

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

Wednesday, October 26, 2016

6:30 PM

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

- a. Recognition of Wilfredo Quintero for 10 Years of Service

Associate Director Comment

Public Comment

2. Consent Calendar (Stefani Phillips, Board Secretary and Jim Malberg, Treasurer)

- a. Minutes of Special Meeting of September 28, 2016
- b. Minutes of Regular Board Meeting of September 28, 2016
- c. FRCDCash Flow Worksheet – September, 2016
- d. Warrants Paid – September, 2016
- e. Active Accounts – September, 2016
- f. Bond Covenant Status for FY 2016-17 – September, 2016
- g. Revenues and Expenses – Actual vs Budget FY 2016-17 – September, 2016
- h. Cash Accounts – September, 2016
- i. Consultants Expenses – September, 2016
- j. Major Capital Improvement Projects – September, 2016

Associate Director Comment

Public Comment

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

3. Fiscal Year 2015-16 Comprehensive Annual Financial Report

(Jim Malberg, Finance Manager/Treasurer)

Associate Director Comment

Public Comment

Recommended Action: Approve a motion accepting the Fiscal Year 2015-16 Comprehensive Annual Financial Report

4. Committee Meetings (Stefani Phillips, Board Secretary)

Associate Director Comment

Public Comment

5. Florin Resource Conservation District Conservation Activities Report

(Mark J. Madison, General Manager)

Associate Director Comment

Public Comment

6. Water Usage Report (Mark J. Madison, General Manager)

Associate Director Comment

Public Comment

7. Elk Grove Water District Operations Report – September 2016

(Mark J. Madison, General Manager)

Associate Director Comment

Public Comment

8. Hampton Village Water Treatment Plant Improvements Project Contract

(Bruce Kamilos, Assistant General Manager)

Associate Director Comment

Public Comment

Recommended Action: Approve a motion authorizing the General Manager to execute a construction contract, in the amount \$252,515, with Division 5-15 for the Hampton Village Water Treatment Plant Improvements project, and transfer \$72,515 of approved FY 16/17 CIP funds from the RRWTF Tanks & Vessels Recoating

project to the Hampton Village Water Treatment Improvements project

9. Florin Resource Conservation District/Elk Grove Water District GIS Classification and Salary Study (Stefani Phillips, Human Resources Administrator)

Associate Director Comment

Public Comment

Recommended Action: Adopt Resolution No. 10.26.16.01 approving the Florin Resource Conservation District/Elk Grove Water District GIS Classification and Salary Study and authorizing changes to the Florin Resource Conservation District's Organization Chart and the Elk Grove Water District Salary Schedule

10. Elk Grove Water District Fiscal Year 2016-17 Quarterly Operating Budget Status Report (Jim Malberg, Finance Manager/Treasurer)

Associate Director Comment

Public Comment

11. Elk Grove Water District Fiscal Year 2016-17 Quarterly Capital Reserve Status Report (Jim Malberg, Finance Manager/Treasurer)

Associate Director Comment

Public Comment

12. General Manager's Report (Mark J. Madison, General Manager)

Associate Director Comment

Public Comment

13. RRWTF Tanks and Vessels Recoating Project Contract (Bruce Kamilos, Assistant General Manager)

Associate Director Comment

Public Comment

Recommended Action: Approve a motion rejecting the low bid received from River City Painting for the recoating of the storage tanks and filter vessels at the Railroad Water Treatment Facility (RRWTF), and authorizing the General Manager to award and execute the attached construction contract to the next low bidder, Cal Sierra Construction, in the amount \$168,200 for this project

14. Directors Comments and Information

Adjourn to Regular Meeting – To be determined.

October 26, 2016

TO: Chairman and Directors of the Florin Resource Conservation District

FROM: Stefani Phillips, Board Secretary and Jim Malberg, Treasurer

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.

FINANCIAL SUMMARY

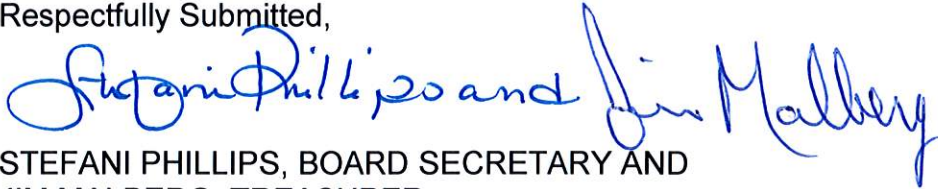
N/A

October 26, 2016

CONSENT CALENDAR

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Respectfully Submitted,



STEFANI PHILLIPS, BOARD SECRETARY AND
JIM MALBERG, TREASURER

SP

Attachments

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

Wednesday, September 28, 2016

The regular meeting of the Florin Resource Conservation District Board of Directors was called to order at 6:00 p.m. by Chuck Dawson, Chair, at 9257 Elk Grove Blvd, Elk Grove CA.

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

Directors Present: Chuck Dawson, Bob Gray, Elliot Mulberg, Tom Nelson, Jeanne Sabin
Directors Absent: None
Staff Present: Mark J. Madison, General Manager; Bruce Kamilos, Assistant General Manager; Stefani Phillips, Board Secretary
Associate Directors Present: None
General Counsel Present: Ann Siprelle, Best Best & Krieger (BB&K)
Consultants Present: None

Public Comment

No comments were made.

1. Closed Session

- a. CONFERENCE WITH LABOR NEGOTIATORS (Gov't. Code Section 54957.6)
Agency designated representatives: Mark J. Madison, General Manager
Unrepresented employee: GIS Technician I

Nothing to report out of closed session.

Adjourn to regular board meeting.

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, September 28, 2016

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

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

Directors Present: Chuck Dawson, Bob Gray, Elliot Mulberg, Tom Nelson, Jeanne Sabin
Directors Absent: None
Staff Present: Mark J. Madison, General Manager; Stefani Phillips, Board Secretary; Bruce Kamilos, Assistant General Manager; Jim Malberg, Finance Manager
Associate Directors Present: Lisa Medina
General Counsel Present: Ann Siprelle, Best Best & Krieger (BB&K)
Consultants Present: None

Public Comment

None

1. Closed Session

- a. CONFERENCE WITH LABOR NEGOTIATORS (Gov't. Code Section 54957.6)
Agency designated representatives: Mark J. Madison, General Manager
Unrepresented employee: GIS Technician I

No reportable action was taken.

2. Proclamations and Announcements

Mark Madison, General Manager, recognized Denise Maxwell, Senior Utility Billing Specialist, for her ten years of service (2006-2016) with the District.

Chuck Dawson, Chairman, stated that Ms. Maxwell does an outstanding job.

3. Consent Calendar

- a. Minutes of Regular Board Meeting of July 27, 2016
- b. FRCD Cash Flow Worksheet – July, 2016
- c. FRCD Cash Flow Worksheet – August, 2016
- d. Warrants Paid – July, 2016
- e. Warrants Paid – August, 2016
- f. Active Accounts – July, 2016
- g. Active Accounts – August, 2016
- h. Bond Covenant Status for FY 2016-17 – July, 2016
- i. Bond Covenant Status for FY 2016-17 – August, 2016
- j. Revenues and Expenses – Actual vs Budget FY 2016-17 – July, 2016
- k. Revenues and Expenses – Actual vs Budget FY 2016-17 – August, 2016
- l. Cash Accounts – July, 2016
- m. Cash Accounts – August, 2016
- n. Consultants Expenses – July, 2016
- o. Consultants Expenses – August, 2016
- p. Major Capital Improvement Projects – July, 2016
- q. Major Capital Improvement Projects – August, 2016

r. Authorizing Deposit and Withdrawal of Monies from Farmers and Merchants Bank

Mr. Malberg updated item f to clarify the calculations and make it more transparent.

MSC (Mulberg/Sabin) to approve FRCD Consent Calendar items a. - q. 5/0: Ayes: Dawson, Gray, Mulberg, Nelson and Sabin.

MSC (Nelson/Sabin) to approve FRCD Consent Calendar item r. and adopt Resolution No. 09.28.16.01 of the Board of Directors of the Florin Resource Conservation District authorizing the deposit and withdrawal of monies from Farmers and Merchants Banks 5/0: Ayes: Dawson, Gray, Mulberg, Nelson and Sabin.

Bob Gray, Director, complimented Jim Malberg, Finance Manager, on the investment returns.

Director Gray inquired if there are any variable rates. Mr. Malberg replied no, there is not.

4. **Natural Resources Conservation Services Report**

Dwane Coffey, District Conservationist, presented the Natural Resources Conservation Services Report to the Board.

Mr. Coffey commented that there is a new RCD Handbook available and to contact Amanda Platt for copies.

Stefani Phillips, Board Secretary stated she will ask for the new RCD Handbooks for the Board.

Elliot Mulberg, Director, inquired if there are any grant opportunities next year. Mr. Coffey responded there are small grant opportunities (a couple thousand) available. Mr. Mulberg asked Mr. Coffey to let Mr. Madison know of any grant opportunities.

5. **Committee Meetings**

Stefani Phillips, Board Secretary, presented the Committee Meetings to the Board. There was one committee meeting held in the month of August:

- Conservation Committee Meeting – August 31, 2016

MSC (Sabin/Nelson) to accept the minutes of the Conservation Committee Meeting held on August 31, 2016. 5/0: Ayes: Dawson, Gray, Mulberg, Nelson and Sabin.

6. **Florin Resource Conservation District Conservation Activities Report**

Mr. Madison presented the Florin Resource Conservation District Conservation Activities Report to the Board. In summary, most of the work conducted for FRCD related matters involved the exploration of potential development mitigation activities. Staff also expended efforts to research dry well construction, including working with the American River Basin Stormwater Resource Planning group funded by a Proposition 1 grant, and began researching the potential for urban farming in Elk Grove.

Chairman Dawson made a comment regarding dry wells and that he is not sure if the District needs groundwater recharge.

Lisa Medina, Associate Director, spoke on seepage pits and drywells.

Mr. Madison spoke more about the City of Elk Grove's projects.

Mr. Mulberg suggested to ask the County if they have any dry well projects.

7. Water Usage Report and Continuation with the Normal Water Stage of the Elk Grove Water District Water Shortage Contingency Plan

Mr. Madison presented the Water Usage Report and Continuation with the Normal Water Stage of the Elk Grove Water District Water Shortage Contingency Plan to the Board. In summary, for the month of July, service area 1 reduced its waters consumption by 25.6% in comparison to July 2013 usage. Service area 2 reduced by 14.2% for the same period. The combined reduction for both service areas was 21.7%. For the month of August, service area 1 reduced its waters consumption by 22.5% in comparison to August 2013 usage. Service area 2 reduced by 15.2% for the same period. The combined reduction for both service areas was 20.0%.

Director Gray inquired if the percentage reduction in service area 2 was so low due to the schools. Mr. Madison responded that he would look into this and relay his findings to the Board.

The Board agreed to continue with the Normal Water Stage of the Elk Grove Water District's Water Shortage Contingency Plan.

8. Elk Grove Water District Operations Report – July and August 2016

Mr. Madison presented summary points of the Elk Grove Water District Operations Report – July and August 2016 to the Board.

Comments and inquiries included:

- Door Hangers and shutoffs went up considerably in August, it appears to be due to vacations
- Staff continued to do a lot of hydrant maintenance and valve exercising
- Wells 4D, 11D, 14D, and 3 have been the main sources of supply for Service Area 1
- Well 3 – motor still runs very hot (just over 250 degrees)
- Total production for Service Area 1 was about the same for July and August – about 160 million gallons
- Total customer usage for EGWD (SA1 and SA2) is about the same as it was in 2014 (about 260 million gallons, but this is still down about 20% from 2013)
- The static and pumping water level data includes the third quarter measurements. The static levels still show that the water table remains stable
- There have been no problems with water quality or regulatory compliance
- There have been no wastewater discharges from wither the Railroad Plant of the Hampton Well and Plant
- All preventative maintenance activities have been performs in compliance with our Standard Operating Procedure
- 11 safety meetings held over the past two months and there has been 223 days since the District's last reportable injury.
- 4 service line leaks over the past two months and no main line leaks
- 6 service line replacements have been completed – the utility crew has been mainly working on the CSD and Railroad Water Line projects
- Pressures in both Service Areas 1 and 2 have remained sufficient and balanced

Chairman Dawson inquired if Well 3 is a potential hazard due to the motor running so hot. Mr. Madison responded stating that staff is watching the motor very carefully.

Sophia Sherman inquired what the status of selling Well 6 was. Bruce Kamilos, Assistant General Manager, responded and explained the process of how to sell the property.

Ms. Sherman inquired if the damaged fence on the well site off Emerald Oak could be repaired. Mr. Madison responded and stated that he would get that fixed immediately.

9. Truck Purchase for Replacement of Truck #301

Mr. Kamilos presented the Truck Purchase for Replacement of Truck #301 to the Board. In summary, the replacement of Truck #301 was approved in the Fiscal Year Capital Improvement Program (FY 2016-17 CIP). Per FRCD Policy No. 3 (Purchases of Goods and Services from Outside Vendors), a competitive bidding process was used to acquire three (3) bids for a 1-ton truck with utility box. The lowest priced, qualified, responsible bidder is Downtown Ford with a bid amount of \$51,067.98.

MSC (Nelson/Sabin) to authorize the General Manager to execute a purchase order, in the amount \$51,067.98 (including tax and license), with Downtown Ford to purchase a 1-ton truck to replace Truck #301 5/0: Ayes: Dawson, Gray, Mulberg, Nelson and Sabin.

10. Renew Small Utility Enterprise License Agreement for Esri ArcGIS Software

Mr. Kamilos presented the Renewal of the Small Utility Enterprise License Agreement for Esri ArcGIS Software to the Board. In summary, the agreement that the EGWD has with Esri is nearing the end of its current three-year term. The agreement provides software tools that allow EGWD employees access to critical water system maps and information.

MSC (Mulberg/Dawson) to authorize the General Manager to execute an agreement in the amount of \$81,000 to renew the Small Utility Enterprise License Agreement with Esri for another three-year term. 5/0: Ayes: Dawson, Gray, Mulberg, Nelson and Sabin.

11. Florin Resource Conservation District/Elk Grove Water District 2018-2022 Strategic Plan

Mr. Madison presented the Florin Resource Conservation District/Elk Grove Water District 2018-2022 Strategic Plan to the Board.

A discussion followed.

Director Sabin suggested to wait and start the Strategic Plan kickoff meeting in January 2017 after new board members are seated.

Director Mulberg suggested to have the Strategic Plan kickoff meeting in October.

The Board agreed to start scheduling the kickoff meeting as soon as possible.

Director Gray suggested to provide a definition of the Utility Crew in the Strategic Plan.

12. Voluntary Donations by Elk Grove Water District Customers to Non-Profit Organization

Mr. Malberg presented the Voluntary Donations by Elk Grove Water District Customers to Non-Profit Organization to the Board.

A discussion followed.

Chairman Dawson made comments regarding why this interested him.

Director Mulberg suggested that the District create its own non-profit foundation. Mr. Malberg responded stating he will look into this.

Director Sabin inquired if the charities purpose is to help low income individuals or can donations go to other non-profit groups. Mr. Madison responded stating the District would need to entertain proposals from the non-profit groups.

Mr. Madison commented that the state will be hosting workshops and conducting a webinar for these types of programs within the next month.

Mr. Madison suggested to bring this item brought back to the Board in October. The board agreed to bring this item back to the regular board meeting in October.

Mr. Kamilos suggested that the District could have a portal available through the website that would go straight to the charitable organization and could be advertised through the Water Drop newsletter. The Board agreed that there would need to be more discussion on this item.

13. Candidate Statement Payment Source Discussion

Ms. Phillips presented and provided background regarding the Candidate Statement Payment Source to the Board.

Chairman Dawson commented that he would like to give candidates a level playing field.

A discussion followed.

The board agreed to not take action on this item.

14. Conflict of Interest Code

Ms. Phillips presented the Conflict of Interest Code to the Board. In summary, the Political Reform Act required that state and local government agencies review their Conflict of Interest Code every two years.

The following amendments have been made to include the following positions:

- Assistant General Manager
- Human Resources Administrator
- Program Manager

The following title changes have been made to the following positions:

- From Water Distribution Foreman to Water Distribution Supervisor
- From Water Treatment Foreman to Water Treatment Supervisor

Financial Consultants were removed from the code.

Director Gray inquired how the Treasurer was established. Mr. Madison responded stating that he could provide the Board documentation that validates the Treasurer position.

MSC (Mulberg/Nelson) to adopt Resolution 09.28.16.02 of the Board of Directors of the Florin Resource Conservation District Amending the Conflict of Interest Code Pursuant to the Political Reform Act of 1974. 5/0: Ayes: Dawson, Gray, Mulberg, Nelson and Sabin.

15. General Manager's Report

Mr. Madison presented the General Manager's Report to the Board. He covered through the lists of FRCD activities and EGWD activities.

16. Directors Comments and Information

Director Jeanne Sabin commented that on September 15, 2016 she attended a BBK event in Burbank, CA called, "Reimagining the Cadillac Desert."

Adjourn to Regular Meeting on Wednesday, October 26, 2016 at 6:30 p.m.

Respectfully submitted,

Stefani Phillips

Stefani Phillips, Board Secretary

SP/CR



FRCD Cash Flow For the Month Ended September 30, 2016

Cash in Bank – Beginning	\$ 89,868.25
Receipts:	
Interest Earned	\$.89
Disbursements:	
Check # 1034-Badawi & Associates	-\$ 1,152.00
Cash in Bank – Ending	\$ 88,717.14

Check History Report

9/1/2016 to 9/30/2016
Elk Grove Water District

Check Number	Check Date	Vendor Number	Name	Check	Explanation
041243	9/15/2016	A. TEIC	A. TEICHERT & SON, INC	524.36	
041244	9/15/2016	ACWAJPI	CB&T/ ACWA-JPIA	54,119.87	Materials/Supplies-CSD Business Center
041245	9/15/2016	AFLAC	AFLAC	1,511.99	
041246	9/15/2016	AWWA2	California Nevada Section-AWWA	85.00	
041247	9/15/2016	BEN RES	BENEFIT RESOURCE, INC	100.00	
041248	9/15/2016	BG SOLU	SOLUTIONS BY BG INC.	5,277.13	Daily Tasks/Help Tickets
041249	9/15/2016	BRINKS	BRINK'S INCORPORATED	274.99	
041250	9/15/2016	BSK4	BSK ASSOCIATES	648.00	Sampling-Treatment
041251	9/15/2016	CITY EG	CITY OF ELK GROVE	77.85	
041252	9/15/2016	CONSOLI	CONSOLIDATED	238.45	Ethernet Service
041253	9/15/2016	CONSOLI	CONSOLIDATED	1,252.07	Phones-MOC/ADMIN
041254	9/15/2016	COUNTY	COUNTY OF SACRAMENTO	35,303.00	2016-2017 Contribution (SCGA)
041255	9/15/2016	COUNTY4	SACRAMENTO COUNTY	28.14	
041256	9/15/2016	COUNTY6	COUNTY OF SACRAMENTO	587.00	Annual Fee for Hazardous Materials Permit- Hampton Well #13
041257	9/15/2016	COUNTY6	COUNTY OF SACRAMENTO	587.00	Annual Fee for Hazardous Materials Permit- Emily St Well #3
041258	9/15/2016	COUNTY6	COUNTY OF SACRAMENTO	587.00	Annual Fee for Hazardous Materials Permit- Ranch Park Well #8
041259	9/15/2016	COUNTY6	COUNTY OF SACRAMENTO	587.00	Annual Fee for Hazardous Materials Permit- Railroad St
041260	9/15/2016	COUNTY6	COUNTY OF SACRAMENTO	587.00	Annual Fee for Hazardous Materials Permit- Polhemus Dr Well #9
041261	9/15/2016	CSDS	CSDS SACRAMENTO	128.19	
041262	9/15/2016	EMP REL	EMPLOYEE RELATIONS, INC	50.50	
041263	9/15/2016	FASTENA	FASTENAL COMPANY	283.29	Materials/Supplies-MOC
041264	9/15/2016	FID 12	FIDELITY NATIONAL TITLE	146.24	Account Closed-Credit Refund
041265	9/15/2016	FIRECOD	FIRECODE SAFETY EQUIPMENT	41.04	
041266	9/15/2016	GOLDEN	GOLDEN STATE FLOW	1,694.95	Materials/Supplies-Distribution
041267	9/15/2016	GRAINGE	GRAINER	697.61	Materials/Supplies-Treatment
041268	9/15/2016	HANFORD	HANFORD SAND & GRAVEL,	554.40	
041269	9/15/2016	INT STA	INTERSTATE OIL COMPANY	1,680.34	Fuel
041270	9/15/2016	JAN PRO	JAN-PRO CLEANING SYSTEMS	515.00	Janitorial-MOC/ADMIN
041271	9/15/2016	JMENDOZ	JOSE MENDOZA	221.38	Clothing Reimbursement
041272	9/15/2016	JOHN'S	JOHN'S SALT SERVICE INC.	4,830.00	Materials/Supplies-Treatment
041273	9/15/2016	KAISER2	KAISER FOUNDATION HEALTH	270.00	
041274	9/15/2016	NTS	NTS MIKEDON, LLC	365.50	
041275	9/15/2016	OREILLY	O'REILLY AUTO PARTS	153.92	
041276	9/15/2016	PAGE	PAGE SUPPLY CORP	10,547.79	(3) Invoices-Materials/Supplies-CSD Business Center
041277	9/15/2016	PLACER	RIVER CITY RENTALS	600.00	Forklift Rental-CSD Business Center

041278	9/15/2016	RCB BK	CARD SERVICE CENTER	951.42	ACWA Conference, Repairs MOC
041279	9/15/2016	RCB MM	CARD SERVICE CENTER	2,579.59	Contracted Services, ACWA Conference (Mark, Stefani and Tom), Meals
041280	9/15/2016	RCB RS	CARD SERVICE CENTER	1,436.14	Materials/Supplies-Utility Crew
041281	9/15/2016	RCB SP	CARD SERVICE CENTER	1,196.86	Training, ACWA conference, Employee Recognition
041282	9/15/2016	RCB SS	CARD SERVICE CENTER	1,774.53	Materials/Supplies, Computer for Associate Engineer
041283	9/15/2016	RCBJC	CARD SERVICE CENTER	2,660.58	Materials/Supplies-Distribution
041284	9/15/2016	REPUBLI	REPUBLIC SERVICES #922	875.77	
041285	9/15/2016	ROOCO	ROOCO RENTS	9,214.84	(12) Invoices-Materials/Supplies-CSD Business Center
041286	9/15/2016	ROTH	ROTH STAFFING COMPANIES,	1,069.30	Temporary Customer Service Help
041287	9/15/2016	SIERRA	SIERRA OFFICE SUPPLIES	162.39	
041288	9/15/2016	STEVE S	STEVE SHAW	32.25	Clothing Reimbursement
041289	9/15/2016	SWRCB2	SWRCB-DWOCF	90.00	ADMIN-Copier
041290	9/15/2016	TOSHIBA	TOSHIBA FINANCIAL SERVICES	528.93	
041291	9/15/2016	ULTRA	ULTRA TRUCK WORKS, INC	86.29	
041292	9/15/2016	VERIZON	VERIZON WIRELESS	418.41	
041293	9/15/2016	WILL SC	WILLIAM SCOTSMAN, INC.	1,204.55	Temporary Office Trailer-MOC
041294	9/22/2016	A. TEIC	A. TEICHERT & SON, INC	514.08	Materials/Supplies-CSD Business Center
041295	9/22/2016	BAY ALA	BAY ALARM COMPANY	324.45	
041296	9/22/2016	BAY ALA	BAY ALARM COMPANY	36.75	
041297	9/22/2016	CDW	CDW GOVERNMENT	442.26	
041298	9/22/2016	CR DAP	DANIEL PEREZ	3.82	
041299	9/22/2016	CR FID	FIDELITY NATIONAL TITLE	6.46	Account Closed-Credit Refund
041300	9/22/2016	CR FID	FIDELITY NATIONAL TITLE	15.86	Account Closed-Credit Refund
041301	9/22/2016	CR FTT	FIDELITY NATIONAL TITLE	24.80	Account Closed-Credit Refund
041302	9/22/2016	CRCH	CHICAGO TITLE CO	26.07	Account Closed-Credit Refund
041303	9/22/2016	CRF BAT	BARBARA TOY	21.53	Account Closed-Credit Refund
041304	9/22/2016	CRF BDR	BRAD DRIGGERS	68.11	Account Closed-Credit Refund
041305	9/22/2016	CRF CMO	CONNIE MONTALBANO	46.25	Account Closed-Credit Refund
041306	9/22/2016	CRF FT	FIRST AMERICAN TITLE	63.26	Account Closed-Credit Refund
041307	9/22/2016	CRF FT	FIRST AMERICAN TITLE	14.74	Account Closed-Credit Refund
041308	9/22/2016	CRF FZH	FESAHAYE & ZAID HIABU	67.15	Account Closed-Credit Refund
041309	9/22/2016	CRF GB	GARY BOBO	787.62	Account Closed-Credit Refund
041310	9/22/2016	CRF KJO	KATHY JOHNSON	1.04	Account Closed-Credit Refund
041311	9/22/2016	CRF LEN	LENNAR HOMES CA, INC	10.14	Account Closed-Credit Refund
041312	9/22/2016	CRF NT	NORTH AMERICAN TITLE	51.22	Account Closed-Credit Refund
041313	9/22/2016	CRF NT	NORTH AMERICAN TITLE	334.35	Account Closed-Credit Refund
041314	9/22/2016	CRF NT	NORTH AMERICAN TITLE	349.39	Account Closed-Credit Refund
041315	9/22/2016	CRF ODL	OLD REPUBLIC TITLE	139.40	Account Closed-Credit Refund
041316	9/22/2016	CRF PGO	PAUL GOETZ	5,703.48	Account Closed-Credit Refund
041317	9/22/2016	CRF PKG	PAUL & KATHLEEN GASTA	18.89	Account Closed-Credit Refund
041318	9/22/2016	CRF RBB	RENEA B BRACKEN	17.42	Account Closed-Credit Refund
041319	9/22/2016	CRF RGJ	RANDAL & GAYLA JOHNSON	49.76	Account Closed-Credit Refund
041320	9/22/2016	CRF RRO	REALITY ROUNDUP	25.13	Account Closed-Credit Refund

041321	9/22/2016	CRF SBE	STEVE BENDER	10.42	Account Closed-Credit Refund
041322	9/22/2016	CRF STE	STEWART TITLE	41.27	Account Closed-Credit Refund
041323	9/22/2016	CRFBJT	BARBARA JO THURMAN	99.84	Account Closed-Credit Refund
041324	9/22/2016	CRFCHO	CHIEN NGO	30.89	Account Closed-Credit Refund
041325	9/22/2016	CRFD0C	DONTON CONSTRUCTION	7.23	Account Closed-Credit Refund
041326	9/22/2016	CRFF	FIDELITY NATIONAL TITLE	80.07	Account Closed-Credit Refund
041327	9/22/2016	CRFJAG	JACOB GULLION	22.37	Account Closed-Credit Refund
041328	9/22/2016	CRFJW	JANET WESTFALL	108.98	Account Closed-Credit Refund
041329	9/22/2016	CRFJZI	JAMES ZIMMERMAN	3.12	Account Closed-Credit Refund
041330	9/22/2016	CRFO	ORANGE COAST TITLE	15.77	Account Closed-Credit Refund
041331	9/22/2016	CRFORA	ORANGE COAST TITLE	98.38	Account Closed-Credit Refund
041332	9/22/2016	CRFORA	ORANGE COAST TITLE	53.46	Account Closed-Credit Refund
041333	9/22/2016	CRFPAL	PATTY LEW	16.29	Account Closed-Credit Refund
041334	9/22/2016	CRFPLA7	PLACER TITLE COMPANY	16.17	Account Closed-Credit Refund
041335	9/22/2016	CRFSNO	SARAH NORLUND	34.94	Account Closed-Credit Refund
041336	9/22/2016	CRFTA9	TAMI HAMSTENGEL	8.63	Account Closed-Credit Refund
041337	9/22/2016	CRFTEA	THE ESCROW AGENCY INC	99.42	Account Closed-Credit Refund
041338	9/22/2016	CRFTTC	TIMIOS TITLE CO	69.26	Account Closed-Credit Refund
041339	9/22/2016	CRFXIH	XIAOLAN HUANG	32.46	Account Closed-Credit Refund
041340	9/22/2016	CRRMAR	MARIPOSA MANAGEMENT	25.53	Account Closed-Credit Refund
041341	9/22/2016	FASTENA	FASTENAL COMPANY	550.39	Account Closed-Credit Refund
041342	9/22/2016	FRONT C	FRONTIER COMMUNICATIONS	1.00	Materials/Supplies-Distribution
041343	9/22/2016	GOLDEN	GOLDEN STATE FLOW	1,175.83	(2) Invoices-Materials/Supplies-Distribution
041344	9/22/2016	HOLT	HOLT OF CALIFORNIA	23.43	
041345	9/22/2016	ISCC	ISCC, INC	149.00	
041346	9/22/2016	JAYS	JAY'S TRUCKING SERVICE	861.44	Materials/Supplies-CSD Business Center
041347	9/22/2016	OLD	OLD REPUBLIC TITLE	19.78	Account Closed-Credit Refund
041348	9/22/2016	PACE	PACE SUPPLY CORP	6,737.57	(5) Invoices-Materials/Supplies-Distribution
041349	9/22/2016	PEST	PEST CONTROL CENTER INC	80.00	Temporary Customer Service Help
041350	9/22/2016	PIT2	PITNEY BOWES GLOBAL	197.66	Clothing Reimbursement
041351	9/22/2016	PREFERR	PRFERRED ALLIANCE	43.00	
041352	9/22/2016	ROTH	ROTH STAFFING COMPANIES,	672.32	
041353	9/22/2016	SIERRA	SIERRA OFFICE SUPPLIES	459.70	
041354	9/22/2016	T FRANK	TRAVIS FRANKLIN	96.49	
041355	9/22/2016	WILL SC	WILLIAM SCOTSMAN, INC.	174.07	
041356	9/29/2016	A. TEIC	A. TEICHERT & SON, INC	751.57	Materials/Supplies-CSD Business Center
041357	9/29/2016	ALL STA	ALL STAR RENTS	109.95	
041358	9/29/2016	ARC	ARC	26.11	
041359	9/29/2016	BG SOLU	SOLUTIONS BY BG INC.	5,000.91	Daily Tasks/Help Tickets
041360	9/29/2016	C&T	C & T SPECIALTIES	81.00	
041361	9/29/2016	CPS	COOPERATIVE PERSONNAL	7,181.26	Program Manager-Recruitment
041362	9/29/2016	EG FORD	ELK GROVE FORD	94.00	Repairs & Maintenance-Vehicles
041363	9/29/2016	EG FORD	ELK GROVE FORD	94.00	
041364	9/29/2016	EG FORD	ELK GROVE FORD	94.00	

041365	9/29/2016	FEIST	FEIST CABINETS &	204.00
041366	9/29/2016	FREDER	DAVID FREDERICK	97.60
041367	9/29/2016	MAXWELL	DENISE MAXWELL	4,747.00
041368	9/29/2016	NTS	NTS MIKEDON. LLC	674.90
041369	9/29/2016	PACE	PACE SUPPLY CORP	1,268.47
041370	9/29/2016	PEST	PEST CONTROL CENTER INC	80.00
041371	9/29/2016	RADIAL	RADIAL TIRE OF ELK GROVE	1,190.51
041372	9/29/2016	ROOCO	ROOCO RENTS	1,992.28
041373	9/29/2016	ROTH	ROTH STAFFING COMPANIES,	1,104.96
041374	9/29/2016	SAC ICE	SAC ICE	547.17
041375	9/29/2016	SAC LAF	SACRAMENTO LAFCO	2,791.00
041376	9/29/2016	SIERRA	SIERRA OFFICE SUPPLIES	313.68
041377	9/29/2016	ZOOM	ZOOM IMAGING SOLUTIONS, INC	257.39
			Total:	199,419.22

Education Reimbursement
(5) Invoices-Materials/Supplies-CSD Business Center
Materials/Supplies-CSD Business Center

(4) Invoices-Materials/Supplies-CSD Business Center
Temporary Customer Service Help
Repairs & Maintenance-MOC
2016-2017 Fees

Elk Grove Water District
 Active Account Information
 9/30/2016

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
Water Accounts: Metered												
Residential	11,670	11,674	11,671									
Commercial	520	521	523									
Fire Service	174	174	175									
Total Accounts	12,364	12,369	12,369	-	-	-	-	-	-	-	-	-

Elk Grove Water District
 Active Account Information
 FY 2015/2016

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
Water Accounts: Metered												
Residential	11,669	11,658	11,647	11,637	11,643	11,656	11,649	11,632	11,654	11,666	11,659	11,665
Commercial	513	517	518	521	519	519	521	522	521	521	521	519
Fire Service	121	122	122	124	122	122	122	122	122	123	122	174
Total Accounts	12,303	12,297	12,287	12,282	12,284	12,297	12,292	12,276	12,297	12,310	12,302	12,358

Elk Grove Water District

Bond Covenant Status

For Fiscal Year 2016-17

As of Sept. 30, 2016

Operating Revenues:	
Charges for Services	\$ 4,187,158
 Operating Expenses:	
Salaries & Benefits	954,573
Seminars, Conventions and Travel	7,384
Office & Operational	242,504
Purchased Water	887,514
Outside Services	143,969
Equipment Rent, Taxes, an Utilities	90,141
Total Operating Expenses	2,326,085
 Income From Operations	 <u><u>\$ 1,861,073</u></u>
 Interest & Principal Payments	
1,757,900+1,440,000	799,475 *
 Debt Service Coverage Ratio:	
Actual	2.33
Required	1.15

* Note: The calculation for the period = the percentage of the year completed.

Elk Grove Water District
Revenues and Expenses Actual to Budget
September 30, 2016

General Ledger Reference	September Activity	September Budget	Variance	%	YTD Activity	Annual Budget	3/12=25.00%	
							Variance	% Realized
Revenues	1,389,875	1,145,472	244,404	21.34%	\$4,187,158	\$13,745,658	(\$9,558,500)	30.46%
Salaries & Benefits ⁽¹⁾	274,287	299,617	(25,330)	-8.45%	\$954,573	\$3,595,403	(\$2,640,830)	26.55%
Seminars, Conventions and Travel	4,452	3,714	737	19.86%	\$7,384	\$44,570	(\$37,186)	16.57%
Office & Operational	73,667	87,132	(13,466)	-15.45%	242,504	\$1,045,589	(\$803,085)	23.19%
Purchased Water ⁽²⁾	887,514	243,561	643,953	264.39%	\$887,514	\$2,922,734	(\$2,035,220)	30.37%
Outside Services	31,331	71,150	(39,819)	-55.96%	143,969	\$853,800	(\$709,831)	16.86%
Equipment Rent, Taxes, Utilities	3,434	32,068	(28,633)	-89.29%	90,141	\$384,813	(\$294,672)	23.42%
Total Operational Expenses	1,274,686	737,242	537,443	72.90%	\$2,326,084	\$8,846,909	(\$6,520,825)	26.29%
Net Operations	115,190				\$1,861,074	\$4,898,749	(\$3,037,675)	4.17%
Non-Operating Revenue								
Interest Earned	352	8,333	(7,981)		1,336	100,000	(98,664)	1.34%
Other Income	2,596	2,214	383		8,436	26,566	(18,130)	31.75%
					9,772	126,566	(116,794)	7.72%
Non-Operating Expenses								
Capital Equipment & Expenditures	141,667	141,667	0		425,000	1,700,000	(1,275,000)	25.00%
Bond Interest Accrued	146,492	146,492	0		439,475	1,757,900	(1,318,425)	25.00%
					864,475	3,457,900	(2,593,425)	25.00%
Revenues in Excess of Expenditures (Net Revenues)	(170,020)				1,006,371	1,567,415	(561,044)	
Capital Contributions					425,000	1,700,000	(1,275,000)	25.00%
Capital Expenses								
Capital Improvements					156,701	1,384,000	(1,227,299)	11.32%
Capital Replacements					5,679	1,044,000	(1,038,321)	0.54%
Equipment					41,063	120,000	(78,937)	34.22%
Bond Retirement:					360,000	1,440,000	(1,080,000)	25.00%
Total Capital And Debt Retirement Expenditures					563,443	3,988,000	(3,424,557)	14.13%
Net Position after Capital and Debt Retirement Expenditures					867,928	(720,585)	1,588,513	-120.45%

(1) Approximately \$64,176 of the budgeted \$528,352 of salary & benefit expenses has been capitalized to various capital projects.
(2) Estimated Expenditures: Purchased Water \$302,506.77 in July; \$299,200.08 in Aug. & \$285,807.56 in Sept.

Florin Resource Conservation District
CASH - Detail Schedule of Investments
9/30/2016

G/L Account Fund	Account number / name	Investment Name	Investment Type	Restrictions	Market Value		
Held by BOND TRUSTEE:							
1103-000-20 Water	BNY 113757 FRCD 2002 INST PMT SER B	Dreyfus Inst Treasury	MM Mutual Fund	Restricted	2.00		
1102-000-20 Water	BNY 113759 FRCD 2002 INST PMT SER B	Dreyfus Inst Treasury	MM Mutual Fund	Restricted	1.01		
1123-000-20 Water	BNY 113756 FRCD INST PMT SER A	Dreyfus Inst Treasury	MM Mutual Fund	Restricted	3.47		
1111-000-20 Water	BNY 113585 FRCD 2005 A INST PM	Dreyfus Inst Treasury	MM Mutual Fund	Restricted	192,433.29		
1112-000-20 Water	BNY 113587 FRCD 2005 A RES FD	Dreyfus Inst Treasury	MM Mutual Fund	Restricted	1.00		
1112-000-20 Water	BNY 743849 FRCD 2016A COI	Dreyfus Inst Treasury	MM Mutual Fund	Restricted	23,345.99		
1112-000-20 Water	BNY 743850 FRCD 2016A DEBT SERVICE	Dreyfus Inst Treasury	MM Mutual Fund	Restricted	0.00		
				Subtotal	\$ 215,786.76		
1001-000-20 Water	Cash on Hand			Unrestricted	\$ 300.00		
HELD BY RIVER CITY BANK:							
1010-000-10 FRCD	RCB 1111057982 CHECKING ACCOUNT			Unrestricted	35.89		
1011-000-10 FRCD	F&M 08-032009-01 CHECKING ACCOUNT			Unrestricted	88,681.25		
1010-000-20 Water	RCB 1111063486 GENERAL CHECKING			Unrestricted	29,386.58		
1011-000-20 Water	F&M 08-032017-01 OPERATING ACCOUNT			Unrestricted	267,901.49		
1020-000-20 Water	RCB 1111028001 MONEY MARKET			Unrestricted	485,148.49		
1030-000-20 Water	RCB 1111025851 CHARGE CARD ACCOUNT			Unrestricted	1.12		
1031-000-20 Water	F&M 08-032812-01 CREDIT CARD ACCOUNT			Unrestricted	218,167.33		
1040-000-20 Water	RCB 1111096589 HIGH YIELD MONEY MARKET			Unrestricted	654,632.01		
1050-000-20 Water	RCB 1111095502 DEBT SERVICE ACCOUNT			Unrestricted	0.00		
1060-000-20 Water	RCB 1111097844 PAYROLL ACCOUNT			Unrestricted	141,678.94		
1061-000-20 Water	F&M 08-032890-01 PAYROLL ACCOUNT			Unrestricted	0.00		
1070-000-20 Water	RCB 1111097933 WEB PAYMENT RECEIPTS			Unrestricted	0.00		
1071-000-20 Water	F&M 08-032920-01 DRAFTS ACCOUNT			Unrestricted	93,266.46		
				Subtotal	\$ 1,978,899.56		
INVESTMENTS							
1080-000-20 Water	Office of the Treasurer - Sacramento California	LAF	Investment Pool	Unrestricted	\$ 354,223.42		
1081-000-20 Water	CAL Trust Short Term		Investment	\$ 753,520.54	\$ 754,066.22		
1081-000-20 Water	CAL Trust Medium Term		Investment	\$ 503,561.81	\$ 504,398.70		
1082-000-20 Water							
	PURCHASE DATE	CALL DATE	MATURITY DATE	INTEREST RATE	YTM	COST	MARKET VALUE
	9/30/2016	N/A	N/A	0.02%	0.02%	\$ 8,455.96	\$ 8,455.96
	6/14/2016	6/14/17 - one time	12/14/2018	1.150%	1.090%	\$ 500,745.00	\$ 500,560.00
	6/28/2016	9/28/16 - qtrly	6/28/2019	1.00%-2.00%	1.371%	\$ 1,000,000.00	\$ 1,000,290.00
	6/30/2016	12/30/16 - qtrly	12/30/2019	1.375%	1.375%	\$ 1,000,000.00	\$ 1,000,250.00
	9/30/2016	3/30/17 - qtrly	3/30/2020	1.250%	1.250%	\$ 1,000,000.00	\$ 999,070.00
	6/9/2016	9/1/16 - cont.	12/1/2020	1.625%	1.625%	\$ 1,000,000.00	\$ 1,000,010.00
	6/16/2016	12/16/16 - qtrly	12/16/2020	1.550%	1.550%	\$ 1,000,000.00	\$ 1,000,150.00
	4/28/2016	10/28/16 - qtrly	4/28/2021	1.50%-3.00%	1.790%	\$ 1,000,000.00	\$ 1,000,090.00
	9/30/2016	3/30/17 - qtrly	9/30/2021	1.00%-3.00%	1.830%	\$ 1,000,000.00	\$ 998,880.00
	9/30/2016	3/30/17 - qtrly	9/30/2021	1.50%	1.500%	\$ 500,000.00	\$ 498,445.00
						Total	\$ 11,813,875.62
						Total Restricted	\$ 215,786.76
						Total Unrestricted	\$ 11,598,088.86
	Call Date	Call Date	Maturity Date	Interest Rate	YTM	Price	Market Value
	9/30/2016	9/30/16 - qtrly	6/30/2020	1.500%	1.500%	\$ 1,000,000.00	\$ 1,000,650.00
	9/30/2016	6/30/18 - qtrly	6/30/2021	1.25%-4.00%	1.979%	\$ 1,500,000.00	\$ 1,500,540.00
						Total	\$ 2,501,190.00

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

Consultant Expenses
 September 30, 2016

Fiscal Retainer Contracts

Consultant	Description	Current Month	Paid to date	Budget/Contract Amount	Percent of year (25%)
Best Best, & Krieger	Task orders		8,316	130,000	6.40%
Solutions by BG, Inc.	Task orders	10,278	30,398	130,100	23.37%

Project Specific Contracts

Consultant	Description	Current Month	Paid to date	Budget/Contract Amount	Percent of Contract Amount
Downey Brand LLP	Task orders		28,522	75,000	38.03%

**Elk Grove Water District
Major Capital Improvement Project
Budget vs Actuals
September 30, 2016**

Capital Project	Total Project Budget	Expenditures to Date *	Percent Spent
Service Line Replacements	\$500,000	\$279,972	55.99%
Railroad Corridor Water Line	304,000	351,688	115.69%
Hampton Road WTP Refurbishment	1,346,000	1,143,063	84.92%
Business Center/CSD Bldg. Water Main Looping	175,000	119,502	68.29%
Truck Replacements	120,000	41,063	34.22%
RRWTF Modular Meeting Room & IT Center	125,000	10,382	8.31%
Well Rehabilitation Program (one-per year)	90,000	4,703	5.23%
RRWTF Tanks and Vessels Recoating	350,000	10,206	2.92%
Sub-Total	\$3,010,000	\$1,960,578	65.14%

*Includes \$64,176 of capitalized labor in FY 2016-17

October 26, 2016

TO: Chairman and Directors of the Florin Resource Conservation District
FROM: Jim Malberg, Finance Manager/Treasurer
SUBJECT: **FISCAL YEAR 2015-16 COMPREHENSIVE ANNUAL FINANCIAL
REPORT**

RECOMMENDATION

It is recommended that the Board approve a motion accepting the Fiscal Year 2015-16 Comprehensive Annual Financial Report.

Summary

The Florin Resource Conservation District (FRCD) is required by State statute to publish a complete set of financial statements presented in conformity with generally accepted accounting principles and audited in accordance with generally accepted auditing standards. The audit must be conducted by a firm of licensed certified public accountants.

This action, if approved, will result in the Board's acceptance of the Comprehensive Annual Financial Report (CAFR) for the period ending June 30, 2016.

DISCUSSION

Background

The District annually provides the public a CAFR for the fiscal year ending on June 30th. The information presented in this annual report is intended to provide financial information with all the disclosures necessary to enable the District's customers, investment community and general public to assess the District's financial condition.

The audit was conducted by Badawi & Associates, Certified Public Accountants. Their work included an interim field audit in June and a comprehensive field audit in August.

FISCAL YEAR 2015-16 COMPREHENSIVE ANNUAL FINANCIAL REPORT

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Present Situation

In addition to the CAFR, the auditor also issues a Management Letter and the Letter of Required Disclosures to the Governing Body, Statement of Auditing Standards (SAS) 114 to the Board of Directors.

The Management Letter discusses the District’s internal control over the financial reporting and makes recommendations of controls that need to be strengthened. The SAS 114 Letter is a document which discusses, among other matters, any significant findings.

The District’s audit firm, Badawi & Associates will be in attendance at the Board Meeting to talk about the audit and present the Management Letter, which discusses the District’s internal controls and makes recommendations to management for consideration.

STRATEGIC PLAN CONFORMITY

The recommendation made in this staff report conforms to the FRCD/EGWD’s 2012-2017 Strategic Plan. The Strategic Plan directs EGWD to achieve financial stability in order to operate in an efficient manner as to provide our ratepayers with a safe and reliable source of water for their current and future needs.

FINANCIAL SUMMARY

The following are key financial highlights of the FY 2015-16 CAFR:

- Florin Resource Conservation District (General Fund)
 - Revenues \$ 93
 - Expenditures \$ 34,831
 - Assets \$ 95,044
 - Liabilities \$ 6,210
 - Fund Balance \$ 88,834
 - Net Position \$ 88,834

- Florin Resource Conservation District Economic Development Corporation
 - Revenues \$ 373,800
 - Expenditures \$ 320,008
 - Assets \$ 0
 - Liabilities \$ 0
 - Net Position \$ 0

FISCAL YEAR 2015-16 COMPREHENSIVE ANNUAL FINANCIAL REPORT

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- Elk Grove Water District
 - Revenues \$ 13,475,325
 - Expenditures \$ 10,591,083
 - Assets \$ 85,198,433
 - Liabilities \$ 52,167,449
 - Net Position \$ 34,677,030

- Capital Assets (net of depreciation)
 - Land \$ 638,075
 - Construction in Progress \$ 1,311,081
 - Buildings/Improvements/Infra. \$ 68,862,939
 - Total Net Capital Assets \$ 70,812,095

- The District’s total assets decreased by \$9.0 million during fiscal 2016, decreased by \$1.0 in 2015 and increased by \$1.0 million in 2014. Total liabilities decreased by \$15.8 million during fiscal 2016, increased by \$0.5 million in 2015 and decreased by \$1.8 million in 2014. The changes in total assets and total liabilities in fiscal 2016 are due primarily to the sale and disposal of the Office Building in October 2015. The net results of this activity are an increase in net position of \$7.5 million during fiscal 2016, a decrease of \$0.6 in 2015 and an increase of \$0.6 million in 2014.

- Operating revenue of \$13.8, \$14.3 and \$14.6 million in 2016, 2015 and 2014 respectively, and operating expenses of \$9.0, \$11.1 and \$10.0 million in 2016, 2015 and 2014 respectively, after depreciation resulted in net income from operations of \$4.9, \$3.2 and \$4.6 million in enterprise funds in 2016, 2015 and 2014 respectively. Net non-operating expenses of \$2.7, \$2.7 and \$4.0 million in business-type activities in 2016, 2015 and 2014 respectively, is the result of \$2.1, \$3.0 and \$3.5 million in interest expense for 2016, 2015 and 2014 respectively, offset by non-operating revenue of approximately \$4.8 million related to the sale and disposal of the office building in fiscal 2016, \$290,000, and \$40,000 in 2015 and 2014 respectively.

- Capital assets decreased \$7.6 million in fiscal year 2016, remained stable in 2015 and decreased by \$0.8 million during fiscal 2014. The District added approximately \$1.5 million in infrastructure, improvements and equipment during 2016 while disposing of approximately \$12.1 million (\$6.8 million net of depreciation). Annual depreciation for 2016 was approximately \$1.6 million. Also at the end of fiscal 2016, \$1.3 million in infrastructure, improvement, and equipment assets were classified as “in-progress”.

FISCAL YEAR 2015-16 COMPREHENSIVE ANNUAL FINANCIAL REPORT

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- Restricted cash and investments decreased by \$1.4, \$0.2, and \$0.1 million in 2016, 2015 and 2014 respectively. The decrease in 2016 was a result of liquidating restricted cash balances associated with the office building that are no longer required. The decrease in 2015 was a result of liquidating the water rate stabilization fund that is was no longer required and the decrease in 2014 was a result of activities in the District’s Office Building fund.
- Unrestricted net position was \$12.1, \$8.3 and \$9.9 million at June 30, 2016, 2015 and 2014 respectively. Restricted net position was \$0.4, \$1.9 and \$2.1 million at June 30, 2016, 2015 and 2014 respectively, of which \$0.4, \$1.9 and \$1.9 million was restricted for debt service. In addition, \$0.2 million in 2014 was restricted for Building Fund administration, operating and maintenance expenses.
- The District had positive cash flow from enterprise fund operations of \$5.1, \$5.0 and \$8.0 million in 2016, 2015 and 2014, respectively. The District spent \$1.5, \$2.0 and \$2.2 million in 2016, 2015 and 2014 respectively, on the acquisition of capital assets. The District issued \$14.9 million of refunding debt during 2016 and spent \$29.0, \$38.6 and \$5.6 million in 2016, 2015 and 2014 respectively, on debt principle and interest payments. The District experienced decreases of \$1.6, \$0.8 and \$0.3 million in its ending cash balances of \$ 11.7, \$13.3, and \$14.1 million, respectively at June 30, 2016, 2015 and 2014, respectively.
- As shown in the CAFR the District has \$11,295,772 in Unrestricted Reserves which includes the following designated reserves:
 - Operations Reserves (120 days) \$ 4,575,415
 - FY 2016/17 Capital Improvement Fund \$ 1,504,000
 - FY 2016/17 Capital Replacement Fund \$ 1,044,000
 - Elections and Special Studies \$ 120,000
 - Future Capital Improvements \$ 3,039,268
 - Future Capital Replacements \$ 1,013,089

The Unrestricted Reserves include reserves designated for a specific purpose such as the Other Post Employment Benefit (OPEB) trust fund. The following is an analysis to reflect how much of the Unrestricted Reserves are truly available for projects and cash funded reserves:

Cash and Cash Equivalents	\$ 11,295,772
Customer Accounts Receivable	1,900,871
Other Receivables	28,000
Interest Receivable	8,350
Accounts Payable	(374,919)
Due to Other Governments (Sacramento County Water Agency)	(245,803)
	<u>\$ 12,612,271</u>

October 26, 2016

FISCAL YEAR 2015-16 COMPREHENSIVE ANNUAL FINANCIAL REPORT

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When applying this analysis to the reserves, EGWD has \$12,612,271 in available Unrestricted Reserves and is applied to the designated reserves as follows:

○ Operations Reserves (120 days)	\$ 4,575,415
○ FY 2016/17 Capital Improvement Fund	1,504,000
○ FY 2016/17 Capital Replacement Fund	1,044,000
○ Elections and Special Studies	120,000
○ Future Capital Improvements	4,026,642
○ Future Capital Replacements	<u>1,342,214</u>
	<u>\$ 12,612,271</u>

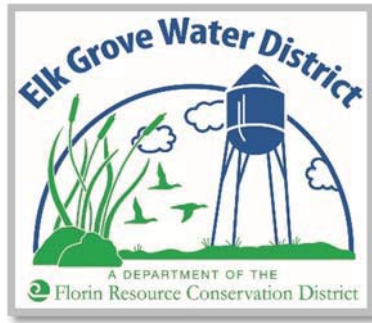
Respectfully submitted,



JIM MALBERG
FINANCE MANAGER/TREASURER

JM

Attachment



**Florin Resource Conservation District
Comprehensive Annual Financial Report
For the Years ended June 30, 2016 and 2015**



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Florin Resource Conservation District
Basic Financial Statements
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For the years ended June 30, 2016 and 2015

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Florin Resource Conservation District
Basic Financial Statements
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For the years ended June 30, 2016 and 2015

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October 26, 2016

Members of the Board of Directors
Florin Resource Conservation District

Directors:

The Florin Resource Conservation District is required by State statute to publish a complete set of financial statements presented in conformity with generally accepted accounting principles (GAAP). These statements must also be audited in accordance with generally accepted auditing standards by a firm of licensed certified public accountants. In meeting those requirements, we are pleased to present the Comprehensive Annual Financial Report (CAFR) for the Florin Resource Conservation District (District) for the fiscal year ended June 30, 2016.

The information presented in this CAFR is intended to provide financial information with all the disclosures necessary to enable the District's customers, investment community and general public to assess the District's financial condition. The CAFR contains management's representations concerning the finances of the District. Management is responsible for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, management of the District has established a comprehensive internal control framework that is designed to both protect the District's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the District's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the District's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The District's financial statements have been independently audited by Badawi & Associates, a firm of licensed certified public accountants with which the District contracts for these services. The goal of the independent audit is to provide reasonable assurance that the financial statements of the District for the fiscal year ended June 30, 2016, are free from material misstatement. The independent audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial

statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the District's financial statements for the fiscal year ended June 30, 2016, are fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of this report.

GAAP requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This transmittal letter is designed to complement the MD&A and is intended to be read in conjunction with it. The District's MD&A can be located immediately following the independent auditors' report.

The Comprehensive Annual Financial Report is organized into Introductory, Financial, and Statistical sections. The Introductory section includes this transmittal letter, the District's organizational chart and a list of principal officials. The Financial section includes: Independent Auditor's Report on the District's financial statements; MD&A; June 30, 2016 basic financial statements, including the statement of net position, statements of revenues, expenses and changes in net position, statements of cash flows and notes to the basic financial statements and required supplementary information. The statistical section is the chief source of information regarding the District's economic condition. The financial statements are prepared in accordance with GAAP.

Accounting System and Budgetary Controls

The District's accounting records are maintained using the accrual basis of accounting, except for the General Fund, which uses the modified accrual basis. The revenues of the District's enterprise funds are recognized when they are earned and the expenses are recognized when they are incurred.

The Elk Grove Water District (EGWD) staff develops annual budgets which are subject to the approval of the District's Board of Directors (Board). A proposed budget is first presented to the Finance Committee for review and comment. Once comments are received and incorporated, a final proposed budget is presented to the Board for their consideration and approval. The budget is required to be adopted on or before June 30th of each year. The budget is used as a management tool for projecting and measuring revenues and expenses.

DISTRICT PROFILE

History

The Florin Resource Conservation District (FRCD) was formed in 1953, pursuant to Section 9000 et seq. of the Public Resources Code of the State of California. The

District, which is located approximately six miles southeast of the City of Sacramento in the west central portion of unincorporated Sacramento County, was formed to address soil degradation issues resulting from poor irrigation and drainage. There currently are approximately 100,000 acres within the District. The FRCD also provides technical assistance and conservation education to farmers, community members and students. In addition, the FRCD participates in a number of regional environmental activities.

The EGWD is a medium sized water purveyor near Sacramento, California, serving a population of approximately 44,000 persons. Water system operations date back to 1893 when the water service was started by a private interest. The water system was purchased by the FRCD in 1999, and is operated as a department of FRCD. The EGWD service area is divided into two distinct service areas commonly referred to as Service Area 1 and Service Area 2.

Source water for Service Area 1 is provided by four (4) deep wells and four (4) shallow wells owned and operated by EGWD. Source water for Service Area 2 is provided by the Sacramento County Water Agency (SCWA), a wholesaler of surface water and groundwater. SCWA owns and operates a water treatment plant, groundwater wells, storage tanks, groundwater treatment facilities, and water conveyance systems. Water is not shared between the two service areas except in an emergency.

The FRCD is governed by a five member Board of Directors serving four year staggered terms, and has used the Florin Resource Conservation District Economic Development Corporation (the Corporation) to facilitate debt issuances. As required by GAAP, the Corporation is reported in these financial statements on a blended basis included with the Enterprise Funds as the Corporation does not issue separate financial statements. More information on the Corporation may be found in Note A to the basic financial statements.

Mission Statement

The Elk Grove Water District is “Continually committed to outstanding customer service along with supplying its customers with excellent, safe, affordable water for current and future generations.”

Water Supply

Source Water – There are currently eight wells that supply groundwater to Service Area 1. The deep aquifer has concentrations of iron and manganese that exceed current federal and state secondary drinking water standards. The deep wells are designed to produce approximately 1,800 gallons per minute (gpm) each. The water from the deep wells is conveyed to the Railroad Water Treatment and Storage Facility where it is disinfected with sodium hypochlorite and treated for iron and manganese removal. The treated water is held in two large storage tanks before it is pumped into the water distribution system.

Additional source water is provided from the shallow groundwater wells. The shallow wells are disinfected with sodium hypochlorite prior to being pumped directly in to the water distribution system. The shallow wells are used to balance system demands.

Water Treatment

The Elk Grove Water District maintains two water treatment facilities:

The Railroad Water Treatment and Storage Facility provides 4.0 million gallons of water storage, 10 booster pumps (rated at 1,700 gpm capacity each), and water treatment that removes iron and manganese. The facility contains one of the four deep wells on site. The facility has been equipped with a backup power supply generator to run the entire facility in the event of a power failure or emergency. All source water for the treatment facility is groundwater from the four deep wells. The Railroad Water Treatment and Storage Facility provides the majority of the water for Service Area 1.

The Hampton Village Water Treatment Plant (WTP) provides an additional 1,000 gallons per minute of water to EGWD's source capacity, and improves the reliability of the water system by providing redundancy to the Railroad Water Treatment and Storage Facility. The Hampton Village WTP contains one shallow well on site. Treatment facilities at the Hampton Village WTP include disinfection by sodium hypochlorite and iron and manganese removal.

Financial Stability and Planning

The current and future stability of the EGWD is positive with the existing revenue source remaining stable. Revenues are received entirely through water rates. EGWD provides water to nearly 12,200 service connections currently and growth projections suggest that the service connections should increase by approximately 150 in 2017.

The local economy continues to improve slightly and the number of connections has remained relatively stable. Although the service connections have remained stable, the volume of water sold has been affected by the continuing drought and has decreased in the fiscal year ended June 30, 2016.

On January 25, 2012, the Board directed Staff to conduct a five year water rate study (Study) for the EGWD to cover the period of FY 2013-14 through FY 2017-18. The Plan's objectives were as follows:

- Maintain appropriate levels for reserve funds
- Maintain appropriate levels of funding for operational requirements
- Generate the appropriate level of funding necessary to fund the FY 2013-14 Five Year Capital Improvement Program
- Update the current Meter Connection Fee and Capacity Charges for new development

On June 26, 2013, the Board of Directors approved the 5-year financial plan and associated amendments to the District's water rate ordinance. The first revenue adjustment occurred on January 1, 2014 and the plan requires water revenue adjustments on January 1st of each year as follows:

- January 2014 – 3%
- January 2015 – 3%
- January 2016 – 3%
- January 2017 – 3.5%
- January 2018 – 4.5%

Each June, the Board also adopts a new five year Capital Improvement Program (CIP) designed to build, replace, and maintain the necessary infrastructure for the safe operation of the EGWD. The CIP is available on the District's website www.egwd.org.

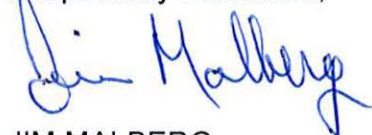
Awards and Acknowledgements

The Government Finance Officers Association (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Florin Resource Conservation District for its comprehensive annual financial report (CAFR) for the fiscal year ended June 30, 2015. In order to be awarded a Certificate of Achievement, the government must publish an easily readable and efficiently organized CAFR that satisfies both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our CAFR continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for the certificate for the fiscal year ended June 30, 2016.

The preparation of the comprehensive annual financial report was made possible by the dedicated services of the entire staff of the Finance Department and the Elk Grove Water District Management team.

Respectfully Submitted,



JIM MALBERG
FINANCE MANAGER/TREASURER

**FLORIN RESOURCE CONSERVATION DISTRICT
LIST OF OFFICIALS
JUNE 30, 2016**

BOARD OF DIRECTORS:

Chuck Dawson Chairman	Tom Nelson Vice-Chairman	Elliot Mulberg Director	Bob Gray Director	Jeanne Sabine Director
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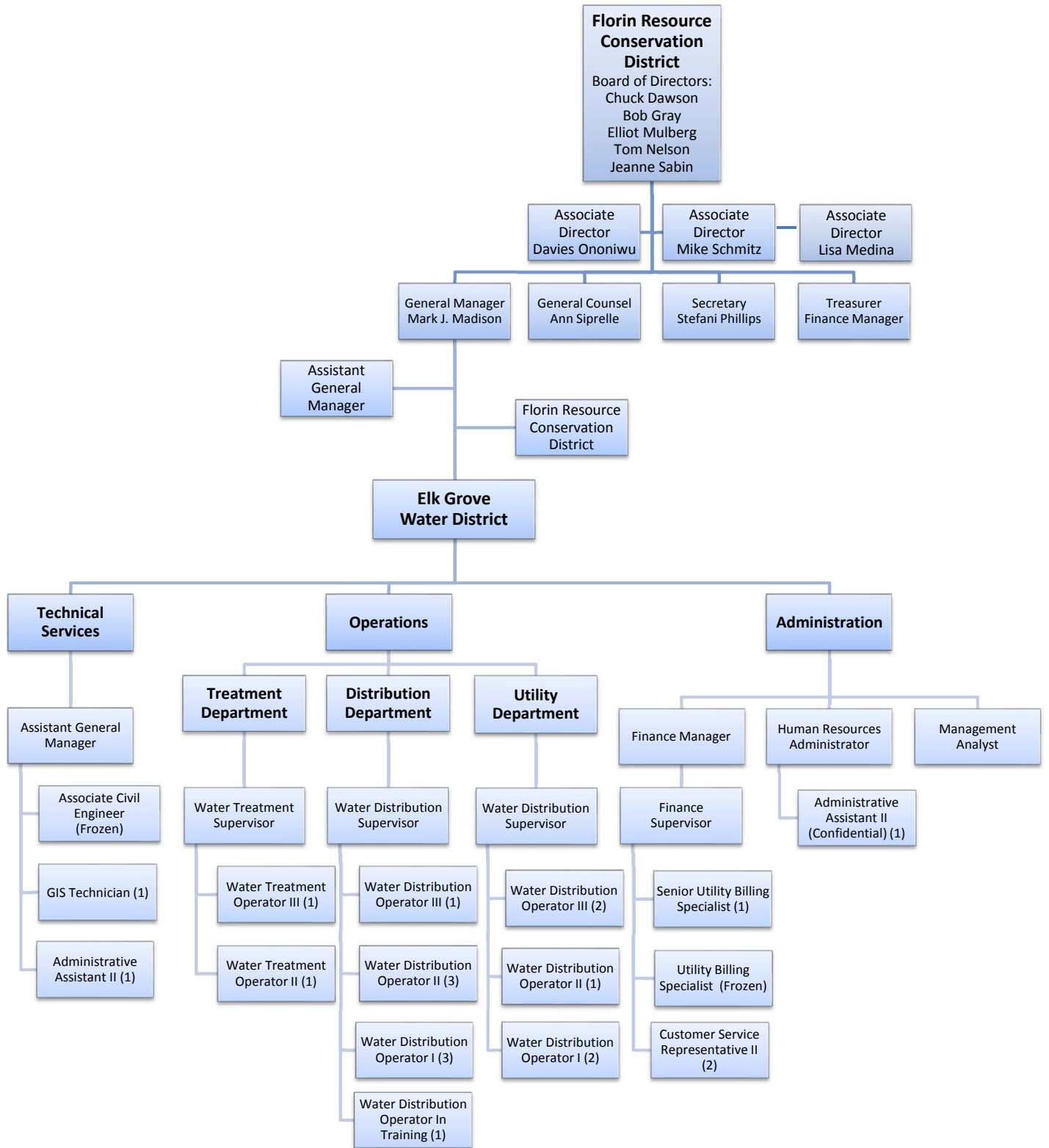
STAFF:

Mark J. Madison
General Manager

Jim Malberg
Treasurer / Finance Manager

Stefani Phillips
Secretary / Human Resources Administrator

Florin Resource Conservation District Organization Chart





Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**Florin Resource Conservation District
California**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

June 30, 2015

Executive Director/CEO

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
of the Florin Resource Conservation District
Elk Grove, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, business-type activities, and each major fund of the Florin Resource Conservation District (District) as of and for the years ended June 30, 2016 and June 30, 2015, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

To the Board of Directors
of the Florin Resource Conservation District
Elk Grove, California
Page Two

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the the governmental activities, business-type activities, and each major fund of District, as of June 30, 2016 and June 30, 2015, and the respective changes in financial position and, where applicable, cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, defined benefit pension plan, and schedule of funding progress for OPEB plans on pages 3 to 13 and pages 63 to 65 to be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The Introductory section, and Statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The Introductory section and Statistical section have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Badawi & Associates
Certified Public Accountants
Oakland, California
Month

FLORIN RESOURCE CONSERVATION DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

JUNE 30, 2016, 2015 AND 2014

The following narrative overview and analysis of the financial activities of the Florin Resource Conservation District (District) for the fiscal year ended June 30, 2016 has been prepared by management to enhance the information provided in the transmittal letter. It is intended to be read in conjunction with that letter and should provide a better understanding of the District's financial operations and performance.

FINANCIAL HIGHLIGHTS

- The District's total assets decreased by \$9.0 million during fiscal 2016, decreased by \$1.0 in 2015 and increased by \$1.0 million in 2014. Total liabilities decreased by \$15.8 million during fiscal 2016, increased by \$0.5 million in 2015 and decreased by \$1.8 million in 2014. The changes in total assets and total liabilities in fiscal 2016 are due primarily to the sale and disposal of the Office Building in October 2015. The net results of this activity are an increase in net position of \$7.5 million during fiscal 2016, a decrease of \$0.6 in 2015 and an increase of \$0.6 million in 2014.
- Operating revenue of \$13.8, \$14.3 and \$14.6 million in 2016, 2015 and 2014 respectively, and operating expenses of \$9.0, \$11.1 and \$10.0 million in 2016, 2015 and 2014 respectively, after depreciation resulted in net income from operations of \$4.9, \$3.2 and \$4.6 million in enterprise funds in 2016, 2015 and 2014 respectively. Net non-operating expenses of \$2.7, \$2.7 and \$4.0 million in business-type activities in 2016, 2015 and 2014 respectively, is the result of \$2.1, \$3.0 and \$3.5 million in interest expense for 2016, 2015 and 2014 respectively, offset by non-operating revenue of approximately \$4.8 million related to the sale and disposal of the office building in fiscal 2016, \$290,000, and \$40,000 in 2015 and 2014 respectively.
- Capital assets decreased \$7.6 million in fiscal year 2016, remained stable in 2015 and decreased by \$0.8 million during fiscal 2014. The District added approximately \$1.5 million in infrastructure, improvements and equipment during 2016 while disposing of approximately \$12.1 million (\$6.8 million net of depreciation). Annual depreciation for 2016 was approximately \$1.6 million. Also at the end of fiscal 2016, \$1.3 million in infrastructure, improvement, and equipment assets were classified as "in-progress".
- Restricted cash and investments decreased by \$1.4, \$0.2, and \$0.1 million in 2016, 2015 and 2014 respectively. The decrease in 2016 was a result of liquidating restricted cash balances associated with the office building that are no longer required. The decrease in 2015 was a result of liquidating the water rate stabilization fund that is was no longer required and the decrease in 2014 was a result of activities in the District's Office Building fund.
- Unrestricted net position was \$12.1, \$8.3 and \$9.9 million at June 30, 2016, 2015 and 2014 respectively. Restricted net position was \$0.4, \$1.9 and \$2.1 million at June 30, 2016, 2015 and 2014 respectively, of which \$0.4, \$1.9 and \$1.9 million

FLORIN RESOURCE CONSERVATION DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

JUNE 30, 2016, 2015 AND 2014

was restricted for debt service. In addition, \$0.2 million in 2014 was restricted for Building Fund administration, operating and maintenance expenses.

- The District had positive cash flow from enterprise fund operations of \$5.1, \$5.0 and \$8.0 million in 2016, 2015 and 2014, respectively. The District spent \$1.5, \$2.0 and \$2.2 million in 2016, 2015 and 2014 respectively, on the acquisition of capital assets. The District issued \$14.9 million of refunding debt during 2016 and spent \$29.0, \$38.6 and \$5.6 million in 2016, 2015 and 2014 respectively, on debt principle and interest payments. The District experienced decreases of \$1.6, \$0.8 and \$0.3 million in its ending cash balances of \$ 11.7, \$13.3, and \$14.1 million, respectively at June 30, 2016, 2015 and 2014, respectively.

SECTIONS OF THE FINANCIAL STATEMENTS

The three sections of the District's financial statements are the: 1) introductory section, 2) financial section, and 3) statistical section.

Introductory Section

This includes the table of contents, letter of transmittal, list of Board of Directors and Staff, and organization chart. The transmittal letter was revised to discuss items that had a significant impact on the financial statements.

Financial Section

This section includes the auditor's report, management's discussion and analysis and the basic financial statements. The District's basic financial statements are comprised of the government-wide statements, the fund statements, the notes to the basic financial statements, and the required supplementary information. The management's discussion and analysis was adjusted to indicate that the discussion of the change in net position of governmental activities includes a discussion of the change in fund balance since no significant reconciling items exist between the fund and government-wide statements.

Statistical Section

The statistical section of the financial statements is the chief source of information regarding a government's *economic condition*. All of the information presented in the statistical section is organized around five specific objectives.

- ***Provide information on financial trends.*** Information needed to help users understand how a government's financial position has changed over time.
- ***Provide information on revenue capacity.*** Information needed to help the users understand and assess a government's ability to generate revenues.

FLORIN RESOURCE CONSERVATION DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

JUNE 30, 2016, 2015 AND 2014

- ***Provide information on debt capacity.*** Information needed to help users understand and assess a government's debt burden.
- ***Provide demographic and economic information.*** Information needed to help users understand the government's socioeconomic environment and to facilitate comparisons of financial statement information over time and among governments.
- ***Provide operating information.*** Information needed to help users understand a government's operations and resources as well as to provide a context for understanding and assessing its economic condition.

OVERVIEW OF THE FINANCIAL STATEMENTS

The discussion and analysis are intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the basic financial statements.

The government-wide statements include the Statements of Net Position and the Statements of Activities, the Proprietary Fund Statements and the Statements of Cash Flows. The Statement of Net Position presents information on all assets and liabilities, with the difference between the two reported as total net position. The government-wide statements and Proprietary Fund Statements use the economic resources measurement focus and accrual basis of accounting, similar to private enterprises. The governmental fund statements include a Balance Sheet, Statement of Revenues, Expenditures and Changes in Fund Balance and the Statement of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual. The governmental fund uses the current financial resources measurement focus and the modified accrual basis of accounting. When evaluated over a period of time, increases or decreases in net position and fund balance may serve as an indicator of whether the financial position of the District is improving or deteriorating. The Statement of Revenues, Expenses and Changes in Net Position and the Statement of Revenues, Expenditures and Changes in Fund Balance reflect the revenues and expenses for the fiscal year ended. The Statement of Cash Flows shows the sources and uses of cash in the operating, non-capital, capital and related financing, and investing activities. The notes provide in depth information that is vital to gaining a full understanding of the data provided in the financial statements.

FLORIN RESOURCE CONSERVATION DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

JUNE 30, 2016, 2015 AND 2014

FINANCIAL ANALYSIS OF THE DISTRICT

**STATEMENT OF NET POSITION – GOVERNMENT-WIDE TOTALS
AS OF JUNE 30, 2016, 2015 AND 2014**

	Governmental activities			Business-type activities			Total		
	2016	2015	2014	2016	2015	2014	2016	2015	2014
Current assets	\$95,044	\$ 127,886	\$ 143,278	\$ 13,394,711	\$ 13,384,512	\$ 14,129,628	\$ 13,489,755	\$ 13,512,398	\$ 14,272,906
Capital assets, net of depreciation				70,812,095	78,424,992	78,425,917	70,812,095	78,424,992	78,425,917
Other assets				991,627	2,390,213	2,640,486	991,627	2,390,213	2,640,486
Total Assets	95,044	127,886	143,278	85,198,433	94,199,717	95,196,031	85,293,477	94,327,603	95,339,309
Deferred outflows			-	1,978,933	1,197,255	-	1,978,933	1,197,255	-
Current liabilities	6,210	4,667	11017	2,646,770	15,621,910	16,251,836	2,652,980	15,626,577	16,262,853
Long-term liabilities				49,520,679	52,350,288	51,229,066	49,520,679	52,350,288	51,229,066
Total Liabilities	6,210	4,667	11,017	52,167,449	67,972,198	67,480,902	52,173,659	67,976,865	67,491,919
Deferred inflows				332,887	319,826	-	332,887	319,826	
Net Position:									
Net Investment in Capital Assets				22,281,403	17,009,265	15,860,844	22,281,403	17,009,265	15,860,844
Restricted				412,862	1,875,557	2,067,919	412,862	1,875,557	2,067,919
Unrestricted	88,834	123,219	132,261	11,982,765	8,220,126	9,786,366	12,071,599	8,343,345	9,918,627
Total Net Position	\$ 88,834	\$ 123,219	\$ 132,261	\$ 34,677,030	\$ 27,104,948	\$ 27,715,129	\$ 34,765,864	\$ 27,228,167	\$ 27,847,390

GOVERNMENTAL ACTIVITIES FINANCIAL ANALYSIS

There was a decrease of \$32,842 in 2016, a decrease of \$15,392 in 2015, and an increase of \$57,684 in 2014 in current assets. Also during the same time period, current liabilities increased \$1,543, decreased \$6,350 and increased \$6,350, and unrestricted net position decreased \$34,385 in 2016, decreased \$9,042 in 2015, and increased \$51,334 in 2014 for the governmental fund. There were not any significant revenues in 2016 or 2015, and for fiscal year 2014 revenues were \$5,467. There was an increase of expenditures of \$12,984 in 2016, a decrease of \$15,319 in 2015, and an increase in expenditures of \$15,587 in 2014. The increase in 2016 is attributable to expenditures for contracted services to perform a needs assessment while the increases in 2014 were attributable to legal fees associated with the sale of the building that was jointly owned with two other Resource Conservation Districts.

BUSINESS-TYPE ACTIVITIES FINANCIAL ANALYSIS

There was a revenue increase of 3% for the water service rate payers effective January 1, 2016. There was an increase of \$0.3 million in revenues in 2016 while there were decreases in operating revenues of \$0.3 and \$1.0 million in 2015 and 2014,

FLORIN RESOURCE CONSERVATION DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

JUNE 30, 2016, 2015 AND 2014

respectively, due primarily to reduced water sales as a result of increased conservation efforts. There was a decrease in operating revenue in 2016 due to sale and disposal of the Susie Gaines Mitchell Office Building on October 29, 2015.

Current assets remained relatively unchanged in fiscal 2016 following decreases of \$0.8 and \$0.2 million in 2015 and 2014, respectively. The decrease in 2015 was primarily due to a decrease in cash and cash equivalents of \$0.5 million and a decrease of \$0.3 million in customer accounts receivable. During 2014, current assets decreased by \$0.2 million which can mainly be attributable to a decrease in customer accounts receivable at June 30, 2014 of \$0.6 million, offset by an increase in cash and cash equivalents of \$0.5 million.

Capital assets (net of depreciation) decreased approximately \$7.6 million in 2016, remained relatively flat in 2015, and decreased by \$0.8 million in 2014. The decrease in 2016 is primarily due to the sale and disposal of the Office Building which more than offset the \$1.5 million of capital assets placed into service during the year. Total depreciation expense recognized during the year amounted to \$1.6 million. The decrease in depreciation from the prior year is primarily due to the restatement of capital assets in fiscal 2015 and reclassification into proper asset classes.

While capital assets (net of depreciation) remained relatively flat in 2015, they decreased by \$0.8 million in 2014 due to the removal of \$0.9 million of well costs for wells that were destroyed and taken out of service. Total depreciation expense recognized by the District during 2015 and 2014 amounted to \$2.0 million each year.

Current liabilities decreased by \$12.6 million in 2016 primarily due to the sale and disposal of the office building which eliminated \$11.7 million of debt that was in technical default. There was a decrease of \$0.6 million in 2015 due to a decrease in due to other governments \$1.1 million offset by an increase to accounts payable of \$0.7 million and decreases to interest payable and debt in technical default. Current liabilities increased by \$0.3 million in 2014, mainly due to increases in accounts payable of \$0.2 million in the Water District Fund, and \$0.2 million in property taxes payable in the Office Building Fund. These increases were offset by the principal retirement of the Office Building Fund Debt, for the Susie Gaines Mitchell Building that was placed in to a current liability due to a technical violation of the debt covenants in 2012.

Long term debt in the Water District Fund decreased by \$2.9 million during 2016. This was the result of the bond refunding, which included a capital contribution by the District of \$1.5 million, and scheduled principal retirements totaling \$17.8 million offset by the issuance of \$14.9 million of debt. During 2015 there was a decrease of \$2.6 million during as a result of the refunding and scheduled principal retirements totaling \$34.9 million offset by the issuance of \$32.3 million of refunding debt. During 2014, there

FLORIN RESOURCE CONSERVATION DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

JUNE 30, 2016, 2015 AND 2014

were \$2.1 million in scheduled principal retirements and the early payoff of the note payable for the District's administration building.

CONDENSED SCHEDULE OF REVENUES, EXPENSES AND CHANGES IN NET POSITION – GOVERNMENT-WIDE TOTALS FOR THE YEARS ENDED JUNE 30, 2016, 2015 AND 2014

	Governmental activities			Business-type activities			Total		
	2016	2015	2014	2016	2015	2014	2016	2015	2014
Revenues:									
Program Revenues:									
Charges for services:									
General government	\$ -	\$ -	\$ 5,467				\$ -	\$ -	\$ 5,467
Water services				\$ 13,475,325	\$ 13,185,838	\$ 13,435,194	13,475,325	13,185,838	13,435,194
Office building				373,800	1,121,400	1,121,400	373,800	1,121,400	1,121,400
Capital contribution/grants				-	28,500	100,000	-	28,500.00	100,000
General Revenues:									
Interest earnings	93	2,643	50	20,002	19,970	18,188	20,095	22,613	18,238
Other	353	10,162	82,983	4,777,152	290,069	22,304	4,777,505	300,231	105,287
Total Revenues	\$ 446	\$ 12,805	\$ 88,500	18,646,279	14,645,777	14,697,086	18,646,725	14,658,582	14,785,586
Expenses:									
General Government	\$ 34,831	\$ 21,847	\$ 37,166				\$ 34,831	\$ 21,847	\$ 37,166
Water Service				10,754,181	12,447,446	12,434,430	10,754,181	12,447,446	12,434,430
Office building				320,016	1,672,932	1,641,329	320,016	1,672,932	1,641,329
Total Expenses	34,831	21,847	37,166	11,074,197	14,120,378	14,075,759	11,074,197	14,142,225	14,112,925
Change in net position	(34,385)	(9,042)	51,334	7,572,082	525,399	621,327	7,537,697	516,357	672,661
Change in net position	(34,385)	(9,042)	51,334	7,572,082	525,399	621,327	7,537,697	516,357	672,661
Net position, beginning of year	123,219	132,261	80,927	27,104,948	26,579,549	27,093,802	27,228,167	26,711,810	27,174,729
GASB 68 Adjustment									
NET POSITION, END OF YEAR	\$ 88,834	\$ 123,219	\$ 132,261	\$ 34,677,030	\$ 27,104,948	\$ 27,715,129	\$ 34,765,864	\$ 27,228,167	\$ 27,847,390

GOVERNMENTAL ACTIVITIES HIGHLIGHTS

During 2016, there was a decrease in net position of \$34,385 which is a result of increased expenditures and the lack of revenues. Cash and cash equivalents decreased from \$127,886 in 2015 to \$95,044 in 2016. Expenses increased in 2016 due to the needs assessment that was performed during the fiscal year. There was a decrease of \$9,042 in the governmental net position in 2015 as a result of the loss in rental income due to the sale of the rental property in 2014. Cash and cash equivalents decreased from \$143,355 in 2014 to \$127,886 in 2015. There was an increase in net position of \$51,334 in 2014 due to sale of the rental property that was jointly owned by the FRCD with two other resource conservation districts.

FLORIN RESOURCE CONSERVATION DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

JUNE 30, 2016, 2015 AND 2014

BUSINESS-TYPE ACTIVITIES HIGHLIGHTS

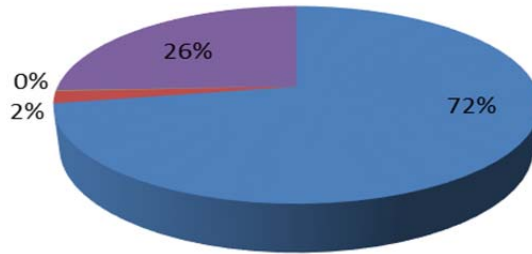
The change in net position increased from \$0.5 million in 2015 to \$7.6 million in 2016 for a total Net Position of \$34.7 million at June 30, 2016. This is attributable to stable revenues and decreased expenditures in the water fund as well as the sale and disposal of the office building. Operating expenses decreased in 2016 by \$2.1 million as follows: purchased water decreased by \$0.2 million, administration and general expenses decreased by \$0.5 million, salaries and benefits decreased by \$0.1 million, other production expenses decreased by \$1.0 million and depreciation and amortization decreased by \$0.4 million. The stabilization in benefits is largely due to policy changes for health insurance that has resulted in employees migrating to lower cost plans as well as sharing in the cost of medical benefits. Interest expense also decreased by approximately \$0.9 million in 2016 primarily due to the bond refinancing's in fiscal years 2015 and 2016.

During 2015, the change in net position decreased from \$0.6 million in 2014 to \$0.5 million in 2015. This was attributable to a \$0.2 million decrease in water revenues from continued reductions in water use due to the drought. Operating expenses increased in 2015 by \$1.1 million; administration and general expenses increased by \$0.6 million, salaries and benefits increased by \$0.1 million, other production expenses increased by \$0.9 million. These increases were offset by decreases of \$0.1 million decrease in purchased water and \$0.4 in depreciation and amortization.

FLORIN RESOURCE CONSERVATION DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2016, 2015 AND 2014

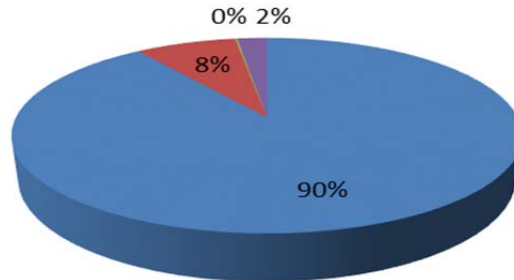
2016 Revenue

■ Water Services ■ Rental Income ■ Interest Income ■ Other Income



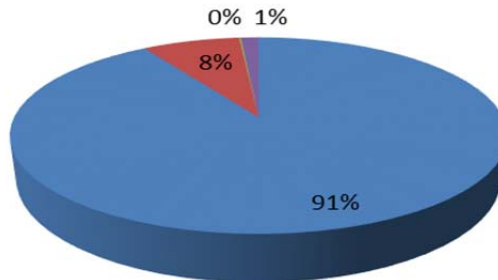
2015 Revenue

■ Water Services ■ Rental Income ■ Interest Income ■ Other Income



2014 Revenue

■ Water Services ■ Rental Income ■ Interest Income ■ Other Income



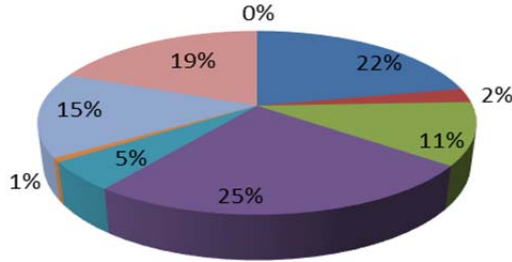
FLORIN RESOURCE CONSERVATION DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

JUNE 30, 2016, 2015 AND 2014

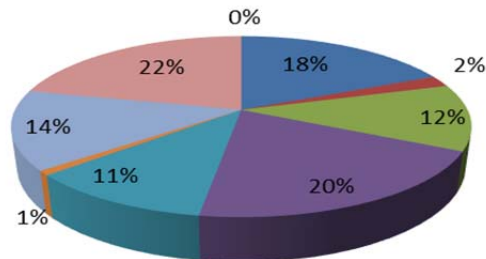
2016 Expenses

- Water Purchased
- Salaries & Benefits
- Depreciation & Amortization
- Power Purchased
- Other Production Expenses
- Interest Expense
- Administration & General
- Insurance
- Other Expenses



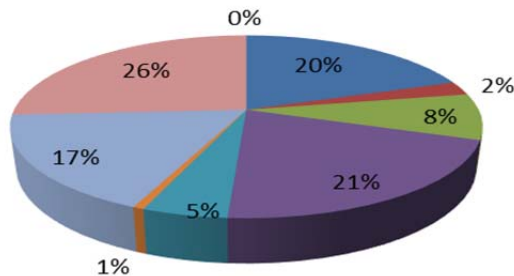
2015 Expenses

- Water Purchased
- Salaries & Benefits
- Depreciation & Amortization
- Power Purchased
- Other Production Expenses
- Interest Expense
- Administration & General
- Insurance
- Other Expenses



2014 Expenses

- Water Purchased
- Salaries & Benefits
- Depreciation & Amortization
- Power Purchased
- Other Production Expenses
- Interest Expense
- Administration & General
- Insurance
- Other Expenses



FLORIN RESOURCE CONSERVATION DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

JUNE 30, 2016, 2015 AND 2014

General Fund Budgetary Highlights

The General Fund's only source of revenue in FY 2015-16 was from interest income. Association dues, meeting expenses, contracted services and various sponsorships were budgeted based upon those expected revenues and paid from reserves.

Capital Asset and Debt Administration

Capital assets decreased \$7.6 million in fiscal year 2016 primarily due to the sale and disposal of the office building, were stable in fiscal year 2015, decreased by \$0.8 million during fiscal 2014 (net of annual depreciation). The changes in fiscal 2015 and 2014 were a result of expenditures for infrastructure offset by depreciation each year. Depreciation expense for 2016, 2015 and 2014 was \$1.6, \$2.0 and \$2.4 million respectively.

Major capital asset projects during 2016 and 2015 included Service Line Replacements, the Colton and Orton Water Main project, SCADA Improvements, and the Railroad Street Water Treatment Facility Parking Lot Project. See additional information on capital assets in Note C on page 30.

**OUTSTANDING DEBT ISSUES
AS OF JUNE 30, 2016, 2015 AND 2014**

	<u>2016</u>	<u>2015</u>	<u>2014</u>
2002/3/5/14/16 Refunding and Capital Improvements-EGWD	\$ 47,575,000	\$ 50,492,145	\$ 53,077,145
2003 Refunding-Office Building	-	9,816,994	10,251,994
Total	<u>\$ 47,575,000</u>	<u>\$ 60,309,139</u>	<u>\$ 63,329,139</u>

The Florin Resource Conservation District issued \$14.9 million of water revenue refunding debt during the year. See additional information on debt in Note D at page 32.

On October 30, 2015 the District consummated the sales transaction of the Susie Gaines Mitchell Building with the Three Tower Corporation, Inc. and R. Scott Rasmussen, LLC. for a purchase price of \$9.9 million. In addition, the District assigned all right, title and interest in and to the lease with the County of Sacramento to the purchaser. The net sales proceeds were remitted to the Bond Trustee, Bank of New York, Mellon, for the final disbursement to the Series 2003 Certificate holders.

FLORIN RESOURCE CONSERVATION DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2016, 2015 AND 2014

Economic Factors and Next Year's Budgets and Rates

- The unemployment rate for the County of Sacramento area surrounding the Florin Resource Conservation District was 5.7% in September 2016 and 5.2% and 6.6% as of September, 2015 and 2014, respectively.
- Overall, the rates for the water service for FY 2015-16 were increased by 3% as approved in the five year rate schedule. The District has completed a rate study and the Board has adopted a five year rate structure which calls for revenue adjustments as follows:
 - 3% January 2014
 - 3% January 2015
 - 3% January 2016
 - 3.5% January 2017
 - 4.5% January 2018

All of these factors were considered in preparing the Florin Resource Conservation District's budget for the fiscal year ending June 30, 2017. The District adopted an operating budget of \$13.7 million for FY 2016-17. In addition the District approved \$2.5 in capital expenditures for FY 2016-17, as part of the five-year Capital Improvement Program totaling \$9.2 million.

Requests for Information

This financial report is designed to provide a general overview of the District's finances. Questions concerning the information provided in this report or for requests for additional financial information should be addressed to Jim Malberg, Finance Manager/Treasurer, 9257 Elk Grove Blvd, Elk Grove, CA 95624 or please call (916) 685-3556.



MARK J. MADISON, GENERAL MANAGER



JIM MALBERG, FINANCE MANAGER

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Florin Resource Conservation District
Comparative Statement of Net Position
June 30, 2015

	2016			2015		
	Governmental	Business-type	Total	Governmental	Business-type	Total
	Activities	Activities		Activities	Activities	
ASSETS						
Current assets:						
Cash and cash equivalents	\$ 95,044	\$ 11,295,772	\$ 11,390,816	\$ 127,886	\$ 11,531,290	\$ 11,659,176
Receivables:						
Customer accounts receivable	-	1,900,871	1,900,871	-	1,661,206	1,661,206
Other receivables	-	28,000	28,000	-	28,000	28,000
Interest receivable	-	8,350	8,350	-	2,004	2,004
Inventories	-	79,012	79,012	-	79,012	79,012
Prepaid expenses	-	82,706	82,706	-	83,000	83,000
Total current assets	95,044	13,394,711	13,489,755	127,886	13,384,512	13,512,398
Noncurrent assets:						
Restricted cash and cash equivalents	-	412,862	412,862	-	1,813,736	1,813,736
OPEB asset	-	578,765	578,765	-	576,477	576,477
Capital assets:						
Not being depreciated	-	1,949,156	1,949,156	-	2,593,709	2,593,709
Being depreciated, net	-	68,862,939	68,862,939	-	75,831,283	75,831,283
Total capital assets	-	70,812,095	70,812,095	-	78,424,992	78,424,992
Total noncurrent assets	-	71,803,722	71,803,722	-	80,815,205	80,815,205
Total assets	95,044	85,198,433	85,293,477	127,886	94,199,717	94,327,603
DEFERRED OUTFLOWS OF RESOURCES						
Deferred amount on refunding of debt	-	1,182,847	1,182,847	-	751,982	751,982
Deferred employer pension contribution	-	298,557	298,557	-	291,670	291,670
Deferred outflows of resources - pension	-	497,529	497,529	-	153,603	153,603
Total deferred outflows of resources	-	1,978,933	1,978,933	-	1,197,255	1,197,255
LIABILITIES						
Current liabilities:						
Accounts payable	1,543	374,919	376,462	-	203,758	203,758
Due to other governments	4,667	245,803	250,470	4,667	1,228,467	1,233,134
Interest payable	-	464,585	464,585	-	944,590	944,590
Debt in technical default	-	-	-	-	11,693,632	11,693,632
Noncurrent liabilities, due within one year	-	1,561,463	1,561,463	-	1,551,463	1,551,463
Total current liabilities	6,210	2,646,770	2,652,980	4,667	15,621,910	15,626,577
Noncurrent liabilities:						
Net pension liability	-	1,161,343	1,161,343	-	1,217,268	1,217,268
Noncurrent liabilities, due in more than one year	-	48,359,336	48,359,336	-	51,133,020	51,133,020
Total noncurrent liabilities	-	49,520,679	49,520,679	-	52,350,288	52,350,288
Total liabilities	6,210	52,167,449	52,173,659	4,667	67,972,198	67,976,865
DEFERRED INFLOWS OF RESOURCES						
Deferred inflows of resources - pension	-	332,887	332,887	-	319,826	319,826
Total deferred inflows of resources	-	332,887	332,887	-	319,826	319,826
NET POSITION						
Net investment in capital assets	-	22,281,403	22,281,403	-	17,009,265	17,009,265
Restricted for debt service	-	412,862	412,862	-	1,871,782	1,871,782
Restricted for administrative, operating and maintenance expenses	-	-	-	-	3,775	3,775
Unrestricted	88,834	11,982,765	12,071,599	123,219	8,220,126	8,343,345
Total net position	\$ 88,834	\$ 34,677,030	\$ 34,765,864	\$ 123,219	\$ 27,104,948	\$ 27,228,167

The accompanying notes are an integral part of these financial statements.

Florin Resource Conservation District
Statement of Activities
For the year ended June 30, 2016

FUNCTIONS/PROGRAMS	Expenses	Program Revenues		Change in Net Position		
		Charges for Services	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
PRIMARY GOVERNMENT:						
GOVERNMENTAL ACTIVITIES:						
General government	\$ 34,831	\$ -	\$ -	\$ (34,831)	\$ -	\$ (34,831)
TOTAL GOVERNMENTAL ACTIVITIES	34,831	-	-	(34,831)	-	(34,831)
BUSINESS-TYPE ACTIVITIES:						
Water District	10,754,181	13,475,325	-	-	2,721,144	2,721,144
Office Building	320,016	373,800	-	-	53,784	53,784
TOTAL BUSINESS-TYPE ACTIVITIES	11,074,197	13,849,125	-	-	2,774,928	2,774,928
TOTAL PRIMARY GOVERNMENT	\$ 11,109,028	\$ 13,849,125	\$ -	(34,831)	2,774,928	2,740,097
GENERAL REVENUES:						
Interest and investment earnings				93	20,002	20,095
Other revenues				353	139,539	139,892
Gain on extinguishment of debt				-	3,369,337	3,369,337
Gain on sale of capital assets				-	1,268,276	1,268,276
				Total general revenues	446	4,797,600
				Change in net position	(34,385)	7,572,082
				Net position - beginning of year	123,219	27,104,948
				Net position - end of year	\$ 88,834	\$ 34,677,030
					\$ 34,765,864	

The accompanying notes are an integral part of these financial statements.

Florin Resource Conservation District
Statement of Activities (Continued)
For the year ended June 30, 2015

FUNCTIONS/PROGRAMS	Expenses	Program Revenues		Change in Net Position		
		Charges for Services	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
PRIMARY GOVERNMENT:						
GOVERNMENTAL ACTIVITIES:						
General government	\$ 21,847	\$ -	\$ -	\$ (21,847)	\$ -	\$ (21,847)
TOTAL GOVERNMENTAL ACTIVITIES	21,847	-	-	(21,847)	-	(21,847)
BUSINESS-TYPE ACTIVITIES:						
Water District	12,447,446	13,185,838	28,500	-	766,892	766,892
Office Building	1,672,932	1,121,400	-	-	(551,532)	(551,532)
TOTAL BUSINESS-TYPE ACTIVITIES	14,120,378	14,307,238	28,500	-	215,360	215,360
TOTAL PRIMARY GOVERNMENT	\$ 14,142,225	\$ 14,307,238	\$ 28,500	(21,847)	215,360	193,513
GENERAL REVENUES:						
Interest and investment earnings				2,643	19,970	22,613
Other revenues				10,162	287,774	297,936
Gain on extinguishment of debt				-	-	-
Gain on sale of capital assets				-	2,295	2,295
				Total general revenues	310,039	322,844
				Change in net position	(9,042)	516,357
				Net position - beginning of year, as restated	132,261	26,579,549
				Net position - end of year	\$ 123,219	\$ 27,228,167

The accompanying notes are an integral part of these financial statements.

Florin Resource Conservation District
Comparative Balance Sheet
Governmental Fund
June 30, 2016 and 2015

		General Fund	
		2016	2015
ASSETS			
Cash and investments		\$ 95,044	\$ 127,886
Total assets		<u>\$ 95,044</u>	<u>\$ 127,886</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable		\$ 1,543	\$ -
Due to other governments		4,667	4,667
Total liabilities		<u>6,210</u>	<u>4,667</u>
Fund Balances:			
Unassigned		88,834	123,219
Total fund balances		<u>88,834</u>	<u>123,219</u>
Total liabilities and fund balances		<u>\$ 95,044</u>	<u>\$ 127,886</u>
Total fund balance, governmental fund		\$ 88,834	\$ 123,219
<p>There were no reconciling differences between net position for governmental activities in the statement of net position and fund balance in the governmental fund balance sheet.</p>			
Total net position, governmental activities		<u>\$ 88,834</u>	<u>\$ 123,219</u>

The accompanying notes are an integral part of these financial statements.

Florin Resource Conservation District
Comparative Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Fund
June 30, 2016 and 2015

	General Fund	
	2016	2015
REVENUES:		
Use of money and property	\$ 93	\$ 2,643
Charges for services		
Grant revenue		
Miscellaneous	353	10,162
Total revenues	<u>446</u>	<u>12,805</u>
EXPENDITURES:		
Current:		
General government	34,831	21,847
Total expenditures	<u>34,831</u>	<u>21,847</u>
Net change in fund balances	(34,385)	(9,042)
FUND BALANCES:		
Beginning of year	123,219	132,261
End of year	<u>\$ 88,834</u>	<u>\$ 123,219</u>
Net change in fund balance, governmental fund	\$ (34,385)	\$ (9,042)
There were no reconciling differences between changes in net position for governmental activities in the statement of activities and changes in fund balance in the statement of revenues, expenditures, and changes in fund balance.		
Change in net position, governmental activities	<u>\$ (34,385)</u>	<u>\$ (9,042)</u>

The accompanying notes are an integral part of these financial statements.

Florin Resource Conservation District
Comparative Statement of Net Position
Proprietary Funds
June 30, 2016 and 2015

	Enterprise Funds			Enterprise Funds		
	2016			2015		
	Water District Fund	Office Building Fund	Total Proprietary Funds	Water District Fund	Office Building Fund	Total Proprietary Funds
ASSETS						
Current assets:						
Cash and cash equivalents	\$ 11,295,772	\$ -	\$ 11,295,772	\$ 11,531,290	\$ -	\$ 11,531,290
Receivables:						
Customer accounts receivable	1,900,871	-	1,900,871	1,661,206	-	1,661,206
Other receivables	28,000	-	28,000	28,000	-	28,000
Interest receivable	8,350	-	8,350	2,004	-	2,004
Due from other funds	-	-	-	-	-	-
Inventories	79,012	-	79,012	79,012	-	79,012
Prepaid expense	82,706	-	82,706	83,000	-	83,000
Total current assets	13,394,711	-	13,394,711	13,384,512	-	13,384,512
Noncurrent assets:						
Restricted cash and cash equivalents	412,862	-	412,862	980,928	832,808	1,813,736
OPEB asset	578,765	-	578,765	576,477	-	576,477
Capital assets:						
Not being depreciated	1,949,156	-	1,949,156	1,987,902	605,807	2,593,709
Being depreciated, net	68,862,939	-	68,862,939	69,048,771	6,782,512	75,831,283
Total capital assets	70,812,095	-	70,812,095	71,036,673	7,388,319	78,424,992
Total noncurrent assets	71,803,722	-	71,803,722	72,594,078	8,221,127	80,815,205
Total assets	85,198,433	-	85,198,433	85,978,590	8,221,127	94,199,717
DEFERRED OUTFLOWS OF RESOURCES						
Deferred amount on refunding of debt	1,182,847	-	1,182,847	751,982	-	751,982
Deferred employer pension contribution	298,557	-	298,557	291,670	-	291,670
Deferred outflows of resources - pension	497,529	-	497,529	153,603	-	153,603
Total deferred outflows of resources	1,978,933	-	1,978,933	1,197,255	-	1,197,255
LIABILITIES						
Current liabilities:						
Accounts payable	374,919	-	374,919	203,758	-	203,758
Due to other governments	245,803	-	245,803	226,403	1,002,064	1,228,467
Interest payable	464,585	-	464,585	731,319	213,271	944,590
Debt in technical default	-	-	-	-	11,693,632	11,693,632
Noncurrent liabilities, due within one year	1,561,463	-	1,561,463	1,551,463	-	1,551,463
Total current liabilities	2,646,770	-	2,646,770	2,712,943	12,908,967	15,621,910
Noncurrent liabilities:						
Net pension liability	1,161,343	-	1,161,343	1,217,268	-	1,217,268
Noncurrent liabilities, due in more than one year	48,359,336	-	48,359,336	51,133,020	-	51,133,020
Total noncurrent liabilities	49,520,679	-	49,520,679	52,350,288	-	52,350,288
Total liabilities	52,167,449	-	52,167,449	55,063,231	12,908,967	67,972,198
DEFERRED INFLOWS OF RESOURCES						
Deferred inflows of resources - pension	332,887	-	332,887	319,826	-	319,826
Total deferred inflows of resources	332,887	-	332,887	319,826	-	319,826
NET POSITION						
Net investment in capital assets	22,281,403	-	22,281,403	19,274,888	(2,265,623)	17,009,265
Restricted for debt service	412,862	-	412,862	980,928	890,854	1,871,782
Restricted for administrative, operating and maintenance expenses	-	-	-	-	3,775	3,775
Unrestricted (deficit)	11,982,765	-	11,982,765	11,536,972	(3,316,846)	8,220,126
Total net position	\$ 34,677,030	\$ -	\$ 34,677,030	\$ 31,792,788	\$ (4,687,840)	\$ 27,104,948

The accompanying notes are an integral part of these financial statements.

Florin Resource Conservation District
Comparative Statement of Revenues, Expenses and Changes in Fund Net Position
Proprietary Funds
June 30, 2016 and 2015

	Enterprise Funds			Enterprise Funds		
	2016			2015		
	Water District Fund	Office Building Fund	Total Proprietary Funds	Water District Fund	Office Building Fund	Total Proprietary Funds
OPERATING REVENUES:						
Charges for services	13,475,325	-	13,475,325	13,185,838	-	13,185,838
Rental income	-	373,800	373,800	-	1,121,400	1,121,400
Total operating revenues	13,475,325	373,800	13,849,125	13,185,838	1,121,400	14,307,238
OPERATING EXPENSES:						
Water purchased	2,417,349	-	2,417,349	2,587,097	-	2,587,097
Power purchased	277,127	-	277,127	285,902	-	285,902
Administration and general	977,466	238,912	1,216,378	1,218,888	458,794	1,677,682
Salaries and benefits	2,763,806	-	2,763,806	2,855,533	-	2,855,533
Other production expenses	524,769	41,410	566,179	1,437,329	135,172	1,572,501
Insurance	74,280	-	74,280	76,462	34,229	110,691
Depreciation and amortization	1,649,295	-	1,649,295	1,696,678	308,292	2,004,970
Total operating expenses	8,684,092	280,322	8,964,414	10,157,889	936,487	11,094,376
OPERATING INCOME	4,791,233	93,478	4,884,711	3,027,949	184,913	3,212,862
NONOPERATING REVENUES (EXPENSES):						
Interest revenue	19,994	8	20,002	19,970	-	19,970
Interest expense	(2,070,089)	(39,694)	(2,109,783)	(2,289,557)	(736,445)	(3,026,002)
Gain on extinguishment of debt	-	3,369,337	3,369,337	-	-	-
Gain on sale of capital assets	3,565	1,264,711	1,268,276	2,295	-	2,295
Other nonoperating revenue	139,539	-	139,539	287,774	-	287,774
Total nonoperating revenues (expenses)	(1,906,991)	4,594,362	2,687,371	(1,979,518)	(736,445)	(2,715,963)
Income (loss) before contributions	2,884,242	4,687,840	7,572,082	1,048,431	(551,532)	496,899
CAPITAL CONTRIBUTIONS						
Capital contributions	-	-	-	28,500	-	28,500
Total contributions	-	-	-	28,500	-	28,500
CHANGE IN NET POSITION	2,884,242	4,687,840	7,572,082	1,076,931	(551,532)	525,399
NET POSITION						
Beginning of year, as restated	31,792,788	(4,687,840)	27,104,948	30,715,857	(4,136,308)	26,579,549
End of year	\$ 34,677,030	-	34,677,030	\$ 31,792,788	(4,687,840)	27,104,948

The accompanying notes are an integral part of these financial statements.

Florin Resource Conservation District
Comparative Statement of Cash Flows
Proprietary Funds
June 30, 2016 and 2015

	Enterprise Funds			Enterprise Funds		
	2016			2015		
	Water District Fund	Office Building Fund	Total Proprietary Funds	Water District Fund	Office Building Fund	Total Proprietary Funds
CASH FLOWS FROM						
OPERATING ACTIVITIES:						
Receipts from customers and users	\$ 13,235,660	\$ 373,800	\$ 13,609,460	\$ 13,507,903	\$ 1,121,400	\$ 14,629,303
Payments to suppliers	(4,080,136)	(1,282,386)	(5,362,522)	(6,324,993)	(470,286)	(6,795,279)
Payments to employees	(3,123,227)	-	(3,123,227)	(2,881,614)	-	(2,881,614)
NET CASH PROVIDED BY						
OPERATING ACTIVITIES	6,032,297	(908,586)	5,123,711	4,301,296	651,114	4,952,410
CASH FLOWS FROM NONCAPITAL						
FINANCING ACTIVITIES:						
Operating grants and reimbursements	139,539	-	139,539	287,774	-	287,774
NET CASH PROVIDED BY NONCAPITAL						
FINANCING ACTIVITIES	139,539	-	139,539	287,774	-	287,774
CASH FLOWS FROM CAPITAL						
AND RELATED FINANCING ACTIVITIES:						
Bond proceeds from debt issuance	14,875,000	-	14,875,000	34,593,278	-	34,593,278
Principal paid on noncurrent liabilities	(17,792,145)	(8,324,295)	(26,116,440)	(34,910,000)	(435,000)	(35,345,000)
Interest paid on noncurrent liabilities	(2,641,657)	(252,965)	(2,894,622)	(2,822,365)	(478,122)	(3,300,487)
Proceeds from sale of capital assets	79,210	8,653,030	8,732,240	2,295	-	2,295
Purchase of capital assets	(1,509,476)	-	(1,509,476)	(2,004,045)	-	(2,004,045)
Capital contributions received	-	-	-	28,500	-	28,500
NET CASH USED BY CAPITAL AND						
RELATED FINANCING ACTIVITIES	(6,989,068)	75,770	(6,913,298)	(5,112,337)	(913,122)	(6,025,459)
CASH FLOWS FROM						
INVESTING ACTIVITIES:						
Interest received	13,648	8	13,656	19,525	-	19,525
NET CASH PROVIDED BY						
INVESTING ACTIVITIES	13,648	8	13,656	19,525	-	19,525
NET INCREASE (DECREASE) IN						
CASH AND CASH EQUIVALENTS	(803,584)	(832,808)	(1,636,392)	(503,742)	(262,008)	(765,750)
CASH AND CASH EQUIVALENTS - Beginning of year	12,512,218	832,808	13,345,026	13,015,960	1,094,816	14,110,776
CASH AND CASH EQUIVALENTS - End of year	\$ 11,708,634	\$ -	\$ 11,708,634	\$ 12,512,218	\$ 832,808	\$ 13,345,026
RECONCILIATION OF CASH AND						
CASH EQUIVALENTS TO THE						
STATEMENT OF NET POSITION						
Cash and cash equivalents	\$ 11,295,772	\$ -	\$ 11,295,772	\$ 11,531,290	\$ -	\$ 11,531,290
Restricted cash and cash equivalents	412,862	-	412,862	980,928	832,808	1,813,736
CASH AND CASH EQUIVALENTS	\$ 11,708,634	\$ -	\$ 11,708,634	\$ 12,512,218	\$ 832,808	\$ 13,345,026

(Continued)

Florin Resource Conservation District
Comparative Statement of Cash Flows
Proprietary Funds
June 30, 2016 and 2015

	Enterprise Funds			Enterprise Funds		
	2016			2015		
	Water District	Office Building	Total Proprietary Funds	Water District	Office Building	Total Proprietary Funds
Reconciliation of operating income to net cash provided by operating activities:						
Operating income	\$ 4,791,233	\$ 93,478	\$ 4,884,711	\$ 3,027,949	\$ 184,913	\$ 3,212,862
Adjustments to reconcile operating income to net cash provided by operating activities:						
Depreciation and amortization	1,649,295		1,649,295	1,696,678	308,292	2,004,970
Changes in operating assets and liabilities:						
Customer accounts receivable	(239,665)	-	(239,665)	326,189	-	326,189
Due from other funds		-		15,077	-	15,077
Inventory		-		(9,272)	-	(9,272)
Prepaid expenses	294	-	294	(83,000)	-	(83,000)
OPEB asset	(2,288)	-	(2,288)	(3,910)	-	(3,910)
Deferred employer pension contributions	(6,887)	-	(6,887)	5,745	-	5,745
Deferred outflows of resources - pension	(343,926)	-	(343,926)	(153,603)	-	(153,603)
Accounts payable	171,161	-	171,161	(356,529)	-	(356,529)
Due to other governments	19,400	(1,002,064)	(982,664)	(285,591)	172,909	(112,682)
Due to other funds	-	-		-	(15,000)	(15,000)
Unearned revenue	-	-		(4,124)	-	(4,124)
Net pension liability	(55,925)	-	(55,925)	(215,727)	-	(215,727)
Deferred inflows of resources - pension	13,061	-	13,061	319,826	-	319,826
Compensated absences	36,544	-	36,544	21,588	-	21,588
NET CASH PROVIDED BY OPERATING ACTIVITIES	\$ 6,032,297	\$ (908,586)	\$ 5,123,711	\$ 4,301,296	\$ 651,114	\$ 4,952,410

The accompanying notes are an integral part of these financial statements.

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Florin Resource Conservation District
Notes to Basic Financial Statements
For the years ended June 30, 2016 and 2015

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

The Florin Resource Conservation District (the District) was formed in 1953, pursuant to Section 9000 et seq. of the Public Resources Code of the State of California. The District, which is located approximately six miles southeast of the City of Sacramento is the west central portion of unincorporated Sacramento County, was formed to address soil dehydration issues resulting from poor irrigation and drainage. There currently are approximately 100,000 acres within the District.

The District provides technical assistance and conservation and conservation education to farmers dealing with natural resource management issues, and views education as one of its primary objectives. The District additionally serves as the clearinghouse for solid and water conservation measures, such as administering the local water hyacinth eradication program. The United States Department of Agriculture, through its Soil Conservation Services, provides staffing and technical assistance to the District and the two adjacent soil conservation districts. The District has provided water service within its 13-mile water service area since it acquired the Elk Grove Water Service in 1999, which was merged into and is a department of the District. In 2010, the name of the Elk Grove Water Service was changed to the Elk Grove Water District (EGWD). In 1998, the District acquired a building which houses the Sacramento County Department of Human Assistance and is leased by the District to the County of Sacramento.

The financial statements of the District have been prepared in conformity with generally accepted accounting principles (GAAP as applied to governmental units'. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles.

The financial reporting entity consists of (a) the primary government, the District, (b) organization for which the District is financially accountable, and (c) other organizations for which the District is not accountable, but for which the nature and significance of their relationship with the District are such that would cause the reporting entity's financial statements to be misleading or incomplete. Financial accountability is defined as the appointment of a voting majority of the component unit's board, and either (a) the District has the ability to impose its will on the component unit or (b) there is a potential for the component unit to provide a financial benefit to or impose a financial burden on the District.

As required by GAAP, these financial statements present the District and its only component unit, the Florin Resource Conservation District Economic Development Corporation (the Corporation). The Corporation is reported in these financial statements on a blended basis due to the District's Board of Directors serving as the Corporation's governing body, the District's Board having the ability to impose its will on the Corporation, because the Corporation is financially dependent on the District and the fact that the sole purpose of the Corporation is to provide financing to the District under the District's debt issuance documents. The Corporation does not issue separate financial statements.

Florin Resource Conservation District
Notes to Basic Financial Statements, Continued
For the years ended June 30, 2016 and 2015

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

B. Basis of Accounting and Measurement Focus

The accounts of the District are organized on the basis of funds, each of which is considered a separate accounting entity with its own self-balancing set of accounts that comprise its assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund equity, revenues and expenditures or expenses. These funds are established for the purpose for carrying out specific activities or certain objectives in accordance with specific regulations, restrictions or limitations. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Government-Wide Financial Statements

The District's Government-Wide Financial Statements include a Statement of Net Position and a Statement of Activities. These statements present summaries of Governmental and Business–Type Activities for the District accompanied by a total column.

These financial statements are presented on an “economic resources” measurement focus and the accrual basis of accounting. Accordingly, all of the District's assets and liabilities, including capital assets, as well as infrastructure assets, and long-term liabilities, are included in the accompanying Statement of Net Position. The Statement of Activities presents changes in net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which liabilities are incurred.

Certain types of transactions reported as program revenues for the District are reported in three categories:

- Charges for services
- Operating grants and contributions
- Capital grants and contributions

Certain eliminations have been made in regards to interfund activities, payables, and receivables. All internal balances in the Statement of Net Position have been eliminated except those representing balances between the governmental activities and the business-type activities, which are presented as internal balances and eliminated in the total primary government column. In the Statement of Activities, internal fund transactions have been eliminated; however, those transactions between governmental and business-type activities have not been eliminated. There were no interfund activities requiring elimination in fiscal year 2016 and 2015.

The District applies all applicable GASB pronouncements and Interpretations currently in effect.

Florin Resource Conservation District
Notes to Basic Financial Statements, Continued
For the years ended June 30, 2016 and 2015

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

B. Basis of Accounting and Measurement Focus, Continued

Governmental Fund Financial Statements

Governmental fund financial statements include a Balance Sheet and a Statement of Revenues, Expenditures and Changes in Fund Balances for the District's major governmental fund. An accompanying schedule is presented to reconcile and explain the differences in net position as presented in these statements to the net position presented in the government-wide financial statements.

Governmental funds are accounted for on a spending or "current financial resources" measurement focus and the modified accrual basis of accounting. Accordingly, only current assets and current liabilities are included on the balance sheets. The Statement of Revenues, Expenditures, and Changes in Fund Balances present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Under modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period.

The District reports the following fund as a major governmental fund of the District:

General Fund accounts for resources traditionally associated with governmental activities that are not required legally or by sound financial management to be accounted for in another fund.

Revenues are recorded when received in cash, except that revenues subject to accrual (generally, those received 60 days after year-end) are recognized when due. The primary revenue sources that have been treated susceptible to accrual by the District are earnings on investments. Expenditures are recorded in the accounting period in which the related fund liability is incurred.

The Reconciliation of the Fund Financial Statements to the Government-Wide Financial Statements is provided.

Proprietary Fund Financial Statements

Proprietary fund financial statements include a Statement of Net Position, a Statement of Revenues, Expenses and Change in Net Position, and a Statement of Cash Flows for all proprietary funds.

Proprietary funds are accounted for using the "economic resources" measurement focus and the accrual basis of accounting. Accordingly, all assets and liabilities (whether current or noncurrent) are included on the Statement of Net Position. The Statement of Revenues, Expenses and Changes in Fund Net Position present increases (revenues) and decreases (expenses) in total net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which a liability is incurred.

Florin Resource Conservation District
Notes to Basic Financial Statements, Continued
For the years ended June 30, 2016 and 2015

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

C. Basis of Accounting and Measurement Focus, Continued

Proprietary Fund Financial Statements, Continued

Operating revenues in the proprietary funds are those revenues that are generated from the primary operations of the fund. All other revenues are reported as nonoperating revenues. Operating expenses are those expenses that are essential to the primary operations of the fund. All other expenses are reported as nonoperating expenses

The District reports the Water District and the Office Building Funds as proprietary funds of the District.

Water District Fund accounts for all activities related to the Elk Grove Water District, which provides water to commercial and residential customers in the District's service area.

Office Building Fund accounts for all activities related to a building owned by the District on Florin Road in Sacramento, California and leased to the County of Sacramento Department of Human Assistance.

D. Cash, Cash Equivalents and Investments

The District categorizes the fair value measurements of its investments based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The District does not have any investments that are measured using Level 3 inputs. For purposes of the statement of cash flows, the District considers all highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents, including restricted assets and the District's investment in the State of California Local Agency Investment Fund (LAIF).

E. Restricted Cash and Investments

Certain proceeds of the District's long-term debt are classified as restricted cash and investments on the statement of net position because their use is limited by applicable bond covenants. The "reserve" account is used to report resources set aside to make up potential future deficiencies in the bond's debt service. Certain unspent bond proceeds are also restricted to specific capital projects or administrative, operating and maintenance expenses in the Office Building Fund by the related debt covenants.

F. Accounts Receivable

Accounts receivable arise from billings to customers for water usage and include an estimate for unbilled revenues earned from the dates the customers were last billed to the end of the year. An allowance for uncollectible accounts of \$77,708 and \$92,790 was recorded in the Water District Fund by the District as of June 30, 2016 and 2015.

Florin Resource Conservation District
Notes to Basic Financial Statements, Continued
For the years ended June 30, 2016 and 2015

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

G. Interfund Transactions

Borrowings between funds outstanding at the end of the fiscal year are referred to as either “due to/from other funds” (i.e. short term borrowings) or “advance to/from other funds” (i.e. long term borrowings).

H. Inventory

Inventory consists primarily of materials used in the construction and maintenance of the water system and is valued using the specific identification method. The cost of the inventory is recorded as an expense when consumed, rather than when purchased.

I. Capital Assets

Capital assets are reported in the applicable governmental or business-type activities column in the government-wide financial statements. Such assets are recorded at historical cost if purchased or constructed. Donated or contributed assets are recorded at the estimated fair market value at the date of donation. Capital assets owned by the proprietary funds are recorded at cost. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Depreciation is computed on the straight-line basis over the estimated useful lives of the various classes of assets as follows:

Buildings	40 years
Improvements	10-15 years
Equipment	5 - 25 years
Water treatment and distribution system	25 - 80 years

It is the District’s policy to capitalize all capital assets with a useful life of more than one year, and original cost of \$5,000 or greater. Costs of the assets sold or retired (all the related amounts of accumulated depreciation) are eliminated from the statement of net position in the year of sale or retirement, and the resulting gain or loss is recognized in operations.

J. Bond Discounts, Premiums and Deferred Amount on Refunding of Long-Term Debt

Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight line method which does not significantly differ from the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are expensed as incurred.

Florin Resource Conservation District
Notes to Basic Financial Statements, Continued
For the years ended June 30, 2016 and 2015

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

J. *Bond Discounts, Premiums and Deferred Amount on Refunding of Long-Term Debt, Continued*

Accounting gains or losses resulting from advance refunding of long-term debt are deferred in accordance with GASB Statement No. 65, *Items previously Reported as Assets and Liabilities*, and are reported as deferred inflows of resources or deferred outflows of resources on the financial statements. Deferred amounts on bond refunding are amortized over the remaining life of the old debt (had it not been refunded) or the life of the new debt, whichever is shorter.

K. *Due to Other Governments*

Due to other governments in the General Fund consisted of rents collected by the District on property jointly owned with two other resource conservation districts that had not been remitted to the other districts at year-end. Due to other governments in the Water District Fund mainly consisted of \$245,803 and \$226,403 payable to the County of Sacramento for water purchases at June 30, 2016 and 2015, respectively.

L. *Compensated Absences*

The District's policy allows employees to accumulate earned, but unused personnel leave time at the rate of twelve days per year and vacation time at the rate of five days per year after six months of service, ten days per year after two years of service and fifteen days per year after five years of service. The liability for these compensated absences is recorded as a long-term liability in the proprietary fund and government-wide statements. The current portion of this long-term liability is estimated based on historical trends. In the fund financial statements, governmental funds only report the compensated absence liability that have matured, such as for employee resignations or retirements, while the proprietary funds report the liability as it is incurred. The General Fund has no employees assigned to it and, thus no compensated absence amount is reported under governmental activities.

M. *Unearned Revenue*

As of June 30, 2016 and as of June 30, 2015, the District had not recorded any unearned revenues.

Florin Resource Conservation District
Notes to Basic Financial Statements, Continued
For the years ended June 30, 2016 and 2015

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

N. Net Position and Fund Balance

The government-wide and proprietary fund financial statements present net position. Net position is categorized as the net investment in capital assets, restricted, and unrestricted:

Net Investment in Capital Assets - This amount consists of capital assets net of accumulated depreciation and reduced by outstanding debt that is attributed to the acquisition, construction, or improvement of the capital assets.

Restricted Net Position - This amount is restricted by external creditors, grantors, contributors, laws or regulations of other governments.

Unrestricted Net Position - This amount is the remaining net position that does not meet the definition of "invested in capital assets, net of related debt" or "restricted net position."

The fund balance of the General Fund is reported as uncommitted according to GASB Statement No. 54 because the Board of Directors has approved no constraints on its use.

O. Use of Estimates

The preparation of financial statements, in conformity with accounting principles generally accepted in the United States of America, requires management, at the date of the financial statements, to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities as well as the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

P. Risk Management

The District is exposed to various risks of loss related to tort; theft of, damage to and destruction of assets; errors and omissions and natural disasters. These risks are covered by commercial insurance purchased from independent third parties and through the District's participation in the Special District Risk Management Authority as described in Note 6. The insurance is subject to a deductible. No significant claims occurred during the years ended June 30, 2016 and 2015. Settled claims from these risks have not exceeded commercial insurance coverage for the past three years. There were no significant reductions in insurance coverage from the prior year.

Florin Resource Conservation District
Notes to Basic Financial Statements, Continued
For the years ended June 30, 2016 and 2015

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

Q. *Deferred Outflows/Inflows of Resources*

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and will not be recognized as an outflow of resources (expense/ expenditure) until then. The government reports a deferred charge on refunding debt, deferred employer pension contributions, and other deferred outflows related to the District's pension plans in this category.

In addition to liabilities, the statement of net position or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and will not be recognized as an inflow of resources (revenue) until that time.

The government reports three items in this category related to changes in the District's net pension liability that are deferred and amortized over a stated period. Certain changes in the District's net pension liability are required to be deferred and reflected in pension expense over a closed amortization period. Deferred inflows of resources reported in the government-wide and proprietary funds' statement of net position related to changes in the net pension liability are described in Note 7.

R. *Pensions*

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net positions of the District's California Public Employee's Retirement System (CalPERS) plan (Plan) and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value.

S *New Pronouncements*

In 2016, the District adopted new accounting standards in order to conform to the following Governmental Accounting Standards Board Statements:

- GASB Statement No. 72, *Fair Value Measurement and Application*- This Statement addresses accounting and financial reporting issues related to fair value measurements. The definition of *fair value* is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. This Statement provides guidance for determining a fair value measurement for financial reporting purposes. This Statement also provides guidance for applying fair value to certain investments and disclosures related to all fair value measurements. There was no impact on beginning net position as part of implementation of this accounting standard.

Florin Resource Conservation District
Notes to Basic Financial Statements, Continued
For the years ended June 30, 2016 and 2015

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

S. New Pronouncement, Continued

- GASB Statement No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68*- The objective of this Statement is to improve the usefulness of information about pensions included in the general purpose external financial reports of state and local governments for making decisions and assessing accountability. This Statement results from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for all postemployment benefits with regard to providing decision-useful information, supporting assessments of accountability and interperiod equity, and creating additional transparency. There was no impact on beginning net position as part of implementation of this accounting standard.
- GASB Statement No. 76, *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments*- The objective of this Statement is to identify—in the context of the current governmental financial reporting environment—the hierarchy of generally accepted accounting principles (GAAP). The “GAAP hierarchy” consists of the sources of accounting principles used to prepare financial statements of state and local governmental entities in conformity with GAAP and the framework for selecting those principles. This Statement reduces the GAAP hierarchy to two categories of authoritative GAAP and addresses the use of authoritative and nonauthoritative literature in the event that the accounting treatment for a transaction or other event is not specified within a source of authoritative GAAP. There was no impact on beginning net position as part of implementation of this accounting standard.
- GASB Statement No. 79, *Certain External Investment Pools and Pool Participants* - This Statement addresses accounting and financial reporting for certain external investment pools and pool participants. Specifically, it establishes criteria for an external investment pool to qualify for making the election to measure all of its investments at amortized cost for financial reporting purposes. An external investment pool qualifies for that reporting if it meets all of the applicable criteria established in this Statement. The specific criteria address (1) how the external investment pool transacts with participants; (2) requirements for portfolio maturity, quality, diversification, and liquidity; and (3) calculation and requirements of a shadow price. Significant noncompliance prevents the external investment pool from measuring all of its investments at amortized cost for financial reporting purposes. Professional judgment is required to determine if instances of noncompliance with the criteria established by this Statement during the reporting period, individually or in the aggregate, were significant. There was no impact on beginning net position as part of implementation of this accounting standard.

Florin Resource Conservation District
Notes to Basic Financial Statements, Continued
For the years ended June 30, 2016 and 2015

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

S. New Pronouncement, Continued

- GASB Statement No. 82, *Pension Issues – An Amendment of GASB Statement No. 67, No. 68, and No. 73* - This Statement addresses certain issues that had been raised with respect to Statements No. 67, *Financial Reporting for Pension Plans*, No. 68, *Accounting and Financial Reporting for Pensions*, and No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB 67 and 68*. Specifically, this Statement addresses issued regarding (1) the presentation of payroll-related measures in the required supplementary information, (2) the selection of assumptions and the treatment of deviations from the guidance in an Actuarial Standard of Practice for financial reporting purposes, and (3) the classification of payments made by employers to satisfy employee (plan member) contribution requirements. The City updated covered employee payroll information in the required supplementary information as part of implementation of this accounting standard.

2. CASH AND INVESTMENTS

A. Summary of Cash and Investments

Cash and investments are classified in the accompanying financial statements as follows:

	As of June 30, 2016		
	Government-Wide Statement of Net Position		
	Governmental Activities	Business-Type Activities	Total
Deposits and investments	\$ 95,044	\$ 11,295,772	\$ 11,390,816
Restricted cash and investments	-	412,862	412,862
Total cash and investments	\$ 95,044	\$ 11,708,634	\$ 11,803,678
	As of June 30, 2015		
	Government-Wide Statement of Net Position		
	Governmental Activities	Business-Type Activities	Total
Deposits and investments	\$ 127,886	\$ 11,531,290	\$ 11,659,176
Restricted cash and investments	-	1,813,736	1,813,736
Total cash and investments	\$ 127,886	\$ 13,345,026	\$ 13,472,912

Florin Resource Conservation District
Notes to Basic Financial Statements, Continued
For the years ended June 30, 2016 and 2015

2. CASH AND INVESTMENTS, Continued

A. Summary of Cash and Investments, Continued

Cash and investments were classified according to GASB Statement No 40 as follows as of June 30:

	2016	2015
Cash on hand	\$ 991	\$ 1,000
Deposits with financial institution	1,051,194	8,823,770
Total cash on hand and deposits	<u>1,052,185</u>	<u>8,824,770</u>
Local Agency Investment funds	337,525	2,834,406
CalTrust	2,000,000	-
Investments held by Custodian	8,001,106	-
Total investments	<u>10,338,631</u>	<u>2,834,406</u>
Total District Treasury	<u>11,390,816</u>	<u>11,659,176</u>
Cash with fiscal agent	<u>412,862</u>	<u>1,813,736</u>
Total cash and investments	<u><u>\$ 11,803,678</u></u>	<u><u>\$ 13,472,912</u></u>

B. Deposits

The carrying amount of the District's cash deposit was \$1,051,194 and \$8,823,770 at June 30 2016 and 2015 respectively. Balance before reconciling amounts were a positive amount of \$1,489,349 and \$9,476,065 at June 30, 2016 and 2015 respectively. The District has waived collateral requirements for cash deposits, which are fully insured up to \$250,000 by the Federal Deposit Insurance Corporation. The remaining amount was collateralized with securities pledged by the pledging financial institution in the District's name.

The California Government Code (Code) requires California banks and savings and loan associations to secure the District's cash deposits by pledging securities as collateral. The Code states that collateral pledged in this manner shall have the effect of perfecting a security interest in such collateral superior to those of a general creditor. Thus, collateral for cash deposits is considered to be held in the District's name.

The market value of the pledged securities must equal at least 110% of the District's cash deposits. California law also allows institutions to secure District deposits by pledging first trust deed mortgage notes having a value of 150% of the District's total cash deposits.

The District follows the practice of pooling cash and investments of all funds, except for funds required to be held by fiscal agents under the provisions of bond indentures. Interest income earned on pooled cash and investments is allocated to the various funds based on the period-end cash and investment balances. Interest income from cash and investments with fiscal agents is credited directly to the related fund.

Florin Resource Conservation District
Notes to Basic Financial Statements, Continued
For the years ended June 30, 2016 and 2015

2. CASH AND INVESTMENTS, Continued

C. Investments

Investments are reported at fair value. California statutes authorize special districts to invest idle or surplus funds in a variety of credit instruments as provided for in the California Government Code, Section 53600, Chapter 4 – Financial Affairs. The table below identifies the investment types that are authorized for the District by the California Government Code (or the District’s investment policy, where more restricted) that address interest rate risk, credit risk, and concentration of credit risk. The table does not address investments of debt proceeds held by the bond trustee that are governed by the provisions of debt agreements of the District, rather than the general provisions of the California Government Code or the District’s investment policy. The District’s permissible investments include the following instruments:

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Agency Bonds	5 years	None	None
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
California Local Agency Investment	5 years	None	None
Bankers Acceptances	180 days	40%	30%
Commercial Paper	270 days	25%	10%
Negotiable Certificates and Time Deposits	5 years	30%	None
Repurchase Agreements	1 year	None	None
Reverse Repurchase Agreements	92 days	20%	None
Medium Term Corporate Notes	5 years	30%	None
Mutual Funds	N/A	20%	10%
Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-through Securities	5 years	20%	None
Financial Futures and Option Contracts	1	1	1
Investment Pools, including LAIF	None	None	None

1 - The District may invest in financial futures and option contracts of any of the above authorized categories, subject to the same overall portfolio limitations.

The District complied with the provisions of the California Government Code and its investment policy pertaining to the types of investments held, the institutions in which deposits were made and the security requirements. The District will continue to monitor compliance with applicable statutes pertaining to public deposits and investments.

Florin Resource Conservation District
Notes to Basic Financial Statements, Continued
For the years ended June 30, 2016 and 2015

2. CASH AND INVESTMENTS, Continued

C. Investments, Continued

Investments are stated at fair value using the aggregate method in all funds, resulting in the following investment income in all funds:

	2016	2015
Interest income	\$ 18,881	\$ 19,014
Unrealized gain in changes in fair value of investments	1,214	1,066
Total investment income	\$ 20,095	\$ 20,080

The District's portfolio value fluctuates in an inverse relationship to any change in interest rate. Accordingly, if interest rates rise, the portfolio value will decline. If interest rates fall, the portfolio value will rise. The portfolio for year-end reporting purposes is treated as if it were all sold. Therefore, fund balance must reflect the portfolio's change in value. These portfolio value changes are unrealized unless sold. Generally the District's practice is to buy and hold investments until maturity dates. Consequently, the District's investments are carried at fair value.

The District is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The District's investments with LAIF at June 30, 2016 and 2015, include a portion of the pool funds invested in Structured Notes and Asset-Backed Securities. These investments include the following:

Structured Notes - are debt securities (other than asset-backed securities) whose cash flow characteristics (coupon rate, redemption amount, or stated maturity) depend upon one or more indices and/or have embedded forwards or options.

Asset-Backed Securities - the bulk of which are mortgage-backed securities, entitle their purchasers to receive a share of the cash flows from a pool of assets such as principal and interest repayments from a pool of mortgages (such as Collateralized Mortgage Obligations) or credit card receivables.

As of June 30, 2016, the District had \$345,873.55 invested in LAIF, which had invested 2.81% of the pool investments funds in Structured Notes and Asset-Backed Securities as compared to 2.08% in the previous year. The LAIF fair value factor of 1.000621222 was used to calculate the fair value of the investments in LAIF.

As of June 30, 2015, the District had \$2,843,259 invested in LAIF, which had invested 2.08% of the pool investments funds in Structured Notes and Asset-Backed Securities as compared to 1.86% in the previous year. The LAIF fair value factor of 1.000375979 was used to calculate the fair value of the investments in LAIF.

Florin Resource Conservation District
Notes to Basic Financial Statements, Continued
For the years ended June 30, 2016 and 2015

2. CASH AND INVESTMENTS, Continued

D. Risk Disclosures

Interest Risk: Interest rate risk is the market value fluctuation due to overall changes in the interest rates. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes, in market interest rates. One of the ways the District manages its exposure to interest rate risk is by purchasing a combination of shorter term and longer term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations. The District's investment policy does not contain any provisions limiting interest rate risk that are more restrictive than what is specified in the California Government Code.

Information about the sensitivity of the fair values of the District's investments (including investments held by bond trustee) to market interest rate fluctuations is provided by the following table that shows the distribution of the District's investments by maturity as of June 30, 2016 and 2015:

2016

Investment Type	Fair Value	Investment Maturities (in years)				
		1 year or Less	2 years	3 years	4 years	5 years or More
Securities of U.S. Government						
Treasury and Agencies:						
Federal Farm Credit Bank Bonds	\$ 1,000,330	\$ -	\$ -	\$ -	\$ -	\$ 1,000,330
Federal Home Loan Banks	501,330	-	-	501,330	-	-
Federal Home Loan Mortg Corp Notes	4,497,606	-	-	1,000,600	-	3,497,006
Federal National Mortg Assoc Notes	2,001,840	-	-	-	1,000,950	1,000,890
CalTrust	2,000,000	2,000,000	-	-	-	-
Local Agency Investment Fund	337,525	337,525	-	-	-	-
Total	\$ 10,338,631	\$ 2,337,525	\$ -	\$ 1,501,930	\$ 1,000,950	\$ 5,498,226

2015

Investment Type	Fair Value	Investment Maturities (in years)
		1 year or Less
Local Agency Investment Fund	\$ 2,834,406	\$ 2,834,406
Total	\$ 2,834,406	\$ 2,834,406

Florin Resource Conservation District
Notes to Basic Financial Statements, Continued
For the years ended June 30, 2016 and 2015

2. CASH AND INVESTMENTS, Continued

D. Risk Disclosures, Continued

Credit Risk: Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligations to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. At June 30, 2016 the District's deposits and investments were rated as follows:

	Credit Quality Ratings	
	Moody's	S&P
Federal Farm Credit Bank Bonds	Aaaa	AA+
Federal Home Loan Banks	Aaaa	AA+
Federal Home Loan Mortg Corp Notes	Aaaa	AA+
Federal National Mortg Association Notes	Aaaa	AA+
Local Agency Investment Funds	Unrated	Unrated
CalTrust	Unrated	AAf/S1+

Concentration of Credit Risk: The California Government Code limits the amount the District may invest in any one issuer, with the exception of U.S. Treasury obligations, U.S. Agency securities and LAIF. The District has no investments in any one issuer (other than money market mutual funds and external investment pools) that represent 5% or more of total District investments.

Custodial credit risk: Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g. broker-dealer) to a transaction, a government will not be able to recover the value for its investment or collateral securities that are in the possession of another party.

E. Investment Valuation

Investments (except money market accounts that are included as part of restricted cash and investments) are measured at fair value on a recurring basis. *Recurring* fair value measurements, are those that Governmental Accounting Standards Board (GASB) Statements require or permit in the statement of net position at the end of each reporting period. Fair value measurements are categorized based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. Investments' fair value measurements at June 30, 2016 are described on the following page:

Florin Resource Conservation District
Notes to Basic Financial Statements, Continued
For the years ended June 30, 2016 and 2015

2. CASH AND INVESTMENTS, Continued

E. Investment Valuation, Continued

Investment Type	Fair Value	Fair Value Measurement Using		
		Level 1	Level 2	Level 3
Securities of U.S. Government				
Treasury and Agencies:				
Federal Farm Credit Bank Bonds	\$ 1,000,330	\$ -	\$ 1,000,330	\$ -
Federal Home Loan Banks	501,330	-	501,330	-
Federal Home Loan Mortg Corp Notes	4,497,606	-	4,497,606	-
Federal National Mortg Assoc Notes	2,001,840	-	2,001,840	-
CalTrust	2,000,000	-	2,000,000	-
Local Agency Investment Fund	337,525	-	337,525	-
Total	\$ 10,338,631	\$ -	\$ 10,338,631	\$ -

Federal Agency Securities categorized as Level 2 are valued based on matrix pricing which use observable market inputs such as yield curves and market indices that are derived principally from or corroborated by observable market data by correlation to other means.

The District's invests in two CalTrust investment pools (short-term pool and medium term pool). Both investment pools consist of a variety of investments including U.S. agency securities, corporate bonds, asset-backed securities, U.S. treasury obligations, and other. Majority of investments in the CalTrust pools are categorized as Level 2 based on other significant observable inputs (including quoted prices for similar securities and identical securities in inactive markets, interest rates, credit risk, etc.). The District categorized its investment in CalTrust based on the lowest significant input used by CalTrust to determine its average price per share.

The District's fair value for its investment in the State of California Local Agency Investment Fund (LAIF) is based on the fair market value factors provided by LAIF that are calculated based on the total fair market value of the pool. LAIF includes investments categorized as Level 1 such as United States Treasury securities, Federal Agency securities, and supranational debentures that are valued based on prices quoted in active markets and investments categorized as Level 2 such as negotiable certificates of deposit and bank notes that are based on market corroborated pricing utilizing inputs such as yield curves and indices that are derived principally from or corroborated by observable market data by correlation to other means. The District categorized its investments in LAIF based on the lowest significant input used to determine the fair market value of the total pool.

Florin Resource Conservation District
Notes to Basic Financial Statements, Continued
For the years ended June 30, 2016 and 2015

3. CAPITAL ASSETS

There were no governmental activity capital assets for the years ended June 30, 2016 and 2015.

Business-type activities capital asset activity for the years ended June 30 were as follows:

	Balance		2015		2016		Balance June 30, 2016	
	June 30, 2014 as Restated		Additions	Reductions	June 30, 2015	Additions		Reductions
Capital assets not being depreciated:								
Land	\$ 1,243,882	\$ -	\$ -	\$ -	\$ 1,243,882	\$ -	\$ (605,807)	\$ 638,075
Construction in progress	838,339	511,488	-	-	1,349,827	1,509,476	(1,548,222)	1,311,081
Total capital assets not being depreciated	<u>2,082,221</u>	<u>511,488</u>	<u>-</u>	<u>-</u>	<u>2,593,709</u>	<u>1,509,476</u>	<u>(2,154,029)</u>	<u>1,949,156</u>
Capital assets being depreciated:								
Buildings	13,105,906	-	-	-	13,105,906	56,586	(12,023,510)	1,138,982
Wells	8,243,532	105,000	-	-	8,348,532	82,582	-	8,431,114
Treatment Plants	11,203,786	953,004	-	-	12,156,790	641,951	-	12,798,741
Water mains	73,229,626	367,839	-	-	73,597,465	560,071	(28,184)	74,129,352
Equipment	2,142,733	66,714	(16,500)	(16,500)	2,192,947	145,479	(48,876)	2,289,550
Total assets being depreciated	<u>107,925,583</u>	<u>1,492,557</u>	<u>(16,500)</u>	<u>(16,500)</u>	<u>109,401,640</u>	<u>1,486,669</u>	<u>(12,100,570)</u>	<u>98,787,739</u>
Less accumulated depreciation for:								
Buildings	(5,207,806)	(339,332)	-	-	(5,547,138)	(24,359)	5,240,998	(330,499)
Wells	(3,834,391)	(315,365)	-	-	(4,149,756)	(311,860)	-	(4,461,616)
Treatment Plants	(4,640,430)	(352,614)	-	-	(4,993,044)	(347,094)	-	(5,340,138)
Water mains	(15,935,737)	(915,370)	-	-	(16,851,107)	(919,616)	14,092	(17,756,631)
Equipment	(1,963,523)	(82,289)	16,500	16,500	(2,029,312)	(55,480)	48,876	(2,035,916)
Total accumulated depreciation	<u>(31,581,887)</u>	<u>(2,004,970)</u>	<u>16,500</u>	<u>16,500</u>	<u>(33,570,357)</u>	<u>(1,658,409)</u>	<u>5,303,966</u>	<u>(29,924,800)</u>
Total capital assets being depreciated, net	<u>76,343,696</u>	<u>(512,413)</u>	<u>-</u>	<u>-</u>	<u>75,831,283</u>	<u>(171,740)</u>	<u>(6,796,604)</u>	<u>68,862,939</u>
Total capital assets, net	<u>\$ 78,425,917</u>	<u>\$ (925)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 78,424,992</u>	<u>\$ 1,337,736</u>	<u>\$ (8,950,633)</u>	<u>\$ 70,812,095</u>

Depreciation expense of \$1,658,409 and \$1,696,67 was allocated to the Water District activities and \$0 and \$308,292 was allocated to the Office Building activities in the government-wide statement of activities during the years ended June 30, 2016 and 2015, respectively.

The District restated its capital asset balances as of June 30, 2014 based on an updated study of all capital assets owned by the District.

Florin Resource Conservation District
Notes to Basic Financial Statements, Continued
For the years ended June 30, 2016 and 2015

4. LONG-TERM DEBT

The following is a summary of long-term liability activity for the years ended June 30:

	Balance	2016		Balance	Due Within
	July 1, 2015	Additions	Reductions	June 30, 2016	One Year
Business-type activities:					
Water District Fund					
Certificates of Participation					
2002 Refunding, Series A	\$ 1,100,000	\$ -	\$ (725,000)	\$ 375,000	\$ 375,000
2002 Capital Improvement, Series B	2,075,000	-	(2,075,000)	-	-
2003 Capital Improvement, Series A	3,915,000	-	(3,915,000)	-	-
2005 Capital Improvement, Series A	11,077,145	-	(11,077,145)	-	-
2014 Refunding, Series A	32,325,000	-	-	32,325,000	715,000
2016 Refunding, Series A	-	14,875,000	-	14,875,000	350,000
Total Water District Fund debt	50,492,145	14,875,000	(17,792,145)	47,575,000	1,440,000
Compensated absences	170,716	36,544	-	207,260	121,463
Total Water District Fund	50,662,861	\$ 14,911,544	\$ (17,792,145)	\$ 47,782,260	\$ 1,561,463
Unamortized bond discounts & premiums	2,021,622	-	(116,917)	2,138,539	
Less: Due within one year	(1,551,463)			(1,561,463)	
Due in more than one year	\$ 51,133,020			\$ 48,359,336	
Office Building Fund					
2003 Subordinate Lien Refunding,					
Series B capital appreciation					
certificates	\$ 9,816,994	\$ -	\$ (9,816,994)	\$ -	\$ -
Accreted interest on capital					
appreciation certificates	2,039,690		(2,039,690)	-	-
Total Office Building Fund debt	11,856,684	-	(11,856,684)	-	-
Unamortized bond discounts	(163,052)		163,052		
Less: Due within one year	(11,693,632)			-	
Due in more than one year	\$ -			\$ -	

Florin Resource Conservation District
Notes to Basic Financial Statements, Continued
For the years ended June 30, 2016 and 2015

4. LONG-TERM DEBT, Continued

	Balance	2015		Balance	Due Within
	July 1, 2014	Additions	Reductions	June 30, 2015	One Year
Business-type activities:					
Water District Fund					
Certificates of Participation					
2002 Refunding, Series A	\$ 20,700,000	\$ -	\$ (19,600,000)	\$ 1,100,000	\$ 725,000
2002 Capital Improvement, Series B	8,540,000	-	(6,465,000)	2,075,000	300,000
2003 Capital Improvement, Series A	11,030,000	-	(7,115,000)	3,915,000	310,000
2005 Capital Improvement, Series A	12,807,145	-	(1,730,000)	11,077,145	95,000
2014 Refunding, Series A	-	32,325,000	-	32,325,000	
Total Water District Fund debt	53,077,145	32,325,000	(34,910,000)	50,492,145	1,430,000
Compensated absences	149,128	21,588	-	170,716	121,463
Total Water District Fund	53,226,273	\$ 32,346,588	\$ (34,910,000)	50,662,861	\$ 1,551,463
Unamortized bond discounts & premiums	(587,689)	2,268,278	(341,033)	2,021,622	
Less: Due within one year	(1,409,518)			(1,551,463)	
Due in more than one year	\$ 51,229,066			\$ 51,133,020	
Office Building Fund					
2003 Subordinate Lien Refunding,					
Series B capital appreciation					
certificates	\$ 10,251,994	\$ -	\$ (435,000)	\$ 9,816,994	\$ 9,816,994
Accreted interest on capital					
appreciation certificates	1,799,018	240,672	-	2,039,690	2,039,690
Total Office Building Fund debt	12,051,012	240,672	(435,000)	11,856,684	11,856,684
Unamortized bond discounts	(175,056)		(12,004)	(163,052)	(163,052)
Less: Due within one year	(11,875,956)			11,693,632	
Due in more than one year	\$ -			\$ -	

Florin Resource Conservation District
Notes to Basic Financial Statements, Continued
For the years ended June 30, 2016 and 2015

4. LONG-TERM DEBT, Continued

Long-term debt related to business-type activities consisted of the following at June 30:

	2016	2015
<u>Water District Fund</u>		
<u>2002 Refunding Certificates of Participation, Elk Grove Water Service, Series A</u>		
On August 16, 2002, the District issued the 2002 Refunding Certificates of Participation, Elk Grove Water Service, Series A in the amount of \$23,675,000. The proceeds were used to refund the 1999 Certificates of Participation, Elk Grove Water Service Acquisition, Series A and B and 1999 Subordinate Lien Capital Appreciation Certificates of Participation, Elk Grove Water Service Acquisition, Series C. The Certificates are secured by a lien on the net water system revenues. Semi-annual principal payments of \$305,000 to \$825,000 are due on September 1 and March 1 through March 1, 2033. Semi-annual interest payments of \$20,625 to \$502,444 are due on September 1 and March 1 through March 1, 2033. Interest rates range from 4.25% to 5.00%.	\$ 375,000	\$ 1,100,000
<u>2002 Capital Improvement Certificates of Participation, Elk Grove Water Service, Series B:</u>		
On August 16, 2002, the District issued the 2002 Capital Improvement Certificates of Participation, Elk Grove Water Service, Series B in the amount of \$10,170,000. The proceeds were used for certain improvements to the water system. The Certificates are secured by a lien on the net water system revenues. Semi-annual principal payments of \$140,000 to \$340,000 are due on September 1 and March 1 through March 1, 2033. Semi-annual interest payments of \$8,500 to \$207,225 are due on September 1 and March 1 through March 1, 2033. Interest rates range from 4.25% to 5.00%	\$ -	\$ 2,075,000
<u>2003 Capital Improvement Certificates of Participation, Elk Grove Water Service, Series A:</u>		
On October 9, 2003, the District issued the 2003 Capital Improvement Certificates of Participation, Elk Grove Water Service, Series A in the amount of \$11,910,000. The proceeds were used for certain improvements to the water system. The net revenues of the water system are pledged under the installment sale agreement. The Certificates are secured by a lien on the net water system revenues. Semi-annual principal payments of \$140,000 to \$470,000 are due on March 1 and September 1 through September 1, 2033. Semi-annual interest payments of \$11,750 to \$268,751 are due March 1 and September 1 through September 1, 2033. Interest rates range from 3.90% to 5.00%.	\$ -	\$ 3,915,000

Florin Resource Conservation District
Notes to Basic Financial Statements, Continued
For the years ended June 30, 2016 and 2015

4. LONG TERM DEBT, Continued

	2016	2015
<u>2005 Capital Improvement Certificates of Participation, Elk Grove Water Service, Series A (Current Interest Certificates and Capital Appreciation Certificates):</u>		
<p>On March 8, 2005, the District issued the 2005 Capital Improvement Certificates of Participation, Elk Grove Water Service, Series A (Current Interest Certificates and Capital Appreciation Certificates) in the amount of \$13,267,145. The proceeds were used for certain improvements to the water system. The Certificates are secured by a lien on the net water system revenues. Semi-annual principal payments of \$30,000 to \$390,000 are due on March 1 and September 1 through September 1, 2045. Semi-annual interest payments of \$9,500 to \$301,346 are due March 1 and September 1 through September 1, 2045. Interest rates range from 3.80% to 4.75%.</p>	\$	- \$ 11,077,145
<u>Florin Resource Conservation District, Water Revenue Refunding Bonds, 2014 Series A</u>		
<p>On December 16, 2014, the District issued the Florin Resource Conservation District, Water Revenue Refunding Bonds, 2014 Series A in the amount of \$32,325,000. The proceeds were used to prepay aggregate principal amount of outstanding certificates of participation previously executed and delivered by the District, purchase a debt service reserve surety bond, and pay for certain costs associated with the issuance of the 2014 Series A Bonds. The Bonds are secured by a lien on the net water system revenues. Annual principal payments of \$715,000 to \$2,450,000 are due on September 1 through September 1, 2032. Semi-annual interest payments of \$37,625 to \$688,909 are due March 1 and September 1, 2016 through September 1, 2032. Interest rates range from 4.30% to 5.00%. The refunding resulted in an economic gain of \$3,563,207 and an accounting loss that was recorded as a deferred outflow of resources. The unamortized balance of the deferred loss on refunding as of June 30, 2016 was \$712,404. The aggregate difference between the debt service requirements of the refunding bonds and remaining debt service of the refunded bonds was \$4,893,871.</p>	\$	32,325,000 32,325,000
<u>Florin Resource Conservation District, Water Revenue Refunding Bonds, 2016 Series A</u>		
<p>On June 7, 2016, the District issued the Florin Resource Conservation District, Water Revenue Refunding Bonds, 2016 Series A in the amount of \$14,875,000. The proceeds were used to prepay aggregate principal amount of outstanding certificates of participation previously executed and delivered by the District, purchase a debt service reserve surety bond, and pay for certain costs associated with the issuance of the 2016 Series A Bonds. The Bonds are secured by a lien on the net water system revenues. Annual principal payments of \$350,000 to \$2,395,000 are due on September 1 through September 1, 2032. Semi-annual interest payments of \$43,110 to \$124,950 are due March 1, 2016 and September 1 through September 1, 2032. Interest rate 3.6%. The refunding resulted in an economic gain of \$2,098,268 and an accounting loss that was recorded as a deferred outflow of resources. The unamortized balance of the deferred loss on refunding as of June 30, 2016 was \$470,443. The aggregate difference between the debt service requirements of the refunding bonds and the remaining debt service of the refunded bonds was \$9,573,508.</p>	\$14,875,000	-

Florin Resource Conservation District
Notes to Basic Financial Statements, Continued
For the years ended June 30, 2016 and 2015

4. LONG TERM DEBT, Continued

	2016	2015
<p><u>2003 Subordinate Lien Refunding Certificates of Participation, Office Building, Series B</u> <u>(Current Interest Certificates and Capital Appreciation Certificates):</u></p> <p>On March 13, 2003, the Florin Resource Conservation District Economic Development Corporation issued the 2003 Subordinate Lien Refunding Certificates of Participation, Office Building, Series B (Current Interest Certificates and Capital Appreciation Certificates) in the amount of \$10,666,994. Proceeds were used to refund the 1998 Certificates of Participation Senior Lien Current Interest Certificates and the 1998 Certificates originally issued to finance the purchase of an office building. The Certificates are secured by the gross rental revenues of the building financed under a lease agreement with the County of Sacramento Department of Human Assistance. Semi-annual principal payments of \$215,000 to \$523,609 are due on August 1 and February 1, through February 1, 2029. Semi-annual interest payments of \$13,205 to \$249,149 are due August 1 and February 1 through February 1, 2029. Interest rates range from 5.00% to 7.50%</p>	\$	- \$ 9,816,994
<p>The Capital Appreciation Certificates will be repaid in the amount of \$5,863,007 beginning August 1, 2023. Payments of \$508,511 to \$646,392 will be made on the Certificates each August 1 and February 1 from August 1, 2023 to February 1, 2034 at interest rates of 7.00% to 7.50%. Interest on these Certificates will be accreted over the life of the Certificates in the amount of \$37,307 to \$240,672 per year. The accreted interest is reported as part of long-term liabilities.</p>	\$	- \$ 2,039,690

Florin Resource Conservation District
Notes to Basic Financial Statements, Continued
For the years ended June 30, 2016 and 2015

4. LONG TERM DEBT, Continued

The annual requirements to amortize the outstanding business-type activities debt as of June 30, 2016 are as follows:

Year Ending June 30,	Water District Fund		
	2002 Series A, 2014 Refunding Series A, and 2016 Refundings, Series A Bonds		
	Principal	Interest	Total
2017	\$ 1,440,000	\$ 1,757,888	\$ 3,197,888
2018	1,990,000	1,833,349	3,823,349
2019	2,070,000	1,753,909	3,823,909
2020	2,165,000	1,661,734	3,826,734
2021	2,300,000	1,555,469	3,855,469
2022-2026	13,390,000	6,092,228	19,482,228
2027-2031	16,575,000	3,322,283	19,897,283
2032-2036	7,645,000	319,660	7,964,660
	<u>\$ 47,575,000</u>	<u>\$ 18,296,520</u>	<u>\$ 65,871,520</u>

Pledged Revenues: The District has pledged future water system revenues, net of specified operating expenses, to repay its 2002 Series A and B, 2003 Series A and 2005 Series A Certificates of Participation, Elk Grove Water Service, 2014 Series A Water Revenue Refunding Bonds, and 2016 Series A Water Revenue Refunding Bonds in the original amount of \$23,675,000, \$10,170,000, \$11,910,000 and \$13,267,145, \$32,325,000, and \$14,875,000 respectively. Proceeds of the Certificates were used to refund certain debt issuances as described above and to fund improvements to the water system. The Certificates are payable solely from water system revenues and are payable through September 2033. Annual principal and interest remaining to be paid on the Certificates were \$65,871,520 and \$79,883,874 at June 30, 2016 and 2015. Cash basis principal and interest paid on the Certificates were \$4,080,771 and \$3,290,466 and total water system net revenues calculated in accordance with the covenants were \$5,990,902 and \$4,724,627 at June 30, 2016 and 2015, respectively.

Florin Resource Conservation District
Notes to Basic Financial Statements, Continued
For the years ended June 30, 2016 and 2015

4. LONG TERM DEBT, Continued

The Certificate of Participation and Bonds above contain clauses requiring the District to collect rates and charges from its water system that will be sufficient to yield net revenue equal to a minimum ratio under two separate debt covenants.

Covenant 1: The net revenue (as defined) plus the stabilization fund are required to be at least 1.25 times the sum of the cash basis installment payments of interest and principal on the outstanding Certificates and any parity debt. Net revenue is accrual basis operating income plus interest and depreciation.

* Covenant 1 was no longer applicable for fiscal year 2015 as the District met the debt clause stating that if the District reached 1.40 or greater coverage for 3 consecutive years, the District could partially or completely liquidate the rate stabilization fund.

Covenant 2: The net revenues in Covenant 1, less the rate stabilization fund, are required to be at least 1.15 times the sum of the cash basis installment principal and interest payments on the outstanding Certificates and any other obligation payable from water system revenues.

According to the terms of the Certificates of Participation, the District must retain an independent rate consultant to advise the District on the operation of the water system and the adjustment of rates and charges in order to achieve compliance with the foregoing covenants for the current and subsequent fiscal years. In addition, if the rate covenant is not attained, all net revenues remaining after paying the current principal and interest with respect to the Certificates will be held in the rate stabilization fund until such time that an independent Certified Public Accountant certifies that the rate covenant has been met on an audited basis.

The following is a calculation of the required coverage ratios for the Water District Fund as of June 30:

	2016	2015
	<u> </u>	<u> </u>
Covenant 2:		
Net revenues before adjustments (operating income)	\$ 4,341,607	\$ 3,027,949
Add: Depreciation and amortization	1,649,295	1,696,678
Net revenues, not including rate stabilization fund, accrual basis	<u>5,990,902</u>	<u>4,724,627</u>
Interest and principal payments, cash basis (as defined)	<u>4,080,771</u>	<u>3,290,466</u>
Coverage ratio computed	<u>1.47</u>	<u>1.44</u>

Florin Resource Conservation District
Notes to Basic Financial Statements, Continued
For the years ended June 30, 2016 and 2015

4. LONG TERM DEBT, Continued

Arbitrage: The Tax Reform Act of 1986 instituted certain arbitrage restrictions with respect to the issuance of tax exempt bonds after August 31, 1986. Arbitrage regulations deal with investments of all tax-exempt bond proceeds at an interest yield greater than the interest paid to the bondholders. Generally, all interest paid to bond holders can be retroactive if applicable rebates are not reported and paid to the Internal Revenue Service at least every five years. The District performed calculations of excess investments earnings on various investments and financings and determined there was no arbitrage liability at June 30, 2016 and 2015.

5. NET POSITION RESERVES

The District's Board of Directors approved a reserve policy that authorized commitments of unrestricted net position in the Water District Fund for certain percentages of the change in new position reported in the audited financial statements or budget up to a specified dollar amount as follows as of June 30:

	Description	2016	2015
Operating fund	120 days of annual operations and maintenance budget	\$ 4,575,414	\$ 4,462,000
Future capital improvement fund	75% of unrestricted funds not allocated to other reserve funds	1,504,000	3,444,750
Capital improvement fund	Annual capital improvement budget	1,044,000	1,643,000
Future capital replacement fund	25% of unrestricteid funds not allocated to other reserve funds	120,000	1,148,250
Capital replacement fund	Annual capital replacement budget	3,039,268	682,000
Elections and special studies	Amount specified by Board of Directors	1,013,089	120,000
Total net position commitments		<u>\$ 11,295,771</u>	<u>\$ 11,500,000</u>

6. INSURANCE

The District is a member of the Special District Risk Management Authority (SDRMA). The SDRMA is a risk-pooling self-insurance authority, created under the provisions of the California Government Code Section 6500 et.seq. Its purpose is to provide a full risk management program for California local governments. The District pays an annual premium to SDRMA for general and auto liability, errors and omissions, property, boiler and machinery and employee dishonesty insurance coverage. The District annual premium is based on its pro-rata share of charges for the pooled risk, claims adjusting and legal costs, and administrative and other costs to operate the SDRMA. The District's coverage and corresponding deductibles follow. Note that the high deductibles below are used only in limited circumstances, such as in the case of a terrorist attack.

Florin Resource Conservation District
Notes to Basic Financial Statements, Continued
For the years ended June 30, 2016 and 2015

6. INSURANCE, Continued

Coverage	Amount	Deductible
General and auto liability (includes errors and omissions)	\$ 10,000,000	\$500 to 20,000
Property damage	1,000,000,000	1,000 to 500,000
Uninsured motorist	750,000	1,000
Boiler and machinery	100,000,000	1,000 to 350,000
Employee dishonesty	1,000,000	None
Worker's compensation	5,000,000	None
Board member liability	500,000	500

7. RETIREMENT BENEFITS

A. Plan Description

All qualified permanent and probationary employees are eligible to participate in the Public Agency Cost-Sharing Multiple-Employer Defined Benefit Pension Plan (Plan) administered by the California Public Employees' Retirement System (CalPERS.) The Plan consists of individual rate plans (benefit tiers) within a safety risk pool (police and fire) and a miscellaneous risk pool (all other). Plan assets may be used to pay benefits for any employer rate plan of the safety and miscellaneous pools. Accordingly, rate plans within the safety or miscellaneous pools are not separate plans under GASB Statement No. 68. Individual employers may sponsor more than one rate plan in the miscellaneous or safety risk pools. The District sponsors two miscellaneous rate plans. Benefit provisions under the Plan are established by State statute and District resolution. CalPERS issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions, and membership information that can be found on the CalPERS website.

B. Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members who must be public employees, and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Members with five years of total service are eligible to retire at age 55 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employee's Retirement Law.

Florin Resource Conservation District
Notes to Basic Financial Statements, Continued
For the years ended June 30, 2016 and 2015

7. RETIREMENT BENEFITS, Continued

B. Benefits Provided, Continued

The rate plans' provisions and benefits in effect at June 30, 2016 are summarized as follows:

	<u>Miscellaneous - Classic</u>	<u>Miscellaneous - PEPRA</u>
Hire Date	Prior to January 1, 2013	On or after January 1, 2013
Benefit vesting schedule	5 years service	5 years service
Benefit payment	Monthly for life	Monthly for life
Retirement age	55	62
Monthly benefits, as a % of annual salary	2%	2.00%
Required employee contribution rates	6.00%	6.25%
Required employer contribution rates*	8.003%	6.25%

*Starting in fiscal year 2016, the required employer contribution rate was separated into an Employer Normal Cost Rate and a fixed dollar payment for payment of the unfunded liability. For fiscal year 2016, the required employer payment of the unfunded liability was \$114,134

Contributions - Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and are effective on the July 1 following notice of a change in the rate. Funding contributions for the Plan are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The District is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

The District's contributions to the Plan for the year ended June 30, 2015 were \$291,670.

As of June 30, 2016, the District reported a net pension liability for its proportionate share of the net pension liability of the Plan of \$1,161,343.

The District's net pension liability for the Plans is measured as the proportionate share of the total net pension liability of the Plan. The net pension liability of the Plan is measured as of June 30, 2015, and the total pension liability for the Plan used to calculate the net pension liability was determined by actuarial valuations as of June 30, 2014 rolled forward to June 30, 2015 using standard update procedures. The District's proportionate share of the net pension liability was based on the District's plan liability and asset-related information where available, and proportional allocations of plan amounts as of the valuation date where not available.

Florin Resource Conservation District
Notes to Basic Financial Statements, Continued
For the years ended June 30, 2016 and 2015

7. RETIREMENT BENEFITS, Continued

C. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions

The District's proportionate share of the net pension liability for the plan as of June 30, 2014 and 2015 was as follows:

Proportion - June 30, 2014	0.049250%
Proportion - June 30, 2015	0.042331%
Change - Increase (Decrease)	-0.006919%

For the year ended June 30, 2016, the District recognized pension expense of \$(95,122). At June 30, 2016, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources

	Deferred Outflows of Resources	Deferred Inflows of Resources
	<u> </u>	<u> </u>
Pension contributions subsequent to measurement date	\$ 298,557	\$ -
Changes in employer's proportion	262,515	60,489
Differences between the employer's contribution and the employer's proportionate share of contributions	215,837	-
Changes of assumptions	-	181,440
Differences between expected and actual experiences	19,177	-
Net differences between projected and actual earnings on plan investments	-	90,958
	<u> </u>	<u> </u>
Total	<u>\$ 796,086</u>	<u>\$ 332,887</u>

\$298,557 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending June 30, 2017.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year	
Ending June 30:	
	<u> </u>
2017	\$ 29,880
2018	25,614
2019	(6,976)
2020	116,124

Florin Resource Conservation District
Notes to Basic Financial Statements, Continued
For the years ended June 30, 2016 and 2015

7. RETIREMENT PLANS, Continued

C. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions, Continued

Actuarial Assumptions - The total pension liability in the June 30, 2014 actuarial valuation was determined using the following actuarial assumptions:

	<u>Miscellaneous Plans</u>
Valuation Date	June 30, 2014
Measurement Date	June 30, 2015
Actuarial Cost Method	Entry-Age Normal Cost Method
Actuarial Assumptions:	
Discount Rate	7.65%
Inflation	2.75%
Projected Salary Increase	Varies by entry age and service
Investment Rate of Return ⁽¹⁾	7.65%
Mortality	Derived by CalPERS membership data for all funds

(1) Net of pension plan investment expenses, including inflation

The underlying mortality assumptions and all other actuarial assumptions used in the June 30, 2014 valuation were based on the results of a January 2010 actuarial experience study for the period 1997 to 2007. Further details of the Experience Study can found on the CalPERS website.

Discount Rate - The discount rate used to measure the total pension liability was 7.65 percent for the Plan. To determine whether the municipal bond rate should be used in the calculation of a discount rate for the Plan, CalPERS stress tested plans that would most likely result in a discount rate that would be different from the actuarially assumed discount rate. Based on the testing, none of the tested plans run out of assets. Therefore, the current 7.65 percent discount rate is adequate and the use of the municipal bond rate calculation is not necessary. The long term expected discount rate of 7.65 percent will be applied to all plans in the Public Employees Retirement Fund (PERF). The stress test results are presented in a detailed report that can be obtained from the CalPERS website.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

Florin Resource Conservation District
Notes to Basic Financial Statements, Continued
For the years ended June 30, 2016 and 2015

7. RETIREMENT PLANS, Continued

C. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions, Continued

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent.

The table below reflects the long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These rates of return are net of administrative expenses.

Asset Class	New Strategic Allocation	Real Return Years 1 - 10(a)	Real Return Years 11+(b)
Global Equity	51.00%	5.25%	5.71%
Global Fixed Income	19.00%	0.99%	2.43%
Inflation Sensitive	6.00%	0.45%	3.36%
Private Equity	10.00%	6.83%	6.95%
Real Estate	10.00%	4.50%	5.13%
Infrastructure and Forestland	2.00%	4.50%	5.09%
Liquidity	2.00%	-0.55%	-1.05%
Total	100%		

(a) An expected inflation of 2.5% used for this period.

(b) An expected inflation of 3.0% used for this period.

Florin Resource Conservation District
Notes to Basic Financial Statements, Continued
For the years ended June 30, 2016 and 2015

7. RETIREMENT PLANS, Continued

C. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions, Continued

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the District’s proportionate share of the net pension liability for the Plan, calculated using the discount rate for the Plan, as well as what the District’s proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

1% Decrease		6.65%
Net Pension Liability	\$	1,842,185
Current Discount Rate		7.65%
Net Pension Liability	\$	1,161,343
1% Increase		8.65%
Net Pension Liability	\$	599,229

Pension Plan Fiduciary Net Position – Detailed information about each pension plan’s fiduciary net position is available in the separately issued CalPERS financial reports.

Payable to the Pension Plan

At June 30, 2016 the District reported a payable of \$0 for outstanding amount of contributions to the pension plan required for the year ended June 30, 2016.

8. OTHER POSTEMPLOYMENT BENEFITS PLAN

Plan Description: The District’s other postemployment benefits plan (the plan) is an agent defined benefit healthcare plan administered by the District. CalPERS invests the plan’s assets as part of the California Employer’s Retiree Benefit Trust (CERBT), resulting in its classification as an agent plan. The plan provides lifetime healthcare insurance coverage for eligible retirees and their dependents through the District’s group medical insurance plan, which covers both active and retired participants. EGWD pays a portion of the group medical, dental, and vision insurance premiums for each eligible employee and spouse or registered domestic partner retiring within 120 days of separation from EGWD. Eligibility is based on an employee reaching 55 years of age and having fifteen years continuous service with EGWD. Benefits from the EGWD plan cease for a spouse upon death of the retiree. Employees hired before October 28, 2009 had a one-time option to increase their years for eligibility from five to fifteen and have vision and dental coverage added to their post-retirement benefit.

Florin Resource Conservation District
Notes to Basic Financial Statements, Continued
For the years ended June 30, 2016 and 2015

8. OTHER POSTEMPLOYMENT BENEFITS PLAN, Continued

Since premiums are determined for active employees and retirees on a combined basis, an implied subsidy must be reflected under GASB45. Benefit provisions are established and may be amended through agreements and memorandums of understanding between the District and its employees. The Plan does not issue a financial report.

Funding Policy: The contribution requirements of the Plan participants and the District are established by and may be amended by the District. The District elected to pre-fund benefits during the year ended June 30, 2009 and contributes the annual OPEB cost each year.

Annual OPEB Cost and Net OPEB Obligation/Assets: The District's annual other postemployment benefits cost (expense) is calculated based on the annual required contribution (ARC) of the employer. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover the normal cost each year and amortize any unfunded actuarial liabilities (or funding excess) over a period not to exceed 30 years. The table on the following page shows the components of the District's annual OPEB cost for the year, the amount actually contributed to the plan, and changes in the District's Net OPEB obligation for the year ended June 30, 2016 and 2015.

	2016	2015
Annual required contribution (ARC)	\$ 155,455	\$ 77,079
Interest on net OPEB obligation	(39,784)	(43,572)
Adjustment to annual required contribution	37,615	39,662
Annual OPEB cost (expense)	<u>153,286</u>	<u>73,169</u>
Contribution	<u>(155,574)</u>	<u>(77,079)</u>
(Increase) decrease in net asset	<u>(2,288)</u>	<u>(3,910)</u>
Net OPEB obligation (asset) - beginning of year	<u>(576,477)</u>	<u>(572,567)</u>
Net OPEB obligation (asset) - end of year	<u>\$ (578,765)</u>	<u>\$ (576,477)</u>

The District's annual OPEB cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for the last three fiscal years were as follows:

Fiscal Year Ended	Annual OPEB Cost	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation (Asset)
6/30/2014	\$ 68,335	107%	\$ (572,567)
6/30/2014	73,169	105%	(576,477)
6/30/2015	153,286	101%	(576,477)
6/30/2016	153,286	101%	(578,765)

Florin Resource Conservation District
Notes to Basic Financial Statements, Continued
For the years ended June 30, 2016 and 2015

8. OTHER POSTEMPLOYMENT BENEFITS PLAN, Continued

Funded Status and Funding Progress: The funded status of the plan as of most recent valuation was as follows:

	<u>7/1/2015</u>
Actuarial accrued liability (AAL)	\$ 1,893,606
Actuarial value of plan assets	<u>1,834,047</u>
Unfunded actuarial accrued (liability) asset (UAAL)	<u>\$ (59,559)</u>
Funded ratio (actuarial value of plan assets/AAL)	96.9%
Covered payroll (active plan members)	\$ 1,961,000
UAAL as a percentage of covered payroll	-3.0%

Actuarial valuations of an ongoing plan involve estimates of the value of expected benefit payments and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multi-year trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial liabilities for benefits.

Actuarial Methods and Assumptions: Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan participants) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan participants to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

For the July 1, 2015 actuarial valuation, the entry age normal cost method was used. The actuarial assumptions included a 7.28% investment rate of return (net of administrative expenses) and an annual healthcare cost trend rate of 7.0% initially, reduced by decrements to an annual rate of 5.0%, 3.25% annual payroll increases and a 5.00% general inflation assumption. The initial UAAL was amortized as a level percentage of projected payroll over a closed 30-year period. The remaining amortization period at June 30, 2015 was 23 years.

9. COMMITMENTS AND CONTINGENCIES

Claims: The District is a party to various claims, legal actions and complaints that arise in the normal operation of business. Management and the District's legal counsel believe that there are no loss contingencies that would have a material adverse impact on the financial position of the District.

Florin Resource Conservation District
Notes to Basic Financial Statements, Continued
For the years ended June 30, 2016 and 2015

10. RESTATEMENT

The District recorded prior period adjustment to recognize deferred outflows of resources, deferred inflows of resources, and net pension liability as of June 30, 2014.

	Net Position, as Previously as Restated	Prior Period Adjustment		Net Position, as as Restated
		Deferred Employer Pension Contributions	Net Pension Liability	
Government-Wide Statements				
Business-type activities	\$ 27,715,129	\$ 297,415	\$ (1,432,995)	\$ 26,579,549
Enterprise funds:				
Water Fund	\$ 31,851,437	\$ 297,415	\$ (1,432,995)	\$ 30,715,857

11. SALE AND EXTINGUISHMENT OF DEBT

The Subordinate Lien Refunding Certificates of Participation, Office Building, Series 2003 B (Current Interest Certificates and Capital Appreciation Certificates) (the Certificates) were collateralized by an office building at 2450 Florin Road, Sacramento owned by the District and leased by the County of Sacramento Department of Human Assistance (the County). The lease payments received from the County that were the sole source of repayment of the Certificates were not adequate to make the scheduled debt service payment along with administrative, operating and maintenance expenses while maintaining administrative, operations and maintenance expense reserve funds required under the debt agreement. No other District revenues could have legally been used to make up the shortfall of lease revenues. The District also previously used a portion of the administration expense reserve fund to make certain payments on the Certificates and was not able to maintain the required reserve funds. The use of reserve funds to make debt service payments on the certificates and not being able to maintain required reserve funds resulted in the District being in technical default of the debt agreement. The technical default resulted in the requirement to file a Notice of Listed Event with the Trustee under the Trust Agreement. The District initially filed a Notice of Listed Event with the Bank of New York Mellon Trust Company, N.A. on October 26, 2011 and updates that filing on a regular basis. The Notices can be accessed on the continuing disclosures tab of the Electronic Municipal Market Access Website at www.emma.msrb.org by searching for Florin Resource Conservation District and the Certificates above.

In addition to the inability to maintain the required reserve funds described above, the District was unable to make property tax payments to the County of Sacramento for fiscal years 2009-10 – 2014-15 totaling approximately \$1,002,064 as of June 30, 2015 due to the lack of available funds. The property taxes were delinquent and were subject to penalties and interest that accrue continually. In addition, after five years of delinquency the County had the right to sell the property to satisfy the tax lien. The County could sell the building to satisfy the tax lien on or after July 1, 2015 under the California Revenue and Taxation Code Section 3361 and must attempt to sell the building to satisfy the tax lien by July 1, 2019 under California Revenue and Taxation Code Section 3362.

Florin Resource Conservation District
Notes to Basic Financial Statements, Continued
For the years ended June 30, 2016 and 2015

11. SALE AND EXTINGUISHMENT OF DEBT, Continued

In consultation with The Bank of New York Mellon Trust Company, N.A., the District commissioned CBRE, Inc. to market the office building and assist the District in completing a sales transaction. On April 8, 2015, CBRE, Inc. issued an offering memorandum listing the office building for sale with an offering price of \$8,950,000. On May 21, 2015 the District executed a Purchase and Sales Agreement with The Three Tower Corporation, Inc., and R. Scott Rasmussen, LLC. For a purchase price of \$9,900,000. All delinquent property taxes as well as deferred Capital Improvements under the lease agreement of \$850,000 were scheduled to be paid from the escrow account at the close of the sales transaction.

On May 29, 2015, the District filed a Complaint for Declaratory Relief in the Sacramento County Superior Court seeking a judicial declaration that its sale of the office building and payment from the sale proceeds of costs of sale, delinquent property taxes, and deferred Capital Improvements, and payment of the net sale proceeds to the Trustee for distribution to the 2003 Certificate holders is reasonable, appropriate and consistent with the District's obligations under the Certificates. Due to the technical default of the debt, all outstanding principal amounts due under the Certificates are reported as a current liability on the statement of net position at June 30, 2015.

The court issued a ruling on October 19, 2015 supporting the District's Complaint for Declaratory Relief. As such, on October 30, 2015 the District consummated the sales transaction of the Susie Gaines Mitchell Building with The Three Tower Corporation, Inc., and R. Scott Rasmussen, LLC. (the "Purchaser") for a purchase price of \$9,900,000. In addition, the District assigned all right, title and interest in and to the lease with the County of Sacramento to the purchaser. The net sales proceeds were remitted to the Bond Trustee, Bank of New York, Mellon, for the payment of outstanding invoices and final disbursement to the Series 2003 Certificate holders.

On February 23, 2016 the Bank of New York Mellon Trust Company, N.A., issued a Notice of Distribution to Holders of Florin Resource Conservation District Certificates of Participation Subordinate Lien Current Interest Series 2003A and Subordinate Lien Capital Appreciation Series 2003B. The Notice provided the calculation and estimated date of final distribution to Bondholders which took place on February 29, 2016.

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REQUIRED SUPPLEMENTARY INFORMATION

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Florin Resource Conservation District
Required Supplementary Information
For the year ended June 30, 2016 and 2015

1. BUDGETARY COMPARISON INFORMATION -GENERAL FUND

<u>For the year ended June 30, 2016</u>				Variance with Final Budget Positive (Negative)
	Budgeted Amounts		Actual Amounts	
	Original	Final		
REVENUES:				
Use of money and property	\$ 100	\$ 100	\$ 93	\$ (7)
Miscellaneous	-	-	353	353
Total revenues	100	100	446	346
EXPENDITURES:				
General government	36,130	36,130	34,831	1,299
Total expenditures	36,130	36,130	34,831	1,299
REVENUES OVER (UNDER) EXPENDITURE	(36,030)	(36,030)	(34,385)	1,645
Net change in fund balance	\$ (36,030)	\$ (36,030)	(34,385)	\$ 1,645
FUND BALANCE:				
Beginning of year			123,219	
End of year			\$ 88,834	
<u>For the year ended June 30, 2015</u>				
	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES:				
Use of money and property	\$ 30	\$ 30	\$ 2,643	\$ 2,613
Miscellaneous	-	-	10,162	10,162
Total revenues	30	30	12,805	12,775
EXPENDITURES:				
General government	21,485	21,485	21,847	(362)
Total expenditures	21,485	21,485	21,847	(362)
Net change in fund balance	\$ (21,455)	\$ (21,455)	(9,042)	\$ 12,413
FUND BALANCE:				
Beginning of year			132,261	
End of year			\$ 123,219	

Florin Resource Conservation District
Required Supplementary Information
For the years ended June 30, 2016 and 2015

2. DEFINED BENEFIT PENSION PLAN

*A. Schedule of the District's Proportionate Share of the Net Pension Liability - Last 10 Years**

	<u>6/30/2015</u>	<u>6/30/2014</u>
Proportion of the net pension liability	0.04234%	0.01956%
Proportionate share of the net pension liability	\$ 1,161,703	\$ 1,217,268
Covered - employee payroll	\$ 2,055,396	\$ 2,094,592
Proportionate Share of the net pension liability as percentage of covered-employee payroll	56.52%	62.00%
Plan fiduciary net position as a percentage of the total pension liability	76.64%	72.99%

Notes to Schedule:

*- Fiscal year 2015 was the 1st year of implementation, therefore only one year is shown.

*B. Schedule of Contributions - Last 10 Years**

	<u>2016</u>	<u>2015</u>
Contractually required contribution (actuarially determined)	\$ 298,556	\$ 291,670
Contribution in relation to the actuarially determined contributions	(298,556)	(291,670)
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>
Covered-employee payroll	\$ 2,375,112	\$ 2,055,396
Contributions as a percentage of covered-employee payroll	12.57%	14.19%

Note to Schedule

Valuation date: 6/30/2013 6/30/2012

* - Fiscal year 2015 was the 1st year of implementation

Florin Resource Conservation District
Required Supplementary Information
For the years ended June 30, 2016 and 2015

2. OTHER POSTEMPLOYMENT BENEFIT PLAN SCHEDULE OF FUNDING PROGRESS

The table below, which is from the latest available actuarial valuation, shows a three-year analysis of the actuarial value of assets as a percentage of the actuarial accrued liability and the funded status of the accrued liability as a percentage of the annual covered payroll for the District's contribution to OPEB as of June 30:

Funded Status of Plan

<u>Actuarial Valuation Date</u>	<u>Actuarial Value of Assets</u>	<u>Entry Age Actuarial Accrued Liability</u>	<u>Actuarial Unfunded (Overfunded) Liability</u>	<u>Funded Ratio</u>	<u>Covered Payroll</u>	<u>Liability as Percentage of Covered Payroll</u>
7/1/2013	1,474,536	1,085,281	(389,255)	135.9%	1,944,000	-20%
7/1/2015	1,893,606	1,834,047	(59,559)	103.2%	2,375,112	-3%

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STATISTICAL SECTION

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This part of the Florin Resource Conservation District comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the District’s overall financial health.

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Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports of the relevant years.

Florin Resource Conservation District										
Net Position by Component										
Last Ten Years										
Fiscal Year ended June 30,	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Governmental Activities										
Unrestricted	\$ 168,419	\$ 170,385	\$ 67,862	\$ 69,903	\$ 80,760	\$ 88,227	\$ 80,927	\$ 132,261	\$ 123,219	88834
Total governmental activities net position	168,419	170,385	67,862	69,903	80,760	88,227	80,927	132,261	123,219	88,834
Business-Type										
Invested in capital assets (net of debt)	(15,919,943)	(16,229,391)	(17,480,931)	(17,738,507)	(18,773,507)	(17,230,289)	(15,360,450)	15,860,844	17,009,265	22,281,403
Restricted for Debt Services	2,455,387	2,348,094	2,224,971	2,383,125	1,953,435	1,965,930	1,834,869	1,863,744	1,871,782	412,862
Restricted for Capital Projects	7,989,292	6,336,442	3,771,280	1,568,906	533,691	1,321	1,321	1,321	-	-
Restricted for administrative, operating and maintenance expenses					480,803	419,984	365,030	202,854	3,775	-
Unrestricted	(3,457,192)	337,661	5,509,663	9,122,678	9,538,425	10,042,430	10,676,025	9,786,366	8,220,125	11982765
Total business-type net position	(8,932,456)	(7,207,194)	(5,975,017)	(4,663,798)	(6,267,153)	(4,800,624)	(2,483,205)	27,715,129	27,104,947	34,677,030
Primary Government										
Net investment in capital assets	(15,919,943)	(16,229,391)	(17,480,931)	(17,738,507)	(18,773,507)	(17,230,289)	(15,360,450)	15,860,844	17,009,265	22,281,403
Restricted	10,444,679	8,684,536	5,996,251	3,952,031	2,967,929	2,387,235	2,201,220	2,067,919	1,875,557	412,862
Unrestricted	(3,288,773)	508,046	5,577,525	9,192,581	9,619,185	10,130,657	10,756,952	9,918,627	8,343,344	12,071,599
Total Primary government net position	\$ (8,764,037)	\$ (7,036,809)	\$ (5,907,155)	\$ (4,593,895)	\$ (6,186,393)	\$ (4,712,397)	\$ (2,402,278)	\$ 27,847,390	\$ 27,228,166	\$ 34,765,864

Florin Resource Conservation District										
Changes in Net Position										
Last Ten Years										
Fiscal Year ended June 30,	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Expenses										
Governmental Activities:										
General Government	\$ 17,030	\$ 16,253	\$ 116,712	\$ 18,961	\$ 1,198	\$ 3,894	\$ 21,579	\$ 37,166	\$ 21,847	\$ 34,831
Business-type activities:										
Water	9,561,923	10,377,324	11,741,844	12,442,411	12,765,798	11,946,649	11,607,439	11,855,162	12,447,446	10,754,181
Office Building	1,412,270	1,703,967	1,495,043	1,377,430	1619569	1,747,033	1,544,934	1,641,329	1,672,932	320,016
Total business-type activities	10,974,193	12,081,291	13,236,887	13,819,841	14,385,367	13,693,682	13,152,373	13,496,491	14,120,378	11,074,197
Total primary government expenses	10,991,223	12,097,544	13,353,599	13,838,802	14,386,565	13,697,576	13,173,952	13,533,657	14,142,225	11,109,028
Program Revenues										
Governmental Activities:										
Charges for Services	9,833	11,900	12,000	12,000	12,000	11,333	9,533	5,467	-	-
Operating Grants				8,936						
Total governmental activities	9,833	11,900	12,000	20,936	12,000	11,333	9,533	5,467	-	-
Business-type activities:										
Charges for Services										
Water	8,358,765	11,922,374	12,865,774	13,642,267	13,981,562	14,420,788	14,312,791	13,435,194	13,185,838	13,475,325
Office Building	1,421,381	1,346,210	1,414,636	1,414,572	1,532,453	1,414,572	1,292,417	1,121,400	1,121,400	373,800
Operating Grants	69,075	-	10,519	3,834		198,000		100,000	-	-
Total business-type activities	9,849,221	13,268,584	14,290,929	15,060,673	15,514,015	16,033,360	15,605,208	14,656,594	14,307,238	13,849,125
Total primary government program revenues	9,859,054	13,280,484	14,302,929	15,081,609	15,526,015	16,044,693	15,614,741	14,662,061	14,307,238	13,849,125
Net revenues (expenses)										
Governmental activities	(7,197)	(4,353)	(104,712)	1,975	10,802	7,439	(12,046)	(31,699)	(21,847)	(34,831)
Business-Type	(1,124,972)	1,187,293	1,054,042	1,240,832	1,128,648	2,339,678	2,452,835	1,160,103	186,860	2,774,928
Total net revenues (expenses)	(1,132,169)	1,182,940	949,330	1,242,807	1,139,450	2,347,117	2,440,789	1,128,404	165,013	2,740,097
General Revenues and Other Changes in Net Position										
Governmental Activities:										
Interest and investment earnings	501	361	189	66	55	28	17	50	2,643	93
Other revenues	2,558						4,729	82,983	10,162	353
Transfers	7,173									
Total governmental activities	10,232	361	189	66	55	28	4,746	83,033	12,805	446
Business-type activities:										
Interest and investment earnings	709,971	349,606	126,485	42,170	36,642	21,812	20,886	18,188	19,970	20,002
Other revenues		188,363	51,650	28,217	91,758	276,738	52,452	22,304	290,069	4,777,152
Transfers	(7,173)									
Total business-type activities	702,798	537,969	178,135	70,387	128,400	298,550	73,338	40,492	310,039	4,797,154
Total primary government	713,030	538,330	178,324	70,453	128,455	298,578	78,084	123,525	322,844	4,797,600
Change in net position:										
Governmental activities	3,035	(3,992)	(104,523)	2,041	10,857	7,467	(7,300)	51,334	(9,042)	(34,385)
Business-type activities	(422,174)	1,725,262	1,232,177	1,311,219	1,257,048	2,638,228	2,526,173	1,200,595	496,899	7,572,082
Total primary government	\$ (419,139)	\$ 1,721,270	\$ 1,127,654	\$ 1,313,260	\$ 1,267,905	\$ 2,645,695	\$ 2,518,873	\$ 1,251,929	\$ 487,857	\$ 7,537,697

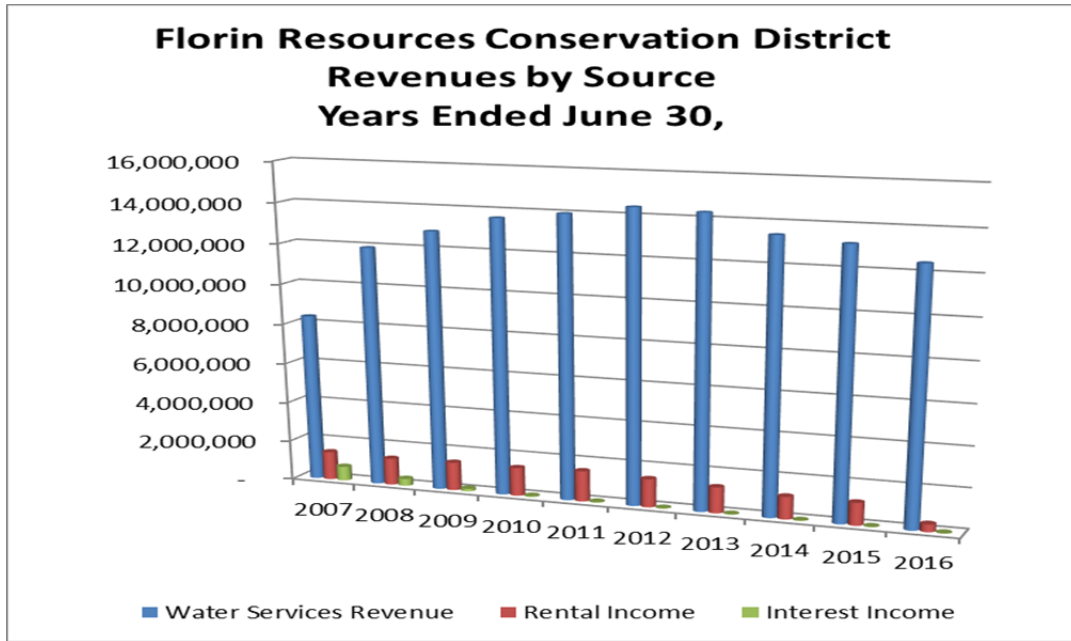
Source: Finance Department

Florin Resource Conservation District										
Fund Balances of Governmental Funds										
Last Ten Years										
Fiscal Year ended June 30,	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
General Fund										
Reserved										
Unreserved	\$ 168,419	\$ 172,385	\$ 67,862	\$ 69,903	\$ 80,760	88,227	76,198	132,261	123,219	88,834
Total General Fund	168,419	172,385	67,862	69,903	80,760	88,227	76,198	132,261	123,219	88,834

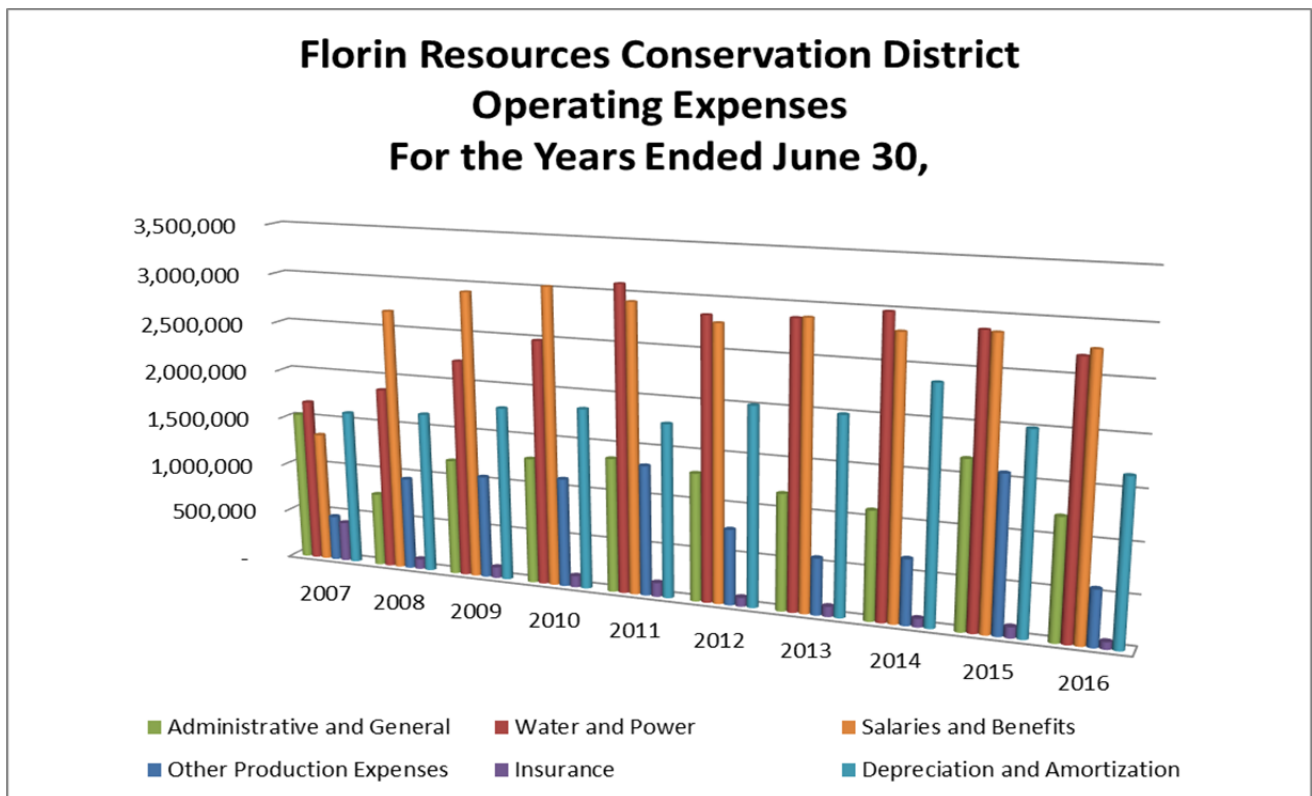
Florin Resource Conservation District										
Changes in Fund Balances of Governmental Funds										
Last Ten Years										
Fiscal Year ended June 30,	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Revenues										
Use of money and property	10,334	10,261	14,189	12,066	12,055	11,361	9,550	5,517	2,643	93
Other	2,558			8,936				4,729	10,162	353
Total Revenues	12,892	10,261	14,189	21,002	12,055	11,361	9,550	10,246	12,805	446
Expenditures										
General and administrative	17,030	8,295	116,712	18,961	1,198	3,894	21,579	37,166	21,847	34,831
Total expenditures	17,030	8,295	116,712	18,961	1,198	3,894	21,579	37,166	21,847	34,831
Other Financing Sources										
Transfers	7,173									
Gain (loss) on disposal of capital assets								82,983		
Total other financing sources	7,173	-	-	-	-	-	-	82,983	-	-
Net change in fund balance	3,035	1,966	(102,523)	2,041	10,857	7,467	(12,029)	56,063	(9,042)	(34,385)
Fund balance, beginning of the year	165,384	168,419	170,385	67,862	69,903	80,760	88,227	76,198	132,261	123,219
Fund balance, end of the year	\$ 168,419	\$ 170,385	\$ 67,862	\$ 69,903	\$ 80,760	\$ 88,227	\$ 76,198	\$ 132,261	\$ 123,219	\$ 88,834

Source: Finance Department

Florin Resource Conservation District Financial Trends



The majority of the District’s revenues are comprised of Water District revenues, rents that are collected from the 2450 Florin Road Building, and interest earned on the various accounts.



This graph contrasts the six largest expense groups of the District.

Source: Finance Department

**Florin Resource Conservation District
Elk Grove Water District Rate Analysis
Last Ten Years**

	2006/07 Metered Rate Area 1	Metered Rate Area 2	Flat Rate	2007/08 Metered Rate	Flat Rate	2008/09 Metered Rate	Flat Rate	2009/10 Metered Rate	Flat Rate	2010/11 Metered Rate	Flat Rate
Monthly Fixed Rate											
1 inch meter	\$ 30.41	\$ 40.06	\$ 39.10	\$ 42.06	\$ 58.26	\$ 50.47	\$ 69.91	\$ 56.53	\$ 78.30	\$ 56.53	\$ 78.30
Monthly Consumption Rates											
1st tier: 0-30 ccf	0.445	1.09		1.09		1.31		1.46		1.46	
2nd tier: over 30 ccf	0.445	1.34		1.34		1.61		1.80		1.80	
Each sq. ft. of premises over 4,000 sf.			0.00122		0.00182		0.00218		0.00244		0.00244
Average Bill	50.03			66.04		79.25		88.76		88.76	
Fixed Charge											
5/8" meter	21.89	31.08		42.06		50.47		56.53		56.53	
3/4" meter	24.25	34.06		42.06		50.47		56.53		56.53	
1" meter	30.41	40.06		42.06		50.47		56.53		56.53	
1 1/2" meter	46.25	55.07		54.68		65.61		73.48		73.48	
2" meter	63.87	73.47		88.33		105.99		118.71		118.71	
3" meter	106.44	115.08		332.27		398.73		446.56		446.56	
4" meter	167.68	175.17		420.60		504.72		565.29		565.29	
6" meter	320.21	327.25		630.90		757.08		847.93		847.93	
8" meter	503.27			870.64		1,044.77		1,170.14		1,170.14	

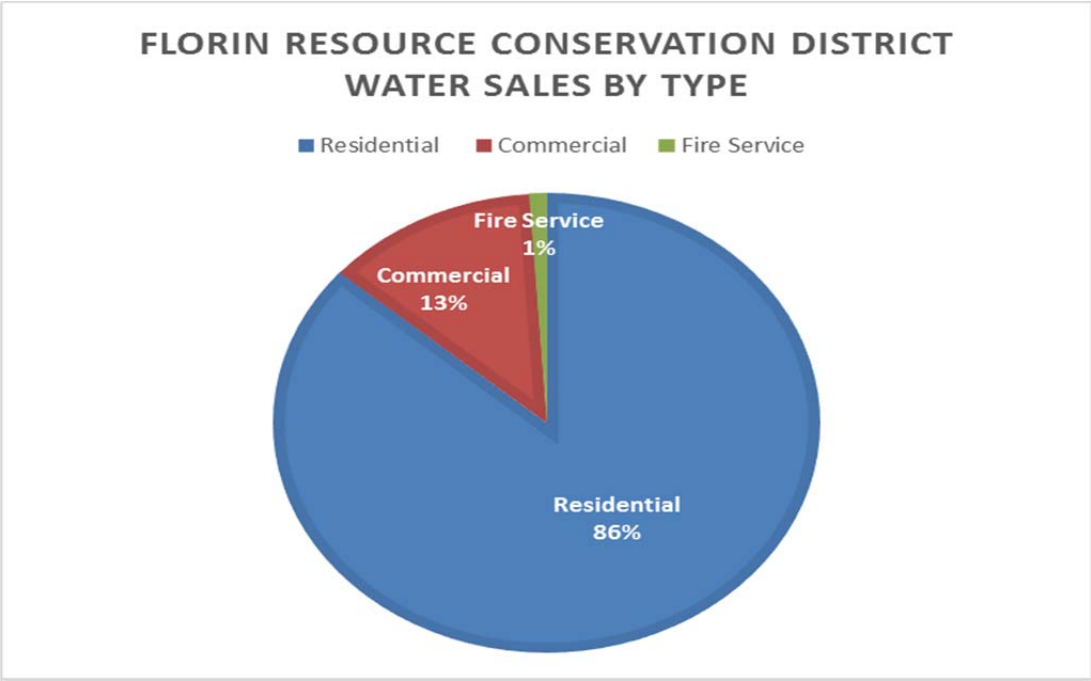
	2011/12 Metered Rate	Flat Rate	2012/13 Metered Rate	Flat Rate	2013/14 Metered Rate	Flat Rate	2014/15 Metered Rate	Flat Rate	2015/16 Metered Rate	Flat Rate
Monthly Fixed Rate										
1 inch meter	\$ 56.53	\$ 78.30	\$ 56.53	\$ 78.30	\$ 59.23	\$ 70.22	\$ 60.01	\$ 72.00	\$ 62.84	N/A
Monthly Consumption Rates										
1st tier: 0-30 ccf	1.46		1.46		1.39		1.44		1.48	
2nd tier: over 30 ccf	1.80		1.80		2.76		2.85		2.93	
Each sq. ft. of premises over 4,000 sf.		0.00244		0.00244		0.00244		0.00244		N/A
Average Bill	88.76		88.76		84.25		86.93		89.48	
Fixed Charge										
5/8" meter	56.53		56.53		59.23		60.01		62.84	
3/4" meter	56.53		56.53		59.23		60.01		62.84	
1" meter	73.48		73.48		59.23		60.01		62.84	
1 1/2" meter	118.71		118.71		83.37		85.87		88.45	
2" meter	446.56		446.56		112.34		115.71		119.18	
3" meter	565.29		565.29		179.93		185.33		190.89	
4" meter	847.93		847.93		276.49		284.79		293.33	
6" meter	1,170.14		1,170.14		517.89		533.43		549.43	
8" meter					807.57		831.80		856.75	
10" meter					1,145.53		1,179.90		1,215.29	

	2006/07			2007/08		2008/09		2009/10		2010/11	
	Metered Rate Area 1	Metered Rate Area 2	Flat Rate	Metered Rate	Flat Rate	Metered Rate	Flat Rate	Metered Rate	Flat Rate	Metered Rate	Flat Rate
Flat Rate											
3/4" service			28.77		46.61		55.93		62.64		62.64
1" service			39.10		58.26		69.91		78.30		78.30
1 1/4" service			50.43		69.91		83.89		93.96		93.96
1 1/2" service			62.86		81.72		90.89		109.83		109.83
2" service			92.71		122.35		146.82		164.44		164.44
3" service			198.28		460.25		552.30		618.58		618.58
4" service					582.60		699.12		783.02		783.02
6" service					873.90		1,048.68		1,174.53		1,174.53
8" service					1,205.98		1,410.13		1,579.35		1,579.35
1x3/4" + 1x2" service			106.33		168.95		202.74		227.07		227.07
2x3/4" service			42.40		93.22		111.86		125.29		125.29
3x3/4" service			56.04		139.82		167.79		187.93		187.93
10x3/4" service			151.46		466.08		559.30		626.42		626.42
33x3/4" service			465.04		1,538.06		1,845.68		2,067.17		2,067.17
68x3/4" service			942.20		3,169.34		3,803.21		4,259.60		4,259.60
2x1" service			63.06		116.52		139.82		156.60		156.60
6x1" + 1x2" service			236.53		471.91		566.29		634.25		634.25
6x1" service			158.97		349.56		419.47		469.81		469.81
16x1" service			398.69		932.16		118.59		132.83		132.83
21x1" service			518.55		1,223.46		1,468.15		1,644.33		1,644.33
49x1" service			1,189.79		2,854.74		3,425.69		3,836.78		3,836.78
72x1" service			1,741.17		4,194.72		5,033.66		5,637.70		5,637.70
100x1" service			2,412.39		5,826.00		6,991.20		7,830.15		7,830.15
2x2" service			170.27		244.69		293.63		328.87		328.87

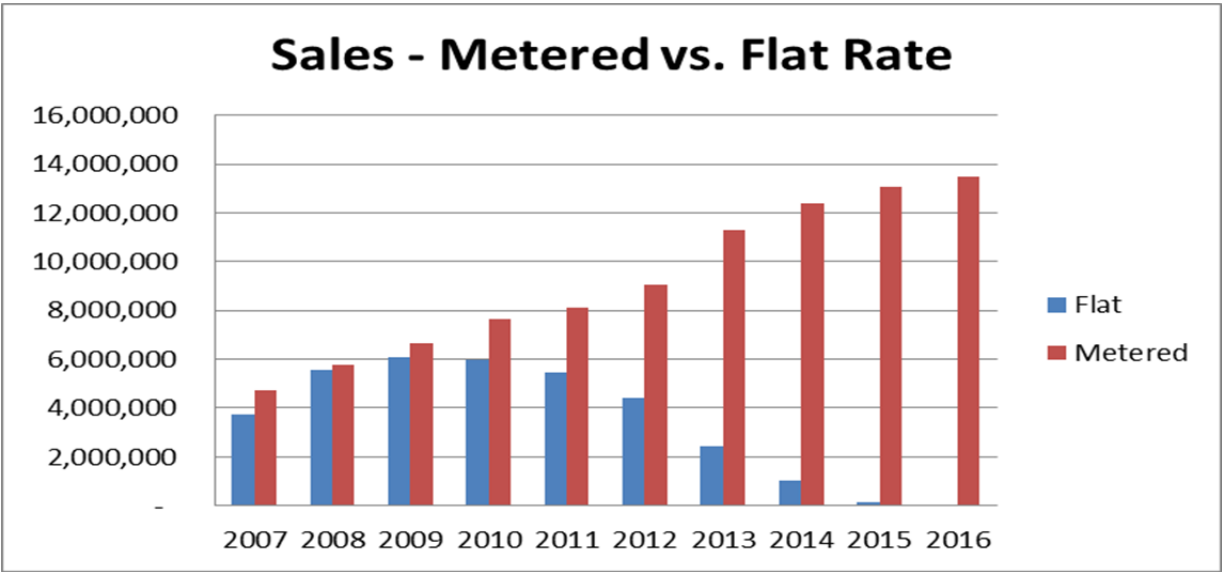
	2011/12 Metered Rate	Flat Rate	2012/13 Metered Rate	Flat Rate	2013/14 Metered Rate	Flat Rate	2014/15 Metered Rate	Flat Rate	2015/16 Metered Rate	Flat Rate
Flat Rate										
3/4" service		62.64		62.64						
1" service		78.3		78.3		70.22		72.00		N/A
1 1/4" service		93.96		93.96						
1 1/2" service		109.83		109.83		94.36		96.86		N/A
2" service		164.44		164.44		123.33		126.7		N/A
3" service		618.58		618.58		190.92		196.32		N/A
4" service		783.02		783.02						
6" service		1174.53		1174.53						
8" service		1579.35		1579.35						
1x3/4" + 1x2" service		227.07		227.07						
2x3/4" service		125.29		125.29						
3x3/4" service		187.93		187.93						
10x3/4" service		626.42		626.42						
33x3/4" service		2067.17		2067.17						
68x3/4" service		4259.6		4259.6						
2x1" service		156.6		156.6						
6x1" + 1x2" service		634.25		634.25						
6x1" service		469.81		469.81						
16x1" service		132.83		132.83						
21x1" service		1644.33		1644.33						
49x1" service		3836.78		3836.78						
72x1" service		5637.7		5637.7						
100x1" service		7830.15		7830.15						
2x2" service		328.87		328.87						

	2006/07 Metered Rate Area 1	Metered Rate Area 2	Flat Rate	2007/08 Metered Rate	Flat Rate	2008/09 Metered Rate	Flat Rate	2009/10 Metered Rate	Flat Rate	2010/11 Metered Rate	Flat Rate
Each additional single family residential unit			5.09		7.58		9.10		10.20		10.20
Each sq. ft. of premises over 4,000 sq. ft.			0.00122		0.00182		0.00218		0.00244		0.00244
Fire Protection Service											
2" connection				44.17		21.20		23.74		23.74	
3" connection		23.20		166.14		79.75		89.32		89.32	
4" connection		27.22		210.30		100.94		113.05		113.05	
6" connection		39.24		315.45		151.41		169.58		169.58	
8" connection		50.31		435.32		208.95		234.02		234.02	
Usage											
1st 3,000 ccf		0.83		1.09		1.31		1.46		1.46	
Over 3,000 ccf		1.02		1.34		1.61		1.80		1.80	

	2011/12 Metered Rate	Flat Rate	2012/13 Metered Rate	Flat Rate	2013/14 Metered Rate	Flat Rate	2014/15 Metered Rate	Flat Rate	2015/16 Metered Rate	Flat Rate
Each additional single family residential unit		10.20		10.20		10.09		10.19		N/A
Each sq. ft. of premises over 4,000 sq. ft.		0.00244		0.00244		0.00244		0.00244		N/A
Fire Protection Service										
2" connection	23.74		23.74		2.71		2.79		2.87	
3" connection	89.32		89.32		7.87		8.11		8.35	
4" connection	113.05		113.05		16.78		17.28		17.80	
6" connection	169.58		169.58		48.73		50.19		51.70	
8" connection	234.02		234.02		103.85		106.96		110.17	
10" connection					186.75		192.35		198.12	
12" connection					301.65		310.70		320.02	
Usage										
1st 3,000 ccf	1.46		1.46							
Over 3,000 ccf	1.80		1.80							
In April 2013 a new 5 year Rate Plan was adopted										
Source: Finance Department										

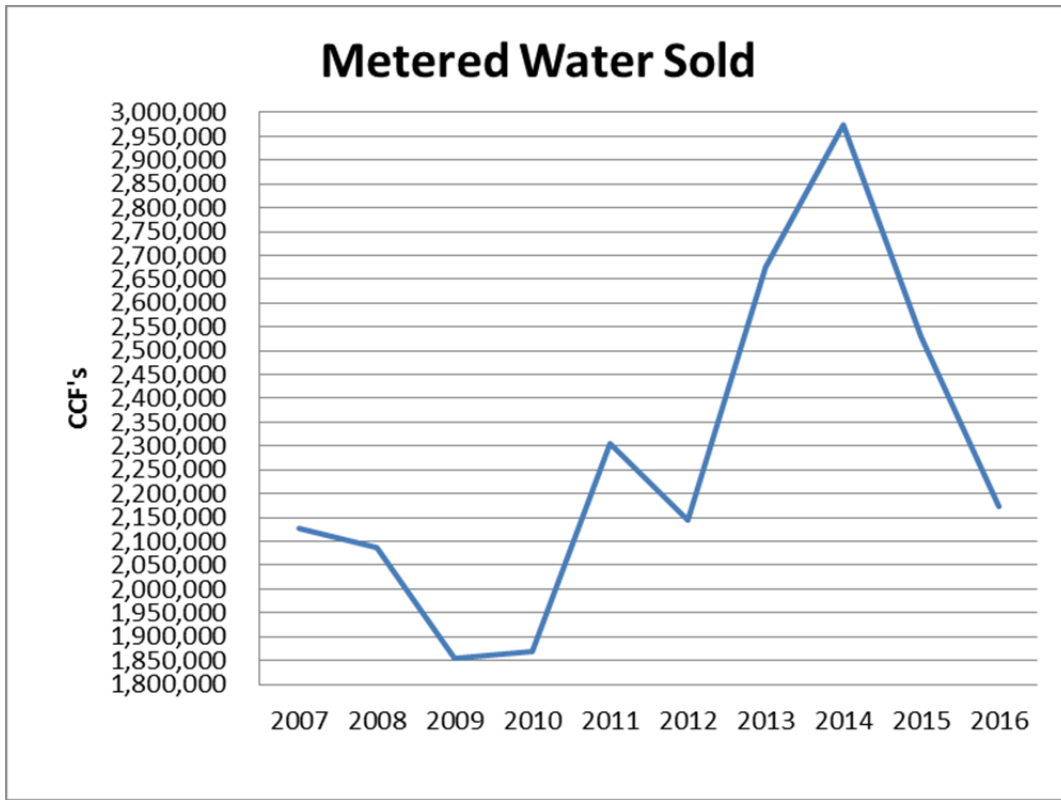


Sales by Type – This graph shows the percentages of the three major components of water sales by the Elk Grove Water District.



Metered vs. Flat Rate Sales – This chart shows the growth in meter sales primarily due to the conversion of accounts from flat rate to meters which was completed in December 2014. Overall sale increases in the first three years were due to rate increases.

Source: Finance Department



Data for periods prior to Fiscal Year 2007 were not readily available.

Metered Water Consumption – CCFs – This graph shows the consumption of metered water over the four fiscal years. One CCF is equivalent to 748 gallons.

Historical Service Connections - The following table shows the service connections broken down by Metered and Flat Rate, Residential and Commercial.

Year End	Flat Rate	Metered	Total	Residential	Commercial
6/30/07	6,033	5,855	11,888	11,327	561
6/30/08	6,020	5,999	12,019	11,453	566
6/30/09	5,849	6,272	12,121	11,530	618
6/30/10	5,328	6,834	12,162	11,509	653
6/30/11	4,681	7,409	12,090	11,474	616
6/30/12	3,259	9,041	12,300	11,679	621
6/30/13	1,193	10,955	12,148	11,523	625
6/30/14	240	12,109	12,349	11,784	565
6/30/15	0	12,291	12,291	11,779	512
6/30/16	0	12,174	12,174	11,662	512

Source: Finance Department

FLORIN RESOURCE CONSERVATION DISTRICT
Ten Largest Commercial Customers
Current Year and Five Years Ago

Florin Resource Conservation District
Ten Largest Commercial Customers
Current Year and Five Years Ago

Customer	FY 2011-12		Customer	FY 2015-16	
	Amount Billed	% of Total Billed		Amount Billed	% of Total Billed
CSD	\$ 394,287	2.73%	Cosumnes CSD	\$ 255,417	1.90%
Elk Grove Unified School District	366,582	2.54%	EGUSD	248,933	1.85%
Realty Roundup	151,513	1.05%	Emerald Park Company	47,120	0.35%
Emerald Park Company	55,770	0.39%	City Of Elk Grove-Public Works	43,308	0.32%
City Of Elk Grove-Public Works	50,769	0.35%	Ferguson & Brewer Mgmt	27,701	0.21%
Kimco Realty Corp	34,206	0.24%	JJD-Hov Elk Grove LLC	22,153	0.16%
Oak Grove Apartments/Office	34,177	0.24%	Gage Street Townhouses	21,550	0.16%
Ferguson & Brewer Mgmt	31,869	0.22%	The Oaks Mobile Home Park	21,097	0.16%
ACIS Customer Service	30,262	0.21%	Chiu Family Trust	17,523	0.13%
Oaks Mobile Home Park	29,662	0.21%	Elk Grove Village, LLC	17,002	0.13%
	<u>\$ 1,179,096</u>	<u>8.18%</u>		<u>\$ 721,804</u>	<u>5.36%</u>

Debt Capacity

Florin Resource Conservation District					
Ratio of Debt Service to Operating Expenses - Proprietary Funds					
Last Ten Years					
Fiscal Year Ended June 30,	Principal Payments	Interest Payments	Total	Operating Expenses	Ratio of Total Debt Service to Operating Expenses
2007	695,000	3,427,970	4,122,970	7,007,955	58.83%
2008	750,000	3,408,230	4,158,230	8,003,616	51.95%
2009	1,090,000	3,383,008	4,473,008	9,442,594	47.37%
2010	1,260,000	3,349,544	4,609,544	9,866,695	46.72%
2011	1,495,000	3,305,500	4,800,500	10,619,531	45.20%
2012	1,670,000	3,247,339	4,917,339	9,796,569	50.19%
2013	1,770,000	3,180,956	4,950,956	9,606,919	51.54%
2014	1,590,000	3,109,908	4,699,908	10,004,498	46.98%
2015	1,725,000	2,587,708	4,312,708	11,094,376	38.87%
2016	1,430,000	2,463,404	3,893,404	8,964,414	43.43%

Note: The District has no governmental activities debt.

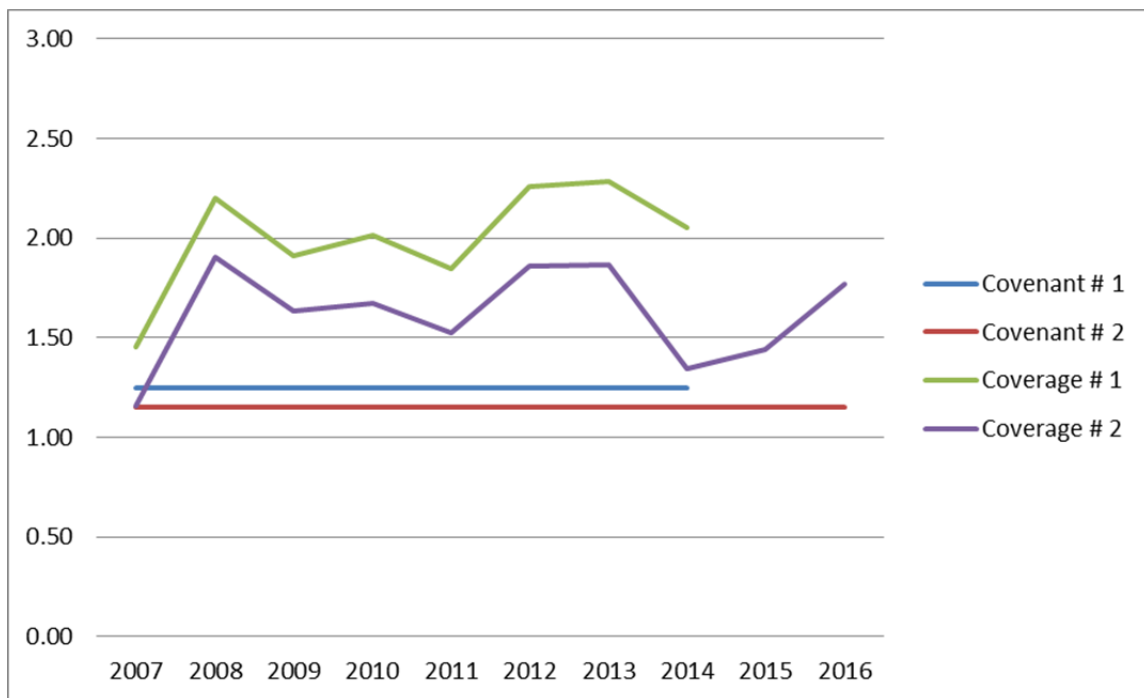
*Interest Payments on the Cash Basis

Source: Finance Department

Florin Resource Conservation District						
Ratio of Outstanding Debt by Type - Proprietary Funds						
Last Ten Years						
Fiscal Year Ended June 30,	COP's - Water Services	COP's - Building	Loans	Total	Percentage of Personal Income	Outstanding Debt per Capita
2007	58,567,145	14,386,994		72,954,139	1.443%	535.18
2008	58,307,145	13,896,994		72,204,139	1.331%	519.01
2009	57,822,145	13,291,994	1,085,386	72,199,525	1.713%	510.50
2010	57,187,145	12,666,994	1,039,602	70,893,741	1.822%	492.71
2011	56,337,145	12,021,994	990,745	69,349,884	1.712%	453.22
2012	55,332,145	11,356,994	938,623	67,627,762	1.642%	433.69
2013	54,252,145	10,666,994	883,017	65,802,156	1.539%	413.66
2014	53,077,145	10,251,994		63,329,139	1.424%	394.11
2015	50,492,145	9,816,994		60,309,139	1.325%	359.06
2016	47,575,000	-		47,575,000	Not Available	Not Available

Source: Finance Department

**Florin Resource Conservation District
Bond Covenant Ratio Analysis – Water District Fund
Last Ten Years**

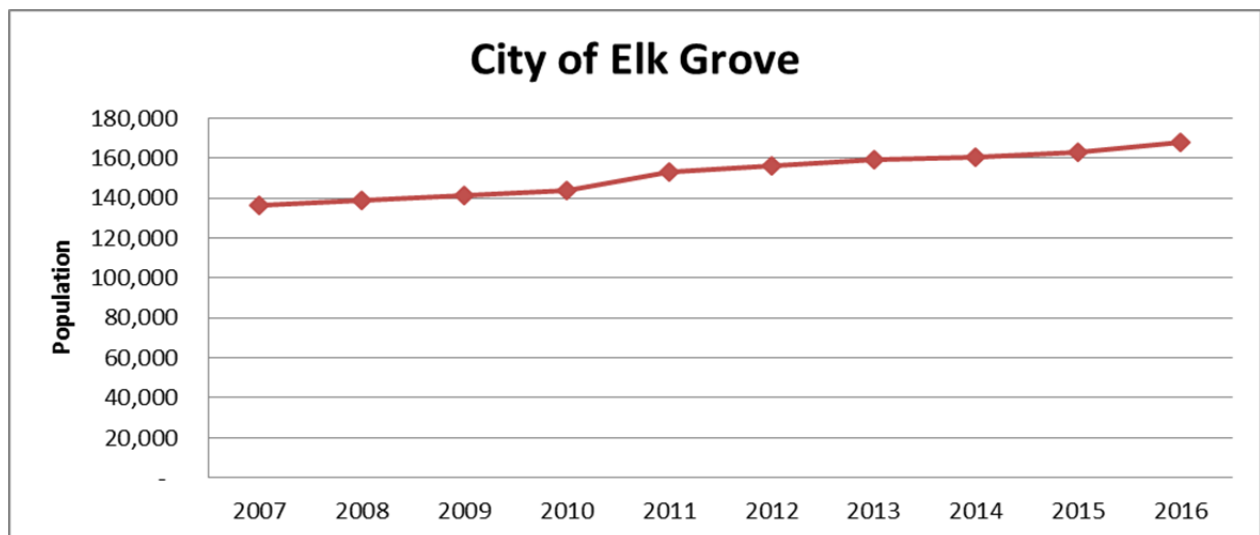


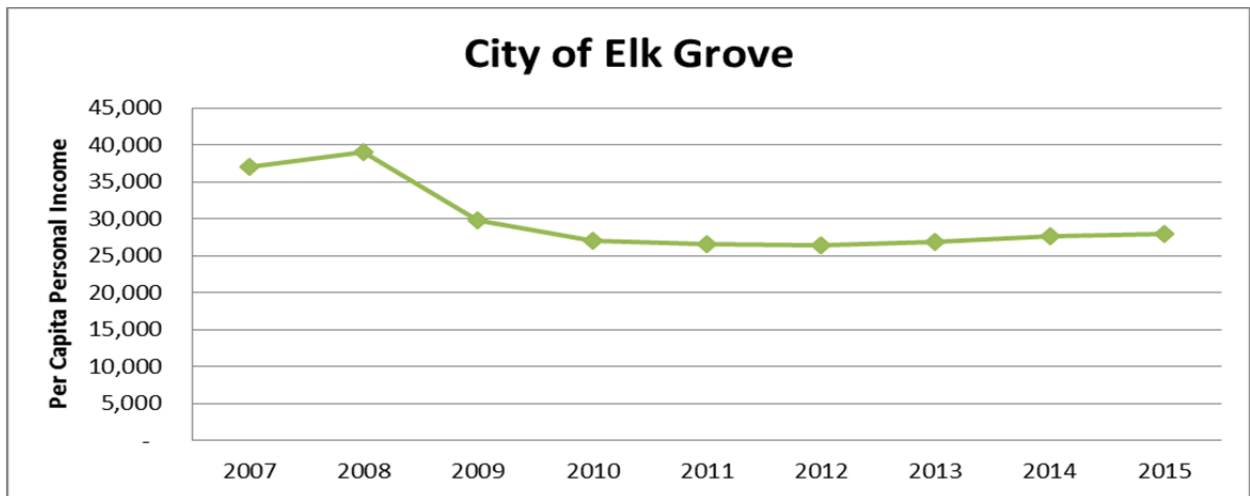
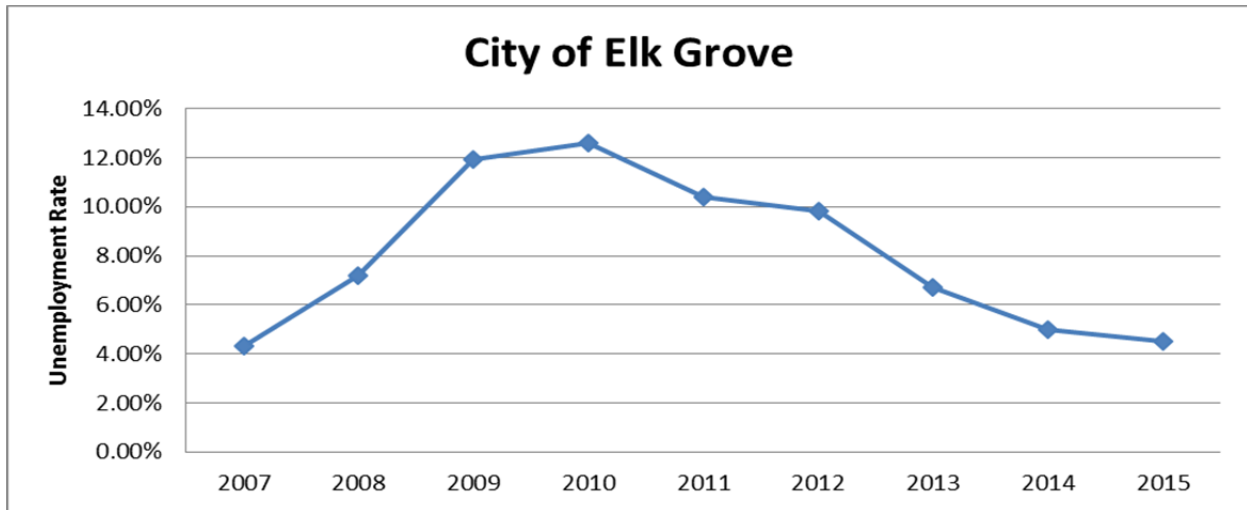
Covenant #1 is no longer applicable as of FY 2015

Source: Finance Department

Florin Resource Conservation District											
Pledged-Revenue Coverage - Water Service Fund Cash Basis											
Last Ten Years											
	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	
Operating Revenues											
Charges for Services	\$ 8,358,765	\$ 11,922,374	\$ 12,865,774	\$ 13,642,267	\$ 13,981,562	\$ 14,420,788	\$ 14,312,791	\$ 13,435,194	\$ 13,185,838	\$ 13,475,325	\$ -
Operating Expenses											\$ -
Water & Power	\$ 1,670,825	\$ 1,864,314	\$ 2,221,925	\$ 2,487,961	\$ 3,093,211	\$ 2,846,200	\$ 2,872,105	\$ 2,982,746	\$ 2,872,999	\$ 2,694,476	\$ -
Other Production Expenses	460,657	896,218	984,362	1,047,545	1,160,949	582,000	365,502	411,116	1,437,329	\$ 524,769	\$ -
Payroll & Related Taxes	1,331,705	2,679,183	2,923,030	3,024,955	2,927,357	2,777,271	2,882,423	2,808,085	2,855,533	\$ 2,763,806	\$ -
Insurance	404,737	102,585	97,418	111,455	117,247	74,105	83,098	68,815	76,462	\$ 74,280	\$ -
Administration & General	1,413,691	511,054	1,042,542	1,207,200	1,113,405	1,098,238	977,491	865,681	1,218,888	\$ 977,466	\$ -
Depreciation & Amortization	1,282,640	1,339,001	1,471,072	1,533,295	1,455,222	1,705,720	1,687,331	2,054,712	1,696,678	\$ 1,649,295	\$ -
Total Operating Expenses	\$ 6,564,255	\$ 7,392,355	\$ 8,740,349	\$ 9,412,411	\$ 9,867,391	\$ 9,083,534	\$ 8,867,950	\$ 9,191,155	\$ 10,157,889	\$ 8,684,092	\$ -
Income From Operations	\$ 1,794,510	\$ 4,530,019	\$ 4,125,425	\$ 4,229,856	\$ 4,114,171	\$ 5,337,254	\$ 5,444,841	\$ 4,244,039	\$ 3,027,949	\$ 4,791,233	\$ -
Covenant Number 2											
Income From Operations	\$ 1,794,510	\$ 4,530,019	\$ 4,125,425	\$ 4,229,856	\$ 4,114,171	\$ 5,337,254	\$ 5,444,841	\$ 4,244,039	\$ 3,027,949	\$ 4,791,233	\$ -
Add: Interest Income	645,856	311,768	122,221	42,170	36,642	21,812	20,866	18,188	19,970	19,994	\$ -
Add: Depreciation & Amortization Expenses	1,282,640	1,339,001	1,471,072	1,533,295	1,455,222	1,705,720	1,687,331	2,054,712	1,696,678	1,649,295	\$ -
Total	\$ 3,723,006	\$ 6,180,788	\$ 5,718,718	\$ 5,805,321	\$ 5,606,035	\$ 7,064,786	\$ 7,153,038	\$ 6,316,939	\$ 4,744,597	\$ 6,460,522	\$ -
Interest & Principal Payments	\$ 3,209,484	\$ 3,247,444	\$ 3,505,180	\$ 3,477,026	\$ 3,669,868	\$ 3,795,751	\$ 3,833,665	\$ 4,709,651	\$ 3,290,466	\$ 3,655,240	\$ -
Coverage Ratio (1.15 Minimum Req.)	1.16	1.90	1.63	1.67	1.53	1.86	1.87	1.34	1.44	1.77	\$ -
Note: Details regarding the requires of the two covenants can be found in Note 4 of the financial statements.											

Demographic and Economic Information Florin Resource Conservation District





Data for 2016 unavailable from the City of Elk Grove.

Year	Population ⁽¹⁾	Personal Income (in thousands)	Per Capita Personal Income ⁽²⁾	Unemployment Rate ⁽²⁾
2007	136,318	5,054,399	37,078	4.30%
2008	139,119	5,425,919	39,002	7.20%
2009	141,430	4,214,190	29,797	11.90%
2010	143,885	3,891,082	27,043	12.60%
2011	153,015	4,051,684	26,479	10.40%
2012	155,937	4,117,828	26,407	9.80%
2013	159,074	4,277,023	26,887	6.70%
2014	160,688	4,447,844	27,680	5.00%
2015	162,899	4,550,095	27,932	4.50%
2016	167,965	Not Available	Not Available	Not Available

Source: (1) California Department of Finance
 (2) City of Elk Grove

The largest employers in the District's service area are not known.

**Florin Resource Conservation District
Operating Indicators for the Water Service
Last Ten Years**

Fiscal Year ended June 30,	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Water sold:										
Purchased water (CCFs)	2,128,280	2,087,803	1,854,139	1,868,738	2,304,632	1,069,886	1,128,430	1,145,719	942,941	806,785
Treated water (CCFs)	2,973,199	2,781,990	2,114,031	2,079,311	1,471,518	2,189,232	2,397,179	2,055,947	1,585,736	1,365,572
Total	5,101,479	4,869,793	3,968,170	3,948,049	3,776,150	3,259,118	3,525,609	3,201,666	2,528,677	2,172,357
Number of Accounts										
Non-metered	6,033	6,020	5,849	5,328	4,681	3,259	1,193	240		
Metered	5,855	5,999	6,272	6,834	7,409	9,041	10,955	12,109	12,291	12,174
Total	11,888	12,019	12,121	12,162	12,090	12,300	12,148	12,349	12,291	12,174
Average annual CCFs used per account	429.13	405.17	327.38	324.62	312.34	264.97	290.22	259.27	205.73	178.44
Average daily consumption per account (CCFs)	1.1757	1.1101	0.8969	0.8894	0.8557	0.7259	0.7951	0.7103	0.5637	0.4889
Number of Employees:										
General Government	-	-	-	-	-	-	-	-	-	-
Water	23	24	24	32	32	30	29	29	29	28
Building	-	-	-	-	-	-	-	-	-	-

Note: Each one hundred cubic foot (1 CCF) equals 748 gallons

Source: Finance Department

**Florin Resource Conservation District
Capital Assets Statistics by Function
Current Year and Five Years Ago**

Fiscal Year ended June 30,	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Capital Asset Statistics										
Water:										
Water main miles	121.0	121.0	124.0	124.0	124.0	124.0	124.0	131.0	131.0	131.0
Maximum daily capacity (thousands of gallons)	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000
Maximum daily treatment capacity (thousands of gallons)	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000
Buildings owned	1	1	1	1	1	1	1	2	2	2

Source: Finance Department

October 26, 2016

TO: Chairman 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. No committee meetings were held in the month of September.

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 Chairman Chuck Dawson. The committee meeting minutes shall be accepted by the FRCD Board of Directors.

Present Situation

No committee meetings were held in the month of September.

FINANCIAL SUMMARY

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

October 26, 2016

COMMITTEE MEETINGS

Page 2

Respectfully Submitted,



STEFANI PHILLIPS,
BOARD SECRETARY

October 26, 2016

TO: Chairman and Directors of the Florin Resource Conservation District

FROM: Mark J. Madison, General Manager

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

RECOMMENDATION

This information is provided for information only. No action by the Board is requested at this time.

Summary

Most of the work conducted on FRCD-related matters involved the research of urban farming potential in Elk Grove and the research of potential grant opportunities. The General Manager also expended efforts to initiate a new Strategic Plan and engaged with the California Association of Resource Conservation Districts - Central Sierra Region in the development of a statewide 3-year Strategic Direction.

DISCUSSION

Background

The Board has requested a monthly summary of Florin Resource Conservation District (FRCD) conservation activities performed by the Board and staff.

Present Situation

As initially reported last month, the General Manager began investigating the potential for urban farming in Elk Grove. This was initiated at the request of Director Elliot Mulberg and pursuant to the Elk Grove City Council expressing support for this activity.

The potential for urban farming in Elk Grove is linked to the General Plan update process which is expected to continue for another year. At present, urban farming is not allowed by General Plan policy although there may be farming activities presently occurring within the Elk Grove City limits. From the research conducted, it was also learned that it is difficult for urban farming enterprises to fully recover their costs. The Center for Land Based Learning, for example, which facilitates urban farming in West Sacramento must

FLORIN RESOURCE CONSERVATION DISTRICT CONSERVATION ACTIVITIES REPORT

Page 2

pay for labor through the acquisition of grants. For these reasons, it is not recommended that the FRCD pursue urban farming at this time.

The General Manager expended efforts to research potential grant opportunities for the FRCD. Specifically, a meeting was held with Dwane Coffee of the Natural Resource Conservation Service to explore the possibilities of obtaining grant funds through the Environmental Quality Improvement Program (EQIP) and/or the Regional Conservation Partnership Program (RCPP). Neither of these programs appear promising for significant funding at this time, but the General Manager will continue to engage with Mr. Coffee to seek potential grant funding.

The General Manager also engaged with the California Association of Resource Conservation Districts (CARCD) - Central Sierra Region. The CARCD is preparing a new 3-year Strategic Direction (Attachment 1). This document is proposing to incorporate three broad goals to assist RCD's statewide. These goals include:

1. Build the capacity of individual RCD's
2. Increase the reach and influence of RCD's statewide
3. Increase the impact and sustainability of CARCD

Relative to the first goal, one of the key strategies is to increase access to funding sources for RCD's. This could be important to the FRCD if it leads to some level of base funding from the State. It should be noted, however, that the goal as presently described in the 3-year plan appears to only seek a line item budget from the Department of Conservation for the CARCD and not all RCD's.

On October 19, the General Manager attended the Central Sierra Region meeting in Auburn, California to participate in a discussion of this document and three resolutions (Attachment 2) proposed for adoption at the November CARCD conference. Resolution No. 2016-01 is interesting as it directs (or requests) the NRCS to add inadequate groundwater recharge to the list of resource concerns and components.

On October 20, the General Manager attended the American River Stormwater Regional Planning meeting. Information from this meeting was not available as of the preparation of this staff report.

October 26, 2016

**FLORIN RESOURCE CONSERVATION DISTRICT CONSERVATION ACTIVITIES
REPORT**

Page 3

STRATEGIC PLAN CONFORMITY

Participation in regional conservation is in conformity with the District's conservation and cooperative program goals of the 2012-2017 Strategic Plan.

FINANCIAL SUMMARY

There is no direct financial impact associated with this report.

Respectfully submitted,



MARK J. MADISON
GENERAL MANAGER

Attachments



THE CALIFORNIA ASSOCIATION OF RESOURCE CONSERVATION DISTRICTS

STRATEGIC DIRECTION 2017-2019



Letter from the Executive Director

In pausing to reflect on the 5-year milestone since our last plan I want to say thank you to each member of the RCD community for the incredible amount of growth and success we have achieved in the last 5 years. Thanks also to our partners, supporters and friends that see the value in locally led conservation and have stood shoulder to shoulder with us to help build opportunities for RCDs and keep them strong for another 75 years. While we have come a long way, there are still many great opportunities on our horizon: opportunities to continue to build our strength collectively, to unify around our common goal of serving our communities so that we are all better able to get our work done and function as cohesive regional and state partnerships. The results will help us truly become the “go to hub for conservation and agriculture” that our communities and our state needs us to be.

With all the challenges and opportunities in front of RCDs, it’s an amazing time to be in the RCD world! This strategic plan represents exciting next steps for CARCD to be better able to support local conservation by better supporting the district in being better able to accomplish it! It is a commitment to districts, to partners and to every member of our community to build opportunities, strength, partnerships, RCD networks and each other to make conservation happen in the way we know it should be done- not as an afterthought but as a way of life. We are committed to you. I am proud of where we have been and the accomplishments we have made, but I am equally excited about the promise of our future.

Sincerely,



Karen Buhr, Executive Director

Letter from the President

We are very fortunate to have had sustained growth during the past several years. This good fortune represents the tireless work of CARCD Executive Director Karen Buhr and staff, district managers, RCD directors and the CARCD board leadership. Five years ago, coordinated work began on developing an ambitious strategic plan including “vision and standards” for all California RCDs. The resulting implementation of this vision has exceeded many expectations, and continues to fulfill the goal of “Relevant, Excellent and Visible” RCDs across the state.

The equally ambitious 2017 strategic plan adds clarity that builds on, and continues this important work. It also sets new and relevant goals for capacity growth within CARCD, the regions and local RCDs. It again represents a collaboration of many RCDs, district managers, Karen Buhr and staff and the CARCD board as well as the guidance of Solid Ground, our consulting partner. We are very appreciative of the individual work done in the past, present and future that insures our collective success. I am confident that the CARCD 2017 strategic plan is a roadmap to continued success. We need your support to insure just that.

Sincerely,

Glenn Franklin, President



Introduction

CARCD has adopted a strategic plan to guide the work and the investments of the organization over the next three years. The plan has two elements: the Strategic Direction and the Three-Year-Plan.

The **Strategic Direction** includes the organization's vision of success, its mission statement, the goals it wants to achieve over the next three years, and the strategies or approaches it will use to accomplish its goals. The Association has defined three broad goals:

- Build the capacity of individual RCDs
- Increase the reach and influence of RCDs statewide
- Increase the impact and sustainability of CARCD

The **Three-Year-Plan** identifies the specific activities that staff and board members will undertake each year over the life of the strategic plan, and identifies success measures that the Association will use to assess its progress toward goals.

Concepts

To guide this plan's readers, we provide the following concepts:

- **Resource conservation** comprises activities completed on all of California's lands to promote, elevate, maintain and/ or restore the ecological value inherent in each acre while meeting the landowners values and business needs
- **Healthy agriculture** refers to agriculture done in a way that sustains the viability of the operation and the inherent ecological value of the land.
- **Capacity Building** increasing the ability of RCDs to be able to deliver high quality programs and services at the local level



Vision and Mission

It is the vision of California RCDs to be Relevant, Excellent, and Visible "go-to" hubs for natural resource conservation and agriculture on public and private land - at the local, regional, state, tribal, and federal levels. RCDs serve as an important local infrastructure that will provide high - quality, relevant service to their communities by:

- Providing meaningful, quantifiable conservation benefits to their district's natural resources through high quality, timely, and applied scientific programs on the ground.
- Upholding excellent operational management through having appropriate technical capacity and retaining quality key staff.
- Serving as critical partners in an active agricultural and local natural resource network
- Serving as a reputable education and information source on natural resource conservation.

Vision: *It is the vision of CARCD to grow into a full-capacity organization that can serve as a strong advocate, technical resource, and partner to its member RCDs in achieving the vision for the RCD field.*

Mission: *CARCD builds the network and local impact of RCDs in California, strengthening locally-led conservation and stewardship of natural and agricultural resources*

Values and Beliefs of the RCD Community

California needs strong RCDs at the forefront of their communities helping landowners and citizens solve our state's most pressing conservation and agricultural challenges.

- Conservation and stewardship of agricultural and natural resources have significant environmental, economic and societal value, and RCDs play a critical role in these efforts.
- Voluntary, locally-led conservation is an effective and efficient strategy; this conservation is more effective when it is comprehensive and ecosystem based.
- Locally led conservation requires good relationships with and among local communities, landowners and partners; CARCD and RCDs are the best entities to make these connections.
- RCDs need resources to realize their core values, create resource conservation benefits, and support agriculture in California.
- We have greater impact working collectively than working alone.
- Decision-makers who are educated about natural resources, agriculture, and the important role of RCDs make better decisions about California's future.
- RCDs need a strong State Association to provide a powerful voice for their needs.
- RCDs require CARCD to operate as a professional, transparent organization that inspires trust among RCD membership.
- Landowners, RCDs, and partners require responsive, innovative, transparent support that meets their needs and addresses today's environmental challenges. CARCD believes in and supports a diversity of participation and ideas that are essential for effective resource conservation and agriculture in California.



Goals and Strategies

In order to fulfill our role in the RCD vision, mission and values, CARCD will implement the following goals and strategies:

1. Build capacity of individual RCDs
 - a. Increase access to funding sources for RCDs
 - b. Provide direct support to districts investing in growth and capacity
 - c. Provide specific support for RCDs in attaining Tier 1 Standards
2. Increase the reach and influence of RCDs statewide
 - a. Foster collaborations and information-sharing among districts
 - b. Build political influence and understanding for the work of RCDs
 - c. Build awareness and support for resource conservation in California
 - d. Serve as thought leaders in policy and decision making to benefit local resource conservation
3. Increase the impact and sustainability of CARCD
 - a. Develop significant, sustainable revenue stream for the Association
 - b. Develop a strong team within the organization
 - c. Develop plans, systems, and infrastructure to support the organization
 - d. Build a strong CARCD network that includes more engaged and formal avenues of participation for RCD staff, RCD directors, and partners



INTRODUCTION

CARCD has adopted a strategic plan to guide the work and the investments of the organization over the next three years. The plan has two elements: the Strategic Direction and the Three-Year-Plan.

The **Strategic Direction** includes the organization's vision of success, its mission statement, the goals it wants to achieve over the next three years, and the strategies or approaches it will use to accomplish its goals. The Association has defined three broad goals:

Build the capacity of individual RCDs

Increase the reach and influence of RCDs statewide

Increase the impact and sustainability of CARCD

The **Three-Year-Plan** identifies the specific activities that staff and board members will undertake each year over the life of the strategic plan, and identifies success measures that the Association will use to assess its

In this Three-Year-Plan document, each of CARCD's three goals can be found on a separate tab in the Excel workbook. The goal statement appears at the top of the page; the strategies to achieve the goal appear on the lefthand side of the page, and the activities populate the yearly column tables.

The Three-Year Plan includes activities that CARCD can accomplish with its current skills and capacity. It also includes activities for which additional skills and/or capacity would be necessary. These "contingent" activities are highlighted in green to indicate that additional funding and other resources - such as new staff positions or

For some activities, this plan also identifies (in parentheses) who will be responsible for undertaking a specific task.

Goal 1. Build capacity of individual RCDs				
Sub-strategies	2017	2018	2019	Success measures: by 2020...
Strategy A: Increase access to funding sources for RCDs	General	<p>Explore feasibility of creating a pass-through grant pool for RCDs</p> <p>Set an annual funding goal for grant-making by or pass-through from CARCD to RCDs</p>	<p>Provide bridge loans and administration for RCDs to be able to begin grants</p> <p>Develop series of case studies that highlight "climbing the tiers" and strategies for RCD funding</p>	<p>Disseminate case studies as an educational tool for RCDs to gain from each others experience.</p> <p>Provide contacts for RCDs to be able to seek more information and advice</p>
	Private funding	<p>Develop fundraising plan with a strong emphasis on private foundation support that includes all key initiatives, potential funders and appropriate asks.</p>	<p>Identify and cultivate potential foundation funders to support RCD work, with CARCD as intermediary</p>	<p>Submit targeted Letters of Inquiry and grant proposals</p>
	State funding	<p>Develop the case for support of RCDs with broader and deeper agency funding</p> <p>Work with agencies to define the potential for contracting with CARCD to serve as pass-through funder for RCDs</p> <p>Work with CSG, the State Legislature and DOC to develop baseline funding for RCDs</p>	<p>Participate in work groups, committees and public venues to educate partners and funders about the critical role RCDs play</p> <p>Secure pass-through contracts</p> <p>Participate in state budget process to seek baseline funding for RCDs</p>	<p>Participate in work groups, committees and public venues to educate partners and funders about the critical role RCDs play</p> <p>Secure pass-through contracts</p> <p>Participate in state budget process to seek baseline funding for RCDs</p> <p>CARCD will administer a \$5 million state contract for RCD support</p>
Strategy B: Provide direct support to districts investing in growth and capacity	Earned revenue	<p>Develop tools for RCDs that want to explore the potential to offer Fee-For-Service programs</p>	<p>Provide training for RCDs to explore, develop, test, and launch Fee-For-Service lines of business to generate revenue</p> <p>Develop CARCD fee for service model for partners and agencies in which CARCD can bring value added</p>	<p>Provide training for RCDs to explore, develop, test, and launch Fee-For-Service lines of business to generate revenue</p> <p>Develop CARCD fee for service model for partners and agencies in which CARCD can bring value added</p> <p>Five RCDs will have developed Fee-For-Service Programs</p>
	Needs survey	<p>Conduct annual survey of RCDs to identify capacity-building needs</p>	<p>Annual RCD capacity needs survey</p>	<p>Annual RCD capacity needs survey</p>

Goal 1. Build capacity of individual RCDs

Sub-strategies	2017	2018	2019	Success measures: by 2020...
Conference	Plan and host annual CARCD conference, with content driven by the capacity needs survey	Annual CARCD conference	Annual CARCD conference	
Remote learning	Identify existing resources like CSDA and NACD webinars and trainings, publicize and add to the resource library	Sponsor two webinars addressing topics identified by the capacity needs survey	Sponsor quarterly webinars addressing topics identified by the capacity needs survey	
Management and leadership capacity		Develop management training series (emphasis on operations / business, finance, and personnel) to build the capacity and competencies of district managers	Deliver management training series to build the capacity and competencies of district managers	
		Develop board training series to support board effectiveness	Deliver board training series to support board effectiveness	
	Two regional Leadership Academy retreats for participants of 2016 Academies Bimonthly phone calls with Leadership Cohorts from 2016 Academies	Two regional Leadership Academy retreats Bimonthly phone calls with Leadership Cohorts	Two regional Leadership Academy retreats Bimonthly phone calls with Leadership Cohorts	
Resources	Develop additional content for the CARCD Resource Library in response to capacity needs survey Develop specific resources on carbon farming Create directory of experts for specialized help on specific topics	Publicize the Library to ensure RCDs are aware of its tools and resources and can access it	Seek RCD feedback on Library user interface (usability and organization), and adjust accordingly	
		Launch new 2019 Leadership Academy for new RCD leaders		Update directory

Goal 1. Build capacity of individual RCDs				
Sub-strategies	2017	2018	2019	Success measures: by 2020...
Accreditation	<p>Provide one-on-one assistance to help districts submit applications/plans for DOC Capacity Building funds in Fall/Winter 2016</p>	<p>Explore the potential for a program of voluntary accreditation with adopted RCD standards to build the State's confidence in RCD performance</p>	<p>Work with DOC to develop a voluntary accreditation program</p> <p>Work with DOC to develop incentives for RCD excellence, such as exclusive access to capital, expedited grant processes, etc.</p>	

Goal 2. Increase the reach and influence of RCDs statewide

		2017	2018	2019	Success measures: by 2020...
<p>Strategy A: Foster durable collaborations and information sharing among districts</p>	<p>Sub-strategies</p>				
	<p>Templates and tools</p>	<p>Develop and distribute "templates" for success (such as a template Joint Powers Agreement) to support the formation and operation of strong regional networks</p>	<p>Provide tools and training to support RCDs in working together on statewide contracts</p>	<p>Provide tools and training to support RCDs in working together on statewide contracts</p>	
	<p>Peer information-sharing</p>		<p>Develop and host online platform (monthly listserve digest, online bulletin board, Consider.It, the CARCD website, or other) to facilitate meaningful information exchange</p> <p>Develop catalog of RCD skills and capacity to facilitate RCDs sharing skills, resources and staff and collaboration amongst RCDs</p>		
	<p>Regional networks</p>	<p>By region, identify needs for information sharing and delivering high quality programming</p> <p>Provide targeted support to regional networks, including facilitating the development of a Regional Leadership Team - support North Coast and start-up San Joaquin</p>		<p>Support the development of regional strategic plan / action plan for each region</p>	<p>An active Regional Leadership Team will have formed in each of the ten regions</p>
	<p>Mentorship</p>	<p>Organize quarterly District Manager Symposium to explore critical issues and the RCD role in the solution</p> <p>Develop tools for RCDs to establish mentoring relationships</p>	<p>Hold quarterly legislative calls</p> <p>Convene monthly District manager / CARCD President calls</p>		
	<p>Training</p>	<p>Develop and disseminate tools for political engagement and relationship-building with government decision-makers, via the Resource Library</p>	<p>Provide political training for engaged districts</p>	<p>Provide political training for engaged districts</p>	
<p>Strategy B: Build political influence and understanding for the work of RCDs</p>					

Goal 2. Increase the reach and influence of RCDs statewide

Sub-strategies		2017	2018	2019	Success measures: by 2020...
			Plan and host Legislative Action Day to foster participation of RCDs in translating their needs into political action through coordinated legislative education and outreach	Plan and host two Legislative Action Days	Legislators regularly seek input from CARCD into key resource conservation issues
	Strategic partnerships	Cultivate relationships between RCDs and external advocates	<p>Cultivate network of partner organizations that have a similar interest in conservation</p> <p>Recruit a group of conservation partners to serve as "Policy Advisors," meeting once or twice per year to advise CARCD on key conservation / policy issues</p>	<p>Work with partners to develop annual, statewide conservation policy agenda</p> <p>Meet with Policy Advisors</p>	<p>Annual conservation policy agenda of RCDs, land trusts, watershed organizations, and other conservation groups will result in state funding commitments growing by 50%</p> <p>Create engaging and dynamic meetings that bring the advisors together to garner support and advice while building a coalition of folks dedicated to RCD issues</p>
	Lobbyist	Engage and maintain professional support to assist CARCD in meeting our political goals	Engage and maintain professional support to assist CARCD in meeting our political goals	Engage and maintain professional support to assist CARCD in meeting our political goals	
Strategy C: Build awareness and support for resource conservation in California	Education	Collect and distribute information critical to resource conservation in California	Collect and distribute information critical to resource conservation in California	Collect and distribute information critical to resource conservation in California	
	Communications and PR		Develop external communications plan that identifies core audiences, statewide messages about the value of RCDs that connects their work to other public policy priorities, and appropriate vehicles for message dissemination	Engage and educate highest priority partners, funders, and other stakeholders about the critical role RCDs play in conservation in California	Four legislators use CARCD's key messages in public speaking engagements
			Develop RCD media press kit and training in strategic communications to support awareness-building efforts at the local level		

Goal 2. Increase the reach and influence of RCDs statewide

Sub-strategies

2017

2018

2019

Success measures: by 2020...

NACD support

Coordinate with the National Association of Conservation Districts to garner support for California's unique needs by engaging in key legislative issues, providing leadership on capacity building and other relevant topics and being part of the discussion

Coordinate with the National Association of Conservation Districts to garner support for California's unique needs by engaging in key legislative issues, providing leadership on capacity building and other relevant topics and being part of the discussion

Coordinate with the National Association of Conservation Districts to garner support for California's unique needs by engaging in key legislative issues, providing leadership on capacity building and other relevant topics and being part of the discussion

California initiatives are incorporated in the national platform and CARCD has a more relevant role in NACD

Strategy D: Serve as thought leaders on local resource conservation in policy and decision making

Initiatives

Draft descriptions of key initiatives - capacity building (San Joaquin; statewide PR), carbon farming, tree mortality, etc.

Participate in and lead projects that advance statewide thinking on agricultural sustainability and natural resource conservation

Replication

Encourage RCDs to incorporate research and replicability to their projects in order to be able to share results and ideas

Encourage RCDs to incorporate research and replicability to their projects in order to be able to share results and ideas

Innovation

Develop story library of innovative practices that show promise to advance resource conservation in California along with "how to" guides that get people started

Use story library to build partnerships, encourage adoption of new practices by both RCDs and partners, and document relevant information for lobbying purposes

Tracking and reporting

Publish annual report to share results proactively with decision makers and partners

Publish annual report to share results proactively with decision makers and partners

Goal 3. Increase the impact and sustainability of CARCD

Sub-strategies

2017

2018

2019

Success measures: by 2020...

Strategy A: Develop significant, sustainable revenue streams for the Association

	2017	2018	2019	Success measures: by 2020...
Foundation	Seek foundation support for special projects and capacity building			
Fee-for-service		Explore avenues to deliver additional services to RCDs and other partners at a fee	Develop and launch an earned-revenue / fee-for-service line of business	
State funding	Build strong collaborative relationships with State Agencies with focus on finding opportunities that are mutually beneficial to agencies and RCDs	Seek to include CARCD as a line item in the Department of Conservation budget		
Agency contracts	Explore grant opportunities through State agencies	Seek contracts or write grant proposals to bring funding to state objectives		CARCD will administer a \$5 million state contract for RCD support
Membership	Establish fair dues structure that provides for low-barrier membership	Develop pricing for CARCD goods and services with member discounts that provides an incentive for RCDs to join the organization	Expand suite of services to bring additional value to RCDs	40 RCDs will be members of CARCD, with collective dues of \$250,000
	Articulate the Association's value proposition for RCD membership	Recruit RCDs to become dues-paying members of CARCD	Explore potential for a non-RCD member category	

Goal 3. Increase the impact and sustainability of CARCD

Sub-strategies		2017	2018	2019	Success measures: by 2020...
Strategy C: Develop plans, systems, and infrastructure to support the organization	Technology	Develop informational technology plan, including IT capacity investments Update the CARCD website - CARCD vision and mission, optimized searchability, online Resource Library, other features	Establish statewide contact management database Ensure the website remains up to date	Keep data management systems up-to-date Ensure the website remains up to date	
	Strategic plan	Monitor progress against strategic plan goals	Monitor progress against goals	Update CARCD strategic plan	
	Office	Explore options for larger office space that could facilitate more team interaction and support positive team culture	Move into new office space with room for six staff plus meeting space for partners		

Strategy D: Build a strong CARCD network that includes more engaged and formal avenues of participation for RCD staff, RCD directors, and partners	Member relations	Develop member relations / "in-reach" plan to communicate regularly with RCD membership	Seek member feedback on their satisfaction with CARCD and their perception of their opportunities for participation	Adjust internal communications with RCDs if necessary, based on feedback	At least 25% of RCDs are very actively engaged in the Association's activities
	Partner relations		Seek feedback from partners (for example, through individual conversations) on their satisfaction with CARCD, perception of opportunities for collaboration, and ways CARCD could improve	Adjust partnership work if necessary to enhance partners' experience, based on feedback	At least 75% of RCDs will report being satisfied or very satisfied with their engagement in CARCD



RESOURCE
CONSERVATION DISTRICTS

RESOLUTION No 2016-01

A Resolution for Resource Conservation Districts in the state of California to Direct NRCS to add inadequate groundwater recharge to the list of resource concerns and components

WHEREAS: Groundwater levels are negatively impacted by many current best management practices used to conserve water.

WHEREAS, Current global positioning system land surface surveys performed by NASA show significant areas of land subsidence throughout the State.

WHEREAS, Groundwater is currently in the forefront of natural resource concerns as local efforts are underway throughout the State to develop Groundwater Sustainability Plans as required by the Sustainable Groundwater Management Act of 2014.

WHEREAS, Groundwater recharge demonstration projects and studies are being conducted throughout the State by U.C. Davis and others, and showing promising results.

WHEREAS, Groundwater Recharge projects can be conducted at a small or large acreage scale, creating opportunities for a variety of landowners to participate.

NOW, THEREFORE, BE IT RESOLVED that the California Association of Resource Conservation Districts, on behalf of Resource Conservation Districts throughout the State of California, request that NRCS take immediate action to amend the list of Resource Concerns and Components to include inadequate groundwater recharge and make available to producers all applicable best management practices and cost share programs.

Submitted by the Sacramento Valley Region

Contact: Patti Turner, Colusa County RCD

BACKGROUND: Groundwater supplies are an important and immediate natural resource concern. Declining groundwater levels can cause domestic and municipal wells to go dry, costly well upgrades and repairs, and land subsidence. Once subsidence has occurred it can never be reversed and groundwater storage capacity is lost forever. There are many agricultural operations and communities that depend solely on groundwater. Groundwater is a vital natural resource that must be conserved and protected for future generations.



RESOURCE
CONSERVATION DISTRICTS

RESOLUTION No 2016-02

A Resolution for replacement of CODE with the District Manager's Communication Committee

WHEREAS, District employees have recently determined that the CODE Association is no longer a viable association for district employee needs and have created a District Manager's Communication Committee to serve the following functions:

- 1) To improve communication among District Managers within RCD regions and state wide
- 2) To improve communication between the District Managers and CARCD staff and board.

NOW, THEREFORE, BE IT RESOLVED that the Bylaws be change to read as follows (*with changes as shown below with strikethrough,*)

~~Section 7. Of the CARCD Bylaws States that: California Association of District Employees (CODE) — The California Association of District Employees (CODE) shall be an affiliate of the Association, and shall be governed by separate bylaws. The objective of this affiliation is to strengthen the Conservation District program of the State of California by the effective utilization of the skills of the members of the CODE in support of the purposes and activities of the Association and its committees; to provide assistance, information, and support to Conservation Districts, employees, and their governing boards; and to promote the professional development of Conservation Districts and their employees.~~

District Manager's Communication Committee

The District Manager's Communications Committee works to improve communication among District Managers within RCD regions and state wide and between the District Managers and CARCD staff and board.

Committee Term of Service

Committee members will serve one year terms, and can serve consecutive terms, not to exceed three years. New members can either volunteer or will be selected by consensus of the majority of the District Managers in their region.

Committee Member Responsibilities

1. Maintain a current list of contacts for each district in their respective regions and provide updates to the master RCD contact list on a regular basis.
2. Solicit feedback from districts in their respective regions to identify high level management activities/concerns to CARCD.

3. Determine best communication methods within their region to seek input.
4. Communicate high level CARCD updates that are of importance to their respective regions and statewide.
5. Attend the CARCD board meeting and speak on behalf of the committee (rotating responsibility) about high level activities/concerns.
6. Assist the CARCD board, where appropriate, in decision making that affects the health of all RCDs.
7. Attend a bi-monthly committee call.
8. Attend the monthly CARCD District Manager's calls and bring up relevant topics of interest.
9. Work with respective Regional Chair to ensure coordination of communications.

Submitted by the District Manager's Communications Committee

Contact: Kara Heckert, Sonoma RCD



RESOURCE
CONSERVATION DISTRICTS

RESOLUTION No 2016-03

A Resolution Approving of the 2017-2019 CARCD Strategic Direction and Work Plan

WHEREAS, The California Association of Resource Conservation Districts (CARCD) is a critical support system for all local Resource Conservation Districts RCDs statewide; and

WHEREAS, the CARCD values the consensus of its member RCDs in the setting the strategy for meeting long term goals of the CARCD that benefits local RCDs; and

WHEREAS, transparency, open communication and accountability between CARCD and member RCDs are paramount; and

WHEREAS, CARCD and RCDs are motivated to build on the recent successes and move into the next phase of the CARCD/RCD Capacity Building project for 2017,2018 and 2019;

NOW, THEREFORE, BE IT RESOLVED that the member districts' delegates approve the California Association of Resource Conservation Districts' 2017-2019 Strategic Direction and Work Plan.

Submitted by the Executive Committee of the CARCD

Contact: Glenn Franklin, President of CARCD and Board Member of Mariposa County RCD

October 26, 2016

TO: Chairman and Directors of the Florin Resource Conservation District
FROM: Mark J. Madison, General Manager
SUBJECT: **WATER USAGE REPORT**

RECOMMENDATION

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

Summary

Service Area 1 reduced its water consumption by 16.05% in September in comparison to September 2013 usage. Service Area 2 reduced by 17.56% for the same period. The combined September reduction for both service areas was 16.63%.

DISCUSSION

Background

On May 9, 2016, Governor Brown issued an Executive Order adjusting water conservation regulations through the end of January 2017. On May 18, 2018, the Water Board adopted emergency regulations in compliance with the Governor's Order and for continued statewide urban water conservation, revising certain requirements of urban water suppliers and these new requirements went into effect on June 1, 2016.

The new regulations adopted by the State Water Resources Control Board (Water Board) require water agencies to self-certify their ability to sustain adequate water supplies for another three years of drought. Based on the requirements in the regulations, the Elk Grove Water District (EGWD) is able to achieve compliance with a zero percent conservation requirement for the duration of this order.

On May 25, 2016, the Board adopted Ordinance No. 05-25-16-01 amending the Water Shortage Contingency Plan's Normal Water Supply Stage and ordering the implementation of the Normal Water Supply Stage from Stage 2 Plus.

The amended Water Shortage Contingency Plan – Normal Water Supply Stage does not include watering day and time restrictions. This stage reflects a concept that, during normal supply conditions, customers should not be restricted in their water use, but they should be prohibited from wasting water. The new Normal Water Supply Stage also

WATER USAGE REPORT

Page 2

continues to prohibit water waste and these are subject to enforcement and the penalties prescribed for that stage.

Present Situation

At the May 25, 2016 Board meeting, the Board directed staff to continue to monitor and track our water use reductions going forward. Staff has prepared the attached Water Usage Summaries for September 2016 (Attachment 1) and these follow the same format as those previously provided to the Board.

Each month, the Regional Water Authority (RWA) prepares a summary of the water savings by each of the participating members of RWA. The attached summary for September 2016 (Attachment 2) shows that the region's average savings for September 2016, compared to September 2013, was 13.6%.

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,



MARK J. MADISON
GENERAL 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			
	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			
	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	0	0	0
	% Reduction	19.53%	28.79%	38.68%	34.09%	37.71%	24.63%	21.73%	19.96%	16.63%	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 Calc'd / Feb. 2013 Prod. Data Actual) x Jan. 2013 Prod. Data Actual = 68,254,916

Service Area 2

2016 Jan	# Accts	Consumption	
		CCF	Gallons
Feb	4,269	36,787	27,516,676
Mar	4,268	35,438	26,507,624
Apr	4,269	36,807	27,531,636
May	4,269	45,527	34,054,196
Jun	4,269	68,277	51,071,196
Jul	4,269	100,991	75,541,268
Aug	4,269	128,672	96,246,656
Sep	4,270	125,658	93,992,184
Oct	4,270	116,182	86,904,136
Nov		0	0
Dec		0	0

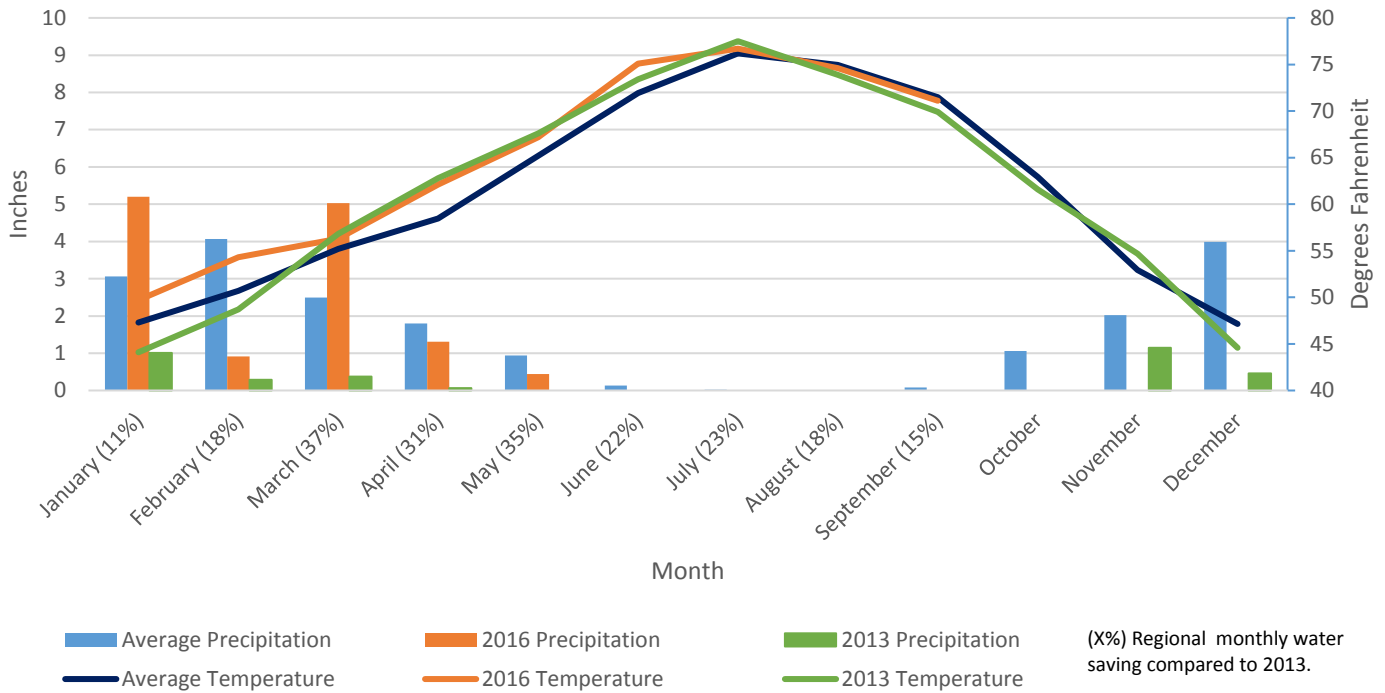
RWA Savings Summary September 2016

REDUCTION BY VOLUME (Million Gallons)													
	Jan.	Feb.	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.	Total
2016	6,154	5,900	6,354	8,435	11,413	15,136	17,257	17,190	14,696				102,535
2013	6,954	7,233	10,095	12,105	17,472	19,483	22,418	20,855	17,311				133,924
%	11.5%	18.4%	37.1%	30.3%	34.7%	22.3%	23.0%	17.6%	15.1%				23.4%

STATE WATER BOARD WATER SAVINGS TRACKING (Million Gallons)																	
	June	July	August	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	August	Sept.	Total
2015/16	12,419	13,789	13,866	12,560	10,759	7,131	6,217	6,154	5,900	6,354	8,435	11,413	15,136	17,257	17,190	14,696	164,580
2013	19,488	22,418	20,859	17,311	14,836	10,649	8,433	6,954	7,233	10,095	12,105	17,472	19,483	22,418	20,855	17,311	230,607
%	36.3%	38.5%	33.5%	27.4%	27.5%	33.0%	26.3%	11.5%	18.4%	37.1%	30.3%	34.7%	22.3%	23.0%	17.6%	15.1%	28.6%

REDUCTION BY AGENCY (Data compared to 2013)		
Water Agency	Sept. 2016 Reduction	June 15 - Sept. 16 Reduction
California American Water	20.6%	32.5%
Carmichael Water District	13.8%	30.2%
Citrus Heights Water District	16.7%	30.4%
City of Davis	6.6%	24.0%
City of Folsom	1.9%	20.7%
City of Lincoln	11.5%	26.9%
City of Roseville	11.9%	28.8%
City of Sacramento	20.4%	27.6%
City of West Sacramento	15.4%	27.9%
City of Woodland	18.8%	29.0%
City of Yuba City	17.2%	26.0%
Del Paso Manor Water District	8.9%	31.3%
El Dorado Irrigation District	8.5%	25.7%
Elk Grove Water District	16.6%	30.6%
Fair Oaks Water District	12.6%	30.7%
Golden State Water Company	12.9%	27.3%
Orange Vale Water Company	15.7%	34.4%
Placer County Water Agency	12.5%	24.4%
Rancho Murieta CSD	11.4%	24.5%
Rio Linda/Elverta CWD	14.2%	29.5%
Sacramento County Water Agency	12.9%	28.6%
Sacramento Suburban WD	21.4%	27.5%
San Juan Water District	9.8%	27.8%
Average	13.6%	28.1%
Minimum	1.9%	20.7%
Maximum	21.4%	34.4%

Precipitation and Temperature, Average (1998-2015), 2013 and 2016



Water Agency	2016 Residential Gallons Per Capita Per Day (R-GPCD)											
	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
California American Water	59	59	58	76	91	121	131	122	111			
Carmichael Water District	75	78	76	115	155	241	258	276	221			
Citrus Heights Water District	80	77	77	107	155	213	237	242	189			
City of Davis	59	60	58	79	99	116	124	142	132			
City of Folsom	83	89	89	127	166	226	256	259	230			
City of Lincoln	59	64	55	104	122	156	188	194	167			
City of Roseville	49	41	46	73	85	135	145	166	160			
City of Sacramento	72	60	65	85	112	141	156	154	125			
City of West Sacramento	85	80	75	103	123	159	168	172	147			
City of Woodland	56	58	52	72	85	115	119	117	110			
City of Yuba City	73	75	78	105	123	152	144	153	138			
El Dorado Irrigation District	76	69	79	80	153	183	302	207	230			
Elk Grove Water District	50	54	52	75	93	135	146	144	132			
Fair Oaks Water District	69	74	76	122	176	262	293	282	249			
Golden State Water Company	83	81	83	107	129	191	202	211	202			
Orange Vale Water Company	84	86	76	115	170	263	290	275	239			
Placer County Water Agency	56	76	79	95	147	185	211	212	184			
Rancho Murieta CSD	77	79	74	117	151	245	294	296	255			
Rio Linda/Elverta CWD	84	90	86	123	167	257	281	268	224			
Sacramento County Water Agency	65	70	69	102	126	166	171	168	152			
Sacramento Suburban WD	64	68	63	89	118	153	163	162	139			
San Juan Water District	97	92	114	198	296	466	534	521	415			
Sacramento Regional Average	68	66	68	93	123	164	185	180	159			

October 26, 2016

TO: Chairman and Directors of the Florin Resource Conservation District

FROM: Mark J. Madison, General Manager

SUBJECT: **ELK GROVE WATER DISTRICT OPERATIONS REPORT – SEPTEMBER 2016**

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 September. 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 September 2016 Operations Report.

Present Situation

The EGWD September 2016 Operations Report highlights are as follows:

- **Operations Activities Summary** – Notable items in the activities summary are that the District hung 657 door hangers for past due balances which resulted in 63 shutoffs. There were 3 pressure complaints and 3 water quality complaints, none of which were validated upon inspection.
- **Production** – Well 13 remains offline while staff is working to reduce the arsenic levels in that well. The Combined Total Service Area 1 production graph on page

ELK GROVE WATER DISTRICT OPERATIONS REPORT – SEPTEMBER 2016

Page 2

13 shows that production during the month of September increased compared to September 2015, but is about 16 percent less than what was produced in 2013. The Total Demand/Production for both service areas on page 14 shows that customer use during the month of September, compared to September 2013, was down by 16.6 percent.

- **Static and Pumping Level Graphs** – No new soundings were taken during the month of September. The third quarter soundings, taken in July, remain shown and indicate the static water levels in deeper zones have slightly improved compared to 2013.
- **Treatment (Compliance Reporting)** – All samples taken during the month are in compliance with all regulatory permit requirements. These samples include 31 samples taken to check for lead and copper and these samples must be taken every 3 years. 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 September:
 - Staff conducted several site surveys for proper backflow protection.
 - Staff retrieved the tri-annual Lead and Copper sampling bottles and submitted for analysis.
- **Backflow Prevention Program 2016** – There were 60 notices issued for the month. From the initial testing notice 56 devices passed. There were 4 secondary notices issued, of which we have received no passing tests. There are a total of 20 outstanding devices as of this report which will require further investigation.
- **Safety Meetings/Training** – There were 5 safety training sessions conducted for the month. Only 2 safety sessions are required by OSHA standards.
- **Service Line Replacement Map** – The District installed no service lines for residential services in the month of September.
- **Service and Main Leaks Map** – There was one main line leak and no service line leaks reported for the month.

ELK GROVE WATER DISTRICT OPERATIONS REPORT – SEPTEMBER 2016

Page 3

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,



MARK J. MADISON
GENERAL MANAGER

MJM/ah

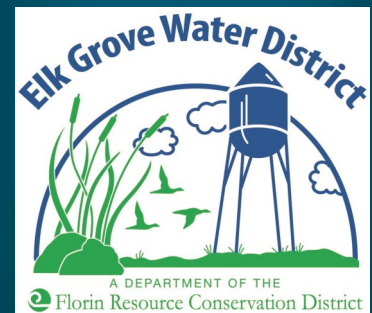
EGWD

OPERATIONS REPORT

September 2016



Elk
Grove
Water
District



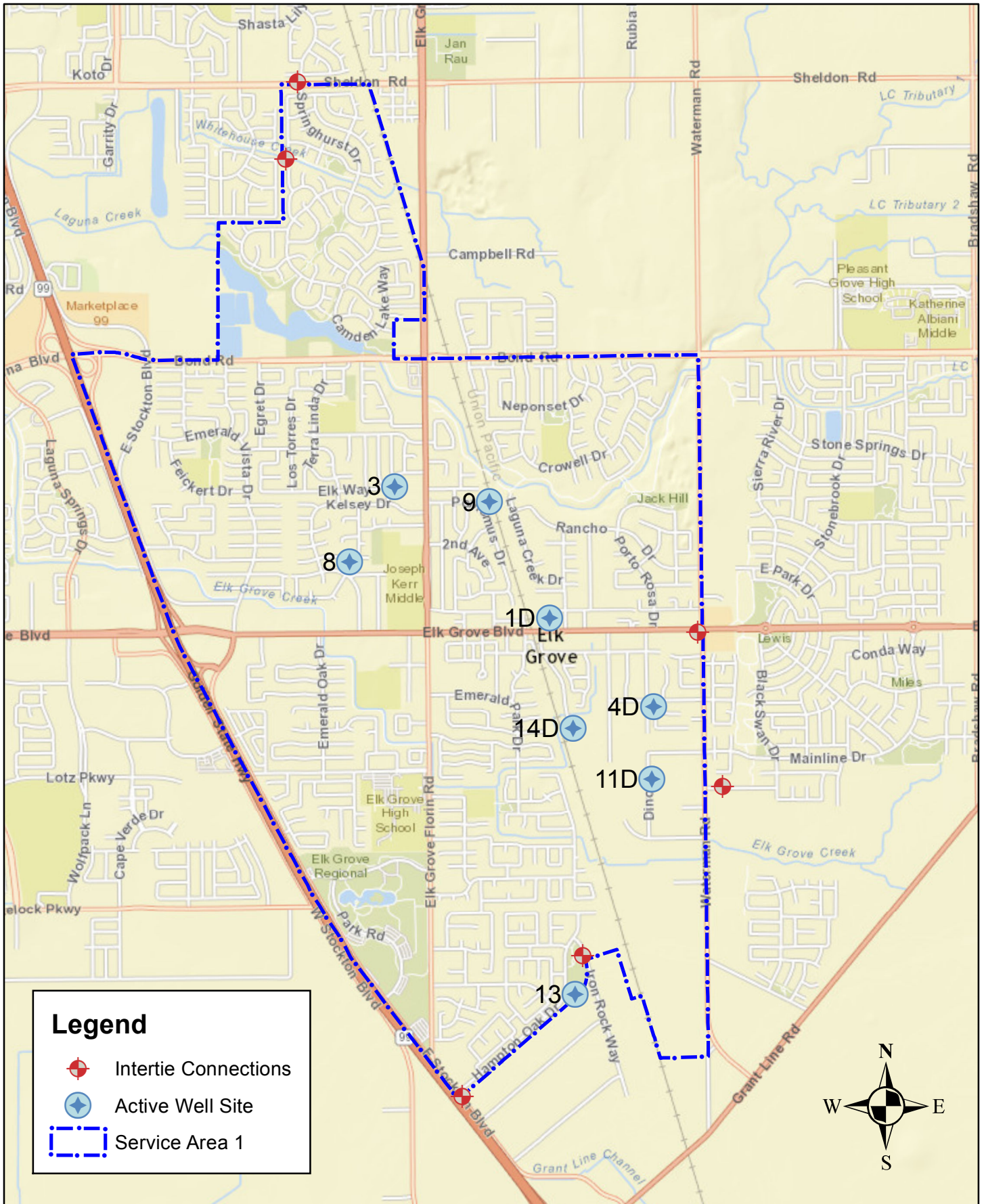
Elk Grove Water District

Operations Report

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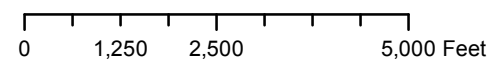


Legend

- ◆ Intertie Connections
- ◆ Active Well Site
- Service Area 1



Active Well Sites & Intertie Connections



Elk Grove Water District



Elk Grove Water District

Monthly Production

Well 1D School -- Sept. 2016

Selected Month Production
1,215,574 Gallons

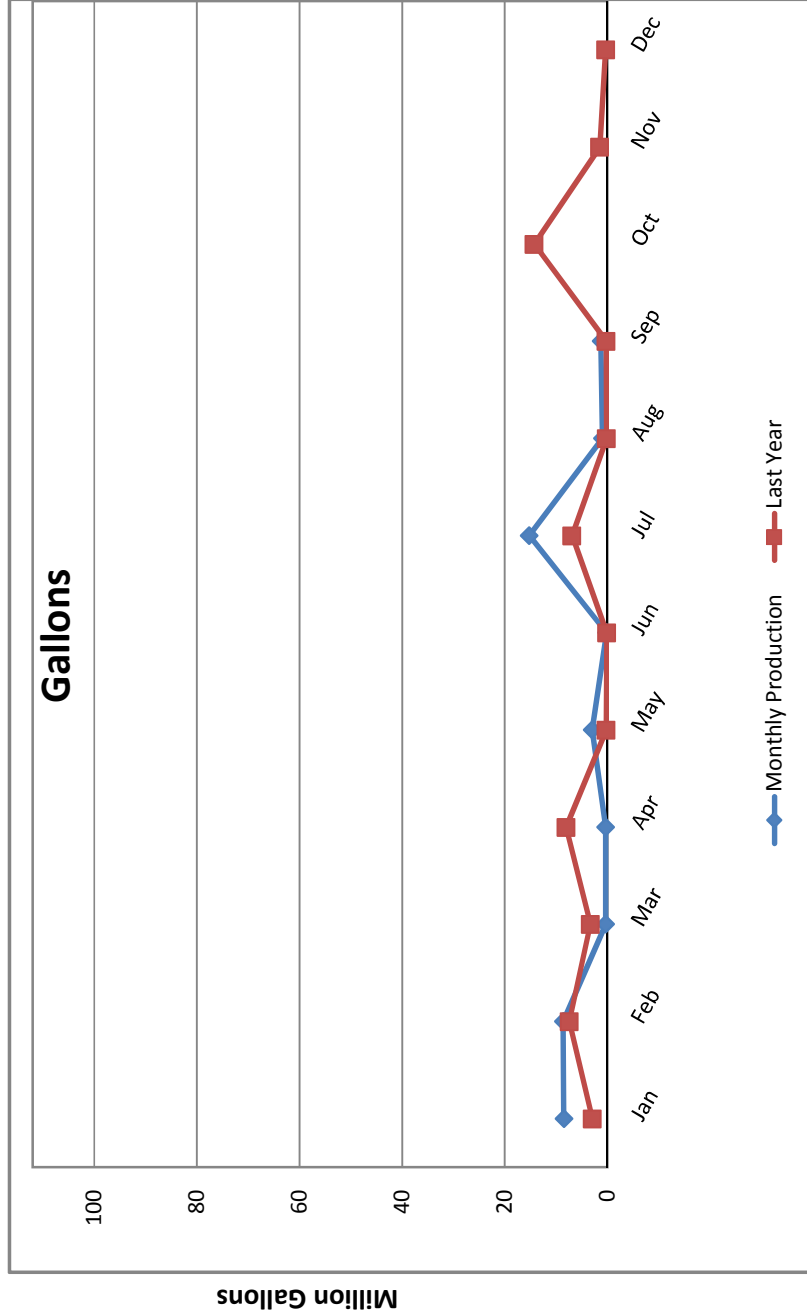
Average GPM:
1,746

Motor:
Volts: 471
Volts (Rated): 460
RPM: 2086
RPM (Rated): 2115
Amps A: 179
Amps A (Rated): 222
Amps B: 177
Amps B (Rated): 222
Amps C: 172
Amps C (Rated): 222

Motor Temp: 118.4 F
Hour Meter: 11.60
KW Hour Total: 1,920.00

Chlorine:
Dosing: 1.72
Demand: 0.57
Residual: 1.15

Vibration Reading:
Base Line: 0.05
Current: 0.01





Elk Grove Water District

Monthly Production

Well 4D Webb -- Sept. 2016

Selected Month Production
8,596,903 Gallons

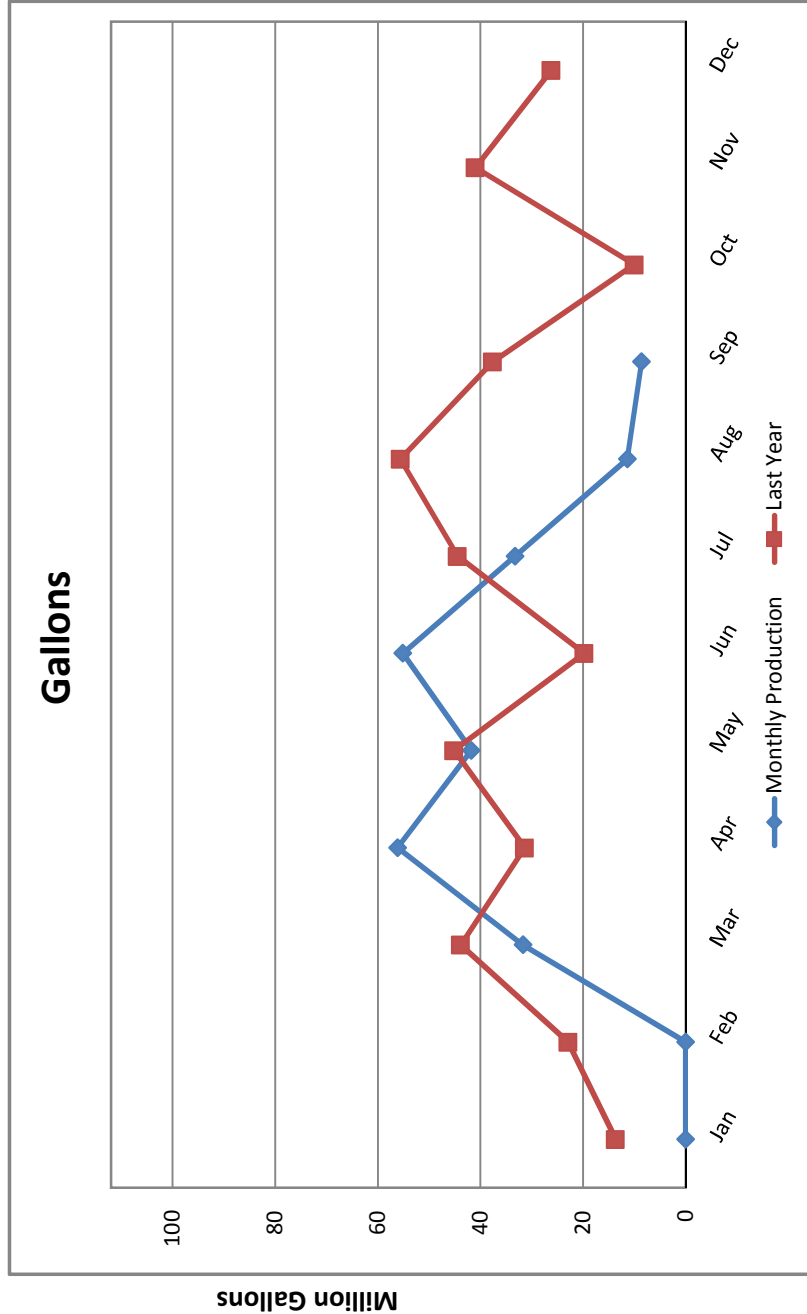
Average GPM:
1,703

Motor:
Volts: 477
Volts (Rated): 460
RPM: 1910
RPM (Rated): 1775
Amps A: 189
Amps A (Rated): 225
Amps B: 188
Amps B (Rated): 225
Amps C: 187
Amps C (Rated): 225

Motor Temp: 154 F
Hour Meter: 84.10
KW Hour Total: 12,900.00

Chlorine:
Dosing: 1.75 mg/L
Demand: 0.76 mg/L
Residual: 0.99 mg/L

Vibration Reading:
Base Line: 0.05 in/sec
Current: 0.03 in/sec





Elk Grove Water District

Monthly Production

Well 11D Dino -- Sept. 2016

Selected Month Production
38,657,088 Gallons

Average GPM:
1,700

Motor:

- Volts: 479
- Volts (Rated): 460
- RPM: 1886
- RPM (Rated): 1775
- Amps A: 183
- Amps A (Rated): 225
- Amps B: 184
- Amps B (Rated): 225
- Amps C: 186
- Amps C (Rated): 225

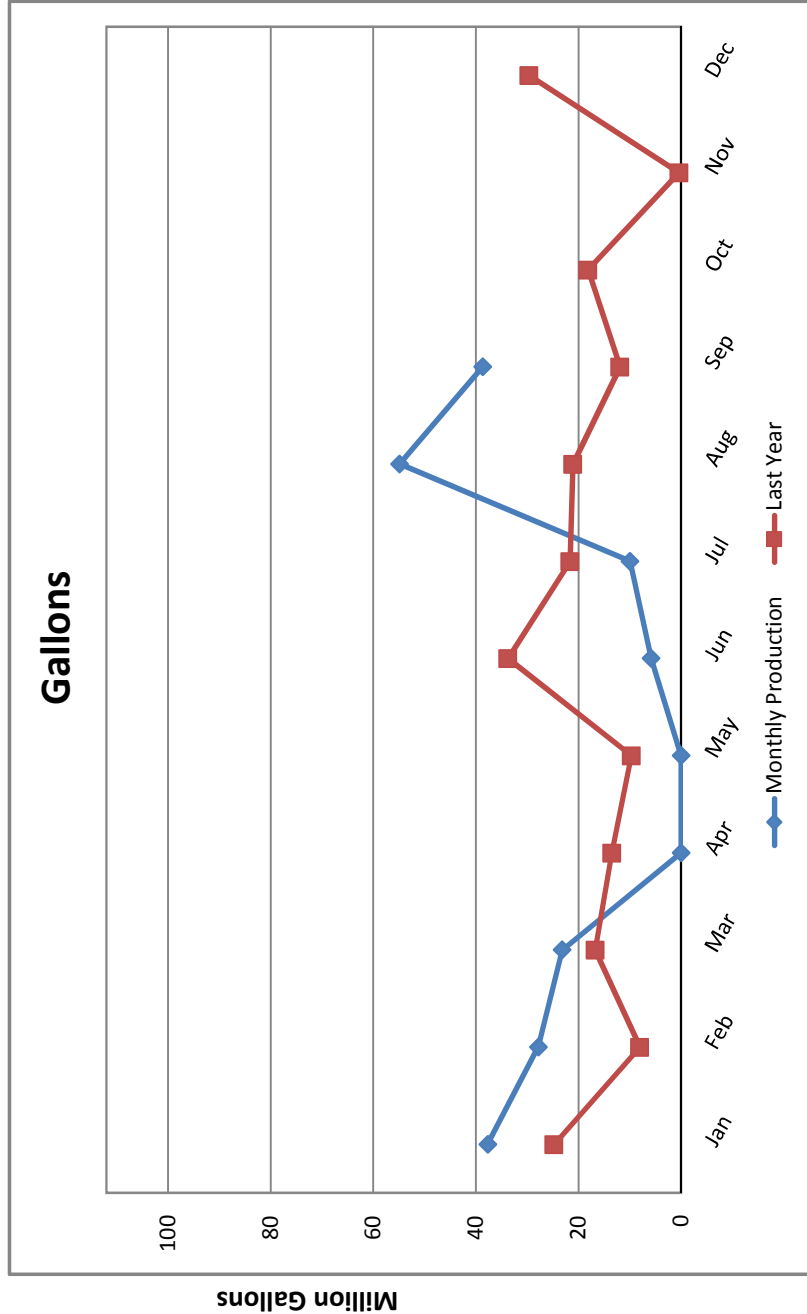
- Motor Temp: 161 F
- Hour Meter: 378.80
- KW Hour Total: 46,860.00

Chlorine:

- Dosing: 1.77 mg/L
- Demand: 0.78 mg/L
- Residual: 0.99 mg/L

Vibration Reading:

- Base Line: 0.05 in/sec
- Current: 0.02 in/sec





Elk Grove Water District

Monthly Production

Well 14D Railroad -- Sept. 2016

Selected Month Production
38,622,019 Gallons

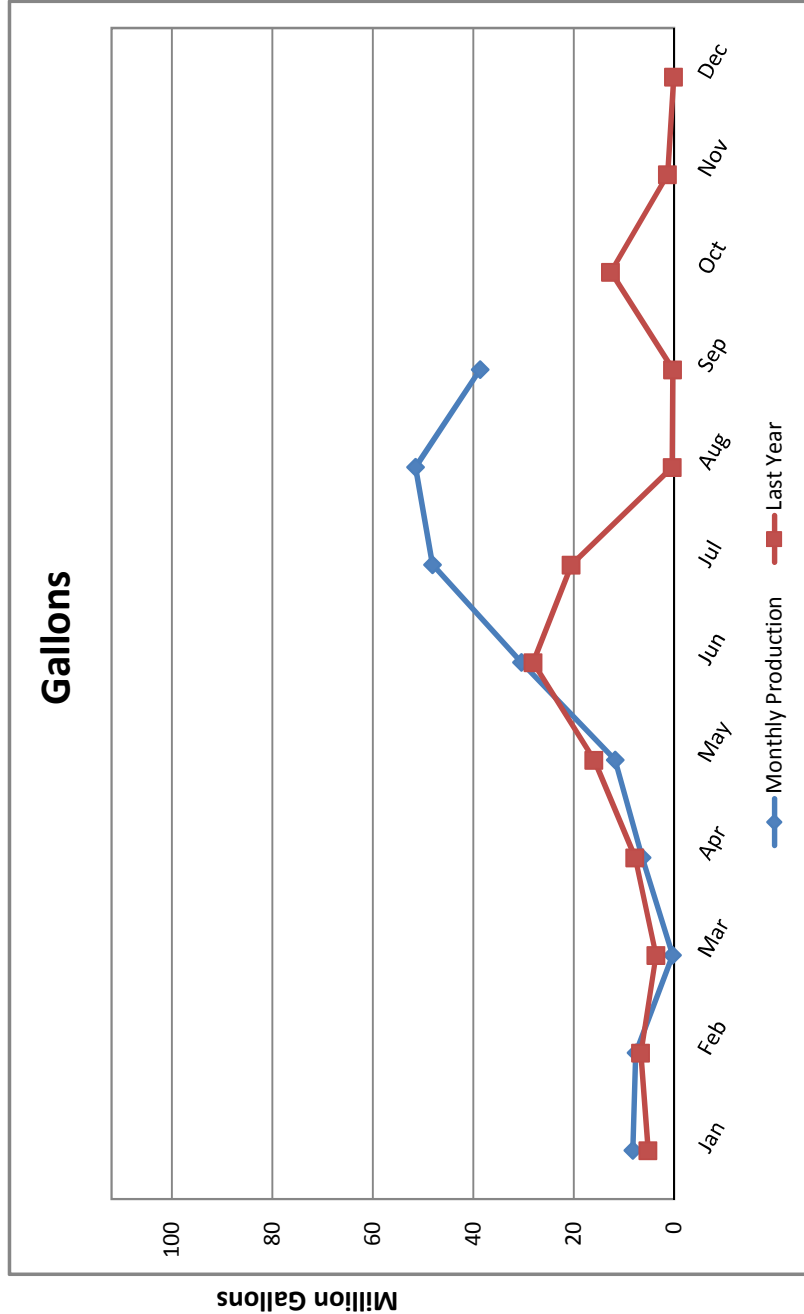
Average GPM:
1,495

Motor:
Volts: 479
Volts (Rated): 460
RPM: 2067
RPM (Rated): 1785
Amps A: 165
Amps A (Rated): 171
Amps B: 161
Amps B (Rated): 171
Amps C: 156
Amps C (Rated): 171

Motor Temp.: 161.9 F
Hour Meter: 430.40
KW Hour Total: 112,320.00
(KWH total is for the entire facility)

Chlorine:
Dosing: 1.93 mg/L
Demand: 0.83 mg/L
Residual: 1.1 mg/L

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





Elk Grove Water District

Monthly Production

Well 3 Mar-Val -- Sept. 2016

Selected Month Production
38,539,000 Gallons

Average GPM: 902

Motor:

- Volts: 484
- Volts (Rated): 460
- RPM: 2007
- RPM (Rated): 1983
- Amps A: 89
- Amps A (Rated): 88
- Amps B: 86
- Amps B (Rated): 88
- Amps C: 89
- Amps C (Rated): 88

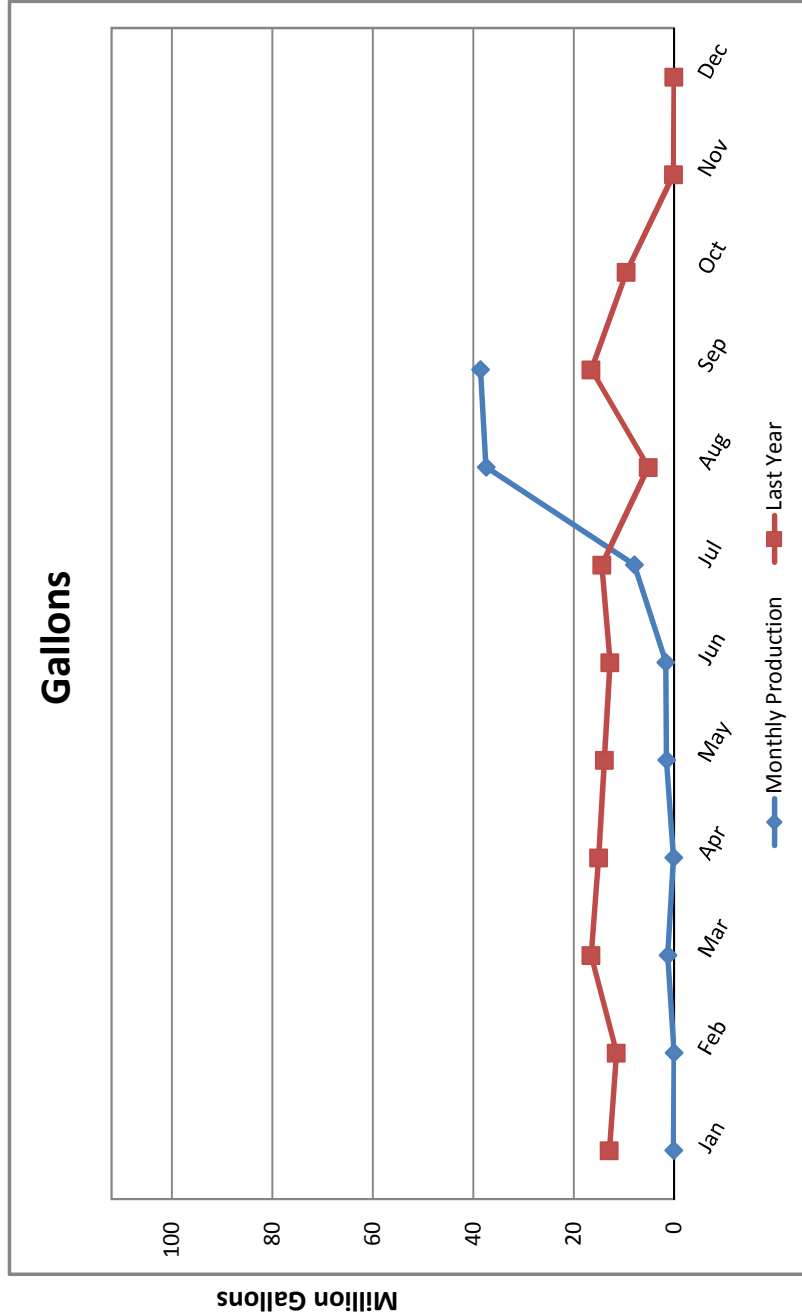
- Motor Temp.: 248 F
- Hour Meter: 717.60
- KW Hour Total: 43,530.00

Chlorine:

- Dosing: 1.41 mg/L
- Demand: 0.47 mg/L
- Residual: 0.94 mg/L

Vibration Reading:

- Base Line: 0.02 in/sec
- Current: 0.09 in/sec





Elk Grove Water District

Monthly Production

Well 8 Williamson -- Sept. 2016

Selected Month Production
50,000 Gallons

Average GPM: 833

Motor:

Volts: 464
 Volts (Rated): 460
 RPM: 2004
 RPM (Rated): 1780
 Amps A: 87
 Amps A (Rated): 87
 Amps B: 85
 Amps B (Rated): 87
 Amps C: 85
 Amps C (Rated): 87

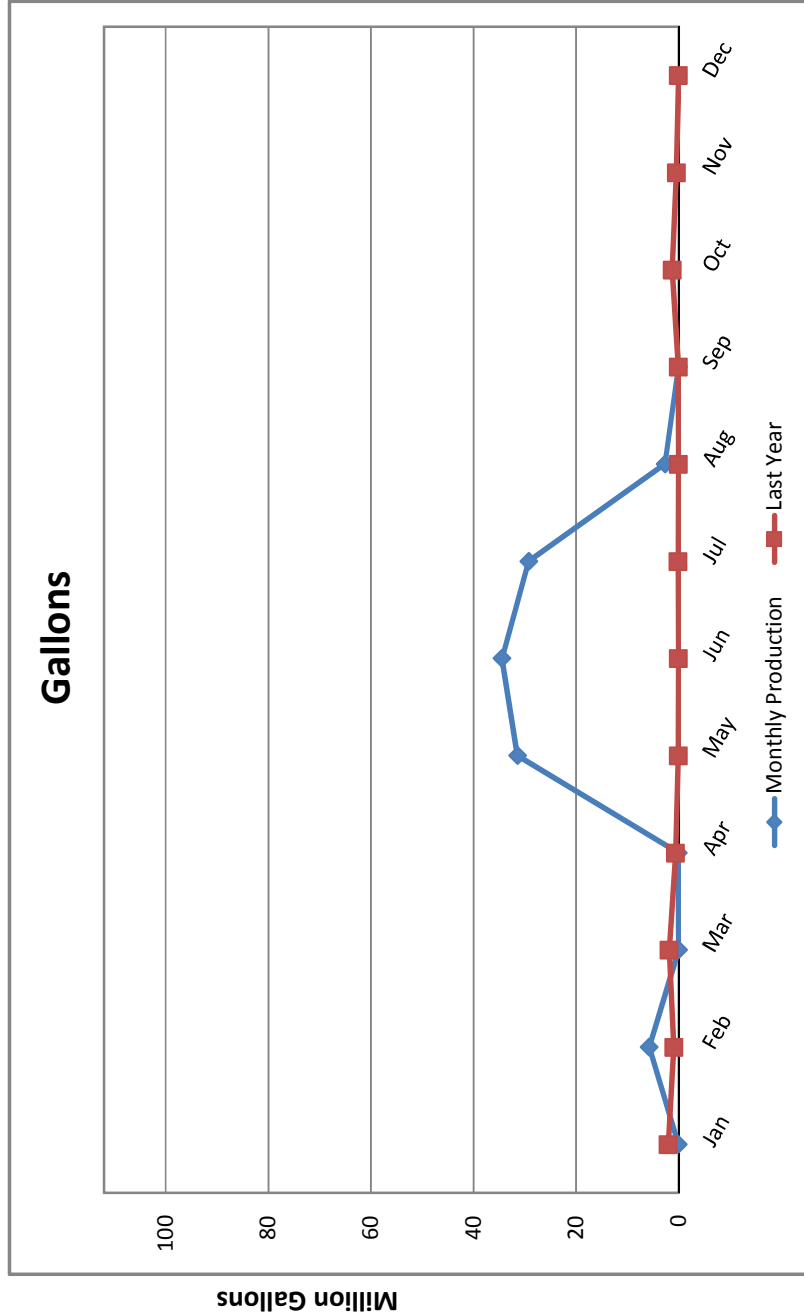
Motor Temp.: 118.9 F
 Hour Meter: 1.00
 KW Hour Total: 244.00

Chlorine:

Dosing: 1.46 mg/L
 Demand: 0.68 mg/L
 Residual: 0.78 mg/L

Vibration Reading:

Base Line: 0.03 in/sec
 Current: 0.07 in/sec





Elk Grove Water District

Monthly Production

Well 9 Polhemus -- Sept. 2016
(Submersible)

Selected Month Production
14,520,000 Gallons

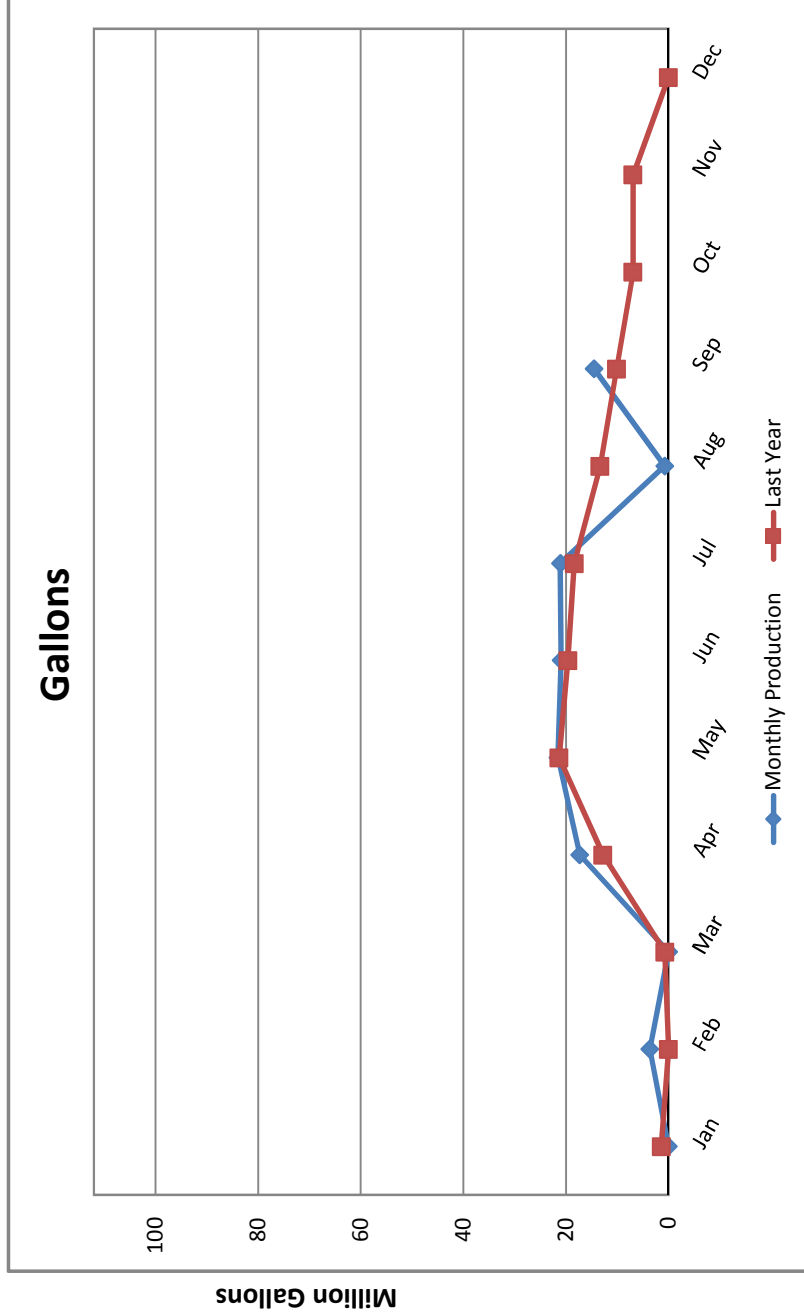
Average GPM: 483

Motor:
Volts: 480
Volts (Rated): 460

Amps A: 59
Amps A (Rated): 65
Amps B: 57
Amps B (Rated): 65
Amps C: 61
Amps C (Rated): 65

Hour Meter: 500.80
KW Hour Total: 19,861.00

Chlorine:
Dosing: 1.29 mg/L
Demand: 0.48 mg/L
Residual: 0.81 mg/L





Elk Grove Water District

Monthly Production

Well 13 Hampton -- Sept. 2016
(Well is offline)

Selected Month Production
0 Gallons

Average GPM: 0

Motor:

Volts: 460
 Volts (Rated): 460
 RPM: 1785
 RPM (Rated): 1785
 Amps A: 142
 Amps A (Rated): 142
 Amps B: 142
 Amps B (Rated): 142
 Amps C: 142
 Amps C (Rated): 142

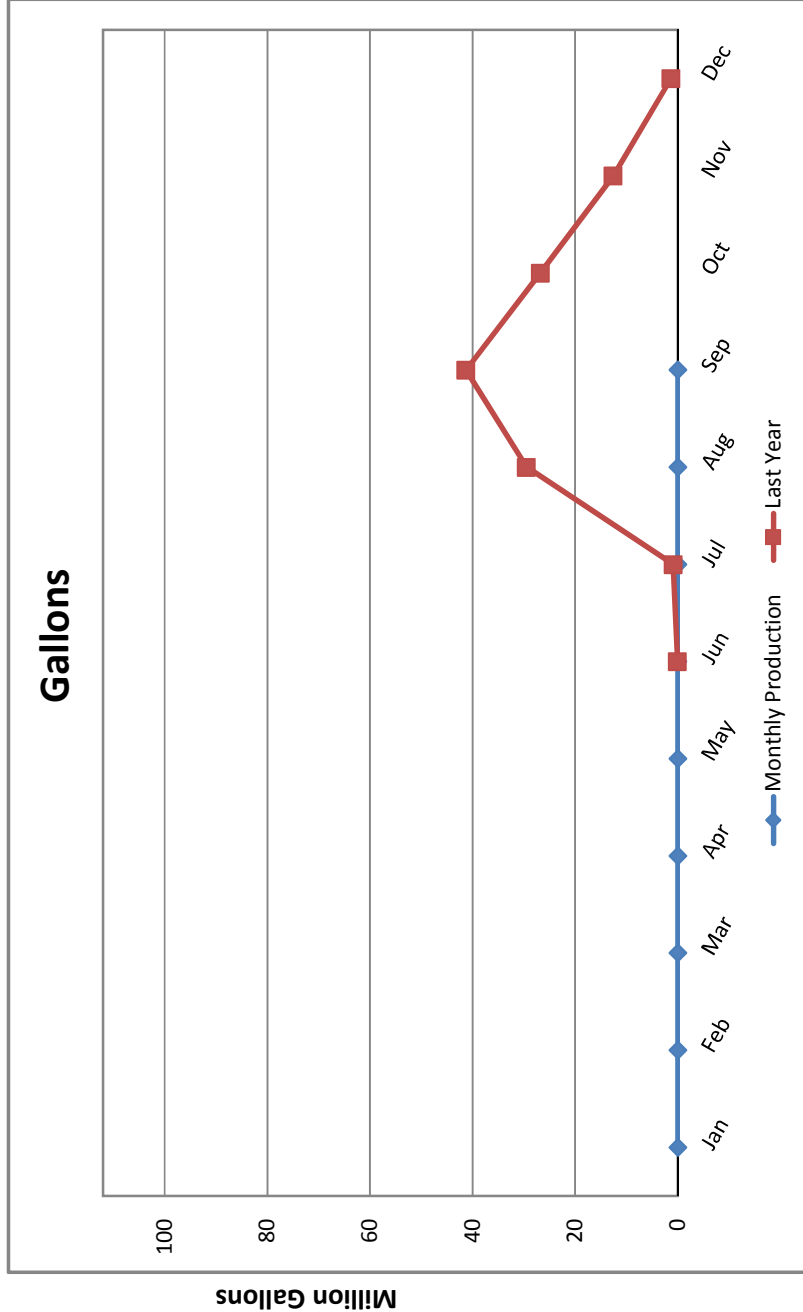
Motor Temp.: 0.00
 Hour Meter: 0.00
 KW Hour Total: 0.00

Chlorine:

Dosing: 0 mg/L
 Demand: 0 mg/L
 Residual: 0 mg/L

Vibration Reading:

Base Line: 0.02 in/sec
 Current:





Elk Grove Water District

Combined Total Production

Service Area 1

Sep-2016

Current Month Production:

140,200,584 Gallons

Highest Day Demand of the Month:

5,465,000

Date of Occurrence

6-Sep-16

Highest Day Demand of the Calendar Year:

6,157,000

Date of Occurrence

25-Jul-16

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

Current Month:

0.00 in

Year To Date:

16.19 in

"Water Year" Rainfall: (Oct-14 to Sep-15)

August 2015

0.04 in

Year To Date:

15.45 in

Last Year Total:

15.45 in

Temperature:

This Month High

98 F

This Month Low

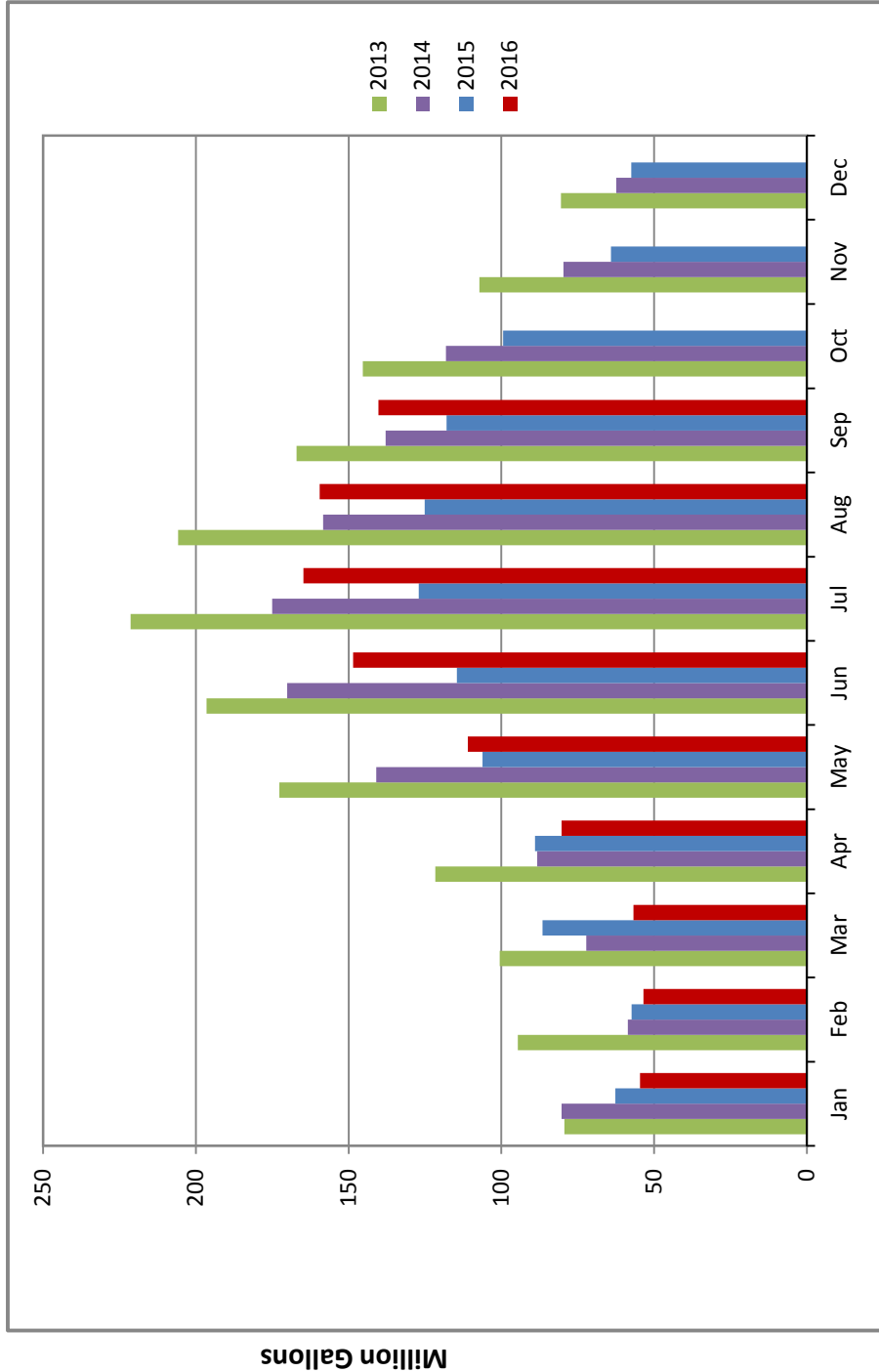
49 F

Sep-15 High

106 F

Sep-15 Low

50 F

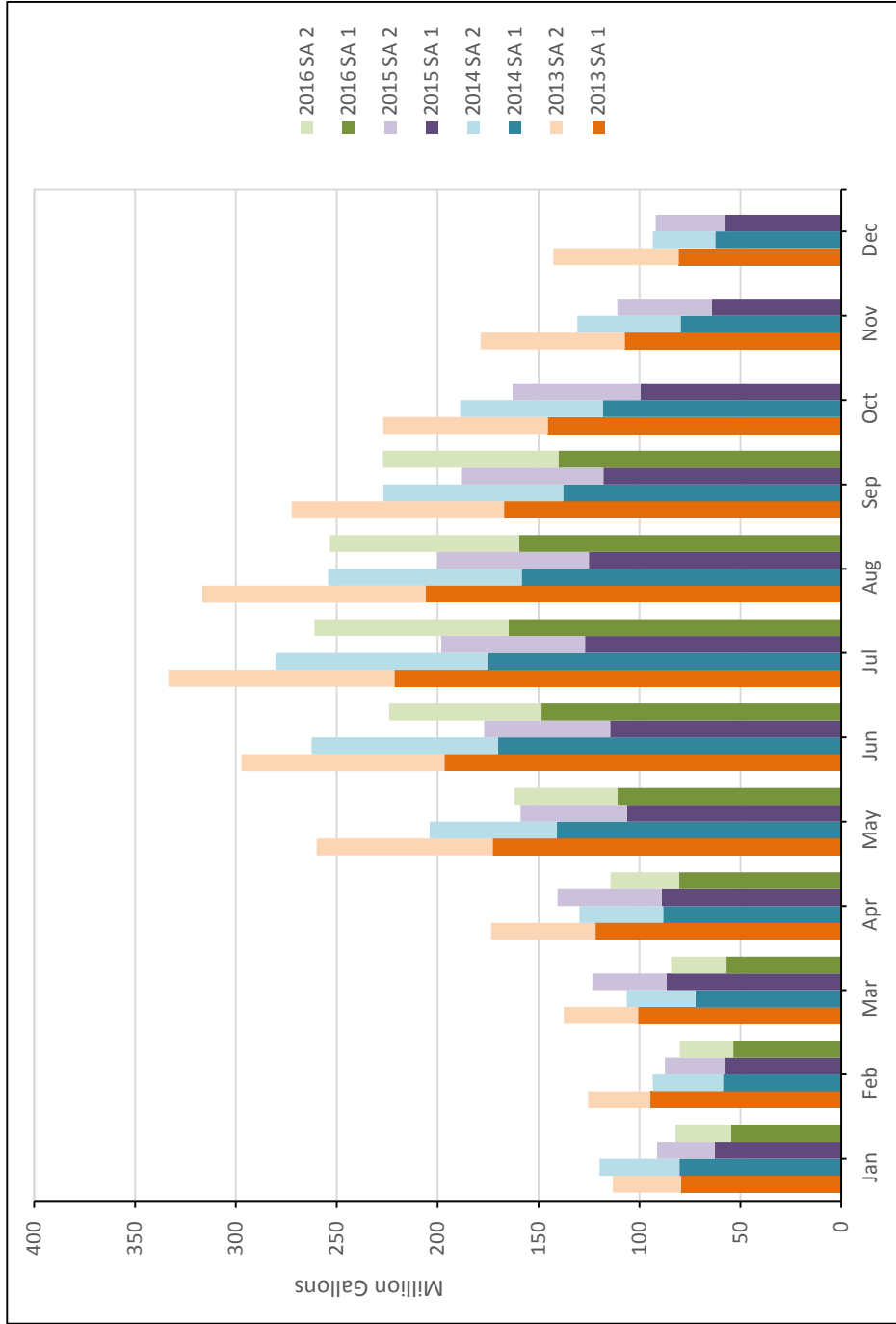




Elk Grove Water District

Total Demand/Production

Sep-2016



Current Month Demand/Production:
227,104,720 Gallons
Reduction From Sept. 2013: 16.63%
GPCD: 184.4 Gallons per Day
R-GPCD: 143.9 Gallons per Day

Service Area 1
Active Connections: 7,919
Current Month Demand/Production:
140,200,584 Gallons
GPCD: 163.9 Gallons per Day
R-GPCD: 129.5 Gallons per Day

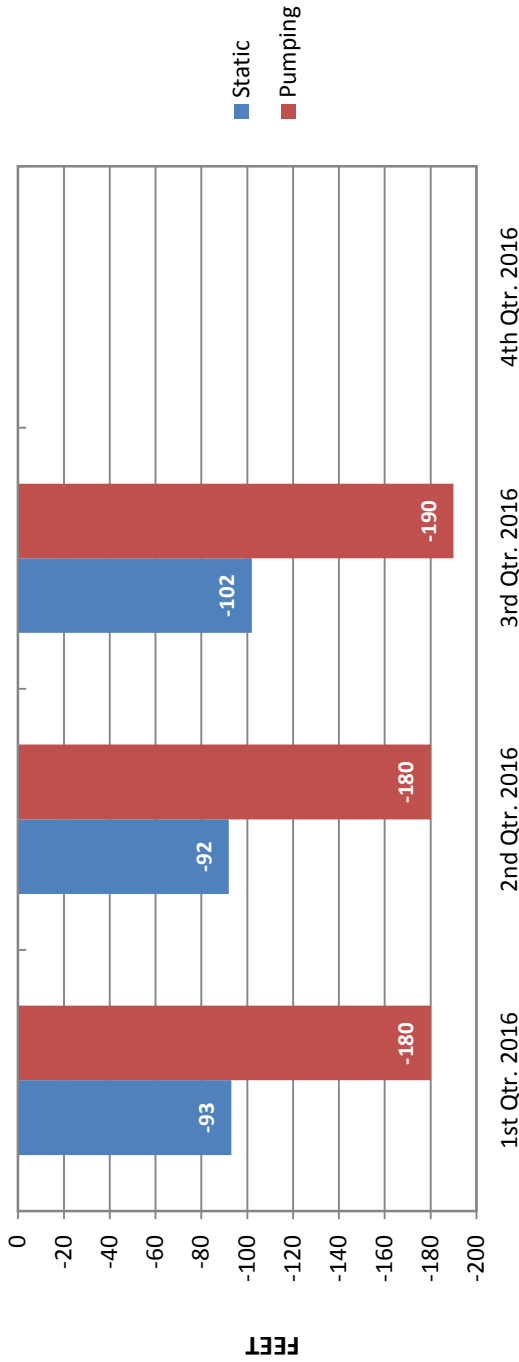
Service Area 2
Active Connections: 4,268
Current Month Demand/Production:
86,904,136 Gallons
GPCD: 183.1 Gallons per Day
R-GPCD: 133.7 Gallons per Day



Elk Grove Water District

Static and Pumping Levels

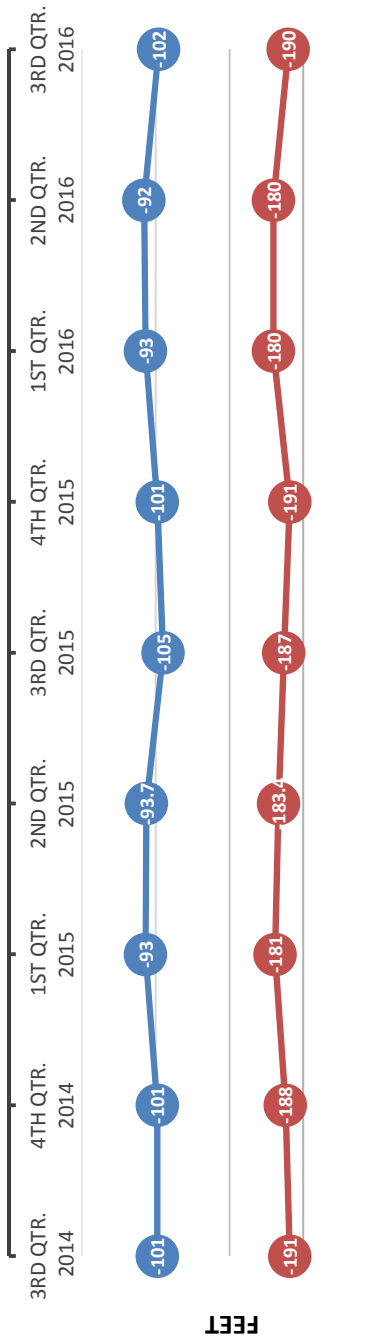
Well 1D School St



Latest Well Sounding

Static: 102 Ft
 Pumping: 190 Ft
 Drawdown: 88 Ft
 GPM: 1,791.00
 Specific Capacity: 20.352

Sounding Quarter/Year



Latest Sand Tester Results:

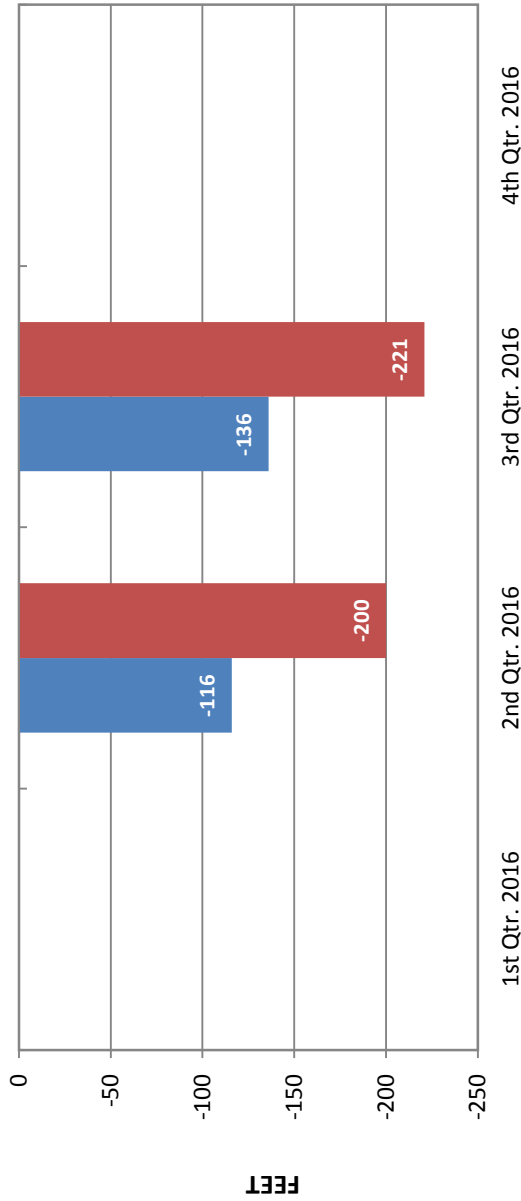
15 Min: < 5 ppm



Elk Grove Water District

Static and Pumping Levels

Well 4D Webb St

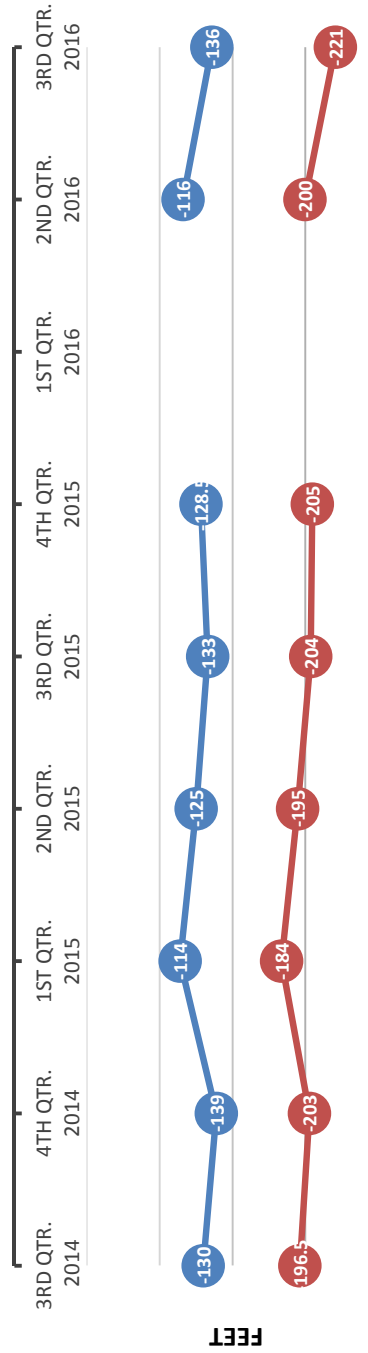


Latest Well Sounding

Static: 136 Ft
Pumping: 221 Ft
Drawdown: 85 Ft
GPM: 1,664.00
Specific Capacity: 19.576

■ Static
■ Pumping

Sounding Quarter/Year



Latest Sand Tester Results:

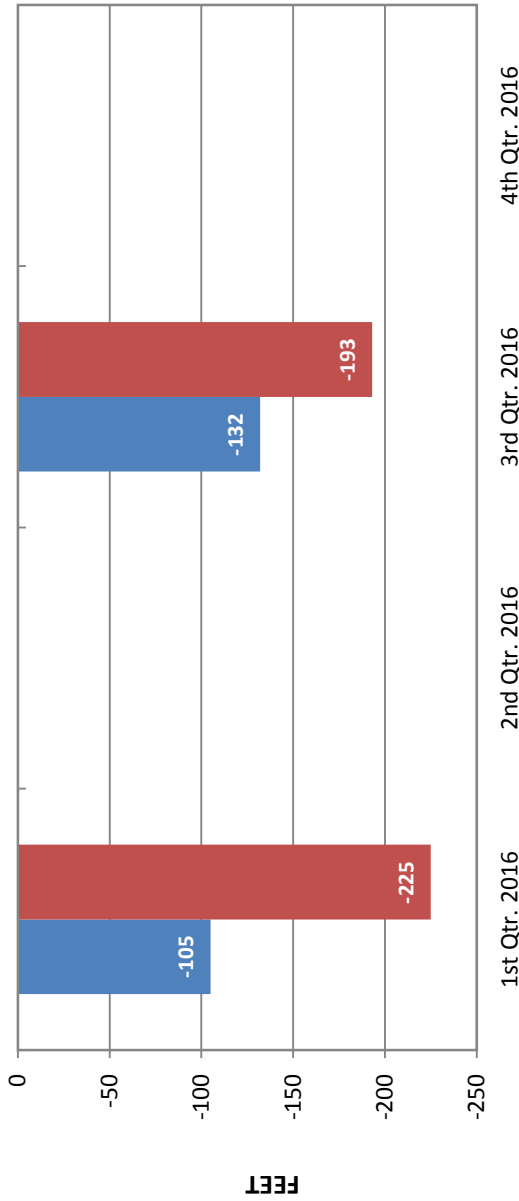
15 Min: < 5 ppm



Elk Grove Water District

Static and Pumping Levels

Well 11D Dino

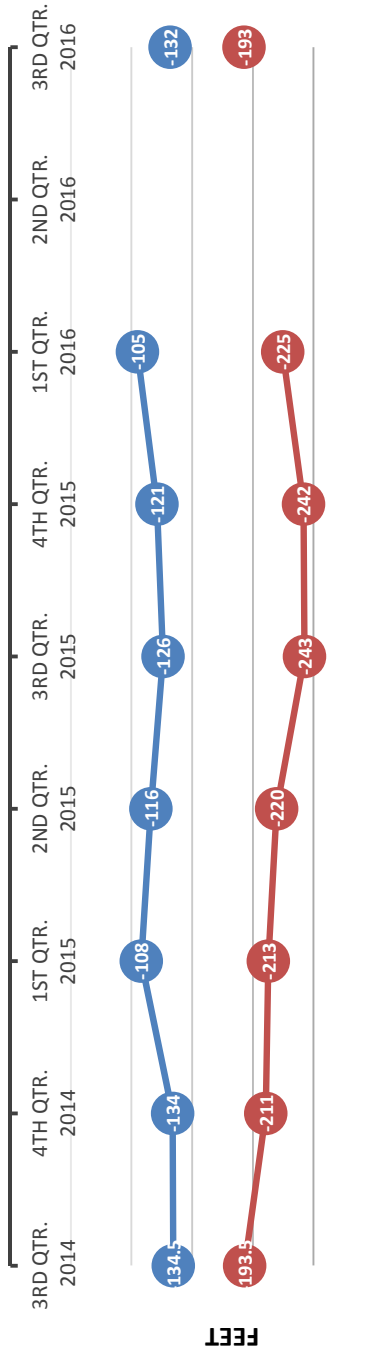


Latest Well Sounding

Static: 132 Ft
Pumping: 193 Ft
Drawdown: 61 Ft
GPM: 1,687.00
Specific Capacity: 27.656

■ Static
■ Pumping

Sounding Quarter/Year



Latest Sand Tester Results:

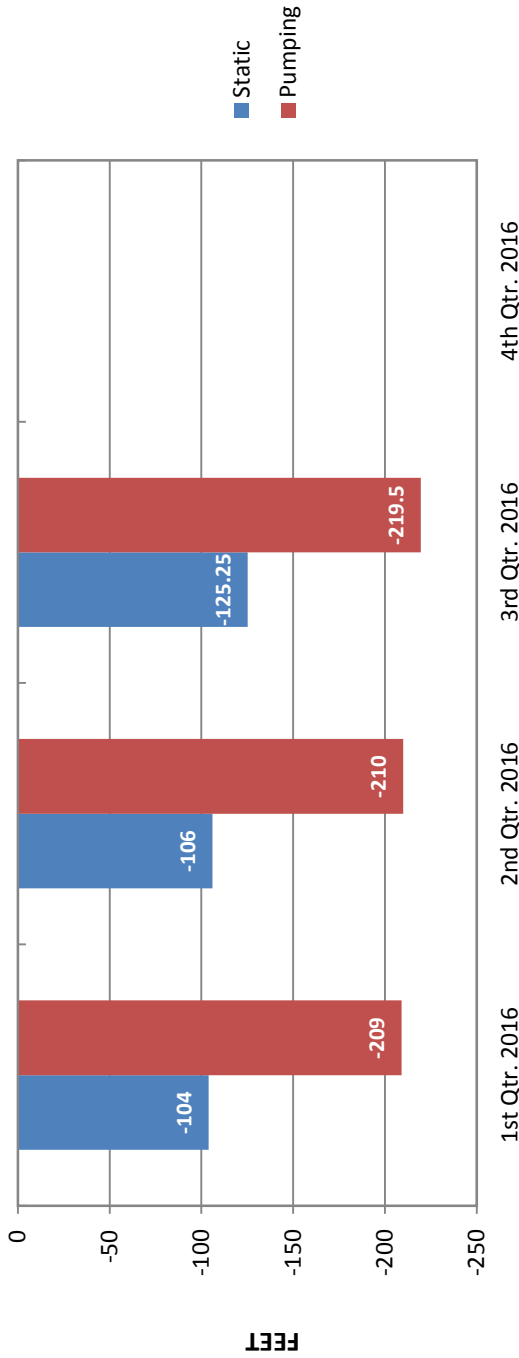
15 Min: < 5 ppm



Elk Grove Water District

Static and Pumping Levels

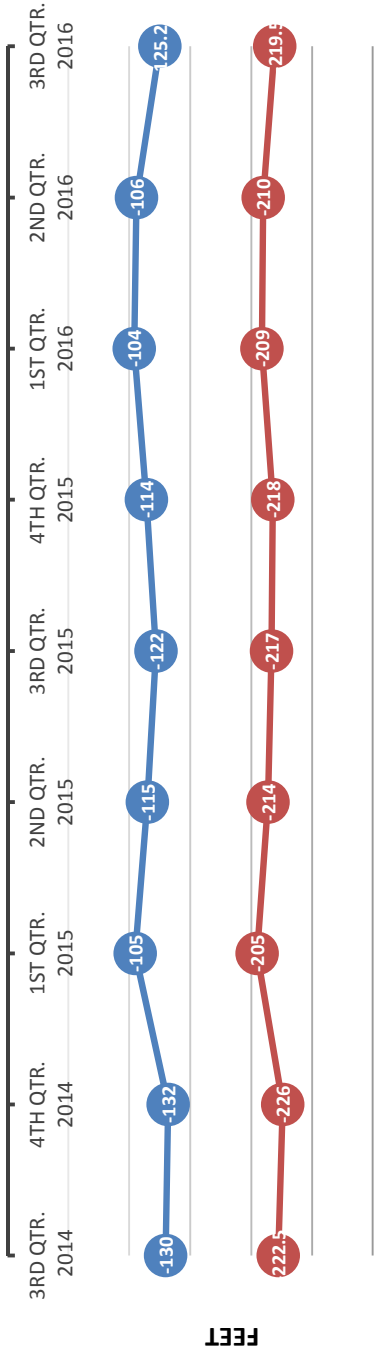
Well 14D Railroad



Latest Well Sounding

Static: 125.25 Ft
Pumping: 219.5 Ft
Drawdown: 94.25 Ft
GPM: 1,578.00
Specific Capacity: 16.743

Sounding Quarter/Year



Latest Sand Tester Results:

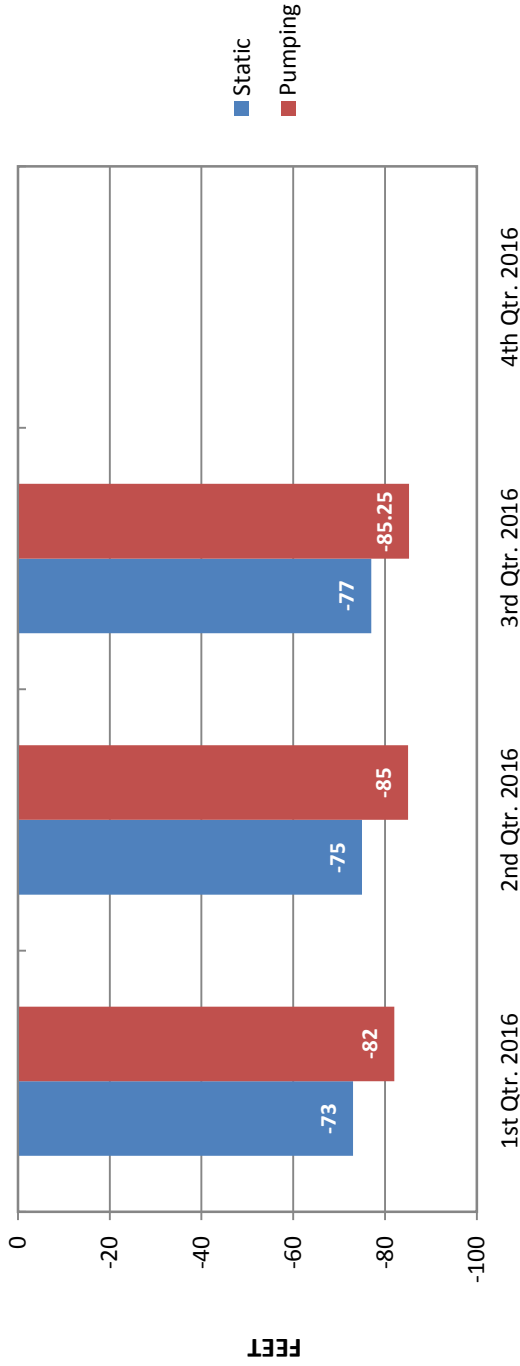
15 Min: < 5 ppm



Elk Grove Water District

Static and Pumping Levels

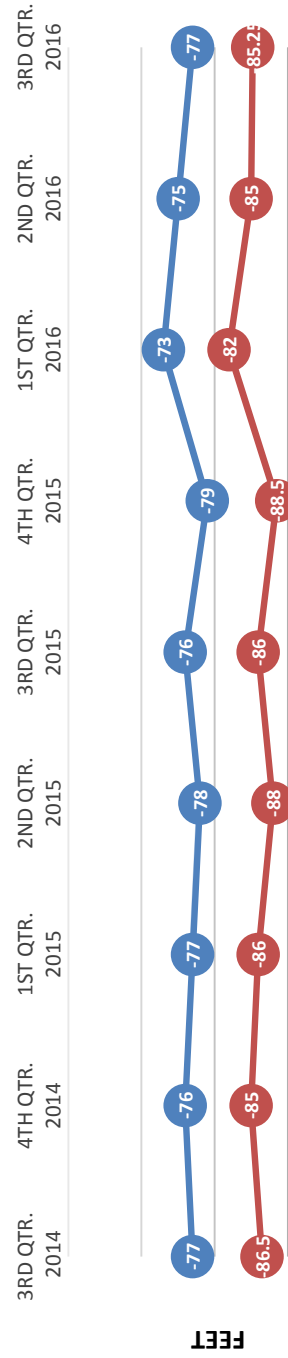
Well 3 Mar-Val



Latest Well Sounding

Static: 77 Ft
 Pumping: 85.25 Ft
 Drawdown: 8.25 Ft
 GPM: 860.00
 Specific Capacity: 104.242

Sounding Quarter/Year



Latest Sand Tester Results:

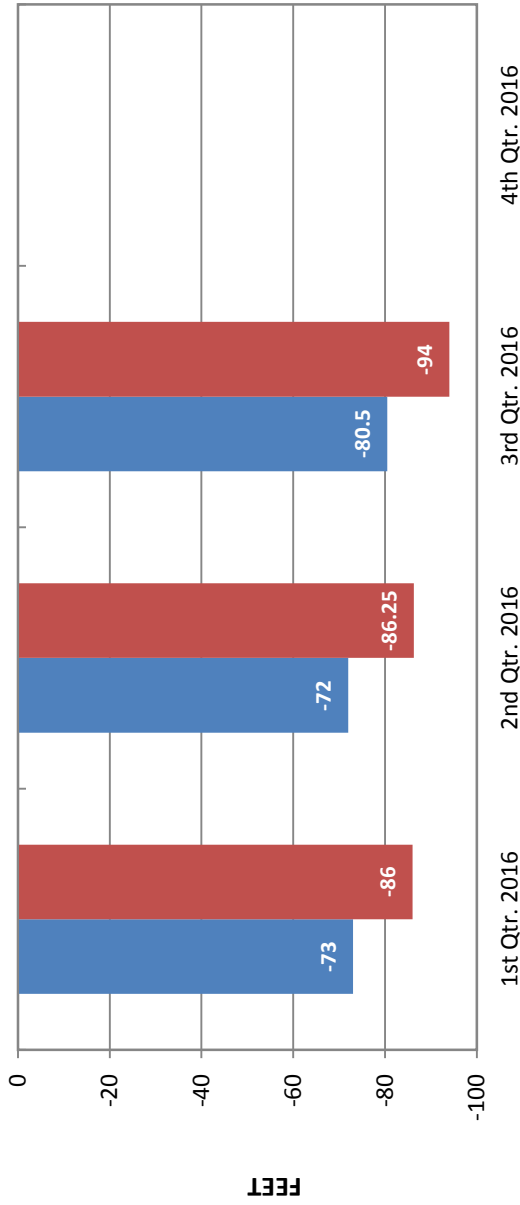
15 Min: 3.52 ppm



Elk Grove Water District

Static and Pumping Levels

Well 8 Williamson

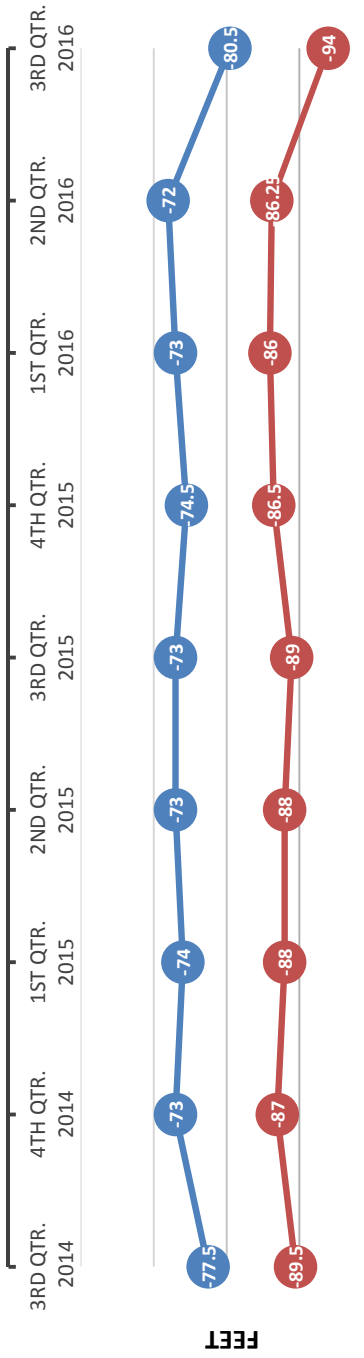


Latest Well Sounding

Static: 80.5 Ft
 Pumping: 94 Ft
 Drawdown: 13.5 Ft
 GPM: 820.00
 Specific Capacity: 60.741

■ Static
 ■ Pumping

Sounding Quarter/Year



Latest Sand Tester Results:

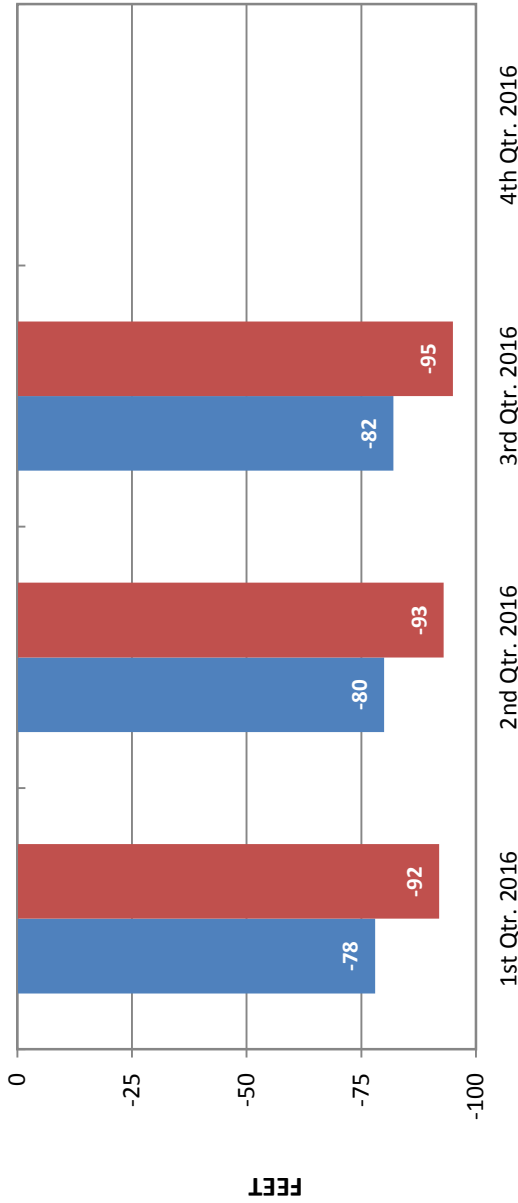
15 Min: 7.04 ppm



Elk Grove Water District

Static and Pumping Levels

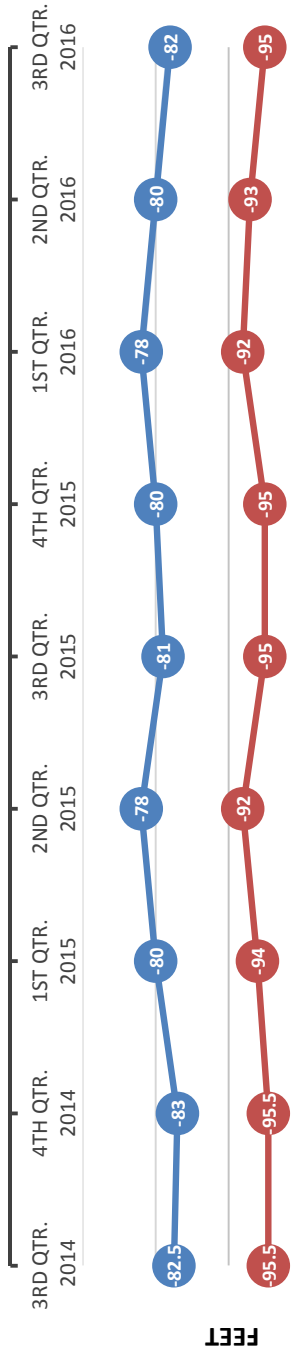
Well 9 Polhemus



Latest Well Sounding

Static: 82 Ft
Pumping: 95 Ft
Drawdown: 13 Ft
GPM: 480.00
Specific Capacity: 36.923

Sounding Quarter/Year



Latest Sand Tester Results:

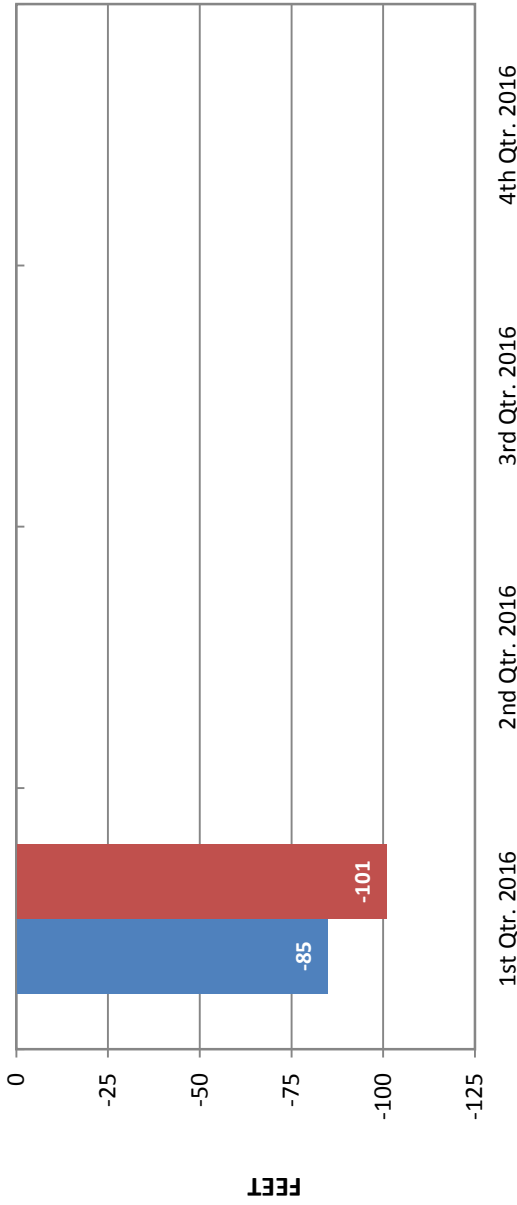
15 Min: < 5 ppm



Elk Grove Water District

Static and Pumping Levels

Well 13 Hampton



■ Static
■ Pumping

Latest Well Sounding

Static: 85 Ft

Pumping: 101 Ft

Drawdown: 16 Ft

GPM: 990.00

Specific Capacity: 61.875



Latest Sand Tester Results:

15 Min: < 5 ppm

**Monthly Sample Report - September 2016
Water System: Elk Grove Water System**

Sampling Point: 01 - 8693 W. Camden			
Sample Date	Sample Class	Sample Name	Collection Occurrence
9/6/2016	Distribution System	Bacteriological	Week
9/13/2016	Distribution System	Bacteriological	Week
9/20/2016	Distribution System	Bacteriological	Week
9/27/2016	Distribution System	Bacteriological	Week

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
9/6/2016	Distribution System	Bacteriological	Week
9/13/2016	Distribution System	Bacteriological	Week
9/20/2016	Distribution System	Bacteriological	Week
9/27/2016	Distribution System	Bacteriological	Week

Sampling Point: - Mar-Val Well 3 Raw Water			
Sample Date	Sample Class	Sample Name	Collection Occurrence

Sampling Point: 03 - 8809 Valley Oak			
Sample Date	Sample Class	Sample Name	Collection Occurrence
9/6/2016	Distribution System	Bacteriological	Week
9/13/2016	Distribution System	Bacteriological	Week
9/20/2016	Distribution System	Bacteriological	Week
9/27/2016	Distribution System	Bacteriological	Week

Sampling Point: Webb Well 04D - Raw Water			
Sample Date	Sample Class	Sample Name	Collection Occurrence

Sampling Point: 04 - 10122 Glacier Point			
Sample Date	Sample Class	Sample Name	Collection Occurrence
9/6/2016	Distribution System	Bacteriological	Week
9/13/2016	Distribution System	Bacteriological	Week
9/20/2016	Distribution System	Bacteriological	Week
9/27/2016	Distribution System	Bacteriological	Week

Sampling Point: 05 - 9230 Amsden Ct.			
Sample Date	Sample Class	Sample Name	Collection Occurrence
9/6/2016	Distribution System	Bacteriological	Week
9/13/2016	Distribution System	Bacteriological	Week
9/20/2016	Distribution System	Bacteriological	Week
9/27/2016	Distribution System	Bacteriological	Week

Sampling Point: 06 - 9227 Rancho Dr.			
Sample Date	Sample Class	Sample Name	Collection Occurrence
9/6/2016	Distribution System	Bacteriological	Week
9/13/2016	Distribution System	Bacteriological	Week
9/20/2016	Distribution System	Bacteriological	Week
9/27/2016	Distribution System	Bacteriological	Week

Sampling Point: 07 - Al Gates Park Mainline Dr.			
Sample Date	Sample Class	Sample Name	Collection Occurrence
9/6/2016	Distribution System	Bacteriological	Week
9/13/2016	Distribution System	Bacteriological	Week
9/20/2016	Distribution System	Bacteriological	Week
9/27/2016	Distribution System	Bacteriological	Week

Sampling Point: - Williamson Well 8 Raw Water			
Sample Date	Sample Class	Sample Name	Collection Occurrence
9/13/2016	Source Water	3 mo - Fe,Mn,As Total	Special
9/13/2016	Source Water	3 mo - Fe,Mn,As Dissolved	Special

Sampling Point: 08 - 9436 Hollow Springs Wy.			
Sample Date	Sample Class	Sample Name	Collection Occurrence
9/6/2016	Distribution System	Bacteriological	Week
9/13/2016	Distribution System	Bacteriological	Week
9/20/2016	Distribution System	Bacteriological	Week
9/27/2016	Distribution System	Bacteriological	Week

Sampling Point: Polhemus Well 9 Raw Water			
Sample Date	Sample Class	Sample Name	Collection Occurrence

Sampling Point: 09 - 8417 Blackman Wy.			
Sample Date	Sample Class	Sample Name	Collection Occurrence
9/6/2016	Distribution System	Bacteriological	Week
9/13/2016	Distribution System	Bacteriological	Week
9/20/2016	Distribution System	Bacteriological	Week
9/27/2016	Distribution System	Bacteriological	Week

Sampling Point: 10 - 9373 Oreo Ranch Cir.			
Sample Date	Sample Class	Sample Name	Collection Occurrence
9/6/2016	Distribution System	Bacteriological	Week
9/13/2016	Distribution System	Bacteriological	Week
9/20/2016	Distribution System	Bacteriological	Week
9/27/2016	Distribution System	Bacteriological	Week

Sampling Point: Dino Well 11D - Raw Water			
Sample Date	Sample Class	Sample Name	Collection Occurrence

Sampling Point: Hampton Well 13 - Raw Water			
Sample Date	Sample Class	Sample Name	Collection Occurrence

Sampling Point: Hampton WTP Effluent			
Sample Date	Sample Class	Sample Name	Collection Occurrence

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

Sampling Point: Railroad Well 14D - Raw Water		
Sample Date	Sample Class	Collection Occurrence
	Sample Name	Collection Occurrence

Sampling Point: Railroad WTP Effluent		
Sample Date	Sample Class	Collection Occurrence
9/6/2016	Treated Plant Effluent	WTP Eff - Fe,Mn,As,Al Total Month
9/6/2016	Treated Plant Effluent	WTP Eff - Fe,Mn,As,Al Dissolved Month

Sampling Point: Special Distribution/Construction Samples		
Sample Date	Sample Class	Collection Description
9/12/2016	Distribution System	9260 E. Stockton Blvd Backflow Install for Frontier
9/6/2016	Distribution System	8554 Iris Crest Ct Lead & Copper Tap Sample
9/5/2016	Distribution System	8559 Coral Crest Ct Lead & Copper Tap Sample
9/6/2016	Distribution System	8571 Coral Crest Ct Lead & Copper Tap Sample
9/5/2016	Distribution System	8580 Fern Crest Ct. Lead & Copper Tap Sample
9/6/2016	Distribution System	8661 Elk Grove Blvd. Lead & Copper Tap Sample
8/31/2016	Distribution System	8895 Sharkey Ave. Lead & Copper Tap Sample
9/7/2016	Distribution System	9240 Egret Dr. Lead & Copper Tap Sample
9/1/2016	Distribution System	9265 Gem Crest Wy. Lead & Copper Tap Sample
9/6/2016	Distribution System	8959 Mandalay Wy. Lead & Copper Tap Sample
9/6/2016	Distribution System	9109 Polhemus Lead & Copper Tap Sample
9/6/2016	Distribution System	9322 Aizenburg Cir Lead & Copper Tap Sample
9/8/2016	Distribution System	9361 Aizenburg Cir Lead & Copper Tap Sample
9/6/2016	Distribution System	9471 Ranch Park Wy. Lead & Copper Tap Sample
9/6/2016	Distribution System	9646 Mardelle Wy. Lead & Copper Tap Sample
9/6/2016	Distribution System	9657 Mardelle Wy. Lead & Copper Tap Sample
9/4/2016	Distribution System	9676 Mardelle Lead & Copper Tap Sample
9/6/2016	Distribution System	9844 Emerald Park Dr. Lead & Copper Tap Sample
9/8/2016	Distribution System	9054 Summit St. Lead & Copper Tap Sample
9/8/2016	Distribution System	9084 Summit St. Lead & Copper Tap Sample
9/2/2016	Distribution System	9134 Porta Bella Wy. Lead & Copper Tap Sample



October 3, 2016

State Water Resources Control Board
Division of Drinking Water
Drinking Water Field Operations Branch
P.O. Box 997377, MS 7418
1616 Capitol Avenue
Sacramento, CA 95899-7377

MONTHLY SUMMARY OF DISTRIBUTION SYSTEM COLIFORM MONITORING

Enclosed is the Monthly Summary of Distribution System Coliform Monitoring report from Elk Grove Water District for September 2016.

If you have any further questions, you may contact me at 916-687-3155 ext. 102.

A handwritten signature in blue ink, appearing to read "Steve Shaw". The signature is stylized and fluid.

STEVE SHAW
WATER TREATMENT SUPERVISOR

MONTHLY SUMMARY OF DISTRIBUTION SYSTEM COLIFORM 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; color: blue;">September</p>	Year <p style="text-align: center; font-size: 1.2em;">2016</p>

	Number Required	Number Collected	Number Total Coliform Positives	Number Fecal/ E.coli Positives
1. Routine Samples (see note 1)	40	40	0	0
2. Repeat Samples following Samples that are Total Coliform Positive and Fecal/E.coli <i>Negative</i> (see notes 5 and 6)		0	0	<input style="width: 30px; height: 15px;" type="text"/>
3. Repeat Samples following Routine Samples that are Total Coliform <i>Positive</i> and Fecal/E.coli Positive (see notes 5 and 6)		0	<input style="width: 30px; height: 15px;" type="text"/>	<input style="width: 30px; height: 15px;" type="text"/>
4. MCL Computation for Total Coliform Positive Samples				
a. Totals (sum of columns)		40	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. Is system in compliance. ...with fecal/E. coli MCL? (see notes 2 and 3)	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	
...with monthly MCL? (see note 4)	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	
5. Source Samples Triggered by Routine Samples that are Total Coliform Positive (This applies only to systems subject to the Groundwater Rule - see notes 7 and 8)		0	0	<input style="width: 30px; height: 15px;" type="text"/>
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: center; font-weight: bold;">10/3/16</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 fecal/*E.coli* positive repeat (boxed entry) **constitutes an MCL violation and requires immediate notification to the Department** (22, CCR, Section 64426.1).
3. Note: For repeat sample following a fecal/*E.coli* positive sample, any total coliform positive repeat (boxed entry) **constitutes an MCL violation and requires immediate notification to the Department** (22, CCR, Section 64426.1).
4. Total coliform MCL (**Notify Department within 24 hours of MCL violation**):
 - a. For systems collecting less than 40 samples, if two or more samples are total coliform positive, then the MCL is violated.
 - b. For systems collecting 40 or more samples, if more than 5.0 percent of samples collected are total coliform positive, then the MCL is violated.
5. Positive results and their associated repeat samples are to be tracked on the Coliform Monitoring Worksheet.
6. 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.
7. For systems subject to the Groundwater Rule: Positive results and the associated triggered source samples are to be tracked on the Coliform Monitoring Worksheet.
8. For triggered sample(s) required as a result of a total coliform routine positive sample, an *E.coli*, enterococci, or coliphage positive triggered sample (boxed entry) **requires immediate notification to the Department, Tier 1 public notification, and corrective action.**



October 4, 2016

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 September 2016.

If you have any further questions, you may contact me at 916-687-3155 ext. 102.

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

STEVE SHAW
WATER TREATMENT SUPERVISOR



COMPLIANCE REPORT FORM

Attn: Thomas Martin	Wastewater Source Control Section
Phone # (916) 876-7378	Fax # (916) 876-6374
From: Steve Shaw	
Company: Elk Grove Water Service	Permit# WTP010

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

Month:	9	Year:	2016
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<input checked="" type="checkbox"/> Water use/flow meter report	Railroad WTP: <input style="width: 100px;" type="text" value="0"/> Hampton WTP: <input style="width: 100px;" type="text" value="0"/>												
<input type="checkbox"/> Monitoring results/analytical report	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"></td> <td style="width: 30%; text-align: center;">Date</td> <td style="width: 30%; text-align: center;">Time</td> <td style="width: 10%; text-align: center;">pH</td> </tr> <tr> <td>Hampton WTP</td> <td><input style="width: 100px;" type="text"/></td> <td><input style="width: 100px;" type="text"/></td> <td><input style="width: 100px;" type="text"/></td> </tr> <tr> <td>Railroad WTP</td> <td><input style="width: 100px;" type="text"/></td> <td><input style="width: 100px;" type="text"/></td> <td><input style="width: 100px;" type="text"/></td> </tr> </table>		Date	Time	pH	Hampton WTP	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>	Railroad WTP	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>
	Date	Time	pH										
Hampton WTP	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>										
Railroad WTP	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>	<input style="width: 100px;" type="text"/>										

Discharge Rate

Check the statement below that applies to this report

Based on a review of this facilities 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	<input style="width: 50px;" type="text" value="3"/>	<input style="width: 50px;" type="text" value="19"/>	<input style="width: 50px;" type="text" value="25"/>	<input style="width: 100px;" type="text" value="1425"/>
Office	<input style="width: 50px;" type="text" value="4"/>	<input style="width: 50px;" type="text" value="19"/>	<input style="width: 50px;" type="text" value="20"/>	<input style="width: 100px;" type="text" value="1520"/>
Drivers/Field	<input style="width: 50px;" type="text" value="19"/>	<input style="width: 50px;" type="text" value="19"/>	<input style="width: 50px;" type="text" value="5"/>	<input style="width: 100px;" type="text" value="1805"/>
Total				<input style="width: 100px;" type="text" value="4750"/>

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:

(Name) (Title)

DATE:

Elk Grove Water District Monthly Waste Report September 2016

Date	Railroad WTP Waste Meter	Gallons	Hampton WTP Waste Meter	Gallons
1	10748260	0	82978	0
2	10748260	0	82978	0
3	10748260	0	82978	0
4	10748260	0	82978	0
5	10748260	0	82978	0
6	10748260	0	82978	0
7	10748260	0	82978	0
8	10748260	0	82978	0
9	10748260	0	82978	0
10	10748260	0	82978	0
11	10748260	0	82978	0
12	10748260	0	82978	0
13	10748260	0	82978	0
14	10748260	0	82978	0
15	10748260	0	82978	0
16	10748260	0	82978	0
17	10748260	0	82978	0
18	10748260	0	82978	0
19	10748260	0	82978	0
20	10748260	0	82978	0
21	10748260	0	82978	0
22	10748260	0	82978	0
23	10748260	0	82978	0
24	10748260	0	82978	0
25	10748260	0	82978	0
26	10748260	0	82978	0
27	10748260	0	82978	0
28	10748260	0	82978	0
29	10748260	0	82978	0
30	10748260	0	82978	0
31				

Elk Grove Water District

Preventative Maintenance Program

M.C.C. and Lab

Item	Quarterly				Annual																											
	1st	2nd	3rd	4th	Refer.	2016																										
Fume Hood	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Initials</td><td>AH</td></tr> <tr><td>Date</td><td>3/22/16</td></tr> <tr><td>W.O. #</td><td>13869</td></tr> </table>	Initials	AH	Date	3/22/16	W.O. #	13869	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Initials</td><td>AH</td></tr> <tr><td>Date</td><td>6/16/16</td></tr> <tr><td>W.O. #</td><td>14070</td></tr> </table>	Initials	AH	Date	6/16/16	W.O. #	14070	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Initials</td><td>AH</td></tr> <tr><td>Date</td><td>9/14/16</td></tr> <tr><td>W.O. #</td><td>14263</td></tr> </table>	Initials	AH	Date	9/14/16	W.O. #	14263		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Refer.</td><td></td></tr> <tr><td>Sect:</td><td>1.1.1</td></tr> </table>	Refer.		Sect:	1.1.1	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Refer.</td><td></td></tr> <tr><td>Sect:</td><td>1.2.3</td></tr> </table>	Refer.		Sect:	1.2.3
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Dulco-meter	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Initials</td><td>AH</td></tr> <tr><td>Date</td><td>3/22/16</td></tr> <tr><td>W.O. #</td><td>13869</td></tr> </table>	Initials	AH	Date	3/22/16	W.O. #	13869	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Initials</td><td>AH</td></tr> <tr><td>Date</td><td>6/16/16</td></tr> <tr><td>W.O. #</td><td>14070</td></tr> </table>	Initials	AH	Date	6/16/16	W.O. #	14070	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Initials</td><td>AH</td></tr> <tr><td>Date</td><td>9/14/16</td></tr> <tr><td>W.O. #</td><td>14263</td></tr> </table>	Initials	AH	Date	9/14/16	W.O. #	14263		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Refer.</td><td></td></tr> <tr><td>Sect:</td><td>1.1.2</td></tr> </table>	Refer.		Sect:	1.1.2	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Refer.</td><td></td></tr> <tr><td>Sect:</td><td>1.2.1</td></tr> </table>	Refer.		Sect:	1.2.1
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Circuit Breaker	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Initials</td><td></td></tr> <tr><td>Date</td><td></td></tr> <tr><td>W.O. #</td><td></td></tr> </table>	Initials		Date		W.O. #		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Initials</td><td></td></tr> <tr><td>Date</td><td></td></tr> <tr><td>W.O. #</td><td></td></tr> </table>	Initials		Date		W.O. #		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Initials</td><td></td></tr> <tr><td>Date</td><td></td></tr> <tr><td>W.O. #</td><td></td></tr> </table>	Initials		Date		W.O. #			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Refer.</td><td></td></tr> <tr><td>Sect:</td><td>1.1.3</td></tr> </table>	Refer.		Sect:	1.1.3	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Refer.</td><td></td></tr> <tr><td>Sect:</td><td>1.2.2</td></tr> </table>	Refer.		Sect:	1.2.2
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C12 DPD Handheld	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Initials</td><td>AH</td></tr> <tr><td>Date</td><td>3/29/16</td></tr> <tr><td>W.O. #</td><td>13869</td></tr> </table>	Initials	AH	Date	3/29/16	W.O. #	13869	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Initials</td><td>WQ/MW</td></tr> <tr><td>Date</td><td>6/23/16</td></tr> <tr><td>W.O. #</td><td>14070</td></tr> </table>	Initials	WQ/MW	Date	6/23/16	W.O. #	14070	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Initials</td><td>AH</td></tr> <tr><td>Date</td><td>9/28/16</td></tr> <tr><td>W.O. #</td><td>14263</td></tr> </table>	Initials	AH	Date	9/28/16	W.O. #	14263		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Refer.</td><td></td></tr> <tr><td>Sect:</td><td>1.1.3</td></tr> </table>	Refer.		Sect:	1.1.3	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Refer.</td><td></td></tr> <tr><td>Sect:</td><td>1.2.2</td></tr> </table>	Refer.		Sect:	1.2.2
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Sect:	1.2.2																															

Year: 2016

Elk Grove Water District

Preventative Maintenance Program

Backwash System and Storage Tanks

Item	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.	2016			
Mag meter																		WQ	4/1/16	13971	
MCC																					
Pressure Transducer																					
Backwash Tank																		AH/WQ	5/19/16	13976	
Return Pumps																					
Storage Tanks																					
Bray Valves																					

Item	Initials	Date	W.O. #
Mag meter			
MCC			
Pressure Transducer			
Backwash Tank			
Return Pumps			
Storage Tanks			
Bray Valves			

Item	Initials	Date	W.O. #
Mag meter			
MCC			
Pressure Transducer			
Backwash Tank			
Return Pumps			
Storage Tanks			
Bray Valves			

Item	Initials	Date	W.O. #
Mag meter			
MCC			
Pressure Transducer			
Backwash Tank			
Return Pumps			
Storage Tanks			
Bray Valves			

Year: 2016

Elk Grove Water District
Preventative Maintenance Program
 Booster Pumps

Item	Monthly												Semi-annual		Annual			
	Refer.	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	1ST 6-MO.	2ND 6-MO.	Refer.	2016	
Electric Motor	Initials	WQ	AH	WQ	WQ	WQ	MW	AH/WQ	MW	MW				WQ/MW		Sect: 3.2.1	Sect: 3.2.1	Sect: 3.2.4
	Date	1/20/16	2/17/16	3/24/16	4/13/16	5/25/16	6/30/16	7/22/16	8/3/16	9/6/16				6/6/16				
	W.O.#	13582	13746	13868	13967	14023	14082	14128	14241	14259				14083				
PUMP	Initials	WQ	AH	WQ	WQ	WQ	MW	AH/WQ	MW	MW						Sect: 3.1.2	Sect: 3.1.2	Sect: 3.3.1
	Date	1/20/16	2/17/16	3/24/16	4/13/16	5/25/16	6/30/16	7/22/16	8/3/16	9/6/16								
	W.O.#	13582	13746	13868	13967	14023	14082	14128	14241	14259								
A.R.V.	Initials															Sect: 3.3.1	Sect: 3.3.1	Sect: 3.3.1
	Date																	
	W.O.#																	
Rising Stem Valve	Initials															Sect: 3.3.3	Sect: 3.3.3	Sect: 3.3.3
	Date																	
	W.O.#																	

Elk Grove Water District

Preventative Maintenance Program

Clor-Tec System

Item	Monthly												Quarterly				Annual Refer: 2016	
	Refer:	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	1st	2nd	3rd		4th
Cl2 Meter System	Initials	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ/MW	WQ								
	Date	1/19/16	2/2/16	3/1/16	4/14/16	5/23/16	6/23/16	7/11/16	8/17/16	9/6/16								
	W.O.#	13581	13744	13866	13964	14022	14088	14126	14239	14266								
Refer:		Sect: 4.2.1												Sect: 4.4.1				
Exhaust Fan	Initials																	
	Date																	
	W.O.#																	
Refer:		Sect: 4.3.1												Sect: 4.4.4				
Hydrogen Blow/Det.	Initials																	
	Date																	
	W.O.#																	
Refer:		Sect: 4.3.2												Sect: 4.4.5				
Cell and Electrode	Initials																	
	Date																	
	W.O.#																	
Refer:		Sect: 4.3.2												Sect: 4.4.6				
Hypo/Brine Tank	Initials																	
	Date																	
	W.O.#																	
Refer:		Sect: 4.2.3												Sect: 4.4.6				
Water Softener	Initials																	
	Date																	
	W.O.#																	
Refer:		Sect: 4.2.4												Sect: 4.4.4				
Rectifier	Initials																	
	Date																	
	W.O.#																	
Refer:		Sect: 4.2.2												Sect: 4.4.4				
Clor-Tec Unit	Initials																	
	Date																	
	W.O.#																	
Refer:		Sect: 4.2.2												Sect: 4.4.4				

Year: 2016

Elk Grove Water District

Preventative Maintenance Program

Filter Vessels

Item	Monthly												Semi-annual		Annual								
	Refer	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Refer	2016	Refer	2016						
Air/Vac Valves	Initials													Date					W.O. #				
Bray Valves	Initials													Date					W.O. #				
CLA-VAL	Initials													Date					W.O. #				
Pilot Valves	Initials													Date					W.O. #				
Press. Diff. Transdr.	Initials													Date					W.O. #				
Vessels	Initials													Date					W.O. #				

Item	Initials	Date	W.O. #
Air/Vac Valves			
Bray Valves			
CLA-VAL			
Pilot Valves			
Press. Diff. Transdr.			
Vessels			

Item	Initials	Date	W.O. #
Air/Vac Valves			
Bray Valves			
CLA-VAL			
Pilot Valves			
Press. Diff. Transdr.			
Vessels			

Item	Initials	Date	W.O. #
Air/Vac Valves			
Bray Valves			
CLA-VAL			
Pilot Valves			
Press. Diff. Transdr.			
Vessels			

Year: 2016

Elk Grove Water District

Preventative Maintenance Program

Standby Generator

Item	Refer	Monthly												Annual					
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	2016					
Fuel Tank	Initials	WQ	WQ	WQ	WQ	WQ	WQ	AH/MW	WQ	WQ	WQ	WQ	WQ	WQ	WQ				
	Date	1/5/16	2/2/16	3/23/16	4/6/16	5/23/16	6/10/16	7/7/16	8/22/16	9/13/16				5/27/16					
	W.O. #	13583	13743	13864	13968	14019	14090	14130	14238	14267				13977					
		Sect: 6.1.1																Sect: 6.3.1	
Radiator	Initials																		
	Date																		
	W.O. #																		
		Sect: 6.1.2																Sect: 6.3.2/6.4.1	
Battery/Charger	Initials	WQ	WQ	WQ	WQ	WQ	WQ	AH/MW	WQ	WQ	WQ	WQ	WQ	WQ	WQ				
	Date	1/5/16	2/2/16	3/23/16	4/6/16	5/23/16	6/10/16	7/7/16	8/22/16	9/13/16									
	W.O. #	13583	13743	13864	13968	14019	14090	14130	14238	14267									
		Sect: 6.1.2																Sect: 6.3.3	
Coolant Heater	Initials																		
	Date																		
	W.O. #																		
		Sect: 6.1.3																Sect: 6.3.4/6.4.2	
Generator	Initials	WQ	WQ	WQ	WQ	WQ	WQ	AH/MW	WQ	WQ	WQ	WQ	WQ	WQ	WQ				
	Date	1/5/16	2/2/16	3/23/16	4/6/16	5/23/16	6/10/16	7/7/16	8/22/16	9/13/16									
	W.O. #	13583	13743	13864	13968	14019	14090	14130	14238	14267									
		Sect: 6.1.3																Sect: 6.3.4/6.4.2	
Engine	Initials																		
	Date																		
	W.O. #																		
		Sect: 6.1.3																Sect: 6.3.4/6.4.2	

Elk Grove Water District

Preventative Maintenance Program

Well 4D Webb

Item	Monthly												Semi-annual		Annual		
	Refer.	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Refer.	2ND 6-MO.	Refer.	2016
Pump	Initials	WQ	AH	WQ	WQ	WQ	WQ/MW	WQ	WQ/MW	WQ/MW	WQ/MW	WQ/MW	WQ/MW	WQ/MW	WQ/MW	WQ/AH	
	Date	1/21/16		3/15/16	4/11/16	5/24/16	6/16/16	7/12/16	8/15/16	9/12/16	9/12/16	14262		Sect: 8.2.1	6/7/16	8.3.7/8.4.1	6/20/16
	W.O. #	13593	13742	13875	13958	14013	14094	14122	14233	14262				14095	14095	14026	
Motor	Initials	WQ	AH	WQ	WQ	WQ	WQ/MW	WQ	WQ/MW	WQ/MW	WQ/MW	WQ/MW	WQ/MW	WQ/MW	WQ/MW	WQ/AH	
	Date	1/21/16		3/15/16	4/11/16	5/24/16	6/16/16	7/12/16	8/15/16	9/12/16	9/12/16	14262		Sect: 8.2.2	6/7/16	8.3.7/8.4.1	6/20/16
	W.O. #	13593	13742	13875	13958	14013	14094	14122	14233	14262				14095	14095	14026	
Press/Lvl Transdr.	Initials																
	Date																
	W.O. #																
Isolation Valves	Initials																
	Date																
	W.O. #																
Cla-Val	Initials																
	Date																
	W.O. #																
Mag-Meter	Initials																
	Date																
	W.O. #																
A.R.V.	Initials																
	Date																
	W.O. #																
M.C.C.	Initials																
	Date																
	W.O. #																
Portable Generator	Initials	WQ	AH	WQ	WQ	WQ	WQ/MW	WQ	WQ/MW	WQ/MW	WQ/MW	WQ/MW	WQ/MW	WQ/MW	WQ/MW	WQ/AH	
	Date	1/21/16		3/15/16	4/11/16	5/24/16	6/16/16	7/12/16	8/15/16	9/12/16	9/12/16	14262		Sect: 8.2.4	6/7/16	8.3.7/8.4.1	6/20/16
	W.O. #	13593	13742	13875	13958	14013	14094	14122	14233	14262				14095	14095	14026	
Generator Set	Initials																
	Date																
	W.O. #																

=Well Offline

Elk Grove Water District

Preventative Maintenance Program

Well 11D Dino

Item	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.	2016	
Pump	Initials	WQ	AH	WQ	AH	AH	WQ/MW	AH/MW	WQ	WQ				Sect: 9.1.1	WQ/MW		Sect: 9.2.1	AH/WQ	6/20/16
	Date	1/7/16	2/18/16	3/16/16			6/28/16	7/6/16	8/11/16	9/8/16					6/7/16				
	W.O. #	13591	13741	13874	13957	14014	14074	14121	14231	14271					14075				
Motor	Initials	WQ	AH	WQ	AH	AH	WQ/MW	AH/MW	WQ	WQ				Sect: 9.1.2	WQ/MW		Sect: 9.2.2	AH/WQ	6/20/16
	Date	1/7/16	2/18/16	3/16/16			6/28/16	7/6/16	8/11/16	9/8/16					6/7/16				
	W.O. #	13591	13741	13874	13957	14014	14074	14121	14231	14271					14075				
Press/LV Transdr.	Initials													Sect: 9.3.2			Sect: 9.3.2	AH/WQ	6/20/16
	Date																		
	W.O. #																		
Isolation Valves	Initials													Sect: 9.3.6			Sect: 9.3.6	AH/WQ	6/20/16
	Date																		
	W.O. #																		
Cla-Val	Initials													Sect: 9.3.1			Sect: 9.3.1	AH/WQ	6/20/16
	Date																		
	W.O. #																		
Mag-Meter	Initials													Sect: 9.3.3			Sect: 9.3.3	AH/WQ	6/20/16
	Date																		
	W.O. #																		
A.R.V.	Initials													Sect: 9.3.4			Sect: 9.3.4	AH/WQ	6/20/16
	Date																		
	W.O. #																		
M.C.C.	Initials													Sect: 9.3.5			Sect: 9.3.5	AH/WQ	6/20/16
	Date																		
	W.O. #																		
Portable Generator	Initials	WQ	AH	WQ	AH	AH	WQ/MW	AH/MW	WQ	WQ				Sect: 9.1.3	WQ/MW		Sect: 9.2.4	AH/WQ	6/20/16
	Date	1/7/16	2/18/16	3/16/16			6/28/16	7/6/16	8/11/16	9/8/16					6/7/16				
	W.O. #	135911	13741	13874	13957	14014	14074	14121	14231	14271					14075				
Generator Set	Initials													Sect: 9.4.2			Sect: 9.4.2	AH/WQ	6/20/16
	Date																		
	W.O. #																		

=Well Offline

Elk Grove Water District

Preventative Maintenance Program

WELL 3 MAR-VAL

Item	Monthly												Quarterly				Semi-annual				Annual						
	Refer.	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Refer.	1st	2nd	3rd	4th	Refer.	1st	6-2ND	6-3RD	6-4TH	Refer.	2016		
Motor	Section: 12.1.2	WQ 1/13/16 13586	AH/WQ 2/24/16 13737	WQ 3/22/16 13876	WQ 4/12/16 13961	WQ 5/26/16 14015	WQ/MW 6/13/16 14076	AH/WQ 7/11/16 14125	WQ 8/9/16 14235	WQ 9/8/16 14260									Section: 12.3.2	WQ/MW 6/7/16 14078							
Pump	Section: 12.1.1	WQ 1/13/16 13586	AH/WQ 2/24/16 13737	WQ 3/22/16 13876	WQ 4/12/16 13961	WQ 5/26/16 14015	WQ/MW 6/13/16 14076	AH/WQ 7/20/16 14125	WQ 8/9/16 14235	WQ 9/8/16 14260									Section: 12.3.1	WQ/MW 6/7/16 14078							
Chlorine Pump																											
Air Changer																											
Check Valve																											
A.R.V.																											
M.C.C.																											
Pneumat Tank																											
Isolation Valves																											
Meter																											

Elk Grove Water District

Preventative Maintenance Program

Well 8 Williamson

Item	Monthly												Quarterly				Semi-annual			Annual									
	Refer.	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Refer.	1st	2nd	3rd	4th	Refer.	1st	2nd	3rd	4th	Refer.	2016				
Motor	Section: 11.1.2	AH 1/13/16 13587	AH 2/18/16 13738	WQ/MW 3/23/16 13872	AH 4/11/16 13959	WQ 5/25/16 14018	WQ/MW 6/9/16 14079	AH/WQ 7/11/16 14120	WQ/MW 8/16/16 14234	WQ/MW 9/12/16 14265				Section: 11.3.2	WQ/MW 6/7/16 14081				Section: 11.3.2	WQ/MW 6/7/16 14081				Section: 11.3.2	WQ/MW 6/7/16 14081				
Pump	Section: 11.1.1	AH 1/13/16 13587	AH 2/18/16 13738	WQ/MW 3/23/16 13872	AH 4/11/16 13959	WQ 5/25/16 14018	WQ/MW 6/9/16 14079	AH 7/20/16 14120	WQ/MW 8/16/16 14234	WQ/MW 9/12/16 14265				Section: 11.2.1	WQ/MW 3/23/16 13873	AH 6/15/16 14080			Section: 11.2.1	WQ/MW 3/23/16 13873	AH 6/15/16 14080			Section: 11.2.1	WQ/MW 3/23/16 13873	AH 6/15/16 14080			
Chlorine Pump														Section: 11.2.2	WQ/MW 3/23/16 13873	AH 6/16/16 14080			Section: 11.2.2	WQ/MW 3/23/16 13873	AH 6/16/16 14080			Section: 11.2.2	WQ/MW 3/23/16 13873	AH 6/16/16 14080			
Air Charer														Section: 11.3.3	WQ/MW 6/7/16 14081				Section: 11.3.3	WQ/MW 6/7/16 14081				Section: 11.3.3	WQ/MW 6/7/16 14081				
Check Valve														Section: 11.3.4	WQ/MW 6/7/16 14081				Section: 11.3.4	WQ/MW 6/7/16 14081				Section: 11.3.4	WQ/MW 6/7/16 14081				
A.R.V.														Section: 11.4.1					Section: 11.4.1						Section: 11.4.1				
M.C.C.														Section: 11.4.2					Section: 11.4.2						Section: 11.4.2				
Pneumat Tank														Section: 11.4.3					Section: 11.4.3						Section: 11.4.3				
Isolation Valves														Section: 11.4.4					Section: 11.4.4						Section: 11.4.4				
Propeller Meter														Section: 11.4.5					Section: 11.4.5						Section: 11.4.5				

Year: 2016

Elk Grove Water District

Preventative Maintenance Program

Well 9 Polhemus

Item	Check Valve	Monthly												Quarterly				Annual		
		Refer.	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	1st	2nd	3rd	4th	Refer.	2016
Chlorine Pump	Initials Date W.O. #	13588	13736	13870	13960	14017	14084	14119	14236	14261					WQ	WQ	WQ	WQ	TBD	
Air Charer	Initials Date W.O. #														WQ	WQ	WQ	WQ	TBD	
Isolation Valves	Initials Date W.O. #														WQ	WQ	WQ	WQ	TBD	
A.R.V.	Initials Date W.O. #														WQ	WQ	WQ	WQ	TBD	
M.C.C.	Initials Date W.O. #														WQ/MW	WQ/MW	WQ/MW	WQ/MW	TBD	
Pneumat Tank	Initials Date W.O. #														WQ	WQ	WQ	WQ	TBD	
Propeller Meter	Initials Date W.O. #														WQ	WQ	WQ	WQ	TBD	

Elk Grove Water District
Backflow Prevention Program 2016

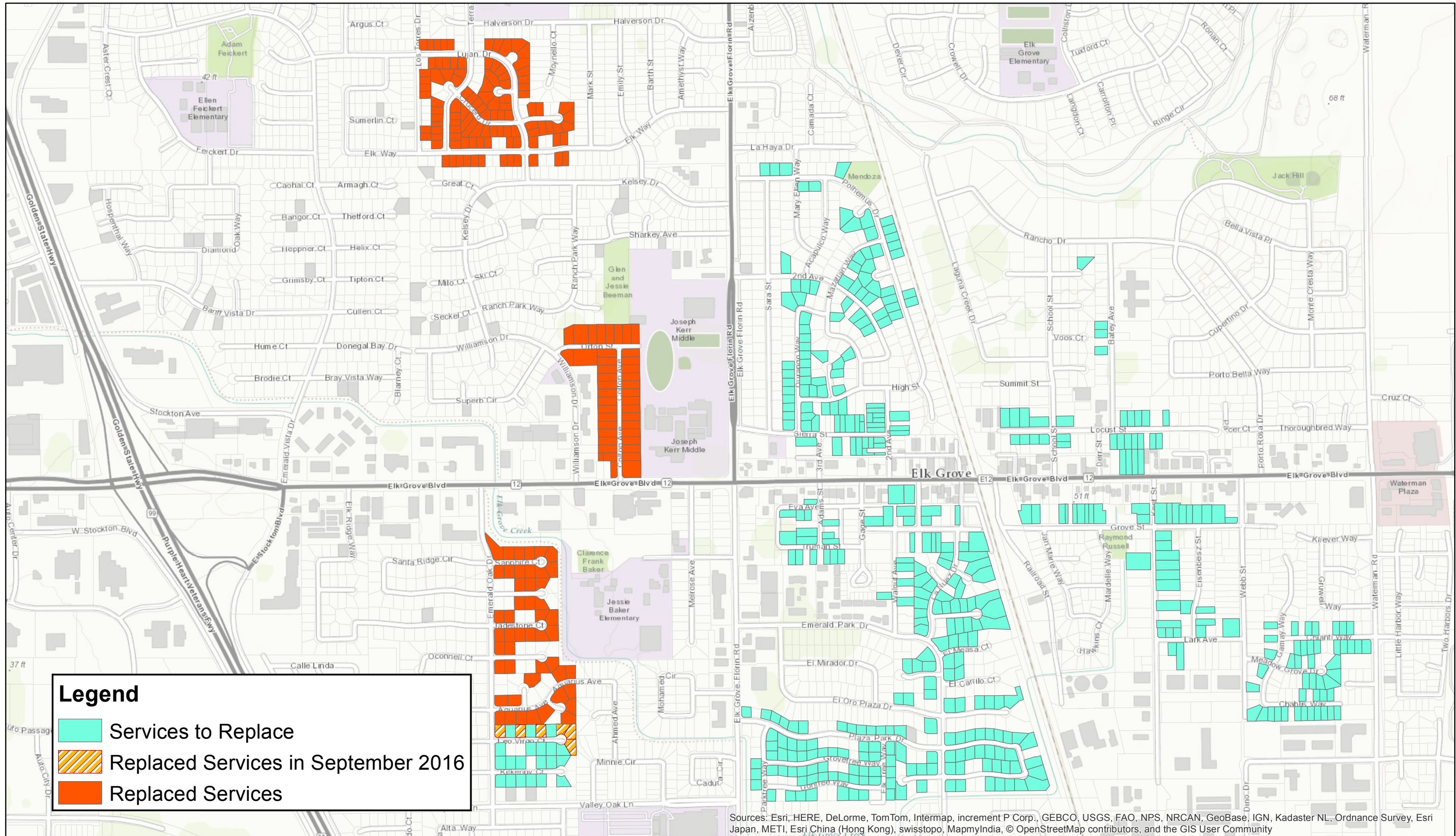
Backflow Device Reports												
CURRENT	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Notices Issued	21	38	74	12	58	67	166	94	60			
Pass:	12	38	61	11	50	44	117	62	56			
Fail:	0	0	4	1	0	3	9	4	0			
Failed Devices Retested----Passed			3	1		3	7	2				
Outstanding Results Due	9	0	10	0	8	20	42	30	4			

DELINQUENT	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Investigations							2					
Deactivated Devices							1					
Sent:	9	0	9		8	20	39	30	4			
Received:	9	0	8		8	1	30	15	0			
Sent:			2			19	9	15				
Received:			2			18	9	0				
Schedule Code Changed												
Outstanding Delinquents												
Carryover from 2015	0	0	0	0	0	1	0	15	4			
	0											

Total Outstanding Delinquents	20
--------------------------------------	-----------

Elk Grove Water District
Safety Meetings/Training
September 2016

Date	Topic	Attendees	Hosted By
9/6/2016	Fatigue	Alan Aragon, Jose Carrillo, John Diaz, Dave Frederick, Aaron Hewitt, Justin Mello, Jose Mendoza, Sal Mendoza, Michael Montiel, Chris Phillips, Wilfredo Quintero, William Sadler, Richard Salas, Steve Shaw, John Vance, Marcell Wilson	Erick Watkins
9/12/2016	Avoiding Pinch Points	Alan Aragon, Jose Carrillo, John Diaz, Travis Franklin, Dave Frederick, Aaron Hewitt, Sean Hinton, Justin Mello, Jose Mendoza, Sal Mendoza, Michael Montiel, Wilfredo Quintero, William Sadler, Aurelia Salandez, Richard Salas, Steve Shaw, John Vance, Brandon Wagner, Marcell Wilson	Erick Watkins
9/19/2016	Be Prepared for an Emergency	Alan Aragon, John Diaz, Travis Franklin, Dave Frederick, Aaron Hewitt, Sean Hinton, Justin Mello, Jose Mendoza, Chris Phillips, Wilfredo Quintero, William Sadler, Aurelia Salandez, Richard Salas, Steve Shaw, John Vance, Brandon Wagner, Marcell Wilson	Erick Watkins
9/26/2016	Underground Work	Alan Aragon, Jose Carrillo, John Diaz, Travis Franklin, Dave Frederick, 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, Brandon Wagner, Marcell Wilson	Erick Watkins
9/29/2016	Cal OSHA Fire Prevention/Protection Requirement	All Staff Required to Attend	Erick Watkins



Legend

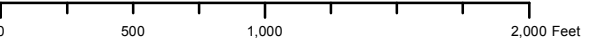
- Services to Replace
- Replaced Services in September 2016
- Replaced Services

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

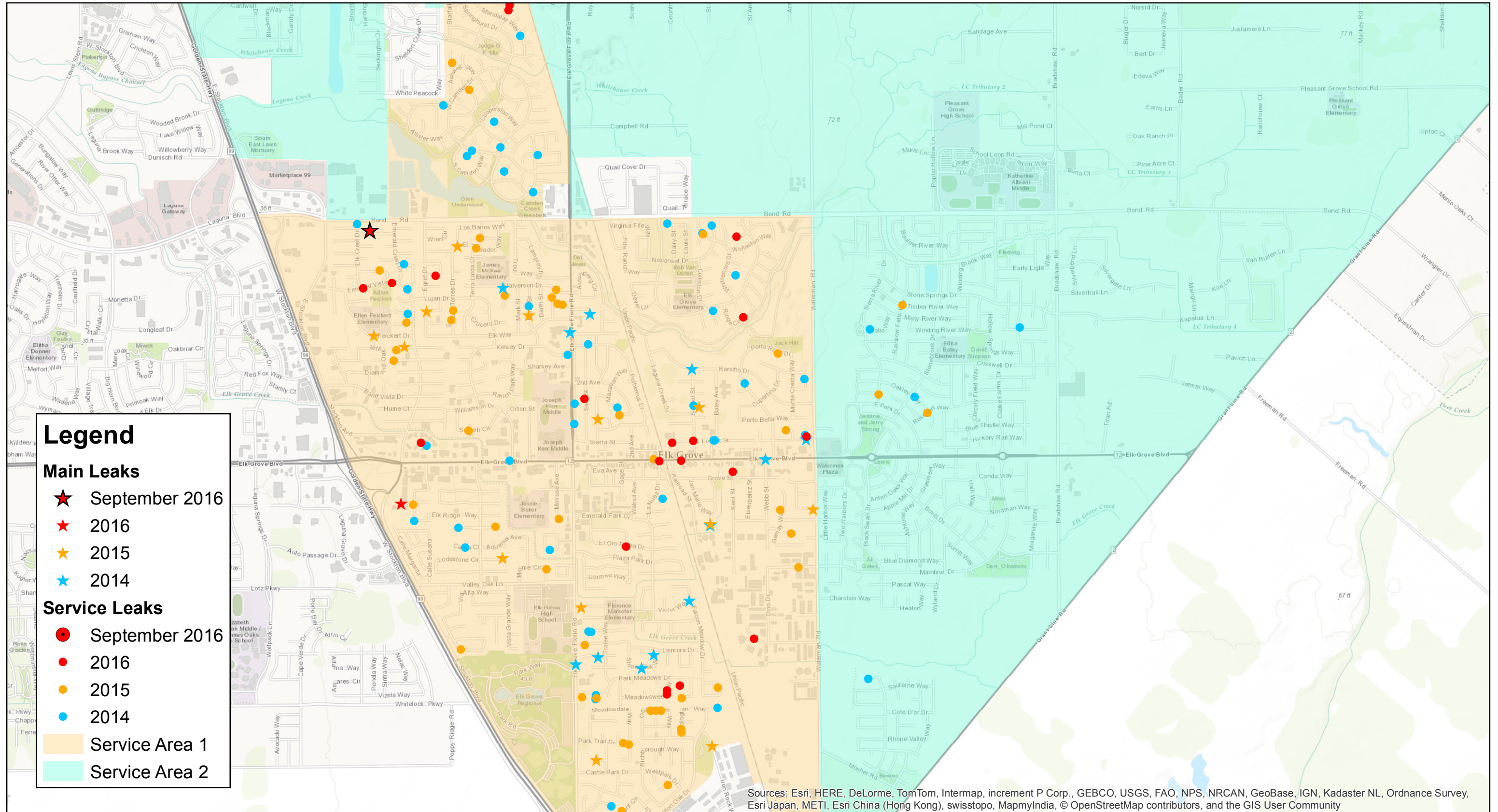
Services to Replace: 427
Services Replaced in September 2016: 0
Total Service Replaced: 197



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: October 11, 2016



Legend

Main Leaks

- ★ September 2016
- ★ 2016
- ★ 2015
- ★ 2014

Service Leaks

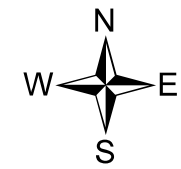
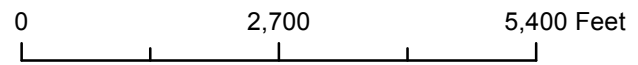
- September 2016
- 2016
- 2015
- 2014
- Service Area 1
- Service Area 2

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

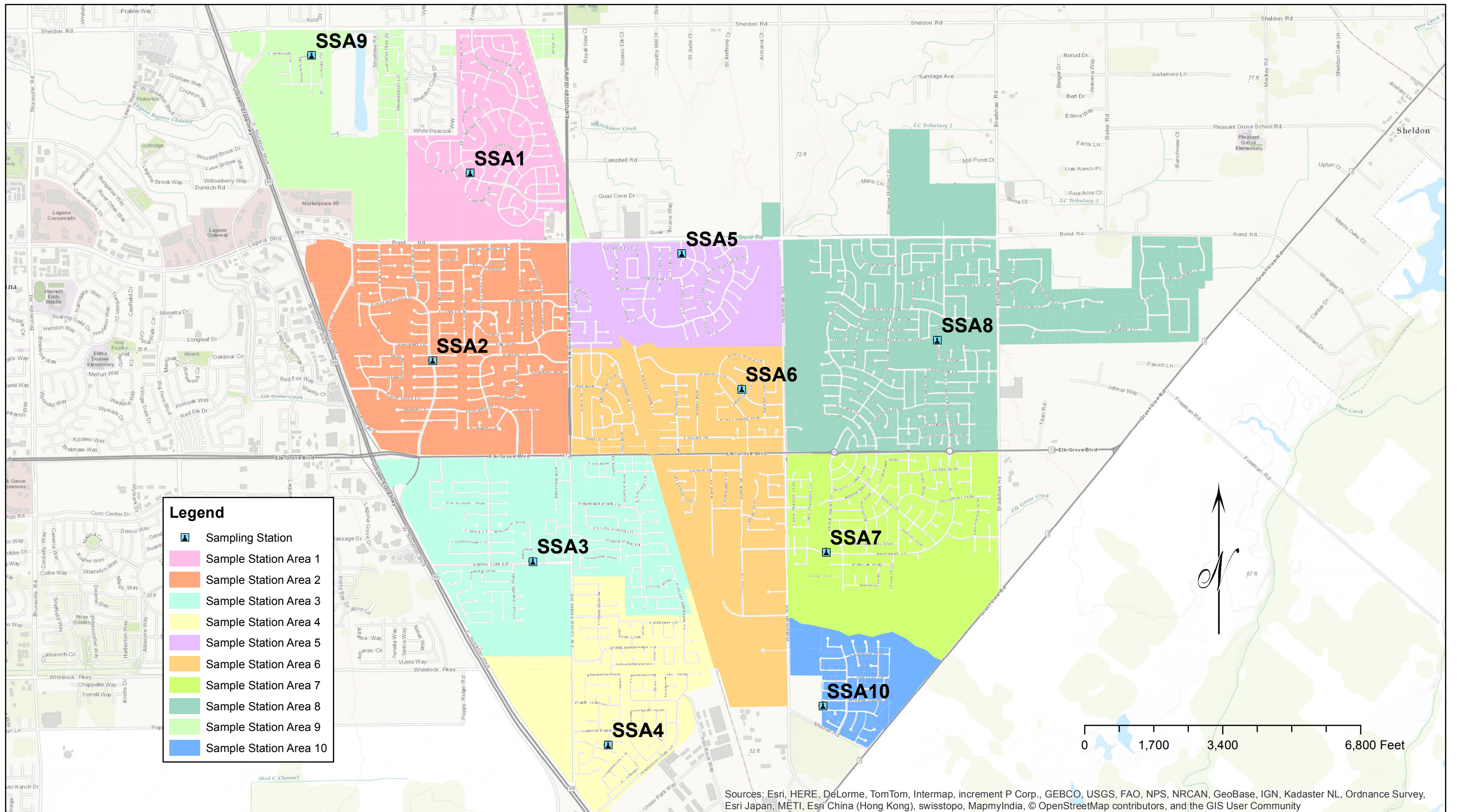
September 2016	
Main Line Leaks: 1	YTD: 2
Service Line Leaks: 0	YTD: 21
Total Leaks: 1	YTD: 23



**Elk Grove Water District
Main and Service Line Leaks Map**



Elk Grove Water District
Service / Main Leaks
Created by: Travis Franklin
Date: October 11, 2016



Sample Stations: 10



Elk Grove Water District

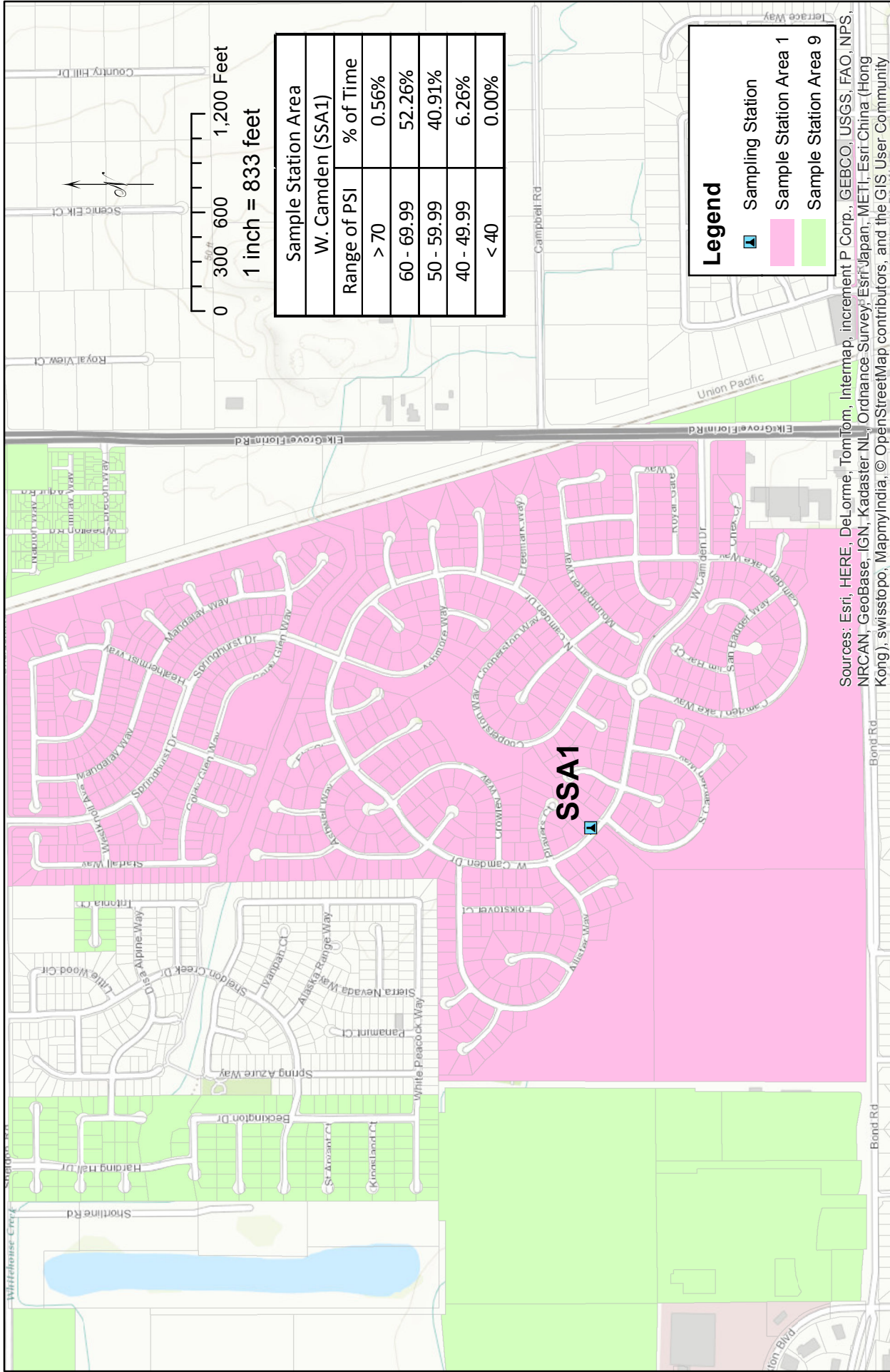
Sample Station Areas

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

Source: EGWD GIS database

Modified by: Travis Franklin

October 5, 2016



Sample Station Area	
W. Camden (SSA1)	
Range of PSI	% of Time
> 70	0.56%
60 - 69.99	52.26%
50 - 59.99	40.91%
40 - 49.99	6.26%
< 40	0.00%

Legend

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

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), swisslpo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Sample Station #1

Note: Sample Station takes a reading every 5 minutes.

September 2016



Elk Grove Water District

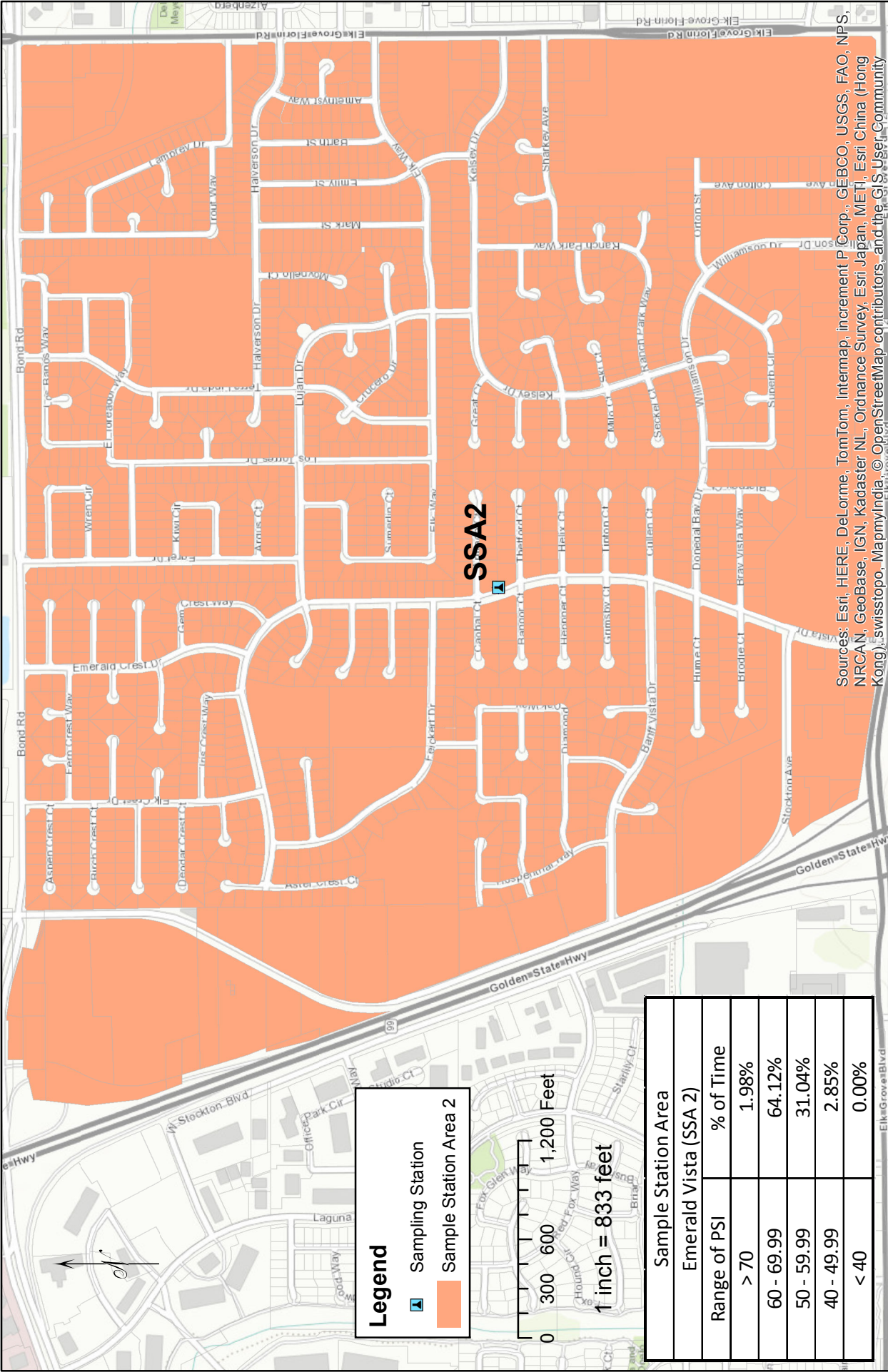
System Pressure Monitoring

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

Source:EGWD GIS database

Created by: Travis Franklin

October 10, 2016



Legend

- Sampling Station
- Sample Station Area 2



Sample Station Area	% of Time
Emerald Vista (SSA 2)	
Range of PSI	1.98%
> 70	64.12%
60 - 69.99	31.04%
50 - 59.99	2.85%
40 - 49.99	0.00%
< 40	

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

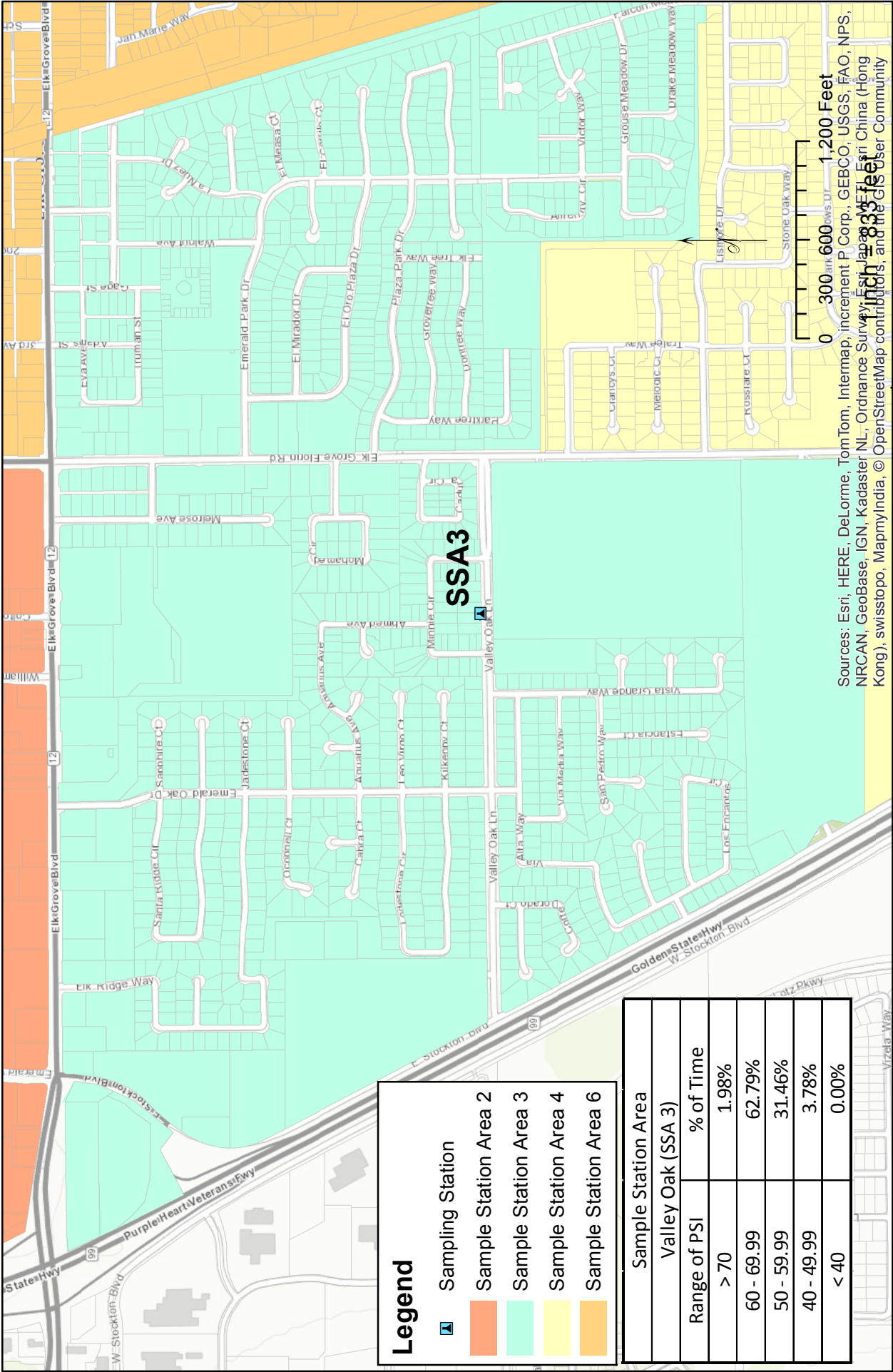
Sample Station #2

Note: Sample Station takes a reading every 5 minutes.

September 2016

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

Source: EGWD GIS database
Created by: Travis Franklin
October 5, 2016



Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, Swisstopo, 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	Range of PSI	% of Time
Valley Oak (SSA 3)	> 70	1.98%
	60 - 69.99	62.79%
	50 - 59.99	31.46%
	40 - 49.99	3.78%
	< 40	0.00%

Sample Station #3

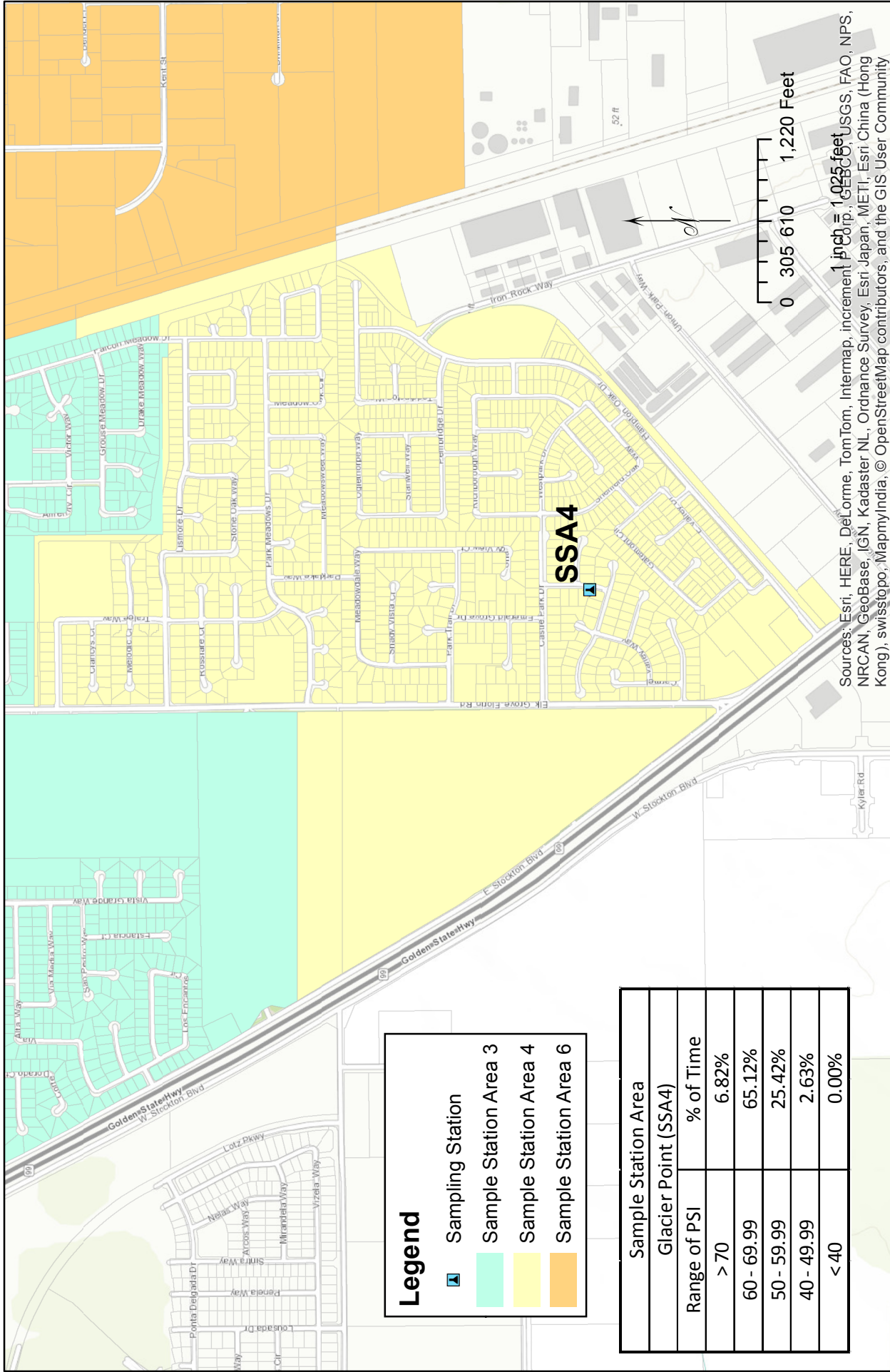
Note: Sample Station takes a reading every 5 minutes.

September 2016

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
October 5, 2016



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

Legend

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

Sample Station Area	Glacier Point (SSA4)	% of Time
Range of PSI		
> 70		6.82%
60 - 69.99		65.12%
50 - 59.99		25.42%
40 - 49.99		2.63%
< 40		0.00%



Elk Grove Water District

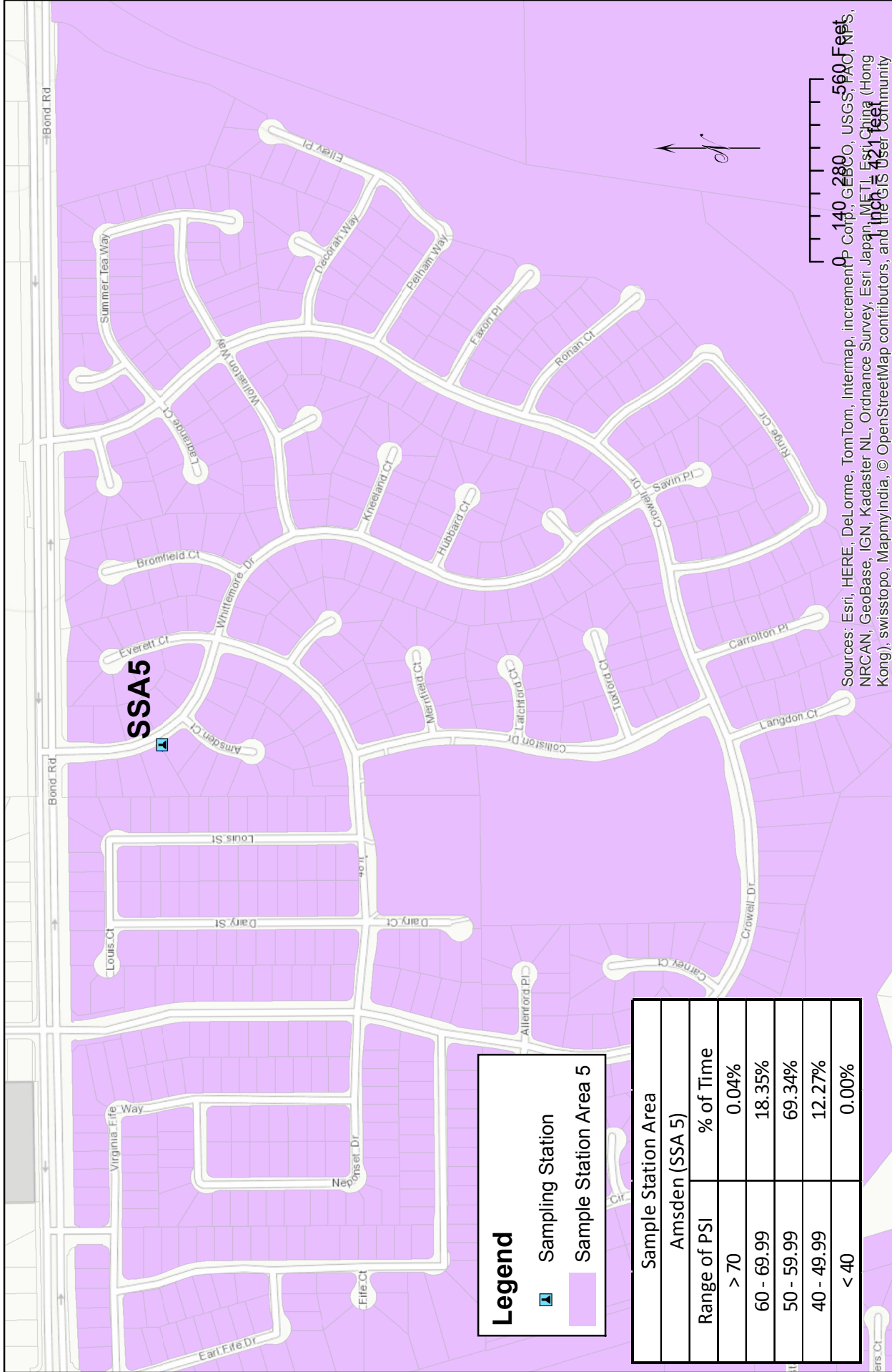
System Pressure Monitoring

Projected Coordinate System:
 NAD 83 State Plane CA II FIPS 0402
 Source: EGWD GIS database
 Created by: Travis Franklin
 October 5, 2016

Sample Station #4



Note: Sample Station takes a reading every 5 minutes.

September 2016



Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, 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	18.35%
50 - 59.99	69.34%
40 - 49.99	12.27%
< 40	0.00%



Elk Grove Water District

System Pressure Monitoring

Sample Station #5

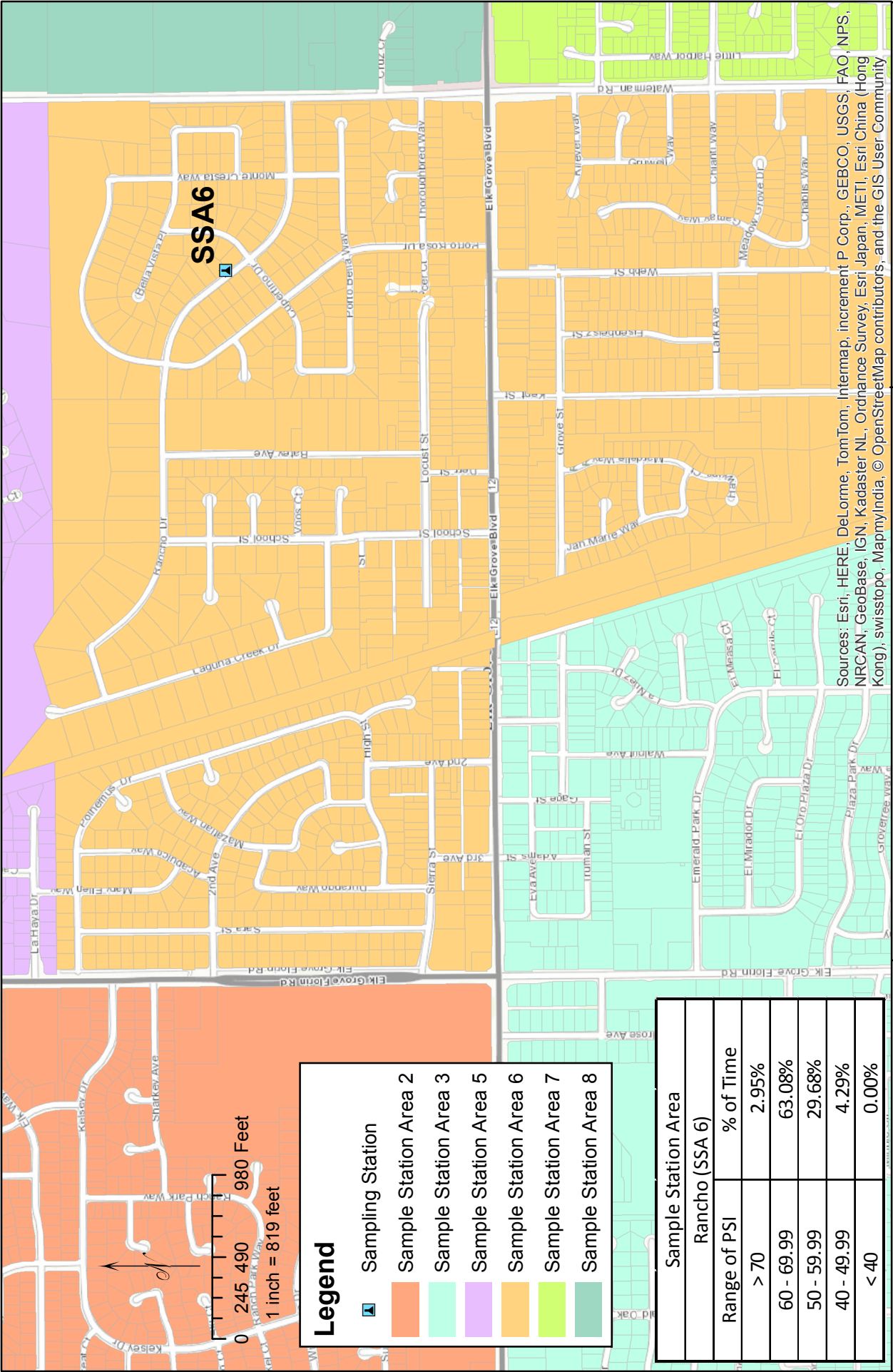
Notes: Sample Station takes a reading every 5 minutes.

September 2016

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

Source: EGWD GIS database

Created by: Travis Franklin
 October 5, 2016



Legend

- Sampling Station
- Sample Station Area 2
- Sample Station Area 3
- Sample Station Area 5
- Sample Station Area 6
- Sample Station Area 7
- Sample Station Area 8

Sample Station Area	Rancho (SSA 6)	Range of PSI	% of Time
		> 70	2.95%
		60 - 69.99	63.08%
		50 - 59.99	29.68%
		40 - 49.99	4.29%
		< 40	0.00%

Sample Station #6

Note: Sample Station takes a reading every 5 minutes.

September 2016



Eik 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
October 5, 2016

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

- Sample Station Area 7
- Sample Station Area 6
- 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	33.55%
50 - 59.99	66.43%
40 - 49.99	0.03%
< 40	0.00%



Elk Grove Water District

System Pressure Monitoring

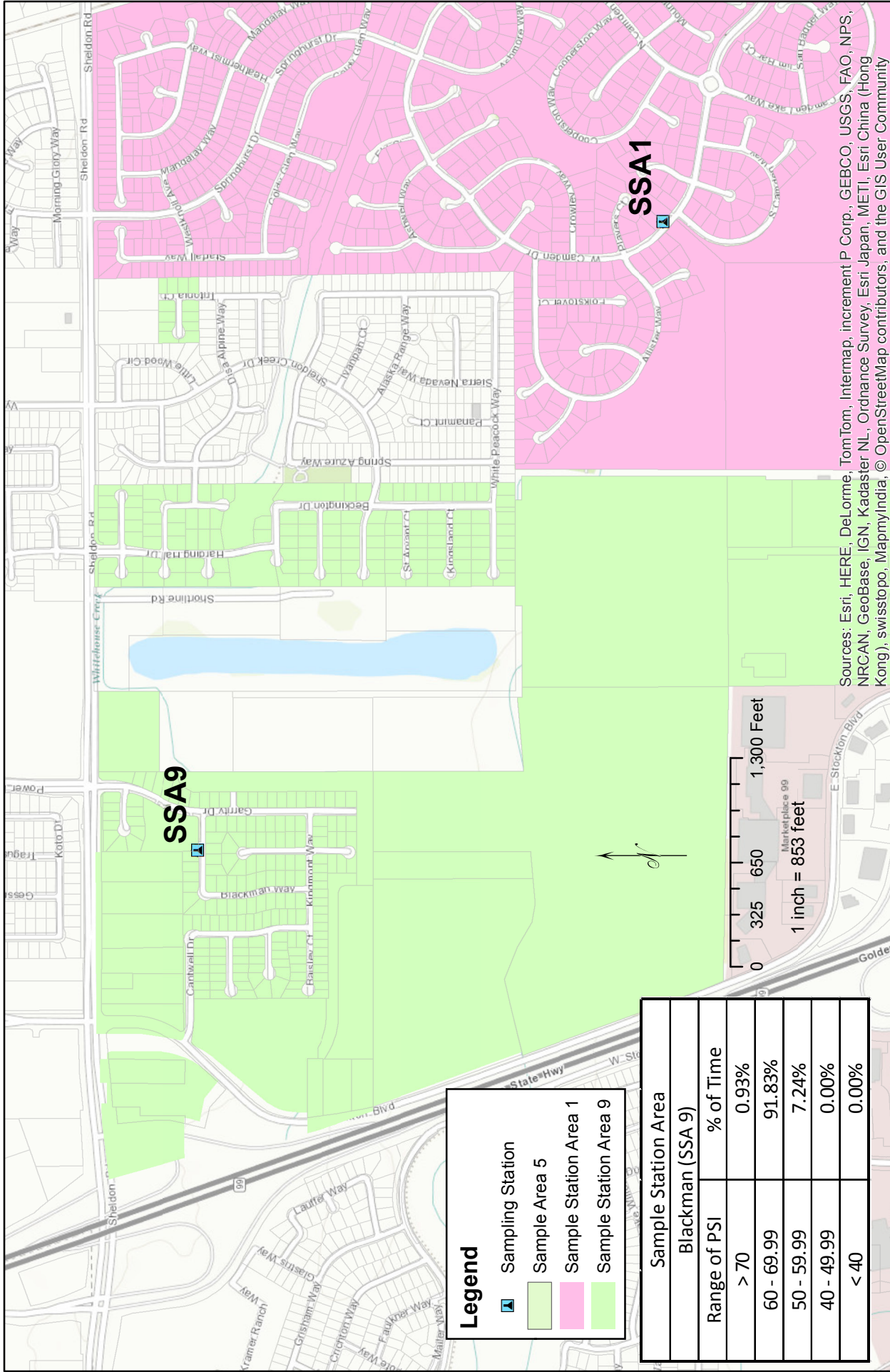
Sample Station #7

Note: Sample Station takes a reading every 5 minutes.

September 2016

Projected Coordinate System:
 NAD 83 State Plane CA II FIPS 0402
 Source: EGWD GIS database
 Created by: Travis Franklin
 October 5, 2016

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



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 Area 5
- Sample Station Area 1
- Sample Station Area 9

Sample Station Area	Blackman (SSA 9)	Range of PSI	% of Time
> 70	0.93%		
60 - 69.99	91.83%		
50 - 59.99	7.24%		
40 - 49.99	0.00%		
< 40	0.00%		

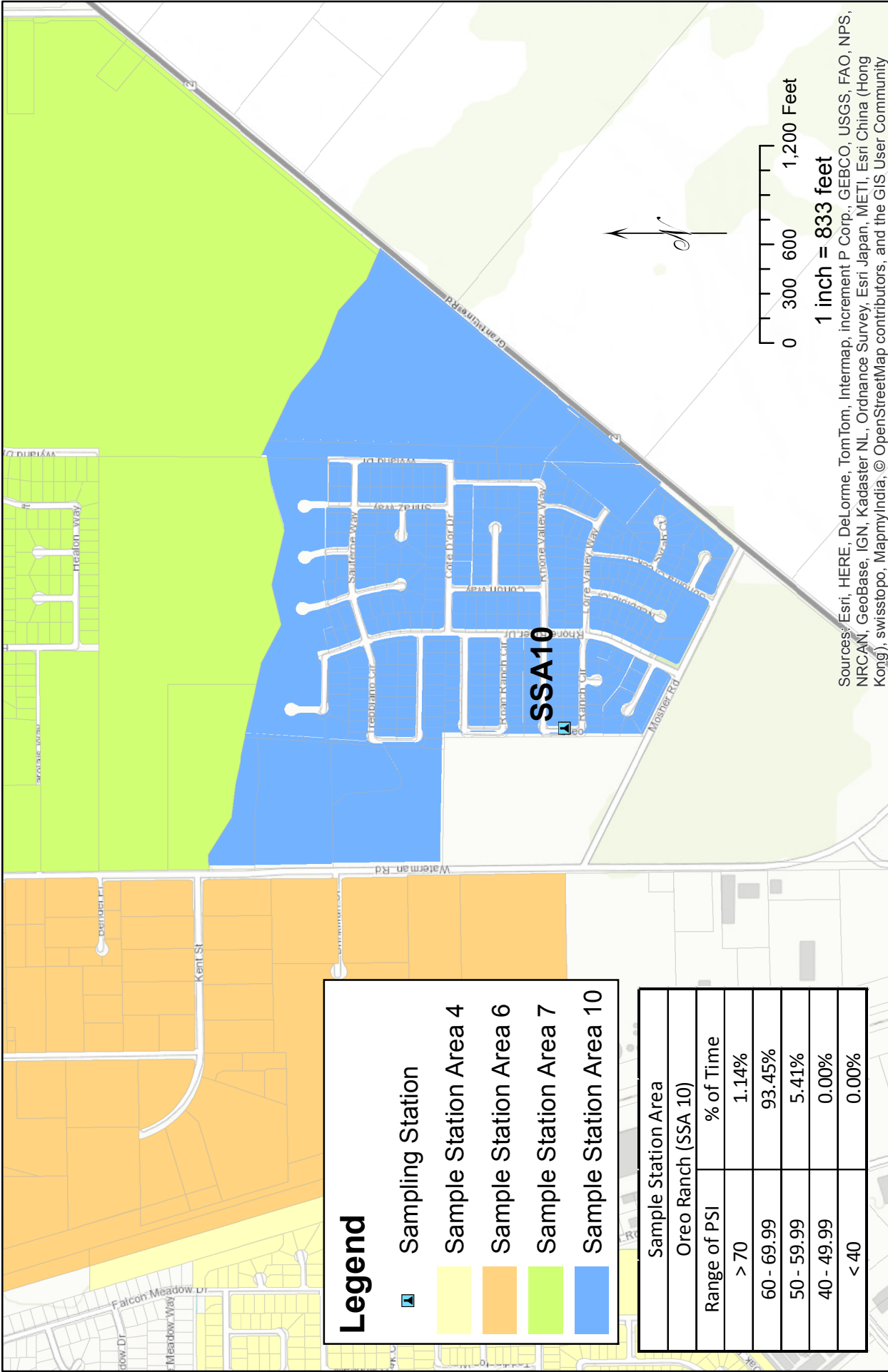
Sample Station #9

Note: Sample Station takes a reading every 5 minutes.
September 2016



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
October 5, 2016



Legend

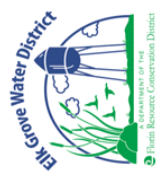
- Sampling Station
- Sample Station Area 4
- Sample Station Area 6
- Sample Station Area 7
- Sample Station Area 10

Sample Station Area	Oreo Ranch (SSA 10)
Range of PSI	% of Time
> 70	1.14%
60 - 69.99	93.45%
50 - 59.99	5.41%
40 - 49.99	0.00%
< 40	0.00%

Sample Station #10

Note: Sample Station takes a reading every 5 minutes.

September 2016



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

October 5, 2016

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



October 26, 2016

TO: Chairman and Directors of the Florin Resource Conservation District

FROM: Bruce M. Kamilos, Assistant General Manager

SUBJECT: **HAMPTON VILLAGE WATER TREATMENT PLANT IMPROVEMENTS PROJECT CONTRACT**

RECOMMENDATION

It is recommended that the Board of Directors of the Florin Resource Conservation District/Elk Grove Water District (FRCD/EGWD) approve a motion authorizing the General Manager to execute a construction contract, in the amount \$252,515, with Division 5-15 for the Hampton Village Water Treatment Plant Improvements project, and transfer \$72,515 of approved FY 16/17 CIP funds from the RRWTF Tanks & Vessels Recoating project to the Hampton Village Water Treatment Improvements project.

Summary

The Hampton Village Water Treatment Plant (WTP) Improvements project adds chemical treatment to the Hampton Village WTP for the purpose of removing arsenic from its groundwater supply. The project was bid and the Elk Grove Water District (EGWD) received and opened five (5) bids on October 13, 2016. The lowest responsive, responsible bidder is Division 5-15 with a bid amount of \$252,515.

This action, if approved, would authorize the General Manager to execute a contract in the amount \$252,515 with Division 5-15 for the Hampton Village WTP Improvements project.

The Engineer's Estimate for this project is \$180,000. Because the contract amount exceeds the Engineer's Estimate, it is requested that the Board transfer \$72,515 from the RRWTF Tanks & Vessels Recoating project, which is well under budget, to fully fund this project.

DISCUSSION

Background

The Hampton Village WTP was refurbished and re-commissioned in August 2015. Water quality tests conducted at various flow rates prior to refurbishing Hampton Village WTP showed arsenic levels ranging from non-detectable to 2.5 parts per billion (ppb). The maximum contaminant level (MCL) for arsenic is 10 ppb. Based on these low

**HAMPTON VILLAGE WATER TREATMENT PLANT IMPROVEMENTS PROJECT
CONTRACT**

Page 2

arsenic levels, Hampton Village WTP was refurbished without the addition of chemical equipment to treat for arsenic. Carrier conduits for future chemical injection lines were installed, however, so that the WTP site would not have to be excavated should arsenic treatment be required in the future.

Present Situation

The Hampton Village WTP ran continuously for three (3) months after it was recommissioned in August 2015. During that period, water quality samples were taken monthly and showed arsenic levels trending upward. The highest arsenic result during this three month period was 8.5 ppb on October 6, 2015. On November 5, 2015, management made a decision to shut down Hampton Village WTP to conduct exploratory work to address the arsenic levels.

In February 2016, BESST Technology performed in-depth sampling tests to profile the water chemistry of Well 13, the well supplying water to the Hampton Village WTP. The conclusion of BESST’s work showed that the majority of arsenic was coming from 405’ to 430’ below ground surface. Further, BESST’s work showed that it would not be possible to screen out flow from this portion of the well without negatively impacting production by as much as 50%. It has, therefore, been determined that the best approach moving forward at Hampton Village WTP is to add equipment to inject chemicals for arsenic removal.

On September 15, 2016, in conformance with FRCD’s bidding policies, EGWD publicly noticed an invitation to bid the Hampton Village WTP Improvements project. A non-mandatory bid walk was held on September 29, 2016 and the bid opening was held on October 13, 2016 at 2:00 pm. EGWD received and opened five (5) bids and Division 5-15 was the lowest responsive, responsible bidder for the project. The bids are summarized below.

	<u>Company Name</u>	<u>Bid Amount</u>
1	Division 5-15	\$252,515
2	GSE Construction Co., Inc.	\$280,000
3	TNT Industrial Contractors, Inc.	\$283,540
4	Fort Bragg Electric, Inc.	\$347,341
5	Gateway Pacific Contractors, Inc.	\$370,118
	<i>Engineer’s Estimate</i>	\$180,000

**HAMPTON VILLAGE WATER TREATMENT PLANT IMPROVEMENTS PROJECT
CONTRACT**

Page 3

ENVIRONMENTAL CONSIDERATIONS

The Hampton Village WTP Improvements project is categorically exempt from CEQA (the California Environmental Quality Act) under Title 14 California Code of Regulations, Class 1, Section number 15301(b) of the CEQA Guidelines. Projects exempt under Class 1, Section number 15301(b) consist of repair, maintenance, or minor alteration of existing facilities of utilities. A Notice of Exemption (NOE) will be filed with the Sacramento County Clerk for this project.

STRATEGIC PLAN CONFORMITY

The recommendation 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 increase source capacity and reliability of EGWD's water system. The Hampton Village WTP will provide an additional 1000-gpm of water to EGWD's source capacity, and will improve the reliability of the water system by providing redundancy to the Railroad Street Water Treatment Facility.

FINANCIAL SUMMARY

The financial impact of the Hampton Village WTP Improvements contract is \$252,515 which exceeds the FY 16/17 CIP budgeted amount of \$200,000 (\$20,000 engineering and \$180,000 construction). Another project, the RRWTF Tanks & Vessels Recoating project, will be significantly under budget based on bids received for that project. To cover the budget shortfall for the Hampton Village WTP Improvements project, it is recommended that CIP funds in the amount of \$72,515 be transferred from the RRWTF Tanks & Vessels Recoating project to the Hampton Village WTP Improvements project.

Respectfully submitted,



BRUCE M. KAMILOS
ASSISTANT GENERAL MANAGER

Attachment

FLORIN RESOURCE CONSERVATION DISTRICT

HAMPTON VILLAGE WATER TREATMENT PLANT IMPROVEMENTS PROJECT

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FLORIN RESOURCE CONSERVATION DISTRICT
NOTICE INVITING BIDS

Hampton Village Water Treatment Plant Improvements Project

The Florin Resource Conservation District (“District”) will receive sealed bids for the Hampton Village Water Treatment Plant Improvements Project at the office of the Elk Grove Water District no later than October 13, 2016 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 Hampton Village Water Treatment Plant (WTP). Work at the Hampton Village WTP shall include but not be limited to all work necessary to return the Hampton Village WTP to service 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 Hampton Village WTP located at 10113 Hampton Oak Dr., Elk Grove, CA 95624 on September 29, 2016, at 10:00 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

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

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 October 6, 2016. All questions must be submitted in accordance with the procedures set forth in the Information for Bidders.

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.

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 September 29, 2016 at 10:00 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 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 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 Hampton Village WTP Improvements 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 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.

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).

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

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BID FORM

NAME OF BIDDER: Division 5-15, A California Corporation

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:

Hampton Village WTP Improvements 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	Units	Quantity	Total Cost
1	Mobilization	LS	1	\$ 12,350.00
2	Chemical Feed System	LS	1	\$ 123,000.00
8	Electrical	LS	1	\$ 12,650.00
9	Instrumentation/System Integration	LS	1	\$100,000.00
11	Project Closeout	LS	1	\$ 4,515.00
TOTAL BID				\$252,515.00

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. #1, Dated 10/11/2016

Addenda No. N/A

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 Division 5-15, A California Corporation

Signature 

Name and Title Sandra L. Osborn, President

Dated October 13, 2016

BID FORM

13

**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 Division 5-15, A California Corporation

Signature 

Name Sandra L. Osborn

Title President

Dated October 13, 2016

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

BID BOND

The makers of this bond are, Division 5-15, A California Corporation, as Principal, and International Fidelity Insurance 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.

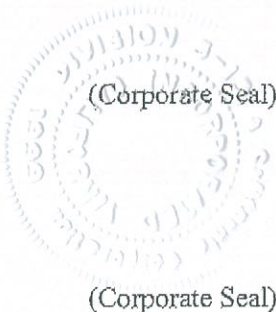
THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated October 13, 2016, for Hampton Village Water Treatment Plant Refurbishment Project.

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 7th day of October, 2016, the name and corporate seal of each corporation.

(Corporate Seal)

(Corporate Seal)

(Attach Attorney-in-Fact Certificate)

Division 5-15, A California Corporation
Principal
By 
Title Sandra L. Osborn, President
International Fidelity Insurance Company
Surety
By 
Attorney-in-Fact
Title Stephanie Agapoff, Attorney-In-Fact

BID BOND

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20____ 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.

-See Attached - California all Purpose Acknowledgment
Complies with Civil Code 1189

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

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ACKNOWLEDGMENT

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 Oct. 7, 2016 before me, Vicky Troyan, Notary Public
(insert name and title of the officer)

personally appeared ----- Stephanie Agapoff -----,
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 *Vicky Troyan* (Seal)

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

JOSEPH H. WEBER, MELISSA D. DIAZ, SHAWNA JOHNSON, RICHARD W. PRATT, ELIZABETH COLLODI, SARA WALLISER, JENNIFER LAKMANN, JOHN HOPKINS, NANCY LUTTENBACHER, BOBBIE BEENY, JOHN J. WEBER, KATHERINE GORDON, RENEE RAMSEY, STEPHANIE AGAPOFF, BONNIE TWO BEARS, MINDY STEPHENS, STEVEN L. WILLIAMS, JENNIFER STONE, PHIL WATKINS

Sacramento, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2015.



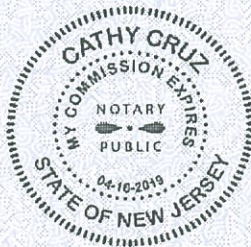
STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 7th day of October, 2016

MARIA BRANCO, Assistant Secretary

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	Location of Business
Electrical	AAA Electrical Solutions, Inc.	Sacramento, CA
Instrumentation	Tesco Controls, Inc.	Sacramento, CA
N/A	N/A	N/A
N/A	N/A	N/A

Name of Bidder Division 5-15, A California Corporation

Signature 

Name and Title Sandra L. Osborn, President

Dated October 13, 2016

DESIGNATION OF SUBCONTRACTORS

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.

- 1.0 Bidders Name and address: Division 5-15, A California Corporation
- 2.0 Bidders telephone no.: 916.638.1520
- 3.0 Bidders fax no. and email address: 916.638.1521
- 4.0 Contractor' State License No. and Expiration Date: : 768505, Exp. 09/30/2017
- 5.0 Contractor's Primary classification: A, and B
- 6.0 Contractor's Specialty classification: C4, C20, C23, C36, C51 and C60



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

N/A
No Partners

- 7.0 What type of work does the Bidder normally perform with its own forces?
Mechanical, Process Piping, Plumbing, Structural Steel and Misc. Metals
- 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: EGUSD- Central Kitchen Boiler Replacement-
Elk Grove Unified School District

2.0 Name, address and contact information for Owner: EGUSD --Facilities Management
Marlinda Cox, mcox@egusd.net, 4011 Hood-Franklin Road, Elk Grove, CA 95757

3.0 Brief description of work involved: Remove and replace 5 new Boilers and 1 Water
Heat Exchanger and related Appurtenances, Process and Steam Piping, Plumbing,
Electrical, Instrumentation, Controls work and Energy Management Systems.

4.0 Contract amount: \$532,656.00

5.0 Date of Completion: June 2016

6.0 Name of Project, and Owner: Primates Center Cage Wash Facility
UCD Design Construction Management

7.0 Name, address and contact information for Owner: UCD Design Construction Management
John Sorensen, jdsorensen@ucdavis.edu, 255 Cousteau Place, CA 95618

8.0 Brief description of work involved: Furnish and installation of new steam piping, condensate
and mechanical, electrical and instrumentation services to new primate cage wash machine
including heat exchanger and subterranean steam vaults.

INFORMATION REQUIRED OF BIDDERS

9.0 Contract amount: \$914,106.00

10.0 Date of Completion: June 2015

11.0 Name of Project, and Owner: Prairie City SVRA Water System Improvements,
State of California, Parks and Recreation Division

12.0 Name, address and contact information for Owner: State of California, Parks and Recreation
Adrien Conteres, Adrien Contreres@parks.ca.gov--One Capital Mall, Suite 410,
Sacramento, CA 95814

13.0 Brief description of work involved: Install a functioning GWMS and all associated components,
install and test all device components for water treatment including chemical feed tubing, sample
tubing, and control and instrumentation wiring, standpipe, drain line, dry well and demolition of
existing chlorinating building and contents.

14.0 Contract amount: \$117,667.00

15.0 Date of Completion: September 2013

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
11345	Chemical Feed Systems	Hopkins Technical Prod.
13235	Chemical Storage Tanks	Ryan Process, Inc.

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: Sandra L. Osborn

Signature: 

Company Name: Division 5-15, A California Corporation

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.

October 13, 2016

Date

Sandra L. Osborn

Name

President

Signatory Title

Division 5-15, A California Corporation

Company Name

768505

CA Contractor License No.

A,B,C4,C20,C23,C36,C51 and C60

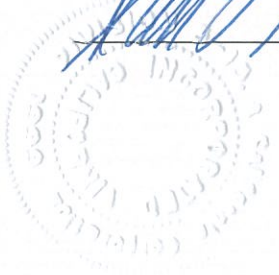
License Classification

September 30, 2016

License Expiration Date

Signature:





NON-COLLUSION AFFIDAVIT

I, Sandra L. Osborn, being first duly sworn, deposes and says that he is President of Division 5-15, A California Corporation 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 Division 5-15, A California Corporation

Signature 

Name Sandra L. Osborn

Title President

Dated October 13, 2016

INFORMATION REQUIRED OF BIDDERS

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 Division 5-15, A California Corporation, 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:

Hampton Village Water Treatment Plant Improvements 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 150 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 Two Hundred Fifty Two Thousand Five Hundred Fifteen Dollars (\$252,515). 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

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.

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>_____ Best Best & Krieger LLP</p> <p>Ann Siprelle _____ Name</p> <p>General Counsel _____ Title</p>	<p>DIVISION 5-15, A CALIFORNIA CORPORATION</p> <p>By:</p> <p>_____ Signature</p> <p>Sandra L. Osborn _____ Name</p> <p>President _____ Title</p> <p>768505 _____ License Number</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

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.

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)

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.

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.

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.

- 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

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.

- 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 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 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 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.

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.

- 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.

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 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

Permit Compliance. The Contractor shall comply with the District's National Pollutant Discharge Elimination System (NPDES) Permit No. CAG995001 issued by the Regional Water Quality Control Board in association with Low Threat General Waste Discharge Order No. R5-2008-0081-059.

- a. **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 any costs for complying with the Permits.

- b. **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.
- c. **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 therefro
- d. **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 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 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 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 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.

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 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 subcontract 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 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.

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 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. 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 Director's 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 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 hereto 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. 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.
- e. Contractor shall pass down the insurance obligations contained herein to all tiers of sub-contractors working under this Contract.

ARTICLE 41. 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.
- 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 42. 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. 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 43. 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 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 44. 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.
- 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 45. 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.

ARTICLE 46. 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 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 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 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 47. 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 48. 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.

ARTICLE 49. 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 50. 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.
- 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 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 51. 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 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.

ARTICLE 52. 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.

ARTICLE 53. 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 54. 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 55. 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 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 56. 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 57. 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 58. 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 59. 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.

ARTICLE 60. 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 61. 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 62. 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 63. 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.
- 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 64. 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 65. 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 66. 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.

SPECIAL CONDITIONS

"ARTICLE 67 SHALL BE ADDED TO THE GENERAL CONDITIONS TO READ AS FOLLOWS:

ARTICLE 67. 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.

- 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 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.”

DRAWINGS & TECHNICAL SPECIFICATIONS

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

1. G-1 TITLE SHEET, INDEX OF DRAWINGS AND LOCATION MAPS
2. G-2 STANDARD ABBREVIATIONS, SYMSBOLS AND GENERAL NOTES
3. G-3 GENERAL FLOW SCHEMATIC
4. C102 SITE PLAN
5. C103 CIVIL DETAILS
6. M051 MECHANICAL DETAILS – 1
7. M052 MECHANICAL DETAILS – 2
8. E01 ELECTRICAL SYMBOLS AND ABBREVIATION
9. E02 EXISTING MOTOR CONTROL CENTER ONELINE DIAGRAM AND PANEL SCHEUDLE
10. E50 ELECTRICAL DETAILS
11. E101 EXISTING ELECTRICAL FLOOR PLAN
12. I01 PROCESS AND INSTRUMENTATION SYMBOLS AND ABBREVIATIONS
13. I02 EXISTING PROCESS AND INSTRUMENTATION DRAWING
14. I03 EXISTING PROCESS AND INSTRUMENTATION DRAWING
15. I04 PROCESS AND INSTRUMENTATION DRAWING
16. I05 PROCESS AND INSTRUMENTATION DRAWING
17. I20 EXISTING CONTROL SYSTEM COMMUNICATION BLOCK DIAGRAM

PART B – TECHNICAL SPECIFICATIONS

HAMPTON VILLAGE WATER TREATMENT PLANT IMPROVEMENTS
PROJECT

October 26, 2016

TO: Chairman and Directors of the Florin Resource Conservation District

FROM: Stefani Phillips, Human Resources Administrator

SUBJECT: **FLORIN RESOURCE CONSERVATION DISTRICT/ELK GROVE WATER DISTRICT GIS CLASSIFICATION AND SALARY STUDY**

RECOMMENDATION

It is recommended that the Florin Resource Conservation Board of Directors adopt Resolution No. 10.26.16.01 approving the Florin Resource Conservation District/Elk Grove Water District GIS Classification and Salary Study and authorizing changes to the Florin Resource Conservation District's Organization Chart and the Elk Grove Water District Salary Schedule.

- i. Create a new position of GIS Technician II
- ii. Eliminate the GIS Technician I from the Florin Resource Conservation District Organization Chart
- iii. Modify the Florin Resource Conservation District Organization Chart to add the position of GIS Technician II
- iv. Amend the Florin Resource Conservation District/Elk Grove Water District Salary Schedule to incorporate the GIS Technician II position.

Summary

In June 2016, the Florin Resource Conservation District/Elk Grove Water District (FRCD/EGWD) retained CPS HR Consulting (CPS HR) to develop a classification specification and conduct a base salary study for its proposed GIS Technician I classification.

The purpose of the evaluation is to focus on the current job duties relative to the actual duties being performed by the individual in the GIS Technician I position. The GIS Classification and Salary Study (Study) (Attachment 1) provides recommendations, which are included in the recommended actions above.

If approved, the Board would create one new GIS Technician II position to be added to the organization chart and amend the salary schedule to include the new position.

**FLORIN RESOURCE CONSERVATION DISTRICT/ELK GROVE WATER DISTRICT
GIS CLASSIFICATION AND SALARY STUDY**

Page 2

DISCUSSION

Background

At the beginning of the year 2016, the General Manager became concerned that the District may be using the GIS Technician I in ways not consistent to the duties and responsibilities listed in the job description. After conferring with the supervisor of the GIS Technician I and the Human Resources Administrator, the General Manager requested that CPS HR Consulting perform a classification and salary study.

The Study was presented to the full Board at the Special Meeting of the FRCD on September 26, 2016 and the Board requested the item be brought back at the FRCD Regular Meeting in October.

Present Situation

The attached Study is now complete and presented to the Board for your consideration.

This Study recommends the following actions:

1. Create a new position of GIS Technician II.

The newly proposed position would create a higher degree of depth and support in the Technical Services Department. CPS HR has reviewed comparable positions with other organizations and is recommending that the salary range for this position be set at Grade 55.

2. Eliminate the GIS Technician I position from the FRCD Organization Chart.

If the new position of GIS Technician II is approved, the position of GIS Technician I will not be a necessary role for the District. For this reason, the position of GIS Technician I should be eliminated from the FRCD Organization Chart.

3. Modify the FRCD Organization Chart to add the position of GIS Technician II.

The newly proposed position will report to the Assistant General Manager in the Technical Services Department as seen on the attached FRCD Organization Chart (Attachment 2).

**FLORIN RESOURCE CONSERVATION DISTRICT/ELK GROVE WATER DISTRICT
GIS CLASSIFICATION AND SALARY STUDY**

Page 3

4. Amend the Florin Resource Conservation District/Elk Grove Water District Salary Schedule to incorporate the GIS Technician II.

Each year, as part of the budget process, the Board is requested to approve a new salary schedule. If the new position is approved, then the FY 2016-17 Salary Schedule (Attachment 3) should be amended to reflect this change.

STRATEGIC PLAN CONFORMITY

The Florin Resource Conservation District/Elk Grove Water District 2012-2017 Strategic Plan contains numerous goals for both the FRCD and the EGWD. The actions listed above comply generally with all of the District's values identified in the Strategic Plan and specifically with the EGWD goal of succession planning under the challenge of Workforce Development

FINANCIAL SUMMARY

The actions listed above will increase the Elk Grove Water District's annual salary and benefit costs by approximately \$3,627 per year.

Respectfully Submitted,



STEFANI PHILLIPS
HUMAN RESOURCES ADMINISTRATOR

Attachments

RESOLUTION NO. 10.26.16.01

RESOLUTION OF THE FLORIN RESOURCE CONSERVATION BOARD OF DIRECTORS APPROVING THE FLORIN RESOURCE CONSERVATION DISTRICT/ELK GROVE WATER DISTRICT GIS CLASSIFICATION AND SALARY STUDY AND AUTHORIZING ASSOCIATED CHANGES TO THE FLORIN RESOURCE CONSERVATION DISTRICT'S ORGANIZATION CHART AND ELK GROVE WATER DISTRICT SALARY SCHEDULE

WHEREAS, the District retained CPS HR Consulting to perform a classification and salary study to evaluate the GIS Technician II position for the Florin Resource Conservation District/Elk Grove Water District; and

WHEREAS, CPS HR Consulting has prepared the Florin Resource Conservation District/Elk Grove Water District GIS Classification and Salary Study ("Study") providing recommendations; and

WHEREAS, the General Manager and Human Resources Administrator have received and reviewed the Study; and

WHEREAS, based on their review of the Study and the organizational needs, the General Manager and Human Resources Administrator recommend various changes to the Florin Resource Conservation District Organization Chart and Elk Grove Water District Salary Schedule; and

WHEREAS, the General Manager and Human Resources Administrator hereby recommends approval of the Study and changes to the Florin Resource Conservation District Organization Chart and Elk Grove Water District Salary Schedule.

NOW, THEREFORE, BE IT RESOLVED that the Florin Resource Conservation District Board of Directors, hereby:

1. Approve the Study; and
2. Authorize the following changes to the Florin Resource Conservation District Organization Chart and Elk Grove Water District Salary Schedule:
 - i. Create a new position of GIS Technician II
 - ii. Eliminate the GIS Technician I from the Florin Resource Conservation District Organization Chart
 - iii. Modify the Florin Resource Conservation District Organization Chart to add the position of GIS Technician II
 - iv. Amend the Florin Resource Conservation District/Elk Grove Water District Salary Schedule to incorporate the GIS Technician II position.

PASSED, APPROVED, AND ADOPTED this 26th day of October 2016.

AYES:
NOES:
ABSENT:
ABSTAIN:

Chuck Dawson
Chairman of the Board of Directors

ATTEST:

Stefani Phillips
Secretary to the Board of Directors

Florin Resource Conservation District/ Elk Grove Water District

GIS Classification and Salary Study

August 24, 2016

SUBMITTED BY:

Brian G. Moritsch
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CPS HR Consulting
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I. Background

In June 2016, the Florin Resource Conservation District/Elk Grove Water District (FRCD/EGWD) retained CPS HR Consulting (CPS HR) to develop a classification specification and conduct a base salary study for its proposed GIS Technician I classification. There was one incumbent in the classification when this study was initiated. In June 2016, the CPS HR Project Manager met with the FRCD/EGWD HR Manager and Assistant General Manager to discuss the proposed project. Although the position is currently classified as a GIS Technician I position, the FRCD/EGWD believed the current incumbent may be working out of class and performing duties that were more advanced than those listed in the position description. It was determined that the best course of action would be to survey comparable agencies in California to: (1) develop a GIS classification series consisting of GIS Technician I and GIS Technician II classifications; and (2) to reclass the current incumbent into the classification that best reflects the types and levels of work duties that he is currently performing.

II. Review of the Individual Position

To review the current GIS Technician I position, CPS Consultants obtained information from the following sources: (1) the current FRCD/EGWD Classification Specification for the GIS Technician I position; (2) a Position Description Questionnaire (PDQ); and (3) a job evaluation interview with the incumbent. Each of these is described in more detail below.

FRCD/EGWD Classification Specification for the GIS Technician I position

The GIS Technician I Classification Specification was last revised in February 2014; a copy of the classification specification is included in [Appendix A](#). The GIS Technician I is best identified as an entry-level position. The education and experience requirements associated with the position do not require previous experience working as a GIS professional. The only prerequisite knowledge required upon being hired is: (1) ESRI-based GIS software and its applications and other relevant software, programs and databases and their uses; and (2) database design, maintenance and administration.

Position Description Questionnaire

The 16-page PDQ evaluates: essential job functions; budgetary responsibility; supervision given and received; decision making responsibility; knowledge, skills, and abilities; and minimum job requirements. A copy of incumbent Travis Franklin's completed PDQ is included in [Appendix B](#). To

maintain the integrity of the classification process, the employee's supervisor reviewed and signed the PDQ to affirm that all pertinent information was captured. The employee's Supervisor was allowed to provide input/comments on any inaccurate information provided by the employee by so stating within the relevant section of the PDQ, however, he was not allowed to edit any of the PDQ content submitted by the employee. There were no differences of opinion between the employee and his supervisor on the job-related duties and responsibilities listed in the PDQ.

Job Evaluation Interview

A CPS Consultant thoroughly reviewed the incumbent's responses on the PDQ to obtain an understanding of the duties and responsibilities performed by the incumbent. The job evaluation interview questions were primarily developed based upon the results of the PDQ review. The purpose of the interview was to gain a greater understanding of the depth and complexity of the incumbent's current job duties. In July 2016, a CPS Consultant interviewed the GIS incumbent at the EGWD office in Elk Grove, California.

Evaluation of the Incumbent's Position

By combining the information obtained through the PDQ and interview processes, the CPS Consultant was able to determine that the duties being performed by the incumbent were at a much higher level of complexity than those listed in the GIS Technician I classification specifications. For example, an employee in the entry-level position would establish and manage the asset management database, whereby the current incumbent is also determining the projected lifespan of capital assets and generating projections on when assets will need to be replaced. This was just one example of where the current incumbent was not only collecting and managing data, but also performing complex analyses to formulate recommendations. The incumbent has been in the GIS Technician I classification for over two years and has clearly gained enough experience and responsibility to warrant being classified as a journey-level GIS Technician.

The next step in the GIS classification study was to compare all of the incumbent's job duties (the job duties listed on the current FRCD/EGWD GIS Technician I job description and the additional job duties identified through the PDQ and interview processes) to the job descriptions in comparable agencies to determine the appropriate classification level that the incumbent is performing at.

III. Identification of Comparable Classifications

When identifying comparable classifications, the intent is to provide general market trends by comparing the span of control; duties and responsibilities; and knowledge, skill, and ability (KSA) requirements to determine whether these are comparable enough to utilize as a match. With a balanced labor market and the use of whole job analysis, it is reasonable to assume that while some matches will have slightly higher responsibilities and some matches will have slightly lower responsibilities, the overall scope of duties and responsibilities of the combined matches will be balanced.

The FRCD/EGWD initially identified eight agencies to survey for comparable classifications. The eight agencies chosen were: Amador Water Agency, Carmichael Water District, Fair Oaks Water District, Sacramento Suburban Water District, Citrus Heights Water District, Calaveras County Water District, Rancho Murieta Community Services District, and the Diablo Water District. Of these agencies, the only agency to have a GIS classification is the Sacramento Suburban Water District. However, the Sacramento Suburban Water District GIS classification also performs the Information Technology (IT) functions within its agency, and is not a comparable match.

CPS HR Consultants conducted an agency search and identified five additional California agencies with comparable GIS classification series: City of Sacramento, Sacramento County, Cucamonga Valley Water District, Amador County, and the Rancho California Water District. Each agency had an entry-level position, a journey-level position, and a supervisor position. The titles of the GIS classifications located in each of comparable agencies are listed in Table 1.

CPS Consultants reviewed the classification specifications of the jobs listed in Table 1 to determine the classification level that most closely approximated those being performed by the incumbent. The first level in each of the series (City of Sacramento's GIS Specialist I, Sacramento County's Technician I, Cucamonga Valley Water District's GIS Technician I, Amador County's GIS Assistant, and the Rancho California Water District's GIS Analyst I) all stated that they were entry-level positions. Assignments to these entry-level positions are generally limited in scope whereby incumbents perform fundamental, homogeneous, and routine data entry, mapping, documentation, and related project work where solutions require a simple choice among related and established procedures. The mid-level positions in the series (City of Sacramento's GIS Specialist II, Sacramento County's Technician II, Cucamonga Valley Water District's GIS Technician II, Amador County's GIS Technician, and the Rancho California Water District's GIS Analyst II) are clearly delineated as the journey-level positions. These positions are all performing GIS tasks at a much higher level of complexity than those incumbents in the entry-level positions. The three highest levels in the series (City of Sacramento's GIS Specialist III, Cucamonga Valley Water District's GIS Analyst, Amador County's GIS Coordinator, and the Rancho California Water District's GIS Coordinator) all required that incumbent's supervise other GIS professionals. As supervision is

clearly not part of the FRCD/EGWD incumbent’s job, these positions were ruled out for comparison purposes.

**Table 1
Agencies Surveyed for Comparable GIS Classifications**

Agency	Classification Titles
City of Sacramento	GIS Specialist I GIS Specialist II GIS Specialist III
Sacramento County	GIS Technician I GIS Technician II
Cucamonga Valley Water District	GIS Technician I GIS Technician II GIS Analyst
Rancho California Water District	GIS Analyst I GIS Analyst II GIS Coordinator
Amador County	GIS Assistant GIS Technician GIS Coordinator

Based on the review of the GIS classification specifications from comparable agencies, it is apparent that the FRCD/EGWD incumbent is performing journey-level tasks and deserves to be reclassified into a higher level. As FRCD/EGWD currently does not have a GIS Technician II classification, a new classification specification for that position needed to be created.

IV. Development of the New GIS Technician II Classification Specifications

A review of all the comparable mid-level classifications illustrated that the primary difference between the entry-level and journey-level GIS Technician classifications is that the journey-level classification performs much of the same duties as the entry-level classification, only at a much higher level of complexity and with less supervision. CPS Consultants reviewed all of the information provided by the various sources (PDQ, incumbent interview, and comparable classification specifications) to determine the job duties, skills and abilities associated with the FRCD/EGWD GIS Technician II classification. Additionally, CPS Consultants determined that the GIS Technician II should have the following prerequisite education and experience:

- An Associate in Science degree in GIS, Geography, Information Systems, Civil Engineering, or a closely related field.
- Two years of experience in operating, maintaining, and implementing automated mapping and/or GIS systems.

A copy of the proposed classification specification for the FRCD/EGWD GIS Technician II position is included in [Appendix C](#).

Based on the review of all the information described above, CPS Consultants recommend that incumbent Travis Franklin be reclassified as GIS Technician II.

V. Salary Study Recommendations

The final step in the FRCD/EGWD GIS classification project was to determine the base salary of the newly created GIS Technician II classification. The two most common labor market salary indicators are:

- The labor market median represents the “middle” of the market. This is the data point at which half of the complete range of data is higher, and half of the complete range of data is lower. Within small data sets, the median data point is not skewed by high or low paying agencies in the market; thus, eliminating the highest and lowest payers would not impact the median data point.
- The labor market mean is the arithmetic average data point for the complete range of data. High and low paying agencies can impact this data point if their values significantly deviate from the salaries being paid by the other agencies.

A review of the salaries for the comparable GIS classifications are compiled in Table 2.

Table 2
Base Salary Comparisons for the GIS Technician II Classification

Agency	Classification Title	Minimum Monthly Salary	Maximum Monthly Salary
City of Sacramento	GIS Specialist II	\$5,326.37	\$7,526.02
Cucamonga Water District	GIS Technician II	\$4,834.00	\$6,285.00
Sacramento County	GIS Technician II	\$4,118.66	\$4,992.06
Rancho California Water District	GIS Analyst II	\$5,876.68	\$7,052.07
Amador County	GIS Technician	\$3,974.53	\$4,830.80
Median		\$4,834.00	\$6,285.00
Mean		\$4,826.05	\$6,137.19

The current salary level for the GIS Technician I classification is Grade 51 (\$56,181.80 - \$68,286.40/year or \$4,679.32 - \$5,690.53/month). The salary ranges for non-exempt classifications at FRCD/EGWD typically have five steps each, with a 5% increase between each of the steps. When classifications are in series, the starting salary of the second FRCD/EGWD classification in the series is typically the middle (or third) step of the first classification in the series. If FRCD/EGWD were to keep consistent with this practice, then the GIS Technician II classification would receive salary Grade 55 (\$61,942.40 - \$75,275.20/year or \$5,161.87 - \$6,272.93/month). This salary is comparable to the median salary identified in the salary survey. Therefore, the CPS Consultant recommends that the newly created GIS Technician II classification be assigned a pay grade of 55.

Appendix A

FRCD/EGWD GIS Technician II Classification Specifications

ELK GROVE WATER DISTRICT

JOB DESCRIPTION

*Elk Grove Water District is an equal opportunity employer.
Employment is at-will.*

POSITION:	GIS Technician I
DEPARTMENT:	Technical Services
DIRECTLY REPORTS TO:	Assistant General Manager or Associate Civil Engineer
FLSA:	Non-Exempt
DIRECTLY SUPERVISES:	N/A
ADDITIONAL DUTIES:	Duties as assigned
JOB DESCRIPTION DATE:	April 2, 2010
JOB DESCRIPTION REVISION:	August 2, 2016

Job Definition

Under direction of the Assistant General Manager or Associate Civil Engineer, the GIS Technician I performs a variety of technical related functions that include maintaining and developing the District's GIS system; managing and developing the District's asset management program; maintaining and developing the District's water model; gathering data in the field for GIS, the asset management program and the water model; working closely with field personnel to assist with the gathering of data; providing construction inspection of District projects; providing technical support to District operations; and performing other work-related functions as required.

Examples of Duties:

- Develop the District's GIS base map to accurately reflect District infrastructure.
- Work with field personnel to assist with the development of the District's GIS base map, asset management program and water model.
- Develop the GIS system so that it becomes the central repository of all infrastructure-related information.
- Develop the District's asset management program on a GIS platform that interfaces with Cityworks.
- Develop case scenarios using water modeling software to analyze how the District's water system responds.
- Perform construction inspections to ensure that projects are built according to plans and specifications.
- Provide technical support and perform other functions as assigned to support all District operations.
- Perform other work-related functions as required.

Ability to:

- Manage multiple projects and priorities.
- Work independently with minimal supervision.
- Communicate clearly and concisely, both orally and in writing.
- Analyze information and prepare a plan to render a desired outcome.
- Work collaboratively with co-workers and foster the team spirit.
- Collect data in field that accurately defines the District's water system.
- Prepare maps accurately on GIS; troubleshoot and resolve problems.
- Identify and interpret technical and numerical information.
- Make mathematic calculations with speed and accuracy.
- Prepare and present technical reports.
- Know and understand all aspects of the job.
- Observe and problem-solve operational and technical policy and procedures.
- Go out into the field, sometimes getting dirty, to perform field/project inspections
- Lift 90 lbs.
- Sit at a desk for long periods of time.
- Intermittently twist to reach equipment surrounding desk.
- Perform simple grasping and fine manipulation.
- Use telephone, write or use keyboard to communicate through written means.

Knowledge of:

- ESRI-based GIS software and its applications and other relevant software, programs and databases and their uses.
- Practices of database design, maintenance and administration.
- Cityworks computerized maintenance management system. (Desirable but not required.)
- InnoVize InfoWater water modeling software and its applications. (Desirable but not required.)

Desirable Education and Experience:

- High School diploma or equivalent.
- An Associate in Science degree in related area or three years of progressive experience involving technical studies.

License & Certification Requirements:

- Possess a valid Class C California Driver's License.

Appendix B

Position Description Questionnaire

Employees:

This PDQ is constructed so that you can complete it electronically and send it to your immediate supervisor for review by e-mail.

Before beginning, please rename and save this document to one of your file folders so you can locate it later, if needed. This will allow you to access the document if you find you are unable to complete the PDQ at one time.

1. Click on File, Save As.
2. Save the document in a file folder that you are familiar with and will be able to find again.
3. Please save this document using your name in the following naming convention:
firstname_lastname_PDQ_EGWD.doc
4. You may also attach additional information or pages if needed.

Please be sure to send your completed PDQ via e-mail as an attachment to your supervisor by Friday, June 17. If you complete it prior to this date, please forward it on to your supervisor sooner. If you have co-workers who perform duties identical to yours, you may work together to complete a group PDQ. However, if you do so, we request that each of you still submit a separate PDQ with only your name on it.

Supervisors:

Please review the PDQ after it is completed by the employee and answer the questions on the supervisory review page at the end of the document. It is important that you do not change any of the information submitted by the employee. If you have additional comments or concerns, please provide them on this page as needed. If you are a supervisor completing this PDQ for a vacant position, please save this document using your name in the following naming convention: **GIS Supervisor_PDQ_EGWD.doc**. If you have more than one vacant position, please make sure that each PDQ is named differently. After you have completed your part of the PDQ, please email the PDQ to classandcomp@cpsshr.us **no later than, Tuesday, June 21.**

Managers:

Please review the PDQ after it is completed by the supervisor and answer the questions on the manager review page at the end of the document. It is important that you do not change any of the information submitted by the employee or the supervisor. If you have additional comments or concerns, please provide them on this page as needed. After you have completed your part of the PDQ, please email the PDQ to bmoritsch@cpsshr.us **no later than, Thursday, June 23.**

Thank you for your participation. If you have any questions, please e-mail **Brian Moritsch** at bmoritsch@cpsshr.us or call **(916) 471-3339**.

Employee Name: Travis Franklin	Work Phone Number: (916) 585-9389
Work Location: 9715 Railroad St.	Work E-mail Address: tfranklin@egwd.org
Current Classification Title: GIS Technician I	Length of Time in Current Position: 24 months
Supervisor's Name: Bruce Kamilos	Supervisor's Classification Title: Assistant General Manager
Supervisor's Phone Number: (916) 585-9385	Supervisor's E-mail Address: bkamilos@egwd.org

EMPLOYEE'S STATEMENT

JOB SUMMARY

1. In three to five sentences, briefly describe the **major** purpose(s) and/or function(s) of your job.

For example:

One of the main purposes of the position is to review civil engineering plans for commercial development. Another is to generate plans for capital improvement, which includes survey work, engineering design, plan drafting, and costing.

Develops and maintains the District's GIS mapping system which includes analyzing and manipulating data in complex databases. Performs water modeling using the District's water modeling software, and analyzes the results. Maintains the District's asset management program which includes analyzing and manipulating data in complex databases. Provides technical support, under the direction of the Engineering Manager or Assistant General Manager, to other Divisions of the Elk Grove Water District.

ESSENTIAL FUNCTIONS: DUTIES AND RESPONSIBILITIES

2. This is the most important part of this questionnaire! Briefly and accurately number and describe your essential functions. As you provide a description of your essential functions, please use terms that anyone reviewing this form will be able to understand. Avoid abbreviated, vague, or abstract words, such as "assists", "handles", "keeps", or "prepares", unless you describe how you assist, what you prepare, etc. Be specific.

For example:

DO THIS!

- Receives, opens, time stamps, and distributes incoming mail
- Calculates, verifies, and posts billing amounts
- Maintains accurate records on the flow of input information, output records, machine operations, operator assignments, and staff time

DON'T DO THIS

- Assists in handling mail
- Prepares final billings
- Keeps records

ESSENTIAL JOB FUNCTIONS AND HANDOFFS

List the essential job functions you perform in order of their importance. Also, identify the name of who you get assignments from and the name of who you complete the work with, as related to each Essential Function. If you need more space, attach additional pages. Most jobs consist of 8-10 essential functions. However, you are welcome to attach additional information if you wish.

FREQUENCY

Provide the approximate percent of time you spend on each essential duty. The total of all percentages should equal 100 percent.

IMPORTANCE

1 = MINOR

2 = AVERAGE

3 = CRITICAL

Essential Functions		Frequency (% of time)	Importance	I get this work from:	I work with to complete:
2.1	Inputs, manipulates and analyzes data to develop and maintain the GIS mapping system. Uses advanced query functions to provide GIS results to support District operations. Uses GIS mapping equipment in the field to collect data for the GIS system. Creates and maintains online and mobile GIS solutions using programs like ArcGIS Online, Cityworks Map and InfraMap.	50	3	Bruce Kamilos	Independent
2.2	Develops spreadsheets to perform calculations used to support and analyze various aspects of the District's operations.	10	3	Bruce Kamilos	Independent
2.3	Inputs, manipulates and analyzes data to maintain the District's asset management program.	10	3	Bruce Kamilos	Independent
2.4	Inputs, manipulates and analyzes data to run the District's water model using water modeling software.	10	3	Bruce Kamilos	Independent
2.5	Reviews and analyzes construction drawings to integrate and keep current information in the District's GIS mapping system and to provide support to the District's operations crew in the field.	5	3	Bruce Kamilos	Independent
2.6	Performs inspection of new infrastructure for compliance with District standards.	5	2	Bruce Kamilos	Independent
2.7	Generates purchase orders to procure equipment, materials and specifications. Makes phone calls to vendors to solicit bids in the procurement of materials and equipment.	5	2	Bruce Kamilos	Independent

2.8	Performs various word processing tasks to support District's operations.	5	2	Bruce Kamilos	Independent
2.9					
2.10					
2.11					
2.12					
2.13					
2.14					
2.15					
2.16					
2.17					

2.18					
2.19					
2.20					
2.21					
2.22					

3. **Special tasks or other important duties:** List other tasks/duties not listed in Section 2 you perform occasionally as part of your job. If you need more space, attach additional pages.

Task / Duty		Frequency	List Estimated Time Spent in Hours/Week or Days/Month
3.1	Calculates and reports water conservation data to the State Water Board	Every month	1 day/month
3.2	Works with Operations personnel to develop best management practices to comply with State permit	One time	
3.3			
3.4			

4. **Tasks/duties added to the job in the last year:** List the task/duty number from Sections 2 and/or 3.

IMPACT AND SCOPE

5. **List services and/or any work products directly generated as a result of the tasks and duties you perform** (e.g., policies, guidelines, budgets, reports, letters, memos, computer-generated printouts, profit and loss statements, etc.). List the receiver of each of these services/work products.

Services/Work Product(s)	Receiver(s)
Reports generated from GIS data	Assistant General Manager/General Manager
Water modeling computer-generated printouts	Assistant General Manager
Letters and memos	Assistant General Manager

6. **Boards, Commissions, and/or Standing Committees:** List Boards, Commissions, and/or Standing Committees to which you are assigned as part of the duties of your position and indicate your participatory role by checking the appropriate box.

Board / Commission / Committee	Role			
	Chair	Member	Executive Officer	Staff Support
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7. **Internal contacts:** List persons within the organization, other than your direct supervisor and any direct subordinates, with whom you have regular contact while performing the duties of your position. Briefly describe the purpose for these contacts and the frequency of their occurrence.

Contact	Purpose	Frequency
Steve Shaw, Treatment Supv.	Data-driven support for Operations	Daily
Richard Salas, Dist. Supv.	Data-driven support for Operations	Daily
Jose Carillo, Dist. Supv.	Data-driven support for Operations	Daily

8. **External contacts:** List any contacts you regularly make with persons who are external to the organization while performing the duties of your position. Describe the purpose of those contacts and the frequency of their occurrence.

Contact	Purpose	Frequency
Amy Talbot	Data Reporting for Water Conservation Targets	Monthly

9. **Authority:** What level of authority does your position have to ensure compliance with laws, codes, and standards?

For example:

- I can halt construction work if I find it out of compliance with standards.
- I issue warnings to residents. After two warnings, I initiate legal action by...
- I arrest individuals breaking the law.

Not applicable

What corrective action do you take if there's noncompliance or substandard conditions are detected? What options do you have?

Not applicable

10. **Budget:** Do you have any duties and responsibilities in the organization budget process (e.g., plan, model, prepare, review, monitor, approve, etc.)?

YES NO

If yes, describe your duties and responsibilities below:

Amount of operating budget for which you are responsible, if any \$ _____

11. **Project budgets:** Do you have any capital budget responsibilities (e.g. plan, prepare, monitor, approve, etc)?

YES NO

If yes, please list the project and describe your role/duties and size of budget:

Name of Project	Your Role/Duties	Project \$ Amount

SUPERVISION / DIRECTION

12. **Supervision/Direction received:** Please select **one** of the following type and amount of supervision that best describes the type and amount of supervision that your position receives.

- My supervisor frequently checks my job activities.
- I work alone on routine or regular work assignments and check with my supervisor on non-routine assignments or when in doubt as to the correct procedures to follow.
- I receive occasional supervision while working toward a definite objective that requires use of a wide range of procedures. I plan, and/or determine specific procedures or equipment required to meet assigned objectives, and I solve non-routine problems. I refer only unusual matters to my supervisor.
- I work from broad policies and towards general objectives. I refer specific matters to superior(s) only when interpretation or clarification of organizational policies is necessary.
- I work from general directives or broadly defined missions of the organization.

From whom do you receive work assignments?

Bruce Kamilos
Name

Assistant General Manager
Title

Name

Title

How is your work checked in order to discover/eliminate errors?

From my supervisor's reviews.

13. **Supervision/direction given:** Do you directly supervise employees?

YES NO

Indicate the total number of employees supervised directly: _____ and indirectly: _____

14. **Supervision/direction given:** Do you perform "Lead" duties?

(Lead duties generally include training and providing ongoing guidance to staff; assigning and monitoring work; and assisting in providing information to the supervisor in areas such as employee selection, performance evaluations, and coverage schedules. Lead workers are typically not responsible for hiring/firing, corrective action, or preparing performance evaluations though they provide input for the evaluations.)

YES NO

15. List the employees you directly supervise or lead (include name, classification, and status). If you supervise or lead more than ten employees, you may list only the job titles and number of people supervised:

STATUS **FTE = Full-time employee**
PT = Part-time/Intermittent employee
TEMP = Temporary or Contract employee

Name	Job Title	FTE	PT/TEMP
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

16. **What type of supervision/lead do you provide?** Please select all of the supervisory/lead duties you perform, the level of your authority, and indicate whether you perform this activity for employees, non-employees (e.g. contractors), or both.

Duty	No Authority	Recommend	With Prior Approval	On Own Authority	Employee or Non-Employee
Train others	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>	
Hire employees	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Plan and/or schedule work for others on specific projects	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Plan and/or schedule work for others on a daily basis	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Assign or delegate work to others on specific projects	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Assign or delegate work to others on a daily basis	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Monitor work of others on specific projects or on a daily basis (please specify)	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Establish rules, procedures, and/or standards	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>	
Approve overtime and/or leave	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Evaluate performance	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Take corrective action	<input type="checkbox"/>	X	<input type="checkbox"/>	<input type="checkbox"/>	
Resolve complaints and/or grievances	X	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

PLANNING/DECISION MAKING

17. If you develop or assist in developing policies or procedures for your functional area, or the organization as a whole, describe this activity below:

Provides input on procedures for compliance with State waste discharge permit and backflow protection program.

18. List any formal guidelines, standards, regulations, etc. within which your job must be performed. Are there conflicting guidelines? How do you resolve such conflicts? Do guidelines change frequently? Please give an example.

Job Description – GIS Technician I

19. Describe the kinds of decisions or problems that occur on a regular basis that you:

a. Approve or resolve on your own:

Most matters related to the proper functioning of the GIS mapping system.

b. Refer upward to your supervisor or manager:

Matters related to compliance with permits and standards.

KNOWLEDGE / SKILLS / ABILITIES

20. **List the types of knowledge, skills, and abilities your job requires.** (For example, if you were recruiting to fill jobs identical to yours, what knowledge, skills, and abilities would you expect a job applicant to have to be competent on the first day on the job?)

a. Knowledge of:

GIS concepts and theories, MS Office suite, databases and geo-databases, water modeling, GPS equipment, construction drawings

b. Skill in:

Database management and geo-database management, customer service, MS Excel, ESRI software platform (ArcMap, Arc Catalog, ArcGIS Online), communication, cartography

c. Ability to:

Maintain and update GIS database, analyze data and present it in a understandable manner, self-teach, conduct research, problem solve, prioritize and meet monthly deadlines, maintain and optimize workflow of mobile GIS solutions, be professional.

21. **Education / work experience:** Describe any education and/or previous work experience required to perform your job. (For example, what type of background would you expect a successful job applicant to have?)

Bachelor degree or higher in geography or GIS related field

22. What licenses or certificates are required by your job?

Does the job require a CLASS B Driver's License?

YES NO

List any other licenses or certificates required by law or your employer to perform your job.

License or Certificate	Required by:	
	Law	Employer
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

23. Do any other employees perform duties identical to yours? If so, list their names and titles.

Employee	Title

EMPLOYEE STATEMENT CONCLUSION

If there are other aspects of your job not covered in this questionnaire that are important in understanding your job content please describe below.

Communication and professionalism is a big part of this job. Being able to communicate with everyone from field staff to the general manager and board members in a clear and professional manner is very important. Everyone is a customer and communicating effectively allows me to create a better GIS product for everyone.

X By checking this box, I certify that I am the individual named below who has completed this questionnaire.

Travis Franklin

6/22/2016

Incumbent's Name

Date

Thank you for your cooperation and time spent completing this questionnaire!

Please send this completed PDQ to your Supervisor no later than Friday, June 17th

IMMEDIATE SUPERVISOR'S STATEMENT

Review this employee's questionnaire carefully to see that it is accurate and complete. Then fill out Items 1-5 below. Do not fill in these items unless you supervise the employee directly. Your certification below means that you accept responsibility for the accuracy and completeness with which the entire questionnaire describes the duties and responsibility of the job. If the Employee's Statement does not express your view of the duties, responsibilities and essential functions that you have assigned the employee, please clarify or elaborate below. **Please allow your employees to review your responses if they request to see them.**

There are two essential cautions you should observe:

- Under no circumstances should you change or alter the employee's entries in Employee's Statement.
- Do not make any statements or comments about the employee's work performance, competence, or qualifications. This questionnaire will be used to evaluate the duties that constitute the **position**, not the performance or qualifications of the **employee**.

1. Does the description of the job as given by the employee accurately reflect the tasks, duties, and responsibilities that are actually required of this position? If not, please clarify.

Yes

2. Do you agree with the other information given by the employee? If not, please clarify.

Yes

3. How long of an on-the-job learning program is typically required to reach a full-range level?

This depends on the individual's aptitude. For an individual with excellent aptitude, it would take approximately two years.

4. What additional information should be considered in evaluating the appropriate classification for this position?

n/a

5. Is reorganization or other changes planned or taking place in your organization that will impact the content or level of this job?

No

X By checking this box, I certify that I supervise the employee who has completed this questionnaire.

Bruce Kamilos

6/22/16

Assistant General Manager

Supervisor's Name

Date

Title

bkamilos@egwd.org

(916) 585-9385

Email address

Phone #

Please send this completed PDQ to your Manager no later than Tuesday, June 21

MANAGEMENT REVIEW

Please review the instructions for the Immediate Supervisor on the previous page.

There are two essential cautions you should observe:

- Under no circumstances should you change or alter the employee’s entries in Employee’s Statement.
- **Do not make any statements or comments about the employee’s work performance, competence, or qualifications. This questionnaire will be used to evaluate the duties that constitute the position, not the performance or qualifications of the employee.**

Since you will not be able to sign this document it is critical that you check the appropriate box and provide comments as appropriate to confirm that you have reviewed it.

Do you agree with the other information given by the employee and/or immediate supervisor? YES NO

If not, please clarify:

	6-22-16	(916) 685-3556
Manager’s Name	Date	Work Phone #

Please save and send this completed PDQ to bmoritsch@cpsgr.us no later than Thursday, June 23.

Appendix C

Proposed GIS Technician II Classification Specifications

ELK GROVE WATER DISTRICT

JOB DESCRIPTION

*Elk Grove Water District is an equal opportunity employer.
Employment is at-will.*

POSITION: **GIS Technician II**
DEPARTMENT: Technical Services
DIRECTLY REPORTS TO: Associate Civil Engineer
FLSA: Non-Exempt
DIRECTLY SUPERVISES: N/A
ADDITIONAL DUTIES: Duties as assigned
JOB DESCRIPTION DATE: August 1, 2016

Job Definition

Under direction of the Associate Civil Engineer, the GIS Technician II performs a variety of technical related functions that include maintaining and developing the District's GIS mapping system; managing and developing the District's asset management program; maintaining and developing the District's water model; gathering data in the field for GIS, the asset management program and the water model; working closely with field personnel to assist with the gathering of data; providing construction inspection of District projects; generating district maps and data reports; providing technical support to District operations; and performing other work-related functions as required. GIS Technician II is the journey-level class in the GIS series. Job duties in this class are distinguished from the GIS Technician I classification by the greater complexity of assignments and the greater independence with which the incumbent is expected to operate.

Examples of Duties:

- Develop the District's GIS base map to accurately reflect District infrastructure.
- Work with field personnel to assist with the development of the District's GIS base map, asset management program, and water model.
- Develop the GIS system so that it becomes the central repository of all infrastructure-related information.
- Consult standard maps of cities, railroads, subdivision plots and highways in order to prepare new maps and update existing maps used for plotting water lines and facilities.
- Generate district maps and tables using GIS data.
- Develop the District's asset management program on a GIS platform that interfaces with Cityworks.
- Develop case scenarios using water modeling software to analyze how the District's water system responds.
- Perform construction inspections to ensure that projects are built according to plans and specifications.
- Determine the projected lifespan of capital assets and generate projections on when assets will need to be replaced.
- Provide technical support and perform other functions as assigned to support all District operations.

- Perform other work-related functions as required.

Ability to:

- Manage multiple projects and priorities.
- Develop, maintain, and update various databases, including geo-databases.
- Read maps (cartography).
- Work independently with minimal supervision.
- Communicate clearly and concisely, both orally and in writing.
- Analyze information and prepare a plan to render a desired outcome.
- Work collaboratively with co-workers and foster the team spirit.
- Collect data in field that accurately defines the District's water system.
- Prepare maps accurately on GIS; troubleshoot and resolve problems.
- Identify and interpret technical, numerical, and statistical information.
- Make mathematic calculations with speed and accuracy.
- Prepare and present technical reports.
- Observe and problem-solve operational and technical policy and procedures.
- Go out into the field, sometimes getting dirty, to perform field/project inspections
- Lift 90 lbs.
- Sit at a desk for long periods of time.
- Intermittently twist to reach equipment surrounding desk.
- Perform simple grasping and fine manipulation.
- Type of a computer keyboard.

Knowledge of:

- GIS concepts, theories, and equipment.
- ESRI-based GIS software (including ArcMap, ArcCatalog, and ArcGIS Online) and its applications and other relevant software, programs and databases and their uses.
- Database design, maintenance, and administration.
- Cityworks computerized maintenance management system.
- Innovyze InfoWater water modeling software and its applications.

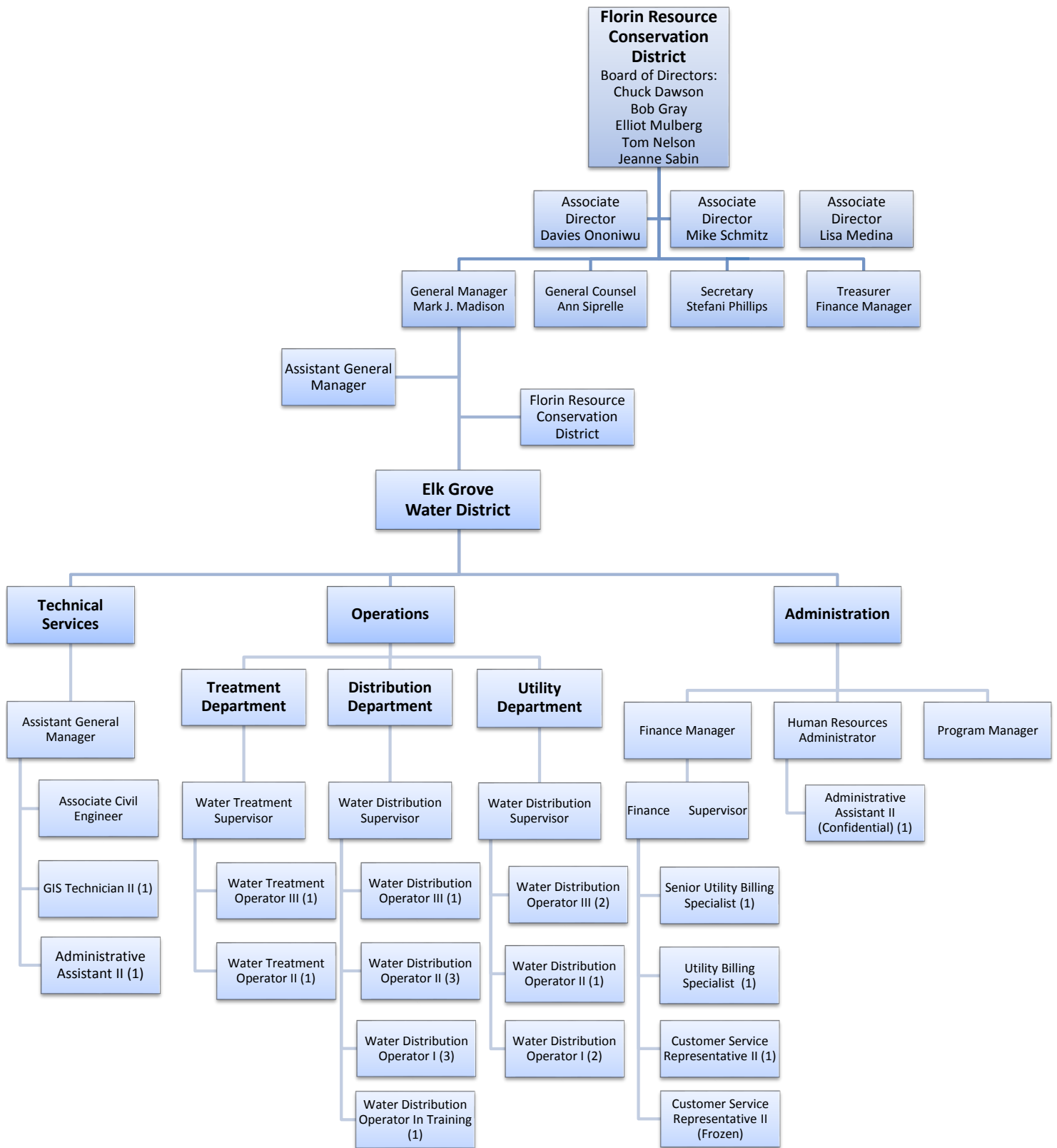
Desirable Education and Experience:

- An Associate in Science degree in GIS, Geography, Information Systems, Civil Engineering, or a closely related field.
- Two years of experience in operating, maintaining, and implementing automated mapping and/or GIS systems.

License & Certification Requirements:

- Possess a valid Class C California Driver's License.

Florin Resource Conservation District Organization Chart



ELK GROVE WATER DISTRICT
Position Grade & Salary
As of July 1, 2016

Position	Grade	Beginning	Ending
		Salary	Salary
General Manager	---	\$ 187,405	N/A
Assistant General Manager	82	\$ 121,264	\$ 147,389
Finance Manager	79	\$ 112,674	\$ 136,947
Operations Manager	75	\$ 102,190	\$ 124,218
Finance Supervisor	71	\$ 92,706	\$ 112,674
Human Resources Administrator	70	\$ 90,480	\$ 109,990
Associate Civil Engineer	69	\$ 88,275	\$ 107,307
Program Manager	69	\$ 88,275	\$ 107,307
Management Analyst	66	\$ 82,077	\$ 99,757
Financial Services Specialist II	62	\$ 74,443	\$ 90,480
Human Resources Specialist	62	\$ 74,443	\$ 90,480
Operations Foreman	60	\$ 70,907	\$ 86,174
Water Distribution Supervisor	60	\$ 70,907	\$ 86,174
Water Treatment Supervisor	60	\$ 70,907	\$ 86,174
Water Utility Supervisor	60	\$ 70,907	\$ 86,174
Financial Services Specialist I	56	\$ 64,314	\$ 78,166
Senior Utility Billing Specialist	56	\$ 64,314	\$ 78,166
Water Distribution Operator III	56	\$ 64,314	\$ 78,166
Water Treatment Operator III	56	\$ 64,314	\$ 78,166
Water Utility Operator III	56	\$ 64,314	\$ 78,166
Engineering Technician I	52	\$ 58,323	\$ 70,907
GIS Technician I	51	\$ 56,909	\$ 69,181
GIS Technician II	55	\$ 62,733	\$ 76,253
Water Distribution Operator II	51	\$ 56,909	\$ 69,181
Water Treatment Operator II	51	\$ 56,909	\$ 69,181
Water Utility Operator II	51	\$ 56,909	\$ 69,181
Conservation Coordinator	50	\$ 55,557	\$ 67,517
CIP Worker (Temporary)	46	\$ 50,398	\$ 61,256
Utility Billing Specialist	46	\$ 50,398	\$ 61,256
Water Distribution Operator I	46	\$ 50,398	\$ 61,256
Water Treatment Operator I	46	\$ 50,398	\$ 61,256
Water Utility Operator I	46	\$ 50,398	\$ 61,256
Administrative Assistant II	41	\$ 44,595	\$ 54,205
Customer Service Specialist II	37	\$ 40,435	\$ 49,150
Meter Reader	37	\$ 40,435	\$ 49,150
Operator in Training	37	\$ 40,435	\$ 49,150
Customer Service Specialist I	31	\$ 34,944	\$ 42,474

Intern II	24	\$	29,453	\$	35,818
Intern I	7	\$	19,448	\$	23,650

October 26, 2016

TO: Chairman and Directors of the Florin Resource Conservation District

FROM: Jim Malberg, Finance Manager/Treasurer

SUBJECT: **ELK GROVE WATER DISTRICT FISCAL YEAR 2016-17 QUARTERLY
OPERATING BUDGET STATUS REPORT**

RECOMMENDATION

This item is presented for discussion purposes only. No action is requested of the Board at this time.

Summary

Staff is presenting the quarterly budget status report for the first quarter of Fiscal Year 2016-17. This report is to keep the Board and the public informed on the financial status of the Elk Grove Water District.

DISCUSSION

Background

On June 22, 2016, the Board approved the Fiscal Year (FY) 2016-17 Elk Grove Water District (EGWD) Budget. The adopted FY 2016-17 EGWD Budget has total revenues of approximately \$13.746 million and total expenditures of approximately \$13.726 million, including deposits into the Repair and Replacement and Long-Term Capital Improvement Reserves of approximately \$1.70 million. In addition, the projected revenues in excess of expenditures of approximately \$19,415 will be utilized as operating reserves.

Present Situation

The following is a summary of the EGWD's financial status as of September 30, 2016:

ELK GROVE WATER DISTRICT FISCAL YEAR 2016-17 QUARTERLY OPERATING BUDGET STATUS REPORT

Page 2

Elk Grove Water District				
Revenues and Expenses Actual to Budget				
September 30, 2016				
	YTD	Annual	3/12=25.00%	%
	Activity	Budget	Variance	Realized
Revenues	\$4,187,158	\$13,745,658	(\$9,558,500)	30.46%
Salaries & Benefits	\$954,573	\$3,595,403	(\$2,640,830)	26.55%
Seminars, Conventions and Travel	\$7,384	\$44,570	(\$37,186)	16.57%
Office & Operational	242,504	\$1,045,589	(\$803,085)	23.19%
Purchased Water	\$887,514	\$2,922,734	(\$2,035,220)	30.37%
Outside Services	143,969	\$853,800	(\$709,831)	16.86%
Equipment Rent, Taxes, Utilities	90,141	\$384,813	(\$294,672)	23.42%
Total Operational Expenses	\$2,326,084	\$8,846,909	(\$6,520,825)	26.29%
Net Operations	\$1,861,074	\$4,898,749	(\$3,037,675)	4.17%
Non-Operating Revenue				
Interest Earned	1,336	100,000	(98,664)	1.34%
Other Income	8,436	26,566	(18,130)	31.75%
	9,772	126,566	(116,794)	7.72%
Non-Operating Expenses				
Capital Equipment & Expenditures	425,000	1,700,000	(1,275,000)	25.00%
Bond Interest Accrued	439,475	1,757,900	(1,318,425)	25.00%
	864,475	3,457,900	(2,593,425)	25.00%
Revenues in Excess of Expenditures (Net Revenues)	1,006,371	1,567,415	(561,044)	
Capital Contributions	425,000	1,700,000	(1,275,000)	25.00%
Capital Expenses				
Capital Improvements	156,701	1,384,000	(1,227,299)	11.32%
Capital Replacements	5,679	1,044,000	(1,038,321)	0.54%
Equipment	41,063	120,000	(78,937)	34.22%
Bond Retirement:	360,000	1,440,000	(1,080,000)	25.00%
Total Capital And Debt Retirement Expenditures	563,443	3,988,000	(3,424,557)	14.13%
Net Position after Capital and Debt Retirement	867,928	(720,585)		

**ELK GROVE WATER DISTRICT FISCAL YEAR 2016-17 QUARTERLY OPERATING
BUDGET STATUS REPORT**

Page 3

The first quarter of the fiscal year generally reflects the period in which the District's revenues are above budget due to the summer month's water consumption patterns. The same holds true for the Purchased Water and Utilities expenditures as they are driven by the consumption as well.

The revenues collected during the first quarter of the fiscal year total \$4,187,158 which is 30.5% of the \$13,745,658 annual budget. The revenues are \$588,807 or 16.4% above the same quarter of the prior year and this increase is primarily due to relaxed water conservation requirements.

Total Operational Expenses were \$2,326,084 for the quarter and 26.3% of the annual budget. The actual expenses were \$200,208 or 9.1% above the same quarter of the prior fiscal year as follows.

The first quarter personnel expenditures total \$954,573 which is 26.6% of the \$3,595,404 annual budget. The actual expenses were \$50,810 or 5.3% above the same period of the prior fiscal year. Please note that staff has transferred \$64,176 of personnel costs to capital projects. Staff has budgeted transfers of \$528,352 of personnel costs to be transferred to the CIP during the fiscal year.

The Seminars, Conventions and Travel expenditures total \$7,384 and this is 16.6% of the annual budget of \$44,570. The actual expenses were \$73 or 1.0% above the same period of the prior fiscal year.

The Office and Operational expenditures total \$242,504 and are at 23.2% of the annual budget of \$1,045,588. The actual expenses were \$8,516 or 3.4% below the same period of the prior fiscal year. Insurance expense decreased with the change in insurance providers due in part to the timing of when the District is billed. Permits increased significantly due to increases in fees related to the Sacramento Central Groundwater Authority which were offset by reductions in Software Programs & Updates.

Estimated Purchased Water costs total \$887,514 and are at 30.4% of the annual budget of \$2,922,734. The actual expenses were \$165,339 or 22.9% above the same period of the prior fiscal year. The increase is due to an increase in water consumption as well as an 18.4% increase in the cost of purchased from Sacramento County Water Agency (SCWA). There continue to be savings in purchased water cost because the District has not had to purchase supplemental water from SCWA.

**ELK GROVE WATER DISTRICT FISCAL YEAR 2016-17 QUARTERLY OPERATING
BUDGET STATUS REPORT**

Page 4

The Outside Services expenditures total \$143,969 during the first quarter of the fiscal year. This represents 16.9% of the annual budget of \$853,800. The actual expenses were \$26,485 or 15.5% below the same period of the prior fiscal year. The expenditures for Bank Charges has increased while expenditures for Contracted Services, Water Conservation Services, Accounting Services and Engineering Services have all decreased. Also, Bond Administration expenses have been reduced as a result of the bond refinancing's completed in FY 2014 and 2016.

The Equipment Rent, Taxes and Utilities expenditures total \$90,141 during the first quarter, and are at 23.4% of the annual budget of \$384,814. The actual expenses were \$18,987 or 26.7% above the same period of the prior fiscal year. The major expenditure in this category is the Electricity costs of \$79,703 which is \$16,696 above the same period of the prior fiscal year.

STRATEGIC PLAN CONFORMITY

This item conforms to the FRCD/EGWD's 2012-2017 Strategic Plan. Adoption and management of the annual EGWD budget is specifically identified as a goal in the financial stability challenge section of the Strategic Plan.

FINANCIAL SUMMARY

This report is provided to the Board for information only. There is no financial impact associated with this item at this time. Staff has attached a copy of the September 30, 2016 Quarterly Budget Review for the first quarter. The Quarterly Budget Review includes the line item detail for the expenditure categories for the quarter-to-date for FY 2016-17, as well as the detail for last year's quarter-to-date.

Respectfully submitted,



JIM MALBERG
FINANCE MANAGER/TREASURER

Attachment

**ELK GROVE WATER DISTRICT
QUARTERLY BUDGET REVIEW
THROUGH SEPTEMBER 30, 2016
FISCAL YEAR 2016-17**

Account Description	FY 2016-17 Budget	Y-T-D 9/30/2016	25.00% Percentage	Y-T-D 9/30/2015	Change from prior year
4100 Water Payment Revenues - Residential	\$11,929,493	3,448,044	28.90%	\$ 3,030,953	\$ 417,091
4110 Water Payment Revenues - Commercial	1,460,916	584,990	40.04%	454,120	130,870
4120 Water Payment Revenues - Fire Service	133,749	45,980	34.38%	31,951	14,029
4200 Meter Fees/Plan Check/Water Capacity	30,000	37,354	124.51%	3,032	34,322
4201 Backflow Installation	50,000	4,400	8.80%	28,103	(23,703)
4520 Door Hanger Fees	112,000	42,500	37.95%	34,775	7,725
4540 New account Fees	24,000	6,480	27.00%	6,690	(210)
4550 NSF Fees	2,500	490	19.60%	630	(140)
4570 Shut-off Fees	45,000	15,275	33.94%	9,800	5,475
4590 Credit Card Fees	8,000	2,245	28.06%	2,085	160
4900 Customer Refunds	(50,000)	(600)	1.20%	(3,786)	3,186
TOTAL GROSS REVENUES	\$ 13,745,658	\$ 4,187,158	30.46%	\$ 3,598,352	\$ 588,807

**ELK GROVE WATER DISTRICT
QUARTERLY BUDGET REVIEW
THROUGH SEPTEMBER 30, 2016
FISCAL YEAR 2016-17**

Account Description	FY 2016-17 Budget	Y-T-D 9/30/2016	25.00% Percentage	Y-T-D 9/30/2015	Change from prior year
Salaries & Benefits					
5100 Executive Salary	189,122	42,693	22.57%	41,656	1,037
5110 Exempt Salaries	605,166	126,239	20.86%	142,169	(15,930)
5120 Non-Exempt Salaries	1,471,750	354,617	24.09%	342,879	11,738
5130 Overtime Compensation	56,300	11,842	21.03%	13,377	(1,535)
5140 On Call Pay	18,250	4,700	25.75%	4,900	(200)
5150 Holiday Pay	117,743	18,488	15.70%	9,438	9,050
5160 Vacation Pay	115,933	39,048	33.68%	25,418	13,630
5170 Personal Time Pay	80,944	21,021	25.97%	22,040	(1,019)
5180 Internship Program	-	-	-	-	-
5200 Medical Benefits	704,084	149,223	21.19%	141,768	7,455
5195 EAP	960	197	20.56%	213	(15)
5210 Dental/Vision/Life Insurance	68,995	13,612	19.73%	13,793	(181)
5220 Retirement Benefits	374,713	201,726	53.83%	78,993	122,733
5225 Retirement Benefits - Post Employment	103,362	5,450	5.27%	6,049	(599)
5230 Medical Tax, Social Security and SUI	62,072	9,103	14.67%	9,727	(623)
5240 Worker's Compensation Insurance	112,612	20,216	17.95%	109,057	(88,841)
5250 Education Assistance	9,000	0	0.00%	3,910	(3,910)
5260 Employee Training	28,250	250	0.88%	1,979	(1,729)
5270 Employee Recognition	3,020	323	10.70%	575	(252)
5280 Meetings	1,480	0	0.00%	-	-
Less Capitalized Expenditures	(528,352)	(64,176)	12.15%		
Category Subtotal	3,595,404	954,573	26.55%	967,939	50,810

Account Description	FY 2016-17 Budget	Y-T-D 9/30/2016	25.00% Percentage	Y-T-D 9/30/2015	Change from prior year
Seminars, Conventions and Travel					
5300-20 Airfare	4,700	-	0.00%	0	-
5310-20 Hotels	10,700	1,371	12.82%	384	987
5320-20 Meals	6,200	754	12.15%	976	(223)
5330-20 Auto Rental	2,600	0	0.00%	517	(517)
5340-20 Seminars & Conferences	9,100	3,475	38.19%	3,890	(415)
5345-20 Seminars & Conferences - Board	3,820	0	0.00%	-	-
5350-20 Mileage Reimbursement, Parking, Tolls	1,450	284	19.58%	344	(60)
5375-20 Auto Allowance	6,000	1,500	25.00%	1,200	300
Category Subtotal	44,570	7,384	16.57%	7,311	73

**ELK GROVE WATER DISTRICT
 QUARTERLY BUDGET REVIEW
 THROUGH SEPTEMBER 30, 2016
 FISCAL YEAR 2016-17**

Account Description	FY 2016-17 Budget	Y-T-D 9/30/2016	25.00% Percentage	Y-T-D 9/30/2015	Change from prior year
Office & Operational					
5410 Advertising	35,500	1,049	2.96%	3,405	(2,355)
5415 Association Dues	97,552	40,193	41.20%	40,990	(797)
5420 Insurance	79,900	29,683	37.15%	73,508	(43,825)
5425 Licenses, Certifications, Fees	9,850	651	6.61%	320	331
5430 Repairs & Maintenance - Automotive	27,800	16,021	57.63%	5,318	10,703
5432 Repairs & Maintenance - Building	16,500	2,171	13.16%	1,057	1,114
5434 Repairs & Maintenance - Computers	22,150	11,814	53.34%	1,627	10,187
5435 Repairs & Maintenance - Equipment	63,350	9,087	14.34%	7,266	1,821
5438 Fuel	51,600	6,204	12.02%	7,382	(1,177)
5440 Materials	90,000	36,818	40.91%	19,820	16,998
5445 Chemicals	115,000	7,290	6.34%	3,019	4,271
5450 Meter Repairs	12,000	2,429	20.24%	1,944	486
5453 Permits	84,800	39,501	46.58%	2,810	36,691
5455 Postage	72,400	9,188	12.69%	10,555	(1,367)
5460 Printing	14,050	490	3.49%	788	(298)
5465 Safety Equipment	20,100	940	4.68%	2,169	(1,230)
5470 Software Programs & Updates	94,927	12,956	13.65%	48,216	(35,260)
5475 Supplies	36,800	2,651	7.20%	8,712	(6,061)
5480 Telephone	36,609	10,795	29.49%	8,319	2,476
5485 Tools	12,500	1,566	12.52%	1,893	(328)
5490 Clothing Allowance	10,200	1,008	9.88%	1,387	(379)
5491 EGWD-Other Clothing	12,000	0	0.00%	515	(515)
5493 Water Conservation Materials	30,000	0	0.00%	-	-
Category Subtotal	1,045,588	242,504	23.19%	251,020	(8,516)
Account Description					
5495 Purchased Water	2,922,734	887,514	30.37%	722,175	165,339

**ELK GROVE WATER DISTRICT
QUARTERLY BUDGET REVIEW
THROUGH SEPTEMBER 30, 2016
FISCAL YEAR 2016-17**

Account Description	FY 2016-17 Budget	Y-T-D 9/30/2016	25.00% Percentage	Y-T-D 9/30/2015	Change from prior year
Outside Services					
5505 Administration Services	1,500	280	18.67%	257	23
5510 Bank Charges	96,000	27,717	28.87%	18,473	9,244
5515 Billing Services	28,800	4,245	14.74%	4,272	(27)
5520 Contracted Services	292,800	77,874	26.60%	87,443	(9,570)
5523 Water Conservation Services	32,500	0	0.00%	5,724	(5,724)
5525 Accounting Services	35,000	10,368	29.62%	20,418	(10,050)
5530 Engineering	50,000	1,313	2.63%	6,626	(5,313)
5535 Legal Services	205,000	9,798	4.78%	5,163	4,636
5540 Financial Consultants	10,000	0	0.00%	-	-
5545 Community Relations	16,200	1,440	8.89%	5,609	(4,169)
5552 Misc. Medical	2,500	115	4.60%	-	115
5550 Pre-employment	10,000	155	1.55%	543	(388)
5555 Janitorial	6,300	2,125	33.73%	1,545	580
5560 Bond Administration	8,500	3,700	43.53%	8,517	(4,817)
5570 Security	23,700	1,683	7.10%	1,829	(146)
5575 Sampling	35,000	3,156	9.02%	3,286	(130)
5580 Board Secretary/Treasurer		0		750	(750)
Category Subtotal	853,800	143,969	16.86%	170,454	(26,485)
Account Description	FY 2016-17 Budget	Y-T-D 9/30/2016	25.00% Percentage	Y-T-D 9/30/2015	Change from prior year
Equipment Rent, Taxes and Utilities					
5610 Occupancy	-	-	-	-	-
5620 Equipment Rental	22,000	6,361	28.91%	2,856	3,505
5710 Property Taxes	1,500	63	4.20%	93	(30)
5720 Water	-	-	0.00%	-	-
5740 Electricity	334,814	79,703	23.81%	63,006	16,696
5750 Natural Gas	600	-	0.00%	25	(25)
5760 Sewer and Garbage	25,900	4,014	15.50%	5,173	(1,159)
Category Subtotal	384,814	90,141	23.42%	71,153	18,987
Total Operational Expenses	8,846,910	2,326,084	26.29%	2,190,052	200,208

October 26, 2016

TO: Chairman and Directors of the Florin Resource Conservation District

FROM: Jim Malberg, Finance Manager/Treasurer

SUBJECT: **ELK GROVE WATER DISTRICT FISCAL YEAR 2016-17 QUARTERLY CAPITAL RESERVE STATUS REPORT**

RECOMMENDATION

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

Summary

The total amount available for reserves at 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.

During the first quarter of Fiscal Year 2016-17, the District utilized \$203,443 for capital projects leaving a remaining total reserve balance at September 30, 2016 of \$11,092,329.

DISCUSSION

Background

On June 22, 2016, the Board approved the Fiscal Year (FY) 2016-17 Elk Grove Water District (EGWD) Capital Improvement Program (CIP) that included an appropriation of \$2,548,000 in unrestricted funds to the FY 2016-17 CIP reserve fund.

Present Situation

EGWD has appropriated Reserve Funds for FY 2016-17 as follows:

• Operations Reserves (120 days)	\$ 4,575,415
• FY 2016/17 Capital Improvement Fund	\$ 1,504,000
• FY 2016/17 Capital Replacement Fund	\$ 1,044,000
• Elections and Special Studies	\$ 120,000
• Future Capital Improvements	\$ 3,039,268
• Future Capital Replacements	<u>\$ 1,013,089</u>
	\$ 11,295,772

October 26, 2016

**ELK GROVE WATER DISTRICT FISCAL YEAR 2016-17 QUARTERLY CAPITAL
RESERVE STATUS REPORT**

Page 2

EGWD has expended \$203,443 for capital expenditures through September 30, 2016 as follows:

- Capital Improvement Fund
 - Service Line Replacements \$ 5,431
 - Railroad Corridor Water Line \$ 33,518
 - Hampton WTP Refurbishment \$ 13,960
 - Business Center/CSD Water Main \$ 95,992
 - Truck Replacements \$ 41,063
 - RRWTF Modular IT Center \$ 7,800
 - TOTAL \$ 197,764

- Capital Replacement Fund
 - Well Rehab Program \$ 4,703
 - RRWTF Tanks & Vessels Recoating \$ 976
 - TOTAL \$ 5,679

The EGWD remaining reserve fund balances as of September 30, 2016 are as follows:

- Operations Reserves (120 days) \$ 4,575,415
- FY 2016/17 Capital Improvement Fund \$ 1,306,236
- FY 2016/17 Capital Replacement Fund \$ 1,038,321
- Elections and Special Studies \$ 120,000
- Future Capital Improvements \$ 3,039,268
- Future Capital Replacements \$ 1,013,089
- TOTAL \$ 11,092,329

STRATEGIC PLAN CONFORMITY

This item conforms to the FRCD/EGWD's 2012-2017 Strategic Plan. Adoption and management of the annual EGWD budget is specifically identified as a goal in the financial stability challenge section of the Strategic Plan.

FINANCIAL SUMMARY

There is no financial impact with this report.

Respectfully submitted,



JIM MALBERG
FINANCE MANAGER/TREASURER

Attachment: Summary chart

ELK GROVE WATER RESERVES
Fiscal Year 2016-17
As of September 30, 2016

Total Available <u>\$ 11,295,772</u> at 7/1/2016					
	←	←	←	↓	→
Operating Reserves	Capital Improvements	Capital Replacements	Elections/ Special Studies	Future Capital Improvements	Future Capital Replacements
Needed \$4,575,415 Available - Remaining \$ 4,575,415	Funded \$ 1,504,000 Expended \$ 197,764 Remaining \$ 1,306,236	Funded \$ 1,044,000 Expended \$ 5,679 Remaining \$ 1,038,321	Funded \$ 120,000 Expended \$ - Remaining \$ 120,000	0 \$ 3,039,268 Expended \$ - Remaining \$ 3,039,268	Funded \$ 1,013,089 Expended \$ - Remaining \$ 1,013,089

Capital Improvement Funds

Supply/Dist. Improvements	Treatment Plant Improvements	Building & Site Improvements	Unforeseen Capital Projects
Funded \$ 815,000 Expended \$ 134,941 Remaining \$ 680,059	Funded \$ 90,000 Expended \$ 13,960 Remaining \$ 76,040	Funded \$ 638,000 Expended \$ 48,863 Remaining \$ 589,137	Funded \$ 100,000 Expended \$ - Remaining \$ 100,000

Capital Replacement Funds

Supply/Dist. Improvements	Treatment Plant Improvements	Building & Site Improvements	Unforeseen Capital Projects
Funded* \$ 532,000 Expended \$ 5,679 Remaining \$ 526,321	Funded \$ 50,000 Expended \$ - Remaining \$ 50,000	Funded \$ - Expended \$ - Remaining \$ -	Funded \$ 100,000 Expended \$ - Remaining \$ 100,000

October 26, 2016

TO: Chairman and Directors of the Florin Resource Conservation District
FROM: Mark J. Madison, General Manager
SUBJECT: **GENERAL MANAGER'S REPORT**

RECOMMENDATION

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

Summary

The Board requested a monthly summary of activities performed by the General Manager on behalf of the Florin Resource Conservation District (FRCD) and the Elk Grove Water District (EGWD). This report is provided in compliance with that request and no action is requested of the Board at this time.

DISCUSSION

Background

At the March 23, 2016 Board meeting, the Board requested the General Manager to include a General Manager's Report as part of the agenda for every regular FRCD Board meeting. More specifically, it was requested that this report include a listing of the General Manager's various activities involving the FRCD and the EGWD.

Present Situation

This report has been structured to inform the Board of those activities between the last Regular Board Meeting and the current Regular Board Meeting. It is designed to not repeat various updates included in other status reports presented in this agenda, although there may be activities listed where the General Manager was involved but not cited in the other status reports.

GENERAL MANAGER'S REPORT

Page 2

Since September 28, 2016, the notable General Manager's activities included the following:

Florin Resource Conservation District

- Continued to research the urban farming potential for the FRCD.
- Met with Dwane Coffee of the Natural Resource Conservation Service on August 30 to discuss potential grant opportunities through the EQIP and the RCPP. (Not previously reported)
- Attended the CARCD Central Sierra Region meeting on October 19.
- Prepared the October, 2016 Florin Resource Conservation Activities Staff Report.

Elk Grove Water District

- Attended the Industrial Working Group Meeting at the City of Elk Grove.
- Met with the Cosumnes Fire Department regarding cross-connection programs.
- Met with BankersLife to explore the possibility of additional life insurance programs for EGWD employees.
- Conducted five private meetings with a Board Members.
- Met with Best Best & Krieger on water utility matters.
- Conducted presentation by ACWA/JPIA on medical plan options for 2017
- Assisted Director Nelson in representing the FRCD/EGWD at the SCGA Subcommittee meeting on October 5.
- Attended the Security Infrastructure meeting on October 11.
- Assisted Director Nelson at the SCGA meeting on October 12
- Attended the RWA Regional Water Reliability and Drought Contingency Plan meeting on October 12.
- Conducted the SCGA-FRCD/EGWD Outreach meeting on October 13.
- Met with developers regarding the Triangle development project on October 17.
- Prepared various reports for the October 26 Board meeting.

GENERAL MANAGER'S REPORT

Page 3

STRATEGIC PLAN CONFORMITY

This report directly conforms to the goals and objectives for both the Florin Resource Conservation District and the Elk Grove Water District as the General Manager is responsible for implementing the requirements of the Strategic Plan.

FINANCIAL SUMMARY

There is no direct financial impact associated with this report.

Respectfully submitted,



MARK J. MADISON
GENERAL MANAGER

October 26, 2016

TO: Chairman and Directors of the Florin Resource Conservation District

FROM: Bruce M. Kamilos, Assistant General Manager

SUBJECT: **RRWTF TANKS AND VESSELS RECOATING PROJECT CONTRACT**

RECOMMENDATION

It is recommended that the Board of Directors of the Florin Resource Conservation District/Elk Grove Water District (FRCD/EGWD) approve a motion rejecting the low bid received from River City Painting for the recoating of the storage tanks and filter vessels at the Railroad Water Treatment Facility (RRWTF), and authorizing the General Manager to award and execute the attached construction contract to the next low bidder, Cal Sierra Construction, in the amount \$168,200 for this project.

Summary

The RRWTF Tanks and Vessels Recoating project externally recoats the two 2 million-gallon storage tanks, the backwash tank, and six filter vessels at the Railroad Water Treatment Facility. The project was bid and the Elk Grove Water District (EGWD) received and opened seven (7) bids on October 14, 2016. The lowest bidder was River City Painting with a base bid amount of \$113,333, and an optional bid of \$133,333. (The base bid consists of spot coating Storage Tank No. 2 whereas the optional bid fully recoats Storage Tank No. 2.)

On October 17, 2016, EGWD received a letter (~~Attachment~~) from River City Painting stating that they had made a clerical error in their bid, and requesting that their bid be rejected. On October 20, 2016, EGWD received a letter (~~Attachment~~) from River City Painting specifying in detail that the clerical error consisted of two transposed numbers on their bid sheet. EGWD staff consulted with legal counsel who confirmed that the information presented by River City Painting is a valid basis for their bid to be withdrawn.

By this action, if approved, the Board would reject the River City Painting as the low bidder and award the project to the second low bidder, Cal Sierra Construction, in the amount of \$168,200 for this project.

RRWTF TANKS AND VESSELS RECOATING PROJECT CONTRACT

Page 2

DISCUSSION

Background

The coatings on the storage tanks and filter vessels at the RRWTF are the original coatings. The coatings are over ten years old and the roof vents on the storage tanks are corroding. These assets are evaluated annually as part of EGWD’s asset management program.

Present Situation

In June 2016, the coatings on the tanks and filter vessels were thoroughly investigated by CSI Services, a professional consulting engineering firm that specializes in providing expertise on industrial coatings. CSI delivered reports with recommendations for each tank. CSI determined that the internal coatings of the tanks were in fair to good shape and recommended that the internal coatings of the tanks be placed on 3-year inspection cycle. CSI determined that the external coatings of the tanks and vessels should be recoated and that the roof vents on the storage tanks be replaced.

On September 20, 2016, in conformance with FRCD’s bidding policies, EGWD publicly noticed an invitation to bid the RRWTF Tanks and Vessels Recoating project. A non-mandatory bid walk was held on September 30, 2016 and the bid opening was held on October 14, 2016 at 10:30 am. EGWD received and opened seven (7) bids and River City Painting was the low bidder for the project. However, River City Painting submitted a letter on October 17, 2016 requesting that their bid be rejected on the basis of a clerical error. On October 20, 2016, EGWD received a letter from River City Painting specifying in detail that the clerical error consisted of two transposed numbers on their bid sheet. EGWD staff consulted with legal counsel who confirmed that the information presented by River City Painting is a valid basis for their bid to be withdrawn. EGWD staff, therefore, recommends that the next lowest bidder, Cal Sierra Construction, be awarded the construction contract for the RRWTF Tanks and Vessels Recoating project. The bids are summarized below.

	<u>Company Name</u>	<u>Base Bid</u>	<u>Optional Bid</u>
1	River City Painting	\$113,333	\$133,333
2	Cal Sierra Construction	\$142,300	\$168,200
3	Blackhawk Painting	\$133,750	\$177,500
4	TPA Construction	\$149,330	\$180,630

RRWTF TANKS AND VESSELS RECOATING PROJECT CONTRACT

Page 3

5	Spiess Construction	\$143,450	\$196,550
6	Superior Tank Solutions	\$165,400	\$200,700
7	Crosno Construction	\$255,500	\$324,500
	<i>Engineer's Estimate</i>	\$140,000	\$190,000

ENVIRONMENTAL CONSIDERATIONS

The RRWTF Tanks and Vessels Recoating project is categorically exempt from CEQA (the California Environmental Quality Act) under Title 14 California Code of Regulations, Class 1, Section number 15301(b) of the CEQA Guidelines. Projects exempt under Class 1, Section number 15301(b) consist of repair, maintenance, or minor alteration of existing facilities of utilities. A Notice of Exemption (NOE) will be filed with the Sacramento County Clerk for this project.

STRATEGIC PLAN CONFORMITY

The recommendation 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 the reliability of EGWD's water system. The RRWTF Tanks and Vessels Recoating project will extend the useful life of the tanks and vessels critical to EGWD's water system.

FINANCIAL SUMMARY

The financial impact of the RRWTF Tanks and Vessels contract is \$168,200 which is below the FY 16/17 CIP budgeted amount of \$350,000. To be clear, the scope of work for this project has been revised based on the inspection work CSI Services provided. The approved budget of \$350,000 covered the external and internal coating of the two 2-million gallon storage tanks. EGWD staff is requesting that the Board authorize the general manager to execute a contract in the amount \$168,200 to externally coat the two storage tanks, the backwash tank and six (6) filter vessels per the recommendations of CSI Services.

Respectfully submitted,



BRUCE M. KAMILOS
ASSISTANT GENERAL MANAGER

Attachments



Monday, October 17, 2016

RECEIVED
OCT 17 2016

Elk Grove Water District
9257 Elk Grove Blvd.
Elk Grove, CA 95624
Ph: 585-9385
Email: bkamilos@egwd.org

Project: RRWTF Tanks & Vessels Recoating

Attn: Bruce Kamilos

In regards to our bid submitted October 14th for the above project, we have made a clerical error in the submission of our bid. Please reject our bid and go to the next lowest bidder. Thank you and sorry for any inconvenience.

Glenn Brown
President

4619 Auburn Boulevard, Sacramento, CA 95841*(916) 349-9900*Fax 974-0893
Contractors License #485974 Expires 1-31-2018 DIR Reg # 1000003097



Thursday, October 20, 2016

Elk Grove Water District
9257 Elk Grove Blvd.
Elk Grove, CA 95624
Ph: 585-9385
Email: bkamilos@egwd.org

Project: RRWTF Tanks & Vessels Recoating

Attn: Bruce Kamilos

In regards to our bid submitted October 14th for the above project, we have made a clerical error in the submission of our bid as follows on the bid form:

1. Bid Item #4 was intended to write \$42,600.00. We inadvertently wrote in \$26,000.00
2. Bid Item #3A was intended to write in \$43,400.00 and was wrote in as \$34,000.00

Please reject our bid and go to the next lowest bidder. Thank you.



Glenn Brown
President

4619 Auburn Boulevard, Sacramento, CA 95841*(916) 349-9900*Fax 974-0893
Contractors License #485974 Expires 1-31-2018 DIR Reg # 1000003097

FLORIN RESOURCE CONSERVATION DISTRICT

RRWTF TANKS & VESSELS RECOATING PROJECT

BID AND CONTRACT DOCUMENTS

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FLORIN RESOURCE CONSERVATION DISTRICT
NOTICE INVITING BIDS

RRWTF Tanks & Vessels Recoating Project

The Florin Resource Conservation District (“District”) will receive sealed bids for the RRWTF Tanks & Vessels Recoating Project at the office of the Elk Grove Water District no later than October 11, 2016 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 RRWTF Tanks & Vessels Recoating Project. Work at the office of Elk Grove Water District shall include but not be limited to all work necessary for the RRWTF Tanks & Vessels Recoating Project 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 Elk Grove Water District’s treatment plant located at 9715 Railroad St. Elk Grove, CA 95624 on September 30, 2016, at 10:00 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

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

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 October 5, 2016. All questions must be submitted in accordance with the procedures set forth in the Information for Bidders.

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.

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 September 30, 2016 at 10:00 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**

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

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 RRWTF Tanks & Vessels Recoating 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

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.

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).

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

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REVISED BID FORM
(Oct. 11, 2016)

NAME OF BIDDER: Cal Sierra Construction, Inc

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:

RRWTF Tanks & Vessels Recoating 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	Units	Quantity	Total Cost
1	Mobilization/Demobilization	LS	1	\$8,900.00
2	Reservoir 1 (120' dia. x 24'h) exterior surface preparation, spot repairs, and complete external coating, including proper disposal of all waste, in accordance with plans and specifications	LS	1	\$46,000.00
3	Reservoir 2 (120' dia. x 24'h) exterior surface preparation, spot repairs, and <i>spot</i> coating (assume 4000 SF surface area), including proper disposal of all waste, in accordance with plans and specifications	LS	1	\$22,900.00
4	Backwash tank (45' dia. x 24'h) exterior surface preparation, spot repairs, and complete external coating, including proper disposal of all waste, in accordance with plans and specifications	LS	1	\$19,900.00
5	Six (6) filter vessels (each 12' dia. x 12'h) exterior surface preparation, spot repairs, and complete external coating, including proper disposal of all waste, in accordance with plans and specifications	LS	1	\$44,900.00
TOTAL BID				\$142,300.00
BID OPTION: (if selected by Owner, items 3a would be added and 3 deducted from Total Bid)				
3a	Reservoir 2 (120' dia. x 24'h) exterior surface preparation, spot repairs, and <i>complete</i> external coating, including proper disposal of all waste, in accordance with plans and specifications	LS	1	\$48,800.00

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. 1

Addenda No. 2

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 Cal Sierra Construction, Inc.

Signature 

Name and Title Marco Lucich President

Dated 10/14/2016

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 Cal Sierra Construction, Inc.

Signature 

Name Marco Lucich

Title President

Dated 10/14/2016

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

BID BOND

The makers of this bond are, Cal Sierra Construction, Inc., as Principal, and Hartford Fire Insurance 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.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated October 11, 2016, for RRWTF Tanks & Vessels Recoating 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 4th day of October, 2016, the name and corporate seal of each corporation.

(Corporate Seal)

Cal Sierra Construction, Inc.
Principal
By [Signature]
Title MARCO LUCICH PRESIDENT
Hartford Fire Insurance Company

(Corporate Seal)

Surety
By [Signature]
Maria Guise, Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title Attorney-in-Fact

BID BOND

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 Orange)

On OCT 04 2016 before me, LeKim H. Luu, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Maria Guise
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/~~it~~/they executed the same in ~~his~~/her/~~its~~/their authorized capacity(~~ies~~), and that by ~~his~~/her/~~its~~/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 [Handwritten Signature]
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

Direct Inquiries/Claims to:

THE HARTFORD

Bond T-12

One Hartford Plaza

Hartford, Connecticut 06155

email: bond.claims@thehartford.com

call: 888-266-3488 | fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 72-186694

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

E. S. Albrecht Jr., C.K. Nakamura, Maria Pena, Noemi Quiroz, Lisa L. Thornton, Jeri Apodaca, Nancy M. Chavez, Tom E. Corbett, Mary Ellen Ewert, Diana Kiehl, Kim Luu, Mike Parizino, Rachelle Rheault, James A. Schaller, Belquis Sharif, Conniejo Webberley, T. Craig Williams, Maria Guise, Heather Saltarelli of NEWPORT BEACH, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
 Notary Public
 My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of
 Signed and sealed at the City of Hartford.

OCT 04 2016



Kevin Heckman

Kevin Heckman, Assistant Vice President

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	Location of Business
60%	AIS	11261 Watherby Rd. Los Alamitos, CA 90720

Name of Bidder Cal Sierra Construction, Inc.

Signature 

Name and Title Marco Lucich President

Dated 10/14/16

DESIGNATION OF SUBCONTRACTORS

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.

- 1.0 Bidders Name and address: Cal Sierra Construction, Inc.
5904 Van Alstine Ave., Carm., CA 95608
- 2.0 Bidders telephone no.: 916-485-3909
- 3.0 Bidders fax no. and email address: 916-485-3906 marco@calsierra.net
- 4.0 Contractor' State License No. and Expiration Date: : 396934 10/1/2017
- 5.0 Contractor's Primary classification: A
- 6.0 Contractor's Specialty classification: B, C-57, HAZ

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

N/A

- 7.0 What type of work does the Bidder normally perform with its own forces?
General Engineering Construction
- 8.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:
Never
-
-

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.

Never

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: Calvine WTP Rehab. Sac County Water Resources

2.0 Name, address and contact information for Owner: 9700 Goethe Rd, Suite D
Sacramento, CA 95927 Quinn Hoffman 916-875-6068

3.0 Brief description of work involved: R&R interior and exterior coatings
on existing WTP tanks and filters

4.0 Contract amount: \$605,496.00

5.0 Date of Completion: 5/2015

6.0 Name of Project, and Owner: Hawthorne Tank 8 Rehab, SOC LLC

7.0 Name, address and contact information for Owner: 1 South Main Avenue
Hawthorne, NV 89415 Tammy Harrington 775-945-7429

8.0 Brief description of work involved: Erect scaffolding, shrink wrap, remove
lead based paint, blast and recoat 125 foot elevated water tank

9.0 Contract amount: \$622,750.00

INFORMATION REQUIRED OF BIDDERS

10.0 Date of Completion: 1/2016

11.0 Name of Project, and Owner: WTP Tank and Filter Cleaning, Cal-Am Water

12.0 Name, address and contact information for Owner: 4701 Beloit Avenue
Sacramento, CA 95838 Stephen Foster 916-568-4259

13.0 Brief description of work involved: Remove sludge, dewater, centrifuge cake,
clean exterior and interior of WTP and filters at 6 locations

14.0 Contract amount: \$370,268.00

15.0 Date of Completion: 9/2014

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
2-4	Coatings	Sherwin-Williams

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 Marco Lucich

Signature 

Company Name: Cal Sierra Construction, Inc.

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.

10/14/2016

Date

Marco Lucich

Name

President

Signatory Title

Cal Sierra Construction, Inc.

Company Name

396934

CA Contractor License No.

A, B, C-57, HAZ

License Classification

10/1/2017

License Expiration Date

Signature:



NON-COLLUSION AFFIDAVIT

I, Marco Lucich, being first duly sworn, deposes and says that he is President of Cal Sierra Construction 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.

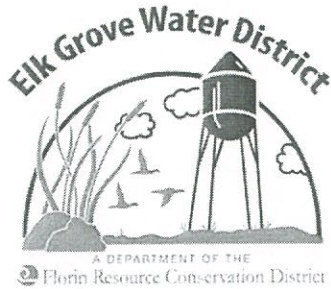
Name of Bidder Cal Sierra Construction, Inc.

Signature 

Name Marco Lucich

Title President

Dated 10/14/2016



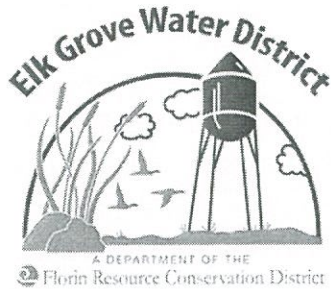
**RRWTF Tanks & Vessels Recoating
Project**

ADDENDUM NO. 1
October 3, 2016

This Addendum forms a part of the Contract Documents and modifies the original Contract Documents described. Acknowledge receipt of this Addendum in the space provided on the Form of Proposal. This Addendum is issued to all known Plan Holders.

BID REVISION

1. The attached **REVISED BID FORM** (dated Oct. 3, 2016) shall be used to bid on the RRWTF Tanks & Vessels Recoating Project.



**RRWTF Tanks & Vessels Recoating
Project**

ADDENDUM NO. 2
October 11, 2016

This Addendum forms a part of the Contract Documents and modifies the original Contract Documents described. Acknowledge receipt of this Addendum in the space provided on the Form of Proposal. This Addendum is issued to all known Plan Holders.

BID REVISION

1. The attached **REVISED BID FORM** (dated Oct. 11, 2016) shall be used to bid on the RRWTF Tanks & Vessels Recoating Project.

The REVISED BID FORM (dated Oct. 11, 2016) corrects a typo on the REVISED BID FORM (dated Oct. 3, 2016). The typo referenced Reservoir 1 in Option 3a, where it should have referenced Reservoir 2.

BID SUBMITTAL DATE EXTENSION

2. The bid submittal date has been extended to **October 14, 2016 at 10:30 AM**. Please submit sealed bids using the instructions contained in the NOTICE INVITING BIDS for the RRWTF Tanks & Vessels Recoating Project. Sealed bids must be received at the office of the Elk Grove Water District, 9257 Elk Grove Blvd., Elk Grove, CA 95624 no later than October 14, 2016 at 10:30 AM.

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 Cal Sierra Construction, Inc., 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:

RRWTF Tanks & Vessels Recoating 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 150 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 One Hundred Sixty Eight Thousand Two Hundred Dollars (\$168,200.00). 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

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.

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>_____</p> <p>Signature</p> <p>Mark J. Madison, P.E.</p> <p>_____</p> <p>Name</p> <p>General Manager</p> <p>_____</p> <p>Title</p> <p>Attest:</p> <p>_____</p> <p>District Clerk</p> <p>Approved as to Form:</p> <p>_____</p> <p>Best Best & Krieger LLP</p> <p>Ann Siprelle</p> <p>_____</p> <p>Name</p> <p>General Counsel</p> <p>_____</p> <p>Title</p>	<p>CAL SIERRA CONSTRUCTION, INC.</p> <p>By:</p> <p>_____</p> <p>Signature</p> <p>Marco Lucich</p> <p>_____</p> <p>Name</p> <p>President</p> <p>_____</p> <p>Title</p> <p>396934</p> <p>_____</p> <p>License Number</p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

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.

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)

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.

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.

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.

- 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

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.

- 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

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

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

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.

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.

- 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.

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

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

Permit Compliance. The Contractor shall comply with the District's National Pollutant Discharge Elimination System (NPDES) Permit No. CAG995001 issued by the Regional Water Quality Control Board in association with Low Threat General Waste Discharge Order No. R5-2008-0081-059.

- a. **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 any costs for complying with the Permits.

- b. **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.
- c. **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 therefro
- d. **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 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 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 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 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.

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 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 alleged 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 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.

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 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. 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 Certificates(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 Director's 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 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 hereto 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. 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.
- e. Contractor shall pass down the insurance obligations contained herein to all tiers of sub-contractors working under this Contract.

ARTICLE 41. 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.
- 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 42. 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. 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 43. 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 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 44. 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.
- 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 45. 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.

ARTICLE 46. 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 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 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 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 47. 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 48. 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.

ARTICLE 49. 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 50. 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.
- 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 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 51. 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 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.

ARTICLE 52. 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.

ARTICLE 53. 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 54. 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 55. 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 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 56. 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 57. 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 58. 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 59. 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.

ARTICLE 60. 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 61. 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 62. 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 63. 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.
- 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 64. 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 65. 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 66. 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.

SPECIAL CONDITIONS

"ARTICLE 67 SHALL BE ADDED TO THE GENERAL CONDITIONS TO READ AS FOLLOWS:

ARTICLE 67. 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.

- 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

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.”

DRAWINGS & TECHNICAL SPECIFICATIONS

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

PART A – DRAWINGS

NONE

PART B – TECHNICAL SPECIFICATIONS

RRWTF TANKS & VESSELS RECOATING PROJECT