat, and File Record of Survey for the Appleblossom Lift Station – APN 471-112-15**

Dear Ben:

In accordance with your request, QK has prepared this proposal to provide surveying services to perform a boundary survey, limited topographic survey, prepare a legal description and plat, set property corners, and file a Record of Survey for the lift station located north of Rosamond Boulevard along Appleblossom Street.

### **PROJECT UNDERSTANDING**

Per our discussions with Rosamond Community Services District (District/Client), the District’s objective is to obtain fee title to what is currently a temporary lift station located on Appleblossom Street just north of Rosamond Boulevard, on APN 471-112-15. The current site will be enlarged to verify access for maintenance and possible expansion of the lift station since it is now permanent and no longer considered temporary. As a community services district, you are not subject to the Subdivision Map Act for the parcel creation, as it may be created by deed with a legal description. We recommend that the property corners created by the deed be monumented in the field. This does require a Record of Survey to be filed with the County.

### **SCOPE OF SERVICES**

The following scope of services has been developed based on our understanding of the project as well as the stated objectives communicated by the District. Fees associated with the tasks identified in the Scope of Services section described herein are shown in the Fee Estimate of this proposal.

#### **TASK 1.0 BOUNDARY AND LIMITED TOPOGRAPHIC SURVEY**

QK will perform a boundary survey and a limited topographic survey to be used for the preparation of the necessary survey maps. Our scope of services will consist of the following elements:

Boundary Survey:

- Research recorded survey maps to determine which survey monuments will control the location of the boundary.
- Research recorded deeds of the subject property and adjacent properties to determine property boundaries.
- Perform a field survey, collecting data on survey monuments, including setting control points near the site.
- Post-process field data and analyze the accuracy and completeness of data.
- Use maps, deeds, and field data to resolve the boundary of the subject parcel.
- Quality Assurance/Quality Control (QA/QC) review of files by a professional land surveyor.

Limited Topographic Survey:

- Obtain above-ground features, including buildings, fences, power poles, signs, and visible above-ground utilities.
- Post-process field data and analyze the accuracy and completeness of data.
- Import topographic data into AutoCAD and reduce it to a readable, 40' scale CAD drawing.
- QA/QC review of files by a professional land surveyor.
- Provide CAD drawing at 1" = 40' scale to the client.

Deliverables:

- Boundary file in AutoCAD Civil 3D 2024 format
- Limited topographic survey, including points, and planimetric data in AutoCAD Civil 3D 2024 format

**TASK 2.0      LEGAL DESCRIPTION AND PLAT**

QK will prepare a legal description and a plat for the Appleblossom Lift Station. It is understood that the size and configuration of said legal description are predefined through the plan coordination of QK with the District. The QK survey team will prepare a legal description using a parcel base that we compile from existing project information. The specific scope of services for this task is as follows:

- Compile parcel information to serve as a base for the legal description.
- Write a legal description based on the Client's design and requirements.
- Draft plat to accompany description showing the boundary and parcel information.
- Internal QA/QC by a professional land surveyor.
- Respond to comments from the District and process through approval.
- Provide the final description and plat signed and sealed by a professional land surveyor to the District for recording of the new deed.

Deliverable:

- Signed and sealed legal description and plat

**TASK 3.0      RECORD OF SURVEY**

Pursuant to Section 8762(b)(5) of the California Business and Professions Code, QK will prepare a Record of Survey to be filed with the County Recorder. The Record of Survey, pursuant to State law, must be processed through and approved by the County Surveyor. The Record of Survey must be submitted within 90 days of completion of the field survey or setting of monuments. The Record of Survey will be prepared and filed in accordance with the California Business and Professions Code. Our scope of services will consist of the following elements:

- Draft Record of Survey Map.
- QA/QC review of files by a professional land surveyor.
- Organize and prepare maps and reference documents for submittal to the County Surveyor.
- Respond to comments, up to two (2) rounds of comments, and process the map through approval of the County Surveyor.
- Send the final signed mylar for recording in the County Recorder's office.

Deliverables:

- One (1) original stamped and signed Record of Survey submitted to the County for recording in the public record
- Electronic map in PDF format submitted to the Client

**TASK 4.0 SET PROPERTY CORNERS**

QK will set property corners based on the approved Record of Survey at locations required by the County. The fee presented for this task assumes one (1) day of fieldwork setting property corners.

Deliverable:

- Permanent survey monuments set at corners identified on the Record of Survey Map

**SCHEDULE**

Task	Description	Duration
1.0	Boundary and Limited Topographic Survey	5 Business Days
2.0	Legal Description and Plat	5 Business Days
3.0	Record of Survey	10 Business Days
4.0	Set Property Corners	1 Business Day
<b>Total Duration</b>		<b>21 Business Days</b>

**FEE ESTIMATE**

Task	Description	Fee Type	Fee Amount
1.0	Boundary and Limited Topographic Survey	Fixed Fee	\$9,700
2.0	Legal Description and Plat	Fixed Fee	\$4,000
3.0	Record of Survey	Fixed Fee	\$3,700
4.0	Set Property Corners	Fixed Fee	\$3,700
<b>Total Fee</b>			<b>\$21,100</b>

**Notes:**

1. Expenses for reproduction, mailing, mileage, etc., are included in the fixed fee above and billed per our attached Charge Rate Schedule.
2. Tasks billed by fixed fees will be invoiced monthly based on the percentage of work completed.
3. Additional Services requested in writing and approved by the client will be provided on a time-and-materials basis.
4. The Fee Estimate is good for a period of 90 days from the date of the proposal. After 90 days, the Fee Estimate is subject to change.
5. Fees for field surveying activities are subject to the payment of Prevailing Wages for Kern County.

**EXCLUSIONS AND ASSUMPTIONS**

- The fee given for this task assumes that all survey monumentation needed to resolve the boundary can be observed in one (1) field day. Should site conditions, such as missing monumentation or traffic safety issues, be encountered requiring additional field visits, the additional field time will be billed on a time-and-materials (T&M) basis in accordance with the attached Charge Rate Schedule.
- A preliminary title report provided by the Client is required prior to the commencement of work.
- Utility research is excluded.
- Subsurface utilities are excluded.
- Map checking/filing fees are the responsibility of the Client; the fees for map review through the County Surveyor and recording through the County Recorder will be determined at the time of submittal, but are estimated to be \$400.
- Any service not specifically identified herein is excluded from this proposal.

**AUTHORIZATION OF SERVICES**

In order to authorize the services described herein, please send us a Task Order and Notice to Proceed. Typically, we can begin our services within five (5) business days of the time authorization is received, depending on the Client's needs and schedule constraints.

Ben Stewart/Rosamond CSD  
April 8, 2026

Page 4 of 4

Thank you for the opportunity to propose on this project. If you have any questions or would like to discuss this proposal further, please contact Kristie Achee at (661) 616-2600. We look forward to working with you on this important project.

Sincerely,



Kristie Achee, PLS  
Senior Project Manager



Cathy Williams, PE, QSD/QSP, ENV SP  
Branch Manager - Bakersfield

Enclosure: Charge Rate Schedule

cc: Kim Domingo with RCSD

P260227  
DMY/KMA/CW

# Charge Rate Schedule



## 2026 CHARGE RATE SCHEDULE

<b>TECHNICAL SERVICES</b>	
Project Administrator	\$105 / hour
Assistant CADD Technician / Assistant CADD Designer / GIS Technician	\$110 / hour
Associate CADD Technician / Associate CADD Designer / Associate GIS Analyst	\$125 / hour
Senior Associate CADD Technician/ Senior Associate CADD Designer / Senior Associate GIS Analyst	\$135 / hour
Senior CADD Technician / Senior CADD Designer / Senior GIS Analyst	\$165 / hour
<b>PROFESSIONAL SERVICES</b>	
<b>Engineering</b>	
Assistant Engineer	\$135 / hour
Associate Engineer	\$162 / hour
Senior Associate Engineer	\$185 / hour
Project Engineer	\$215 / hour
Senior Engineer / City Engineer / District Engineer	\$249 / hour
Senior Air Quality Engineer	\$280 / hour
Principal Engineer	\$280 / hour
Senior Principal Engineer: VP/ President	\$300 / hour
<b>Planning and Environmental</b>	
Assistant Environmental Scientist	\$110 / hour
Assistant Planner	\$115 / hour
Associate Planner / Associate Environmental Scientist	\$135 / hour
Senior Associate Environmental Scientist	\$155 / hour
Senior Associate Planner	\$160 / hour
Senior Planner / Senior Environmental Scientist	\$190 / hour
Principal Planner / Principal Environmental Scientist	\$220 / hour
<b>Landscape Architecture</b>	
Landscape Architect Technician / Designer	\$120 / hour
Associate Landscape Architect / Designer	\$125 / hour
Senior Associate Landscape Architect / Designer	\$135 / hour
Senior Landscape Designer	\$165 / hour
Senior Landscape Architect	\$185 / hour
Principal Landscape Architect	\$210 / hour
<b>Construction and Project Management</b>	
Field Construction Observer	\$149 / hour
Senior Field Construction Observer	\$170 / hour
Assistant Construction Manager / Assistant Project Manager	\$135 / hour
Associate Construction Manager / Associate Project Manager	\$149 / hour
Construction Manager / Project Manager	\$160 / hour
Senior Associate Construction Manager / Senior Associate Project Manager	\$175 / hour
Senior Construction Manager / Senior Project Manager	\$205 / hour
Principal Construction Manager	\$225 / hour
Principal Project Manager	\$230 / hour
<b>Surveying</b>	
Assistant Surveyor	\$129 / hour
Associate Surveyor	\$145 / hour
Senior Associate Surveyor	\$175 / hour
Project Surveyor	\$200 / hour
Senior Surveyor	\$215 / hour
Principal Surveyor	\$255 / hour
One-Person Survey Crew	\$195 / hour
Two-Person Survey Crew	\$305 / hour
Three-Person Survey Crew	\$390 / hour
UAV Pilot	\$205 / hour
UAV Flight Observer	\$175 / hour

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit.

<b>EXPENSES</b>	
Plotting, Printing and Reproduction, Equipment Rental, Postage and Shipping	1.15 x Cost
Transportation and per diem (QK will provide documented evidence of business travel, travel outside of work areas shall be pre-approved by Client)	1.15 x Cost
Mileage	\$0.83 / mile
Other Expenses – Including Subconsultants & Purchased Services through Subcontracts	1.15 x Cost

Rates are effective through December 31, 2026. If contract assignment extends beyond that date, a new rate schedule may be added to the contract. Expert Witness/ Litigation support will be billed as quoted.

Rates based on "Prevailing Wage" (PW) for Construction Surveying will be determined by project and County per California law.

# STAFF REPORT

## Rosamond Community Services District

DATE: June 24, 2026

TO: Board of Directors

FROM: Kim Domingo, General Manager

Subject: Award the Arsenic Consolidation Phase 1A Construction Project to West Valley Construction

Strategic Plan Element Addressed: 5.0 Maintain our Water and Wastewater Systems

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### **RECOMMENDATION:**

Identify West Valley Construction as the Low Bid, Award the Arsenic Regional Consolidation Project Phase 1A to West Valley Construction and Authorize the President to Execute the Agreement.

### **BACKGROUND:**

On June 17, 2020, the District entered into a grant agreement with the State Water Resources Control Board (SWRCB) for the construction of the Arsenic Regional Consolidation Project. The project involves the consolidation of several small water systems with the District's water system. The grant agreement has been amended three times, most recently on May 21, 2025. The \$17.7 million grant provides for planning, design and construction of the water pipelines that will connect the small water systems.

In order to facilitate construction of portions of the project that are "shovel-ready," the project has been modified to phase individual systems that can undergo construction without the need for easement acquisition.

Phase 1 included the pipeline and connections to Rosamond Mobile Home Park, Desert Breeze Mobile Home Park and Rose Villa Apartments, all of which are south of Rosamond Boulevard and between 10<sup>th</sup> Street West and 15<sup>th</sup> Street West. The Board has taken several actions on this phase of the project, which has been completed. All three customers have been connected to the District water system successfully.

Phase 1A includes the connections to Rosamond High School located on Rosamond Boulevard and Antelope Valley Mobile Home Park located on 20<sup>th</sup> Street West.

On March 25, 2026, the Board approved the bid documents and authorized the advertisement for bids.

On May 13, 2026, bids were opened for the project with the following result:

<b>Contractor</b>	<b>Home Office</b>	<b>Bid (\$)</b>
West Valley Construction	Campbell, CA	822,266
HPS Mechanical	Bakersfield, CA	930,000

West Valley, who successfully completed Phase 1, is the low bid.

This project is paid for up front by the District and reimbursed through a grant from the State Department of Water Resources.

**ANALYSIS:**

This project has taken many years to begin construction, and this phase is the second of three different phases. This phase provides a major water quality improvement for Rosamond High School.

**FISCAL REVIEW:**

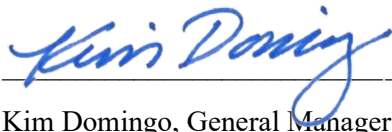
The costs for the project are reimbursed through a State grant, including District administrative and management costs, so there is no net cost to the District.

**LEGAL REVIEW:**

N/A

**CONCLUSION:**

Approval is recommended.

A handwritten signature in blue ink that reads "Kim Domingo". The signature is written in a cursive style and is positioned above a horizontal line.

Kim Domingo, General Manager

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Sherri Timm, Director of Administration

**ATTACHMENTS:**

Bid Tabulation  
Agreements

<b>Bid Tabulation</b> <b>RCSD Arsenic Consolidation Phase 1A Project</b> <b>Rosamond High School and AV MHP</b> <b>RCSD Capital Project No. 01062</b> <b>Bid Opening: May 13, 2026, 2 pm</b>				<b>West Valley Construction Company Inc</b> <b>603 Campbell Technology Parkway</b> <b>Campbell, CA 95008</b> <b>Lic. 174968</b>		<b>HPS Mechanical, Inc</b> <b>3100 E Belle Terrace</b> <b>Bakersfield, CA 93307</b> <b>Lic. 793014</b>	
Item No.	Qty	Unit	Description	Unit Price	Total Amount	Unit Price	Total Amount
<b>Base Bid Items</b>							
1	1	LS	Mobilization / Demobilization /Cleanup	40,000.00	40,000.00	45,562.00	45,562.00
2	1	LS	Preparation and Compliance w/ SWPPP	1,400.00	1,400.00	10,000.00	10,000.00
3	1	LS	Preparation and Compliance w/ PM-10	850.00	850.00	10,000.00	10,000.00
4	1	LS	Traffic Control Plan and Implementation	38,000.00	38,000.00	20,000.00	20,000.00
5	1	LS	Cost-Loaded Critical Path Method Schedule	500.00	500.00	5,000.00	5,000.00
6	1	LS	Sheeting, Shoring, and Bracing	23,000.00	23,000.00	5,000.00	5,000.00
7	1	LS	Pothole Existing Utilities	33,000.00	33,000.00	10,000.00	10,000.00
8	1	LS	Connection to Existing Water Main 30th West	16,000.00	16,000.00	15,000.00	15,000.00
9	1	LS	Connection to Existing Water Main 20th West	14,000.00	14,000.00	10,000.00	10,000.00
10	20	LF	8 -inch Diameter C900 PVC Water Main Pipe	146.00	2,920.00	150.00	3,000.00
11	1242	LF	10-inch Diameter C900 PVC Water Main Pipe	138.00	171,396.00	189.00	234,738.00
12	1	EA	Combination Air Valve Assembly	17,000.00	17,000.00	10,000.00	10,000.00
13	3	EA	8-Inch Butterfly Valve	7,300.00	21,900.00	7,000.00	21,000.00
14	110	LF	2-inch Diameter SCH 80 PVC Water Pipe	30.00	3,300.00	70.00	7,700.00
15	1	EA	2-inch water Meter Assembly	34,000.00	34,000.00	45,000.00	45,000.00
16	1	EA	2-inch Pressure Reducing Valve	5,500.00	5,500.00	10,000.00	10,000.00
17	1	EA	8-inch Reduced Pressure Zone Backflow Prevention Assembly	58,000.00	58,000.00	60,000.00	60,000.00
18	1	EA	10-inch Reduced Pressure Zone Detector Backflow Prevention Assembly	63,000.00	63,000.00	70,000.00	70,000.00
19	1	LS	1-inch Sample Station	4,000.00	4,000.00	10,000.00	10,000.00
20	1	LS	Connection to Existing Water System at Rosamond High School	14,000.00	14,000.00	13,000.00	13,000.00
21	1	LS	Connection to Existing Water System at Antelope Valley Mobile Estates	2,600.00	2,600.00	5,000.00	5,000.00
22	1	LS	Destroy Two Wells at Antelope Valley Mobile Estates	50,000.00	50,000.00	55,000.00	55,000.00
23	1	LS	Removal of Existing Facilities at Rosamond High Schools Well Site	17,500.00	17,500.00	15,000.00	15,000.00
24	1	LS	Removal of Existing Facilities at Antelope Valley Mobile Estates Well Site	42,000.00	42,000.00	75,000.00	75,000.00
25	1	LS	6-inch Diameter C200 Steel Water Pipeline at Rosamond High School Well Site	73,000.00	73,000.00	45,000.00	45,000.00
26	1	LS	Removal and Replacement of Existing Water Meter at Rosamond High School	20,000.00	20,000.00	20,000.00	20,000.00
27	1	LS	Hydrostatic Pressure and Leakage Testing of Pipelines	9,000.00	9,000.00	5,000.00	5,000.00
28	1	LS	Disinfection and Bacteriological Testing of Pipelines	9,000.00	9,000.00	10,000.00	10,000.00
29	1	LS	Site Restoration	9,500.00	9,500.00	45,000.00	45,000.00
30	1	LS	Asphalt Pavement Restoration	27,000.00	27,000.00	35,000.00	35,000.00
31	1	EA	Project Identification Sign	900.00	900.00	5,000.00	5,000.00
			<b>Total Base Bid</b>		<b>822,266.00</b>		<b>930,000.00</b>
			<b>Subcontractors</b>				
			Traffic Control Plan and Implementation		Traffic Management LLC		
			Painting and Coating		Wm. B. Saleh Co		Wm. B. Saleh Co
			Well Abandonment		S.A. Camp Pump and Drilling		S.A. Camp Pump and Drilling
			Construction Staking				Diversified Project Services International Inc.
			Asphalt				Burtch Construction
			Sawcut				Austin Enterprise
			Concrete				BMV Inc.

## AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between Rosamond Community Services District, hereinafter called the “District,” and \_\_\_\_\_ West Valley Construction Company Inc \_\_\_\_\_, hereinafter called the “Contractor;”

**WITNESSETH:** That the District and the Contractor, for the consideration hereinafter named, agree as follows:

1. This Contract is for all materials and services necessary to complete the project described in the Contract Documents for the Specifications for Project No. 01062-12 for Construction of the Arsenic Regional Consolidation Project Phase 1A.
2. The Contract includes all of the Contract Documents, to wit: the Notice Inviting Bids, the Instructions to Bidders, the accepted Proposal and Proposal Bidding Schedule, the Contractor’s Licensing Statement, the Information Required of Bidders, the Agreement, the Faithful Performance Bond, the Payment Bond, the Non-Collusion Affidavits, the Notice to Proceed, the General Conditions, the Special Conditions, the Specifications and Drawings, Appendices, and any change order or Addenda setting forth any modifications or interpretations of any of said Documents. All said Documents are hereby incorporated in and made a part of this Agreement.
3. The Contractor shall furnish all labor, materials, equipment, and other facilities and perform in good and workmanlike manner all work under the Contract for the District in strict conformity with this Contract and the Contract Documents, including but not limited to the Specifications and Drawings, and to the approval and entire satisfaction of the Engineer and District.
4. Notwithstanding anything in this Contract or the Contract Documents to the contrary, the Contractor hereby makes and shall obtain or caused to be obtained from all subcontractors and suppliers all certifications, stipulations and agreements required by, and shall ensure that Contractor and all subcontractors and suppliers comply with all applicable requirements of the Rosamond Community Services District. Contractor further agrees to assist District by providing it with any further information or documentation that the District reasonably determines may be necessary from Contractor for the District.
5. The District will pay the Contractor in current funds for the performance of the Contract the sum stated in the Proposal Bidding Schedule, in the manner, at the time and upon the conditions as stated in the Contract Documents, and will otherwise fulfill its obligations as provided in the Contract.
6. All time limits stated in the Contract Documents are of the essence.
7. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, as well as their heirs, successors, and assigns.

8. Unless otherwise ordered by the Engineer, the Contractor shall begin the Work within ten (10) calendar days after issuance of the Notice to Proceed and complete the work in accordance with the schedule set forth in the Special Conditions. Pursuant to section 53069.85 of the Government Code, Contractor agrees that if the work is not completed on or before the expiration of the completion time or times specified in the Special Conditions, or within such extensions of time as may be granted, the District may retain the sum set forth in the Special Conditions each day thereafter, Sundays and holidays included, that the Work remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the District will sustain per day by the failure of the Contractor to complete the Work at the time stipulated, and this sum is not to be construed in any sense a penalty or forfeiture.
9. Labor Certification - Contractor states that it is aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with provisions of that Code, and Contractor agrees to comply with such provisions before commencing the performance of the Work of this Contract.
10. **Indemnification:**
  - a. The Contractor shall assume the defense of and indemnify and save harmless the District and the Engineer and their respective directors, officers, employees and agents from any and all loss, damage, liability, claims, or causes of action of every nature whatsoever for damage to or destruction of property, including the District's property, or for injury to or death of persons, including Contractor's employees, in any manner, including that alleged to have been caused by the negligence of the indemnities of any of them, arising out of or incident to the performance of this Contract; provided, however, that the Contractor shall have no such obligation with respect to such of the foregoing as are actually caused by the sole negligence or willful misconduct of the indemnities or any of them; and provided further, that the Contractor shall not be liable for damages resulting solely from error or omission in design that were not due to or contributed to by negligence or fault of the Contractor, his subcontractors, agents or employees.
  - b. The Contractor shall at all times preserve and protect the work installed and performed hereunder, and assume full responsibility for the condition thereof until final acceptance by the District. Contractor shall be liable for any loss or damage to any work in place and to any materials on the job site that may be caused by Contractor, his employees, agents, or guests. Any such damage shall be immediately repaired by Contractor, and, upon failure to do so, the District may remedy the same and deduct the cost thereof from any amount due or to become due to the Contractor.
  - c. The Contractor shall assume the defense of and indemnify and save harmless the District and the Engineer and their respective directors, officers, employees and agents, and the real property upon which the work called for by this Contract is being performed, against any and all liens, claims, demands, and costs, including

attorney's fees, for labor and material furnished to the Contractor or any of his subcontractors in connection with the performance of this Contract. In the event that the Contractor or any of his subcontractors shall fail to pay for any material or labor used in the performance of this Contract, or any lien is filed against the said property, or any claim is asserted or action is filed against the said property, or any claim is asserted or action filed on any Bond, by any person claiming to have furnished labor or materials to the Contractor or any of his subcontractors in connection with the performance of this Contract, the District shall be entitled, at its option, to pay for said material or labor, or discharge any such lien, or to pay or settle any such claim or action and to deduct the amount so paid, together with any and all costs and attorney's fees incurred by or on behalf of the District in connection with any such payment, discharge, or settlement, from amounts due or to become due to the Contractor hereunder. The District may also deduct from any amounts due or to become due to the Contractor, any other amounts owing by the Contractor to the District, including the cost of any materials, labor, services, equipment or facilities supplied by the District as to which the Contractor has the obligation to supply the same hereunder. In the event that the balance that otherwise would be due the Contractor, shall be insufficient to so reimburse the District, the Contractor shall pay the District any deficiency upon demand.

- d. The Contractor shall pay all royalties and license fees. He shall, at his own cost, expense and risk, defend any and all suits or claims for infringement of any patent rights and shall save the District and its Directors, officers, employees and agents harmless from loss of account thereof; except that the District shall be responsible for all such loss when a particular manufacturer is specified by it, but if the Contract has information that the process or article specified is or may be an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information, in writing, to the Engineer.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first above written.

Rosamond Community Services District

(District Seal)

By: \_\_\_\_\_

\_\_\_\_\_  
Rosamond Community Services District

Contractor

By: \_\_\_\_\_  
(Title)

(CONCORPORATE SEAL)

And: \_\_\_\_\_  
(Title)

**\*\*END OF SECTION\*\***

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**FAITHFUL PERFORMANCE BOND  
KNOW ALL MEN BY THESE PRESENTS**

**THAT, WHEREAS,** the Rosamond Community Services District, State of California, entered into a Contract dated \_\_\_\_\_, 2026, with West Valley Construction Company Inc hereinafter designated as the "Contractor," for Arsenic Regional Consolidation Project, Phase 1A

\_\_\_\_\_ ; and,

**WHEREAS,** the said Contractor is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract.

**NOW, THEREFORE, WE,** the undersigned Contractor, as Principal, and \_\_\_\_\_ (corporate surety), a corporation organized and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto Rosamond Community Services District in the penal sum of Eight Hundred Twenty Two Thousand, Two Hundred Sixty Six & no/100 Dollars (\$ 822,266.00), lawful money of the United States, said sum being equal in amount to one-hundred percent (100%) of the total Contract amount payable by the said Rosamond Community Services District under the terms of the Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH, THAT,** if the above-bonded Contractor, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Rosamond Community Services District, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the Specifications.

**IN WITNESS WHEREOF, WE** have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Contractor: West Valley Construction Company Inc Surety: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Home Office

Address: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Attorney-

In-Fact: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Seal

**NOTE:** This bond must be acknowledged before a Notary Public, and a legally sufficient power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

**PAYMENT BOND  
KNOW ALL MEN BY THESE PRESENTS**

**THAT, WHEREAS,** the ROSAMOND COMMUNITY SERVICES DISTRICT has awarded West Valley Construction Company, Inc. hereinafter designated as the “Contractor,” for the Arsenic Regional Consolidation Project Phase 1A; and,

**WHEREAS,** said Contractor is required by the provisions of Division 4, Part 6, Title 3, of the Civil Code of the State of California, including, but not limited to Civil Code Sections 9550-9566, inclusive, to furnish a bond in connection with said Contract, as hereinafter set forth.

**NOW, THEREFORE, WE,** \_\_\_\_\_

the undersigned Contractor, as Principal, and \_\_\_\_\_

\_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_ and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the ROSAMOND COMMUNITY SERVICES DISTRICT in the sum of Eight hundred twenty two thousand two hundred sixty six and no/100 Dollars (\$822,266.00), lawful money of the United States, said sum being equal in amount to one-hundred percent (100%) of the total Contract amount payable by the said ROSAMOND COMMUNITY SERVICES DISTRICT under the terms of the Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH, THAT,** if said Contractor, his or its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay for any materials, provisions, implements, or machinery used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor as required by the provisions of Division 4, Part 6, Title 3, Chapter 5 of the Civil Code; and provided that the claimant shall have complied with the provisions of said Code, the surety or sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case a suit is brought upon this bond, the said Surety will pay a reasonable attorney’s fee to be fixed by the court. This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Division 4, Part 6, Title 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the Specifications.

**IN WITNESS WHEREOF, WE** have hereunto set our hands and seals this \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_, 2026.

In witness whereof, we hereunto set our hands and seals this \_\_\_\_\_ day of  
\_\_\_\_\_, 2026.

Contractor: \_\_\_\_\_

Surety: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Home Office  
Address: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Attorney-  
in-Fact: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Seal

Phone: \_\_\_\_\_

**Date of Bond shall not be prior to date of Contract.**

**NOTE:** This bond must be acknowledged before a Notary Public, and a legally sufficient power of attorney must be attached to the bond to verify the authority of any party signing on behalf of a surety.

**NOTICE TO PROCEED FORM**

TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT: ROSAMOND COMMUNITY SERVICES DISTRICT

SPECIFICATIONS FOR PROJECT NO. 01062-12

Arsenic Regional Consolidation Project Phase 1A

**DATE:**

You are hereby notified to commence work in accordance with the Contract Documents for the above-described project on or before \_\_\_\_\_. **You are to complete the WORK by \_\_\_\_\_ (date).**

DISTRICT – ROSAMOND COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_  
Kim Domingo, General Manager

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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## STAFF REPORT

Rosamond Community Services District

DATE: June 24, 2026

TO: Board of Directors

FROM: Kim Domingo, General Manager

Subject: Award the Sludge Removal Phase 1 Project to Mike Bubalo Construction

Strategic Plan Element Addressed: 5.0 Maintain our Water and Wastewater Systems

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### **RECOMMENDATION:**

Identify Mike Bubalo Construction as the Low Bid, Award the Contract to Mike Bubalo Construction and Authorize the President to Execute the Agreements for the Sludge (Biosolids) Removal Project – Phase 1 Bid Documents.

### **BACKGROUND:**

The District Wastewater Treatment Plant operates under Regional Water Quality Control Board, Lahontan Region (Lahontan) Board Order No. R6V-2019-0251 (Order), which includes a time schedule requirement to submit a Work Plan to remove and dispose sludge from the existing evaporation/oxidation ponds by March 1, 2021. A Work Plan was submitted to Lahontan on May 2, 2023 in compliance with the Order. The Work Plan included a time schedule in which the District would complete the removal of the sludge.

A revised Work Plan was submitted to Lahontan on February 6, 2024, modifying the alternatives to be considered and extending the sludge removal deadline to January 31, 2026. An updated Work Plan was submitted to Lahontan on March 24, 2026 extending the sludge removal deadline to September 30, 2027.

On July 23, 2025, the Board adopted Resolution 2025-11, authorizing the solicitation of private financing proposals to fund the project. On October 8, 2025, the Board adopted Resolution 2025-15, approving the execution of loan documents to fund the project. The borrowed amount is \$10,200,000.

On April 8, 2026, the Board approved the bid documents for the project and authorized the advertisements to bid. The Engineer's Estimate for this Phase was \$6.2 million.

On June 4, 2026, one bid was received and opened from Mike Bubalo Construction in the amount of \$5,799,000, which is below the Engineer's Estimate.

**ANALYSIS:**

This project is the first step in meeting the Lahontan Board Order as it relates to the accumulated sludge in Ponds 1-13. Funding has been secured and the bid is within budget.

**FISCAL REVIEW:**

The funding was secured with the guidance of our accounting consultant and bond counsel. The bid for this first phase is within the secured funding.

**LEGAL REVIEW:**

None

**CONCLUSION:**

Staff recommends approval.

  
\_\_\_\_\_  
Kim Domingo, General Manager

\_\_\_\_\_  
Sherri Timm, Director of Administration

Attachments: Bid Tabulation  
Agreements



**DOCUMENT 00 5200  
AGREEMENT**

THIS AGREEMENT, entered into on this day of June 24, 2026, is by and between Mike Bubalo Construction Co Inc \_\_\_\_\_, whose place of business is located at 5102 Gayhurst Ave, Baldwin Park CA 91706 ("Contractor"), and the ROSAMOND COMMUNITY SERVICES DISTRICT, a political subdivision of the State of California (hereinafter "Owner"), acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, in consideration for the promises and payment to be made and performed by Owner, and under the conditions expressed in the incorporated Bid Proposal (Bid), bonds and related papers, Contractor agrees to do all the work and furnish all the materials at the expense of Contractor (except such as the Specifications state will be furnished by Owner) necessary to construct and complete in a good and workmanlike manner to the satisfaction of the Rosamond Community Services District all the work shown and described in the plans and specifications for the project known as:

**WWTP Biosolids Removal Project – Phase 1**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and Owner agree as follows:

**ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT**

**1.01 Work of the Contract**

- A. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents (**Work**).

**1.02 Price for Completion of the Work**

- A. Owner shall pay Contractor the following Contract Sum of Five Million Seven Hundred Ninety-Nine Thousand and no/100 **Dollars (\$ 5,799,000.00 )** for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.

**ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK**

**2.01 Commencement of Work**

- A. Contractor shall commence Work on the date established in the Notice to Proceed (**Commencement Date**).
- B. Owner reserves the right to modify or alter the Commencement Date.

**2.02 Completion of Work**

- A. Contractor shall achieve Final Completion of the entire Work **120 Working Days** from the Commencement Date.

**ARTICLE 3 - LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK**

**3.01 Liquidated Damage Amounts**

- A. As liquidated damages for delay Contractor shall pay Owner five Hundred **dollars (\$500)** for each Calendar Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

**3.02 Scope of Liquidated Damages**

- A. Measures of liquidated damages shall apply cumulatively.

- B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

#### **ARTICLE 4 - CONTRACT DOCUMENTS**

- 4.01** Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Document 00 0101	Title Page
Document 00 1113	Notice to Contractors
Document 00 2113	Instruction to Bidders
Document 00 3100	Geotechnical Data and Existing Conditions
Document 00 4100	Bid Form
Document 00 4412	Bidder Information Form
Document 00 4430	Subcontractors List
Document 00 4452	Non-Collusion Declaration
Document 00 4453	Iran Contracting Act Certification
Document 00 4455	Bidder Certifications
Document 00 5199	Proposed Contract Documents Transmittal Agreement
Document 00 5200	Agreement
Document 00 5590	Release of Claims
Document 00 6001	Construction Performance Bond
Document 00 6002	Construction Labor and Material Payment Bond
Document 00 6003	Guaranty
Document 00 6200	Withheld Contract Funds Certification
Document 00 7200	General Conditions
Document 00 7280	Apprenticeship Programs
Document 00 7300	Supplementary Conditions – Insurance
Document 00 9111	Addendum Form - RCSD
Master Specifications	Divisions 01
Technical Specifications	
Drawings	

- 4.02** There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 (General Conditions).

#### **ARTICLE 5 - MISCELLANEOUS**

- 5.01** Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4216 (Definitions) and will have the meaning indicated therein.
- 5.02** It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 5.03** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time Owner tenders final payment to Contractor, without further acknowledgment by the parties.
- 5.04** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California

Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is 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 Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

**5.05** This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Kern, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of Kern.

IN WITNESS WHEREOF the parties have executed five original Agreements on the day and year first above written.

RECOMMENDED AND APPROVED  
AS TO CONTENT:

CONTRACTOR:

Mike Bubalo Construction Co Inc

\_\_\_\_\_  
Firm's Name

By

\_\_\_\_\_  
Kim Domingo, General Manager

\_\_\_\_\_  
Type of Entity

(Corporation, partnership, sole proprietorship)

By

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

ROSAMOND COMMUNITY SERVICES DISTRICT

\_\_\_\_\_  
Title of Individual Executing Document on behalf of Firm

By

\_\_\_\_\_  
Gregory Washington  
President, Board of Directors

**NOTICE:** CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND ARE REGULATED BY CONTRACTORS' STATE LICENSE BOARD. QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THAT BOARD, WHOSE ADDRESS IS: CONTRACTORS' STATE LICENSE BOARD, 1020 "N" STREET, SACRAMENTO, CALIFORNIA 95814.

**END OF DOCUMENT**

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**DOCUMENT 00 5590**

**AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS  
[Public Contract Code § 7100]**

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS (“Agreement and Release”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Rosamond Community Services District (hereinafter “Owner”), and \_\_\_\_\_ (“Contractor”), whose place of business is at \_\_\_\_\_.

**RECITALS**

Owner and Contractor entered into Contract Number \_\_\_\_\_ (the “Contract”) for construction of Owner’s **WWTP Biosolids Removal Project – Phase 1** located **just North of Patterson Rd and East of 10<sup>th</sup> Street W, Rosamond, CA 93560.**

- A. The Work under the Contract has been completed.

**AGREEMENT**

NOW THEREFORE, it is mutually agreed between Owner and Contractor as follows:

- 1. Contractor will not be assessed liquidated damages except as detailed below:

Original Contract Sum           \$ \_\_\_\_\_  
Modified Contract Sum         \$ \_\_\_\_\_  
Payment to Date                 \$ \_\_\_\_\_  
Liquidated Damages            \$ \_\_\_\_\_  
Payment Due Contractor        \$ \_\_\_\_\_

- 2. Subject to the provisions of this Agreement and Release, Owner will forthwith pay to Contractor the sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$ \_\_\_\_\_) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with Owner as of the date of such payment.
- 3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against Owner arising from the Contract, except for the claims described in Paragraph 4 of this Document 00 5590. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against Owner, and all if its agents, employees, consultants, inspectors, representatives, assignees and transferees, except for the Disputed Claims set forth in Paragraph 4 of this Document 00 5590. Nothing in this Agreement and Release shall limit or modify Contractor’s continuing obligations described in Paragraph 6 of this Document 00 5590.
- 4. The following claims submitted under Document 00 7200 (General Conditions), Article 12, are disputed (hereinafter, the “Disputed Claims”) and are specifically excluded from the operation of this Agreement and Release.

**[Insert information in Chart below, affix attachment if necessary]**

CLAIM NO.	DATE SUBMITTED	DESCRIPTION OF CLAIM	AMOUNT OF CLAIM

5. Consistent with California Public Contract Code §7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2 of this Document 00 5590, Contractor hereby releases and forever discharges Owner, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.
7. Contractor shall immediately defend, indemnify and hold harmless Owner, any of the Owner's Representatives, and all of their agents, employees, consultants, inspectors, assignees and transferees, from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in Paragraph 4 of this Document 00 5590.
8. Contractor hereby waives the provisions of California Civil Code §1542, which provide as follows:
 

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**
9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.
11. All rights of Owner shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.

**\*\*\* CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING \*\*\***

APPROVED AS TO FORM:

<<\_\_\_\_\_ (Contractor)>>

Type of Entity  
(corporation, partnership, sole proprietorship)

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Signature

ROSAMOND COMMUNITY SERVICES DISTRICT

\_\_\_\_\_  
Typed Name

By \_\_\_\_\_  
Kim B. Domingo, General Manager

\_\_\_\_\_  
Title of Individual Executing  
Document on behalf of Contractor

**END OF DOCUMENT**

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**DOCUMENT 00 6001**  
**CONSTRUCTION PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

- A. THAT WHEREAS, the ROSAMOND COMMUNITY SERVICES DISTRICT (hereinafter “**Owner**”), a public agency of the State of California, has awarded to Mike Bubalo Construction Co Inc, as Principal, a contract dated June 10, 2026 (the “**Contract**”), in the amount of \$5,799,000.00. The Contract is by this reference made a part hereof, for the work of the following project:

**WWTP Biosolids Removal Project – Phase 1**

- 1.02** AND WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;
- 1.03** NOW, THEREFORE, we, the undersigned Principal and \_\_\_\_\_, as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
- 1.04** THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Contract during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal’s part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.
- 1.05** No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, or work or actions by Owner to mitigate the damages resulting from any breach in performance by Contractor, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.
- 1.06** Whenever Principal shall be and declared by Owner in default under the Contract, Surety shall promptly remedy the default, or shall promptly, and in no event later than thirty (30) days from notice:
- A. Undertake through its agents or independent contractors (but having qualifications and experience reasonably acceptable to Owner), to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or

B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Contract and any amendments thereto, less the amount paid by Owner to Principal.

**1.07** Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others. If suit is brought upon this bond the Surety shall pay reasonable costs and attorney's fees to be fixed by the court.

**1.08** Surety may not use Contractor to complete the Contract absent Owner's Consent. Owner shall have the right in its sole discretion to continue the work of the Contract, as necessary following a default and/or termination, as necessary to prevent risks of personal injury, property damage or delay to the Project.

**1.09** No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.

**1.10** Surety shall join in any proceedings brought under the Contract upon Owner's demand, and shall be bound by any judgment.

**1.11** Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**CONTRACTOR AS PRINCIPAL**  
(Corp. Seal)

**SURETY**  
(Corp. Seal)

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone

**END OF DOCUMENT**

**DOCUMENT 00 6002**  
**CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

**1.01** THAT WHEREAS, the ROSAMOND COMMUNITY SERVICES DISTRICT (hereinafter "**Owner**"), a public agency of the State of California, has awarded to Mike Bubalo Construction Co Inc, as Principal, a contract dated June 10, 2026 (the "**Contract**"), in the amount of \$ 5,799,000.00. The Contract is by this reference made a part hereof, for the work of the following project:

**WWTP BIOSOLIDS REMOVAL PROJECT – Phase 1**

- A. AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;
- B. NOW, THEREFORE, we, the undersigned Principal and \_\_\_\_\_, as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE (\$ 5,799,000.00), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
- C. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code §9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.
- D. This bond shall inure to the benefit of any of the persons named in California Civil Code §9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.
- E. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.
- F. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing

Owner's rights against the other. If suit is brought upon this bond the Surety shall pay reasonable costs and attorney's fees to be fixed by the court.

G. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CONTRACTOR AS PRINCIPAL**

(Corp. Seal)

**SURETY**

(Corp. Seal)

\_\_\_\_\_  
Company

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone

**END OF DOCUMENT**

**DOCUMENT 00 6003  
GUARANTEE**

TO: THE ROSAMOND COMMUNITY SERVICES DISTRICT (hereinafter "Owner"), for construction of **WWTP Biosolids Removal Project – Phase 1** located **north of Patterson Rd and east of 10<sup>th</sup> Street W, Rosamond, CA 93560.**

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to Owner for a period of one year following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance of the Work completed.

If within one year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by Owner and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents.

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The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

_____	_____
Date	Name/Title
_____	_____
Mike Bubalo Construction Co Inc	
_____	_____
Contractor	Signature

**For maintenance, repair or replacement service contact:**

_____	_____
Name	Telephone
_____	_____
Address	Alt. Telephone
_____	
City, State, and Zip	

**END OF DOCUMENT**

**DOCUMENT 00 6200  
WITHHELD CONTRACT FUNDS CERTIFICATION**

Public Contract Code Section §22300 requires the inclusion in invitations for public agency bids and in public agency contracts a provision which will, at the expense of the contractor, permit the substitution of securities of equal value for any construction progress monies withheld to ensure performance under a contract. Therefore, as a contractor on: **WWTP Biosolids Removal Project – Phase 1**

- [ ] I do not intend to substitute securities for monies withheld and thereby avail myself of the process and rights provided in Public Contract Code Section §22300.
- [ ] I do intend to exercise my option as specified in Public Contract Code Section §22300 and hereby agree to the following:
1. I will establish an escrow agreement satisfactory to the Owner, with a state or federally chartered bank, which shall contain at a minimum provisions governing inter alia:
    - a. The amount of securities to be deposited;
    - b. The type of securities to be deposited, (eligible securities for deposit are described in Government Code Section 16430);
    - c. The providing of powers of attorney or other documents necessary for the transfer of the securities deposited;
    - d. The terms and conditions of conversion to cash to provide funds to meet defaults by the Contractor including, but not limited to termination of the Contractor's control over the work, stop notices filed pursuant to law, assessment of liquidated damages or other amounts to be kept or retained under the provisions of the contract;
    - e. The decrease in value of securities on deposit; and
    - f. The termination of the escrow agreement upon completion of the contract and acceptance by the Owner.
  2. I will obtain written consent of the surety to any such agreement; and
  3. I will attach to each progress payment submitted a notarized copy of escrow instructions executed by agents thereof and on bank letterhead as proof that such an account has been established. Such instructions will set forth that securities deposited shall not be withdrawn for any purpose (with contractor's complete and unreserved agreement) without prior written approval by the Rosamond Community Services District with respect to the project herein above referenced.

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Signature of Bidder

**END OF DOCUMENT**

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# STAFF REPORT

Rosamond Community Services District

**DATE:** June 24, 2026

**TO:** Board of Directors

**FROM:** Kim Domingo, General Manager

**Subject:** Approval of Annual Agreement with Z-Axis Images for Public Relations and Communications Services.

---

## **RECOMMENDATION:**

Approve the Annual Agreement and Authorize the President to Execute

## **BACKGROUND:**

Z-Axis Images (ZAI) has been providing public relations and communications services for the District for over eight years. The proposed scope of work under the agreement includes preparation of public communications documents and issuance through various media, monitoring District social media activity, audio/visual presentation services at District meetings, photography and videography at District events, assistance with press releases including preparation of notes at District meetings, meeting and strategizing with staff to advance the District's positive image and website maintenance activities.

## **ANALYSIS:**

ZAI provides outstanding service at a reasonable price. Since partnering with the District, ZAI has helped the Board and staff promote a positive impact within the community.

## **FISCAL REVIEW:**

None. The Agreement results in a monthly cost of \$3,988, which includes performance of all scope items in the attached agreement.

**LEGAL REVIEW:**

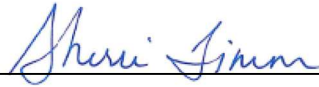
None.

**CONCLUSION:**

Approval is recommended.



\_\_\_\_\_  
Kim Domingo General Manager



\_\_\_\_\_  
Sherri Timm, Director of Administration

**ATTACHMENTS:**

Service Agreement



April 08, 2026

Rosamond Community Services District  
3179 35th St West  
Rosamond, CA 93560

The following agreement for public relations and communications is entered into by and between Z Axis Images ("ZAI"), located at 190 Sierra Ct, Suite 205 Palmdale, CA 93550, and Rosamond Community Services District ("RCSD") located at 3179 35th St West, Rosamond, CA 93560.

Primary Contact: Sherri Timm, Director of Administration, RCSD, 3179 35th St West, Rosamond, CA 93560.

**The following services will be performed by ZAI:**

1. Create communications for district representatives to easily communicate with customers and have readily accessible information for them. We will also make sure all external media is synchronized to go out at the same time.
2. Manage and add content to the RCSD Google drive database that will have different sized media (photo, video, etc) available for newspapers, websites, social media, network/cable news, newsletters.
3. Edit existing or create new RCSD website pages as it pertains to RCSD's community outreach, including forms.
4. Upload board agendas, minutes and other informational and legal documents to rosamondcsd.com in accordance with the Brown Act.
5. We will work directly with Streamline (RCSD's website provider) to facilitate all website changes. This would include the day to day changes to the website that would be needed.
6. Develop monthly e-newsletters that will be sent to customers that have provided the district with email addresses. We will also have an easy sign-up form created that will be available on the district's website and social media sites. Email distribution cost is \$0.04 per email.
7. Format the monthly email newsletter to be a printable PDF that will be made available to district customers who do not use electronic media.
8. Facilitate the translation of information into Spanish as necessary. We use an external resource for this scope of work.
9. Develop up to four informational videos throughout the year that can be shared on social media sites, on the district's website, and inside district email newsletters.
10. Develop social media posts that can be shared with the community. This will include sharing information with Facebook community groups. Additionally, we will help manage social media responses to help ensure timely information is being distributed.
11. Develop other relevant social media platforms
12. Develop videos, posters and/or graphics that can be shown on district monitors or hung on walls as needed.
13. Draft press releases that we will distribute to all news services that include photos and graphics.
14. Create presentations as needed that can be shared at community meetings, such as RMAC and Rosamond Chamber of Commerce meetings. We can present the information or help an RCSD employee or board member present the information.
15. Provide access to our equipment for external presentations
16. We will provide media and governmental monitoring on behalf of the district.
17. We will attend and if requested, record all district board meetings. We can live stream meetings or simply record them and make them available online.
18. We will make media purchase recommendations to the district. Additionally, we will create all of the media necessary for any approved media purchases.
19. Provide crisis management services as needed.
20. Provide five hours of emergency drone video/photo services in the event of an emergency.
21. Will help with water industry contest submissions

22. Any additional services not outlined in the agreement under services to be performed by ZAI will be billed at the rate of \$111/per hr and requires approval in advance from Management

**Total cost:** We are proposing the aforementioned scope of work for a monthly retainer of \$3,988 a month. We will not be charging for mileage unless the required task takes us outside of the general Rosamond area.

**Start Date:** The start date of this agreement will be July 1, 2026.

**Payment Terms:** We will invoice RCSD on a monthly basis. The terms are net 30.

RCSD authorizes ZAI to conduct the services as listed in this agreement. This agreement may be terminated at any time by either party with 30 days written notice. All media created will be the property of RCSD. Music used in videos will be licensed for use in those videos only, and for no other purposes. This agreement does not include any third-party services such as printing, postage, translation, advertising costs, etc. All third-party services paid for by ZAI must be approved by RCSD in advance of purchase.

\_\_\_\_\_  
Rosamond Community Services District Date

\_\_\_\_\_  
Z Axis Images Date

# STAFF REPORT

Rosamond Community Services District

**DATE:** June 24, 2026

**TO:** Board of Directors

**FROM:** Kim Domingo, General Manager

**Subject:** Approval of District Membership in WateReuse California

---

## **RECOMMENDATION:**

Discuss and take action regarding District Membership in WateReuse California

## **BACKGROUND:**

WateReuse is the only national trade association dedicated solely to advancing laws, regulations, funding and public acceptance for water recycling.

Membership benefits as identified in the attached flyer include:

- Federal advocacy for laws, regulatory reform and funding
- Active organizations in nine states
- Access to the latest news and research
- Professionally rewarding learning experiences
- State, national and international networking
- Compelling communication tools
- Recognition for results

## **ANALYSIS:**

The District may benefit from membership due to the current reuse strategy of groundwater replenishment from treated effluent percolation.

## **FISCAL REVIEW:**

Potential annual cost of \$1,150.

**LEGAL REVIEW:**

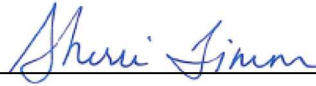
None.

**CONCLUSION:**

The Board should discuss and provide direction.



\_\_\_\_\_  
Kim Domingo General Manager



\_\_\_\_\_  
Sherri Timm, Director of Administration

**ATTACHMENTS:**

WaterReuse Flyer



# WATERREUSE

---

## A SINGULAR FOCUS

WaterReuse is the only national trade association dedicated solely to advancing laws, regulations, funding and public acceptance for water recycling.

---

## A POWERFUL VOICE

Our members include national leaders who are achieving water resiliency through policy, projects, innovation, education and knowledge sharing.

---

## ACTION AGENDA

- Advocacy
  - Research
  - Professional Development
  - Networking
  - Education
- 

## MEMBERS

- Water and Wastewater Utilities
  - Business and Industry
  - Government Agencies
  - Not-for-Profit Organizations
- 

## STATE SECTIONS

- Arizona
- California
- Colorado
- Florida
- Nevada
- Texas
- Pacific Northwest  
(Idaho, Oregon, Washington)

## BENEFITS OF MEMBERSHIP

### Federal advocacy for laws, regulatory reform and funding.

- Member-driven policy agenda led by the National Legislative and Regulatory Committee.
- Timely and relevant information about congressional activities.
- Coordination of face-to-face meetings on Capitol Hill.

### Active organizations in nine states.

- Advocacy for legislation, regulatory reform and funding on the state level.
- State conferences, workshops, networking and leadership opportunities.

### Access to the latest news and research.

- Free digital subscription to the bi-monthly magazine, *World Water* for all employees and one print edition.
- Catalog of peer-reviewed, applied research on water recycling and desalination.

### Professionally rewarding learning experiences.

- Free training and informational webcasts.
- Discounts on registration for the WaterReuse Annual Symposium and specialty conferences.
- Complimentary passes to select research webcasts hosted by The Water Research Foundation.

### State, national & international networking.

- Multiple opportunities to interact with water leaders.
- Admission to the online community, WaterReuse Connect
- Access to the online Member Directory.
- Discounts for postings to our job bank.

### Compelling communication tools.

- A growing library of fact sheets, infographics and videos to effectively build public support for water reuse.
- A network of experts available to support utilities who are advancing water reuse.

### Recognition for results.

- Qualification for national WaterReuse Awards for Excellence.
- Eligibility for Water Star label.