

**REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE
FLORIN RESOURCE CONSERVATION DISTRICT**

Wednesday, August 16, 2017

6:30PM

**9257 Elk Grove Blvd.
Elk Grove, CA 95624**

Compliance with Government Code Section 54957.5

Public records, including writings related to an agenda item for an open session of a regular meeting of the Florin Resources Conservation District that are distributed less than 72 hours before the meeting, are available for public inspection during normal business hours at the Administration building of Elk Grove Water District, located at 9257 Elk Grove Blvd. Elk Grove, California. In addition, such writings may be posted, whenever possible, on the Elk Grove Water District website at www.egwd.org.

The Board will discuss all items on the agenda, and may take action on any item listed as an "Action" item. The Board may discuss items that do not appear on the agenda, but will not act on those items unless there is a need to take immediate action and the Board determines by a two-thirds (2/3) vote that the need for action arose after posting of the agenda.

If necessary, the Meeting will be adjourned to Closed Session to discuss items on the agenda listed under "Closed Session." At the conclusion of the Closed Session, the meeting will reconvene to "Open Session."

CALL TO ORDER, ROLL CALL AND PLEDGE OF ALLEGIANCE

Public Comment – Please complete a Request to Speak Form if you wish to address the Board. Members of the audience may comment on matters that are not included on the agenda. Each person will be allowed three (3) minutes, or less if a large number of requests are received on a particular subject. No action may be taken on a matter raised under "Public Comment" until the matter has been specifically included on an agenda as an action item. Items listed on the agenda will be opened for public comment as they are considered by the Board of Directors.

1. Proclamations and Announcements

Associate Director Comment

Public Comment

- 2. Consent Calendar** (Stefani Phillips, Board Secretary and Jim Malberg, Treasurer)
- a. Minutes of Special Board Meeting of July 19, 2017
 - b. Regular Board Meeting of July 19, 2017
 - c. FRCD Cash Flow Worksheet – July, 2017
 - d. Warrants Paid – July, 2017
 - e. Active Accounts – July, 2017
 - f. Bond Covenant Status for FY 2017-18 – July, 2017
 - g. Revenues and Expenses – Actual vs Budget FY 2017– 18, 2017
 - h. Cash Accounts – July, 2017
 - i. Consultants Expenses – July, 2017
 - j. Major Capital Improvement Projects – July, 2017

Associate Director Comment

Public Comment

Recommended Action: Approve Florin Resource Conservation District Consent Calendar items a – j

3. **[Water Softener Presentation](#)** (Bruce Kamilos, Assistant General Manager)

Associate Director Comment

Public Comment

4. **[Committee Meetings](#)** (Stefani Phillips, Board Secretary)

Associate Director Comment

Public Comment

5. **[Florin Resource Conservation District Conservation Activities Report](#)**
(Sarah Jones, Program Manager)

Associate Director Comment

Public Comment

6. **[Water Usage and Conservation Report](#)** (Sarah Jones, Program Manager)

Associate Director Comment

Public Comment

7. **[Elk Grove Water District Operations Report – July 2017](#)**
(Bruce Kamilos, Assistant General Manager)

Associate Director Comment

Public Comment

8. **[Amendment to FY 2018-22 Capital Improvement Program and Meeting Room and Information Technology Building Project Contract](#)**
(Bruce Kamilos, Assistant General Manager)

Associate Director Comment

Public Comment

Recommended Action: Approve a motion amending the FY 2018-22 Capital Improvement Program, appropriating an additional \$250,000 of unrestricted funds to the FY 2017/18 capital improvement program reserve fund, and authorizing the General Manager to execute a construction contract in the amount of \$530,000 with Norwood Construction Services for the Meeting Room and Information Technology Building project

9. Directors Comments and Information

Associate Director Comment

Public Comment

10. Closed Session

- a. THREAT TO PUBLIC SERVICES OR FACILITIES
Consultation with: Bruce Kamilos, Assistant General Manager

Adjourn to Regular Meeting – September 20, 2017.

August 16, 2017

TO: Chairperson and Directors of the Florin Resource Conservation District
FROM: Stefani Phillips, Board Secretary
SUBJECT: **CONSENT CALENDAR**

RECOMMENDATION

It is recommended that the Florin Resource Conservation District Board of Directors approve Florin Resource Conservation District Consent Calendar items a – j.

SUMMARY

Consent Calendar items a – j are standing items on the Regular Board Meeting agenda.

By this action, the Board will approve Florin Resource Conservation District Consent Calendar items a – j.

DISCUSSION

Background

Consent Calendar items are standing items on the Regular Board Meeting agenda.

Present Situation

Consent Calendar items a – j are standing items on the Regular Board Meeting agenda.

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

Fiscal stability is in conformity with the District's Business Practice goals of the 2012-2017 Strategic Plan.

August 16, 2017

CONSENT CALENDAR

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FINANCIAL SUMMARY

There is no financial impact associated with this report.

Respectfully Submitted,



STEFANI PHILLIPS,
BOARD SECRETARY

Attachments

MINUTES OF THE SPECIAL MEETING OF THE FLORIN RESOURCE CONSERVATION DISTRICT BOARD OF DIRECTORS

Wednesday, July 19, 2017

The Special Meeting of the Florin Resource Conservation District Board of Directors was called to order at 6:15 p.m. by Tom Nelson, Chairperson, at 9257 Elk Grove Blvd., Elk Grove, CA.

Call to Order, Roll Call, and Pledge of Allegiance.

Directors Present: Bob Gray, Lisa Medina, Tom Nelson, Sophia Scherman, Jeanne Sabin
Directors Absent: None
Staff Present: Mark J. Madison, General Manager; Bruce Kamilos, Assistant General Manager; Stefani Phillips, Human Resources Administrator; Donella Murillo, Finance Supervisor; Sarah Jones, Program Manager
Associate Directors Present: Shahid Chaudry
General Counsel Present: Ruthann G. Ziegler, Meyers Nave
Consultants Present: Jim Steele, Financial Consultant with Management Partners

Public Comment

No comments were made.

1. Elk Grove Water District Fiscal Year 2017-18 Operating Budget Amendment – Utility Billing Specialist Position

Stefani Phillips, Human Resources Administrator, presented the Elk Grove Water District Fiscal Year 2017-18 Operating Budget Amendment – Utility Billing Specialist Position to the Board. In summary, staff has reevaluated the business needs of the Customer Service Department with consideration to internal logistics and recommended to change the Customer Service Representative I position to a Utility Billing Specialist Position. The fiscal impact to the FY 2017-18 Operating Budget will be \$11,832.

Director Jeanne Sabin inquired if one position is sufficient. Ms. Phillips responded stating yes.

Director Sophia Scherman inquired if the position will work out of class. Ms. Phillips responded stating no.

Director Lisa Medina inquired will there be cross-training. Ms. Phillips responded stating yes, that the position will cross-train to learn the job duties of the Senior Utility Billing Specialist.

MSC (Scherman/Sabin) to adopt Resolution No. 07.21.17.01 to amend the Elk Grove Water District Fiscal Year 2017.18 Operating Budget to change the previously approved Customer Service Representative I position to a Utility Billing Specialist position, and amend all associated documents. 5/0: Ayes: Gray, Medina, Nelson, Sabin and Scherman.

Adjourn to the Regular Board Meeting on July 19, 2017 at 6:30 p.m.

Respectfully submitted,

Stefani Phillips

Stefani Phillips, Board Secretary

SP/CR

MINUTES OF THE REGULAR MEETING OF THE FLORIN RESOURCE CONSERVATION DISTRICT BOARD OF DIRECTORS

Wednesday, July 19, 2017

The regular meeting of the Florin Resource Conservation District Board of Directors was called to order at 6:30 p.m. by Tom Nelson, Chairperson, at 9257 Elk Grove Blvd., Elk Grove, CA.

Call to Order, Roll Call, and Pledge of Allegiance.

Directors Present: Bob Gray, Lisa Medina, Tom Nelson, Sophia Scherman, Jeanne Sabin
Directors Absent: None
Staff Present: Mark J. Madison, General Manager; Bruce Kamilos, Assistant General Manager; Stefani Phillips, Board Secretary; Donella Murillo, Finance Supervisor; Sarah Jones, Program Manager
Associate Directors Present: Shahid Chaudhry
General Counsel Present: Ruthann G. Ziegler, Meyers Nave
Consultants Present: Jim Steele, Financial Consultant with Management Partners; Adam Robin, Legislative and Regulatory Affairs Program Manager with Regional Water Authority

Public Comment

None

Mark Madison, General Manager, commented that based on the action taken at the preceding Special Meeting, staff recommended to remove item no. 8 from the agenda.

MSC (Sabin/Medina) to pull item no. 8 from the agenda. 5/0: Ayes: Gray, Medina, Nelson, Sabin and Scherman.

Mr. Madison recommended to move item no. 6 ahead of item no. 4.

1. Proclamations and Announcements

None

2. Consent Calendar

- a. Minutes of the Special Board Meeting of June 15, 2017
- b. Minutes of the Regular Board Meeting of June 21, 2017
- c. FRCD Cash Flow Worksheet – June, 2017
- d. Warrants Paid – June, 2017
- e. Active Accounts – June, 2017
- f. Bond Covenant Status for FY 2016-17 – June, 2017
- g. Revenues and Expenses – Actual vs Budget FY 2016-17 – June, 2017
- h. Cash Accounts – June, 2017
- i. Consultants Expenses – June, 2017
- j. Major Capital Improvement Projects – June, 2017

Chairperson Tom Nelson pulled items b, e and i.

MSC (Scherman/Medina) to approve FRCD Consent Calendar items a., c-d, f-h, and j. 5/0: Ayes: Gray, Medina, Nelson, Sabin and Scherman.

Bruce Kamilos, Assistant General Manager, provided clarity on item b with an update on the double wide trailer, used as temporary office housing, for the field crew.

Donella Murillo, Finance Supervisor, provided clarity on item e to the board. She stated that the increase in fire service from May to June 2016 was due to the District's field service crew performing a backflow audit and found a number of unbilled fire services.

Mr. Madison provided clarity on item i to the board. He stated that the District is no longer needing services from Downey Brand LLP, and that the purchase order can be closed.

3. Legislative Update and Process Overview

Sarah Jones, Program Manager, presented the Legislative Update and Process Overview to the Board. In summary, a meeting was held on July 10, 2017 by the State Water Resources Control Board (Water Board). The Water Board is seeking out public input on program scenarios to provide affordable drinking water to low-income Californians as mandated by AB 401 (Dodd, 2015). There are four (4) program scenarios:

- Scenario #1: All state households below 200% of the Federal Poverty Level (FPL) are enrolled in a statewide program offering 20% discount.
- Scenario #2: All state households below 200% of FPL and paying less than \$100 on their monthly water bill receive a 20% discount; households below 200% of FPL paying \$100 or more on their monthly water bill receive a 35% discount. This scenario incentivizes water waste.
- Scenario # 3: All state households below 200% of FPL who are not served by a California Public Utilities Commission regulated water system with an existing LIRA Program are enrolled in a separate, unified program offering 20% discount.
- Scenario # 4: All state households below 200% of FPL who are served by a water system not currently offering a compliant LIRA Program are enrolled in separate, unified program offering 20% discount.

Vice-Chairperson Bob Gray, inquired how other agencies have these types of programs and meet the Proposition 218 requirement. Ms. Jones responded stating some of the agencies have voluntary donations and other forms of income besides rate-payer money.

Mr. Madison introduced Adam Robin, Legislative and Regulatory Affairs Program Manager with Regional Water Authority (RWA). Mr. Robin provided an overview of the California legislative process to the Board.

Chairperson Nelson inquired what the proper etiquette is for talking to a legislator on behalf of the board or self. Ruthann Ziegler, General Counsel, responded stating that it should be made clear who you're talking on behalf of (i.e. on behalf of the board or self).

6. Water Usage and Conservation Report

Mr. Robin updated the board on a recent letter RWA submitted in opposition to AB 1667 which would grant the Water Board extraordinary and unprecedented authorities over how Californians use water in urban communities. This would grant unlimited authority to set standards for water use, including indoor water use and outdoor irrigation for residential, commercial, and institutional (CII) water users.

Ms. Jones provided water consumption figures for the month on June.

4. Committee Meetings

There were no committee meetings held in the month of June.

5. Florin Resource Conservation District Conservation Activities Report

Ms. Jones presented the Florin Resource Conservation District Conservation Activities Report to the Board. In summary, a potential site has been identified at the Stone Lakes Wildlife Refuge, adjacent to an agricultural field for the Student and Landowner Education and Watershed Stewardship (SLEWS) project. The Center for Land Based Learning (CLBL) applied for a small grant to provide lunches to the students and will arrange a meeting to discuss sponsorship by the Sacramento Tree Foundation. Regarding the Community Conservation Workshop Series, five (5) workshop presenters have been secured, some workshop dates are still to be determined. A marketing strategy will be developed once all workshop dates and presenters have been identified.

Ms. Jones provided the board information on the Delta Stewardship. Director Scherman commented asking Ms. Jones to contact the Elk Grove Adult Training Center for additional local projects. Ms. Jones responded that any projects regarding the Delta Stewardship would need to be on the Delta.

Ms. Jones commented that the District received a \$500 donation from Central Valley Joint Ventures to purchase rubber boots for the SLEWS project.

Chairperson Nelson stated it would be good for the District to continue to establish connections with other agencies so the District can continue on projects, such as SLEWS.

7. Elk Grove Water District Operations Report – June 2017

Mr. Madison presented the Elk Grove Water District Operations Report – June 2017 to the Board.

Summary Points:

- Door tags and shutoffs remained at the normal level for the month of June and almost identical to the month of May.
- The District has continued to do a lot of hydrant maintenance and valve exercising.
- The District had two (2) pressure complaints and all are unconfirmed for the month of June.
- The District had seven (7) water quality complaints. These complaints were not confirmed or deemed to be valid.
- Well 1D remains down – the pump for the well is being rebuilt and the well needs rehab.
- Wells 4D, 11D, 14D and 3 were the main sources of supply for Service Area 1. Well 9 was also operated a fair amount as well.
- Well 13 is ready to go online, but there are some problems that still needs to be fixed.
- Total production for Service Area 1 is slightly up from May and is almost the same as June of last year.
- Total customer usage for EGWD (SA1 and SA2) still remained down compared to June of 2013 at about 18.4%.
- There are no new static and pumping water level data. The data shown are the 2nd quarter measurements.

- Relative to water quality or regulatory compliance, the District had one sample test positive for coliform bacteria. The re-test was negative which could have resulted in a bad sample.
- All preventative maintenance activities have been performed in compliance with the District's Standard Operating Procedures. On July 7, 2017, the District performed a load test on the RRWTP generator, which caused a plant shutdown and also created service problems to the District's customers.
- Backflow prevention program - there are 30 delinquent customers at the end of June. 20 of the 30 were due to the District having the letters sent to a wrong address.
- The District had 7 formal safety meetings and it has been 517 days since a reportable injury.
- There were no service lines replaced during the month of June. In the month of June, the Utility crew worked on patch paving.
- There were no main line leaks and 2 service line leaks.
- Pressures in both Service Areas 1 and 2 remained almost identical to May. Sample Station Area 4 is up a little and this is probably due to Well 13.

Director Scherman thanked Mr. Madison for notifying the Board on the Well power outage that occurred on July 7, 2017.

Mr. Madison announced to the Board that the Water Board adopted a new requirement on July 18, 2017, regulating the potential contaminant or constituent, called 1,2,3-Trichloropropane (1,2,3-TCP). This chemical is found at industrial or hazardous waste sites and it has been used as a cleaning and degreasing solvent and it is also associated with pesticide products. Mr. Madison stated an MCL of 5 parts per trillion (ppt) is the lowest detection limit. Staff is going to test for this to be proactive. The last time the District tested for this constituent was in 2014, and the District had a non-detect at that time.

8. Elk Grove Water District Fiscal Year 2017-18 Operating Budget Amendment – Customer Service Representative II Position

This item was pulled.

9. California Special Districts Association Board of Directors 2017 Election

Ms. Phillips presented the California Special Districts Association Board of Directors 2017 Election to the Board. In summary, the California Special Districts Association (CSDA) is requesting the Florin Resource Conservation District (FRCD) to vote to elect a representative for the Sierra Network, Seat C for the CSDA 2017 Board Elections. The Sierra Network has one (1) vacant seat (Seat C) and there are three (3) candidates on the ballot: Orlando Fuentes, Cosumnes Community Services District (CSD); Scott Holbrook, Auburn Area Recreation and Park District; and Peter J. Kampa, Saddle Creek Community Services District.

Director Scherman commented that Orlando Fuentes is new to the CSD and the FRCD had worked with Peter Kampa previously.

Chairperson Nelson provided more background on Peter J. Kampa, Saddle Creek Community Services District, who developed the FRCD Needs Assessment.

Director Jeanne Sabin commented it would be nice to have a local candidate take the seat.

Associate Shahid Chaudhry agreed with Director Sabin's comment.

MSC (Medina/Gray) to consider to elect Orlando Fuentes as a representative to the California Special Districts Association Board of Directors for the Sierra Network, Seat C. 4/1: Ayes: Gray, Medina, Nelson, and Sabin, Abstain: Scherman

10. Elk Grove Water District Fiscal Year 2016-17 Quarterly Operating Budget Status Report

Mr. Madison presented the Elk Grove Water District Fiscal Year 2016-17 Quarterly Operating Budget Status Report to the Board. In summary, the fourth quarter preliminary numbers were provided and the final numbers for Fiscal Year (FY) 2016-17 and additional payables are still coming in for the FY.

11. Elk Grove Water District Fiscal Year 2016-17 Quarterly Capital Reserve Status Report

Mr. Madison presented the Elk Grove Water District Fiscal Year 2016-17 Quarterly Capital Reserve Status Report to the Board. In summary, the total amount available for reserves on July 1, 2016 was \$11,295,772. Based on Board policy adopted August 22, 2012, the reserves are allocated first to the Operating Reserve (120 days of expenses), then to the Fiscal Year 2016-17 capital budget, followed by elections/special studies, with the balance allocated to future capital improvements and capital replacements in the ratio of 75:25, respectively. As of June 30, 2017, the District spent \$1,230,140 on capital projects leaving a remaining total reserve balance of \$10,065,632. Preliminary fourth quarter results show a net contribution to reserves. The final reserves shown in the staff report does not reflect the net contributions.

Mr. Kamilos stated the District has checked off all the items year and has made good progress. He also stated money is going back into reserves.

12. Directors Comments and Information

Chairperson Nelson inquired the status of the table skirts. Ms. Phillips provided a status updated to the Board and the estimated costs associated with the table skirts, which was about \$600.00. Director Scherman provided some local restaurant supply stores so Ms. Phillips can look into. The Board agreed and would like staff to purchase table skirts.

13. Closed Session

- a. PUBLIC EMPLOYEE PERFORMANCE APPOINTMENT (Section 54957)
Title: General Manager

There was nothing to report out of closed session.

Adjourn to regular meeting on June 21, 2017 at 6:30 p.m.

Respectfully submitted,

Stefani Phillips

Stefani Phillips, Board Secretary

SP/CR



FRCD Cash Flow For the Month Ended July 31, 2017

Cash in Bank – Beginning	\$ 47,068.46
Interest Earned	
Disbursements:	
Check # 1026-Board Retreat	-\$ 14.51
Check # 1027- EGWD Salary Allocation for work performed By Program Manager	-\$ 829.94
Cash in Bank – Ending	\$ 46,224.01

Check History Report

7/1/2017 to 7/31/2017
Elk Grove Water District

Check Number	Check Date	Vendor Number	Name	Check	Explanation
044908	7/10/2017	A. TEIC	A. TEICHERT & SON, INC	145.26	
044909	7/10/2017	BAY ALA	BAY ALARM COMPANY	1,088.31	
044910	7/10/2017	BERLINE	BERLINER COHEN LLP	1,731.30	Draft RFP for General Counsel
044911	7/10/2017	CA NV	CA-NV SECTION AWWA	180.00	
044912	7/10/2017	CAP RUB	CAPITAL RUBBER	216.50	
044913	7/10/2017	CAP RUB	CAPITAL RUBBER	187.94	
044914	7/10/2017	CPS	COOPERATIVE PERSONNAL	159.00	
044915	7/10/2017	CR CHI	CHICAGO TITLE CO	224.41	
044916	7/10/2017	CR CONB	CONRAD BITUIN	11.69	
044917	7/10/2017	CR FIRA	FIRST AMERICAN TITLE	8.79	
044918	7/10/2017	CR OCT	ORANGE COAST TITLE COMPANY	56.77	
044919	7/10/2017	CR CHI	CHICAGO TITLE CO	129.93	
044920	7/10/2017	CR CHICO	CHICAGO TITLE CO	644.20	
044921	7/10/2017	CRF EDH	EDWARD HOWARD	6.07	Account Closed- Customer Refund
044922	7/10/2017	CRF FN	FIDELITY NATIONAL TITLE	32.73	Account Closed- Customer Refund
044923	7/10/2017	CRF FN	FIDELITY NATIONAL TITLE	14.40	Account Closed- Customer Refund
044924	7/10/2017	CRF FN	FIDELITY NATIONAL TITLE	12.85	Account Closed- Customer Refund
044925	7/10/2017	CRF FSM	FRANK & SUSAN MCCLEAN	72.33	Account Closed- Customer Refund
044926	7/10/2017	CRF JOR	JOHN RIESCHICK	69.42	Account Closed- Customer Refund
044927	7/10/2017	CRF JSB	JUSTIN & STEPHANIE BARRY	61.31	Account Closed- Customer Refund
044928	7/10/2017	CRF NT	NORTH AMERICAN TITLE COMPANY	2.32	Account Closed- Customer Refund
044929	7/10/2017	CRF NT	NORTH AMERICAN TITLE COMPANY	188.76	Account Closed- Customer Refund
044930	7/10/2017	CRF O	ORANGE COAST TITLE COMPANY	24.53	Account Closed- Customer Refund
044931	7/10/2017	CRF RDH	STEWART TITLE OF SACRAMENTO	50.22	Account Closed- Customer Refund
044932	7/10/2017	CRF STS	MARILYN HARRISON	129.33	Account Closed- Customer Refund
044933	7/10/2017	CRFMAH	MELINDA MUNAR	33.41	Account Closed- Customer Refund
044934	7/10/2017	CRF MEM	NORTH AMERICAN TITLE COMPANY	67.88	Account Closed- Customer Refund
044935	7/10/2017	CRFNA	ORANGE COAST TITLE COMPANY	104.85	Account Closed- Customer Refund
044936	7/10/2017	CRFOCTC	ORANGE COAST TITLE COMPANY	26.21	Account Closed- Customer Refund
044937	7/10/2017	CRJAACL	JACQUELINE LEO	6.11	Account Closed- Customer Refund
044938	7/10/2017	CRRTC	OLD REPUBLIC TITLE COMPANY	15.24	Account Closed- Customer Refund
044939	7/10/2017	E&M	E&M ELECTRIC & MACHINERY, INC	434.54	Account Closed- Customer Refund
044940	7/10/2017	EDWARD	EDWARD R. BACON COMPANY, INC	342.29	Account Closed- Customer Refund
044941	7/10/2017	FED EX	FEDERAL EXPRESS	58.45	Account Closed- Customer Refund
044941	7/10/2017	FED EX	FEDERAL EXPRESS	58.45	Account Closed- Customer Refund
044942	7/10/2017	HALING	CINDY HALING	210.00	Account Closed- Customer Refund
044943	7/10/2017	HERBURG	HERBURGER PUBLICATIONS, INC	354.00	Advertisement- Red White & Blue
044944	7/10/2017	JAYS	JAY'S TRUCKING SERVICE	1,374.38	Materials/Supplies-Distribution
044945	7/10/2017	PIT 2	PITNEY BOWES GLOBAL FINANCIAL	197.20	

044946	7/10/2017	POST MO	POST MODERN MARKETING	750.00	Website Design
044947	7/10/2017	ROTH	ROTH STAFFING COMPANIES, L.P.	1,055.79	Temporary Customer Service Help
044948	7/10/2017	SAC BEE	THE SACRAMENTO BEE	179.91	
044949	7/10/2017	SMUD	SMUD	878.72	
044950	7/10/2017	SOUTHW	SOUTHWEST ANSWERING SERVICE,	208.74	Clothing Reimbursement
044951	7/10/2017	VANCE	JOHN VANCE	363.55	Clothing Reimbursement
044952	7/10/2017	WILSON	MARCELL WILSON	79.86	
044953	7/10/2017	FASTENA	FASTENAL COMPANY	58.45	
044954	7/11/2017	ACWAJPI	CB&T/ACWA-JPIA	62,812.01	August- Health Benefits
044955	7/11/2017	CONSOLI	CONSOLIDATED COMMUNICATIONS	236.83	Ethernet Service
044956	7/11/2017	CONSOLI	CONSOLIDATED COMMUNICATIONS	1,273.11	Phones-MOC/ADMIN
044957	7/11/2017	COUNTY5	COUNTY OF SACRAMENTO	6,090.00	Backbone Fees FY2017-2018-Radios
044958	7/11/2017	EG FORD	ELK GROVE FORD	70.34	
044959	7/11/2017	HINTON	SEAN HINTON	269.30	Clothing Reimbursement
044960	7/11/2017	JAN PRO	JAN-PRO CLEANING SYSTEMS OF	255.00	
044961	7/11/2017	PEST	PEST CONTROL CENTER INC	80.00	
044962	7/11/2017	RADIAL	RADIAL TIRE OF ELK GROVE	531.45	Repairs & Maintenance-Truck# 402
044963	7/11/2017	RDO 1	RDO TRUST # 80-5800	76.53	
044964	7/11/2017	REPUBLI	REPUBLIC SERVICES #922	1,052.37	
044965	7/11/2017	RWA	REGIONAL WATER AUTHORITY	25,987.00	RWA 2017-2018 Annual Dues Powerhouse Science Center
044966	7/11/2017	VANCE	JOHN VANCE	70.04	Clothing Reimbursement
044967	7/11/2017	WATER T	WATERTRAX USA, INC	9,517.51	Annual WaterTrax License 2017-2018
044968	7/11/2017	WEBCO	WEBCO COMMUNICATION, INC	1,608.00	Annual Support for Phone System- ADMIN
044969	7/11/2017	WILSON	MARCELL WILSON	232.74	Clothing Reimbursement
044970	7/11/2017	XC2	XC2 SOFTWARE, LLC	2,770.00	Annual Maintenance/ Tech Support & Updates
044971	7/12/2017	ACWAJPI	CB&T/ACWA-JPIA	24,443.81	Worker's Compensation
044972	7/12/2017	ARC	ARC	112.36	
044973	7/12/2017	BEN RES	BENEFIT RESOURCE, INC	100.00	
044974	7/12/2017	BSK4	BSK ASSOCIATES	12.00	Sampling-Treatment
044975	7/12/2017	BSK4	BSK ASSOCIATES	120.00	Sampling-Treatment
044976	7/12/2017	BSK4	BSK ASSOCIATES	120.00	Sampling-Treatment
044977	7/12/2017	BSK4	BSK ASSOCIATES	48.00	Sampling-Treatment
044978	7/12/2017	BSK4	BSK ASSOCIATES	120.00	Sampling-Treatment
044979	7/12/2017	BSK4	BSK ASSOCIATES	120.00	Sampling-Treatment
044980	7/12/2017	CAP RUB	CAPITAL RUBBER	159.61	
044981	7/12/2017	COEG	CITY OF ELK GROVE	50.00	
044982	7/12/2017	CS DM	CARD SERVICES	4.80	
044983	7/12/2017	CS JC	CARD SERVICES	876.81	Materials/Supplies-Admin
044984	7/12/2017	CS RS	CARD SERVICES	688.81	Materials/Supplies-Distribution
044985	7/12/2017	CS SJ	CARD SERVICES	65.65	Materials/Supplies-Utility Crew
044986	7/12/2017	CS SP	CARD SERVICES	134.29	Parking, Safety meeting Materials
044987	7/12/2017	CS SS	CARD SERVICES	950.38	Meals-Board Retreat Materials/Supplies-Treatment

Account Number	Invoice Date	Vendor Name	Description	Amount
044988	7/12/2017	DATAPRO	Monthly Customer Billing and Inserts	12,126.76
044989	7/12/2017	FASTENA		45.19
044990	7/12/2017	FASTENA		43.54
044991	7/12/2017	FASTENA		37.78
044992	7/12/2017	FASTENA		366.91
044993	7/12/2017	GOLDEN	Materials/Supplies-Distribution	4,291.99
044994	7/12/2017	GRAINGE		280.57
044995	7/12/2017	HACH	Portable Spectrophotometer for Hampton WTP	3,894.09
044996	7/12/2017	INT STA	Fuel	1,866.72
044997	7/12/2017	O'REILLY		14.54
044998	7/12/2017	O'REILLY		21.54
044999	7/12/2017	PACE		181.02
045000	7/12/2017	PACE		256.39
045001	7/12/2017	PLACER	Rental equipment (Boom Lift)-Treatment	600.00
045002	7/12/2017	PLATT2		15.58
045003	7/12/2017	PLATT2		168.78
045004	7/12/2017	RCB UBC	Construction Meter Refund	1,157.16
045005	7/12/2017	RYAN		351.34
045006	7/12/2017	SIERRA		161.39
045007	7/12/2017	SMUD		5,365.30
045008	7/12/2017	SMUD		3,400.16
045009	7/12/2017	SMUD		46.88
045010	7/12/2017	SMUD		16,896.36
045011	7/12/2017	SMUD		217.56
045012	7/12/2017	SMUD		5,012.77
045013	7/12/2017	SMUD		505.79
045014	7/12/2017	SMUD		2,940.59
045015	7/13/2017	A. TEIC	Materials/Supplies-Distribution	514.09
045016	7/13/2017	ATT&T		319.04
045017	7/13/2017	B WAGNE	Clothing Reimbursement	143.65
045018	7/13/2017	BAY ALA		1,074.28
045019	7/13/2017	ENGINEER	Annual Network Subscription for GIS Data Collector	1,500.00
045020	7/13/2017	HERBURG		80.00
045021	7/13/2017	JAN PRO		245.00
045022	7/13/2017	PACE		57.29
045023	7/13/2017	PEST		80.00
045024	7/13/2017	RWA	RWA Water Efficiency Category 1 Program 2017-2017 Dues	14,143.00
045025	7/13/2017	SIERRA		62.04
045026	7/13/2017	SIERRA		247.48
045027	7/13/2017	VERIZON		442.28
045028	7/19/2017	BEN RES		100.00
045029	7/19/2017	BEST	Legal	813.00

045030	7/19/2017	BSK4	BSK ASSOCIATES	2,727.00	Sampling-Treatment
045031	7/19/2017	BSK4	BSK ASSOCIATES	2,727.00	Sampling-Treatment
045032	7/19/2017	BSK4	BSK ASSOCIATES	2,727.00	Sampling-Treatment
045033	7/19/2017	COUNTY3	COUNTY OF SACRAMENTO	390.45	
045034	7/19/2017	CS MJM	CARD SERVICES	616.93	Meals, Contracted Services
045035	7/19/2017	MEYERS	MEYERS NAVE PROFESSIONAL LAW CORPORATION	13,241.69	Legal
045036	7/19/2017	PG&E	PACIFIC GAS & ELECTRIC	8.38	
045037	7/19/2017	ROTH	ROTH STAFFING COMPANIES, L.P.	882.93	Temporary Customer Service Help
045038	7/19/2017	SIERRA	SIERRA OFFICE SUPPLIES	303.32	
045039	7/20/2017	A. TEIC	A. TEICHERT & SON, INC	314.26	
045040	7/20/2017	A. TEIC	A. TEICHERT & SON, INC	109.68	
045041	7/20/2017	AFLAC	AFLAC	1,779.86	
045042	7/20/2017	BAY ALA	BAY ALARM COMPANY	43.59	
045043	7/20/2017	BG SOLU	SOLUTIONS BY BG INC.	5,160.00	
045044	7/20/2017	BRINKS	BRINK'S INCORPORATED	290.09	Daily Tasks/Help Tickets
045045	7/20/2017	DITCH	DITCH WITCH EQUIPMENT CO., INC	800.73	
045046	7/20/2017	DMV	DMV	6.00	Materials/Supplies- Utility Crew
045047	7/20/2017	GRAINGE	GRAINGER	540.20	
045048	7/20/2017	HINTON	SEAN HINTON	200.00	Materials/Supplies-Treatment
045049	7/20/2017	LAKE V	LAKE VUE ELECTRIC, INC	170.00	Reimbursement of training Seminar
045050	7/20/2017	MANAGE	MANAGEMENT PARTNERS	4,465.71	
045051	7/20/2017	MONTIEL	MICHAEL MONTIEL	102.29	Temporary Finance Manager Help
045052	7/20/2017	PACE	PACE SUPPLY CORP	490.91	Clothing Reimbursement
045053	7/20/2017	PACE	PACE SUPPLY CORP	360.55	
045054	7/20/2017	PACE	PACE SUPPLY CORP	116.16	
045055	7/20/2017	PACE	PACE SUPPLY CORP	482.42	
045056	7/20/2017	RYAN	RYAN HERCO PRODUCTS CORP	20.16	
045057	7/20/2017	SAC 4	SACRAMENTO COUNTY	55.42	
045058	7/20/2017	SIERRA	SIERRA OFFICE SUPPLIES	79.28	
045059	7/20/2017	SWRCB2	SWRCB-DWOCB	60.00	
045060	7/20/2017	TOSHIBA	TOSHIBA FINANCIAL SERVICES	593.01	Copier-ADMIN
045061	7/20/2017	ULTRA	ULTRA TRUCK WORKS, INC	19.29	
045062	7/20/2017	ULTRA	ULTRA TRUCK WORKS, INC	4.26	
045063	7/20/2017	ZOOM	ZOOM IMAGING SOLUTIONS, INC	204.40	
045064	7/20/2017	STEFANI	STEFANI PHILLIPS	75.00	
045065	7/27/2017	A. TEIC	A. TEICHERT & SON, INC	288.94	
045066	7/27/2017	A. TEIC	A. TEICHERT & SON, INC	206.84	

045067	7/27/2017	A. TEIC	A. TEICHERT & SON, INC	319.74	
045068	7/27/2017	AQUA	AQUA SIERRA CONTROLS, INC	665.80	Test the Base Station Antenna-Radio Antennas
045069	7/27/2017	BAY ALA	BAY ALARM COMPANY	1,060.25	
045070	7/27/2017	BRENNTA	BRENNTAG PACIFIC, INC	1,704.58	Materials/Supplies-Treatment
045071	7/27/2017	BSK4	BSK ASSOCIATES	795.00	Sampling-Treatment
045072	7/27/2017	BSK4	BSK ASSOCIATES	115.00	Sampling-Treatment
045073	7/27/2017	BSK4	BSK ASSOCIATES	120.00	Sampling-Treatment
045074	7/27/2017	BSK4	BSK ASSOCIATES	1,080.00	Sampling-Treatment
045075	7/27/2017	CINTAS	CINTAS	741.27	First Aid Kits for MOC/ Admin Buildings
045076	7/27/2017	CRF FLL	FIRST LIFE LLC	33.60	Account Closed- Customer Refund
045077	7/27/2017	CSD	CSD	100.00	
045078	7/27/2017	FASTENA	FASTENAL COMPANY	8.80	
045079	7/27/2017	FRONT C	FRONTIER COMMUNICATIONS	225.45	Well site communications-Alarm and Security
045080	7/27/2017	HACH	HACH COMPANY	126.36	
045081	7/27/2017	HACH	HACH COMPANY	20.85	
045082	7/27/2017	INT STA	INTERSTATE OIL COMPANY	1,378.57	Fuel
045083	7/27/2017	KIRBY	KIRBY'S PUMP & MECHANICAL, INC	8,285.45	Well 14D Rehabilitation
045084	7/27/2017	PIRTEK	PIRTEK POWER INN	48.25	
045085	7/27/2017	PLACER	RIVER CITY RENTALS	265.00	
045086	7/27/2017	RADIAL	RADIAL TIRE OF ELK GROVE	172.58	
045087	7/27/2017	ROTH	ROTH STAFFING COMPANIES, L.P.	871.15	Temporary Customer Service Help
045088	7/27/2017	SCHNEID	SCHNEIDER ELECTRIC	2,066.00	Repair and Troubleshoot emergency generator ATO System
045089	7/27/2017	UNITED	UNITED SITE SERVICES	275.52	
				Total:	294,479.07

**Elk Grove Water District
Active Account Information
7/31/2017**

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
Water Accounts:												
Metered												
Residential	11,787											
Commercial	527											
Fire Service	175											
Total Accounts	12,489	-	-	-	-	-	-	-	-	-	-	-

**Elk Grove Water District
Active Account Information
FY 2016/2017**

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
Water Accounts:												
Metered												
Residential	11,670	11,674	11,671	11,800	11,784	11,779	11,780	11,782	11,792	11,801	11,805	11,803
Commercial	520	521	523	525	524	525	524	526	528	524	525	528
Fire Service	174	174	175	175	175	175	175	175	176	175	175	175
Total Accounts	12,364	12,369	12,369	12,500	12,483	12,479	12,479	12,483	12,496	12,500	12,505	12,506

Elk Grove Water District
Bond Covenant Status
For Fiscal Year 2017-18
As of July 31, 2017
Adjusted for Prepayments and Unbilled Revenue

Operating Revenues:

Charges for Services (2)	\$	1,490,219
---------------------------------	----	-----------

Operating Expenses:

Salaries & Benefits (3)		231,536
Seminars, Conventions and Travel		632
Office & Operational		76,548
Purchased Water		310,208
Outside Services		32,199
Equipment Rent, Taxes, an Utilities		2,944
Total Operating Expenses		654,068

Income From Operations

	\$	836,151
--	----	---------

Interest & Principal Payments		
\$3,713,349		309,446 (1)

Debt Service Coverage Ratio, YTD Only:

2.70

Required

1.15

Notes:

1. **Reflects budget divided by number of months year to date.**
However, first Principal/Interest Payments made in September.
Projected Annual Budget Coverage Ratio is **1.45**
2. Reflects estimated unbilled revenue YTD
3. Reflects only YTD due to CalPERS, not entire prepayment for year.

Elk Grove Water District
Year to Date Revenues and Expenses Compared to Budget
(Adjusted for Prepayments and Unbilled Revenues)

	General Ledger Reference	YTD Activity	Annual Budget	1/12=8.33% Variance	% Realized
Revenues	4100 - 4900	\$1,054,219	\$14,294,096	(\$13,239,877)	7.38%
Plus Unbilled Revenue (Est.) (3)		\$436,000			
Est. Total Revenues YTD (Including Unbilled)		\$1,490,219	\$14,294,096	(\$13,239,877)	10.43%
Salaries & Benefits (2)	5100 - 5280	\$352,221	\$3,548,347	(\$3,196,126)	9.93%
Less CalPERS Prepayment of Remainder of Year: (4)		-\$120,685			
Adjusted Salaries and Benefits: (4)		\$231,536	3,548,347	(3,196,126)	6.53%
Seminars, Conventions and Travel	5300 - 5350	\$632	\$50,500	(\$49,868)	1.25%
Office & Operational	5410 - 5494	\$76,548	\$984,881	(\$908,333)	7.77%
Purchased Water	5495 - 5495	\$310,208	\$3,010,765	(\$2,700,557)	10.30%
Outside Services	5505 - 5580	\$32,199	\$896,110	(\$863,911)	3.59%
Equipment Rent, Taxes, Utilities	5620 - 5760	\$2,944	\$408,999	(\$406,055)	0.72%
Total Operational Expenses		\$654,068	8,899,602	(8,124,850)	7.35%
Net Operations		\$836,151	5,394,494	(5,115,027)	15.50%
Non-Operating Revenue					
Interest Earned	9910 - 9910	\$3,438	110,000	(106,562)	3.13%
Other Income	9920 - 9973	\$116	14,900	(14,784)	0.78%
		\$3,554	124,900	(121,346)	2.85%
Non-Operating Expenses					
Election Costs	9950 - 9950	\$0	-	-	
Capital Expenses:					
Capital Improvements		\$2,884	776,500	(773,616)	-99.63%
Capital Replacements		\$3,401	576,000	(572,599)	-99.41%
Equipment	1705 - 1760	\$0	100,000	(100,000)	-100.00%
Unforeseen Capital Projects		\$0	100,000	(100,000)	-100.00%
Capital Expenses		\$6,285	1,552,500	(1,546,215)	-99.60%
Bond Interest Accrued	7300 - 7300	\$143,612	1,723,349	(1,579,736)	8.33%
Total Non Operating Expenses		\$149,897	3,275,848	(3,125,951)	4.58%
Revenues in Excess of All Expenditures, including Capital		\$689,808	2,243,546	(2,110,422)	30.75%
Bond Retirement (1):		\$0	1,990,000	(1,990,000)	0.00%
Net Position after Capital and Debt Retirement Expenditures		\$689,808	253,546	(120,422)	272.06%

Notes:

- Bond retirement payments are made two times a year in September and March.
- YTD Activity includes \$5,985 in capitalized labor charged to capital projects.
- There is a lag in collection of customers' payments for that month's usage. Above is an est. of revenue due for current month. On an accounting basis, this is consistent with the revenue accrual process that is followed at year-end in accordance with generally accepted accounting principles.
- The District prepays CalPERS for the employers' share of retirement costs for the entire year. By doing this, the District saves approximately 3.7% in its total CalPERS payments for the year. The adjusted salaries and benefits above shows what salaries and benefits would be if only the amount due to CalPERS YTD was paid YTD, with no prepayment

**Florin Resource Conservation District
CASH - Detail Schedule of Investments
7/31/2017**

<u>G/L Account Fund</u> <u>HELD BY BOND TRUSTEE:</u>	<u>Account number / name</u>	<u>Investment Name</u>	<u>Investment Type</u>	<u>Restrictions</u>	<u>Market Value</u>
1103-000-20 Water	BNY 113757 FRCD 2002 INST PMT SER B	Dreyfus Inst Treasury	MM Mutual Fund	Restricted	2.00
	BNY 113759 FRCD 2002 INST PMT SER B	Dreyfus Inst Treasury	MM Mutual Fund	Restricted	1.01
1102-000-20 Water	BNY 113756 FRCD INST PMT SER A	Dreyfus Inst Treasury	MM Mutual Fund	Restricted	3.47
1123-000-20 Water	BNY 113585 FRCD 2005 A INST PM	Dreyfus Inst Treasury	MM Mutual Fund	Restricted	0.00
	BNY 113587 FRCD 2005 A RES FD	Dreyfus Inst Treasury	MM Mutual Fund	Restricted	1.00
1111-000-20 Water	BNY 743849 FRCD 2016A COI	Dreyfus Inst Treasury	MM Mutual Fund	Restricted	0.00
1112-000-20 Water	BNY 743850 FRCD 2016A DEBT SERVICE	Dreyfus Inst Treasury	MM Mutual Fund	Restricted	0.00
				Subtotal	7.48
	Cash on Hand			Unrestricted	
					\$ 300.00

<u>HELD BY F&M BANK:</u>					
1011-000-10 FRCD	F&M 08-032009-01 CHECKING ACCOUNT			Unrestricted	47,068.39
1011-000-20 Water	F&M 08-032017-01 OPERATING ACCOUNT			Unrestricted	1,537,237.89
1031-000-20 Water	F&M 08-032912-01 CREDIT CARD ACCOUNT			Unrestricted	539,957.30
1061-000-20 Water	F&M 08-032890-01 PAYROLL ACCOUNT			Unrestricted	186,757.51
1071-000-20 Water	F&M 08-032920-01 DRAFTS ACCOUNT			Unrestricted	657,123.61
				Subtotal	\$ 2,968,144.70

<u>INVESTMENTS</u>					
1080-000-20 Water	Office of the Treasurer - Sacramento California	LAIF	Investment Pool	Unrestricted	\$ 503,661.98
1081-000-20 Water	CAL Trust Short Term		Investment	Unrestricted	\$ 1,011,458.23
1081-000-20 Water	CAL Trust Medium Term		Investment	Unrestricted	\$ 1,264,059.11

	<u>PURCHASE DATE</u>	<u>CUSIP</u>	<u>ISSUED BY</u>	<u>CALL DATE</u>	<u>MATURITY DATE</u>	<u>INTEREST RATE</u>	<u>YTM</u>	<u>COST</u>	<u>MARKET VALUE</u>
1082-000-20 Water	9/30/2016	N/A	Union Bank of California	N/A	N/A	0.02%	0.02%	\$ 20,653.99	\$ 50,385.68
	6/14/2016	3130A8AZ6	Federal Home Loan Bank (FHLB)	6/14/17 - one time	12/14/2018	1.150%	1.090%	\$ 500,745.00	\$ 498,160.00
	6/28/2016	3134G9VN4	Federal Home Loan Mortgage Corp. (FHLMC)	9/28/16 - qrtly	6/28/2019	1.00%-2.00%	1.371%	\$ 1,000,000.00	\$ 998,440.00
	6/30/2016	3136G3SR7	Federal National Mortgage Association (FNMA)	12/30/16 - qrtly	12/30/2019	1.375%	1.375%	\$ 1,000,000.00	\$ 990,560.00
	9/30/2016	3136G4DB6	Federal National Mortgage Association (FNMA)	3/30/17 - qrtly	3/30/2020	1.250%	1.250%	\$ 1,000,000.00	\$ 986,670.00
	6/9/2016	3133EGCP8	Federal Farm Credit Banks (FFCB)	9/1/16 - cont.	12/1/2020	1.625%	1.625%	\$ 1,000,000.00	\$ 979,090.00
	6/16/2016	3136G3PY5	Federal National Mortgage Association (FNMA)	12/16/16 - qrtly	12/16/2020	1.550%	1.550%	\$ 1,000,000.00	\$ 992,340.00
	9/30/2016	3134AGHY3	Federal Home Loan Mortgage Corp. (FHLMC)	3/30/17 - qrtly	9/30/2021	1.00%-3.00%	1.930%	\$ 1,000,000.00	\$ 998,680.00
	9/30/2016	3136G4CY7	Federal National Mortgage Association (FNMA)	3/30/17 - qrtly	9/30/2021	1.50%	1.500%	\$ 500,000.00	\$ 487,210.00
	11/2/2016	3130A9RZ6	Federal Home Loan Bank (FHLB)	4/28/17 - qrtly	10/28/2021	1.00%-6.00%	2.157%	\$ 1,000,000.00	\$ 992,010.00
								\$ 8,021,398.99	\$ 7,973,545.68
				Total				\$ 13,721,177.18	
				Total Restricted				\$ 7.48	
				Total Unrestricted				\$ 13,721,169.70	

YTM = Yield to Maturity
qtrly = quarterly
cont. = continuous

<u>Call Date</u>	<u>CUSIP</u>	<u>Issued by:</u>	<u>Call Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>YTM</u>	<u>Price</u>	<u>Market Value</u>
			\$	\$	-	-	\$	\$

Consultant Expenses
July 31, 2017

Fiscal Retainer Contracts

Consultant	Description	Current Month	Paid to date	Budget/Contract Amount	Percent of year (9%)
Meyers Nave Professional Law Corp	Task orders	14,143	14,143	130,000	10.88%
Solutions by BG, Inc.	Task orders	5,160	5,160	127,920	4.03%

Project Specific Contracts

Consultant	Description	Current Month	Paid to date	Budget/Contract Amount	Percent of Contract
Best Best, & Krieger*	Task orders	813	48,196	130,000	37.07%

This is a carryover from June

**Elk Grove Water District
 Major Capital Improvement Projects
 Budget vs Actual
 7/31/2017**

Capital Project	2017-18 Budget **	YTD Project Expenses	YTD % Spent
Fiber Optic Cable	\$17,500		0.00%
Radio Antennas	\$80,000		0.00%
RRWTF Modular Meeting Room/IT Center	\$300,000		0.00%
Service Line Replacements	\$250,000	2,884	1.15%
Well 1 D Pump Replacement	\$29,000		0.00%
Well 8 Pump Replacement	\$100,000		0.00%
Backyard Water Mains/Service Replacement	\$138,000		0.00%
Kent Street Water Main	\$280,000	3,401	1.21%
Media Replacement Filter Vehicles	\$50,000		0.00%
Well 9 Fence Replacement	\$15,000		0.00%
Well Rehabilitation (One Year)	\$93,000		0.00%
Truck Replacements	\$100,000		0.00%
Unforeseen Capital Projects	\$100,000		0.00%
Sub-Total	\$1,552,500	\$6,285	0.40%

* Includes \$5,985 of capitalized labor in FY 2017-18

** Includes \$46,500 in carryforward, unspent dollars from 2016-17

August 16, 2017

TO: Chairperson and Directors of the Florin Resource Conservation District
FROM: Bruce M. Kamilos, Assistant General Manager
SUBJECT: **WATER SOFTENER PRESENTATION**

RECOMMENDATION

This item is presented for information only. There is no action requested of the Florin Resource Conservation District Board of Directors.

SUMMARY

The Elk Grove Water District (EGWD) receives numerous water quality complaints from customers every year related to water softener problems. At a recent staff meeting, EGWD's own Aaron Hewitt (Water Treatment Operator IV) gave a presentation to staff on the common problems associated with water softeners. The purpose of the presentation was to provide staff with some basic water softener knowledge to help staff address customer complaints. Staff is providing a brief presentation to the Board for the same purpose.

DISCUSSION

Background

EGWD receives numerous complaints from customers every year related to water softener problems.

Present Situation

Staff is presenting to the Board some basic water softener information to help board members address potential customer questions related to water softeners.

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

WATER SOFTENER PRESENTATION

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STRATEGIC PLAN CONFORMITY

EGWD's Strategic Plan states that customer service is at the center of EGWD's responsibilities. The intent of the water softener presentation is to support a high level of customer service.

FINANCIAL SUMMARY

There is no financial impact associated with this report.

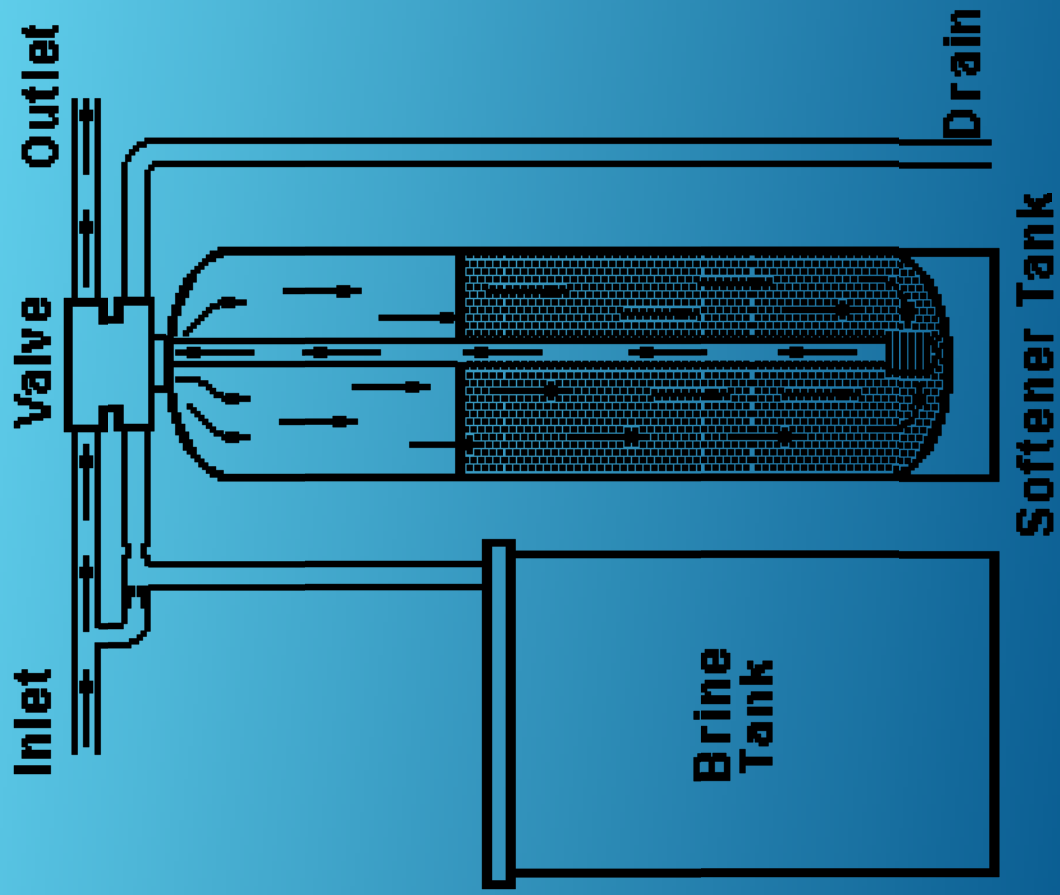
Respectfully submitted,



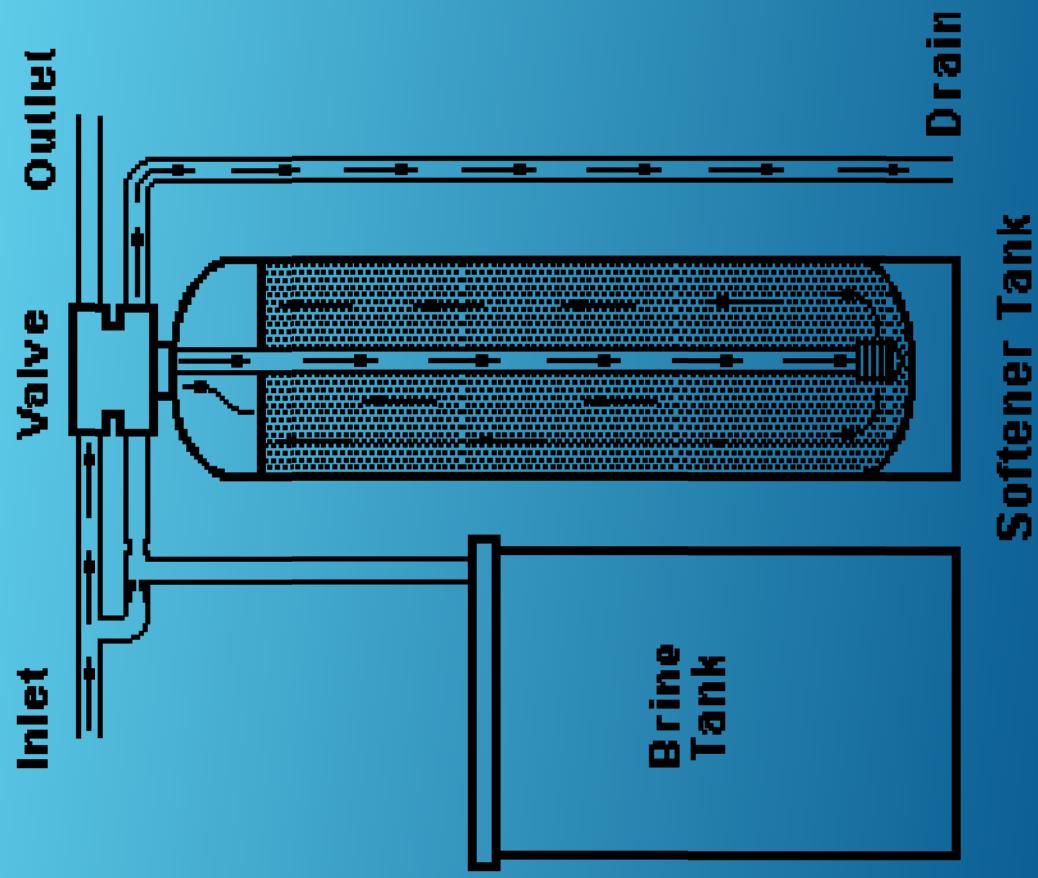
BRUCE M. KAMILOS
ASSISTANT GENERAL MANAGER

WATER SOFTENER BASICS

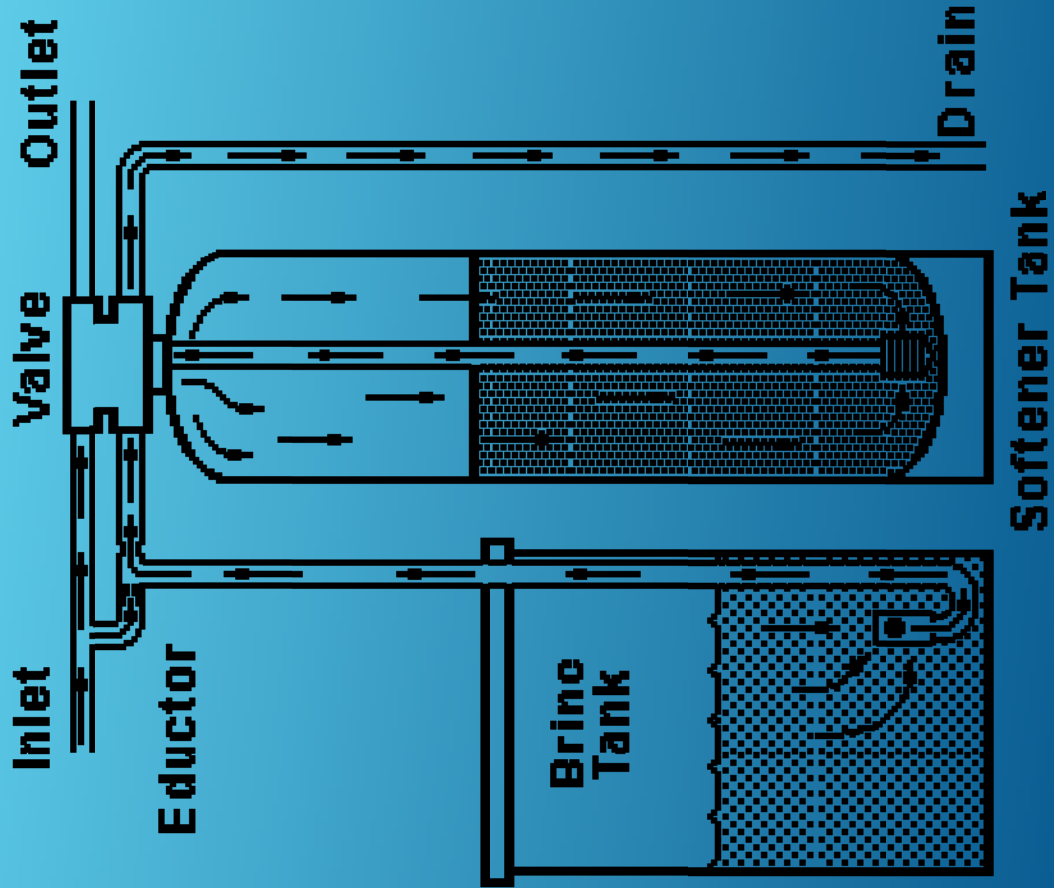
SERVICE CYCLE

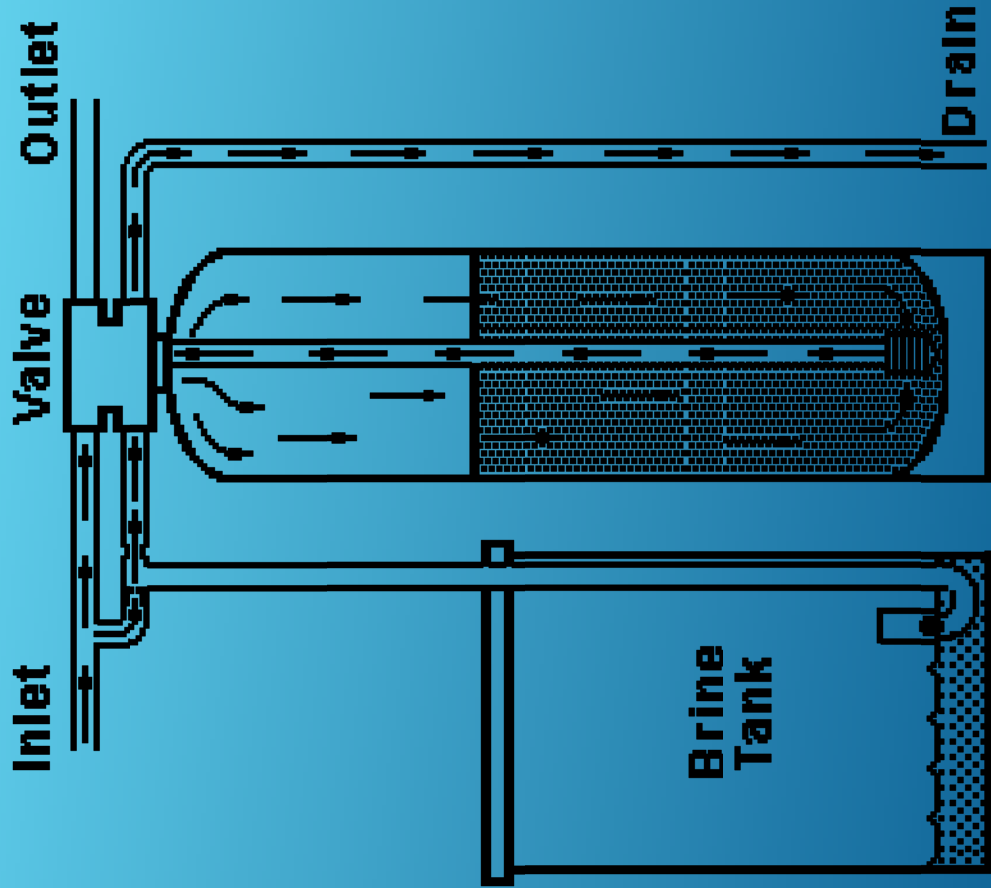


BACKWASH CYCLE



BRINE DRAW CYCLE





RINSE CYCLE

Air-check Ball Softener Tank

DISCOLORED WATER

POSSIBLE CAUSES AND SOLUTIONS:

1. **Sediment or debris in water softener output**
 - Check water softener brine tank for dirt and debris build up. Clean if necessary.
2. **Iron in water softener output**
 - Increase regeneration cycle frequency and duration.
 - Install pre-filter.
3. **Call a plumber**



LOSS OF WATER PRESSURE

POSSIBLE CAUSES AND SOLUTIONS:

1. **Scale and sediment in water softener supply piping**
 - Clean clogged piping or valve.
2. **Scale build-up inside water softener**
 - Add mineral cleaner to water softener mineral bed.
 - Increase frequency of water softener regeneration.
3. **Water softener resin loss**
 - Remove faucet strainer / shower head. Clean out debris.
4. **Call a plumber**



August 16, 2017

TO: Chairperson and Directors of the Florin Resource Conservation District
FROM: Stefani Phillips, Board Secretary
SUBJECT: **COMMITTEE MEETINGS**

RECOMMENDATION

No action is required at this time.

SUMMARY

The Board has requested a monthly summary of committee meetings. There were no committee meetings in the month of July.

DISCUSSION

Background

At the Regular Board Meeting held on May 27, 2015, the FRCD Board of Directors determined that the committee meeting minutes will be brought to the FRCD Regular Board Meeting and placed under agenda item Committee Meetings. The agenda item Committee Meetings, were placed after Consent Calendar for approval. This item may be moved within the agenda, if necessary, by direction from Chairperson. The committee meeting minutes shall be accepted by the FRCD Board of Directors.

Present Situation

No committee meetings were held in the month of July.

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

This item is in keeping with the District's Business Practice goals of the 2012-2017 Strategic Plan.

August 16, 2017

COMMITTEE MEETINGS

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FINANCIAL SUMMARY

There is no financial impact associated with this item at this time.

Respectfully Submitted,



STEFANI PHILLIPS,
BOARD SECRETARY

August 16, 2017

TO: Chairperson and Directors of the Florin Resource Conservation District

FROM: Sarah Jones, Program Manager

SUBJECT: **FLORIN RESOURCE CONSERVATION DISTRICT CONSERVATION
ACTIVITIES REPORT**

RECOMMENDATION

This item is presented for information only. No action by the Board is proposed at this time.

SUMMARY

A planning meeting will be arranged with the school partner, Florin Resource Conservation District (FRCD) and the Refuge to discuss field day dates/equipment requirements and other planning needs. There is a potential opportunity to partner with the Sacramento Tree Foundation. The FRCD received \$500 worth of boots from Central Valley Joint Venture. A webinar was attended by staff regarding grant reporting and invoicing. One additional speaker was secured for the workshop series. Chairperson Tom Nelson and Sarah Jones attended the Veteran Farmers Outreach Day hosted by the Natural Resources Conservation Service (NRCS) to network with veteran farmers and other agriculturally based agencies and organizations on behalf of the FRCD.

DISCUSSION

Background

In the 2016-17 State Budget, the Department of Conservation was provided \$2.5 million through the Division of Land Resource Protection to assist with RCD capacity building efforts through the RCD Financial Assistance Program. The FRCD was approved for grant funding and was awarded approximately \$46,000 to implement the Community Conservation Education Program that was approved by the Board, and proposed in the RCD Financial Assistance Program grant application.

Chairperson Tom Nelson and Director Jeanne Sabin, along with Sarah Jones attended the SLEWS Academy from May 22-24, 2017 with the Center for Land Based Learning (CLBL).

FLORIN RESOURCE CONSERVATION DISTRICT CONSERVATION ACTIVITIES REPORT

Page 2

Since the academy, an education partner has been identified. Ken Steele from Valley High will be participating with his Ecology class. The first project site will be at Stone Lakes Wildlife Refuge. Topics for the Community Conservation Workshop Series have been determined. The workshops will be held in fall of 2017 and spring 2018 in partnership with the Elk Grove Community Garden, to be held on Saturdays from 10am – noon.

Present Situation

Now that school is back in session a planning meeting will be arranged with the school partner, FRCD and the Refuge to discuss field day dates/equipment requirements and other planning needs. Matt Lechmaier from CLBL is reaching out to the Sacramento Tree Foundation to set up a meeting with FRCD to discuss partnership opportunities.

The FRCD received a donation of boots from Central Valley Joint Venture worth \$500, which will stretch the grant funds that were allocated for equipment (\$3000). There is still a need for funding or sponsorship for food for eight field days.

Chairperson Tom Nelson and Sarah Jones attended the Veteran Farmers Outreach Day hosted by the NRCS to network with veteran farmers and other agriculturally based agencies and organizations on behalf of the FRCD.

A webinar was attended by staff to learn the grant requirements for reporting and invoicing. The first report and invoice will be due September 1, 2017 and will be required quarterly.

This month an additional presenter was confirmed for the CCE Workshop Series. Paul Mewton from the Cosumnes Services District will be teaching the Rain Garden workshop.

Workshops:

1. Beekeeping- Steve Hays, beekeeper (February, 17, 2018)
2. Pollinator habitat gardens, Green Acres Nursery, (TBD)
3. Organic pest control- David Miller, Master Gardener (TBD)
4. Vermiculture (composting), Worm Fancy (October 21, 2017)
5. Water efficient landscaping/Irrigation trouble shooting, Green Acres Nursery (TBD)
6. Rain gardens, Paul Mewton (TBD)

August 16, 2017

**FLORIN RESOURCE CONSERVATION DISTRICT CONSERVATION ACTIVITIES
REPORT**

Page 3

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

Compliance with State regulations is in conformity with the District's Business Practice goals of the 2012-2017 Strategic Plan.

FINANCIAL SUMMARY

There is no direct financial impact associated with this report.

Respectfully submitted,

A handwritten signature in blue ink that reads "Sarah Jones". The signature is written in a cursive style with a large initial 'S'.

SARAH JONES
PROGRAM MANAGER

August 16, 2017

TO: Chairperson and Directors of the Florin Resource Conservation District
FROM: Sarah Jones, Program Manager
SUBJECT: **WATER USAGE AND CONSERVATION REPORT**

RECOMMENDATION

This item is presented for information only. No action by the Board is proposed at this time.

SUMMARY

Staff attended a meeting at the Capitol where a new piece of draft legislation was discussed. The “Hertzberg/Skinner proposal,” is a concern to Regional Water Authority (RWA) and partner agencies because it does not address some significant concerns, however the legislative staff was open to critiques and are making an effort to build consensus between stakeholders.

For July 2017, Service Area 1 reduced water consumption 18.6% and Service Area 2 reduced water consumption 13.9% compared to July 2013. The combined July reduction for both service areas is 17.1%.

The Regional Water Authority (RWA) determined the region’s June 2017 water savings was 18.6% compared to 2013.

DISCUSSION

Background

On Friday, April 7th, 2017 Governor Jerry Brown issued an executive order that ended the emergency drought declaration in most of the state that had been in effect since 2014. Consecutively, the Governor released the much anticipated final Framework (Framework), *Making Water Conservation a Way of Life: Implementing Executive Order B-37-16*. The Regional Water Authority has voiced its criticism of the final Framework.

Currently several bills are moving through the legislative process in relation to the final Framework and long term conservation. The Regional Water Authority (RWA) and the Association of California Water Agencies (ACWA) support two bills in relation to long term conservation: AB 968 & 1654 (Rubio) because these bills focus in on long term water efficiency, reliability and conservation while giving more flexibility at the local level to

WATER USAGE AND CONSERVATION REPORT

Page 2

determine and plan accordingly instead of a one-size fits all approach. RWA and ACWA are opposed to any related budget trailer bill which represents significant policy change that opponents feel should be heard through the deliberative stakeholder and committee process rather than the state budget process because trailer bills do not allow adequate time for stakeholder and public input. Additionally, they are opposed to three Assembly bills, AB 1667, 1668 & 1669 (Friedman) because these bills would grant the State Water Resources Control Board (SWRCB) permanent, unchecked authority to establish, modify and enforce urban water use targets. In response to AB 1677 (Friedman), RWA sent a coalition letter of opposition to Senator Hertzberg, the Chair of the Senate Natural Resources and Water Committee on July 7, 2017. All of the above listed bills were essentially swiped clean (held in suspense) at the committee meeting with the intent to start clean with a new bill that could hopefully meet the needs, and be a compromise that works for all involved stakeholders.

Present Situation

Staff attended a meeting at the Capitol where a new piece of draft legislation was discussed. The “Hertzberg/Skinner proposal,” is a concern to RWA and partner agencies because it does not address the significant concerns outlined in the July 21, 2017 letter to Chairman Hertzberg, including:

1. The proposal delegates the Legislature’s authority over long-term water use efficiency standards and targets to State agencies.
2. The proposal’s enforcement provisions do not account for urban retail water suppliers’ authorities and responsibilities relative to their customers. State agencies should not have the power to impose cease-and-desist orders related to the standards against water suppliers.
3. The proposal does not protect water rights.
4. The proposal does not adequately protect or create incentives for the further development of potable reuse and recycled water.

WATER USAGE AND CONSERVATION REPORT

Page 3

The proposal also introduces new concepts not previously considered in this year's legislative discussion that are potentially problematic, including the following:

1. Authority for the SWRCB to adopt standards for system leaks, including raw, potable, and recycled water system leaks.
2. Authority for the SWRCB to impose civil liability and/or issue cease-and-desist orders for failure to make a "good faith effort" to comply with reporting and planning requirements.
3. Authority for the SWRCB to impose civil liability and/or issue cease-and-desist orders for failure to make a "good faith effort" to comply with reporting and planning requirements.

The meeting was positive however, and the legislative staff was very responsive and open to the critiques and are truly working to build consensus between involved stakeholders including the Governor, SWRCB, environmental non-profit groups and water utilities.

The Water Usage Summary for July 2017 (Attachment 1) indicates Service Area 1 reduced its water consumption by 18.6% in July 2017 compared to July 2013 usage. Service Area 2 reduced by 13.9% for the same period. The combined July reduction for both service areas was 17.1%.

The Regional Water Authority (RWA) determined the region's June 2017 water savings was 18.6% compared to 2013 (Attachment 2). Due to a timing issue the RWA water savings report is staggered by one month.

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

Compliance with State regulations is in conformity with the District's Business Practice goals of the 2012-2017 Strategic Plan

August 16, 2017

WATER USAGE AND CONSERVATION REPORT

Page 4

FINANCIAL SUMMARY

There is no direct financial impact associated with this report

Respectfully submitted,

A handwritten signature in blue ink that reads "Sarah Jones". The signature is written in a cursive style with a large initial 'S'.

SARAH JONES
PROGRAM MANAGER

Attachments

Elk Grove Water District Water Usage

	Monthly Production (gallons)											
	January	February	March	April	May	June	July	August	September	October	November	December
2013												
GW (SA1)	68,254,916 *	81,368,191 *	100,542,522	121,613,523	172,623,839	196,557,137	221,335,388	205,830,850	166,997,536	145,352,530	107,186,459	80,494,167
Purchased (SA2)	33,769,956	30,929,052	36,942,972	51,911,200	87,470,372	100,709,224	112,128,192	110,885,764	105,417,136	81,665,892	71,505,060	62,165,532
Total	102,024,872	112,297,243	137,485,494	173,524,723	260,094,211	297,266,361	333,463,580	316,716,614	272,414,672	227,018,422	178,691,519	142,659,699
2015												
GW (SA1)	62,684,574	57,365,413	86,489,437	88,984,850	106,158,389	114,555,359	127,038,586	125,052,315	117,883,208	99,385,733	64,079,715	57,508,787
Purchased (SA2)	28,648,400	30,029,208	36,876,400	51,626,212	52,734,000	62,368,240	71,273,928	75,055,068	70,123,504	63,526,892	46,873,420	34,399,772
Total	91,332,974	87,394,621	123,365,837	140,611,062	158,892,389	176,923,599	198,312,514	200,107,383	188,006,712	162,912,625	110,953,135	91,908,559
2016												
GW (SA1)	54,579,679	53,455,693	56,776,025	80,317,655	110,937,338	148,518,660	164,758,463	159,501,571	140,200,584	99,019,629	63,087,762	59,635,559
Purchased (SA2)	27,516,676	26,507,624	27,531,636	34,054,196	51,071,196	75,541,268	96,246,656	93,992,184	86,904,136	75,682,640	37,088,084	28,894,492
Total	82,096,355	79,963,317	84,307,661	114,371,851	162,008,534	224,059,928	261,005,119	253,493,755	227,104,720	174,702,269	100,175,846	88,530,051
2017												
GW (SA1)	59,973,881	50,320,832	61,080,559	68,658,752	137,599,305	155,472,951	180,086,739					
Purchased (SA2)	26,951,188	28,184,640	28,756,860	34,167,892	48,653,660	87,003,620	96,535,384					
Total	86,925,069	78,505,472	89,837,419	102,826,644	186,252,965	242,476,571	276,622,123	0	0	0	0	0
% Reduction from 2013	14.80%	30.09%	34.66%	40.74%	28.39%	18.43%	17.05%	100.00%	100.00%	100.00%	100.00%	100.00%

* Notes

2013 January and February production numbers do not match actually recorded production because of an open intertie delivering water to SA2. Information below is further details.
 SA1 = Service Area 1, SA2 = Service Area 2. SA1 is all groundwater (GW) production. SA2 is all purchased water from SCWA.
 Actual Recorded Prod. (Jan. 2013) - Service Area 1 79,361,342 gallons (Includes water delivered to SA2 due to open intertie. Intertie closed end of Feb. 2013)
 Actual Recorded Prod. (Feb. 2013) - Service Area 1 94,608,406 gallons (Includes water delivered to SA2 due to open intertie. Intertie closed end of Feb. 2013)
 To determine estimate of Feb. 2013 production delivered to Service Area 1, use multiplier from March data which is seasonally similar.)
 Service Area 1 Multiplier = 1.39 (calculated from March 2013 Prod. Data/March 2014 Prod. Data)
 Calc'd Feb. 2013 Prod. = Feb. 2014 Prod. Data x 1.39 = 79,737,924
 To determine estimate of Jan. 2013 production, use prorated amount from Feb. 2013 data. (This method due to Jan. 2014 being unseasonably hot.)
 Calc'd Jan. 2013 Prod. = (Feb. 2013 Prod. Data Actual) x Jan. 2013 Prod. Data Actual = 68,254,916

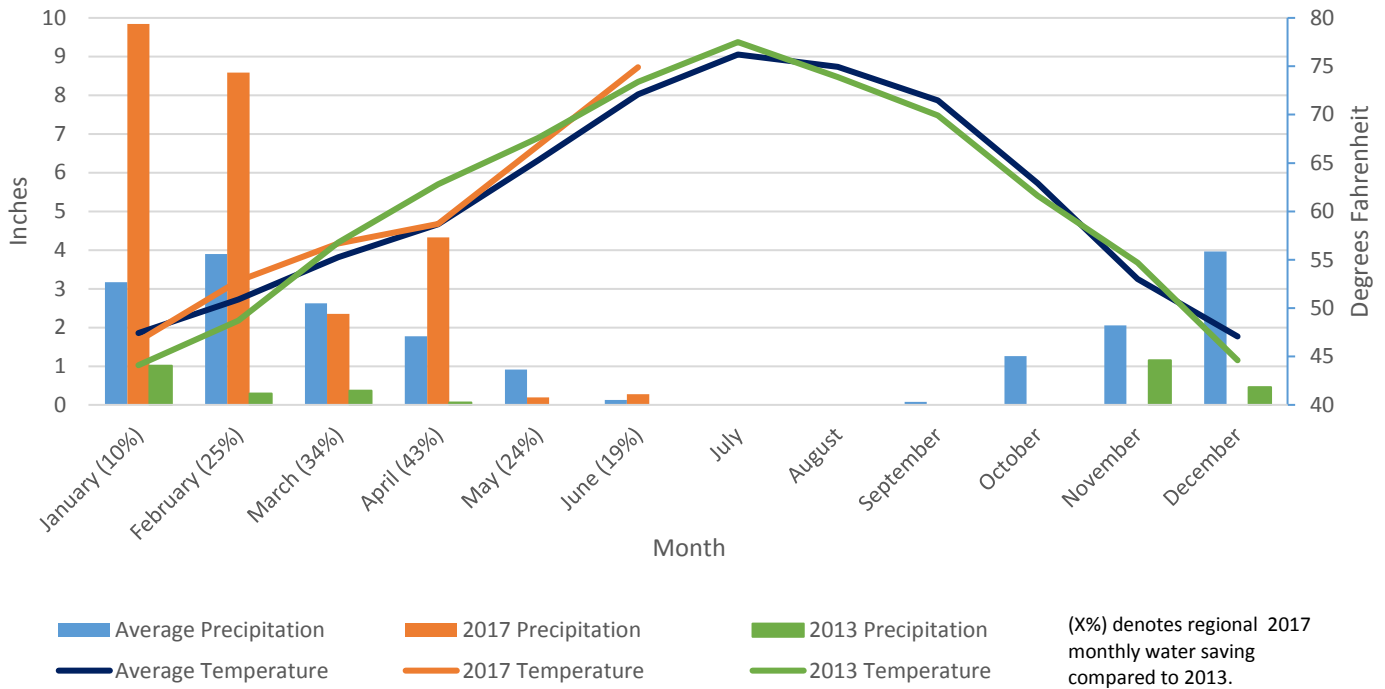
RWA Savings Summary June 2017

YEAR TO DATE REDUCTION BY VOLUME (Million Gallons)													
	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
2017	6,285	5,407	6,620	6,943	13,232	15,858							54,345
2013	6,953	7,232	10,094	12,105	17,472	19,483	22,418	20,855	17,311	14,836	10,649	8,430	73,338
%	9.6%	25.2%	34.4%	42.6%	24.3%	18.6%							25.9%

STATE WATER BOARD WATER SAVINGS TRACKING (Million Gallons)														
	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	Total
2016/17	15,136	17,257	17,190	14,696	10,357	6,910	6,407	6,285	5,407	6,620	6,943	13,232	15,858	142,298
2013	19,483	22,418	20,855	17,311	14,836	10,649	8,430	6,953	7,232	10,094	12,105	17,472	19,483	187,320
%	22.3%	23.0%	17.6%	15.1%	30.2%	35.1%	24.0%	9.6%	25.2%	34.4%	42.6%	24.3%	18.6%	24.0%

REDUCTION BY AGENCY (Data compared to 2013)		
Water Agency	June 2017 Reduction	June 2016 - June 2017 Reduction
California American Water	24.2%	29.1%
Carmichael Water District	19.3%	26.2%
Citrus Heights Water District	22.2%	26.5%
City of Davis	19.3%	23.3%
City of Folsom	9.1%	12.7%
City of Lincoln	13.2%	21.7%
City of Roseville	14.2%	23.8%
City of Sacramento	24.5%	26.6%
City of West Sacramento	20.4%	24.8%
City of Woodland	22.0%	26.5%
City of Yuba City	19.6%	23.8%
Del Paso Manor Water District	24.7%	26.9%
El Dorado Irrigation District	17.7%	22.6%
Elk Grove Water District	18.4%	25.8%
Fair Oaks Water District	18.4%	27.5%
Golden State Water Company	20.0%	21.8%
Orange Vale Water Company	22.3%	31.7%
Placer County Water Agency	12.1%	18.4%
Rancho Murieta CSD	16.1%	23.8%
Rio Linda/Elverta CWD	24.3%	24.8%
Sacramento County Water Agency	12.8%	21.0%
Sacramento Suburban WD	11.5%	23.2%
San Juan Water District	22.5%	26.5%
Average	18.6%	24.3%
Minimum	9.1%	12.7%
Maximum	24.7%	31.7%

Precipitation and Temperature, Average (1998-2016), 2013 and 2017



Water Agency	2017 Residential Gallons Per Capita Per Day (R-GPCD)											
	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
California American Water	65	60	63	65	111	125						
Carmichael Water District	86	79	84	94	203	248						
Citrus Heights Water District	75	72	80	87	166	213						
City of Davis	59	56	60	66	108	125						
City of Folsom	93	95	96	104	192	231						
City of Lincoln	60	52	56	74	136	171						
City of Roseville	51	54	51	64	99	161						
City of Sacramento	66	58	74	74	127	145						
City of West Sacramento	82	80	74	76	113	134						
City of Woodland	51	63	46	76	75	75						
City of Yuba City	77	64	76	83	136	154						
El Dorado Irrigation District	83	72	89	75	196	217						
Elk Grove Water District	53	53	56	64	114	141						
Fair Oaks Water District	73	69	80	93	214	274						
Golden State Water Company	87	76	85	93	155	202						
Orange Vale Water Company	74	64	84	91	217	265						
Placer County Water Agency	71	59	74	86	169	194						
Rancho Murieta CSD	79	67	71	102	203	203						
Rio Linda/Elverta CWD	94	94	91	107	222	248						
Sacramento County Water Agency	76	68	67	80	140	172						
Sacramento Suburban WD	64	59	65	69	145	156						
San Juan Water District	78	72	92	122	396	472						
Sacramento Regional Average	69	64	71	77	142	168						

August 16, 2017

TO: Chairperson and Directors of the Florin Resource Conservation District
FROM: Bruce M. Kamilos, Assistant General Manager
SUBJECT: **ELK GROVE WATER DISTRICT OPERATIONS REPORT – JULY 2017**

RECOMMENDATION

This item is presented for information only. No action by the Board is proposed at this time.

SUMMARY

The Elk Grove Water District (EGWD) Operations Report is a standing item on the regular board meeting agenda.

All regulatory requirements were met for the month of July. Other notable events are described below.

DISCUSSION

Background

Every month, staff presents an update of the activities related to the operations of the District. Included for the Board's review is the EGWD's July 2017 Operations Report.

Present Situation

The EGWD July 2017 Operations Report highlights are as follows:

- **Operations Activities Summary** – Notable items in the activities summary are that the District hung 493 door hangers for past due balances which resulted in 47 shutoffs. There were 10 pressure complaints and 2 water quality complaints.
- **Production** – The Combined Total Service Area 1 production graph on page 14 shows that production during the month of July increased 9.3 percent compared to July 2016, and is 18.6 percent less than what was produced in 2013. The Total

ELK GROVE WATER DISTRICT OPERATIONS REPORT – JULY 2017

Page 2

Demand/Production for both service areas on page 15 shows that customer use during the month of July, compared to July 2013, was down by 17 percent.

- **Static and Pumping Level Graphs** – The third quarter soundings are shown and indicate that some of the static water levels in deeper zones have decreased as compared to prior quarters.
- **Treatment (Compliance Reporting)** – All samples taken during the month are in compliance with all regulatory permit requirements. No exceedances of any maximum contaminant levels were found and all water supplied to the District's customers met or exceeded safe drinking water standards.
- **Preventative Maintenance Program** – The tables included in this section of the report also include certain activities completed to date. Below is a list of out-of-ordinary maintenance work completed in July:
 - Staff troubleshoot a standby generator malfunction at RRWTP.
 - Staff began start-up of HVWTP along with entry into distribution system.
 - Staff performed multiple adjustments and extensive sampling at HVWTP.
- **Backflow Prevention Program 2017** – There were 151 notices issued for the month. From the initial testing notice 71 devices passed and 4 had failed. Those 4 have since been repaired and have passed. There were 76 secondary notices issued, of which we have received no passing tests. There is a total of 80 outstanding devices as of this month, which will require further investigation.
- **Safety Meetings/Training** – There were 3 safety training sessions conducted for the month. Only 2 safety sessions are required by OSHA standards.
- **Service Line Replacement Map** – The District did not install any residential services in the month of July.
- **Service and Main Leaks Map** – There was 1 service line leak reported for the month.

ELK GROVE WATER DISTRICT OPERATIONS REPORT – JULY 2017

Page 3

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

The District's Strategic Plan addresses responsible business practices and the importance of providing the community with safe drinking water. The EGWD Operations Report is a key document for managing the District's distribution and treatment system. The EGWD Operations Report assists the District toward its responsibility of delivering safe drinking water.

FINANCIAL SUMMARY

There is no financial impact associated with this report.

Respectfully submitted,



BRUCE M. KAMILOS
ASSISTANT GENERAL MANAGER

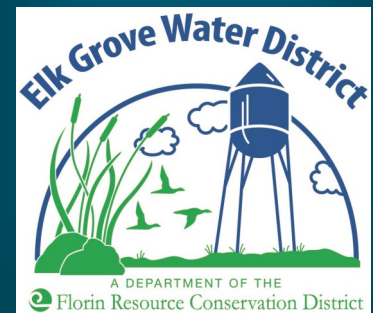
EGWD

OPERATIONS REPORT

July 2017



Elk
Grove
Water
District



Elk Grove Water District

Operations Report

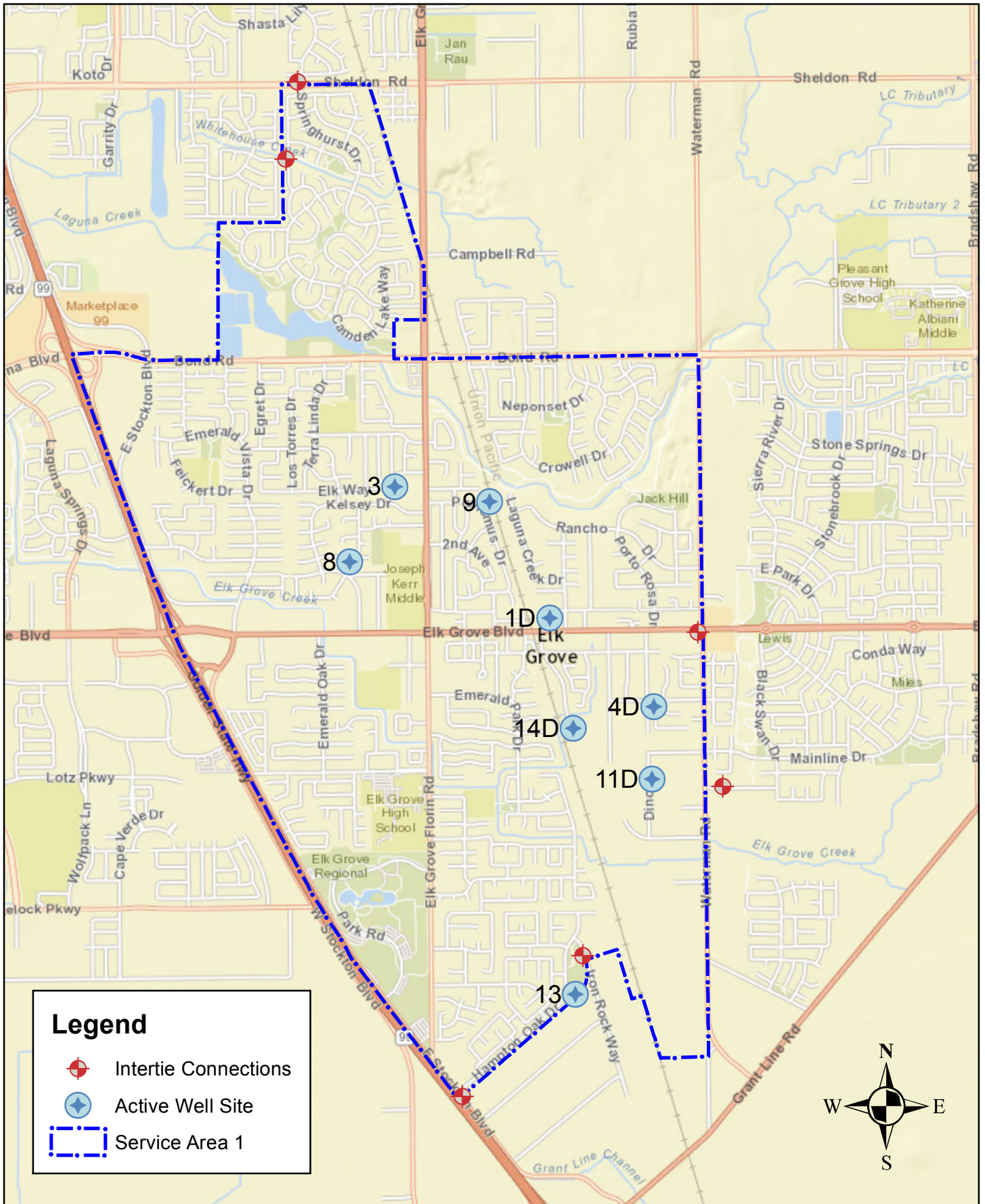
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Operations Activities Summary

<u>Service Requests:</u>	July-17		YTD (Since July 1, 2016)	
<u>Department</u>	<u>Service Request</u>	<u>Hours</u>	<u>Service Request</u>	<u>Hours</u>
Distribution				
Door Hangers	493	25	3065	205.50
Shut offs	47	23.25	365	185.50
Turn ons	51	12.75	417	82.50
Investigations	46	29	283	273.76
USA Locates	181	45.25	1,115	278.75
Customer Complaints				
-Pressure	10	4.25	20	8.75
-Water Quality	2	1	20	13
-Other	0	0	0	0

<u>Work Orders:</u>	July-17		YTD (Since July 1, 2016)	
<u>Department</u>	<u>Work Orders</u>	<u>Hours</u>	<u>Work Orders</u>	<u>Hours</u>
Treatment:				
Preventative Maint.	15	28	103	212
Corrective Maint.	4	63	27	251
Water Samples	14	64	75	271
Distribution:				
Meters Installed	0	0	0	0
Backflow Devices Installed	0	0	1	36
Preventative Maint.				
-Hydrant Flushing Program	0	0	0	0
-Hydrant Maintenance	152	37.50	832	196
-Valve Exercising	163	45	1,080	375.50
-Other	0	0	0	0
Corrective Maint.				
-Leaks	1	12	21	419.75
-Other	6	16.50	86	651
Valve Locates	17	28.50	30	98.25
Utility:				
Service Line Replacement	0	0	10	247.50
Corrective Maint.	0	0	0	0



Active Well Sites & Intertie Connections

Elk Grove Water District



Elk Grove Water District

Monthly Production

Well ID School -- July 2017
(Well Offline)

Selected Month Production
0 Gallons

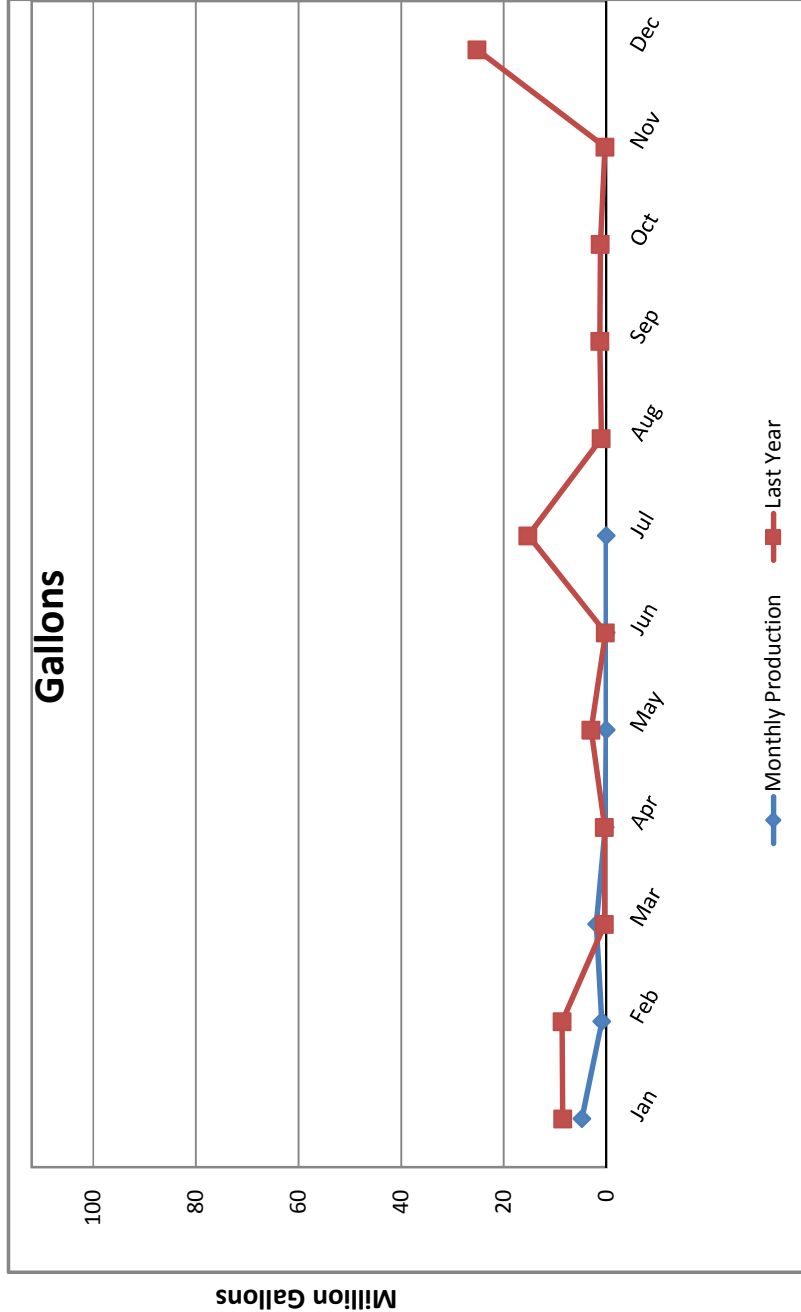
Average GPM: 0

Motor:
Volts: --
Volts (Rated): 460
RPM: --
RPM (Rated): 2115
Amps A: --
Amps A (Rated): 222
Amps B: --
Amps B (Rated): 222
Amps C: --
Amps C (Rated): 222

Motor Temp: -- F
Hour Meter: 0.00
KW Hour Total: 0.00

Chlorine:
Dosing: --
Demand: --
Residual: --

Vibration Reading:
Base Line: 0.05 in/sec
Current: --





Elk Grove Water District

Monthly Production

Well 4D Webb -- July 2017

Selected Month Production
39,531,434 Gallons

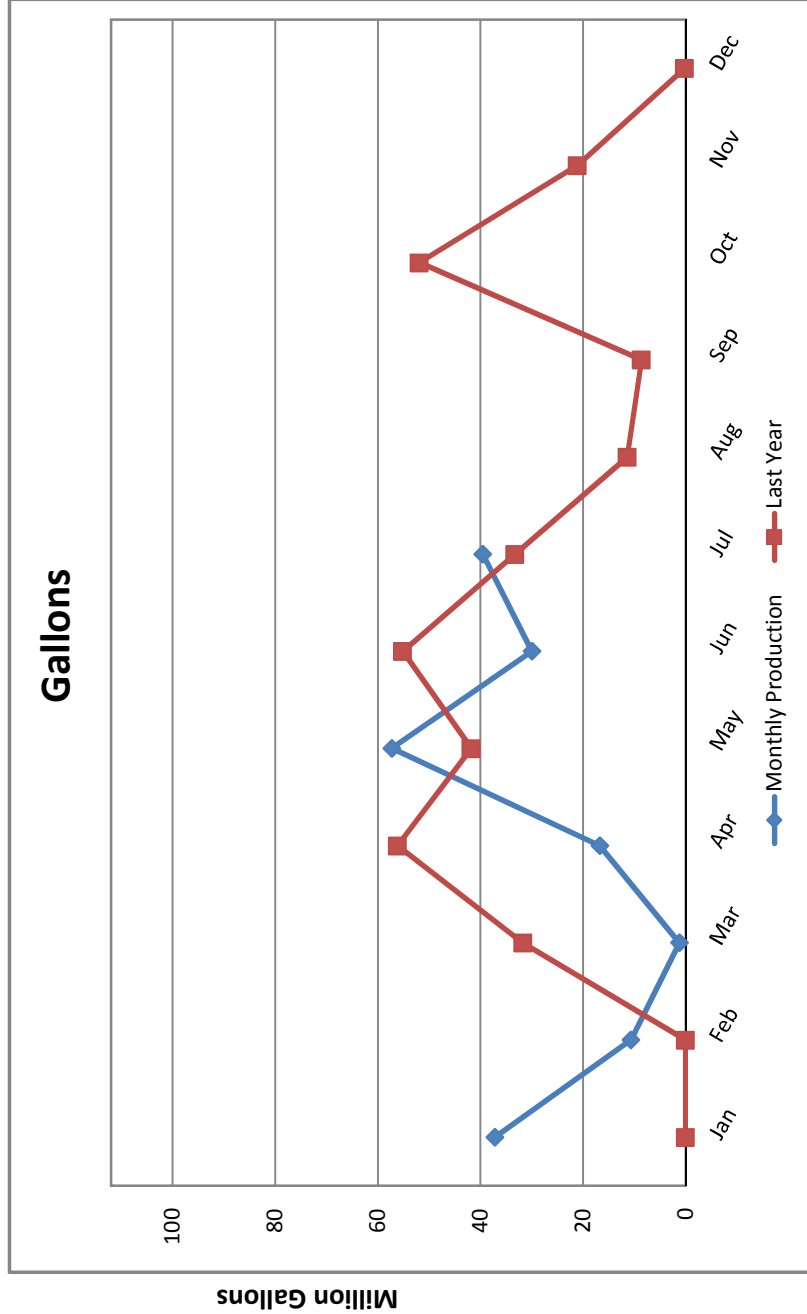
Average GPM:
1,682

Motor:
Volts: 476
Volts (Rated): 460
RPM: 1955
RPM (Rated): 1775
Amps A: 196
Amps A (Rated): 225
Amps B: 195
Amps B (Rated): 225
Amps C: 195
Amps C (Rated): 225

Motor Temp: 154.4 F
Hour Meter: 391.70
KW Hour Total: 54,120.00

Chlorine:
Dosing: 1.75 mg/L
Demand: 0.7 mg/L
Residual: 1.05 mg/L

Vibration Reading:
Base Line: 0.05 in/sec
Current: 0.04 in/sec





Elk Grove Water District

Monthly Production

Well 11D Dino -- July 2017

Selected Month Production
34,787,729 Gallons

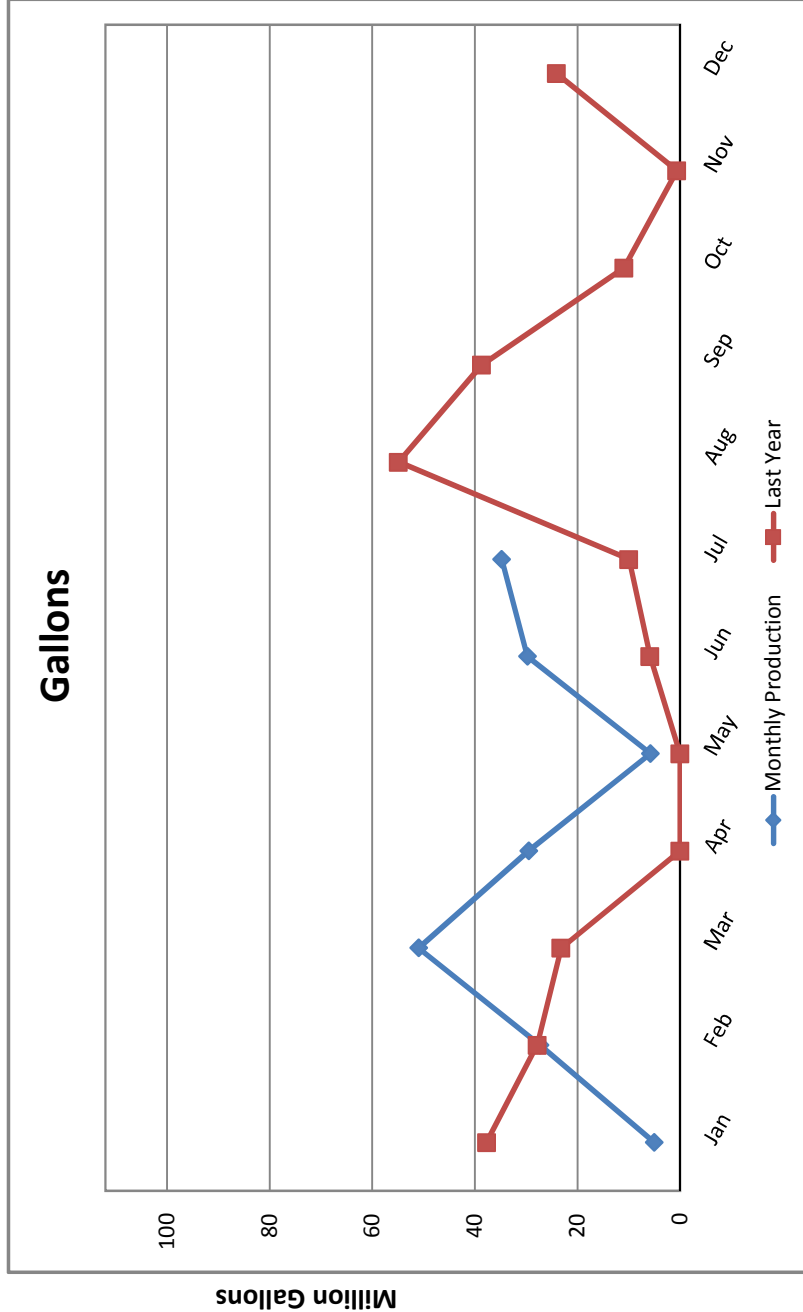
Average GPM:
1,701

Motor:
Volts: 472
Volts (Rated): 460
RPM: 1901
RPM (Rated): 1775
Amps A: 187
Amps A (Rated): 225
Amps B: 188
Amps B (Rated): 225
Amps C: 190
Amps C (Rated): 225

Motor Temp: 148.2 F
Hour Meter: 340.70
KW Hour Total: 43,800.00

Chlorine:
Dosing: 1.87 mg/L
Demand: 0.82 mg/L
Residual: 1.05 mg/L

Vibration Reading:
Base Line: 0.05 in/sec
Current: 0.02 in/sec





Elk Grove Water District

Monthly Production

Well 14D Railroad -- July 2017

Selected Month Production
42,944,105 Gallons

Average GPM:
1,561

Motor:

Volts: 475
Volts (Rated): 460
RPM: 2092
RPM (Rated): 1785
Amps A: 163
Amps A (Rated): 171
Amps B: 163
Amps B (Rated): 171
Amps C: 159
Amps C (Rated): 171

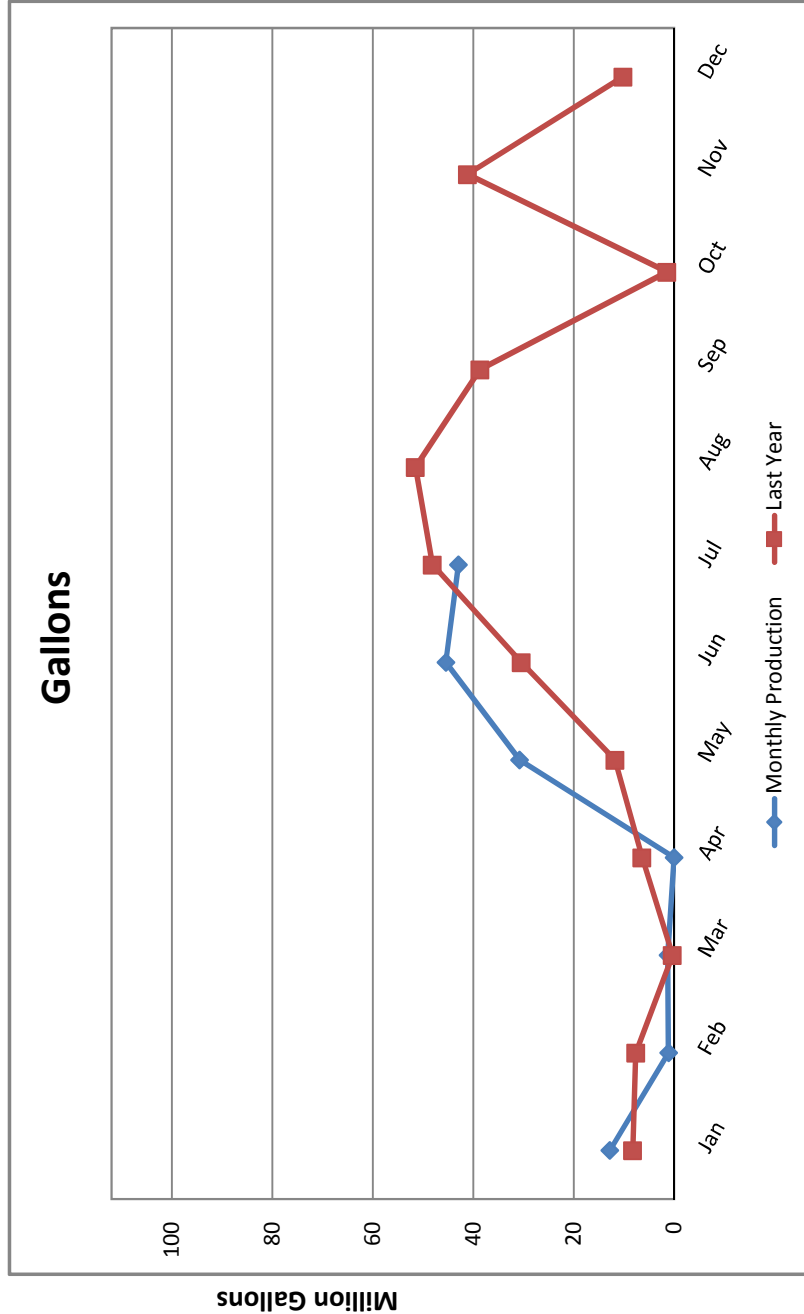
Motor Temp.: 146.6 F
Hour Meter: 458.40
KW Hour Total: 130,720.00
(KWH total is for the entire facility)

Chlorine:

Dosing: 1.87 mg/L
Demand: 0.97 mg/L
Residual: 1.05 mg/L

Vibration Reading:

Base Line: 0.02 in/sec
Current: 0.04 in/sec





Elk Grove Water District

Monthly Production

Well 3 Mar-Val -- July 2017

Selected Month Production
37,003,000 Gallons

Average GPM: 838

Motor:

Volts: 478
 Volts (Rated): 460
 RPM: 1992
 RPM (Rated): 1983
 Amps A: 89
 Amps A (Rated): 88
 Amps B: 86
 Amps B (Rated): 88
 Amps C: 89
 Amps C (Rated): 88

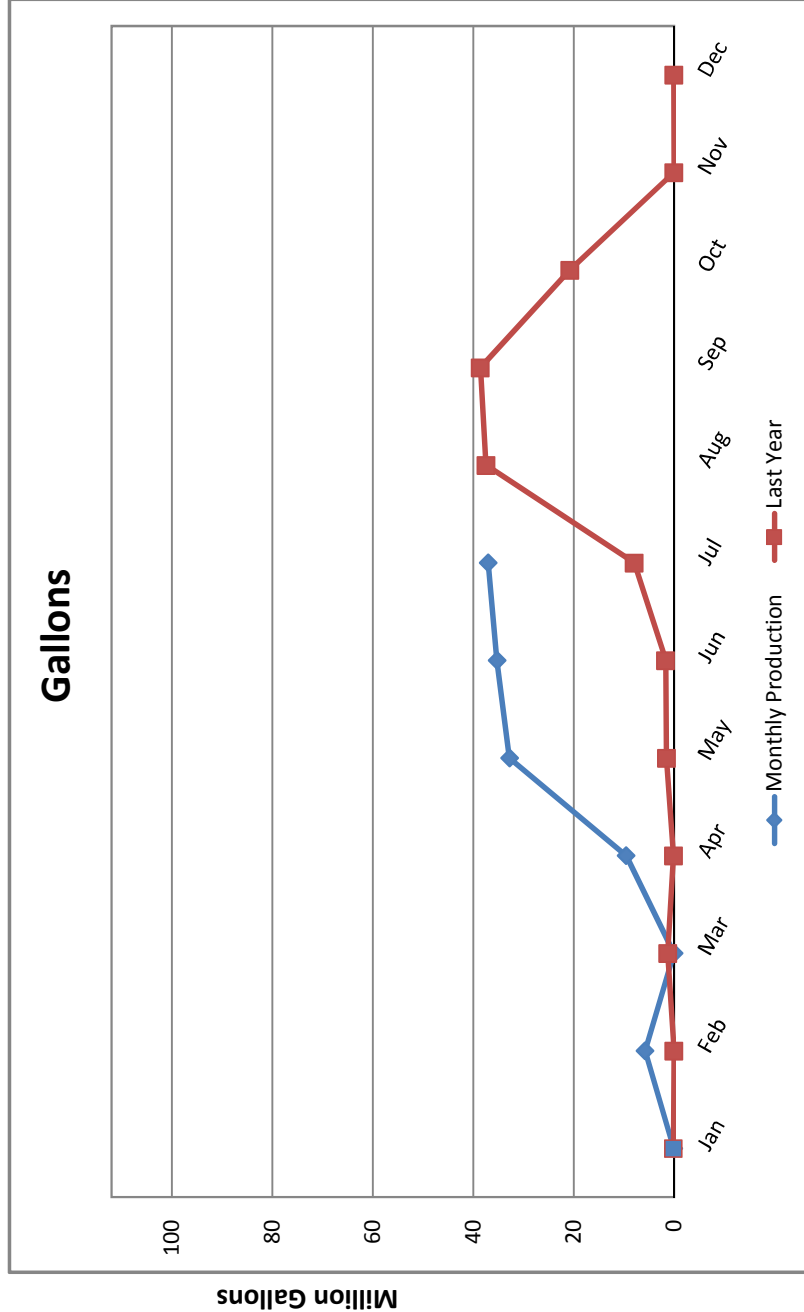
Motor Temp.: 222.6 F
 Hour Meter: 735.80
 KW Hour Total: 44,621.00

Chlorine:

Dosing: 1.33 mg/L
 Demand: 0.45 mg/L
 Residual: 0.88 mg/L

Vibration Reading:

Base Line: 0.02 in/sec
 Current: 0.07 in/sec





Elk Grove Water District

Monthly Production

Well 8 Williamson -- July 2017
(well Offline)

Selected Month Production
0 Gallons

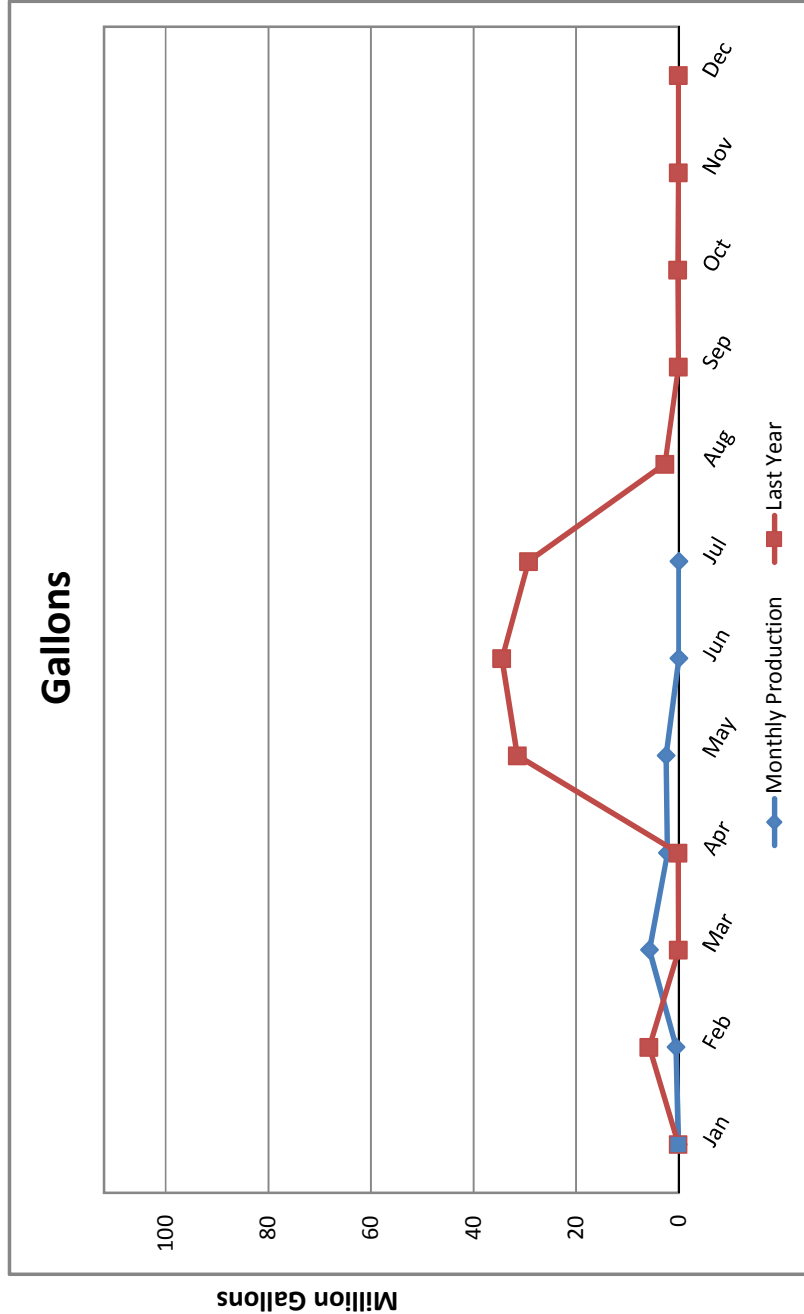
Average GPM: 0

Motor:
Volts: --
Volts (Rated): 460
RPM: --
RPM (Rated): 1780
Amps A: --
Amps A (Rated): 87
Amps B: --
Amps B (Rated): 87
Amps C: --
Amps C (Rated): 87

Motor Temp.: -- F
Hour Meter: 0.00
KW Hour Total: 0.00

Chlorine:
Dosing: --
Demand: --
Residual: --

Vibration Reading:
Base Line: 0.03 in/sec
Current: --





Elk Grove Water District

Monthly Production

Well 9 Polhemus -- July 2017
(Submersible)

Selected Month Production
15,018,000 Gallons

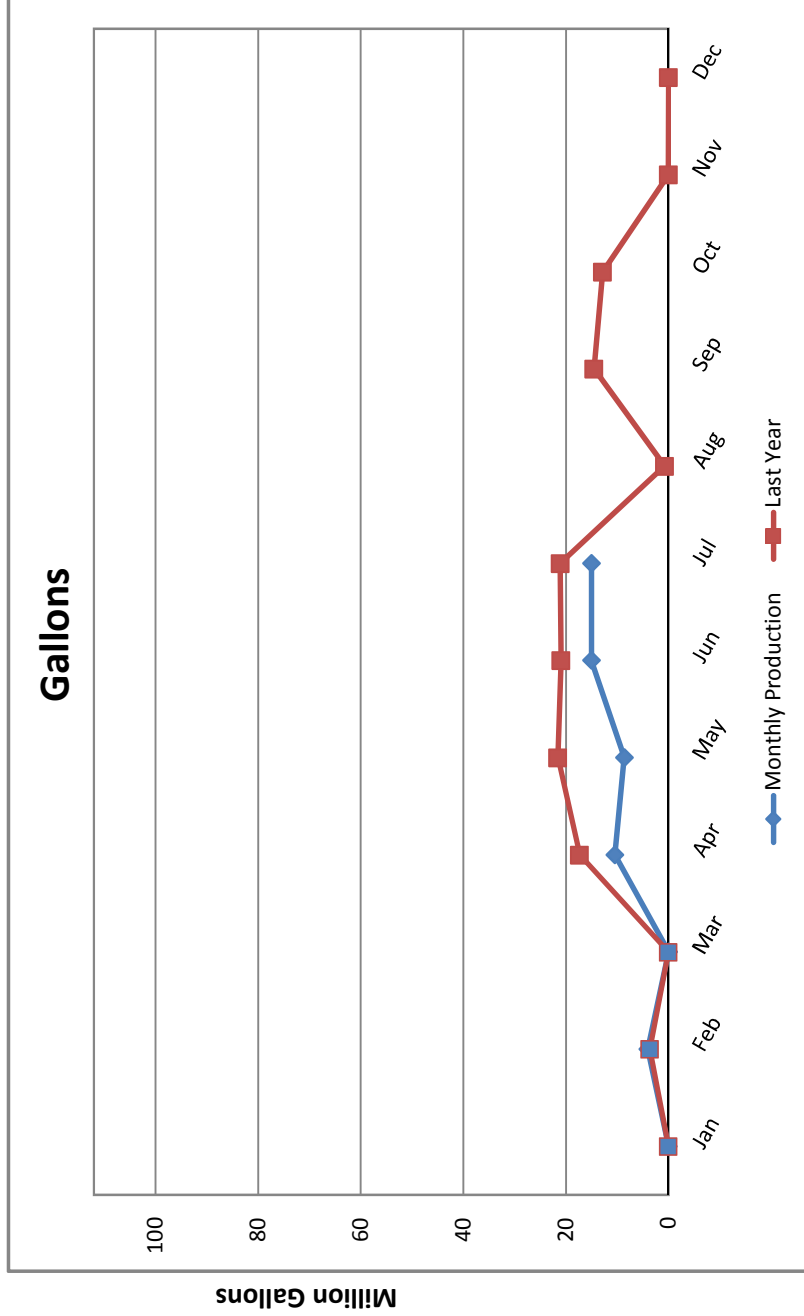
Average GPM: 489

Motor:
Volts: 480
Volts (Rated): 460

Amps A: 57
Amps A (Rated): 65
Amps B: 57
Amps B (Rated): 65
Amps C: 61
Amps C (Rated): 65

Hour Meter: 511.60
KW Hour Total: 20,165.00

Chlorine:
Dosing: 0.99 mg/L
Demand: 0.26 mg/L
Residual: 0.73 mg/L





Elk Grove Water District

Monthly Production

Well 13 Hampton -- July 2017

Selected Month Production
10,802,471 Gallons

Average GPM: 941

Motor:

Volts: 457
 Volts (Rated): 460
 RPM: 2112
 RPM (Rated): 1785
 Amps A: 104
 Amps A (Rated): 141
 Amps B: 104
 Amps B (Rated): 141
 Amps C: 104
 Amps C (Rated): 141

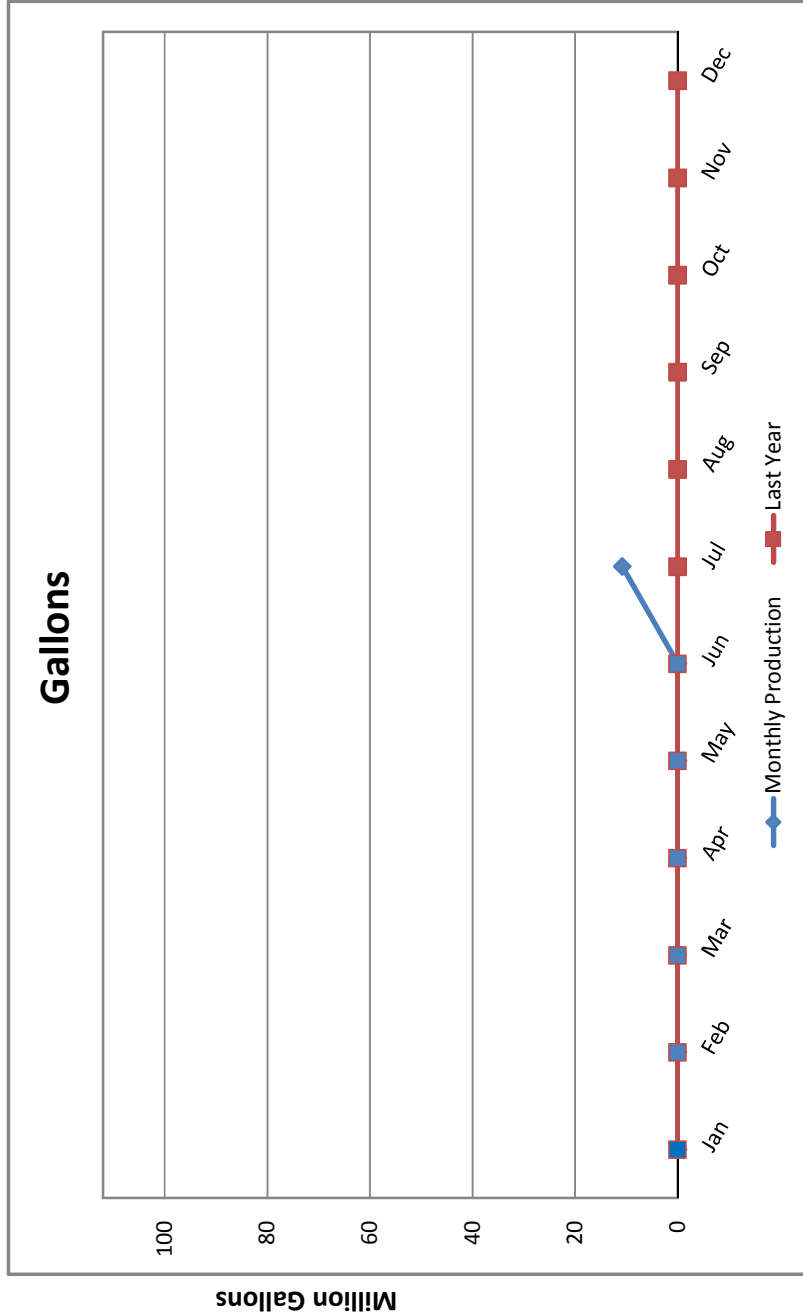
Motor Temp.: 149.1
 Hour Meter: 191.30
 KW Hour Total: 14,880.00

Chlorine:

Dosing: 1.41 mg/L
 Demand: 0.33 mg/L
 Residual: 1.08 mg/L

Vibration Reading:

Base Line: 0.02 in/sec
 Current: 0.03 in/sec





Elk Grove Water District

Monthly Production

SCWA Turnout - July 2017

Selected Month Production
0 Gallons

Average GPM:
0.00

Peak Hour Demand
-

Peak Day Demand
-

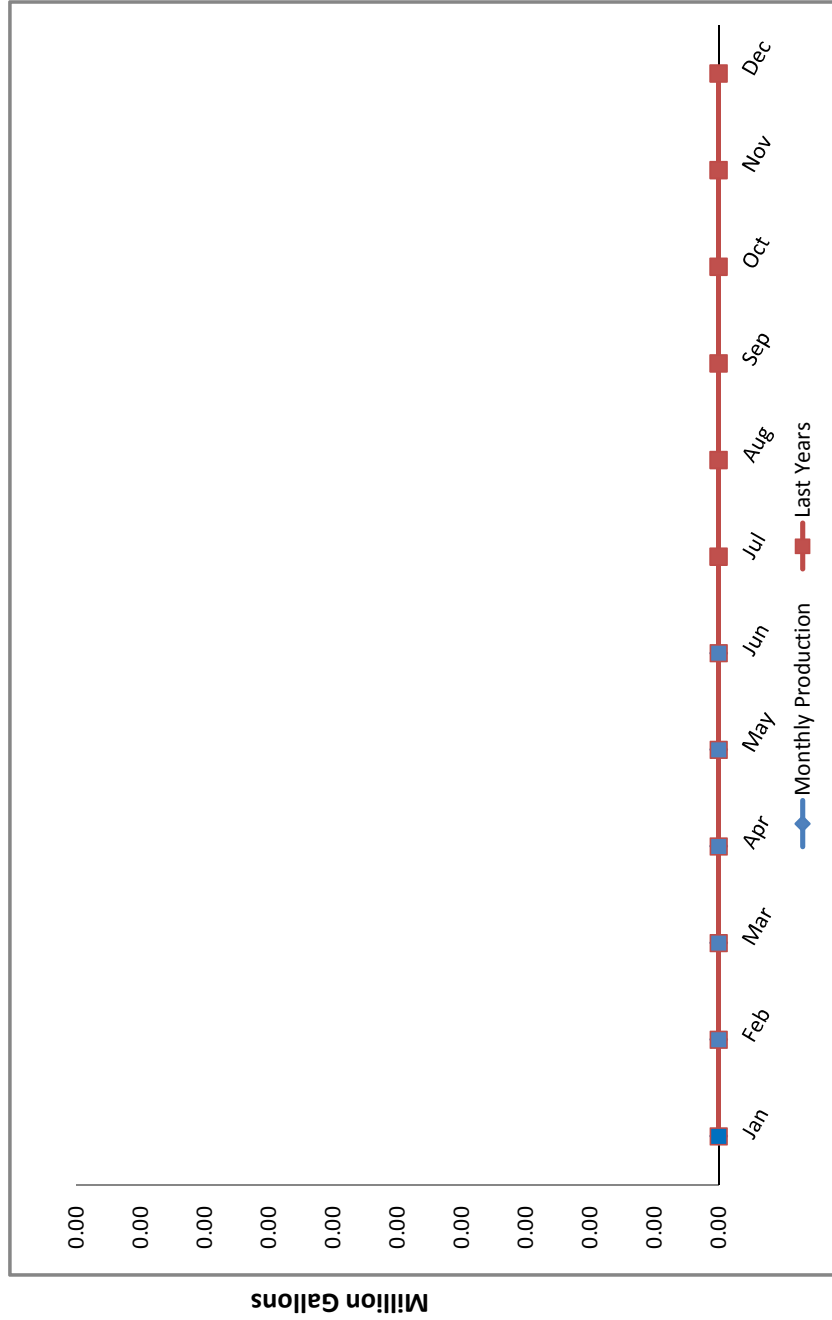
Monthly Tiered Usage

	Gallons Used
Tier 1	-
Tier 2	-
Tier 3	-

Year To Date

Peak Hr Demand	0
Peak Day Demand	0

	Usage	Cost
Tier 1	0	0
Tier 2	0	0
Tier 3	0	0
Total	0	\$0.00





Elk Grove Water District

Combined Total Production

Service Area 1

Jul-2017

Current Month Production:

180,086,739 Gallons

Highest Day Demand of the Month:

6,464,302

Date of Occurrence

17-Jul-17

Highest Day Demand of the Calendar Year:

6,464,302

Date of Occurrence

17-Jul-17

"Water Year" Rainfall: (Oct-16 to Sep-17)

Current Month: 0.00 in

Year To Date: 33.08 in

"Water Year" Rainfall: (Oct-15 to Sep-16)

July 2016: 0.00 in

Year To Date: 16.19 in

Last Year Total: 16.19 in

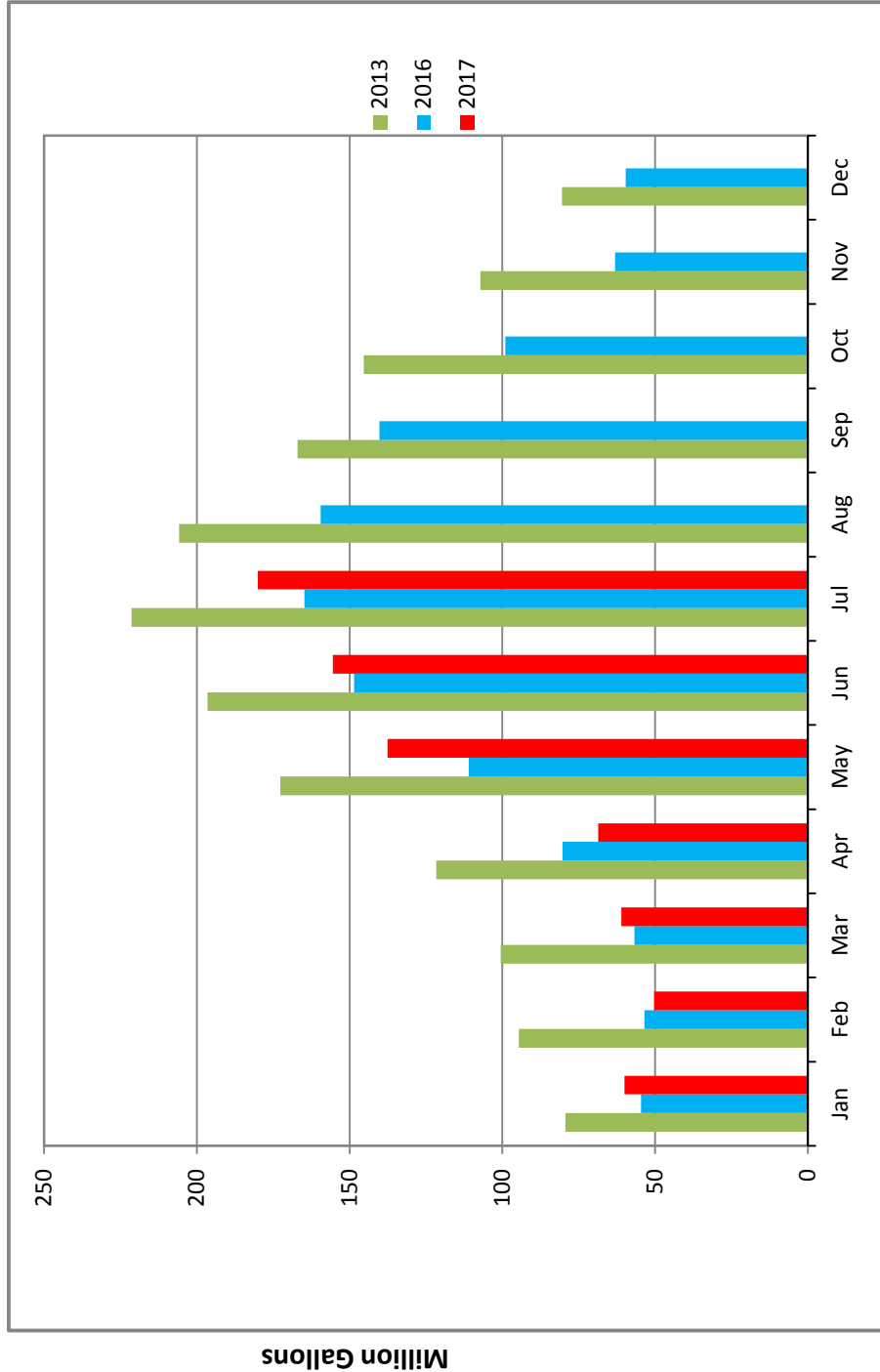
Temperature:

This Month High: 109 F

This Month Low: 56 F

JUL-16 High: 104 F

JUL-16 Low: 55 F

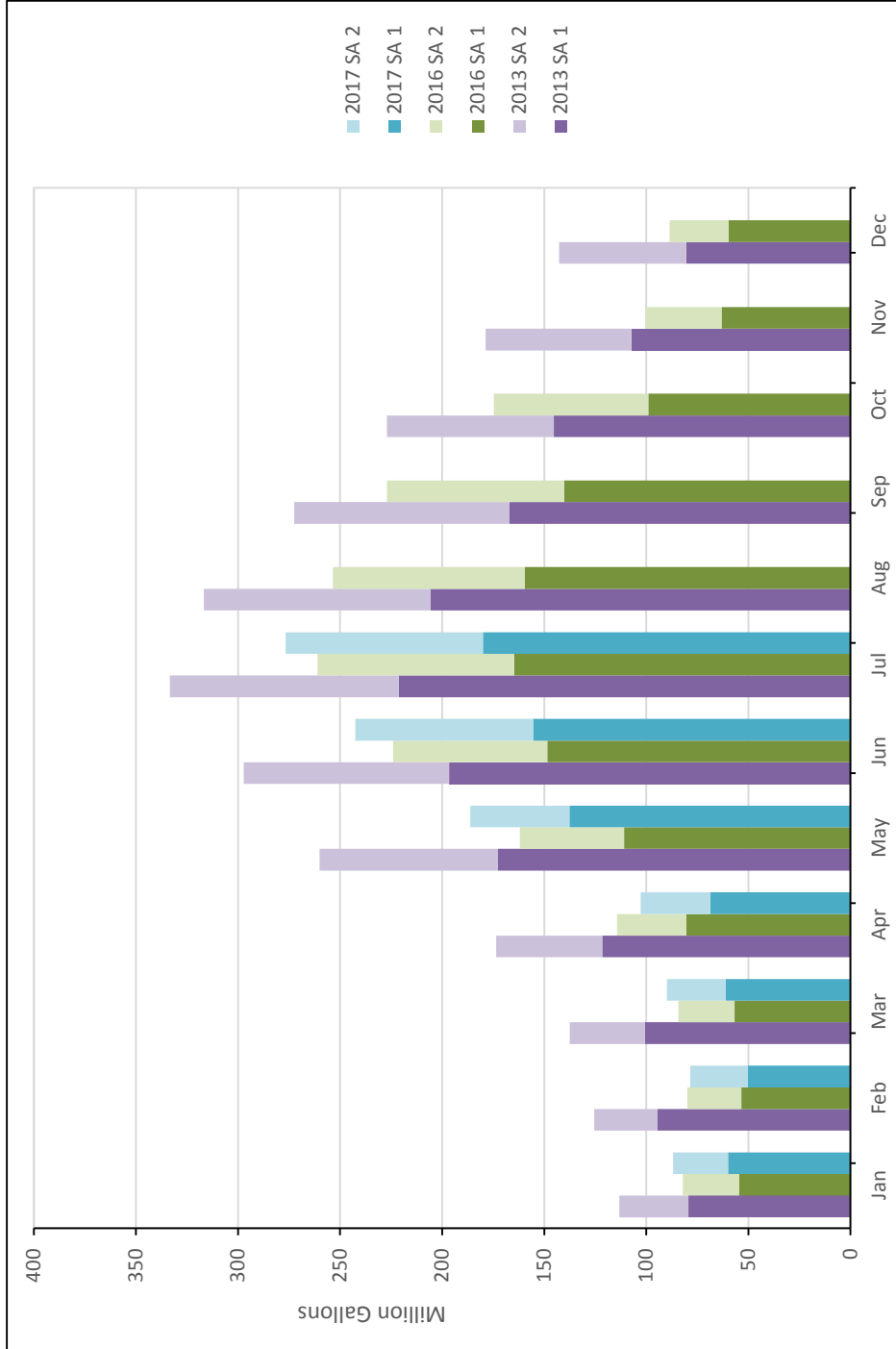




Elk Grove Water District

Total Demand/Production

Jul-2017



Current Month Demand/Production:
276,622,123 Gallons
Reduction From July 2013: 17.05%
GPCD: 199.0 Gallons per Day
R-GPCD: 155.2 Gallons per Day

Service Area 1
Active Connections: 7,493
Current Month Demand/Production:
180,086,739 Gallons
Reduction From July 2013: 18.64%
GPCD: 204.0 Gallons per Day
R-GPCD: 163.2 Gallons per Day

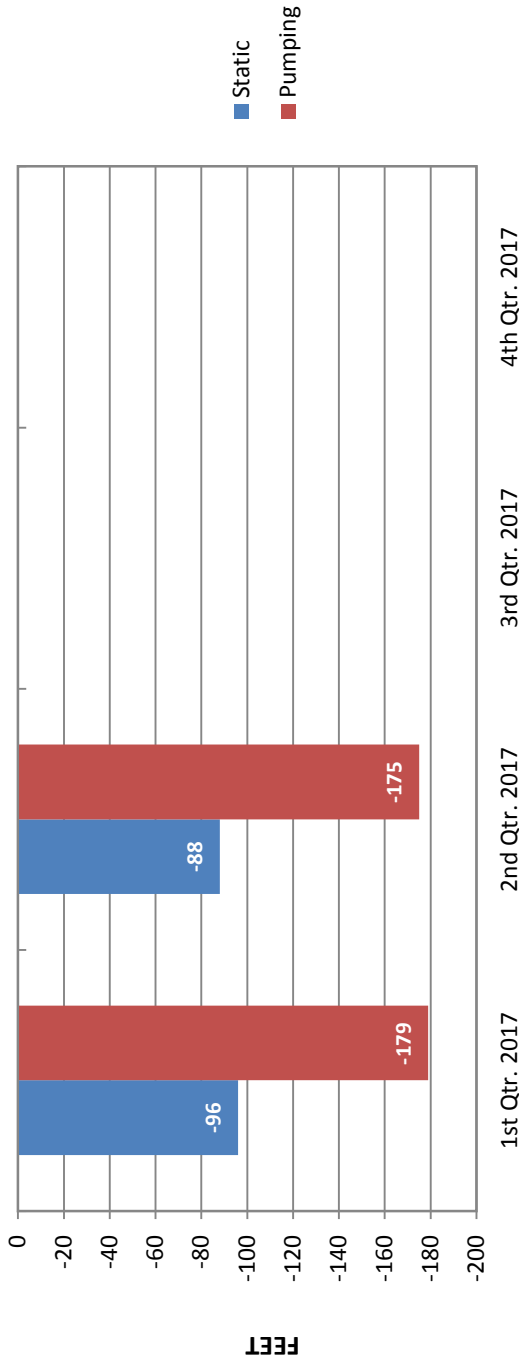
Service Area 2
Active Connections: 4,412
Current Month Demand/Production:
96,535,384 Gallons
Reduction From July 2013: 13.91%
GPCD: 190.4 Gallons per Day
R-GPCD: 142.8 Gallons per Day



Elk Grove Water District

Static and Pumping Levels

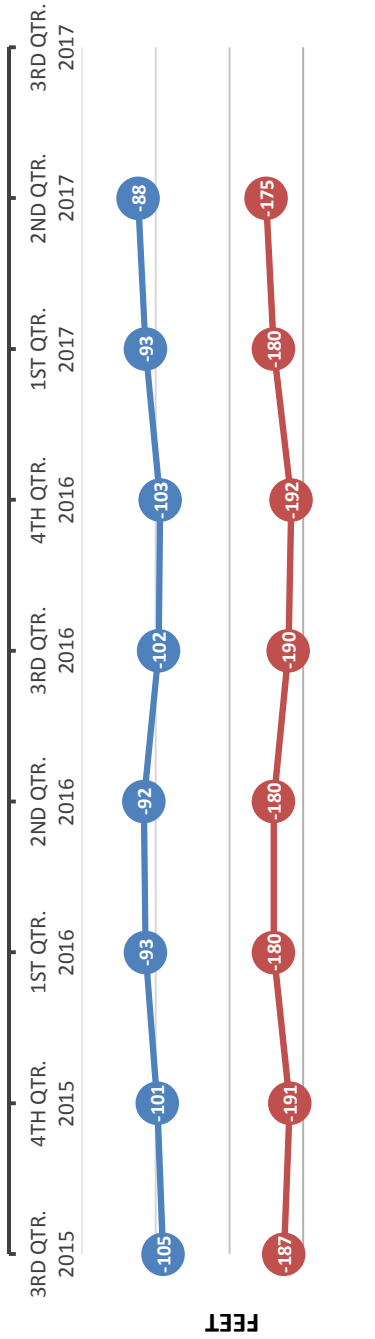
Well 1D School St



Latest Well Sounding

Static: 88 Ft
Pumping: 175 Ft
Drawdown: 87 Ft
GPM: 1,838.00
Specific Capacity: 21.126

Sounding Quarter/Year



Latest Sand Tester Results:

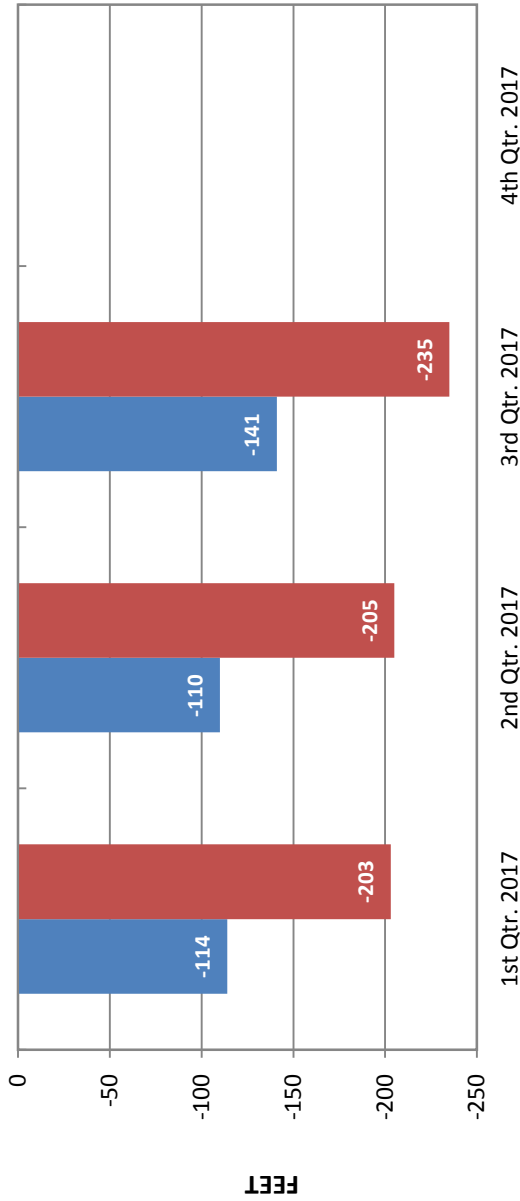
15 Min: < 5 ppm



Elk Grove Water District

Static and Pumping Levels

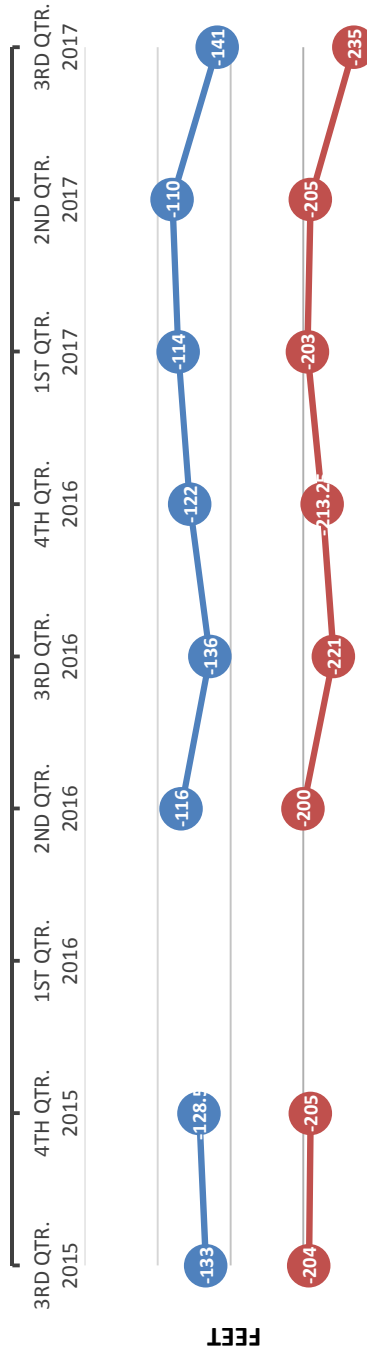
Well 4D Webb St



Latest Well Sounding

Static: 141 Ft
Pumping: 235 Ft
Drawdown: 94 Ft
GPM: 1,688.00
Specific Capacity: 17.957

Sounding Quarter/Year



Latest Sand Tester Results:

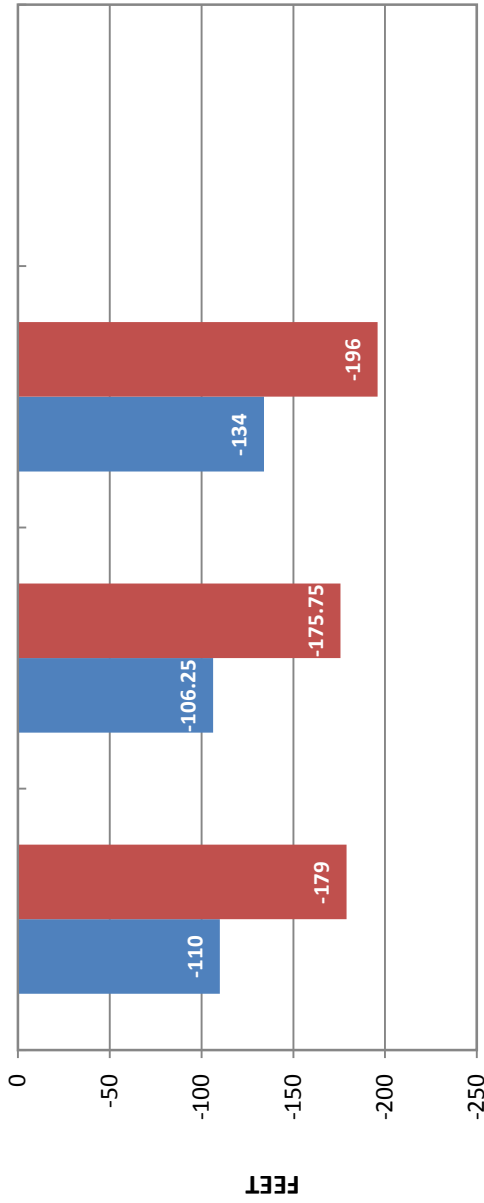
15 Min: < 5 ppm



Elk Grove Water District

Static and Pumping Levels

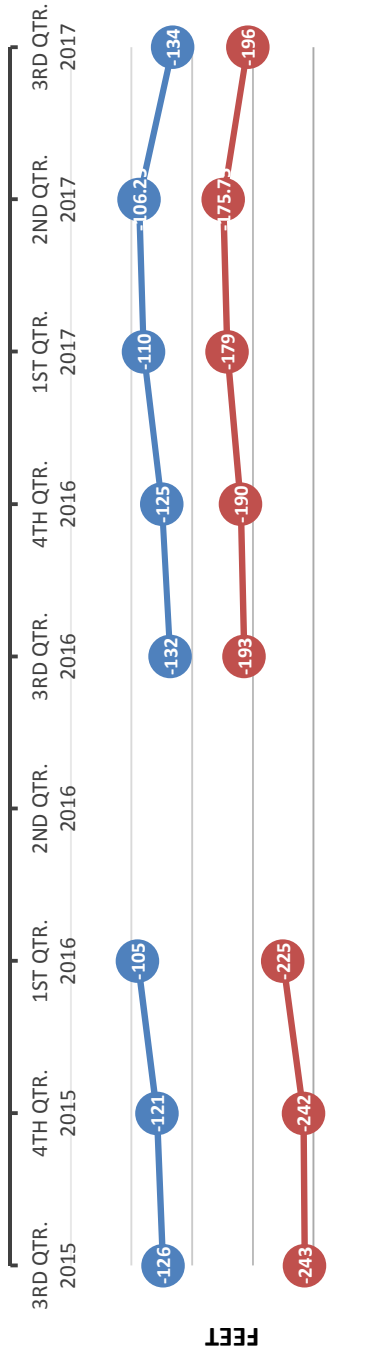
Well 11D Dino



Latest Well Sounding

Static: 134 Ft
Pumping: 196 Ft
Drawdown: 62 Ft
GPM: 1,705.00
Specific Capacity: 27.500

Sounding Quarter/Year



Latest Sand Tester Results:

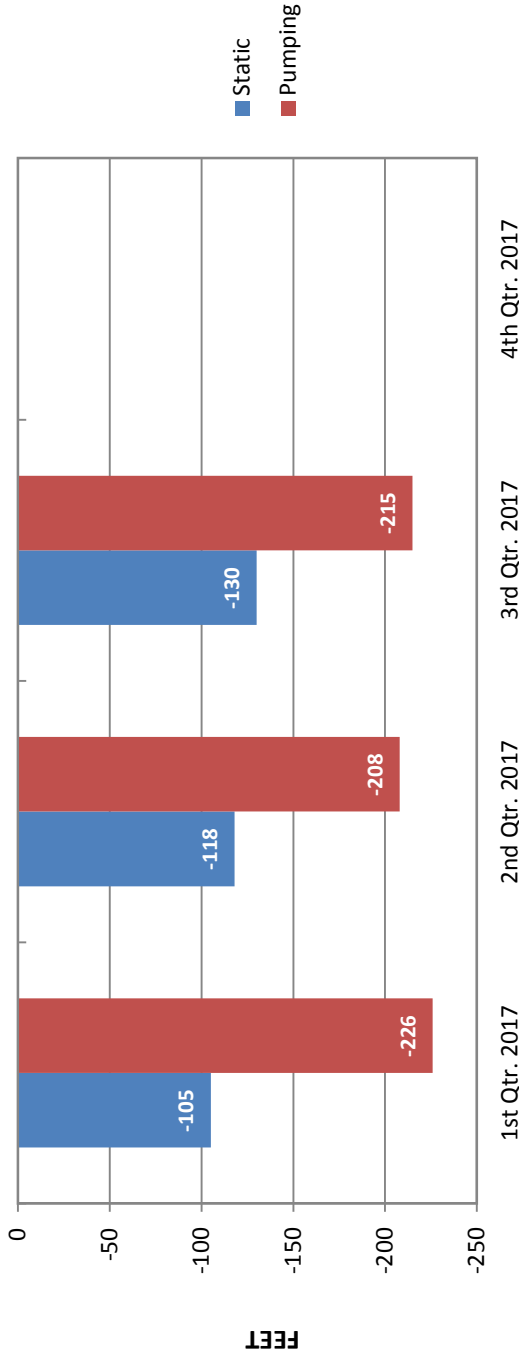
15 Min: < 5 ppm



Elk Grove Water District

Static and Pumping Levels

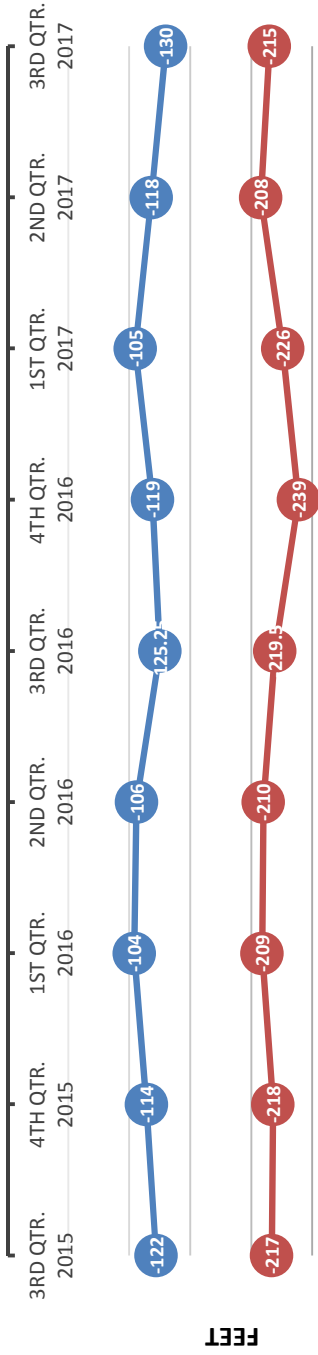
Well 14D Railroad



Latest Well Sounding

Static: 130 Ft
Pumping: 215 Ft
Drawdown: 85 Ft
GPM: 1,545.00
Specific Capacity: 18.176

Sounding Quarter/Year



Latest Sand Tester Results:

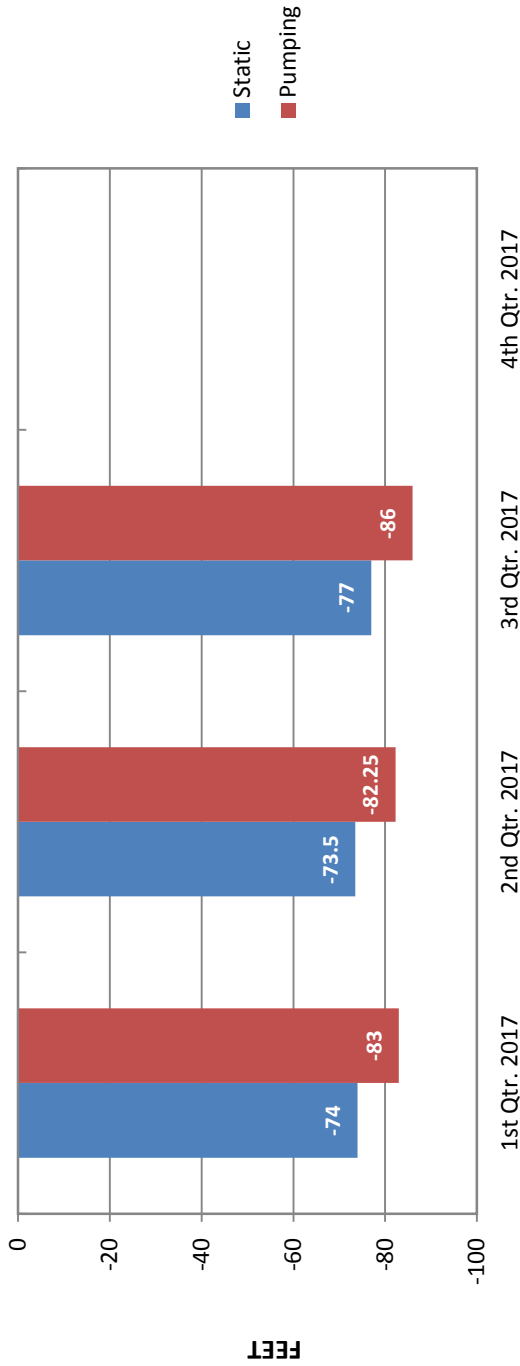
15 Min: < 5 ppm



Elk Grove Water District

Static and Pumping Levels

Well 3 Mar-Val

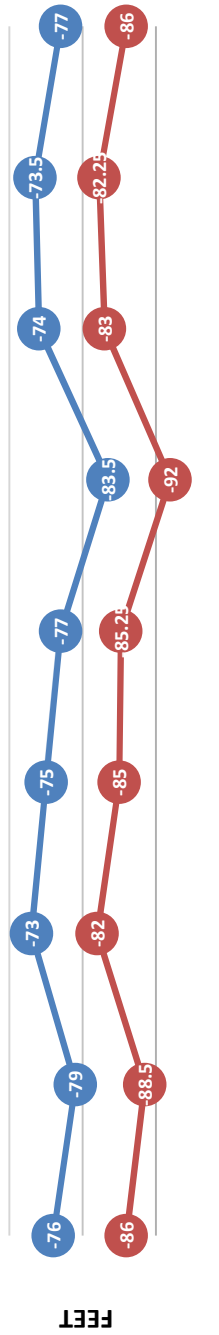


Latest Well Sounding

Static: 77 Ft
 Pumping: 86 Ft
 Drawdown: 9 Ft
 GPM: 820.00
 Specific Capacity: 91.111

3RD QTR. 2015: -76 (Static), -86 (Pumping)
 4TH QTR. 2015: -79 (Static), -88.5 (Pumping)
 1ST QTR. 2016: -73 (Static), -82 (Pumping)
 2ND QTR. 2016: -75 (Static), -85 (Pumping)
 3RD QTR. 2016: -77 (Static), -85.25 (Pumping)
 4TH QTR. 2016: -83.5 (Static), -92 (Pumping)
 1ST QTR. 2017: -74 (Static), -83 (Pumping)
 2ND QTR. 2017: -73.5 (Static), -82.25 (Pumping)
 3RD QTR. 2017: -77 (Static), -86 (Pumping)

Sounding Quarter/Year



Latest Sand Tester Results:

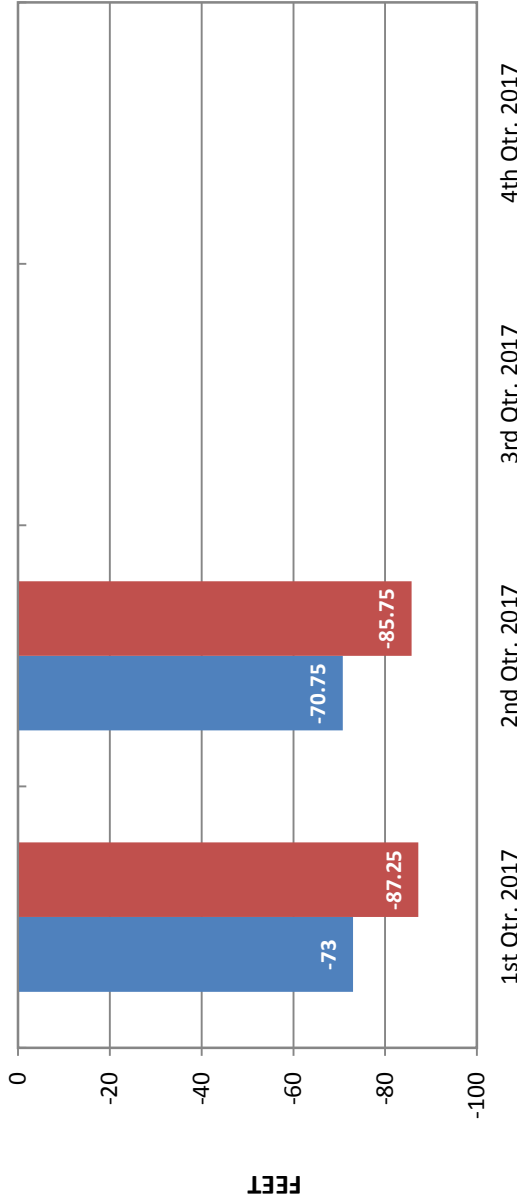
15 Min: 7 ppm



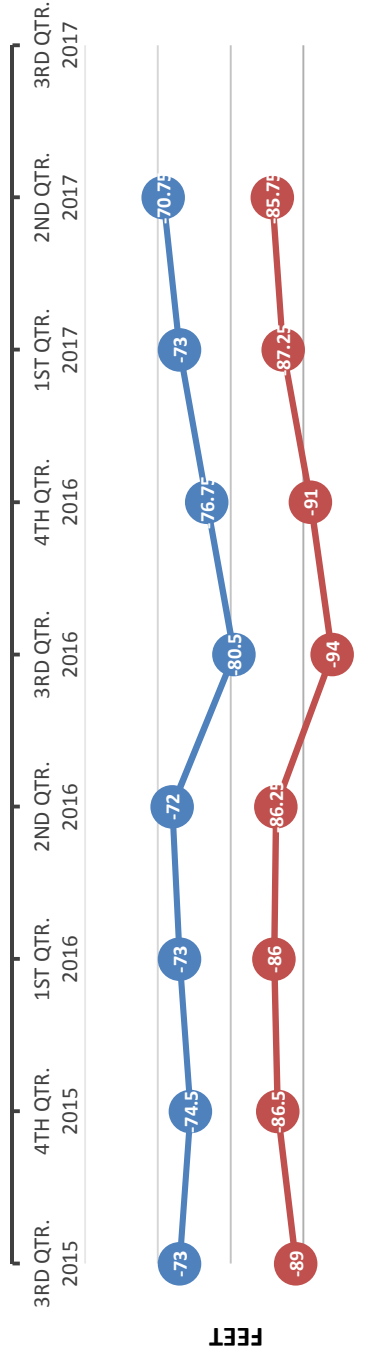
Elk Grove Water District

Static and Pumping Levels

Well 8 Williamson



Sounding Quarter/Year



Latest Well Sounding

Static: 70.75 Ft
Pumping: 85.75 Ft
Drawdown: 15 Ft
GPM: 860.00
Specific Capacity: 57.333

Latest Sand Tester Results:

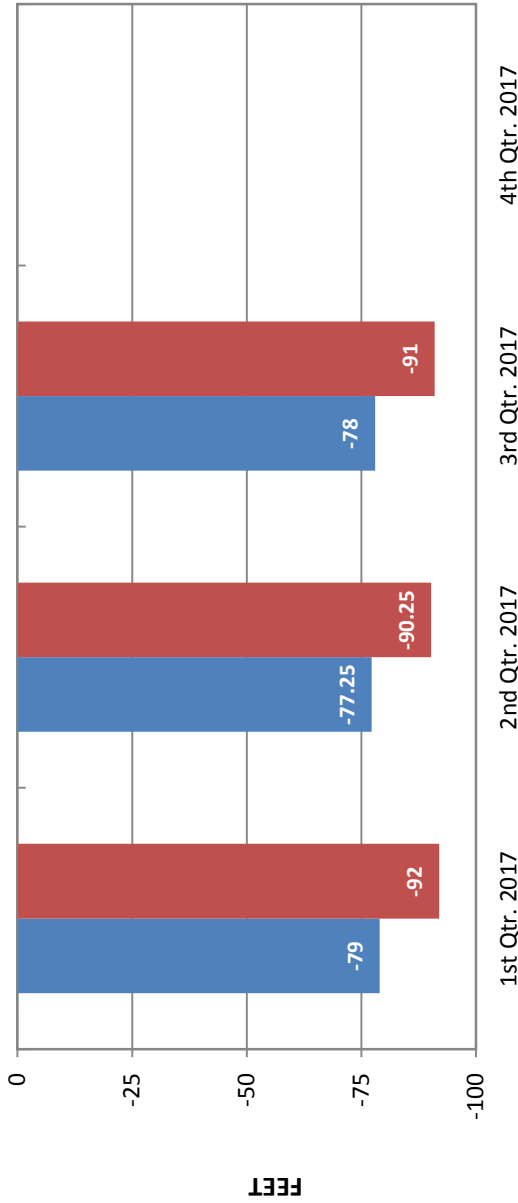
15 Min: 3.52 ppm



Elk Grove Water District

Static and Pumping Levels

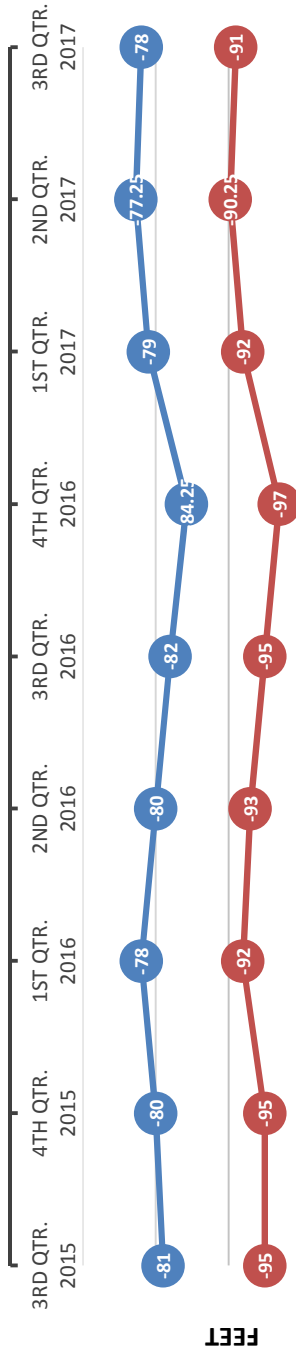
Well 9 Polhemus



Latest Well Sounding

Static: 78 Ft
Pumping: 91 Ft
Drawdown: 13 Ft
GPM: 500.00
Specific Capacity: 38.462

Sounding Quarter/Year



Latest Sand Tester Results:

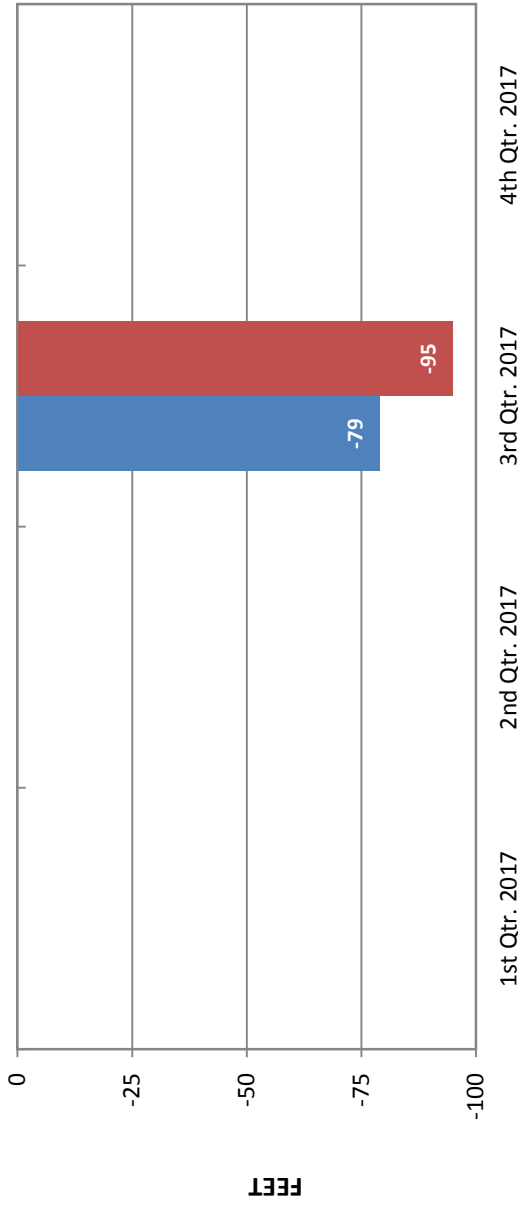
15 Min: < 5 ppm



Elk Grove Water District

Static and Pumping Levels

Well 13 Hampton



Latest Well Sounding

Static: 79 Ft

Pumping: 95 Ft

Drawdown: 16 Ft

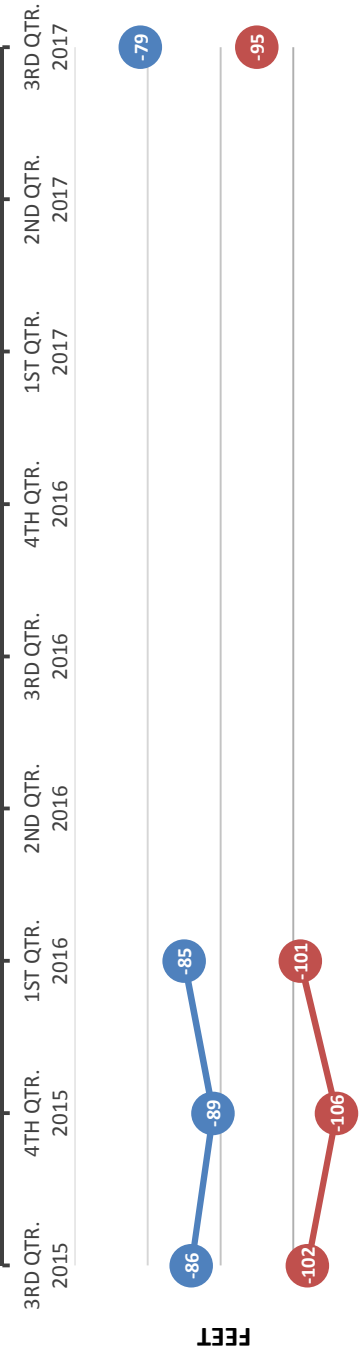
GPM: 922.00

Specific Capacity: 57.625

Latest Sand Tester Results:

15 Min: < 5 ppm

Sounding Quarter/Year



Monthly Sample Report - July 2017
Water System: Elk Grove Water System

Sampling Point: 01 - 8693 W. Camden			
Sample Date	Sample Class	Sample Name	Collection Occurrence
7/3/2017	Distribution System	Bacteriological	Week
7/11/2017	Distribution System	Bacteriological	Week
7/18/2017	Distribution System	Bacteriological	Week
7/25/2017	Distribution System	Bacteriological	Week
7/3/2017	Distribution System	TTHM's & HAA5	Quarterly

Sampling Point: School Well 01D - Raw Water			
Sample Date	Sample Class	Sample Name	Collection Occurrence

Sampling Point: 02 - 9425 Emerald Vista			
Sample Date	Sample Class	Sample Name	Collection Occurrence
7/3/2017	Distribution System	Bacteriological	Week
7/11/2017	Distribution System	Bacteriological	Week
7/18/2017	Distribution System	Bacteriological	Week
7/25/2017	Distribution System	Bacteriological	Week
7/3/2017	Distribution System	TTHM's & HAA5	Quarterly

Sampling Point: - Mar-Val Well 3 Raw Water			
Sample Date	Sample Class	Sample Name	Collection Occurrence
7/25/2017	Source Water	3 mo - Bacteriological	Quarterly
7/25/2017	Source Water	3 mo - Fe,Mn,As Total	Quarterly
7/25/2017	Source Water	3 mo - Fe,Mn,As Dissolved	Quarterly
7/25/2017	Source Water	1,2,3,TCP	Once

Sampling Point: 03 - 8809 Valley Oak

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/3/2017	Distribution System	Bacteriological	Week
7/11/2017	Distribution System	Bacteriological	Week
7/18/2017	Distribution System	Bacteriological	Week
7/25/2017	Distribution System	Bacteriological	Week

Sampling Point: Webb Well 04D - Raw Water

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/18/2017	Source Water	3 mo - Bacteriological	Quarterly
7/18/2017	Source Water	3 mo - Fe,Mn,As Total	Quarterly
7/18/2017	Source Water	3 mo - Fe,Mn,As Dissolved	Quarterly
7/25/2017	Source Water	1,2,3,TCP	Once

Sampling Point: 04 - 10122 Glacier Point

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/3/2017	Distribution System	Bacteriological	Week
7/11/2017	Distribution System	Bacteriological	Week
7/18/2017	Distribution System	Bacteriological	Week
7/25/2017	Distribution System	Bacteriological	Week

Sampling Point: 05 - 9230 Amsden Ct.

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/3/2017	Distribution System	Bacteriological	Week
7/11/2017	Distribution System	Bacteriological	Week
7/18/2017	Distribution System	Bacteriological	Week
7/25/2017	Distribution System	Bacteriological	Week

Sampling Point: 06 - 9227 Rancho Dr.

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/3/2017	Distribution System	Bacteriological	Week
7/11/2017	Distribution System	Bacteriological	Week
7/18/2017	Distribution System	Bacteriological	Week
7/25/2017	Distribution System	Bacteriological	Week

Sampling Point: 07 - AI Gates Park Mainline Dr.			
Sample Date	Sample Class	Sample Name	Collection Occurrence
7/3/2017	Distribution System	Bacteriological	Week
7/11/2017	Distribution System	Bacteriological	Week
7/18/2017	Distribution System	Bacteriological	Week
7/25/2017	Distribution System	Bacteriological	Week

Sampling Point: - Williamson Well 8 Raw Water			
Sample Date	Sample Class	Sample Name	Collection Occurrence

Sampling Point: 09 - 9436 Hollow Springs Wy.			
Sample Date	Sample Class	Sample Name	Collection Occurrence
7/3/2017	Distribution System	Bacteriological	Week
7/11/2017	Distribution System	Bacteriological	Week
7/18/2017	Distribution System	Bacteriological	Week
7/25/2017	Distribution System	Bacteriological	Week
7/3/2017	Distribution System	TTHM's & HAA5	Quarterly

Sampling Point: Polhemus Well 9 Raw Water			
Sample Date	Sample Class	Sample Name	Collection Occurrence
7/25/2017	Source Water	3 mo - Bacteriological	Quarterly
7/25/2017	Source Water	3 mo - Fe,Mn,As Total	Quarterly
7/25/2017	Source Water	3 mo - Fe,Mn,As Dissolved	Quarterly
7/25/2017	Source Water	1,2,3,TCP	Once

Sampling Point: 09 - 8417 Blackman Wy.			
Sample Date	Sample Class	Sample Name	Collection Occurrence
7/3/2017	Distribution System	Bacteriological	Week
7/11/2017	Distribution System	Bacteriological	Week
7/18/2017	Distribution System	Bacteriological	Week
7/25/2017	Distribution System	Bacteriological	Week

Sampling Point: 10 - 9373 Oreo Ranch Cir.

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/3/2017	Distribution System	Bacteriological	Week
7/11/2017	Distribution System	Bacteriological	Week
7/18/2017	Distribution System	Bacteriological	Week
7/25/2017	Distribution System	Bacteriological	Week

Sampling Point: Dino Well 11D - Raw Water

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/25/2017	Source Water	3 mo - Bacteriological	Quarterly
7/25/2017	Source Water	3 mo - Fe,Mn,As Total	Quarterly
7/25/2017	Source Water	3 mo - Fe,Mn,As Dissolved	Quarterly
7/25/2017	Source Water	1,2,3,TCP	Once

Sampling Point: Hampton Well 13 - Raw Water

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/11/2017	Source Water	Bacteriological	Weekly
7/12/2017	Source Water	Fe, Mn, As, Total	Weekly
7/13/2017	Source Water	Fe, Mn, As, Total	Weekly
7/14/2017	Source Water	Fe, Mn, As, Total	Weekly
7/15/2017	Source Water	Fe, Mn, As, Total	Weekly
7/16/2017	Source Water	Fe, Mn, As, Total	Weekly
7/19/2017	Source Water	Fe, Mn, As, Total	Weekly
7/19/2017	Source Water	Bacteriological	Weekly
7/20/2017	Source Water	Fe, Mn, As, Total	Weekly
7/24/2017	Source Water	Fe, Mn, As, Total	Weekly
7/25/2017	Source Water	1,2,3, TCP	Once
7/26/2017	Source Water	Fe, Mn, As, Total	Weekly
7/27/2017	Source Water	Fe, Mn, As, Total	Weekly

Sampling Point: Hampton WTP Effluent			
Sample Date	Sample Class	Sample Name	Collection Occurrence
7/11/2017	Treated Effluent	Fe, Mn, As, Total	Daily
7/12/2017	Treated Effluent	Bacteriological	Once
7/12/2017	Treated Effluent	Fe, Mn, As, Total	Daily
7/13/2017	Treated Effluent	Fe, Mn, As, Total	Daily
7/14/2017	Treated Effluent	Fe, Mn, As, Total	Daily
7/15/2017	Treated Effluent	Fe, Mn, As, Total	Daily
7/16/2017	Treated Effluent	Fe, Mn, As, Total	Daily
7/17/2017	Treated Effluent	Fe, Mn, As, Total	Daily
7/18/2017	Treated Effluent	Fe, Mn, As, Total	Daily
7/19/2017	Treated Effluent	Fe, Mn, As, Total	Daily
7/18/2017	Treated Effluent	Fe, Mn, As, Total	Daily
7/18/2017	Treated Effluent	Fe, Mn, As, Total	Daily
7/19/2017	Treated Effluent	Fe, Mn, As, Total	Daily
7/20/2017	Treated Effluent	Fe, Mn, As, Total	Daily
7/24/2017	Treated Effluent	Fe, Mn, As, Total	Daily
7/26/2017	Treated Effluent	Fe, Mn, As, Total	Daily
7/27/2017	Treated Effluent	Fe, Mn, As, Total	Daily

Sampling Point: Hampton WTP Backwash Tank			
Sample Date	Sample Class	Sample Name	Collection Occurrence

Sampling Point: Railroad Well 14D - Raw Water			
Sample Date	Sample Class	Sample Name	Collection Occurrence
7/18/2017	Source Water	3 mo - Bacteriological	Quarterly
7/18/2017	Source Water	3 mo - Fe, Mn, As Total	Quarterly
7/18/2017	Source Water	3 mo - Fe, Mn, As Dissolved	Quarterly
7/25/2017	Source Water	1,2,3,TCP	Once

Sampling Point: Railroad WTP Effluent

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/3/2017	Treated Plant Effluent	WTP Eff - Fe,Mn,As,Al Total	Month
7/3/2017	Treated Plant Effluent	WTP Eff - Fe,Mn,As,Al Dissolved	Month

Sampling Point: Railroad WTP Backwash Tank

Sample Date	Sample Class	Sample Name	Collection Occurrence
-------------	--------------	-------------	-----------------------

Sampling Point: Special Distribution/Construction Samples

Sample Date	Sample Class	Sample Name	Collection Description
7/17/2017	Distribution System	Bacteriological	Fire Backflow installation 9045 Elk Grove Blvd.

<u>Colors</u>	<u>Monthly Total</u>	<u>Yearly Total</u>
Black = Scheduled	83	392
Green = Unscheduled	13	64
Red = Incomplete Sample	0	0



August 2, 2017

State Water Resources Control Board
Division of Drinking Water
1001 I Street
13th Floor
Sacramento, Ca. 95814

MONTHLY SUMMARY OF DISTRIBUTION SYSTEM COLIFORM MONITORING

Enclosed is the Monthly Summary of Distribution System Coliform Monitoring report from Elk Grove Water District for July 2017.

If you have any further questions, you may contact me at 916-585-9386.

A handwritten signature in blue ink, appearing to read "Steve Shaw", is written over a horizontal line.

STEVE SHAW
WATER TREATMENT SUPERVISOR

MONTHLY SUMMARY OF REVISED TOTAL COLIFORM RULE DISTRIBUTION SYSTEM MONITORING (including triggered source monitoring for systems subject to the Groundwater Rule)

System Name <p style="text-align: center; font-size: 1.2em;">Elk Grove Water District</p>	System Number <p style="text-align: center; font-size: 1.2em;">3410008</p>
Sampling Period <p style="text-align: center; font-size: 1.2em;">July</p>	Year <p style="text-align: center; font-size: 1.2em;">2017</p>

	Number Required	Number Collected	Number Total Coliform Positives	Number E.coli Positives
1. Routine Samples (see note 1)	40	40	0	0
2. Repeat Samples following samples that are Total Coliform Positive and <i>E. coli</i> Negative (see notes 10 and 11)		0	0	0
3. Repeat Samples following Routine Samples that are Total Coliform Positive and <i>E. coli</i> Positive (see notes 10 and 11)		0	0	0
4. Treatment Technique (TT)/MCL Violation Computation for Total Coliform/ <i>E. coli</i> Positive Samples				
a. Totals (sum of columns)	0	0	0	0
b. If 40 or more samples collected in month, determine percent of samples that are total coliform positive [(total number positive/total number collected) x 100] =	0	%		
c. Did the system trigger... a Level 2 Assessment TT? (see notes 2, 3, 4, 5 and 6 for trigger info) <i>If a Level 2 Assessment is triggered, see note 8 below.</i>			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
a Level 1 Assessment TT? (see note 7 for trigger info) <i>If a Level 1 Assessment is triggered, see note 9 below.</i>			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
5. Triggered Source Samples per Groundwater Rule (see notes 12 and 13)			0	0
6. Invalidated Samples (Note what samples, if any, were invalidated; who authorized the invalidation; and when replacement samples were collected. Attach additional sheets, if necessary.)				
7. Summary Completed By: Steve Shaw				
Signature 	Title <p style="text-align: center; font-weight: bold;">Water Treatment Supervisor</p>	Date <p style="text-align: right; font-weight: bold;">8/2/2017</p>		

NOTES AND INSTRUCTIONS:

1. Routine samples include:
 - a. Samples required pursuant to 22 CCR Section 64423 and any additional samples required by an approved routine sample siting plan established pursuant to 22 CCR Section 64422.
 - b. Extra samples are required for systems collecting less than five routine samples per month that had one or more total coliform positives in previous month;
 - c. Extra samples for systems with high source water turbidities that are using surface water or groundwater under direct influence of surface water and do not practice filtration in compliance with regulations;
2. Note: For a repeat sample following a total coliform positive sample, any *E. coli* positive repeat (boxed entry) **constitutes an MCL violation and requires immediate notification to the Division** (22, CCR, Section 64426.1).
3. Note: For repeat sample following a *E. coli* positive sample, any total coliform positive repeat (boxed entry) **constitutes an MCL violation and requires immediate notification to the Division** (22, CCR, Section 64426.1).
4. Note: Failure to take all required repeat samples following an *E. coli* positive routine sample (22, CCR, Section 64426.1) **constitutes an MCL violation and requires immediate notification to the Division** (22, CCR, Section 64426.1).
5. Note: Failure to test for *E. coli* when any repeat sample tests positive for total coliform (22, CCR, Section 64426.1) **constitutes an MCL violation and requires immediate notification to the Division** (22, CCR, Section 64426.1).
6. Note: Second Level 1 treatment technique trigger in a rolling 12-month period.
7. Total coliform Treatment Technique (TT) Violation (**Notify Department within 24 hours of TT violation**):
 - a. For systems collecting less than 40 samples, if two or more samples are total coliform positive, then the TT is violated and a Level 1 Assessment is required.
 - b. For systems collecting 40 or more samples, if more than 5.0 percent of samples collected are total coliform positive, then the TT is violated and a Level 1 Assessment is required.
8. Contact the Division as soon as practical to arrange for the division to conduct a Level 2 Assessment of the water system. The water system shall complete a Level 2 Assessment and submit it to the Division within 30 days of learning of the trigger exceedance.
9. Conduct a Level 1 Assessment in accordance with as soon as practical that covers the minimum elements (22, CCR, Section 64426.8 (a), (2)). Submit the report to the Division within 30 days of learning of the trigger exceedance.
10. Positive results and their associated repeat samples are to be tracked on the Coliform Monitoring Worksheet.
11. Repeat samples must be collected within 24 hours of being notified of the positive results. For systems collecting more than one routine sample per month, three repeat samples must be collected for each total coliform positive sample. For systems collecting one or fewer routine samples per month, four repeat samples must be collected for each total coliform positive sample. At least three samples shall be taken the month following a total coliform positive.
12. For systems subject to the Groundwater Rule: Positive results and the associated triggered source samples are to be tracked on the Coliform Monitoring Worksheet.
13. For triggered sample(s) required as a result of a total coliform routine positive sample, an *E. coli* -positive triggered sample (boxed entry) **requires immediate notification to the Division, Tier 1 public notification, and corrective action.**



August 2, 2017

Sacramento Regional County
Sanitation District
Environmental Specialist
10060 Goethe Rd.
Sacramento, Ca. 95827

MONTHLY COMPLIANCE REPORT

Enclosed is the Monthly Compliance Report Form from Elk Grove Water District for July 2017.

If you have any further questions, you may contact me at 916-585-9386

A handwritten signature in blue ink, appearing to read "STEVE SHAW". The signature is stylized and somewhat abstract.

STEVE SHAW
WATER TREATMENT SUPERVISOR

COMPLIANCE REPORT FORM

Attn: Neal Stallions	E-mail: stallionsn@sacsewer.com	Wastewater Source Control Section
Phone (916) 875-6656		Fax (916) 875-6374
From: Steve Shaw		
Company: Elk Grove Water District		Permit # WTP010

The following reports and information are attached (check all that apply):

Month: July	Year: 2017
--------------------	-------------------

Water use/flow meter report Hampton WTP – 49,808
Railroad WTP – 0

	Date	Time	pH
Hampton WTP			
Railroad WTP			

Monitoring results/analytical report

Discharge Rate

Check the statement below that applies to this report:

Based on a review of this facility's flow data, discharge rate limit was exceeded.
 I certify that this facility is in compliance with the discharge rate limit.

Attached is a description of anticipated changes that may significantly alter the nature, quality, or volume of the wastewater discharged.

Flow monitoring equipment certification (Flow or pH meter, etc.)

Other (describe):

Domestic Calculation

Domestic Usage	Number of Employees	Business Days per Month	Allowance (gallons per day)	Gallons
Production	3	18	15	810
Office	4	18	10	720
Drivers/Field	19	18	3	1026
Total				2556

Certification Statement

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment for knowing violations".

SIGNATURE of Authorized Representative:



PRINTED NAME, TITLE:

Steve Shaw Water Treatment Supervisor
(Name) (Title)

DATE:

8-2-2017

Elk Grove Water District

Preventative Maintenance Program

Groundwater Wells

		Monthly												Semi-annual		Annual			
		Refer.	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Refer.	1ST 6-MO.	2ND 6-MO.	Refer.	2017
Well 14D Railroad	Initials		WQ	WQ			WQ	WQ	WQ							AH/WQ			
	Date	Sect: 7.1	1/4/17	2/6/17		5/9/17	6/6/17	7/7/17								6/23/17			
	W.O.#		14584	14634		14819	14864	14932								14879			
Well 4D Webb	Initials		WQ	WQ	WQ	WQ	WQ	WQ	WQ							AH/WQ			
	Date	Sect: 8.1	1/5/17	2/2/17	3/27/17	4/3/17	5/11/17	6/13/17	7/6/17							6/26/17			
	W.O.#		14586	14633	14683	14764	14820	14865	14933							14880			
Well 11D Pino	Initials		WQ	WQ	WQ	WQ	WQ	WQ	WQ							AH/WQ			
	Date	Sect: 9.1	1/9/17	2/6/17	3/7/17	4/5/17	5/8/17	6/15/17	7/5/17							6/26/17			
	W.O.#		14587	14632	14682	14765	14821	14866	14934							14881			
Well 1D School	Initials		WQ	WQ	WQ	WQ	WQ	WQ	WQ							AH			
	Date	Sect: 13.1	1/3/17	2/6/17	3/8/17	4/6/17													
	W.O.#		14585	14635	14684	14766	14822	14867	14935							14882			
Well 3 Mar-Val	Initials		WQ	WQ	WQ	WQ	WQ	WQ	WQ							AH/WQ			
	Date	Sect: 12.1	1/10/17	2/8/17	3/20/17	4/12/17	5/11/17	6/7/17	7/6/17							6/26/17			
	W.O.#		14588	14636	14685	14767	14823	14868	14936							14883			
Well 8 Williamson	Initials		AH	WQ	WQ	WQ	WQ	WQ	WQ							AH			
	Date	Sect: 11.1	1/6/17	2/3/17	3/3/17	4/6/17													
	W.O.#		14589	14637	14686	14768	14824	14869	14937							14884			
Well 9 Polhemus	Initials		WQ	WQ	WQ	WQ	WQ	WQ	WQ										
	Date	Sect: TBD	1/6/17	2/1/17	3/6/17	4/5/17	5/11/17	6/13/17	7/3/17										
	W.O.#		14590	14638	14687	14769	14825	14870	14938										

☐ = Well offline

Year: 2017

Elk Grove Water District

Preventative Maintenance Program

Railroad Water Treatment and Storage Facility

Item	Monthly												Quarterly				Semi-annual		Annual	
	Refer.	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	1st	2nd	3rd	4th	Refer.	6-2ND MO.	2017
Cor-Tec System	Section: 4.2	WQ 1/12/17 14591	WQ 2/2/17 14639	WQ 3/6/17 14688	WQ 4/17/17 14760	WQ 5/11/17 14815	WQ 6/12/17 14871	WQ 7/18/17 14928						AH/WQ 3/22/17 14693	AH/WQ 6/22/17 14875			Section: 4.4	Refer: 4.4	
Filter System	Section: 5.1	WQ 1/25/17 14592	WQ 2/16/17 14640	WQ 3/3/17 14689	AH 4/20/17 14761	AH/WQ 5/12/17 14816	WQ 6/19/17 14872	WQ 7/17/17 14929						AH/WQ 6/21/17 14877				Section: 5.3	Refer: 5.3	
Backwash System	Section: 2.1	WQ 1/25/17 14593	WQ 2/7/17 14641	WQ 3/6/17 14690	AH 4/21/17 14763	WQ 5/11/17 14817	WQ 6/12/17 14873	WQ 7/31/17 14930						WQ 6/22/17 14878				Section: 2.3	Refer: 2.3	
Booster Pumps	Section: 3.1	WQ 1/25/17 14594	AH/WQ 2/22/17 14642	WQ 3/16/17 14691	AH 4/21/17 14762	AH 5/26/17 14818	AH 6/15/17 14876	AH/WQ 7/31/17 14931										Section: 3.2	Refer: 3.2	
LAB	Section: 1.1													AH 3/13/17 14692	AH 6/13/17 14874			Section: 1.2	Refer: 1.2	
Clear Wells																		Section: 2.4	Refer: 2.4	
MCC																		Section: 1.2	Refer: 1.2	


Year: 2017

Elk Grove Water District

Preventative Maintenance Program

Hampton Village Water Treatment Plant

Item	Monthly												Quarterly			Semi-annual		Annual					
	Refer.	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	1st	2nd	3rd	4th	1st	2nd	6-6	Refer.	2017	
Chemical	Section: TBD							AH/WQ 7/24/17 14941															
Filter	Section: TBD							AH/WQ 7/24/17 14939															
Backwash	Section: TBD							AH 7/24/17 14940															
LAB	Section: TBD																						
MCC	Section: TBD																						

 = Plant Offline

Elk Grove Water District

Preventative Maintenance Program

Standby Generators

Item	Monthly												Annual		
	Refer.	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Refer.	2017
Railroad	Initials	WQ	WQ	WQ	WQ	WQ	WQ	WQ						Section:	TBD
	Date	1/4/17	2/3/17	3/22/17	4/13/17	5/9/17	6/12/17	7/7/17							
	W.O. #	14595	14629	14680	14757	14826	14885	14942							
Webb	Initials	WQ	WQ	WQ	WQ	AH	WQ	WQ						Section:	TBD
	Date	1/5/17	2/2/17	3/27/17	4/3/17	5/11/17	6/13/17	7/6/17							
	W.O. #	14597	14631	14694	14758	14827	14886	14944							
Dino	Initials	WQ	WQ	WQ	AH	WQ	WQ	WQ						Section:	TBD
	Date	1/9/17	2/6/17	3/7/17	4/5/17	5/8/17	6/15/17	7/5/17							
	W.O. #	14596	14630	14695	14759	14828	14887	14945							
Hampton	Initials													Section:	TBD
	Date														
	W.O. #														
Admin.	Initials													Section:	TBD
	Date														
	W.O. #														

= Load Test

Elk Grove Water District
Backflow Prevention Program 2017

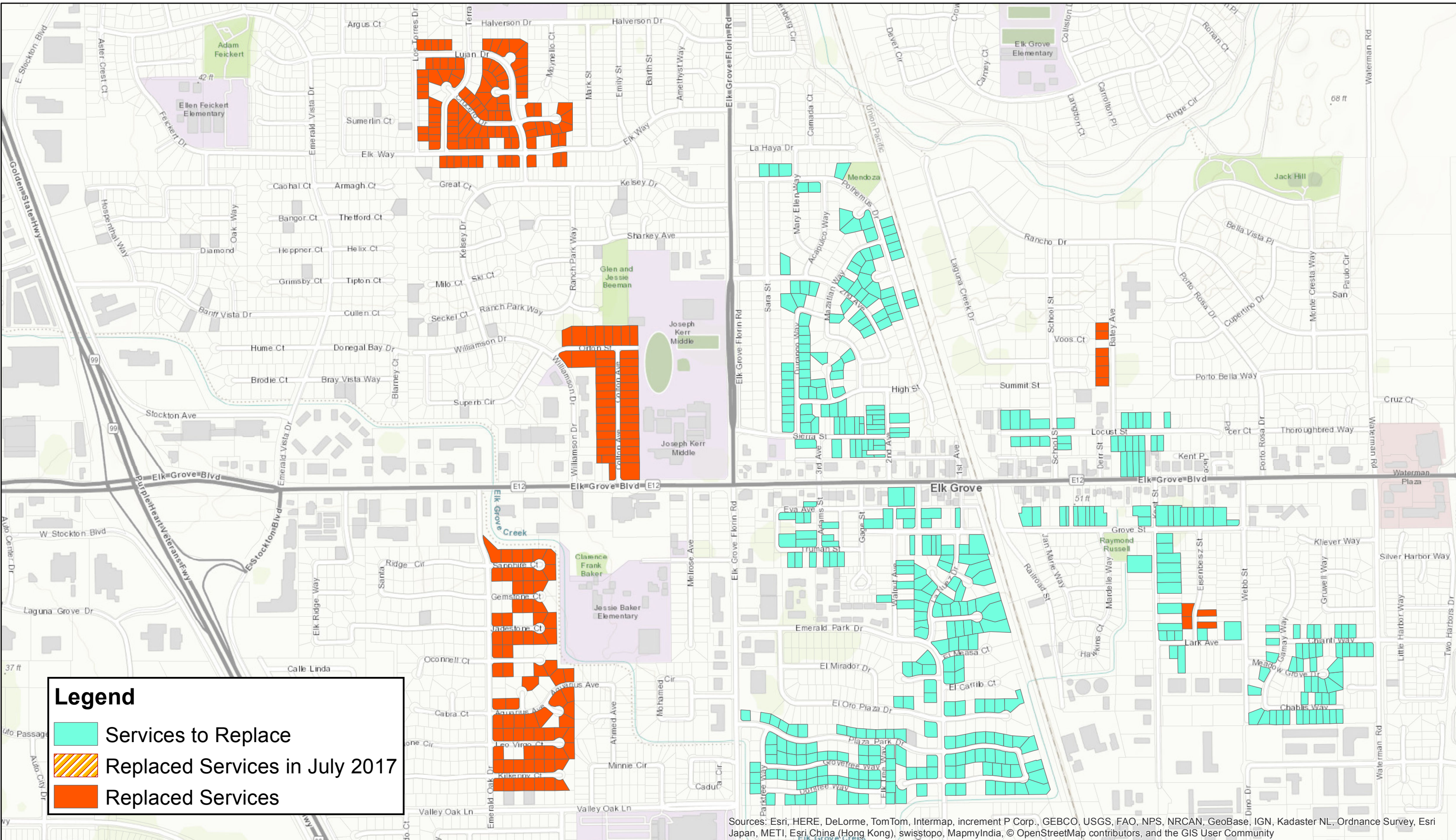
Backflow Device Reports												
CURRENT	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Notices Issued	39	39	78	13	56	69	151					
Assemblies Tested	30	34	56	11	44	18	75					
Passed Initial Test	28	29	52	11	41	16	71					
Failed Initial Test	2	5	4	0	3	2	4					
Failed Devices Retested----Passed	1	5	4		3	2	4					
Outstanding Results Due	10	5	22	2	12	51	76					

DELINQUENT												
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Investigations						20						
Deactivated Devices						1						
Schedule Code Changed												
Closed Account												
2nd Notice		10	5	22	2	12	30	76				
		Received:	6	0	0	0	0	0				
Shut off Notices Issued (Delivered during subsequent month)	4				5							
Test Reports Received From Previous Month(s)			4	5	9	15	12	26				
Monthly Outstanding Delinquents	4	5	22	2	12	30	76					

Total Outstanding Delinquents	80
--------------------------------------	-----------

Elk Grove Water District
 Safety Meetings/Training
 July 2017

Date	Topic	Attendees	Hosted By
7/10/2017	No Such Thing as a Happy Hang-over	Jose Carrillo, John Diaz, Travis Franklin, Dave Frederick, Aaron Hewitt, Justin Mello, Jose Mendoza, Sal Mendoza, Michael Montiel, Chris Phillips, William Sadler, Aurelia Salandez, Richard Salas, Steve Shaw, John Vance, Brandon Wagner, Marcell Wilson	Sarah Jones
7/27/2017	Personal Accountability	All Staff Required to Attend	Sarah Jones
7/31/2017	Confined Space	Alan Aragon, Jose Carrillo, John Diaz, Travis Franklin, Aaron Hewitt, Sean Hinton, Justin Mello, Jose Mendoza, Sal Mendoza, Michael Montiel, Chris Phillips, Wilfredo Quintero, William Sadler, Aurelia Salandez, Richard Salas, Steve Shaw, John Vance	Sarah Jones



Legend

- Services to Replace
- Replaced Services in July 2017
- Replaced Services

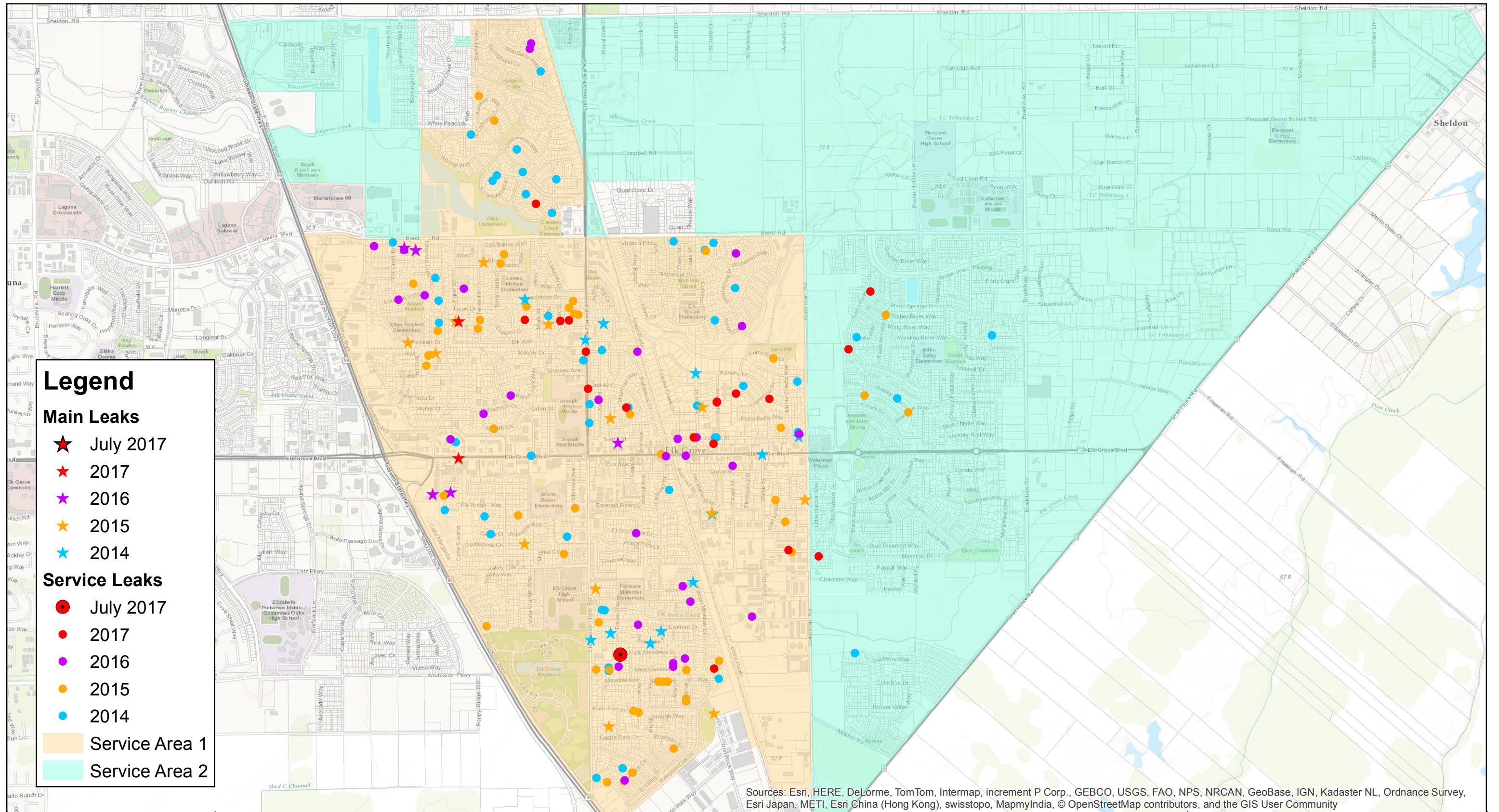
Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Services to Replace: 400
Services Replaced in July 2017: 0
Total Service Replaced: 229

Elk Grove Water District

Service Line Replacement

Projected Coordinate System: NAD 83 State Plane, California II, FIPS 0420
Source: City of Elk Grove, EGWD and Sacramento County GIS databases
Created by: Travis Franklin
Date: August 3, 2017



Legend

Main Leaks

- ★ July 2017
- ★ 2017
- ★ 2016
- ★ 2015
- ★ 2014

Service Leaks

- July 2017
- 2017
- 2016
- 2015
- 2014

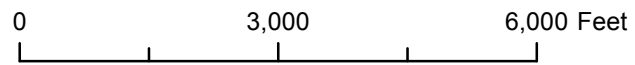
- Service Area 1
- Service Area 2

Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

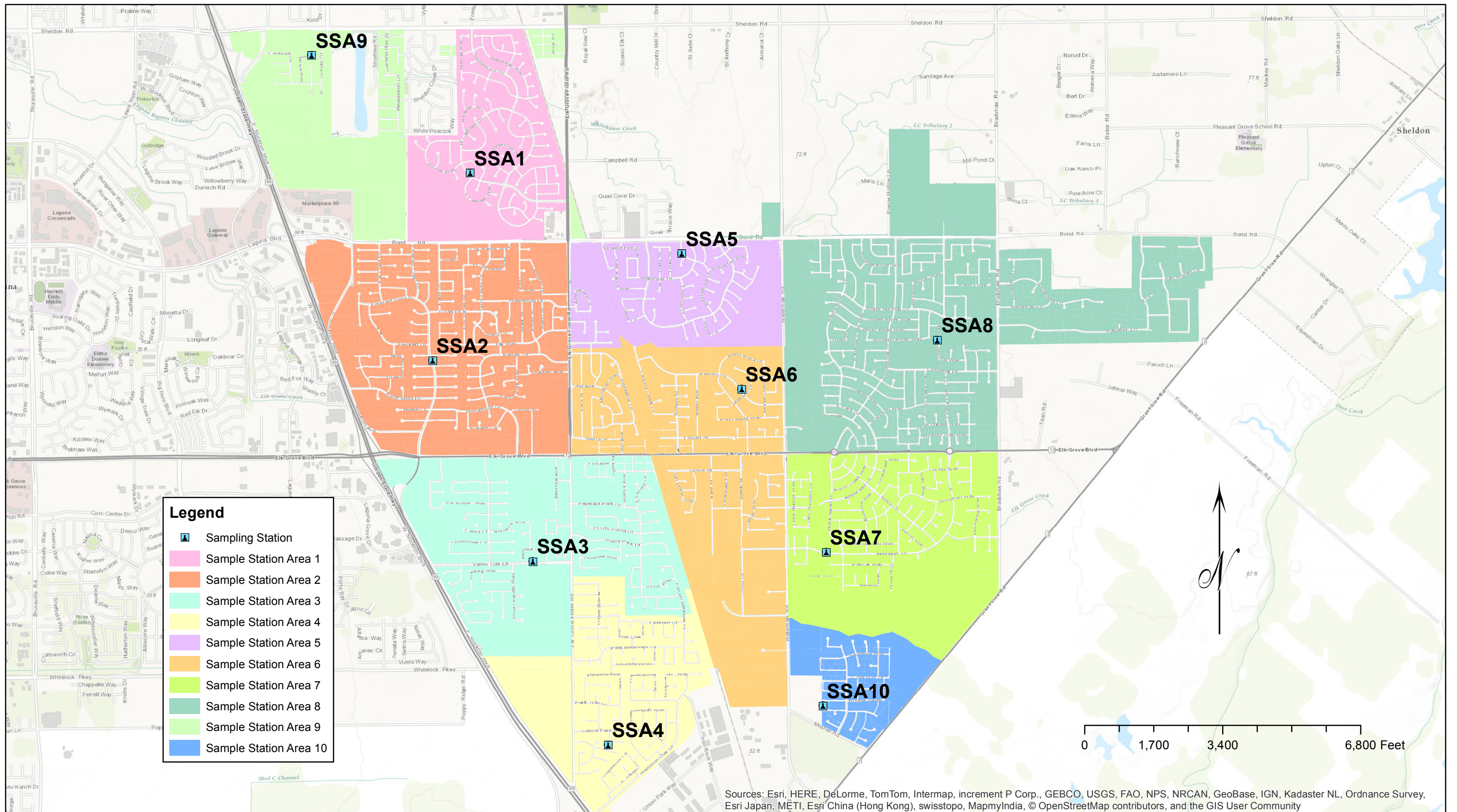
July 2017	
Main Line Leaks: 0	YTD: 2
Service Line Leaks: 1	YTD: 19
Total Leaks: 1	YTD: 21



Elk Grove Water District Main and Service Line Leaks Map



Elk Grove Water District
Service / Main Leaks
Created by: Travis Franklin
Date: August 4, 2017



Legend

- Sampling Station
- Sample Station Area 1
- Sample Station Area 2
- Sample Station Area 3
- Sample Station Area 4
- Sample Station Area 5
- Sample Station Area 6
- Sample Station Area 7
- Sample Station Area 8
- Sample Station Area 9
- Sample Station Area 10

Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Sample Stations: 10



Elk Grove Water District

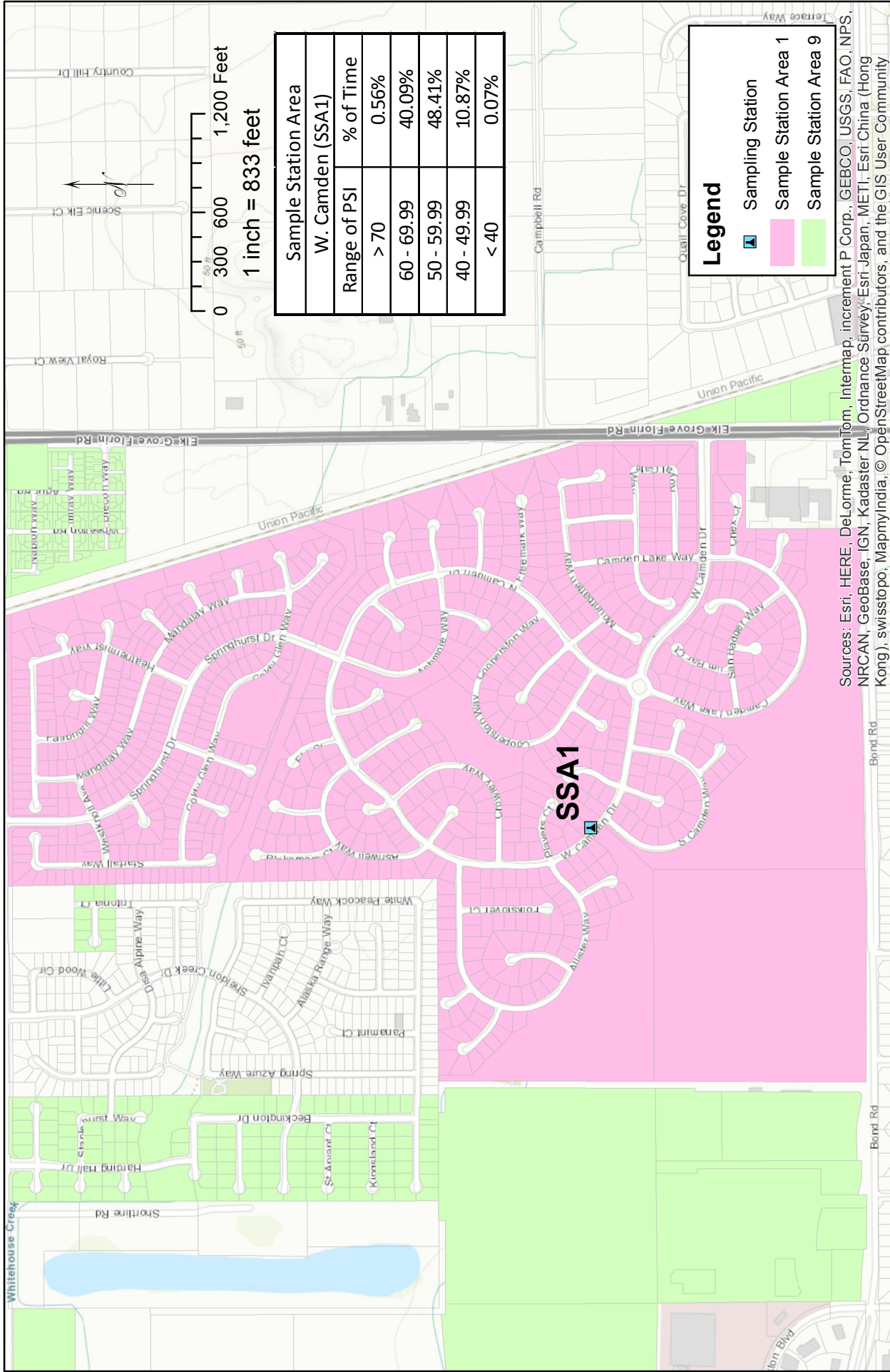
Sample Station Areas

Projected Coordinate System: NAD 83 State Plane CA II FIPS 0402

Source: EGWD GIS database

Modified by: Travis Franklin

August 3, 2017



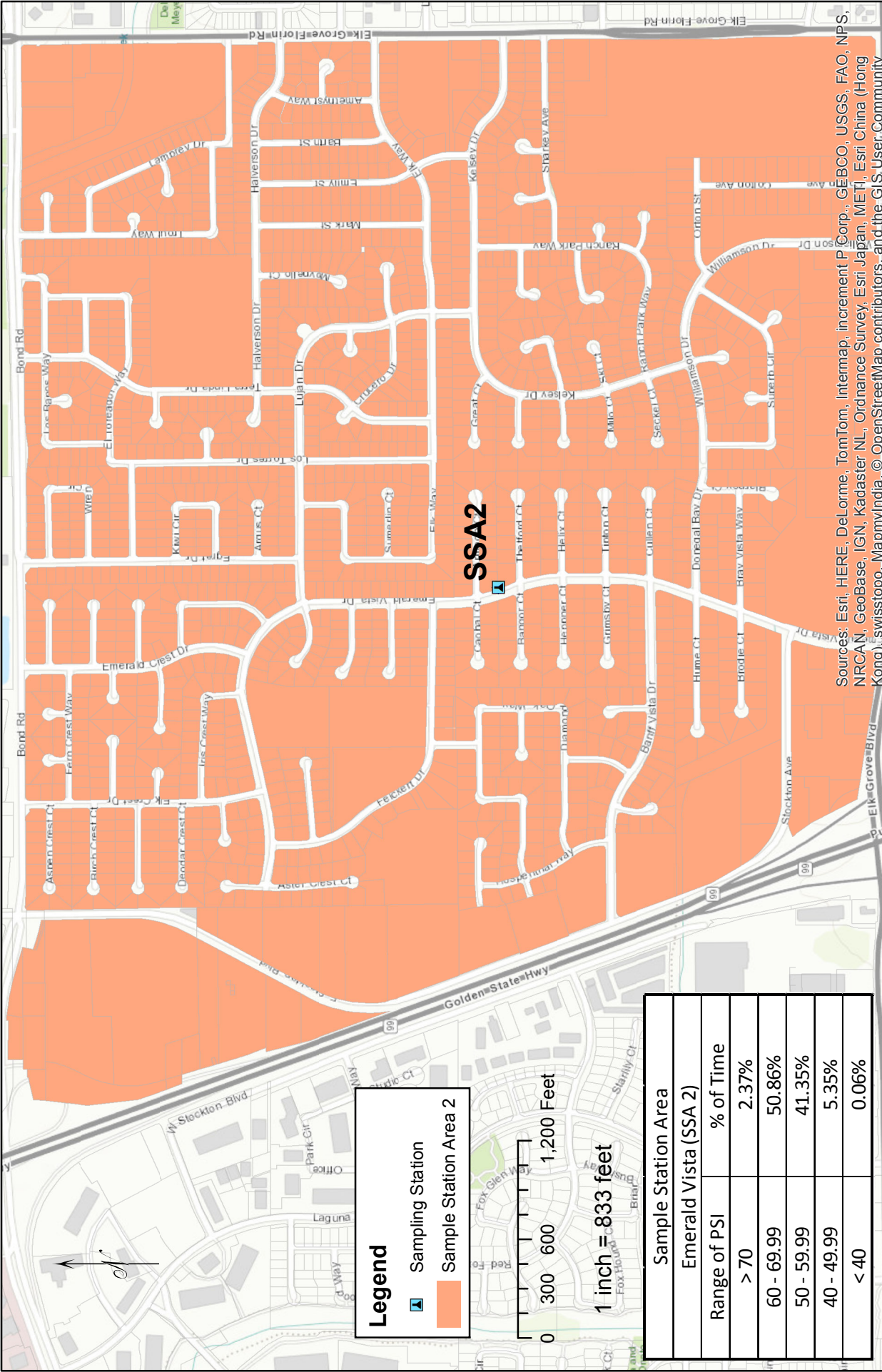
Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Sample Station #1
 Note: Sample Station takes a reading every 5 minutes.
 July 2017



Elk Grove Water District
 System Pressure Monitoring



Projected Coordinate System:
 NAD 83 State Plane CA II FIPS 0402
 Source:EGWD GIS database
 Created by: Travis Franklin
 August 3, 2017



Legend

-  Sampling Station
-  Sample Station Area 2

0 300 600 1,200 Feet
 1 inch = 833 feet

Sample Station Area	Emerald Vista (SSA 2)
Range of PSI	% of Time
> 70	2.37%
60 - 69.99	50.86%
50 - 59.99	41.35%
40 - 49.99	5.35%
< 40	0.06%

Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



Elk Grove Water District

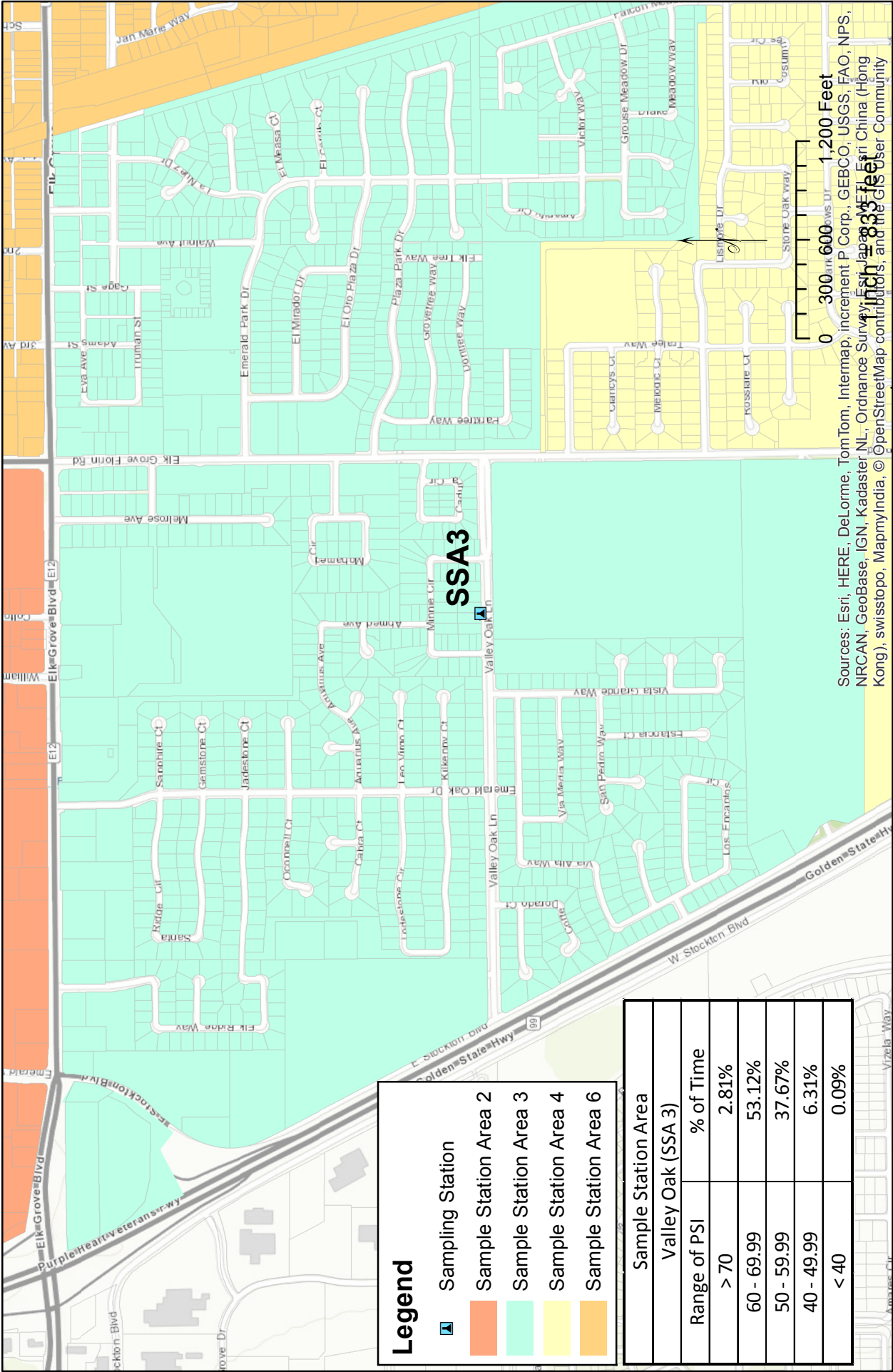
System Pressure Monitoring

Projected Coordinate System:
 NAD 83 State Plane CA II FIPS 0402
 Source: EGWD GIS database
 Created by: Travis Franklin
 August 3, 2017

Sample Station #2

Note: Sample Station takes a reading every 5 minutes.

July 2017



Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, Swire, Esri China (Hong Kong), swisstopo, MapmyIndia, ©OpenStreetMap contributors, and the GIS User Community

Legend

- Sampling Station
- Sample Station Area 2
- Sample Station Area 3
- Sample Station Area 4
- Sample Station Area 6

Sample Station Area	% of Time
Valley Oak (SSA 3)	
Range of PSI	
> 70	2.81%
60 - 69.99	53.12%
50 - 59.99	37.67%
40 - 49.99	6.31%
< 40	0.09%

Sample Station #3

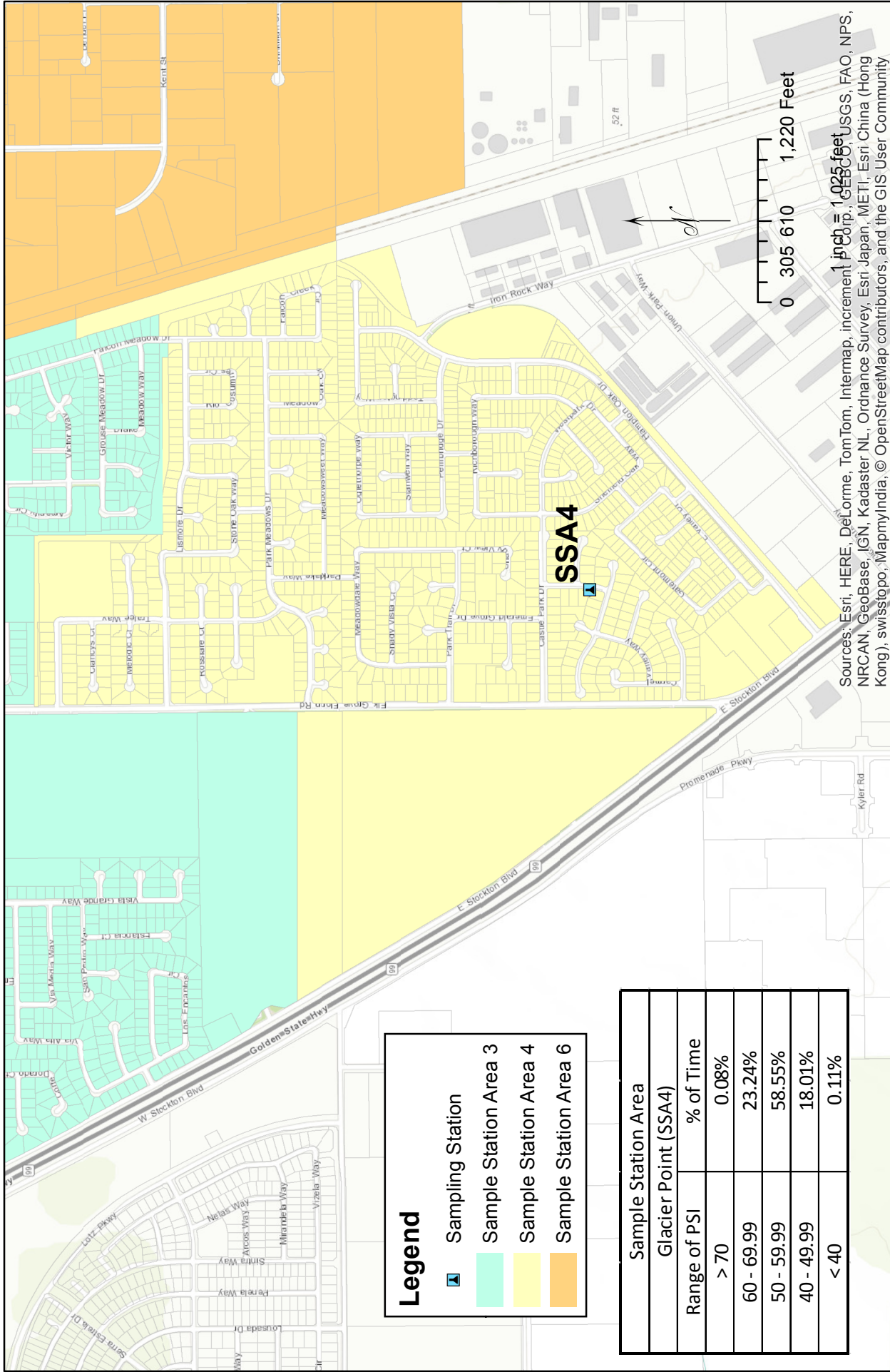
Note: Sample Station takes a reading every 5 minutes.

July 2017

Elk Grove Water District
System Pressure Monitoring



Projected Coordinate System:
NAD 83 State Plane CA II FIPS 0402
Source: EGWD GIS database
Created by: Travis Franklin
August 3, 2017



Legend

- Sampling Station
- Sample Station Area 3
- Sample Station Area 4
- Sample Station Area 6

Sample Station Area	Glacier Point (SSA4)	Range of PSI	% of Time
> 70			0.08%
60 - 69.99			23.24%
50 - 59.99			58.55%
40 - 49.99			18.01%
< 40			0.11%

1 inch = 1,025 feet
 Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Elk Grove Water District

System Pressure Monitoring



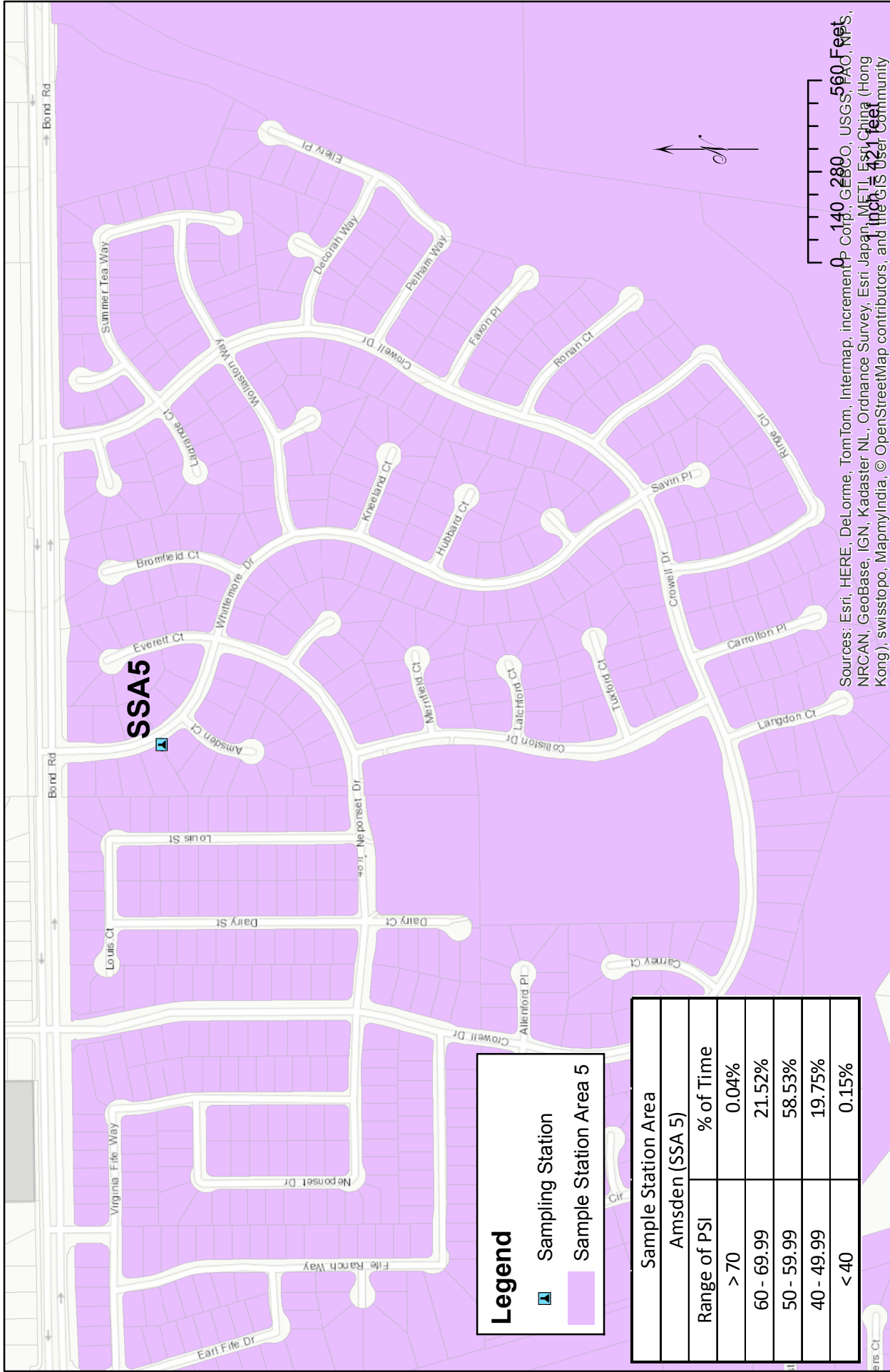
Projected Coordinate System:
 NAD 83 State Plane CA II FIPS 0402
 Source: EGWD GIS database
 Created by: Travis Franklin
 August 3, 2017

Sample Station #4

Note: Sample Station takes a reading every 5 minutes.

July 2017

46



Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, Aero, FRS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Legend

- Sampling Station
- Sample Station Area 5

Sample Station Area	
Amsden (SSA 5)	
Range of PSI	% of Time
> 70	0.04%
60 - 69.99	21.52%
50 - 59.99	58.53%
40 - 49.99	19.75%
< 40	0.15%



Elk Grove Water District

System Pressure Monitoring

Sample Station #5

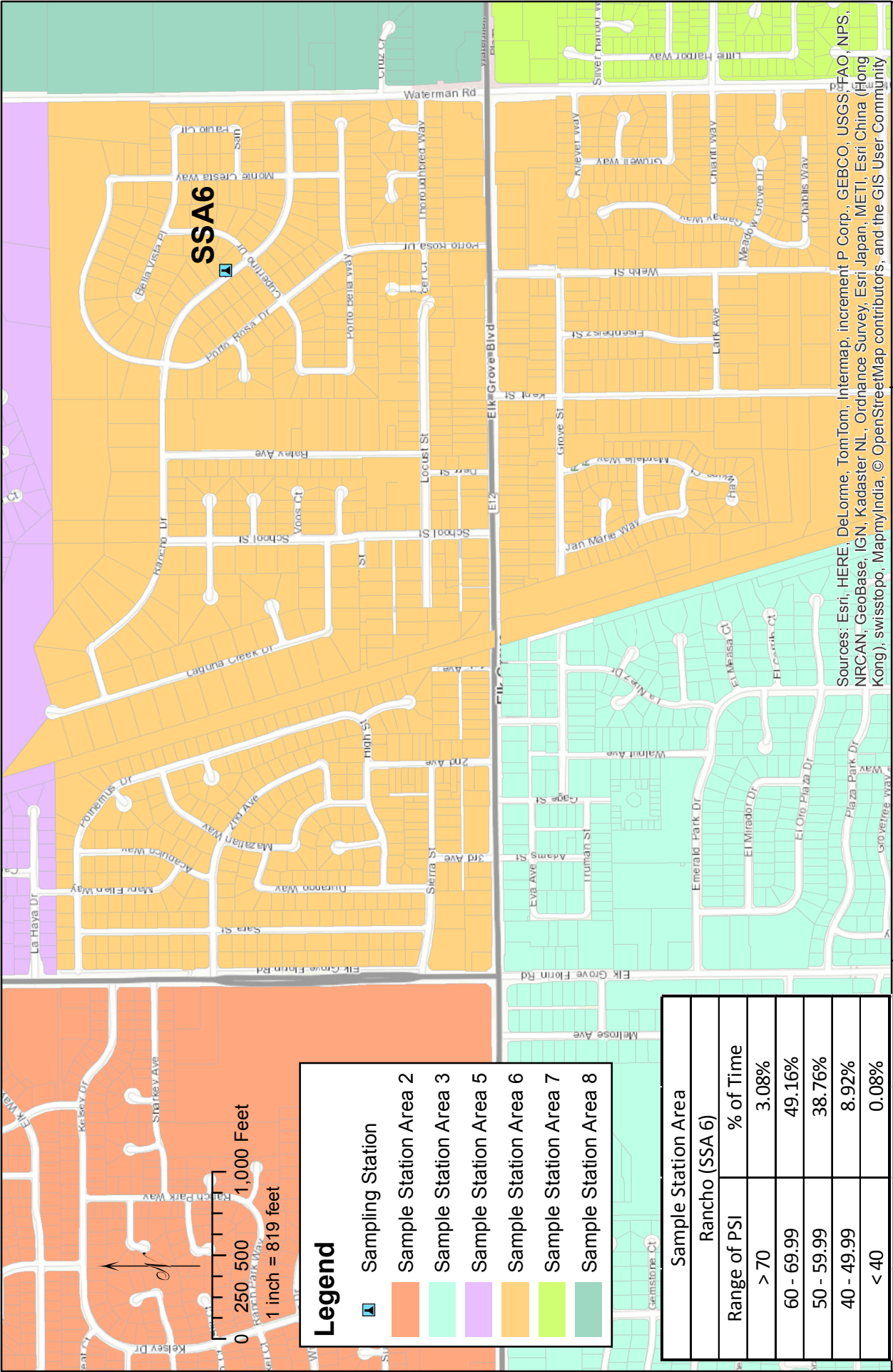
Notes: Sample Station takes a reading every 5 minutes.

July 2017

Projected Coordinate System:
 NAD 83 State Plane CA II FIPS 0402

Source: EGWD GIS database

Created by: Travis Franklin
 August 3, 2017



Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Sample Station #6
 Note: Sample Station takes a reading every 5 minutes.
 July 2017

Elk Grove Water District
 System Pressure Monitoring

Projected Coordinate System:
 NAD 83 State Plane CA II FIPS 0402
 Source: EGWD GIS database
 Created by: Travis Franklin
 August 3, 2017



Sample Station Area	Range of PSI	% of Time
Rancho (SSA 6)	> 70	3.08%
	60 - 69.99	49.16%
	50 - 59.99	38.76%
	40 - 49.99	8.92%
	< 40	0.08%



Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swiss topo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Projected Coordinate System:
 NAD 83 State Plane CA II FIPS 0402
 Source: EGWD GIS database
 Created by: Travis Franklin
 August 3, 2017

Elk Grove Water District

System Pressure Monitoring



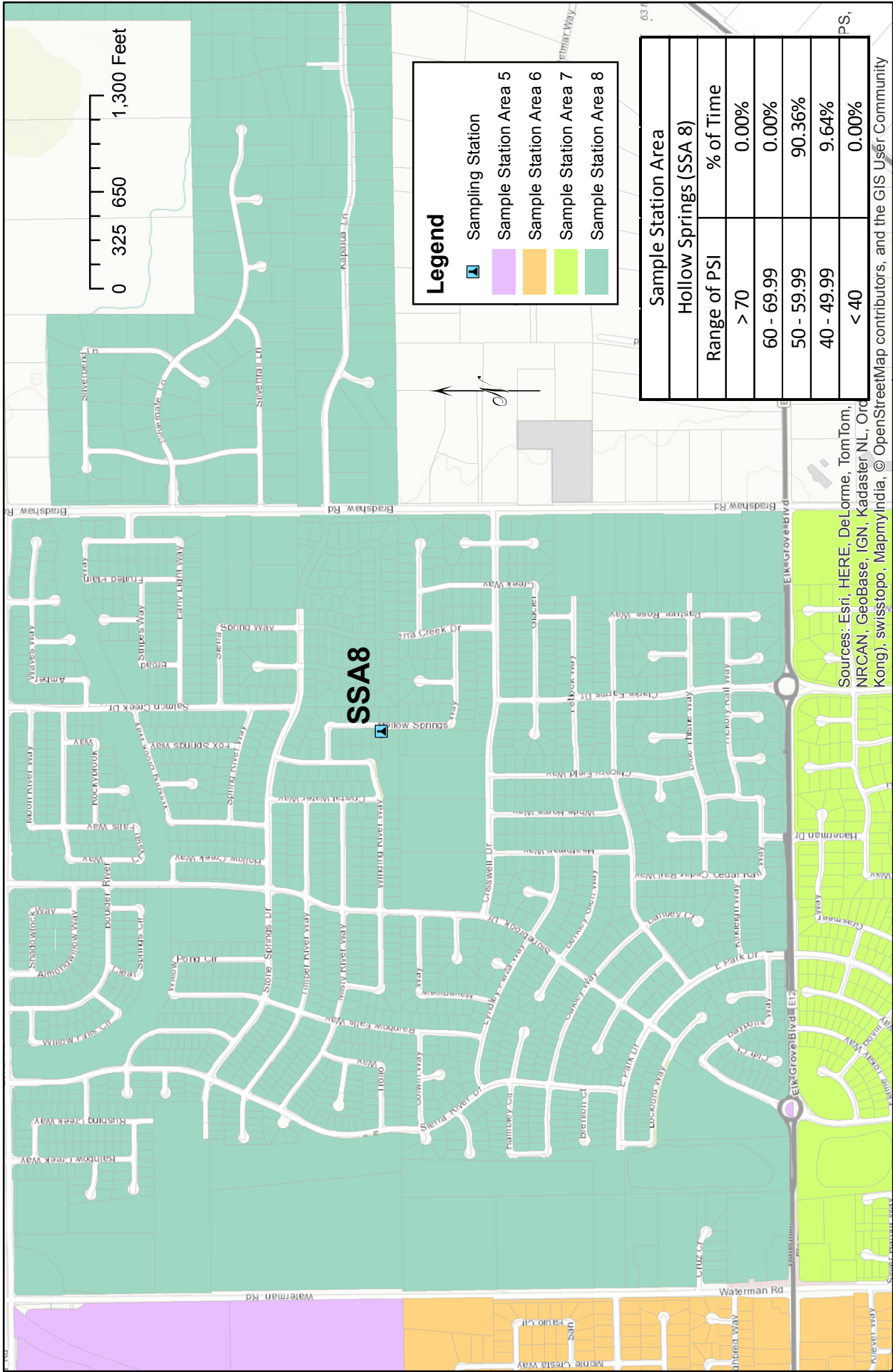
Legend	
	Sampling Station
	Sample Station Area 6
	Sample Station Area 7
	Sample Station Area 8
	Sample Station Area 10

Sample Station Area	Mainline (SSA 7)
Range of PSI	% of Time
> 70	0.00%
60 - 69.99	64.83%
50 - 59.99	34.97%
40 - 49.99	0.20%
< 40	0.00%

Sample Station #7

Note: Sample Station takes a reading every 5 minutes.

July 2017



Legend

- Sampling Station
- Sample Station Area 5
- Sample Station Area 6
- Sample Station Area 7
- Sample Station Area 8

Sample Station Area	Hollow Springs (SSA 8)
Range of PSI	% of Time
> 70	0.00%
60 - 69.99	0.00%
50 - 59.99	90.36%
40 - 49.99	9.64%
< 40	0.00%

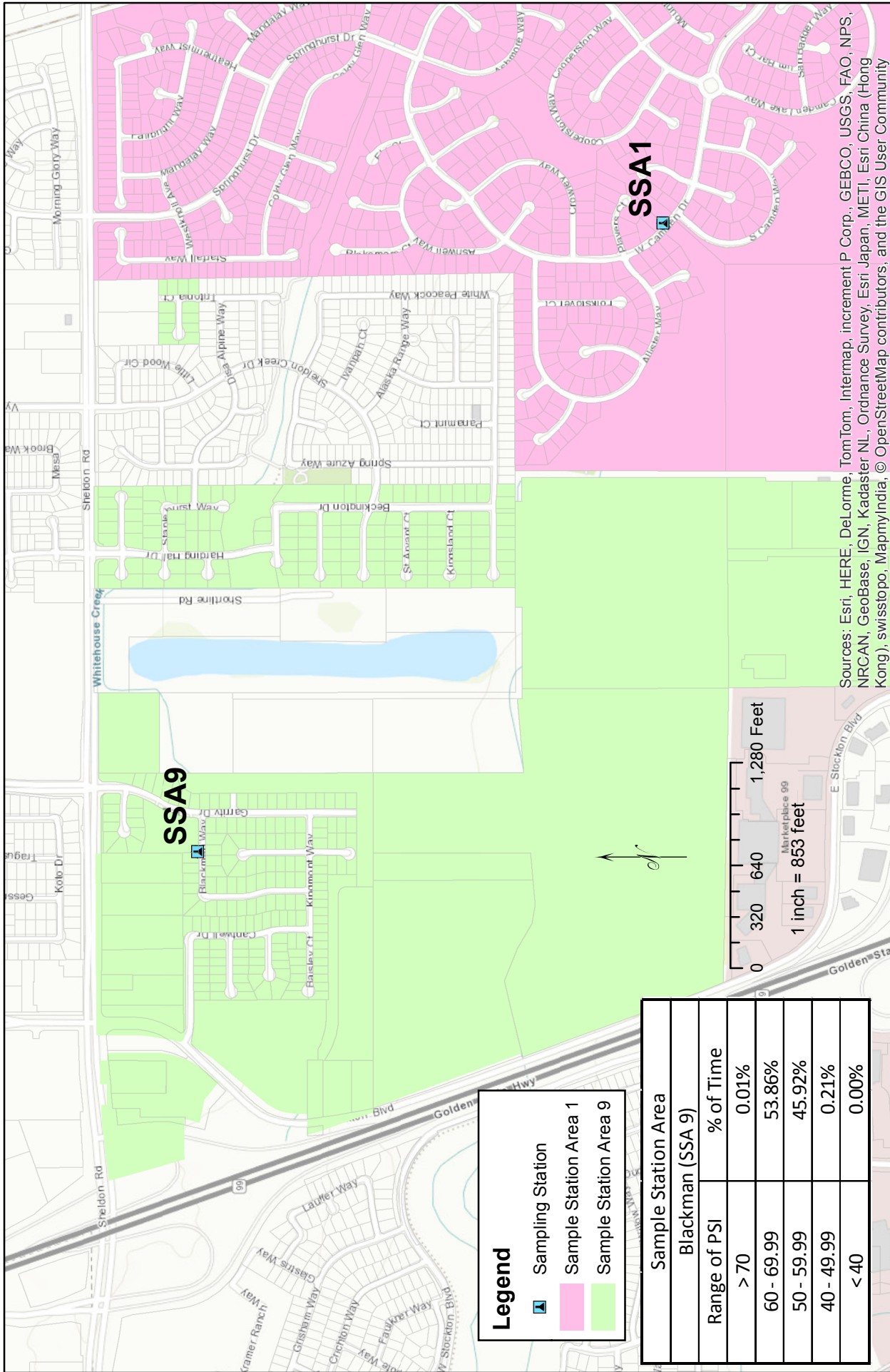
Sources: Esri, HERE, DeLorme, TomTom, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri, Swisstopo, MapboxIndia, © OpenStreetMap contributors, and the GIS User Community

Sample Station #8
 Note: Sample Station takes a reading every 5 minutes.
 July 2017

Elk Grove Water District
 System Pressure Monitoring

Projected Coordinate System:
 NAD 83 State Plane CA II FIPS 0402
 Source: EGWD GIS database
 Created by: Travis Franklin
 August 3, 2017

50



Legend

- Sampling Station
- Sample Station Area 1
- Sample Station Area 9

Sample Station Area	Blackman (SSA 9)	Range of PSI	% of Time
> 70	0.01%	60 - 69.99	53.86%
50 - 59.99	45.92%	40 - 49.99	0.21%
< 40	0.00%		

Sample Station #9

Note: Sample Station takes a reading every 5 minutes.

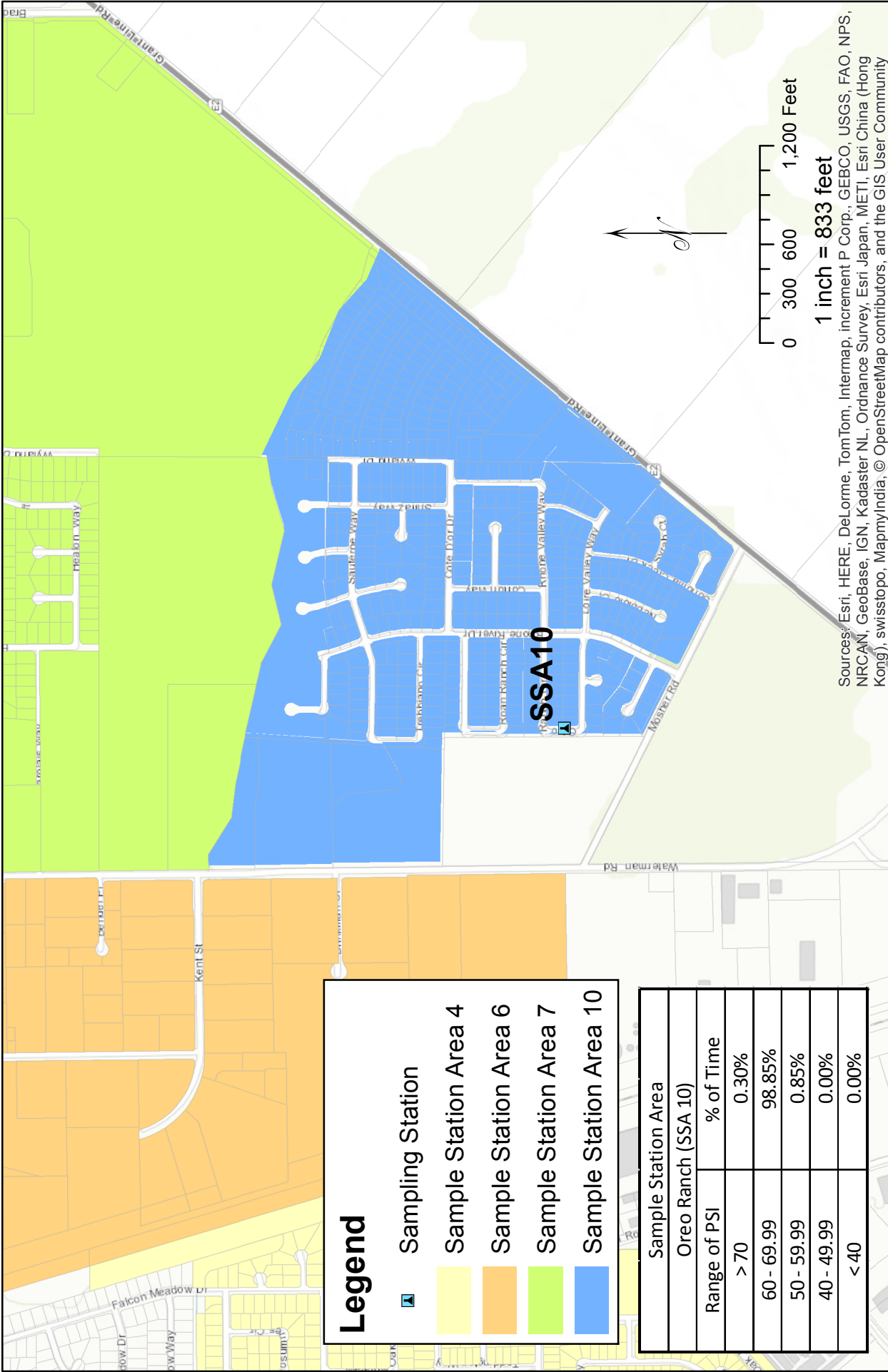
July 2017








Elk Grove Water District
System Pressure Monitoring

Projected coordinate system:
NAD 83 State Plane CA II FIPS 0402
Source: EGWD GIS database
Created by: Travis Franklin
August 3, 2017

Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community



Legend

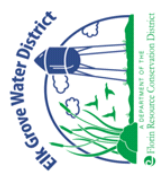
-  Sampling Station
-  Sample Station Area 4
-  Sample Station Area 6
-  Sample Station Area 7
-  Sample Station Area 10

Sample Station Area	Range of PSI	% of Time
Oreo Ranch (SSA 10)	> 70	0.30%
	60 - 69.99	98.85%
	50 - 59.99	0.85%
	40 - 49.99	0.00%
	< 40	0.00%

Sample Station #10

Note: Sample Station takes a reading every 5 minutes.

July 2017



Elk Grove Water District
System Pressure Monitoring

Projected Coordinate System:
NAD 83 State Plane CA II FIPS 0402
Source: EGWD GIS database
Created by: Travis Franklin
August 3, 2017

Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

0 300 600 1,200 Feet

1 inch = 833 feet



August 16, 2017

TO: Chairperson and Directors of the Florin Resource Conservation District

FROM: Bruce M. Kamilos, Assistant General Manager

SUBJECT: **AMENDMENT TO FY 2018-22 CAPITAL IMPROVEMENT PROGRAM
AND MEETING ROOM AND INFORMATION TECHNOLOGY BUILDING
PROJECT CONTRACT**

RECOMMENDATION

It is recommended that the Florin Resource Conservation District Board of Directors approve a motion amending the FY 2018-22 Capital Improvement Program, appropriating an additional \$250,000 of unrestricted funds to the FY 2017/18 capital improvement program reserve fund, and authorizing the General Manager to execute a construction contract in the amount of \$530,000 with Norwood Construction Services for the Meeting Room and Information Technology Building project.

SUMMARY

The Elk Grove Water District (EGWD) received bids for the Meeting Room and Information Technology (I.T.) Building project on July 27, 2017. This was the second bid for this project as only one bid was received during the original bid. That original bid was rejected by the Board of Directors (Board) at the regular board meeting on June 21, 2017.

Six (6) contractors submitted bids for the second round of bidding. Norwood Construction Services was the lowest responsive, responsible bidder with a bid amount of \$530,000. The Board-approved budget for this project is \$300,000. Staff recommends that the Board appropriate an additional \$250,000 of unrestricted funds to the FY 2017/18 capital improvement program (CIP) reserve fund to cover the difference between what was budgeted and the final, projected construction costs for this project.

This action, if approved, would amend the FY 2018-22 CIP, appropriate an additional \$250,000 of unrestricted funds to the FY 2017/18 CIP reserve fund, and authorize the General Manager to execute a contract in the amount of \$530,000 with Norwood Construction Services for the Meeting Room and I.T. Building project.

AMENDMENT TO FY 2018-22 CAPITAL IMPROVEMENT PROGRAM AND MEETING ROOM AND INFORMATION TECHNOLOGY BUILDING PROJECT CONTRACT

Page 2

DISCUSSION

Background

Existing facilities at the Railroad Water Treatment Plant (WTP), where Operations personnel and maintenance activities are based, do not provide adequate space for training and supervisory work. The I.T. systems serving EGWD also are spread between two locations – the District Office and the Railroad WTP. EGWD is presently leasing a temporary trailer as an office and meeting space for the utility crew. This temporary setup underscores the need for additional, permanent office spaces and a meeting and training room.

The Meeting Room and I.T. Building project would provide a facility where meetings and training classes for Operations personnel could occur, and would create two (2) office spaces for Operations supervisors. The project would also centralize the I.T. operations and equipment in one location, and in an environment with better control of room temperature.

Present Situation

The Board approved a budget of \$300,000 for the meeting Room and I.T. Building as part of the FY 2017/18 CIP. This project has been bid twice. During the original bid, EGWD received only one (1) bid in the amount of \$764,420 which was rejected by the Board at the regular board meeting on June 21, 2017. Staff subsequently rebid the project and on July 27 at 2:00 pm, EGWD received and opened six (6) bids. Norwood Construction Services was the lowest responsive, responsible bidder for the project. The bids are summarized below.

	<u>Company Name</u>	<u>Bid Amount</u>
1	Norwood Construction Services	\$530,000
2	PNP Construction	\$637,744
3	WMB General Contractors	\$675,411
4	National Construction	\$698,000
5	ACF Construction	\$713,203
6	Bobo Construction	\$734,556
	<i>Engineer's Estimate¹</i>	\$542,452

1. The engineer's estimate conducted by a third party consultant was based on a building design that included brick veneer and a roof parapet. These items, valued at approximately \$60,000, were value-engineered out of the final bid documents.

AMENDMENT TO FY 2018-22 CAPITAL IMPROVEMENT PROGRAM AND MEETING ROOM AND INFORMATION TECHNOLOGY BUILDING PROJECT CONTRACT

Page 3

Because the low bid of \$530,000 is well above the approved budget of \$300,000 for this project, staff discussed the bids with the project architect to help determine how staff should proceed. The architect placed calls to the third party consultant who performed the engineer's estimate and a contractor familiar with the project bid documents. Both the consultant and the contractor felt the \$530,000 bid was fair and reasonable, especially considering that the building industry right now is experiencing a high level of activity. As a result, building materials and labor costs have risen considerably. The architect asked the consultant and contractor if they saw any areas where design changes could result in significant savings. Both stated that they did not. Finally, the architect asked the consultant and contractor if they thought rebidding this project in November or December, when construction activity may be less busy, might produce a lower bid amount. Both stated that they do not see the building industry slowing down, and that a rebid during those months would most likely not produce lower bids.

Staff has come to the conclusion that based on the existing building industry climate, the low bid amount of \$530,000 is fair and reasonable. Therefore, staff recommends proceeding with a contract to construct the Meeting Room and I.T. Building based on the low bid of Norwood Construction Services.

ENVIRONMENTAL CONSIDERATIONS

The proposed project has been determined to be categorically exempt from environmental review under the provisions of CEQA Class 3, Section 15303 (New Construction or Conversion of Small Structures), which includes construction and location of offices and similar structures not involving the use of significant amounts of hazardous substances, and not exceeding 2500 square feet in floor area. A Notice of Exemption (NOE) will be filed with the County Clerk for this project.

STRATEGIC PLAN CONFORMITY

The recommendations made in this staff report conforms to the FRCD/EGWD's 2012-2017 Strategic Plan. The Strategic Plan, under the Asset Management section, identifies the need to maintain and improve infrastructure related to the EGWD's water system. The Meeting Room and I.T. Building project will provide a much needed facility for our Operations personnel and EGWD's I.T. system, both of which directly support EGWD's water system.

August 16, 2017

AMENDMENT TO FY 2018-22 CAPITAL IMPROVEMENT PROGRAM AND MEETING ROOM AND INFORMATION TECHNOLOGY BUILDING PROJECT CONTRACT

Page 4

FINANCIAL SUMMARY

The financial impact of the Meeting Room and I.T. Building contract is \$530,000 which exceeds the budgeted amount for this project in the FY 2017/18 CIP by \$230,000. Staff also requests an additional \$20,000 to cover costs related to geotechnical and inspection services during construction. At the June 21, 2017 board meeting, the Board appropriated \$1,506,000 of unrestricted funds to the FY 2017/18 CIP reserve fund. An additional \$250,000 of unrestricted funds to the FY 2017/18 reserve fund is required to cover the difference between what was budgeted and the final, projected construction costs.

Respectfully submitted,



BRUCE M. KAMILOS
ASSISTANT GENERAL MANAGER

Attachments

Attachment 1

Table 1
5-Year CIP Summary

(in thousands \$)

Priority	PROJECT NAME	FY17/18	FY18/19	FY19/20	FY20/21	FY21/22	Total
SUPPLY / DISTRIBUTION IMPROVEMENTS							
2	Service Line Replacements <i>pg. 10</i>	250	-	-	-	-	250
3	Kent St. Water Main <i>pg. 12</i>	280	-	-	-	-	280
3	Truman St./Adams St. Water Main <i>pg. 14</i>	-	-	-	-	240	240
3	School/Locust/Summit Alley Water Main <i>pg. 16</i>	-	-	-	495	-	495
3	Elk Grove Blvd Grove St. Alley Water Main <i>pg. 18</i>	-	-	-	290	-	290
3	Locust St.-Elk Grove Blvd Alley/Derr St. Water Main <i>pg. 20</i>	-	-	210	-	-	210
4	Elk Grove Blvd Water Main <i>pg. 22</i>	-	-	-	-	500	500
2	Lark St. Water Main <i>pg. 24</i>	-	-	170	-	-	170
1	Well Rehabilitation Program <i>pg. 26</i>	93	-	98	-	103	294
2	Railroad Corridor Water Line <i>pg. 28</i>	-	-	-	-	75	75
3	Backyard Water Mains/Services Replacement <i>pg. 30</i>	138	950	600	-	-	1,688
3	Cadura Circle Water Main Looping <i>pg. 32</i>	-	30	-	-	-	30
3	Mormon Church Water Main Looping <i>pg. 34</i>	-	-	70	-	-	70
3	Kilkenny Ct. Water Main <i>pg. 36</i>	-	-	-	-	135	135
3	Leo Virgo Ct. Water Main <i>pg. 38</i>	-	-	-	-	135	135
TREATMENT IMPROVEMENTS							
1	Media Replacement Filter Vessels <i>pg. 40</i>	50	-	-	-	-	50
1	Chlorine Tank Replacement - ClorTec Room <i>pg. 42</i>	-	80	-	-	-	80
1	Well 3 Pump Replacement /VFD <i>pg. 46</i>	-	-	-	180	-	180
1	Well 8 Pump Replacement <i>pg. 44</i>	100	-	-	-	-	100
4	Radio Antennas <i>pg. 48</i>	80	-	-	-	-	80
BUILDING & SITE IMPROVEMENTS / VEHICLES							
3	Truck Replacements <i>pg. 50</i>	100	115	160	160	120	655
1	RRWTF Meeting Room & I.T. Center <i>pg. 52</i>	550	-	-	-	-	550
4	HVVWTP Roof Replacement <i>pg. 54</i>	-	20	-	-	-	20
2	RRWTF Parking Lot Repaving <i>pg. 56</i>	-	50	-	-	-	50
3	Well 9 Fence Replacement <i>pg. 58</i>	15	-	-	-	-	15
UNFORESEEN CAPITAL PROJECTS							
	Unforeseen Capital Projects <i>pg. 60</i>	100	100	100	100	100	500
TOTAL		1,756	1,345	1,408	1,225	1,408	7,142

Table 2 and Table 3 separate the funding source requirements into two components – user fees, and connection fees. The relevance of separating the funding source requirements into two components is critical when performing water rate studies. Water rate studies determine how capital improvements will be funded – either through rates charged to existing users (user fees), or through fees collected from new users (connection fees). On the next pages, Tables 4A through 4H provide supporting data for Table 2. Tables 4A through 4G break down **user fees** by funding sources and capital improvement programs. Tables 5A and 5B provide supporting data for Table 3. Tables 5A and 5B break down **connection fees** by capital improvement programs.

Table 2
Funding Source Requirements
User Fees

FUND	FY17/18	FY18/19	FY19/20	FY20/21	FY21/22	Total
CAPITAL IMPROVEMENT FUNDS						
Supply/Distribution Improvements	250	30	70	-	575	925
Treatment Improvements	180	-	-	180	-	360
Building & Site Improvements/Vehicles	650	115	160	160	120	1,205
SUB-TOTAL	1,080	145	230	340	695	2,490
CAPITAL REPAIR/REPLACEMENT FUNDS						
Supply/Distribution Improvements	511	950	1,078	785	613	3,937
Treatment Improvements	50	80	-	-	-	130
Building & Site Improvements/Vehicles	15	70	-	-	-	85
SUB-TOTAL	576	1,100	1,078	785	613	4,152
UNFORESEEN CAPITAL PROJECT FUNDS						
Unforeseen Capital Projects	100	100	100	100	100	500
SUB-TOTAL	100	100	100	100	100	500
TOTAL	1,756	1,345	1,408	1,225	1,408	7,142

Table 3
Funding Source Requirements
Connection Fees

FUND	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Total
CAPITAL IMPROVEMENT FUNDS						
Supply/Distribution Improvements	-	-	-	-	-	0
Treatment Improvements	-	-	-	-	-	0
TOTAL	0	0	0	0	0	0

Project	RRWTF Meeting Room & I.T. Center
Funding Type	Capital Improvement Funds
Program	Building & Site Improvements/ Vehicles
Priority	1
Project No.	405



PROJECT DESCRIPTION

This project installs a building for a meeting/training room for Operations personnel and information technology (I.T.) center behind the Operations and Maintenance building at the Railroad Street Water Treatment Facility (WTF).

JUSTIFICATION

The Railroad Street WTF is where Operations personnel and maintenance activities are based. The Operations and Maintenance (O&M) building at the Railroad Street WTF does not have a room for meetings and training classes. This project provides a building where meetings and training classes for Operations personnel can occur. It also centralizes the I.T. operations and equipment in one location, and in an environment with better control of room temperature.

PROJECT LOCATION

The address for Railroad Street WTF is 9715 Railroad Street, Elk Grove, California. The assessor’s parcel number is APN 13400500810000.



★ Project Location

SCHEDULE & STATUS

This project is a carry-over from last fiscal year and is now planned for construction in FY2017/18.

EXPENDITURE SCHEDULE

(in thousands \$)

Project	Planned Expenditures					Total
	FY17/18	FY18/19	FY19/20	FY20/21	FY21/22	
RRWTF Meeting Room & I.T. Center	550	0	0	0	0	550
with inflation (3%)	550	0	0	0	0	550

Expenditure breakdown: \$25,000 design, \$190,000 construction

EXPENDITURE REVISION

(in thousands \$)

Description	Past / Planned Expenditures					Total
	FY15/16	FY16/17	FY17/18	FY18/19	FY19/20	
Original Budget	125	0	0	0	0	125
Expenditure	(1)	(80)	0	0	0	0
Balance / Carry-over	124	44	0	0	0	0
Revised Budget	1	80	550	0	0	631

FUNDING SOURCES

(in thousands \$)

USER FEES

Capital Improvement Funds	
▪ Building & Site Improvements/Vehicles	631
Total	631

OPERATING COST IMPACTS

The completion of this project is not anticipated to increase or decrease operating costs as the project does not significantly alter the existing facilities or modes of operation.

USEFUL LIFE: 50 years

FLORIN RESOURCE CONSERVATION DISTRICT

ELK GROVE WATER DISTRICT MEETING AND I.T. BUILDING PROJECT

BID AND CONTRACT DOCUMENTS

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FLORIN RESOURCE CONSERVATION DISTRICT
NOTICE INVITING BIDS

Elk Grove Water District Meeting and I.T. Building Project

The Florin Resource Conservation District (“District”) will receive sealed bids for the Elk Grove Water District (EGWD) Meeting and I.T. Building Project at the office of the Elk Grove Water District no later than July 27, 2017 at 2:00 PM at which time or thereafter said bids will be opened and read aloud. Bids received after this time will be returned unopened. Bids shall be valid for 60 calendar days after the bid opening date.

Work includes furnishing of all labor, materials, tax, equipment and services for the improvements of the EGWD Meeting and I.T. Building Project. Work at the EGWD Meeting and I.T. Building shall include but not be limited to all work necessary to construct and complete the EGWD and I.T. Building as outlined in the Specifications and Plans for this project.

Bids must be submitted on the District’s Bid Forms. Bidders are responsible for purchasing and obtaining all the contract documents. Copies of the Contract Documents may be obtained at: ARC Document Solutions at 801 Broadway, Sacramento, CA 95818, (916) 443-1322 or www.e-arc.com. The District will also make the Contract Documents available for review at Sacramento Regional Builders Exchange, 1331 T Street, Sacramento, CA 95811, (916) 442-8991. Electronic copies of the Contract Documents in PDF format may also be obtained by emailing Aurelia Salandez at asalandez@egwd.org.

Bids must be accompanied by cash, a certified or cashier’s check, or a Bid Bond in favor of the District in an amount not less than ten percent (10%) of the submitted Total Bid Price.

A non-mandatory Pre-Bid Conference will be held at the EGWD Water Treatment Plant located at 9715 Railroad St. Elk Grove, CA 95624 on July 11, 2017, at 11:00 a.m. Bidders are encouraged to attend the Pre-Bid Conference. Bids will be accepted from any bidder who did not attend the Pre-Bid Conference.

Each bid shall be accompanied by the security referred to in the Contract Documents, the non-collusion affidavit, the list of proposed subcontractors, and all additional documentation required by the Instructions to Bidders.

The successful bidder will be required to furnish the District with a Performance Bond equal to 100% of the successful bid, and a Payment (Labor and Materials) Bond equal to 100% of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is admitted by the State of California. Pursuant to Public Contract Code Section 22300, the successful bidder may substitute certain securities for funds withheld by District to ensure his performance under the Contract.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages

NOTICE INVITING BIDS

in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request at Department of Industrial Relations, 2031 Howe Avenue Suite 100, Sacramento, CA 95825 or online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful bidder at the job site. The successful bidder and all subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

All public works projects shall comply with the Department of Industrial Relations (DIR) prevailing wage monitoring requirements. The DIR compliance monitoring program requires all contractors and subcontractors (of any tier) to be registered with DIR prior to bidding on or entering into a contract for a public works project. **Each contractor submitting a bid must list on the Bid Schedule their DIR Public Works Contractor Registration number in the space provided. On the List of Subcontractors, the contractor must list the DIR registration number of all of its subcontractors in the space provided. Failure to provide this information may disqualify the contractor from the bid.** The contractor who is awarded the contract must electronically submit all certified payroll records to DIR during the course of the project. The District shall file a PWC-100 form electronically with DIR within five (5) days of the award of contract. The filing of the PWC-100 form initiates DIR to track the prevailing wage payments from the contractor and subcontractors. Further information can be found under the public works section of DIR's website at www.dir.ca.gov.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract: California Class A.

The successful bidder must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the Air Quality Management District (AQMD) and/or California Air Resources Board (CARB). Although the AQMD and CARB limits and requirements are more broad, the successful bidder shall specifically be aware of their application to "portable equipment", which definition is considered by AQMD and CARB to include any item of equipment with a fuel-powered engine. The successful bidder will be required to indemnify District against any fines or penalties imposed by AQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by the successful bidder, its subcontractors, or others for whom the successful bidder is responsible under its indemnity obligations.

Pursuant to Public Contract Code Section 3400(b), if the District has made any findings designating certain materials, products, things, or services by specific brand or trade name, such findings and the materials, products, things, or services and their specific brand or trade names

NOTICE INVITING BIDS

will be set forth in the Special Conditions.

Award of Contract: The District shall award the Contract for the Project to the lowest responsive, responsible bidder as determined from the base bid alone and is deemed responsible by the District. The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

For further information, contact Bruce Kamilos, Project Manager, (916) 585-9385. The last date to submit questions shall be July 19, 2017. All questions must be submitted in accordance with the procedures set forth in the Information for Bidders.

NOTICE INVITING BIDS

3

FLORIN RESOURCE CONSERVATION DISTRICT

INSTRUCTIONS TO BIDDERS

1. AVAILABILITY OF CONTRACT DOCUMENTS

Bids must be submitted to the District on the Bid Forms which are a part of the Bid Package for the Project. Prospective bidders may obtain Contract Documents at the location(s) and at the time(s) indicated in the Notice Inviting Bids. Prospective bidders are encouraged to telephone in advance to determine the availability and cost of Contract Documents. Any applicable charges for the Contract Documents are the prospective bidders responsibility.

The District may also make the Contract Documents available for review at the plan rooms, as indicated in the Notice Inviting Bids.

2. EXAMINATION OF CONTRACT DOCUMENTS

The District has made copies of the Contract Documents available, as indicated above. Bidders shall be solely responsible for examining the Project Site and the Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

3. INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the District by submission of a written request for an interpretation or correction to the District. Such submission, if any, must be sent to the Project Manager, Bruce Kamilos, email bkamilos@egwd.org.

Any interpretation of the Contract Documents will be made only by written addenda duly posted to the PlanWell Public Planroom site (www.e-arc.com) at ARC Document Solutions. An email will be sent to all know Plan Holders notifying Bidders that an addendum has been issued. The District will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

INSTRUCTIONS TO BIDDERS

4. **INSPECTION OF SITE; PRE-BID CONFERENCE AND SITE WALK**

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site (which may include more than one site), as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project. To this end, a Pre-Bid Conference and Site Walk will be held on the July 11, 2017 at 11:00 a.m. as indicated in the Notice Inviting Bids.

5. **ADDENDA**

The District reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All addenda issued by the District shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the District issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, the District will extend the deadline for submission of bids. The District may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Each prospective bidder shall provide District a name, address, facsimile number and email address to which a notification can be sent that an addendum has been posted to the PlanWell Public Planroom site at ARC Document Solutions. Copies of Addenda will be available at ARC Document Solutions or Sacramento Regional Builders Exchange sites as listed in the Notice Inviting Bids. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda and should check the above sites prior to bid opening.

6. **ALTERNATE BIDS**

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid only. The time required for completion of the alternate bid items has been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The District may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work, accordingly each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

7. **COMPLETION OF BID FORMS**

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents and are provided herein. The use of substitute bid forms other than clear and correct photocopies of those provided by the District will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. USE OF BLACK OR BLUE

INSTRUCTIONS TO BIDDERS

INK, INDELIBLE PENCIL OR A TYPEWRITER IS REQUIRED. Deviations in the bid form may result in the bid being deemed non-responsive.

8. **MODIFICATIONS OF BIDS**

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.

9. **DESIGNATION OF SUBCONTRACTORS**

Pursuant to State law, the Bidders must designate the name and location of each subcontractor who will perform work or render services for the Bidder in an amount that exceeds one-half of one percent (1/2%) of the Bidder's Total Bid Price, as well as the portion of work each such subcontractor will perform on the form provided herein by the District. No additional time will be provided to bidders to submit any of the requested information in the Designation of Subcontractor form.

10. **LICENSING REQUIREMENTS**

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, the District shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be non-responsive, and the District shall reject the Bid. The District shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the District of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract. Please also note that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

11. **SIGNING OF BIDS**

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the authority of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize

INSTRUCTIONS TO BIDDERS

that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

12. BID GUARANTEE (BOND)

Each bid shall be accompanied by: (a) cash; (b) a certified check made payable to the District; (c) a cashier's check made payable to the District; or (d) a bid bond payable to the District executed by the bidder as principal and surety as obligor in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to the bidder, shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within ten (10) calendar days after notification of the award of the Contract to the bidder. Failure to provide the required documents may result in forfeiture of the bidder's bid deposit or bond to the District and the District may award the Contract to the next lowest responsive, responsible bidder, or may call for new bids.

13. SUBMISSION OF SEALED BIDS

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials in an envelope, sealed, addressed and delivered or mailed, postage prepaid to the District at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by District as provided herein. The envelope shall also contain the following in the lower left-hand corner thereof:

Bid of **(Bidder's Name)**
for the **EGWD Meeting and I.T. Building Project**

14. DELIVERY AND OPENING OF BIDS

Bids will be received by the District at the address shown in the Notice Inviting Bids up to the date and time shown therein. The District will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the Bidder. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Notice Inviting Bids, and the amount of each Bid will be read aloud and recorded. All Bidders may, if they desire, attend the opening of Bids. The District may in its sole discretion, elect to postpone the opening of the submitted Bids. District reserves the right to reject any or all Bids and to waive any informality or irregularity in

INSTRUCTIONS TO BIDDERS

any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

15. WITHDRAWAL OF BID

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative.

16. BASIS OF AWARD; BALANCED BIDS

The District shall award the Contract to the lowest responsive, responsible Bidder submitting a responsive Bid. The District may reject any Bid which, in its opinion when compared to other bids received or to the District's internal estimates, does not accurately reflect the cost to perform the Work. The District may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

17. DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID

No bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders submitting a bid to the District. No person, firm, corporation, or other entity may submit subproposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid on the same Project.

18. INSURANCE REQUIREMENTS

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

19. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the District may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment (Labor and Materials) Bond; and (3) the required insurance certificates and endorsements. Once the District notifies the Bidder of the award, the Bidder will have ten (10) consecutive calendar days from the date of this notification to execute the Contract and supply the District with all of the required documents and certifications. Regardless whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run ten (10) calendar days from the date of the notification. Once the District receives all of the properly drafted and executed documents and certifications from the Bidder, the District shall issue a Notice to Proceed to that Bidder.

INSTRUCTIONS TO BIDDERS

20. **FILING OF BID PROTESTS**

Bidders may file a “protest” of a Bid with the District’s General Manager. In order for a Bidder’s protest to be considered valid, the protest must:

- A. Be filed in writing within five (5) calendar days after the bid opening date;
- B. Clearly identify the specific irregularity or accusation;
- C. Clearly identify the specific District staff determination or recommendation being protested;
- D. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid.

If the protest is valid, the District’s General Manager or other designated District staff member, shall review the basis of the protest and all relevant information. The General Manager will provide a written decision to the protestor. The protestor may then appeal the decision of the General Manager to the District Board.

21. **WORKERS COMPENSATION**

Each bidder shall submit the Contractor’s Certificate Regarding Workers’ Compensation form.

22. **SUBSTITUTION OF SECURITY**

The Contract Documents call for monthly progress payments based upon the percentage of the work completed. The District will retain five percent (5%) of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the District will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

23. **PREVAILING WAGES**

The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are on file and available at 2031 Howe Avenue Suite 100, Sacramento, CA 95825 or may be obtained online at <http://www.dir.ca.gov/dlsr>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

INSTRUCTIONS TO BIDDERS

24. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

25. PERFORMANCE BOND AND PAYMENT (LABOR AND MATERIALS) BOND REQUIREMENTS

Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to the District four identical counterparts of the Performance Bond and Payment (Labor and Materials) Bond in the form supplied by the District and included in the Contract Documents. Failure to do so may, in the sole discretion of District, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the District. The Performance Bond and the Payment (Labor and Materials) Bond shall be for one hundred percent (100%) of the Total Bid Price.

26. REQUEST FOR SUBSTITUTIONS

The successful bidder shall comply with the substitution request provisions set forth in the Special Conditions, including any deadlines for substitution requests **which may occur prior to the bid opening date.**

27. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

28. EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The District may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

END OF INSTRUCTION TO BIDDERS

INSTRUCTIONS TO BIDDERS

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BID FORM

NAME OF BIDDER: Norwood Construction Services

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

EGWD Meeting and I.T. Building Project

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following **TOTAL BID PRICE:**

BID SCHEDULE

Item	Description	Cost
1	DEMOLITION	\$4000.00
2	SITE WORK	\$ 93, 940.00
3	BUILDING CONSTRUCTION	\$ 339,610.00
4	HVAC	\$ 57,500.00
5	ELECTRICAL	\$ 34,950.00
TOTAL BID		\$ 530,000.00

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to the District which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the District and a third party, whichever is earlier.

Addenda No. 01


Addenda No. 02

Addenda No. 03

BID FORM

1. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
2. Attached is the fully executed Non-Collusion Affidavit form.
3. Attached is the completed Designation of Subcontractors form.
4. Attached is the completed Bidder Information Form.
5. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
6. Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder Norwood Construction Services
Signature 
Name and Title Brian A. Norwood
Dated 7/27/17

BID FORM

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

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

Name of Bidder Norwood Construction Services

Signature 

Name Brian A. Norwood

Title Owner

Dated 7/27/17

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

BID BOND

The makers of this bond are, Norwood Construction, as Principal, and American Contractors Indemnity Company, as Surety and are held and firmly bound unto the Florin Resource Conservation District, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to DISTRICT for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Not to Exceed \$40,000.00

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated July 27, 2017 for EGWD Meeting and IT Building Project.

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the District as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 26th day of July, 2017, the name and corporate seal of each corporation.

(Corporate Seal)

Norwood Construction
Principal _____
By [Signature] _____
Title Owner

(Corporate Seal)

American Contractors Indemnity Company
Surety _____
By [Signature] _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

BID BOND

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2017 before me, _____, notary public,
personally appeared _____, who proved to me on the basis
of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

(SEAL)

Commission expires: _____

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must
be attached hereto.

BID BOND

16

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Sacramento)

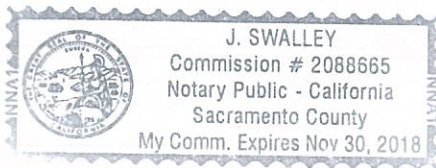
On 7-26-17 before me, J. Swalley, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Shirley Baugh
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature J. Swalley
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Shirley Baugh of Sacramento, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Three Million***** Dollars (\$ **3,000,000.00**). This Power of Attorney shall expire without further action on November 3, 2019. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

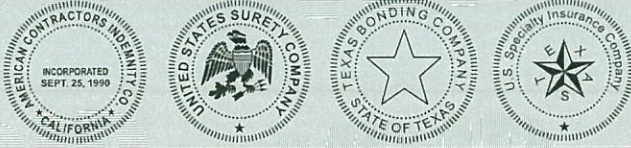
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

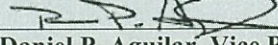
Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of November, 2016.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By: 
Daniel P. Aguilar, Vice President

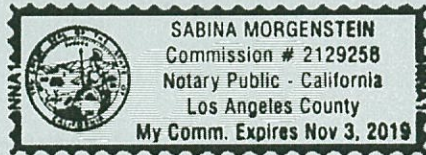
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of November, 2016, before me, Sabina Morgenstein, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

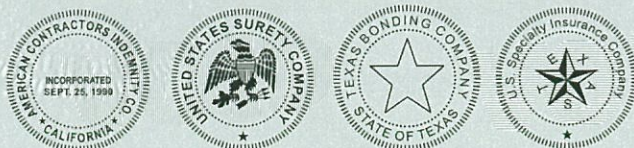
Signature  (Seal)

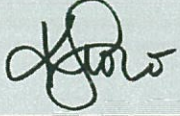


I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 26th day of July, 2017.

Corporate Seals




Kio Lo, Assistant Secretary

Bond No. 1001045575-4
Agency No. 2011

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of Work	Subcontractor (include Contractor's License No. & DIR Public Works Contractor Registration No.)	Location of Business
Site Work	Cook Engineering 816602 CSLB 1000001033 DIR	Rancho Cordova
Electrical	Andrade Electric, Inc. 660566 CSLB 1000033063 DIR #	Rancho Cordova
Mechanical	Cooper Oates Air Conditioning 611351 CSLB 1000000176 DIR #	Sacramento
Roofing	D7 Roofing Services, Inc. 746471 CSLB 1000008496 DIR #	Sacramento

Name of Bidder Norwood Construction Services

Signature 

Name and Title Brian A. Norwood

Dated 7/27/17

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of Work	Subcontractor (include Contractor's License No. & DIR Public Works Contractor Registration No.)	Location of Business
Steel	Martins Steel Works 1006101 CSLB 1000042475 DIR	Vacaville
Concrete	J Lussier Construction 773267 CSLB 1000 DIR	El Dorado Hills
Plaster	Robert Boeger Plastering 319451 CSLB 1000006092 DIR	Applegate
Doors / Frames	Midstate Specialties 874941 CSLB 1000007895 DIR	Sacramento

Name of Bidder Norwood Construction Services

Signature 

Name and Title Brian A. Norwood

Dated 7/27/17

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of Work	Subcontractor (include Contractor's License No. & DIR Public Works Contractor Registration No.)	Location of Business
Flooring	Abbey Flooring, Inc. 850719 CSLB 1000001740 DIR	Elk Grove

Name of Bidder Norwood Construction Services

Signature 

Name and Title Brian A. Norwood

Dated 7/27/17

INFORMATION REQUIRED OF BIDDERS

A. INFORMATION ABOUT BIDDER

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

Norwood Construction Services

1.0 Bidders Name and address: 11355 Folsom Blvd. Suite P Rancho Cordova, CA 95742

2.0 Bidders telephone no.: 916-476-3386

916-476-6053

3.0 Bidders fax no. and email address: Brian@norwoodconstructionservices.com

4.0 Contractor' State License No. and Expiration Date: : 621047 6/30/2019

5.0 Contractor's Primary classification: B

6.0 Contractor's Specialty classification: C8

Name of Licensee, if different from (1) above. If Joint Venture or Partnership, list full names of all partners:

7.0 What type of work does the Bidder normally perform with its own forces?

Framing, Drywall, Building Demo, Rough Carpentry, Doors & Frames, Acoustical, Painting

8.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

No

INFORMATION REQUIRED OF BIDDERS

9.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, state why and when:

No

10.0 At any time in the last five years has your firm failed to satisfactorily complete any work whereby the owner was forced to either take legal action or contact the surety company bonding the project to resolve the conflict? If so, state the circumstance.

No

B. LIST OF THREE SIMILAR COMPLETED PROJECTS - LAST THREE YEARS

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work. The list shall include the following information as a minimum:

1.0 Name of Project, and Owner: Trojan Storage Sacramento - Trojan Storage LLC.

2.0 Name, address and contact information for Owner: Brett Henry

1732 Aviation Blvd. Suite 217 Redondo Beach, CA 90278 310-372-8600

3.0 Brief description of work involved: 2 Story Ground Up Addition of Storage Facility

4.0 Contract amount: \$ 575,163.70

5.0 Date of Completion: 7/27/17

6.0 Name of Project, and Owner: Sacramento Foot & Ankle Center

7.0 Name, address and contact information for Owner: Age Properties - Greg Tovmassian

5120 Manzanita Avenue, Sacramento, CA 95608 916-716-3034

8.0 Brief description of work involved: Medical Office Tenant Improvement and Remodel

INFORMATION REQUIRED OF BIDDERS

9.0 Contract amount: \$ 269,394.68

10.0 Date of Completion: 12/19/16

11.0 Name of Project, and Owner: Westwood Unified School District - Several Campus Projects
Fletcher Walker Middle School & Westwood High School

12.0 Name, address and contact information for Owner: WUSD - PO Box 1225, Westwood CA, 96137
Courtney Russell - 530-256-0112

13.0 Brief description of work involved: Remodel, ADA Upgrades, Mold Remediation, General
Construction, Prop 39.

14.0 Contract amount: \$989,634.00

15.0 Date of Completion: 8/30/2016

C. EQUIPMENT SUPPLIER LISTING

The following are the names of the manufacturers and suppliers of major items of equipment and systems to be used by the Bidder in the work.

Section Number	Equipment Description	Manufacturer and/or Supplier
5000	Steel	Martins Steel Works
8100	Doors and Frames	Midstate Specialties

D. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder Brian A. Norwood

Signature 

Company Name: Norwood Construction Services

INFORMATION REQUIRED OF BIDDERS

The Owner will check project references listed to verify information provided along with skills and capacity represented by Contractor. It is very important that the Bidder verify that all contact information is current for each name listed above.

The undersigned hereby states that all above representations are correct and true.

7/27/17

Date

Brian A. Norwood

Name

Owner

Signatory Title

Norwood Construction Services

Company Name

621047

CA Contractor License No.

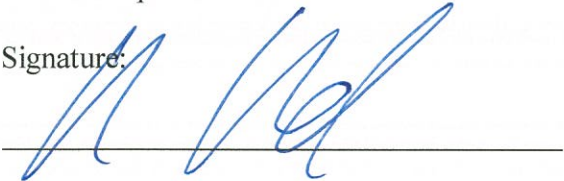
B - C-8

License Classification

6/30/2019

License Expiration Date

Signature:



NON-COLLUSION AFFIDAVIT

I, Brian A. Norwood, being first duly sworn, deposes and says that he is the Owner of Norwood Construction Svcs. the party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidder Norwood Construction Services

Signature 

Name Brian A. Norwood

Title Owner

Dated 7/27/17

CONTRACT

THIS CONTRACT is made this _____ day of _____, 201_, in the County of Sacramento, State of California, by and between the Florin Resource Conservation District, hereinafter called District, and _____, hereinafter called Contractor. The District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

EGWD Meeting and I.T. Building Project

The Contractor and its surety shall be liable to the District for any damages arising as a result of the Contractor’s failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION. The Work shall be commenced on the date stated in the District’s Notice to Proceed. The Contractor shall substantially complete all Work required by the Contract Documents within 120 calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. The District shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of _____ Dollars (\$_____). Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the District the sum of \$250 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the District may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The “Contract Documents” include the following:

- Notice Inviting Bids
- Instructions to Bidders
- Contractor's Bid Forms

CONTRACT

Contractor's Certificate Regarding Workers' Compensation
Bid Bond
Designation of Subcontractors
Information Required of Bidders
Non-Collusion Affidavit form
Contract
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Provisions (or Special Conditions)
Technical Specifications
Elk Grove Water Service Standard Construction Specifications
Addenda
Plans and Contract Drawings
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project.

ARTICLE 7. INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at 2031 Howe Avenue Suite 100, Sacramento, CA or may be obtained online at <http://www.dir.ca.gov/dlsr>. and which must be posted at the job site.

CONTRACT

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IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

<p>FLORIN RESOURCE CONSERVATION DISTRICT</p> <p>By:</p> <p>_____ Signature</p> <p>Mark J. Madison, P.E. _____ Name</p> <p>General Manager _____ Title</p> <p>Attest:</p> <p>_____ District Clerk</p> <p>Approved as to Form:</p> <p>_____ Meyers Nave</p> <p>Ruthann G. Ziegler _____ Name</p> <p>District Counsel _____ Title</p>	<p>[NAME OF CONTRACTOR]</p> <p>By:</p> <p>_____ Signature</p> <p>_____ Name</p> <p>_____ Title</p> <p>_____ License Number</p>
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CONTRACT

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, _____ (hereinafter referred to as “District”) has awarded to _____, (hereinafter referred to as the “Contractor”) an agreement for _____ (hereinafter referred to as the “Project”).

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as “Contract Documents”), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of _____ DOLLARS, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the 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 Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney’s fees, incurred by District in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District’s rights or the Contractor or Surety’s

PERFORMANCE BOND

obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the District to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the DISTRICT, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder 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 Documents or to the Project.

PERFORMANCE BOND

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20_____.

CONTRACTOR/PRINCIPAL

Name

By _____

SURETY:

By: _ Attorney-In-Fact

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$ _____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

PERFORMANCE BOND

STATE OF CALIFORNIA)
) ss.
DISTRICT OF _____)

On this _____ day of _____, in the year 20____, before me, _____, a Notary Public in and for said state, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument as the Attorney-In-Fact of the (Surety) acknowledged to me that he subscribed the name of the _____(Surety) thereto and his own name as Attorney-In-Fact.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Florin Resource Conservation District (hereinafter designated as the "District"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

(the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the District in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum 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 Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, fail to pay for any materials, provisions or other supplies, 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 amounts due under the 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 Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

PAYMENT BOND (LABOR AND MATERIALS)

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed b its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,
if corporation)

Principal (Property Name of Contractor)

By _____
(Signature of Contractor)

(Seal of Surety)

Surety

By _____
Attorney in Fact

(Attached Attorney-In-Fact Certificate and Required Acknowledgements)

*Note: Appropriate Notarial Acknowledgments of Execution by Contractor and +surety and a power of Attorney MUST BE ATTACHED.

PAYMENT BOND (LABOR AND MATERIALS)

GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

- a. Acceptable, Acceptance or words of similar import shall be understood to be the acceptance of the Engineer and/or the District .
- b. Act of God an Act of God is an earthquake of magnitude 3.5 on the Richter scale and tidal waves.
- c. Approval means written authorization by Engineer and/or District .
- d. Contract Documents includes all documents as stated in the Contract.
- e. District and Contractor are those stated in the Contract. The terms District and Owner may be used interchangeably.
- f. Day shall mean calendar day unless otherwise specifically designated.
- g. Engineer shall mean the Project Engineer and/or Manager designated by the Florin Resource Conservation District, acting either directly or through properly authorized agents, such as agents acting within the scope of the particular duties entrusted to them. Also sometimes referred to as the “District’s Representative,” “Engineer” or “Representative” in the Contract Documents.
- h. Equal, Equivalent, Satisfactory, Directed, Designated, Selected, As Required and similar words shall mean the written approval, selection, satisfaction, direction, or similar action of the Engineer and/or District.
- i. Indicated, Shown, Detailed, Noted, Scheduled or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the Engineer and/or District is intended, unless stated otherwise.
- j. Install means the complete installation of any item, equipment or material.
- k. Material shall include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract. All materials shall be new unless specified otherwise.
- l. Perform shall mean that the Contractor, at Contractor’s expense, shall take all actions necessary to complete The Work, including furnishing of necessary labor, tools, and equipment, and providing and installing Materials that are indicated, specified, or required to complete such performance.

GENERAL CONDITIONS

- m. Project is The Work planned by District as provided in the Contract Documents.
- n. Provide shall include provide complete in place, that is furnish, install, test and make ready for use.
- o. Recyclable Waste Materials shall mean materials removed from the Project site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.
- p. Specifications means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work and those portions of the Elk Grove Water Service Standard Construction Specification, including all current supplements, addenda, and revisions thereof. In the case of conflict between the Elk Grove Water Service Standard Construction Specifications and the Contract Documents, the Contract Documents shall prevail.
- q. The Work means the entire improvement planned by the District pursuant to the Contract Documents.
- r. Work means labor, equipment and materials incorporated in, or to be incorporated in the construction covered by the Contract Documents.

ARTICLE 2. CONTRACT DOCUMENTS

- a. **Contract Documents.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
- b. **Interpretations.** The Contract Documents are intended to be fully cooperative and to be complementary. If Contractor observes that any documents are in conflict, the Contractor shall promptly notify the Engineer in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:
 - 1. Change Orders or Work Change Directives
 - 2. Addenda
 - 3. Special Provisions (or Special Conditions)
 - 4. Technical Specifications
 - 5. Plans (Contract Drawings)
 - 6. Contract
 - 7. General Conditions
 - 8. Instructions to Bidders
 - 9. Notice Inviting Bids
 - 10. Contractor’s Bid Forms
 - 11. Elk Grove Water Service Standard Construction Specifications
 - 12. Standard Plans
 - 13. Reference Documents

GENERAL CONDITIONS

With reference to the Drawings, the order of precedence shall be as follows:

1. Figures govern over scaled dimensions
 2. Detail drawings govern over general drawings
 3. Addenda or Change Order drawings govern over Contract Drawings
 4. Contract Drawings govern over Standard Drawings
 5. Contract Drawings govern over Shop Drawings
- c. **Conflicts in Contract Documents.** Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard shall always apply.
- d. **Organization of Contract Documents.** Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing The Work among subcontractors or in establishing the extent of Work to be performed by any trade.

ARTICLE 3. CONTRACTS DOCUMENTS: COPIES & MAINTENANCE

Contractor will be furnished, free of charge, an electronic copy of the final Contract Documents. Additional copies will be the responsibility of the contractor.

Contractor shall maintain a clean, undamaged set of Contract Documents at the Project site. Bids must be submitted on the District's Bid Forms. Bidders may obtain a copy of the Contract Documents at: ARC Document Solutions at 801 Broadway, Sacramento, CA 95813, (916) 443-1322 or www.e-arc.com

ARTICLE 4. DETAIL DRAWINGS AND INSTRUCTIONS

- a. **Examination of Contract Documents.** Before commencing any portion of The Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.
- b. **Additional Instructions.** After notification of any error, inconsistency, ambiguity, conflict or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.

GENERAL CONDITIONS

- c. **Quality of Parts, Construction and Finish.** All parts of The Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish. In no case shall Contractor proceed with The Work without obtaining first from the Engineer such Approval may be necessary for the proper performance of Work.
- d. **Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

ARTICLE 5. EXISTENCE OF UTILITIES AT THE WORK SITE

- a. No excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the plans. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the District in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.
- b. All water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of The Work.
- c. Contractor, except in an emergency, shall contact the appropriate regional notification center, Underground Service Alert at 1-800-227-2600 at least two working days prior to commencing any excavation if the excavation will be performed in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced or carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the District has been given the identification number by the Contractor.

ARTICLE 6. SCHEDULE

- a. **Estimated Schedule.** Within seven (7) days after the issuance of the Notice to Proceed, Contractor shall prepare a Project schedule and shall submit this to the Engineer for Approval. The receipt or Approval of any schedules by the Engineer or the District shall

GENERAL CONDITIONS

not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Engineer.

- b. **Schedule Contents.** The schedule shall allow enough time for inclement weather. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. Schedule duration shall match the Contract time. Schedules indicating early completion will be rejected.
- c. **Schedule Updates.** Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the Engineer whenever requested to do so by Engineer and with each progress payment request. The Engineer may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

ARTICLE 7. SUBSTITUTIONS

- a. Pursuant to Public Contract Code Section 3400(b) the District may make a finding that is described in the invitation for bids that designates certain products, things, or services by specific brand or trade name.
- b. Unless specifically designated in the Contract Documents, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in the Contract Documents. However, the District may have adopted certain uniform standards for certain materials, processes and articles.
- c. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding

GENERAL CONDITIONS

submission of “or equal” requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed “or equal” substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with the Contractor. The District has the complete and sole discretion to determine if a material, process or article is an “or equal” material, process or article that may be substituted.

- d. Data required to substantiate requests for substitutions of an “or equal” material, process or article data shall include a signed affidavit from the Contractor stating that, and describing how, the substituted “or equal” material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted “or equal” material, process or article, and substantiates that it is an “or equal” to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted “or equal” material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the District in a timely fashion will result in the rejection of the proposed substitution.
- e. The Contractor shall bear all of the District’s costs associated with the review of substitution requests.
- f. The Contractor shall be responsible for all costs related to a substituted “or equal” material, process or article.
- g. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

ARTICLE 8. SHOP DRAWINGS

- a. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in his own Work or in that of any other contractor, subcontractor, or worker on the Project, one (1) electronic copy and three (3) copies of all shop or setting drawings, calculations, schedules, and materials list, and all other provisions required by the Contract. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Engineer. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the cover sheet of the submittal.
- b. Contractor shall make any corrections required by the Engineer, and file with the Engineer three (3) corrected copies each, and furnish such other copies as may be needed for completion of the Work. Owner’s approval of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in

GENERAL CONDITIONS

writing, called Engineer's attention to such deviations at time of submission and has secured the Engineer's written Approval. Engineer's Approval of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

ARTICLE 9. SUBMITTALS

- a. Contractor shall furnish to the Engineer for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the specifications. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.
- b. Contractor will provide samples and submittals, together with catalogs and supporting data required by the Engineer, to the Engineer within a reasonable time period to provide for adequate review and avoid delays in the Work.
- c. These requirements shall not authorize any extension of time for performance of this Contract. Engineer will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

ARTICLE 10. MATERIALS

- a. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.
- b. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.
- c. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of The Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.
- d. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the Project, to the District free from any claims, liens, or charges.
- e. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the District or any independent contractor.

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ARTICLE 11. CONTRACTOR’S SUPERVISION

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent approved by the District. Superintendent must be able to proficiently speak, read and write in English. Contractor shall continuously provide efficient supervision of the Project.

ARTICLE 12. WORKERS

- a. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.
- b. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from The Work and shall not be employed on this Project except with the written Approval of the District.

ARTICLE 13. SUBCONTRACTORS

- a. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor’s portion of The Work. Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the District.
- b. The District reserves the right to Approve all subcontractors. The District’s Approval of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.
- c. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

ARTICLE 14. PERMITS AND LICENSES

Permits and licenses necessary for prosecution of The Work shall be secured and paid for by Contractor, unless otherwise specified in the Contract Documents.

- a. Contractor shall obtain and pay for all other permits and licenses required for The Work, including excavation permit and for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than the District.

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- b. The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by governing authorities, except for such off-site inspections delineated as the District's responsibility pursuant to the Contract Documents.
- c. Before Acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the District.

ARTICLE 15. UTILITY USAGE

- a. All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. Contractor shall Provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on The Work where the utility is needed. Upon completion of The Work, Contractor shall remove all temporary distribution systems.
- b. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Project.
- c. All permanent meters Installed shall be listed in the Contractor's name until Project Acceptance.
- d. If the Contract is for construction in existing facilities, Contractor may, with prior written Approval of the District, use the District's existing utilities by compensating the District for utilities used by Contractor.

ARTICLE 16. INSPECTION FEES FOR PERMANENT UTILITIES

All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by the District. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by the District. Contractor may either request reimbursement from the District for such fees, or shall be responsible for arranging and coordination with District for the payment of such fees.

ARTICLE 17. TRENCHES

- a. Trenches Five Feet or More in Depth. The Contractor shall submit to the District, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If the plan varies from shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations.

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b. Excavations Deeper than Four Feet. If work under this Contract involves digging trenches or other excavation that extends deeper than four feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

- 1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- 2) Subsurface or latent physical conditions at the site differing from those indicated.
- 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The District shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of The Work, shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between the District and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of The Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

ARTICLE 18. DIVERSION OF RECYCLABLE WASTE MATERIALS

In compliance with the applicable City of Elk Grove's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests if required by the City. Contractor shall complete and execute any certification forms required by the City or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

ARTICLE 19. REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to the District in writing. The District shall contract for any services required to

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directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the District and Contractor.

ARTICLE 20. SANITARY FACILITIES

Contractor shall provide sanitary temporary toilet buildings for the use of all workers. All toilets shall comply with local codes and ordinances. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by CAL-OSHA regulation. The toilets shall be maintained in a sanitary condition at all times. Use of toilet facilities in The Work under construction shall not be permitted. Any other Sanitary Facilities required by CAL-OSHA shall be the responsibility of the Contractor.

ARTICLE 21. AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

Without limiting the foregoing, Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the Air Quality Management District (AQMD) and/or California Air Resources Board (CARB). Although the AQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by AQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify District against any fines or penalties imposed by AQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in Article 48, Indemnification.

ARTICLE 22. COMPLIANCE WITH STATE STORM WATER PERMIT

- a. **Permit Compliance.** It shall be the responsibility of the Contractor to file a Notice of Intent and procure a State Water Resources Control Board (State Water Board) Water Quality Order No. 99-08-DWQ, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity (Permit) for all projects that involve construction on or disturbance of one acre or more of land.
- b. **SWPPP.** Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating work. Contractor shall be responsible for procuring, implementing and complying with the provisions of

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the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a “living document” that changes as necessary to meet the conditions and requirements of job Site as it progresses through different phases of construction and is subject to different weather conditions.

- c. **Consideration of Costs.** As stated in the Instruction to Bidders, it was the responsibility of the Contractor in preparing its bid to evaluate and include in the bid the cost of procuring the Permit and preparing the SWPPP, as well as complying with the SWPPP, any monitoring required by the Permit and any necessary revisions to the SWPPP.
- d. **Other Applicable Laws.** Contractor shall also comply with the lawful requirements of any applicable municipality, the District, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system(s) or other water courses under their jurisdiction, including applicable requirements in municipal storm water management programs. This requirement applies to all projects, including those projects that impact less than one acre or disturb less than one acre.
- e. **Run-on Drainage.** Storm, surface, nuisance or other waters may be encountered at various times during the course of construction. By submitting its bid, Contractor acknowledged that it investigated the risk arising from such waters, prepared its bid accordingly, and assumed any and all liabilities arising therefore.
- f. **Liability for Non-Compliance.** Failure to comply with the Permit or any applicable municipal permit is a violation of law and may be subject to penalties, fines, or additional regulatory requirements. In addition to the other indemnities included herein, Contractor hereby agrees to indemnify and hold harmless District, its officers, directors, agents and employees from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of noncompliance with the Permit or the applicable municipal permit, unless such noncompliance is the result of District’s sole established negligence, willful misconduct or active negligence.

ARTICLE 23. CLEANING UP

- a. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Upon completion of Work, Contractor shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site. Contractor shall also clean all

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buildings, asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment.

- b. Contractor shall fully clean up the site at the completion of The Work. If the Contractor fails to immediately clean up at the completion of The Work, the District may do so and the cost of such clean up shall be charged back to the Contractor.

ARTICLE 24. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out The Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense. Layout shall be done by a registered civil engineer Approved by the Engineer. Any required “as-built” drawings of the Work shall be prepared by the registered civil engineer.

ARTICLE 25. EXCESSIVE NOISE

- a. The Contractor shall use only such equipment on the work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by CAL-OSHA.
- b. The Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

ARTICLE 26. TESTS AND INSPECTIONS

- a. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority require any part of The Work to be tested or Approved, Contractor shall provide the Engineer at least two (2) working days notice of its readiness for observation or inspection. If inspection is by a public authority other than the District, Contractor shall promptly inform the District of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for District testing and District inspection shall be paid by the District. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.
- b. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of

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the testing at the Contractor's cost in compliance with the Contract Documents.

- c. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the District, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.
- d. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the District so that the District may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into The Work.
- e. If the manufacture of materials to be inspected or tested will occur in a plant or location outside the geographic limits of District, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.
- f. Reexamination of Work may be ordered by the District. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the District shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

ARTICLE 27. PROTECTION OF WORK AND PROPERTY

- a. The Contractor shall be responsible for all damages to persons or property that occur as a result of The Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the District. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.
- b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Engineer or the District. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the District and the Contractor.
- c. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all

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Work, materials, equipment, appliances, and tools against damage by weather conditions.

d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by The Work operations. Contractor shall:

- 1) Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.
- 2) Provide substantial barricades around any shrubs or trees indicated to be preserved.
- 3) Deliver materials to the Project site over a route designated by the Engineer.
- 4) Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the District shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.
- 5) Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Engineer. Contractor shall not unreasonably encumber the Project site with its materials.
- 6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, at no cost to the District.
- 7) Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the District.
- 8) Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.
- 9) At the completion of work each day, leave the Project site in a clean, safe condition.
- 10) Comply with any stage construction and traffic handling plans. Access to residences and businesses shall be maintained at all times.

These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefor.

e. Should damage to persons or property occur as a result of The Work, Contractor shall be

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responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The District shall be entitled to inspect and copy any such documentation, video, or photographs.

ARTICLE 28. CONTRACTORS MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to Perform The Work. In no case shall the Contractor’s means and methods deviate from commonly used industry standards.

ARTICLE 29. AUTHORIZED REPRESENTATIVES

The District shall designate representatives, who shall have the right to be present at the Project site at all times. The District may designate an inspector who shall have the right to observe all of the Contractor’s Work. The inspector is not authorized to make changes in the Contract Documents. The inspector shall not be responsible for the Contractor’s failure to carry out The Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

ARTICLE 30. HOURS OF WORK

- a. Eight (8) hours of work shall constitute a legal day’s work. The Contractor and each subcontractor shall forfeit, as penalty to the District, twenty-five dollars (\$25) for each worker employed in the execution of Work by the Contractor or any subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, except as provided in Labor Code Section 1815.
- b. Work shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m.
- c. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on District-observed holidays, unless otherwise Approved by the Engineer:
 - 1) Powered Vehicles
 - 2) Construction Equipment
 - 3) Loading and Unloading Vehicles
 - 4) Domestic Power Tool.

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ARTICLE 31. PAYROLL RECORDS

- a. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.
- b. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the District. The Contractor shall also provide the following:
 - 1) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 - 2) A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the Department of Industrial Relations ("DIR").
- c. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.
- d. Any copy of records made available for inspection and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor shall not be marked or obliterated.
- e. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this section. Should noncompliance still be evident after such ten (10) day period, the Contractor shall, as a penalty to the District, forfeit Twenty-five Dollars (\$25.00) for each day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the DIR, such penalties shall be withheld from contract payments.

ARTICLE 32. PREVAILING RATES OF WAGES

- a. The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the

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performance of other requirements on certain “public works” and “maintenance” projects. Since this Project involves an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the District.

Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the Project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

- b. The Contractor and each subcontractor shall forfeit as a penalty to the District not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontractor under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.
- c. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

ARTICLE 33. EMPLOYMENT OF APPRENTICES

The Contractor’s attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by the Contractor or any subcontractor. The Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Section 1777.5, 1777.6, and 1777.7 of the Labor Code. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

ARTICLE 34. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY/EMPLOYMENT ELIGIBILITY

Pursuant to Labor Code Section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment

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because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

Employment Eligibility; Contractor. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Contract, and shall not violate any such law at any time during the term of the Contract. Contractor shall avoid any violation of any such law during the term of this Contract by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the District or its representatives for inspection and copy at any time during normal business hours. The District shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.16 or any of its sub-sections.

Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Contract to make the same verifications and comply with all requirements and restrictions provided for in Section 3.16.1.

Employment Eligibility; Failure to Comply. Each person executing this Contract on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the District to terminate the Contract for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.16.1 or 3.16.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.16.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

ARTICLE 35. LABOR/EMPLOYMENT SAFETY

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4.

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ARTICLE 36. WORKERS' COMPENSATION INSURANCE

The Contractor shall Provide, during the life of this Contract, workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Project site, and, in case any of sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Project site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code. The Contractor shall file with the District certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the District, if in the form and coverage as set forth in the Contract Documents.

ARTICLE 37. EMPLOYER'S LIABILITY INSURANCE

Contractor shall provide during the life of this Contract, Employer's Liability Insurance, including Occupational Disease, in the amount of, at least, one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide District with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the District.

ARTICLE 38. COMMERCIAL GENERAL LIABILITY INSURANCE

- a. Contractor shall procure and maintain during the life of this Contract and for such other period as may be required herein, at its sole expense, occurrence version Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products/completed operations if applicable, personal and advertising injury – which may arise from or out of Contractor's operations, use, and management of the Project site, or the performance of its obligations hereunder. Policy limits shall not be less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the District, and shall not

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preclude the District from taking such other actions available to the District under other provisions of the Contract Documents or law.

- c. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the District harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the District as a result thereof.
- d. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.
- e. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions, relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the District may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.
- f. Such insurance shall comply with the provisions of Article 42 below.

ARTICLE 39. AUTOMOBILE LIABILITY INSURANCE

Contractor shall take out and maintain at all times during the term of this occurrence version Contract Automobile Liability Insurance in the amount of, at least, one million dollars (\$1,000,000). Such insurance shall provide coverage for bodily injury and property damage including coverage for non-owned and hired vehicles, in a form and with insurance companies acceptable to the District. Such insurance shall comply with the provisions of Article 42 below.

ARTICLE 40. BUILDER'S RISK ["ALL RISK"]

- a. It is the Contractor's responsibility to maintain or cause to be maintained Builder's Risk ["All Risk"] extended coverage insurance on all work, material, equipment, appliances, tools, and structures which are a part of the Contract and subject to loss or damage by fire, and vandalism and malicious mischief, in an amount to cover 100% of the replacement cost. The District accepts no responsibility until the Contract is formally accepted by the Governing Board for the work. The Contractor is required to file with the District a

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certificate evidencing fire insurance coverage.

- b. Provide insurance coverage on completed value form, all-risk or special causes of loss coverage.
 - 1) Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.
 - 2) Coverage shall include all materials stored on site and in transit.
 - 3) Coverage shall include Contractor's tools and equipment.
 - 4) Insurance shall include boiler, machinery and material hoist coverage.
- c. Such insurance shall comply with the provisions of the Contract Documents.

ARTICLE 41. FORM AND PROOF OF CARRIAGE OF INSURANCE

- a. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the District Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VIII. Insurance deductibles or self-insured retentions must be declared by the Contractor, and such deductibles and retentions shall have the prior written consent from the District. At the election of the District the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- b. Contractor shall cause its insurance carrier(s) to furnish the District with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the District Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. The District, its Directors and officers, employees, agents or representatives are named as Additional Insureds and Provide a Waiver of Subrogation in favor of those parties. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to the District prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the District may terminate or Stop Work pursuant to the Contract Documents, unless the District receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Project site, or commence operations under this Agreement until the District has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements or policies of insurance including all Endorsements and any and all other attachments as

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required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

- c. It is understood and agreed to by the parties herto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the District's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- d. It is understood and agreed to by the parties herto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the District's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- e. The District reserves the right to adjust the monetary limits of insurance coverage's during the term of this Contract including any extension thereof-if in the District's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
- f. Contractor shall pass down the insurance obligations contained herein to all tiers of sub-contractors working under this Contract.

ARTICLE 42. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- a. **Time for Completion/Liquidated Damages.** Work shall be commenced within ten (10) days of the date stated in the District's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The District is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the District's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the District (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If The Work is not completed as stated in the Contract Documents, it is understood that the District will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each day of delay until The Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.
- b. **Inclement Weather.** Contractor shall abide the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.

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- c. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of The Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the District in writing of causes of delay. The District shall ascertain the facts and extent of delay and grant extension of time for completing The Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.
- d. **No Damages for Reasonable Delay.** The District's liability to Contractor for delays for which the District is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the District be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable District delay, including delays caused by items that are the responsibility of the District pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

ARTICLE 43. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the District:

- a. Within ten (10) Days of award of the Contract a detailed estimate giving a complete breakdown of the Contract price;
- b. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the District to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.
- c. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the Engineer, for unit price items listed, if any, in the Bid Form.
- d. Following the District's Acceptance of the Work, the Contractor shall submit to the District a written statement of the final quantities of unit price items for inclusion in the final payment request.
- e. Following the District's Acceptance of the Work, the Contractor shall submit to the District a written statement of the final quantities of unit price items for inclusion in the final payment request.

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- f. Following the District’s Acceptance of the Work, the Contractor shall submit to the District a written statement of the final quantities of unit price items for inclusion in the final payment request.
- g. Following the District’s Acceptance of the Work, the Contractor shall submit to the District a written statement of the final quantities of unit price items for inclusion in the final payment request.
- h. Following the District’s Acceptance of the Work, the Contractor shall submit to the District a written statement of the final quantities of unit price items for inclusion in the final payment request.
- i. The District shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

ARTICLE 44. MOBILIZATION

- a. When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate (“Initial Mobilization”). When no bid item is provided for “Initial Mobilization,” payment for such costs will be deemed to be included in the other items of The Work.
- b. Payment for Initial Mobilization based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of the Engineer. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:
 - 1. Obtaining and paying for all bonds, insurance, and permits.
 - 2. Moving on to the Project site of all Contractor’s plant and equipment required for first month’s operations.
 - 3. Installing temporary construction power, wiring, and lighting facilities.
 - 4. Establishing fire protection system.
 - 5. Developing and installing a construction water supply.
 - 6. Providing and maintaining the field office trailers for the Contractor, complete with all specified furnishings and utility services including telephones, telephone

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appurtenances, computer and printer, and copying machine.

7. Providing on-site communication facilities including telephones, radio pagers, and fax machines.
8. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.
9. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.
10. Arranging for and erection of Contractor's work and storage yard.
11. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.
12. Full-time presence of Contractor's superintendent at the job site as required herein.
13. Submittal of Construction Schedule as required by the Contract Documents.

ARTICLE 45. PAYMENTS

- a. The District shall make monthly progress payments following receipt of undisputed and properly submitted payment requests. Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of Work performed up to the last day of the previous month, less the aggregate of previous payments.
- b. The Contractor shall, after the full completion of The Work, submit a final payment application. All prior progress estimates shall be subject to correction in the final estimate and payment.
- c. Unless otherwise required by law, the final payment of five percent (5%) of the value of the Work, if unencumbered, shall be paid no later than sixty (60) Days after the date of recordation of the Notice of Completion.
- d. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the District arising from this Contract.
- e. Payments to the Contractor shall not be construed to be an acceptance of any defective work or improper materials, or to relieve the Contractor of its obligations under the Contract Documents.

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- f. The Contractor shall submit with each payment request the Contractor's conditional waiver of lien for the entire amount covered by such payment request, as well as a valid unconditional waiver of lien from the Contractor and all subcontractors and materialmen for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code Section 3262. Prior to final payment by the District, the Contractor shall submit a final waiver of lien for the Contractor's work, together with releases of lien from any subcontractor or materialmen.

ARTICLE 46. PAYMENTS WITHHELD AND BACKCHARGES

In addition to amounts which the District may retain under other provisions of the Contract Documents the District may withhold payments due to Contractor as may be necessary to cover:

- a. Stop Notice Claims.
- b. Defective work not remedied.
- c. Failure of Contractor to make proper payments to its subcontractors or suppliers.
- d. Completion of the Contract if there exists a reasonable doubt that the work can be completed for balance then unpaid.
- e. Damage to another contractor or third party.
- f. Amounts which may be due the District for claims against Contractor.
- g. Failure of Contractor to keep the record ("as-built") drawings up to date.
- h. Failure to provide updates on the construction schedule.
- i. Site clean up.
- j. Failure of the Contractor to comply with requirements of the Contract Documents.
- k. Liquidated damages.
- l. Legally permitted penalties.

Upon completion of the Contract, the District will reduce the final Contract amount to reflect costs charged to the Contractor, backcharges or payments withheld pursuant to the Contract Documents.

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ARTICLE 47. CHANGES AND EXTRA WORK

a. Change Order Work.

- 1) The District, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, the Contract amount and Contract time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract amount or the Contract time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
- 2) All claims for additional compensation to the Contractor shall be presented in writing before the expense is incurred and will be adjusted as provided herein. No work shall be allowed to lag pending such adjustment, but shall be promptly executed as directed, even if a dispute arises. No claim will be considered after the work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by Contractor. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions and provisions of the original Contract.
- 3) Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract time, within seven (7) Days after receipt of a scope of a proposed change order, unless the District requests that proposals be submitted in less than seven (7) Days.
- 4) Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.
- 5) Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the District.
- 6) Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the District.
- 7) If the Contractor fails to submit the cost proposal within the seven (7) Day period (or as requested), the District has the right to order the Contractor in writing to commence the work immediately on a force account basis and/or issue a lump sum

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change to the contract price in accordance with the District's estimate of cost. If the change is issued based on the District estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the District's estimate was in error.

- 8) Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:
- (a) Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
 - (b) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials cost shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the Engineer shall determine the materials cost, at its sole discretion.
 - (c) Tool and Equipment Use. No payment will be made for the use of small tools, tools which have a replacement value of \$1,000 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.
 - (d) Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:
 - i. "Net Cost" is defined as consisting of costs of labor, materials and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up.
 - ii. For Work performed by the Contractor's forces the added cost for

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overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work.

- iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work to which the Contractor may add five (5%) percent of the subcontractor's Net Cost.
 - iv. For Work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the Net Cost for Work to which the subcontractor and general contractor may each add an additional five (5 %) percent of the Net Cost of the lower tier subcontractor.
 - iv. No additional mark up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by District exceed twenty-five (25%) percent of the Net Cost as defined herein.
- 9) For added or deducted Work by subcontractors, the Contractor shall furnish to the District the subcontractor's signed detailed estimate of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.
- 10) For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the District a detailed estimate or quotation of the cost to the Contractor, signed by such vendor or supplier.
- 11) Any change in The Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.
- 12) Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the change order for work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the District's change order form in an attempt to reserve additional rights.
- 13) If the District disagrees with the proposal submitted by Contractor, it will notify the Contractor and the District will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the District, a change order will be

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issued by the District. If no agreement can be reached, the District shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the District within fifteen (15) Days of the issuance of the unilateral change order, disputing the terms of the unilateral change order.

- 14) No dispute, disagreement or failure of the parties to reach agreement on the terms of the change order shall relieve the Contractor from the obligation to proceed with performance of the work, including extra work, promptly and expeditiously.
- 15) Any alterations, extensions of time, extra work or any other changes may be made without securing consent of the Contractor's surety or sureties.

ARTICLE 48. OCCUPANCY

The District reserves the right to occupy or utilize any portion of The Work at any time before completion, and such occupancy or use shall not constitute Acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

ARTICLE 49. INDEMNIFICATION

Contractor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of District's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its officials, officers, agents, employees and representatives. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse District, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

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ARTICLE 50. RECORD (“AS BUILT”) DRAWINGS

- a. Contractor shall prepare and maintain a complete set of record drawings (herein referred to as “as-builts”) and shall require each trade to prepare its own as-builts. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire alarm, gas and plumbing. Contractor shall mark the as-builts to show the actual installation where the installation varies from the Work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and where shop drawings are used, Contractor must record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of The Work.
- b. Contractor shall note related change order numbers where applicable. Contractor shall organize as-builts into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set. Contractor to also provide an electronic version of the as-builts. The suitability of the as-builts will be determined by the Engineer.

ARTICLE 51. RESOLUTION OF CONSTRUCTION CLAIMS

- a. In accordance with Public Contract Code Sections 20104 *et seq.* and other applicable law, public works claims of \$375,000 or less which arise between the Contractor and the District shall be resolved under the following the statutory procedure unless the District has elected to resolve the dispute pursuant to Public Contract Code Section 10240 *et seq.*
- b. **All Claims:** All claims shall be submitted in writing and accompanied by substantiating documentation. Claims must be filed on or before the date of final payment unless other notice requirements are provided in the contract. "Claim" means a separate demand by the claimant for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the claimant and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled, or (3) an amount the payment of which is disputed by the District.
- c. **Claims Under \$50,000.** The District shall respond in writing to the claim within 45 days of receipt of the claim, or, the District may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the District may have. If additional information is needed thereafter, it shall be provided upon mutual agreement of the District and the claimant. The District's written response shall be submitted 15 days after receiving the additional documentation, or within the same period of time taken by the claimant to produce the additional information, whichever is greater.

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- d. **Claims over \$50,000 but less than or equal to \$375,000.** The District shall respond in writing within 60 days of receipt, or, may request in writing within 30 days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims the District may have against the claimant. If additional information is needed thereafter, it shall be provided pursuant to mutual agreement between the District and the claimant. The District's response shall be submitted within 30 days after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater. The Contractor shall make these records and documents available at all reasonable times, without any direct charge.
- e. The Contractor will submit the claim justification in the following format:
- 1) Summary of claim merit and price, and Contract clause pursuant to which the claim is made.
 - 2) List of documents relating to claim
 - (a) Specifications
 - (b) Drawings
 - (c) Clarifications (Requests for Information)
 - (d) Schedules
 - (e) Other
 - 3) Chronology of events and correspondence
 - 4) Analysis of claim merit
 - 5) Analysis of claim cost
 - 6) Analysis of time impact analysis in CPM format
 - 7) Cover letter and certification of validity of the claim
- f. If the claimant disputes the District's response, or if the District fails to respond within the statutory time period(s), the claimant may so notify the District within 15 days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, the District shall schedule a meet and confer conference within 30 Days.
- g. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code 900 et seq. and

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Government Code 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.

- h. Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by District, is a condition precedent to any action, proceeding, litigation, suit, general conditions claim, or demand for arbitration by Contractor.

ARTICLE 52. DISTRICT'S RIGHT TO TERMINATE CONTRACT

- a. **Termination for Cause:** The District may, without prejudice to any other right or remedy, serve written notice upon Contractor of its intention to terminate this Contract if the Contractor: (i) refuses or fails to prosecute The Work or any part thereof with such diligence as will ensure its completion within the time required; (ii) fails to complete The Work within the required time; (iii) should file a bankruptcy petition or be adjudged a bankrupt; (iv) should make a general assignment for the benefit of its creditors; (v) should have a receiver appointed; (vi) should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials to complete the work; (vii) should fail to make prompt payment to subcontractors or for material or labor; (viii) persistently disregard laws, ordinances, other requirements or instructions of the District; or (ix) should violate any of the provisions of the Contract Documents.

The notice of intent to terminate shall contain the reasons for such intention to terminate. Unless within ten (10) Days after the service of such notice, such condition shall cease or satisfactory arrangements (acceptable to the District) for the required correction are made, this Contract shall be terminated. In such case, Contractor shall not be entitled to receive any further payment until the Project has been finished. The District may take over and complete The Work by any method it may deem appropriate. Contractor and its surety shall be liable to the District for any excess costs or other damages incurred by the District to complete the Project. If the District takes over The Work, the District may, without liability for so doing, take possession of and utilize in completing The Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Project site.

- b. **Termination For Convenience:** The District may terminate performance of The Work in whole or, in part, if the District determines that a termination is in the District's interest.

The Contractor shall terminate all or any part of The Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the District, the extent of termination, and the effective date of such termination.

After receipt of Notice of Termination, and except as directed by the District, the

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Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

- 1) Stop Work as specified in the Notice.
 - 2) Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
 - 3) Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
 - 4) Terminate all subcontracts to the extent that they relate to the portions of The Work terminated.
 - 5) Place no further subcontracts or orders, except as necessary to complete the remaining portion of The Work.
 - 6) Submit to the District, within ten (10) Days from the effective date of the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the District's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by the District no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by the District's Termination for Convenience."
 - 7) These provisions are in addition to and not in limitation of any other rights or remedies available to the District.
- c. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the District may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the District or the Contract is terminated.

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ARTICLE 53. WARRANTY AND GUARANTEE

- a. Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents; and that all Work conforms to the Contract Document requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.
- b. Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for one year.
- c. The Contractor shall remedy at its expense any damage to District-owned or controlled real or personal property.
- d. Contractor shall furnish the District with all warranty and guarantee documents prior to final Acceptance of the Project by the District.
- e. The District shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the county shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense.
- f. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the District may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.
- g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under this Contract, the Contractor shall:
 - 1) Obtain for District all warranties that would be given in normal commercial practice;
 - 2) Require all warranties to be executed, in writing, for the benefit of the District; and
 - 3) Enforce all warranties for the benefit of the District, unless otherwise directed in writing by the District.

This Article shall not limit the District's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. The District specifically reserves all rights related to defective work, including but not limited to the defect claims pursuant to California Code of Civil Procedure Section 337.15.

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ARTICLE 54. DOCUMENT RETENTION & EXAMINATION

- a. In accordance with Government Code Section 8546.7, records of both the District and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.
- b. Contractor shall make available to the District any of the Contractor's other documents related to the Project immediately upon request of the District.
- c. In addition to the State Auditor rights above, the District shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the District, for a period of four (4) years after final payment.

ARTICLE 55. SOILS INVESTIGATIONS

When a soils investigation report for the Project site is available, such report shall not be a part of the Contract Documents. Any information obtained from such report as to subsurface soil condition, or to elevations of existing grades or elevations of underlying rock, is approximate only and is not guaranteed. Contractor acknowledges that any soils investigation report (including any borings) was prepared for purposes of design only and Contractor is required to examine the site before submitting its bid and must make whatever tests it deems appropriate to determine the underground condition of the soil.

ARTICLE 56. SEPARATE CONTRACTS

- a. The District reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.
- b. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the work in place or discrepancies with the Contract Documents.
- c. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the District in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease

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Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The District shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

ARTICLE 57. NOTICE AND SERVICE THEREOF

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to District shall be addressed to the District as designated in the Notice Inviting Bids unless District designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) Days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

ARTICLE 58. NOTICE OF THIRD PARTY CLAIMS

Pursuant to Public Contract Code Section 9201, the District shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

ARTICLE 59. STATE LICENSE BOARD NOTICE.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

ARTICLE 60. INTEGRATION

- a. Oral Modifications Ineffective. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.
- b. Contract Documents Represent Entire Contract. The Contract Documents represent the entire agreement of the District and Contractor.
- c. The failure of either Party to insist upon strict performance of any of the terms, conditions or covenants in this Agreement shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants herein contained, unless such waiver is in writing.

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ARTICLE 61. CHANGE IN NAME AND NATURE OF CONTRACTOR’S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor’s legal entity, the Contractor shall first notify the District in order that proper steps may be taken to have the change reflected on the Contract.

ARTICLE 62. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the District 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. Section 15) or under the Cartwright Act (chapter 2 (commencing with Section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time the District makes final payment to the Contractor, without further acknowledgment by the parties.

ARTICLE 63. PROHIBITED INTERESTS

No District official or representative who is authorized in such capacity and on behalf of the District to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

ARTICLE 64. LAWS AND REGULATIONS

- a. Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified by their terms. References to specific laws, rules or regulations in this Contract are for reference purposes only, and shall not limit or affect the applicability of provisions not specifically mentioned. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall bear all costs arising therefrom.

- b. Contractor shall be responsible for familiarity with the Americans with Disabilities Act (“ADA”) (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA laws, rules and regulations. Contractor shall comply with the Historic Building Code, including, but not limited to, as it relates to the ADA, whenever applicable.

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- c. Contractor acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

ARTICLE 65. PATENT FEES OR ROYALTIES.

The Contractor shall include in its bid amount the patent fees or royalties on any patented article or process furnished or used in the Work. Contractor shall assume all liability and responsibility arising from the use of any patented, or allegedly patented, materials, equipment, devices or processes used in or incorporated with The Work, and shall defend, indemnify and hold harmless the District, its officials, officers, agents, employees and representatives from and against any and all liabilities, demands, claims, damages, losses, costs and expenses, of whatsoever kind or nature, arising from such use.

ARTICLE 66. OWNERSHIP OF DRAWING

All Contract Documents furnished by the District are District property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the District on request at completion of The Work.

ARTICLE 67. NOTICE OF TAXABLE POSSESSORY INTEREST

In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

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"ARTICLE 68 SHALL BE ADDED TO THE GENERAL CONDITIONS TO READ AS FOLLOWS:

ARTICLE 68. VALUE ENGINEERING CHANGE PROPOSALS (VECP)

Value Engineering - Modifications to the project which are proposed by the Contractor and which provide the product or services equal to that called for in the project specifications, but at lower cost than the cost of those products or services designated in the specifications.

- a. Applicability - The provisions of this section shall apply only to Value Engineering Change Proposals (VECPs) resulting in net cost savings of Twenty Thousand dollars (\$20,000) or greater.
- b. Future Changes - The Contractor is entitled to share in the net cost savings of the VECP to the full extent provided for in this section and in the change order implementing the VECP. However, the net cost savings shall not continue to subsequent contract change orders nor other modifications of the contract which may change the service provided or increase the quantity of any item related to the VECP.
- c. VECP Submittal - The Contractor must submit all VECPs to the Engineer after receipt of the Notice To Proceed and prior to surpassing forty percent (40%) of the contract time allowed in Section 01010-3.0, Time Allowed For Completion. The number of copies of the VECP submitted shall be in accordance with that designated for submittals in Section 01300, SUBMITTALS.

The Contractor shall include the following information for each VECP, in a form acceptable to the Engineer:

- 1) Description of the differences between the existing design and the proposed design.
- 2) Description of the advantages and disadvantages of the existing design and the proposed design.
- 3) If the function of an item is altered, the justification for altering that function.
- 4) The effect of the proposed modifications on the performance of the system or facility.

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- 5) Any test data regarding the proposed modification.
 - 6) A listing and analysis of all design criteria and specifications that must be changed if the VECP is accepted.
 - 7) A separate detailed estimate of the impact on the project costs, together with a copy of the Contractor's approved schedule of values or costs.
 - 8) A description and estimate of costs the District may incur to implement the VECP, including, but not limited to, design changes, inspection, testing, and evaluation costs.
 - 9) A prediction of any effects the VECP may have on life-cycle costs.
 - 10) The effect of the VECP on design and construction schedules.
 - 11) All preliminary engineering data necessary to support approval of the VECP.
- d. Acceptance of VECP by District - The District shall have sole discretion to determine whether or not to accept a VECP. The District's decision shall be final.

A VECP will be rejected if it causes an increase to the contract amount.

Within thirty (30) days after receipt of a VECP by the Engineer, the Contractor shall be notified in writing that the VECP is acceptable, rejected, or additional time is required for the Engineer's response.

If determined acceptable, the Engineer will initiate a contract change order to implement the VECP. A VECP which is acceptable shall be incorporated into the project only through a contract change order.

- e. Contractor's Right to Withdraw VECP - The Contractor has the right to withdraw part or all of any VECP at any time prior to written acceptance by the District. Such withdrawal shall be made in writing. Each VECP submitted by the Contractor shall remain valid for a period of thirty (30) days from the date received, unless extended by the Engineer. If the Contractor desires to withdraw the VECP prior to its acceptance or rejection, the Contractor shall be liable for the costs incurred by the District in reviewing the VECP.
- f. Change Order Content For Accepted VECP - The contract change order for an accepted VECP shall offer to the Contractor fifty percent (50%) of the net cost savings, as determined by the Engineer. The change order shall detail the cost

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savings of each contract item that is part of the final accepted VECP. The net cost savings shall be accomplished through progress payments for the various items of work listed in the contract change order.

- g. Identical VECP - A VECP identical to a VECP submitted under any other contract, by the Contractor, or any other contractor, may also be submitted under this contract, provided that the VECP originated with such contractor and not with the District, Design Consultant, or Engineer.
- h. Restrictions - The Contractor may restrict the District's right to use any VECP data by marking it with the following statement:

“This data, furnished pursuant to the Value Engineering Change Proposal section of this contract, shall not be duplicated, used or disclosed, in whole or in part, for any purpose except to evaluate the VECP, unless the VECP is accepted by the District. This restriction does not limit the City's right to use information contained in this data if it is or has been obtained, or is otherwise available from the Contractor or from other sources, without limitations. When this VECP is accepted by the District, the District shall have the right to duplicate, use and disclose any data in any manner and for any purpose whatsoever, and have others do so whether under this or any other contract.”

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PLANS & TECHNICAL SPECIFICATIONS

THE FOLLOWING PLANS AND TECHNICAL SPECIFICATIONS ARE INCORPORATED
HEREIN BY REFERENCE AS IF SET FORTH IN THEIR ENTIRETY:

PART A – PLANS

1. G-0.01 GENERAL INFORMATION
2. G-0.02 GREEN BUILDING CODE
3. G-0.03 ACCESSIBILITY PLANS ELEVATIONS AND TYPICAL DETAILS
4. G-0.04 ACCESSIBLE STANDARDS
5. C1 PROJECT COVER SHEET
6. C2 CIVIL PLANS
7. A 1.01 SITE PLAN
8. A 2.01 FLOOR AND ROOF PLANS
9. A 2.02 REFLECTED CEILING PLAN
10. A 3.01 EXTERIOR ELEVATIONS AND BUILDING SECTIONS
11. A 4.01 SCHEDULES, AND DETAILS
12. A 4.02 DETAILS
13. S1.0 GENERAL NOTES
14. S1.1 TYPICAL DETAILS
15. S2.1 FOUNDATION PLAN
16. S2.2 ROOF FRAMING PLAN
17. S3.1 DETAILS
18. M0 MECHANICAL LEGEND, NOTES & SCHEDULES
19. M1 MECHANICAL FLOOR PLAN & T-24
20. E1.1 SCHEDULES
21. E2.1 ELECTRICAL SITE PLAN
22. E3.1 ELECTRICAL PLAN

PART B – TECHNICAL SPECIFICATIONS

EGWD MEETING AND IT BUILDING PROJECT