

REGULAR MEETING OF THE FLORIN RESOURCE CONSERVATION DISTRICT BOARD OF DIRECTORS

Agenda

Tuesday, March 16, 2021

6:00 PM

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 by email request at this time. 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."

Pursuant to the Sacramento County Shelter in Place order effective March 19, 2020, we are requiring all members of the public to participate virtually. Public participation and comment are limited to the following procedures:

A. The electronic submission of written comments in advance to the Board Secretary (stefani@egwd.org). Those comments will be read into the record for a maximum of three (3) minutes per comment.

B. Join Zoom Meeting: <https://zoom.us/j/81163520455> Meeting ID: 811 6352 0455

Dial by your location

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C. Please press Star+9 (*9) to raise your hand for Public Comment – 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.

CALL TO ORDER, ROLL CALL AND PLEDGE OF ALLEGIANCE

Public Comment

1. Proclamations and Announcements

- a. Sophia Scherman was awarded the 2020 Elk Grove Mayor's Volunteer Award – Residents, Neighborhoods and Community Groups category (Bruce Kamilos, Assistant General Manager)
- b. Recognition of Mark J Madison for 10 years of service

Associate Director Comment

Public Comment

2. Consent Calendar	4-5
(Stefani Phillips, Board Secretary and Patrick Lee, Treasurer)	
a. Minutes of Regular Board Meeting of February 16, 2021	6-8
b. Accounts Payable Check History – February 2021	9-11
c. Board and Employee Expense/Reimbursements – February 2021	12
d. Active Accounts – February 2021	13
e. Bond Covenant Status for FY 2020-21 – February 2021	14
f. Year to Date Revenues and Expenses Compared to Budget – February 2021	15
g. CASH - Detail Schedule of Investments– February 2021	16
h. Consultants Expenses – February 2021	17
i. Major Capital Improvement Projects – February 2021	18

Associate Director Comment

Public Comment

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

3. Sale of Surplus Property (APN 125-0210-013)	19-38
(Bruce Kamilos, Assistant General Manager)	

Associate Director Comment

Public Comment

Recommended Action: Adopt Resolution No. 03.16.21.01 to:

- 1. Accept the bid from Jason Kline to purchase real property APN 125-0210-013 owned by the Florin Resource Conservation District and deemed surplus;**
- 2. Authorize the General Manager to execute the Agreement for Purchase and Sale and Joint Escrow Instructions (attached) to sell real property APN 125-0210-013 to Jason Kline; and**
- 3. Authorize the General Manager to execute any and all documents necessary to effectuate the closing of escrow with respect to the sale of the real property APN 125-0210-013.**

4. Contract for Preconstruction Services for the Administration Building Tenant Improvement Project	39-159
(Bruce Kamilos, Assistant General Manager))	

Associate Director Comment

Public Comment

- Recommended Action:**
1. **Adopt Resolution No. 03.16.21.02 amending the Elk Grove Water District Fiscal Year 2021-25 Capital Improvement Program and approving an appropriation of \$21,772 from future capital improvement reserve funds to Fiscal Year 2020-21 Capital Improvement Program Budget and amending the Elk Grove Water District Fiscal Year 2020-21 Operating Budget appropriating an additional \$21,772 from operating reserves to fund expenditures in excess of revenues for Fiscal Year 2020-21; and**
 2. **Authorize the General Manager to execute a contract with A.P. Thomas, in the amount of \$21,772, to provide preconstruction services for the District Administration Building Tenant Improvements Project.**

5. California Special Districts Association Board of Directors Call for Nominations – Sierra Network Seat A 160-163
 (Stefani Phillips, Board Secretary)

Associate Director Comment

Public Comment

- Recommended Action:** Consider nominating a director or managerial employee from the Florin Resource Conservation District/Elk Grove Water District for Sierra Network Seat A for the 2021 election of the California Special Districts Association Board of Directors.

6. Outside Agency Meetings Report 164-165
 (Mark J. Madison, General Manager)

Associate Director Comment

Public Comment

7. Legislative Matters and Potential Direction to Staff 166-172
 (Travis Franklin, Program Manager)

Associate Director Comment

Public Comment

8. Elk Grove Water District Operations Report – February 2021 173-229
 (Mark J. Madison, General Manager)

Associate Director Comment

Public Comment

9. Directors Comments

Adjourn to Regular Meeting – April 20, 2021

March 16, 2021

TO: Chair and Directors of the Florin Resource Conservation District

FROM: Stefani Phillips, Board Secretary and Patrick Lee, 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 – i.

SUMMARY

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

By this action, the Florin Resource Conservation District (FRCD) Board of Directors will approve FRCD Consent Calendar items a – i.

DISCUSSION

Background

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

Present Situation

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

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

This item conforms to the FRCD/Elk Grove Water District 2020-2025 Strategic Plan. The monthly Consent Calendar report provides transparency, which aligns with Goal No. 1, Governance and Customer Engagement, of the Strategic Plan 2020-2025.

March 16, 2021

CONSENT CALENDAR

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FINANCIAL SUMMARY

There is no financial impact associated with this report.

Respectfully Submitted,



STEFANI PHILLIPS
BOARD SECRETARY

And



PATRICK LEE
TREASURER

Attachments

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

Tuesday, February 16, 2021

The regular meeting of the Florin Resource Conservation District Board of Directors was called to order at 6:30 p.m. by Sophia Scherman, Chair via Zoom.

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

Directors Present: Sophia Scherman, Tom Nelson, Bob Gray, Lisa Medina, Elliot Mulberg
Directors Absent: None
Staff Present: Mark Madison, General Manager; Bruce Kamilos, Assistant General Manager; Patrick Lee, Finance Manager/Treasurer; Stefani Phillips, Board Secretary; Donella Murillo, Finance Supervisor; Travis Franklin, Program Manager; Amber Kavert, Administrative Assistant II (Confidential)
Staff Absent: None
Associate Directors Present: Paul Lindsay
Associate Directors Absent: None
General Counsel Present: Ren Nosky, JRG Attorneys at Law
Consultants Present: Dave Richardson, Woodard & Curran; Tyler Babcock and Joseph Serar, MFDB Architects; Bob Earl, Earl Consulting Co., LLC

Public Comment

Nothing to report.

1. Proclamations and Announcements

General Manager Mark Madison announced to the Florin Resource Conservation District (District) Board of Directors (Board) that the District was recognized by the Sacramento Regional County Sanitation District (Regional San) for being 100% compliant in 2020.

2. Consent Calendar

- a. Minutes of Regular Board Meeting of January 19, 2021
- b. Accounts Payable Check History – January 2021
- c. Board and Employee Expense/Reimbursements – January 2021
- d. Active Accounts – January 2021
- e. Bond Covenant Status for FY 2020-21 – January 2021
- f. Revenues and Expenses – Actual vs Budget FY 2020-21 – January 2021
- g. Cash Accounts – January 2021
- h. Consultants Expenses – January 2021
- i. Major Capital Improvement Projects – January 2021

Board Secretary Stefani Phillips announced that revisions were made to Consent Calendar item a and Consent Calendar item f and the Consent Calendar items presented at the night's meeting are the corrected documents.

MSC (Mulberg/Nelson) to approve Florin Resource Conservation District Consent Calendar items a-i with amendments. 5/0: Ayes: Gray, Medina, Mulberg, Nelson and Scherman.

3. Sacramento Regional County Sanitation District Harvest Water Letter of Support

Mr. Madison introduced the item to the Board before handing it over to Dave Richardson, Woodard & Curran to present a PowerPoint. Mr. Richardson explained the Harvest Water Program, Regional San's effort to produce additional recycled water for agricultural irrigation purposes in southern Sacramento County, is a resource to the region and explained the Boards support is important.

In summary, Regional San is an independent special district that provides wastewater collection and treatment services to the greater Sacramento area, while also distributing recycled water to selected areas within the region. Regional San desires to expand its service of recycled water to an area that, in part, overlaps into the District. The proposed program is referred to as the Harvest Water Program. To facilitate this expansion, Regional San must obtain approval from the Sacramento Local Agency Formation Commission (LAFCo) to amend their Sphere of Influence (SOI) and annex the expanded area into Regional San. Enhanced distribution and use of recycled water provide numerous benefits and staff recommended that the District support Regional San's request.

By unanimous consent, the Board authorized the General Manager to submit a letter of support to LAFCo expressing the position of the District on Regional San's proposed Sphere of Influence Amendment and annexation of the Harvest Water area to provide recycled water service.

4. Administration Building Improvements Conceptual Design Discussion

Assistant General Manager Bruce Kamilos presented the item before handing it over to Tyler Babcock and Joseph Serar from MFDB Architects.

MFDB Architects presented an alternative floorplan option, which included an additional bathroom, that was requested at the previous meeting.

By unanimous consent, the Board agreed to the alternative floorplan presented by MFDB Architects.

5. Consideration for Access to County of Sacramento Emergency Rental Assistance Funds

Finance Manager Patrick Lee presented the item to the Board.

In summary, the County of Sacramento has allocated approximately \$30.8 million in grant funding for the Emergency Rental Assistance (ERA) Program. Funding for this program is made available by the federal government to assist households that are unable to pay rent and utilities due to the COVID-19 pandemic. The California Special District Association (CSDA) advised all special districts that provide utility services to submit a letter of consideration to their local governments requesting access to ERA funds for their customers. Access to this new line of federal funding will be indirect. Utility-providing districts will need to encourage customers who are renting, or their landlords, to apply for assistance through their local city or county. As of January 31, 2021, the District has 1,913 past due accounts with a total of \$428,609 in arrears.

Staff has reached out to the County's Department of Human Assistance (DHA), which has confirmed that the ERA program is still being developed for roll out. Since the District falls within the jurisdiction of the County, staff recommended the Board authorize the General Manager to submit a letter to the County's Executive Officer requesting consideration for access to ERA funds for the District's customers to which the Board agreed.

Staff will distribute the information regarding how the customers can access the ERA funds when the funds become available for District customers.

MSC (Medina/Nelson) to adopt Resolution No. 02.16.21.01, authorizing the General Manager to issue a letter to the County of Sacramento requesting consideration for access to Emergency Rental Assistance program funds for District customers. 5/0: Ayes: Gray, Medina, Mulberg Nelson and Scherman

6. Elk Grove Water District Operations Report – January 2021

Mr. Madison presented the Elk Grove Water District (EGWD) Operations Report – January 2021 to the Board.

7. Outside Agency Meetings Report

Staff and Board members spoke regarding the meetings they attended since the last regular Board meeting.

8. Legislative Update and Potential Direction to Staff

Program Manager Travis Franklin updated the Board on Legislative matters.

In summary, there are two (2) legislative efforts underway by the District, the proposed Water Theft legislation and the Board Member Compensation legislation. Relative to the Board Member Compensation legislation, due to limited bill space this year because of the pandemic, Senator Pan will not be able to carry the bill. Regarding the water theft legislation, Senator Eggman planned to introduce the bill the week of February 15th. Summaries of other bills that have the potential to impact the District were provided to the Board.

During the update, staff recommended the Board 1. Add the District logo to the Association of California Water Agencies coalition letter being sent to California Senator Anna Caballero in support of SB 323; and 2. Send a letter supporting the Special Districts Provide Essential Services Act to members of Congress and U.S. Senators Dianne Feinstein and Alex Padilla.

Vice-Chair Tom Nelson asked how the District's policy on bereavement pay is affected by AB 95 – Employees: bereavement leave. Staff will contact human resources legal counsel to find out.

By unanimous consent, the Board agreed to add the District logo to the Association of California Water Agencies coalition letter being sent to California Senator Anna Caballero in support of SB 323 and send a letter supporting the Special Districts Provide Essential Services Act to members of Congress and U.S. Senators Dianne Feinstein and Alex Padilla.

9. Florin Resource Conservation District Board of Directors Regular Meeting Time

Ms. Phillips presented the item to the Board.

In summary, the Board currently meets at 6:30PM for the monthly regular Board meeting. Chair Sophia Scherman proposed to change the meeting time to 6:00PM. The Amended and Restated Bylaws of the Florin Resource Conservation District, adopted by Resolution No. 01.21.20.01, state the Board may establish from time to time the day, time, and location of the regular meetings.

MSC (Mulberg/Medina) to adopt Resolution No. 02.16.21.02, setting a new time for regular board meetings. 5/0: Ayes: Gray, Medina, Mulberg Nelson and Scherman

10. Directors Comments

Nothing to report.

Adjourn to Regular Board Meeting on March 16, 2021.

Respectfully submitted,

Stefani Phillips

Stefani Phillips, Board Secretary

AK/SP

Accounts Payable Check History Report

2/1/2021 to 2/28/2021
Elk Grove Water District

Check Number	Check Date	Vendor Number	Vendor Name	Check	Explanation
052391	2/3/2021	ACWAJPI	CB&T/ ACWA-JPIA	69,479.12	Medical Benefits - January 2021
052392	2/3/2021	ACWAJPI	CB&T/ ACWA-JPIA	69,481.69	Medical Benefits - February 2021
052393	2/3/2021	AFLAC	AFLAC	2,635.68	
052394	2/3/2021	AFLAC	AFLAC	1,757.12	
052395	2/3/2021	BADAWI	BADAWI & ASSOCIATES	3,931.50	FY 2020 Audit
052396	2/3/2021	BAY ALA	BAY ALARM COMPANY	50.46	
052397	2/3/2021	BSK4	BSK ASSOCIATES	670.25	Sampling - Treatment
052398	2/3/2021	CINTAS2	CINTAS	380.28	
052399	2/3/2021	CLAYBAR	CLAYBAR ENGINEERING	8,025.00	Backyard Water Main Replacement - CIP
052400	2/3/2021	COEG	CITY OF ELK GROVE	2,000.00	Encroachment Permit - Service Line CIP - Pothole Repairs
052401	2/3/2021	COVER A	COVERALL NORTH AMERICA, INC	360.00	
052402	2/3/2021	CR FIRA	FIRST AMERICAN TITLE	231.17	Account Closed - Customer Refund
052403	2/3/2021	CR FTT	FIDELITY NATIONAL TITLE	43.06	Account Closed - Customer Refund
052404	2/3/2021	CR FTT	FIDELITY NATIONAL TITLE	6.22	Account Closed - Customer Refund
052405	2/3/2021	CR NORT	NORTH AMERICAN TITLE COMPANY	101.83	Account Closed - Customer Refund
052406	2/3/2021	CR TC	FIDELITY NATIONAL TITLE COMP	281.01	Account Closed - Customer Refund
052407	2/3/2021	CR WEJ	WEIGIAN DAI & JIN LU	117.51	Account Closed - Customer Refund
052408	2/3/2021	CRCT1	CHICAGO TITLE CO	135.00	Account Closed - Customer Refund
052409	2/3/2021	CRDES	DEANNA SUMMERS	42.69	Account Closed - Customer Refund
052410	2/3/2021	CRF LEN	LENNAR HOMES CA, INC	34.32	Account Closed - Customer Refund
052411	2/3/2021	CRF LEN	LENNAR HOMES CA, INC	19.39	Account Closed - Customer Refund
052412	2/3/2021	CRF LEN	LENNAR HOMES CA, INC	64.99	Account Closed - Customer Refund
052413	2/3/2021	CRF ODL	OLD REPUBLIC TITLE	5.74	Account Closed - Customer Refund
052414	2/3/2021	CRFFTC	FIRST AMERICAN TITLE COMPANY	96.31	Account Closed - Customer Refund
052415	2/3/2021	CRFFTC	FIRST AMERICAN TITLE COMPANY	22.92	Account Closed - Customer Refund
052416	2/3/2021	CRFFTC	FIRST AMERICAN TITLE COMPANY	107.99	Account Closed - Customer Refund
052417	2/3/2021	CRFFTC	FIRST AMERICAN TITLE COMPANY	0.16	Account Closed - Customer Refund
052418	2/3/2021	CRMAC	MARK CLANTON	1.08	Account Closed - Customer Refund
052419	2/3/2021	CRNER	NEOLA RITA	128.57	Account Closed - Customer Refund
052420	2/3/2021	CRREH	REBECCA HAWKINS	59.11	Account Closed - Customer Refund
052421	2/3/2021	CRSUJN	SUSAN ELAZZI & JEAN NADRA	96.52	Account Closed - Customer Refund
052422	2/3/2021	DATAPRO	DATAPROSE LLC	5,916.77	Monthly Billing - January Billing & Postage
052423	2/3/2021	DB COLS	DB CONSTRUCTIONAL LANDSCAPE	1,680.00	Monthly Landscape Maintenance - All Wells & Offices
052424	2/3/2021	EARL CO	EARL CONSULTING CO., LLC	2,475.00	Project Management - New ADMIN Building
052425	2/3/2021	EMP REL	EMPLOYEE RELATIONS, INC	30.00	
052426	2/3/2021	INLAND	INLAND BUSINESS SYSTEMS	437.00	Materials & Supplies - Xerox Copier - MOC
052427	2/3/2021	LUND	LUND CONSTRUCTION, INC	897.07	Construction Water Permit Refund
052428	2/3/2021	MC GROU	MUNICIPAL CONSULTING GROUP	1,137.50	Document Management & Needs Assessment Prep Work
052429	2/3/2021	REPLUBI	REPUBLIC SERVICES #922	1,749.65	
052430	2/3/2021	ROTH	ROTH STAFFING COMPANIES, L.P.	584.82	Final Invoice - Temporary Staffing - ADMIN

052431	2/3/2021	SIERRA	SIERRA OFFICE SUPPLIES	374.21	
052432	2/3/2021	SMUD	SMUD	466.67	
052433	2/3/2021	SOUTHWE	SOUTHWEST ANSWERING	823.20	
052434	2/10/2021	AMAZON	AMAZON CAPITAL SERVICES	145.46	
052435	2/10/2021	BAKERMA	BAKER MANOCK & JENSEN	1,180.50	Legal - Dec 2020
052436	2/10/2021	BAY ALA	BAY ALARM COMPANY	1,366.72	Security - Wellsite's, MOC & ADMIN
052437	2/10/2021	BG SOLU	SOLUTIONS BY BG INC.	9,240.00	Daily Tasks/Help Tickets
052438	2/10/2021	BSK4	BSK ASSOCIATES	1,581.00	Sampling - Treatment
052439	2/10/2021	COUNTY4	SACRAMENTO COUNTY UTILITIES	270.83	
052440	2/10/2021	COVER A	COVERALL NORTH AMERICA, INC	499.00	
052441	2/10/2021	CS AA	CARD SERVICES	52.63	Materials & Supplies - Utility Crew
052442	2/10/2021	CS DM	CARD SERVICES	412.10	Software Programs
052443	2/10/2021	CS SH	CARD SERVICES	13.98	Supplies - OPS
052444	2/10/2021	DMV	DMV	13.00	
052445	2/10/2021	EARL CO	EARL CONSULTING CO., LLC	6,187.50	Project Management - New ADMIN Building
052446	2/10/2021	INT STA	INTERSTATE OIL COMPANY	2,136.79	Fuel
052447	2/10/2021	MURPHY	MURPHY AUSTIN ADAMS	17,262.00	(2) Invoices - Legal - Dec 2020 & Jan 2021
052448	2/10/2021	PEST	PEST CONTROL CENTER INC	160.00	
052449	2/10/2021	RADIAL	RADIAL TIRE OF ELK GROVE	107.70	
052450	2/10/2021	SIERRA	SIERRA OFFICE SUPPLIES	12.93	
052451	2/10/2021	SMUD	SMUD	1,120.18	
052452	2/10/2021	SMUD	SMUD	392.42	
052453	2/10/2021	SMUD	SMUD	6,771.81	
052454	2/10/2021	SMUD	SMUD	8,413.75	
052455	2/10/2021	SMUD	SMUD	2,304.58	
052456	2/10/2021	SMUD	SMUD	49.36	
052457	2/10/2021	SMUD	SMUD	3,766.22	
052458	2/10/2021	SMUD	SMUD	1,107.50	
052459	2/10/2021	STANTEC	STANTEC CONSULTING SERVICES	6,377.75	ERP Assessment - Nov 2020 - Dec 2020
052460	2/10/2021	WALKER	WALKER KREATIVE	1,700.00	Social Media Public Outreach - Facebook
052461	2/10/2021	WSENG	WATER SYSTEMS ENGINEERING,	1,500.00	Well 14D Rehab
052462	2/17/2021	BEN RES	BENEFIT RESOURCE, INC	250.00	
052463	2/17/2021	BSK4	BSK ASSOCIATES	154.00	Sampling - Treatment
052464	2/17/2021	CINTAS2	CINTAS	190.14	
052465	2/17/2021	CONSOLI	CONSOLIDATED COMMUNICATIONS	1,286.05	Ethernet Service/Phones-MOC/ADMIN
052466	2/17/2021	CR CITC	CITADEL COMMUNICATIONS	24.64	Account Closed - Customer Refund
052467	2/17/2021	CR KAM	KATHLEEN MCCOWN	37.09	Account Closed - Customer Refund
052468	2/17/2021	CR MUD	MUNESHWAR DUTT	21.07	Account Closed - Customer Refund
052469	2/17/2021	CRBRST	BRYCE & SUSAN TEEPLES	0.56	Account Closed - Customer Refund
052470	2/17/2021	CRJOS W	JOSEPH WORSLEY	114.91	Account Closed - Customer Refund
052471	2/17/2021	CRSCJ	SYBIL CAJAYON JAREOL	5.68	Account Closed - Customer Refund
052472	2/17/2021	CS SP	CARD SERVICES	699.29	Contracted Medical Services, Materials, Contracted Services
052473	2/17/2021	CS TF	CARD SERVICES	139.00	Training - Safety Webinar
052474	2/17/2021	DMV	DMV	9.00	
052475	2/17/2021	EG FORD	ELK GROVE FORD	2,929.77	(16) Invoices - BIT Program, Repairs & Maintenance
052476	2/17/2021	ELK LOC	ELK GROVE LOCK AND SAFE CO	115.31	
052477	2/17/2021	FASTENA	FASTENAL COMPANY	59.26	
052478	2/17/2021	JAYS	JAY'S TRUCKING SERVICE	90.00	

052479	2/17/2021	JRG	JRG ATTORNEYS, LLP	5,049.00	Legal - January 2021
052480	2/17/2021	PACE	PACE SUPPLY CORP	1,497.63	(3) Invoices - Materials & Supplies - Utility Crew
052481	2/17/2021	PURCH	PURCHASE POWER	537.15	Postage Machine - ADMIN
052482	2/17/2021	SIERRA	SIERRA OFFICE SUPPLIES	274.09	
052483	2/17/2021	VERIZON	VERIZON WIRELESS	881.40	
052484	2/23/2021	BAY ALA	BAY ALARM COMPANY	977.78	Repairs & Monthly Fire Fee
052485	2/23/2021	BG SOLU	SOLUTIONS BY BG INC.	9,240.00	Daily Tasks/Help Tickets
052486	2/23/2021	CHECK P	CHECK PROCESSORS, INC	337.50	Contracted Services - ACH Processing
052487	2/23/2021	CHI TI	CHICAGO TITLE CO	9.95	
052488	2/23/2021	CINTAS2	CINTAS	190.14	
052489	2/23/2021	COUNTY4	SACRAMENTO COUNTY UTILITIES	113.70	
052490	2/23/2021	CR FID	FIDELITY NATIONAL TITLE	85.73	Account Closed - Customer Refund
052491	2/23/2021	CR NORT	NORTH AMERICAN TITLE COMPANY	63.12	Account Closed - Customer Refund
052492	2/23/2021	CR PLT	PLACER TITLE	50.23	Account Closed - Customer Refund
052493	2/23/2021	CR RSO	RAE SUZANNA ODEKIRK	21.94	Account Closed - Customer Refund
052494	2/23/2021	CRF CAT	CALATLANTIC TITLE	285.26	Account Closed - Customer Refund
052495	2/23/2021	CRF KEF	KEVIN FRIEDMAN	32.86	Account Closed - Customer Refund
052496	2/23/2021	CRF LEN	LENNAR HOMES CA, INC	66.91	Account Closed - Customer Refund
052497	2/23/2021	CRF LEN	LENNAR HOMES CA, INC	12.74	Account Closed - Customer Refund
052498	2/23/2021	CRF LEN	LENNAR HOMES CA, INC	170.18	Account Closed - Customer Refund
052499	2/23/2021	CRF LEN	LENNAR HOMES CA, INC	7.89	Account Closed - Customer Refund
052500	2/23/2021	CRF LEN	LENNAR HOMES CA, INC	43.35	Account Closed - Customer Refund
052501	2/23/2021	CRF LEN	LENNAR HOMES CA, INC	134.11	Account Closed - Customer Refund
052502	2/23/2021	CRF LEN	LENNAR HOMES CA, INC	73.60	Account Closed - Customer Refund
052503	2/23/2021	CRF LEN	LENNAR HOMES CA, INC	52.55	Account Closed - Customer Refund
052504	2/23/2021	CRF OR1	ORANGE COAST TITLE	127.06	Account Closed - Customer Refund
052505	2/23/2021	CRFAT	FIRST AMERICAN TITLE	202.50	Account Closed - Customer Refund
052506	2/23/2021	CRFFTC	FIRST AMERICAN TITLE COMPANY	19.69	Account Closed - Customer Refund
052507	2/23/2021	CRFFTC	FIRST AMERICAN TITLE COMPANY	192.55	Account Closed - Customer Refund
052508	2/23/2021	CRRTC	OLD REPUBLIC TITLE COMPANY	38.15	Account Closed - Customer Refund
052509	2/23/2021	DB COLS	DB CONSTRUCTIONAL LANDSCAPE	2,250.00	New Monthly Fee for Landscape Maintenance - All Wells & Offices
052510	2/23/2021	LIFE ST	LIFE STORAGE #669	679.57	Temporary Storage of FRCD & EGWD Documents
052511	2/23/2021	PERMANE	THE PERMANENTE MEDICAL	155.00	
052512	2/23/2021	PEST	PEST CONTROL CENTER INC	84.00	
052513	2/23/2021	SIERRA	SIERRA OFFICE SUPPLIES	468.10	
052514	2/23/2021	STANTEC	STANTEC CONSULTING SERVICES	7,960.00	ERP Assessment - Jan 2021 - Feb 2021
052515	2/23/2021	TRAFF S	TRAFFIC SIGN SPECIALTIES	673.44	Materials & Supplies - Distribution Crew
052516	2/23/2021	TULLY	TULLY & YOUNG, INC.	1,380.00	UWMP - January 2021

Total: 291,648.93

Active Account Information
As of 02/28/2021

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
Water Accounts:												
Metered												
Residential	12,161	12,163	12,308	12,294	12,295	12,311	12,292	12,291				
Commercial	363	363	364	363	362	363	361	363				
Irrigation	178	178	178	181	180	180	181	181				
Fire Service	180	180	181	182	180	180	180	181				
Total Accounts	12,882	12,884	13,031	13,020	13,017	13,034	13,014	13,016	-	-	-	-

Active Account Information
FY 2019/2020

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
Water Accounts:												
Metered												
Residential	11,857	11,891	11,889	11,905	11,941	11,927	12,060	12,064	12,157	12,149	12,153	12,159
Commercial	363	363	365	365	362	362	362	365	363	363	367	363
Irrigation	170	170	170	173	175	175	175	174	176	177	177	178
Fire Service	181	181	181	183	181	181	181	181	181	181	180	180
Total Accounts	12,571	12,605	12,605	12,626	12,659	12,645	12,778	12,784	12,877	12,870	12,877	12,880

**Bond Covenant Status
For Fiscal Year 2020-21
As of 02/28/2021
Adjusted for Prepayments**

Operating Revenues:	
Charges for Services	\$ 11,334,245
Operating Expenses:	
Salaries & Benefits (1)	2,583,300
Seminars, Conventions and Travel	2,861
Office & Operational	713,349
Purchased Water	2,191,793
Outside Services	509,461
Equipment Rent, Taxes, and Utilities	294,815
Total Operating Expenses	<u>6,295,579</u>
Net Operating Income	<u>\$ 5,038,666</u>
Annual Interest & Principal Payments	
\$3,855,469	\$ 2,570,313 (2)
Debt Service Coverage Ratio, YTD Only:	1.96
Required	1.15

Notes

1. Reflects only YTD due to CalPERS, not entire prepayment for year
2. **Reflects budget divided by number of months year to date.**
However, first Principal/Interest Payments made in September.
Projected Annual Budget Coverage Ratio is **1.32**

Year to Date Revenues and Expenses Compared to Budget
As of 02/28/2021

	General Ledger Reference	YTD Activity	Annual Budget	8/12=66.67% % Realized
Revenues	4100 - 4900	\$ 11,334,245	\$ 15,424,142	73.48%
Operating Expenses				
Salaries & Benefits	5100 - 5280	2,714,180	4,373,018	62.07%
less Capitalized Labor		(100,581)	(376,961)	26.68%
Less CalPERS Prepayment for Remainder of Year: (1)		(30,300)		
Adjusted Salaries and Benefits:		\$ 2,583,300	\$ 3,996,057	64.65%
Seminars, Conventions and Travel	5300 - 5350	2,861	53,307	5.37%
Office & Operational	5410 - 5494	713,349	1,338,578	53.29%
Purchased Water est. (2)	5495 - 5495	2,191,793	3,198,404	68.53%
Outside Services	5505 - 5580	509,461	1,283,548	39.69%
Equipment Rent, Taxes, Utilities	5620 - 5760	294,815	464,380	63.49%
Total Operational Expenses		\$ 6,295,579	\$ 10,334,274	60.92%
Net Operating Income		\$ 5,038,666	\$ 5,089,868	98.99%
Non-Operating Revenues				
Interest Received	9910 - 9910	67,572	100,000	67.57%
Unrealized Gains/(Losses)	9911 - 9911	(16,179)	-	100.00%
Other Income/(Expense)	9920 - 9973	(1,623,840)	(1,709,239)	95.00%
Total Non-Operating Revenues		\$ (1,572,447)	\$ (1,609,239)	97.71%
Non-Operating Expenses				
Election Costs	9950 - 9950	1,887	250,000	0.75%
Capital Expenses (3):				
Capital Improvements	1705 - 1760	2,078,972	2,730,750	76.13%
Capital Replacements	1705 - 1760	188,139	855,000	22.00%
Unforeseen Capital Projects	1705 - 1760	66,379	100,000	66.38%
Total Capital Expenses:		\$ 2,333,490	\$ 3,685,750	63.31%
Bond Interest Accrued (4)	7300 - 7300	1,036,979	1,555,469	66.67%
Total Non Operating Expenses		\$ 3,372,357	\$ 5,491,219	61.41%
Bond Retirement (4):		\$ 1,533,333	\$ 2,300,000	66.67%
Total Expenditures		\$ 11,921,440	19,734,732	60.41%
Revenues in Excess of All Expenditures, including Capital		\$ (1,439,471)	\$ (4,310,590)	33.39%

Notes:

- The District prepays CalPERS for the employers' share of retirement costs for the entire year. By doing this, the District saves approximately 3.5% in its total CalPERS payments for the year. The adjusted salaries and benefits above shows what salaries and benefits would be if only the amount due to CalPERS YTD was paid YTD, with no prepayment.
- There is a lag in water billings from the Sacramento County Water Agency. Included above is an estimate of costs to date based on water used.
- YTD Activity includes \$100,581 in capitalized labor charged to capital projects.
- Bond retirement payments are made two times a year in September and March
- Accounts receivable balance, which represents the difference between the total amount billed and total amount collected, as of Feb 28, 2021 is \$460,417.48.

**CASH - Detail Schedule of Investments
As of 02/28/2021**

<u>G/L Account : Fund</u>		<u>Account number / name</u>	<u>Investment Name</u>	<u>Investment Type</u>		<u>Restrictions</u>	<u>Market Value</u>			
<u>HELD BY BOND TRUSTEE:</u>										
1110-000-20	Water	BNY 892744 FRCD 2014A DEBT SERVICE	Dreyfus Inst Treasury	MM Mutual Fund		Restricted	750,349.38			
1112-000-20	Water	BNY 743850 FRCD 2016A DEBT SERVICE	Dreyfus Inst Treasury	MM Mutual Fund		Restricted	0.00			
						Subtotal	\$ 750,349.38			
1001-000-20	Water	Cash on Hand				Unrestricted	\$ 300.00			
<u>HELD BY F&M BANK:</u>										
1011-000-10	FRCD	F&M 08-032009-01 CHECKING ACCOUNT				Unrestricted	109.26			
1011-000-20	Water	F&M 08-032017-01 OPERATING ACCOUNT				Unrestricted	2,338,851.50			
1084-000-20	Water	F&M 08-03201702-31 MONEY MARKET			0.50%	Unrestricted	100,446.48			
1031-000-20	Water	F&M 08-032912-01 CREDIT CARD ACCOUNT				Unrestricted	658,669.46			
1061-000-20	Water	F&M 08-032890-01 PAYROLL ACCOUNT				Unrestricted	45,505.48			
1071-000-20	Water	F&M 08-032920-01 DRAFTS ACCOUNT				Unrestricted	451,045.76			
						Subtotal	\$ 3,594,627.94			
<u>INVESTMENTS</u>										
1080-000-20	Water	Office of the Treasurer - Sacramento California	LAIF	Investment Pool	0.46%	Unrestricted	\$ 5,459,916.29			
1081-000-20	Water	CALTrust Medium Term		Investment	0.61%	Unrestricted	\$ 1,388,246.62			
1082-000-20	Water									
		<u>PURCHASE DATE</u>	<u>CUSIP</u>	<u>ISSUED BY</u>	<u>CALL DATE</u>	<u>MATURITY DATE</u>	<u>% of Portfolio</u>	<u>Current Yield</u>	<u>COST BASIS</u>	<u>MARKET VALUE</u>
		9/30/2016	N/A	Union Bank of California	N/A	N/A	4.18%	0.04%	\$ 218,004.50	\$ 218,004.50
		11/19/2020	3135GA5H0	Federal Home Loan (FHLB)	07/10/20 - qtrly	11/25/2025	18.99%	0.590%	\$ 1,000,000.00	989,550.00
		7/31/2020	3134GV3E6	Federal Home Loan (FHLB)	6/30/20 - qtrly	9/29/2023	19.20%	0.470%	\$ 1,000,000.00	1,000,190.00
		7/31/2020	3133ELQ56	Federal Home Loan (FHLB)	11/25/20 - qtrly	7/2/2024	19.22%	0.570%	\$ 1,000,000.00	1,001,200.00
		11/18/2019	3133ELUK8	Federal Home Loan (FHLB)	06/25/20- qtrly	3/25/2025	19.21%	1.200%	\$ 1,000,000.00	1,000,720.00
		7/31/2020	3136G4YP2	Federal Natl MTG ASSN	07/09/2021 - qtrly	7/9/2025	19.20%	0.720%	\$ 1,000,000.00	1,000,050.00
									\$ 5,218,004.50	\$ 5,209,714.50
									Total	\$ 16,403,154.73
									Total Restricted	\$ 750,349.38
									Total Unrestricted	\$ 15,652,805.35

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

Consultant Expenses

As of 02/28/2021

Fiscal Retainer Contracts

Consultant	Description	Total Contract	Current Month	Paid to date	2020-2021 FY Budget	Percent of year (67%)
JRG Attorneys, LLP	Task orders	TBD	\$ 5,049	\$ 24,132		
Somach Simmons & Dunn	Task orders	TBD	\$ -	\$ -		
BAKER MANOCK & JENSEN	Task orders	TBD	\$ 1,181	\$ 5,171		
Liebert Cassidy Whitmore	Task orders	TBD		\$ 9,302		
Murphy Austin Adams	Task orders	TBD	\$ 17,262	\$ 32,718		
Total			\$ 23,492	\$ 71,323	\$ 175,000	40.76%
Solutions by BG, Inc.	Task orders	725,050	\$ 18,480	\$ 140,734	\$ 265,050	53.10%

Major Contracts

Consultant	Description	Total Contract	Current Month	Paid to date	2020-2021 FY Budget	Percent of Contract Amount
*Earl Consulting	PSA	\$ 50,000	\$ 8,663	\$ 24,245		
MFDB Architects	PSA	\$ 192,500	\$ -	\$ 1,000		
Stantec Consulting	PSA	\$ 98,212	\$ 14,338	\$ 14,338		
Tully & Young	PSA	\$ 78,500	\$ 1,380	\$ 3,645		
		\$ 419,212	\$ 24,381	\$ 43,228		10.31%

*Change Order to Amend Contract for an additional \$10,000. Original Contract amount was \$40,000.

**Major Capital Improvement Project
Budget vs Actuals
As of 2/28/2021**

Capital Project	Total Project Budget	Total Project Exp to Date	Percent Spent	Capitalized Labor	Fund Type	Project Type	Feb		Total YTD (1)	YTD % Spent
							2020-21 Budget	Project Exp		
Backyard Water Mains/Service Replacement	\$ 2,649,000	\$ 1,159,079	43.76%	\$ 78,570	R&R	Supply/Distribution	\$ 675,000	\$ 10,025	\$ 154,988	22.96%
Well Rehabilitation Program (11D)	98,000	146,182	149.17%	-	R&R	Supply/Distribution	-	-	31,651	100.00% (2)
Well Rehabilitation Program	120,000	1,500	1.25%	-	R&R	Supply/Distribution	120,000	1,500	1,500	1.25%
PLC Bucket Replacements	50,000	-	0.00%	-	R&R	Treatment	50,000	-	-	0.00%
Pavement Repair and Coat Seal	10,000	-	0.00%	-	R&R	Building and Site	10,000	-	-	0.00%
Service Line Replacements	140,000	-	0.00%	-	CIP	Supply/Distribution	140,000	-	-	0.00%
Chlorine Analyzers Shallow Wells	75,000	-	0.00%	-	CIP	Treatment	75,000	-	-	0.00%
Well 4D Radio Antenna	30,000	-	0.00%	-	CIP	Treatment	-	-	-	0.00%
RRWTP Variable Frequency Drives	75,000	75,406	100.54%	-	CIP	Treatment	-	-	-	0.00%
Security Cameras	25,000	-	0.00%	-	CIP	Treatment	25,000	-	-	0.00%
9829 Waterman Rd	2,255,750	1,988,171	88.14%	-	CIP	Building and Site	2,255,750	8,663	1,988,171	88.14%
Truck Replacements	135,000	-	0.00%	-	CIP	Building and Site	135,000	-	-	0.00%
Vacuum Excavator	100,000	90,801	90.80%	-	CIP	Building and Site	100,000	-	90,801	90.80%
Unforeseen Capital Projects	100,000	66,379	66.38%	22,012	-	-	100,000	-	66,379	66.38% (3)
Sub-Total	\$ 5,862,750	\$ 3,527,517	60.17%	\$ 100,581			\$ 3,685,750	\$ 20,188	\$ 2,333,490	63.31%

(1) Includes \$100,581 in capitalized labor through 2/28/2021

(2) Capital projects budgeted for in prior years, however, work carried over and completed in current year.

(3) Includes unforeseen capital projects, including:

36" Transmission Main Repair	\$ 55,849
Camden Water Main Repair	10,529
Total	\$ 66,378

March 16, 2021

TO: Chair and Directors of the Florin Resource Conservation District

FROM: Bruce Kamilos, Assistant General Manager

SUBJECT: **SALE OF SURPLUS PROPERTY (APN 125-0210-013)**

RECOMMENDATION

It is recommended that the Florin Resource Conservation District Board of Directors adopt Resolution No. 03.16.21.01:

1. Accepting the bid from Jason Kline to purchase real property APN 125-0210-013 owned by the Florin Resource Conservation District and deemed surplus; and
2. Authorizing the General Manager to execute the Agreement for Purchase and Sale and Joint Escrow Instructions to sell real property APN 125-0210-013 to Jason Kline; and
3. Authorizing the General Manager to execute any and all documents necessary to effectuate the closing of escrow with respect to the sale of the real property APN 125-0210-013.

SUMMARY

The Florin Resource Conservation District (FRCD) Board of Directors (Board) on October 20, 2020 approved Resolution No. 10.20.20.01, declaring that real property APN 125-0210-013 is surplus. The approval of the resolution set in motion steps consistent with the Surplus Land Act to offer the property first to qualified public agencies, and subsequently to the public at large. The process has resulted in a public purchase offer from Jason Kline, owner of the School of Rock, in the amount of \$38,800. This amount is above the minimum bid price, which was set at the appraised value of \$35,000.

Staff recommends that the Board adopt Resolution No. 03.16.21.01 (attached) so that staff can proceed with selling the surplus real property APN 125-0210-013 to Jason Kline.

DISCUSSION

Background

On October 20, 2020, the FRCD Board approved Resolution No. 10.20.20.01, declaring that real property APN 125-0210-013 is surplus, and subject to the statutory notice and

SALE OF SURPLUS PROPERTY (APN 125-0210-013)

Page 2

offer procedures of the Surplus Land Act. On November 20, 2020, staff provided a written Notice of Availability to qualified public agencies within whose jurisdiction the real property is located, notifying the agencies of the property offered for sale. The Notice of Availability set the minimum bid price at the appraised value of \$35,000, and a bid due date of January 19, 2021. This bid's due date provided an offer period of 60 days as required by the Surplus Land Act. At the close of the offer period, staff did not receive any bids from qualified public agencies. Therefore, staff proceeded to offer the property by public auction.

Present Situation

On February 5, 2021, the Elk Grove Citizen ran a public notice announcing the public auction of the surplus real property APN 125-0210-013. The notice set the minimum bid price at the appraised value of \$35,000. Bids were due on February 26, 2021. Staff received one (1) bid in the amount of \$38,800 from Jason Kline, owner of the School of Rock. It is noteworthy that the School of Rock property is contiguous to APN 125-0210-013. Jason Kline has long wanted to purchase the property to provide additional parking for his customers.

In accordance with the FRCD's Disposal of Surplus Property Policy, bids for the purchase of real property shall be accepted or rejected by a resolution of the Board. Staff recommends that the Board adopt Resolution No. 03.16.21.01 to meet this policy requirement, and so staff can proceed with selling the surplus real property APN 125-0210-013 to Jason Kline.

ENVIRONMENTAL CONSIDERATIONS

There are no environmental considerations associated with this item.

STRATEGIC PLAN CONFORMITY

The recommendation made in this staff report conforms to Strategic Goal 2, Fiscal Responsibility, of the FRCD/EGWD 2020-2025 Strategic Plan which directs EGWD to make financial decisions that benefit its customers.

March 16, 2021

SALE OF SURPLUS PROPERTY (APN 125-0210-013)

Page 3

FINANCIAL SUMMARY

There financial impact associated with this item will result in a financial gain of \$38,800 to the FRCD.

Respectfully submitted,



BRUCE M. KAMILOS
ASSISTANT GENERAL MANAGER

Attachment

RESOLUTION NO. 03.16.21.01

A RESOLUTION OF THE FLORIN RESOURCE CONSERVATION DISTRICT BOARD OF DIRECTORS ACCEPTING THE BID FROM JASON KLINE TO PURCHHSE REAL PROPERTY APN 125-0210-013 OWNED BY THE FLORIN RESOURCE CONSERVATION DISTRICT AND DEEMED SURPLUS; AUTHORIZING THE GENERAL MANAGER TO EXECUTE THE AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS TO SELL REAL PROPERTY APN 125-0210-013 TO JASON KLINE; AND AUTHORIZING THE GENERAL MANAGER TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE CLOSING OF ESCROW WITH RESPECT TO THE SALE OF REAL PROPERTY APN 125-0210-013

WHEREAS, the Florin Resource Conservation District (District) is a Resource Conservation District organized pursuant to Division 9 of the California Public Resources Code, Sections 9001, et seq. (Resource Conservation Law); and

WHEREAS, the District is formed for the purposes delineated in the Public Resources Code Section 9001 and all things necessary to carry out the provisions of the Resource Conservation Law and adopted District Bylaws; and

WHEREAS, the District Board of Directors (Board) finds that the real property owned by the District and identified by APN 125-0210-013 (Property) is surplus; and

WHEREAS, the Board wishes to sell the Property to Jason Kline; and

WHEREAS, the sale of the Property is subject to the procedures of the Surplus Land Act, as prescribed in the District's Disposal of Surplus Property Policy;

NOW THEREFORE, THE FLORIN RESOURCE CONSERVATION DISTRICT BOARD OF DIRECTORS DOES HEREBY RESOLVE:

SECTION 1. The Board hereby adopts the foregoing recitals as true and correct, and incorporates them herein by reference.

SECTION 2. The Board hereby accept the bid from Jason Kline to purchase real property APN 125-0210-013 owned by the Florin Resource Conservation District and deemed surplus;

SECTION 3. The Board hereby authorize the General Manager to execute the Agreement for Purchase and Sale and Joint Escrow Instructions to sell real property APN 125-0210-013 to Jason Kline;

SECTION 4. The Board hereby authorize the General Manager to execute any and all documents necessary to effectuate the closing of escrow with respect to the sale of real property APN 125-0210-013.

SECTION 5. The Board Secretary shall certify to the adoption of this Resolution.

SECTION 6. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 16th day of March, 2021.

AYES:

NOES:

ABSENT:

ABSTAIN:

Sophia Scherman
Chair

Attest:

Stefani Phillips
Board Secretary

Approved as to form:

Richard E. Nosky
District Legal Counsel

EXHIBIT "A"

FLORIN RESOURCE CONSERVATION DISTRICT

**"AGREEMENT FOR PURCHASE AND SALE
AND JOIN ESCROW INSTRUCTIONS"**

[Attached behind this cover page]

**AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

This AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is entered into by and between Jason Kline ("**Buyer**"), and the Florin Resource Conservation District ("**Seller**"). Buyer and Seller are sometime individually referred to herein as "**Party**" and collectively as "**Parties**". The Parties have executed this Agreement on the dates set forth below next to their respective signatures. This Agreement shall be effective on the date, following all legally required notices and hearings, this Agreement has been approved by Buyer's governing body or its delegated representative and signed by all Parties ("**Effective Date**").

RECITALS

A. Seller is owner in fee of certain real property bearing Assessor's Parcel Number 125-0210-013 located in the City of Elk Grove, County of Sacramento, State of California and more fully described in EXHIBIT A attached hereto and incorporated herein by reference (the "**Property**").

B. Buyer desires to purchase the Property from Seller and Seller desires to sell the Property to Buyer, upon the terms and provisions set forth in this Agreement.

TERMS

NOW THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, the Buyer and Seller agree as follows:

1. **PURCHASE AND SALE.**

1.1 **Property.** Buyer agrees to purchase the Property as is from Seller and Seller agrees to sell the Property as is to Buyer, upon the terms and provisions set forth in this Agreement.

1.2 **Purchase Price.** The total purchase price for the Property is Thirty-Eight Thousand Eight Hundred Dollars and No Cents (\$38,800.00) ("**Purchase Price**"), which includes, without limitation, full payment of just compensation, relocation benefits, lease bonus value, attorneys' fees, costs, interest, and damages in complete settlement of all claims (known and unknown), causes of action and demands of Seller against Buyer because of Buyer's purchase of the Property, and for any and all claims (known and unknown) arising from or relating to the purchase and sale which is the subject of this Agreement.

1.3 **Payment of Purchase Price.** At Close of Escrow (defined below), Buyer shall pay to Seller through escrow the Purchase Price, payable in cash, by cashier's or certified check or by wire transfer.

2. ESCROW.

2.1 Opening of Escrow. Within five (5) business days following the Effective Date, Buyer and Seller shall open an escrow ("**Escrow**") with Fidelity National Title Insurance Company, Elk Grove, California ("**Escrow Holder**"), for the purpose of consummating the transaction contemplated by this Agreement. For purposes of this Agreement, the Escrow shall be deemed open on the date Escrow Holder shall have received a copy of this Agreement, showing it to be fully executed by Buyer and Seller ("**Opening of Escrow**" or "**Opening Date**"). Escrow Holder shall notify Buyer and Seller, in writing, of the Opening Date.

2.2 Escrow Instructions. This Agreement constitutes the joint basic escrow instructions of Buyer and Seller for conveyance of the Property. Buyer and Seller shall execute, deliver and be bound by any reasonable or customary supplemental or additional escrow instructions ("**Additional Instructions**") of Escrow Holder or other instruments as may be reasonably required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. Any such Additional Instructions shall not conflict with, amend or supersede any portions of this Agreement unless expressly consented or agreed to in writing by Buyer and Seller. In the event of any conflict or any inconsistency between this Agreement and such Additional Instructions, this Agreement shall govern unless otherwise expressly consented or agreed to in writing by the Parties.

2.3 Close of Escrow. For purposes of this Agreement, "**Close of Escrow**" or "**Closing**" means the recordation in Official Records of Sacramento County, California of a Grant Deed in form reasonably acceptable to Buyer and Title Company conveying fee title to the Property to Buyer ("**Grant Deed**"), and the disbursement of funds and distribution of other documents by Escrow Holder, all as described herein. Close of Escrow shall occur within sixty (60) days following the Opening Date ("**Closing Date**"), provided that Buyer and Seller may, but shall not be obligated to, close the Escrow upon such earlier date as the Buyer and Seller mutually agree to in writing. Buyer and Seller may mutually agree to change the Closing Date by joint written notice to Escrow Holder. The Closing shall be conditioned upon satisfaction, or waiver by the Party for whose benefit the condition exists, of all conditions precedent thereto. In the event the Escrow is not in a condition to close by the Closing Date for any reason other than the uncured breach of either Buyer or Seller, then any Party who is not then in default of the terms of this Agreement may terminate this Agreement and the Escrow as provided in Section 6.1 herein. If no notice of termination as provided in Section 6.1 herein is received by Escrow Holder, Escrow Holder is instructed to proceed with Close of Escrow as soon as possible.

2.4 Costs of Escrow and Title Policy. The Buyer shall be responsible for paying the documentary transfer tax with respect to the conveyance contemplated by this Agreement, pursuant to California Revenue and Taxation Code Section 1192, as well as the recording fees with respect to the recording of the Grant Deed, pursuant to California Government Code Section 27383. Buyer shall pay all Escrow fees and costs attributable to conveyance of the Property pursuant to this Agreement and the cost of the Title Policy (defined below) (collectively, "**Closing Costs**"). Escrow Holder shall provide an estimated closing costs statement to Buyer and Seller at least three (3) days prior to the Closing Date.

2.5 Property Taxes and Prorations. All property taxes and assessments levied and assessed against the Property shall have been paid by Seller before delinquency and shall be current as of Close of Escrow. All property taxes and assessments levied and assessed against the Property shall be prorated as of 11:59 p.m. Pacific Standard Time on the date the Close of Escrow occurs. For purposes of calculating such prorations, Buyer shall be deemed to be in title to the Property, and therefore responsible for the expenses related thereto, for the entire day upon which the Close of Escrow occurs. All prorations shall be made in accordance with common escrow practices in Sacramento County at the discretion of the Escrow Holder. Seller shall be liable for any and all property taxes and assessments and supplemental assessments received following Close of Escrow but assessed based upon matters occurring prior to Close of Escrow, and shall promptly pay same upon receipt by Seller of a billing invoice or demand therefor. Seller's obligation to pay such property taxes and assessments, if any, and such supplemental assessments, if any, shall survive the Close of Escrow.

2.6 Deposit of Funds and Documents.

2.6.1 By Buyer. No less than one (1) day prior to Closing, Buyer shall deposit into Escrow: (i) funds required to pay the Purchase Price; (ii) funds required to pay all Closing Costs; (iii) a certificate accepting the Grant Deed and consenting to recording of same; (iv) Preliminary Change of Ownership Report form; and (v) such other documents and sums, if any, required of Buyer under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

2.6.2 By Seller. No less than one (1) day prior to Closing, Seller shall deposit into Escrow: (i) a properly executed and acknowledged Grant Deed; (ii) certificate required under the Foreign Investment in Real Property Tax Act (Internal Revenue Code Section 1445), also known as a "FIRPTA" certificate; (iii) appropriate Real Estate Withholding Certificate required under California Revenue and Taxation Code Sections 18661 *et seq.*, also known as "California Form 593"; and (iv) such other documents and sums, if any, required of Seller under this Agreement and by Escrow Holder in the performance of its contractual or statutory obligations.

2.7 Buyer's Conditions Precedent to Close of Escrow. The Close of Escrow and Buyer's obligation to accept title to the Property and pay the Purchase Price are subject to the satisfaction of the following-described conditions for Buyer's benefit (or Buyer's waiver thereof, it being agreed that Buyer may waive any or all of such conditions) on or prior to the Closing Date:

2.7.1 All representations and warranties of Seller set forth in this Agreement shall be true and correct as of the Effective Date and as of Close of Escrow.

2.7.2 Seller shall have timely performed all obligations required to be performed by Seller prior to the Close of Escrow by the terms of this Agreement.

2.7.3 Escrow Holder shall have received an irrevocable commitment from the Title Company (defined below) to issue the Title Policy (defined below) required pursuant to this Agreement, as set forth in more detail in Article 3 of this Agreement.

2.7.4 Buyer shall have approved Escrow Holder's estimated closing costs statement.

2.8 Seller's Conditions Precedent to Close of Escrow. The Close of Escrow and Seller's obligation to convey the Property are subject to the satisfaction of the following-described condition for Seller's benefit (or Seller's waiver thereof, it being agreed that Seller may waive any or all of such conditions) on or prior to the Closing Date:

2.8.1 Buyer shall have timely performed all obligations to be performed by Buyer prior to Close of Escrow by the terms of this Agreement.

2.9 Notices. All communications from Escrow Holder to either Buyer or Seller shall be directed to the addresses and in the manner established in Section 7.1 herein for notices, demands and communications between the Buyer and Seller.

2.10 Facsimile/Counterpart Documents. In the event Buyer or Seller utilizes "facsimile" transmitted signed documents, the Parties hereby agree to accept and instruct Escrow Holder to rely upon such documents as if they bore original signatures. Buyer and Seller hereby acknowledge and agree to provide to Escrow Holder, within seventy-two (72) hours after transmission, such documents bearing the original signatures. Buyer and Seller further acknowledge and agree that facsimile documents bearing non-original signatures will not be accepted for recording and that the Parties will provide originally executed documents to Escrow Holder for such purpose. Escrow Holder is authorized to utilize documents which have been signed by Buyer and Seller in counterparts.

3. TITLE.

3.1 Title Report. Within ten (10) calendar days following the Opening Date, the Parties shall obtain, and provide to Buyer, a standard preliminary report for the Property from Fidelity National Title Insurance Company, Elk Grove, California ("**Title Company**"), together with the underlying documents relating to the Schedule B exceptions set forth in such report (collectively, the "**Title Report**").

3.2 Title Policy; Permitted Exceptions. It is a condition to the Close of Escrow for Buyer's benefit that title to the Property and the right to possession to any portion of the Property shall be subject only to the Permitted Exceptions (defined below), as evidenced by the receipt by Escrow Holder prior to the Closing Date of an irrevocable commitment from Title Company to issue to Buyer upon Close of Escrow an extended (see Section 1.1 herein) owner's form policy of title insurance ("**Title Policy**") in an amount equal to the Purchase Price, showing title to the Property vested in Buyer, subject only to: (i) a lien to secure payment of general and special real property taxes and assessments, not delinquent and (ii) other exceptions to title disclosed by the Title Report that have been approved in writing by Buyer prior to the Close of

Escrow (collectively, the "**Permitted Exceptions**"), and containing such endorsements and affirmative coverage as Buyer may require. In the event Escrow Holder has not received such irrevocable commitment prior to the Closing Date, then Buyer may terminate this Agreement as provided in Section 6.1 herein.

3.3 Monetary Liens and Encumbrances. It is expressly acknowledged and agreed that it is a condition to Close of Escrow for Buyer's benefit that at Close of Escrow the Property shall be free and clear of (i) all statutory liens and encumbrances for property taxes and assessments levied and assessed against the Property that have become due prior to Close of Escrow and (ii) all non-statutory monetary liens and encumbrances. Seller shall diligently seek to obtain, and cooperate with Escrow Holder and Title Company in obtaining, such reconveyance and/or other instruments as may be required by Title Company to insure such condition of title. Seller hereby authorizes and instructs Escrow Holder to cause the satisfaction and removal of all such liens and encumbrances from funds otherwise payable to Seller at Close of Escrow. Before such payments or charges are made, Escrow Holder shall notify Seller of the sums necessary to satisfy and remove such monetary liens or encumbrances.

4. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller hereby represents and warrants to Buyer that the following statements are true and correct as of the Effective Date, and shall be true and correct as of the Close of Escrow, and the truth and accuracy of such statements shall constitute a condition precedent to all of Buyer's obligations under this Agreement:

4.1 Seller's Authority. Seller has full legal right, power and authority to enter into this Agreement and the instruments and documents referenced herein and to consummate the transactions contemplated hereby.

4.2 No Breach. The execution and delivery of this Agreement by Seller, Seller's performance hereunder, and the consummation of the transaction contemplated hereby will not constitute a violation of any order or decree or result in the breach of any contract or agreement to which Seller is at present a party or by which Seller is bound.

4.3 No Litigation. To Seller's knowledge, no litigation and no governmental, administrative or regulatory act or proceeding regarding the environmental, health and safety aspects of the Property is pending, proposed or threatened.

4.4 No Possessory Interests; No Further Agreements or Undertakings. Except as provided in 4.6 below, to Seller's current actual knowledge, there are no agreements for occupancy in effect with respect to the Property and no unrecorded possessory interests or unrecorded agreements that would adversely affect Buyer's title to or use of the Property. Seller shall not enter into any agreements nor undertake any obligations prior to Close of Escrow that would in any way burden, encumber or otherwise affect the Property, including, without limitation, any agreements for occupancy with respect to the Property, or any portion thereof.

4.5 Hazardous Materials and/or Hazardous Substances. Excepting Buyer's use, Seller is aware of its obligation under California Health and Safety Code Section 25359.7 to disclose any information it may have regarding any release of "**Hazardous Materials and/or**

Hazardous Substances" (as defined by applicable federal, state and local statutes, rules and regulations) upon or under the Property. Seller is not aware that any Hazardous Materials and/or Hazardous Substances have been used, generated, manufactured, stored, transported to or from, or disposed of on, under or about the Property or any other adjoining property owned by Seller. Seller makes no representations as to Buyer's use of the Property.

4.6 Sellers make no representations about any third party's, including Buyer's, right of egress or ingress across the Property or any adjacent properties.

4.7 Survival of Covenants, Representations and Warranties. The covenants, representations and warranties contained in this Article 4 shall survive recordation of the Grant Deed and the Close of Escrow.

5. ACKNOWLEDGMENT OF FULL SATISFACTION AND RELEASE.

5.1 Full Satisfaction. By execution of this Agreement, Seller, on behalf of itself, its successors and assigns, hereby acknowledges that this Agreement provides full and complete payment and satisfaction for the acquisition of the Property by Buyer, and Seller hereby expressly and unconditionally waives any claim for damages, relocation assistance benefits, interest, loss of goodwill, severance damages, claims for inverse condemnation or unreasonable precondemnation conduct, or any other compensation or benefits other than as already expressly provided for in this Agreement, it being understood that this is a complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the acquisition of the Property.

5.2 California Civil Code Section 1542. Seller hereby acknowledges that it has either consulted with legal counsel or had an opportunity to consult with legal counsel regarding, and represents and warrants that it is familiar with, the provisions of California Civil Code Section 1542, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

5.3 Seller's Waiver of California Civil Code Section 1542. Seller acknowledges that with respect to the sale of the Property to Buyer, Seller may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained, may give rise to additional damage, loss, costs or expenses in the future. Nevertheless, Seller hereby acknowledges that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waives, to the maximum legal extent, any and all rights accruing to it under California Civil Code Section 1542 or other statute(s) or judicial decision(s) of similar effect.



Seller's Initials

5.4 Survival of Acknowledgments, Releases and Waiver. The acknowledgments, releases and waivers of Seller in this Article 5 shall survive recordation of the Grant Deed and the Close of Escrow.

6. TERMINATION, DEFAULTS, REMEDIES.

6.1 Exercise of Rights to Terminate. In the event Buyer or Seller elects to exercise its rights to terminate this Agreement and the Escrow as provided in this Agreement, then Buyer or Seller, as applicable, may so terminate by giving notice, in writing, prior to the Close of Escrow, of such termination to the other Party and Escrow Holder. In such event, the Party so terminating shall pay all Escrow Holder and Title Company termination fees and charges (collectively, "**Termination Costs**"). Upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting for the obligation of the Party so terminating to pay Termination Costs as provided herein, and excepting for the obligations under this Agreement that expressly survive any termination of this Agreement, shall cease and terminate.

6.2 Buyer's Breach. In the event Buyer breaches any obligation hereunder which Buyer is to perform prior to the Close of Escrow, and fails to cure such breach within a reasonable period of time determined at the sole discretion of Seller, then Seller, as its sole and exclusive remedy, may terminate this Agreement and the Escrow by giving notice, in writing, prior to the Close of Escrow, of such termination to Buyer and Escrow Holder. In such event, Buyer shall pay all Termination Costs. Upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting for the obligation of the Buyer to pay Termination Costs as provided herein, and excepting for the obligations under this Agreement that expressly survive any termination of this Agreement, shall cease and terminate.

6.3 Seller's Breach. In the event Seller breaches any obligation hereunder which Seller is to perform prior to the Close of Escrow, and fails to cure such breach within a reasonable period of time determined at the sole discretion of Buyer, then, in addition to pursuing any other rights or remedies which Buyer may have at law or in equity, Buyer may, at Buyer's option, (i) terminate this Agreement and the Escrow by giving notice, in writing, prior to Close of Escrow, of such termination to Seller and Escrow Holder; or (ii) initiate an action for specific performance of this Agreement. Should Buyer elect to terminate this Agreement and the Escrow as provided herein, then Seller shall pay all Termination Costs. Upon such termination, all obligations and liabilities of the Parties under this Agreement, excepting for the obligation of the Seller to pay Termination Costs as provided herein, and excepting for the obligations under this Agreement that expressly survive any termination of this Agreement, shall cease and terminate.

6.4 Return of Funds and Documents; Release of Liability as to Escrow Holder
In the event Escrow Holder terminates the Escrow as a result of having received notice, in writing, from Buyer or Seller of its election to terminate the Escrow as provided in this Article 6, then Escrow Holder shall terminate the Escrow and return all funds, less Termination Costs, as appropriate, and documents to the Party depositing the same. Further, the Parties hereby release Escrow Holder, and shall hold Escrow Holder free and harmless, from all liabilities associated with such termination excepting for Escrow Holder's obligations to return funds and documents

as provided herein. It is expressly agreed that the provisions of this Section 6.4 shall survive any termination of this Agreement.

7. OTHER

7.1 Notices and Demands. All notices or other communications required or permitted between the Parties hereunder shall be in writing, and shall be (i) personally delivered, (ii) sent by United States registered or certified mail, postage prepaid, return receipt requested, (iii) sent by facsimile transmission with confirmation of receipt, or (iv) sent by nationally recognized overnight courier service (e.g., Federal Express or United Parcel Service), addressed to the Party to whom the notice is given at the addresses provided below, subject to the right of any Party to designate a different address for itself by notice similarly given. Any notice so given by registered or certified United States mail shall be deemed to have been given on the third business day after the same is deposited in the United States mail. Any notice not so given by registered or certified mail, such as notices delivered by personal delivery, facsimile transmission or courier service, shall be deemed given upon receipt, rejection or refusal of the same by the Party to whom the notice is given. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice or other communication sent.

To Buyer: Mr. Jason Kline
9045 Elk Grove Blvd.
Elk Grove, CA 95624
Facsimile: (925) 369-0302
Telephone: (916) 753-6261

To Seller: Florin Resource Conservation District
Attn: Mr. Mark J. Madison, General Manager
9257 Elk Grove Blvd.
Elk Grove, CA 95624
Facsimile: (916) 685-5376
Telephone: (916) 685-3556

To Escrow Holder: Fidelity National Title Insurance Company
Attn: Mary Grace Medina, Escrow Officer/AVP
9257 Laguna Springs Drive, Suite 100
Elk Grove, CA 95758
Facsimile: (916) 478-0160
Telephone: (916) 683-5520

7.2 Indemnity by Seller. Seller shall, at Seller's sole cost and expense, indemnify, protect and defend (with counsel of Buyer's choice) and hold Buyer, its officers and/or directors and its successors and assigns, harmless from and against any and all claims, liabilities, obligations, losses, damages, costs and expenses of any kind or nature whatsoever, including, without limitation, reasonable attorney's fees, court costs and litigation expenses, that Seller may reasonably incur or sustain by reason of or in connection with (i) the Property during Seller's ownership or operation thereof on or before the Close of Escrow, (ii) the use on or before the Close of Escrow of the Property, during Seller's ownership, by Seller or any third party, excepting Buyer's use, including, without limitation, any tenant, invitee or licensee of Seller, (iii) any breach of any covenant, agreement, representation or warranty of Seller contained in this Agreement; (iv) the presence, use, handling, storage, disposal or release on or before the Close of Escrow of Hazardous Materials and/or Hazardous Substances on, under or about the Property caused by Seller; and (v) the Seller's violation of any federal, state or local law, ordinance or regulation, occurring or allegedly occurring with respect to the Property, during Seller's ownership, prior to the Close of Escrow. This indemnity by Seller herein contained shall survive recordation of the Grand Deed and the Close of Escrow.

7.3 Possession; Risk of Loss. Buyer shall be entitled to sole possession, of the Property immediately upon Close of Escrow. All risk of loss or damage to the Property will pass from the Seller to the Buyer at the Close of Escrow. In the event that material loss or damage occurs to the Property, or any portion thereof, prior to the Close of Escrow, **Buyer** may elect to terminate this Agreement as provided in Section 6.1 herein.

7.4 Brokers and Sales Commissions. Seller and Buyer each represent and warrant to the other that no broker, agent or finder has been engaged by them in connection with the transaction described in this Agreement. Each of the parties shall indemnify and defend the

other party and hold it harmless from any and all loss, damage, liability or expense, including costs and reasonable attorneys' fees, which the other party may incur or sustain by reason of or in connection with any misrepresentation or breach of warranty by the indemnifying party with respect to the foregoing.

8. MISCELLANEOUS

8.1 Required Actions of Buyer and Seller. Buyer and Seller agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the transaction herein contemplated and shall use their best efforts to accomplish the Close of Escrow in accordance with the provisions hereof.

8.2 Time of Essence. Time is of the essence of each and every term, condition, obligation and provision hereof.

8.3 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

8.4 Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

8.5 No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

8.6 Exhibit. EXHIBIT A referenced herein and attached hereto is hereby incorporated herein by this reference.

8.7 Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

8.8 Applicable Law. All questions with respect to this Agreement, and the rights and liabilities of the Parties and venue hereto, shall be governed by the laws of the State of California, without application of conflicts of law principles. Any and all legal actions sought to enforce the terms and provisions of the Agreement shall be brought in the courts of the County of Sacramento.

8.9 Assignment. Buyer shall have the right, in its sole discretion, to assign this Agreement, and any right or obligation herein, to any party of its choice without the consent or approval of Seller. Seller shall not assign this Agreement, or any right or obligation herein, to any party without the prior written consent of Buyer, which consent may be given or withheld in Buyer's sole discretion.

8.10 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the voluntary and involuntary successors and assigns of the Parties hereto.

8.11 Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

8.12 Construction. This Agreement will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either Party (including the Party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting thereof.

8.13 Legal Fees. Each Party shall be responsible for payment of its own attorney's fees and expenses with respect to negotiation and preparation of this Agreement and processing of the Escrow. In the event of the bringing of any action or proceeding to enforce or construe any of the provisions of this Agreement, the prevailing Party in such action or proceeding, whether by final judgment or out of court settlement, shall be entitled to have and recover of and from the other Party all costs and expenses of suit, including actual attorney's fees.

8.14 Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between Buyer and Seller as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

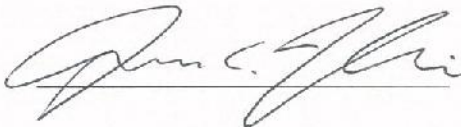
8.15 Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto.

**SIGNATURE PAGE TO
AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

IN WITNESS WHEREOF, each Party has executed this Agreement on the date set forth below next to that Party's signature.

BUYER:

Jason Kline
9045 Elk Grove Blvd.
Elk Grove, CA 95624

By: 

Date Executed: 2021-07-05

SELLER:

Florin Resource Conservation District
9257 Elk Grove Blvd.
Elk Grove, CA 95624

By: _____
Mark J. Madison

Its: General Manager

Date Executed: _____

ATTEST:

Agency Secretary

APPROVED AS TO LEGAL FORM:

Agency Counsel

EXHIBIT "A"

LEGAL DESCRIPTION

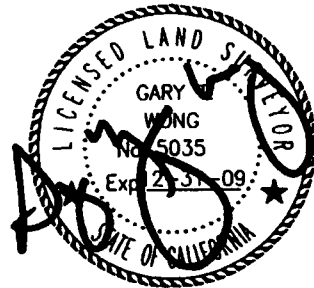
ALL THE REAL PROPERTY SITUATE IN THE CITY OF ELK GROVE, COUNTY OF SACRAMENTO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

LOT 14 OF THE J.H. KERR TRACT, AS THE SAME IS SHOWN ON THE CERTAIN MAP OR PLAT ENTITLED; "PLAT OF ELK GROVE STATION", FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF SAID COUNTY OF SACRAMENTO IN BOOK 1 OF MAPS, MAP NO. 30.

ASSESSORS PARCEL NO: 125-0210-013

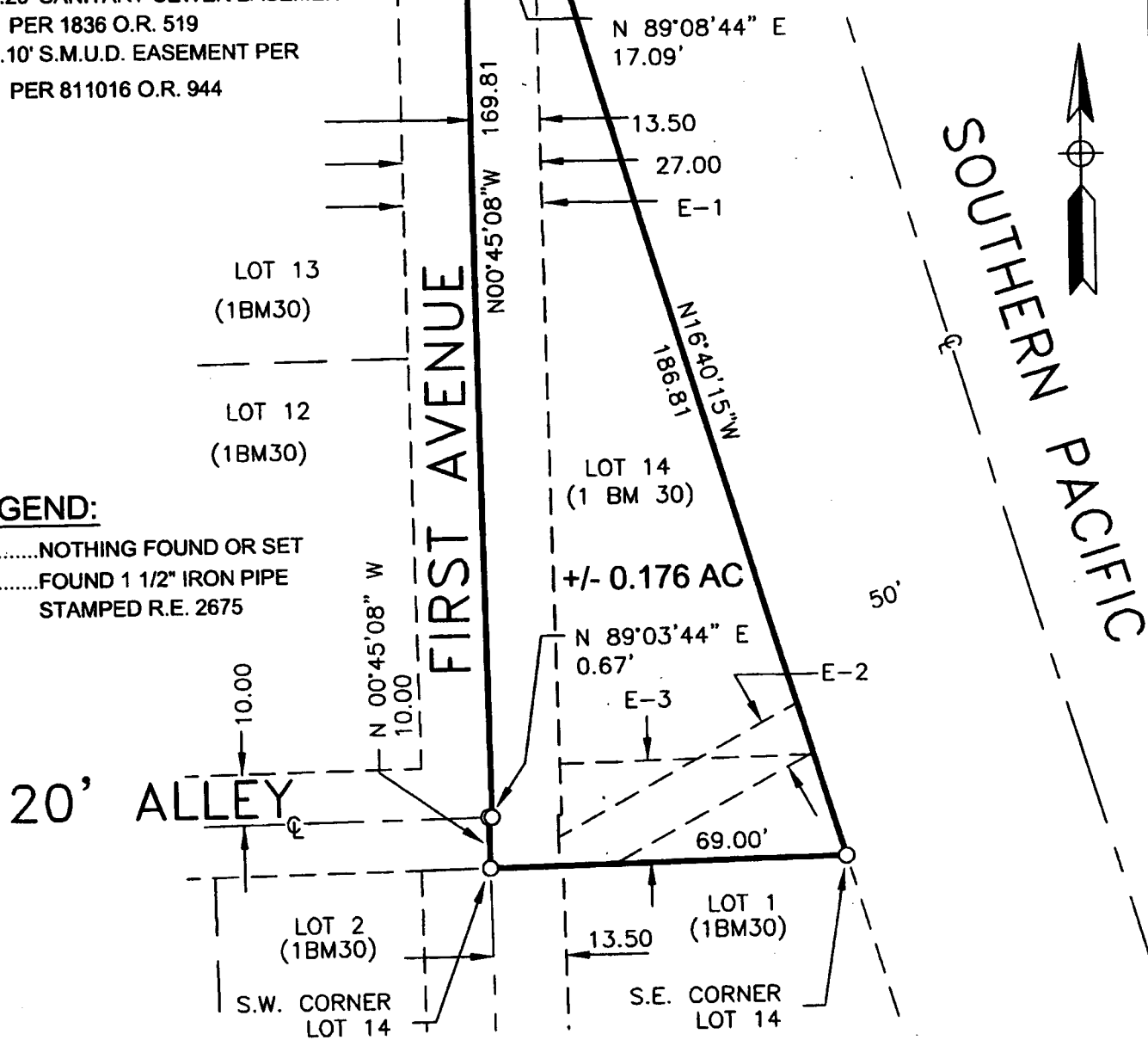


N.E. CORNER
LOT 14
N.W. CORNER
LOT 14



EASMENT NOTES:

- E-1....ROADWAY EASEMENT
PER 1B.M. 30
- E-2....20' SANITARY SEWER EASEMENT
PER 1836 O.R. 519
- E-3....10' S.M.U.D. EASEMENT PER
PER 811016 O.R. 944



LEGEND:

-NOTHING FOUND OR SET
- ✕FOUND 1 1/2" IRON PIPE
STAMPED R.E. 2675

LOT 14 OF J.H KERR TRACT
"ELK GROVE STATION" (1 B.M. 30)

COUNTY OF SACRAMENTO
MUNICIPAL SERVICES AGENCY
SURVEY SECTION



EXHIBIT "B"

SCALE: 1" = 30'
DATE: 3/21/06

DRAWN BY: RA
CHECKED BY: GTW

March 16, 2021

TO: Chair and Directors of the Florin Resource Conservation District

FROM: Bruce Kamilos, Assistant General Manager

SUBJECT: **CONTRACT FOR PRECONSTRUCTION SERVICES FOR THE ADMINISTRATION BUILDING TENANT IMPROVEMENTS PROJECT**

RECOMMENDATION

It is recommended that the Florin Resource Conservation District Board of Directors:

1. Adopt Resolution No. 03.16.21.02 amending the Elk Grove Water District Fiscal Year 2021-25 Capital Improvement Program and approving an appropriation of \$21,772 from future capital improvement reserve funds to the Fiscal Year 2020-21 Capital Improvement Program Budget and amending the Elk Grove Water District Fiscal Year 2020-21 Operating Budget appropriating an additional \$21,772 from operating reserves to fund expenditures in excess of revenues for fiscal year 2020-21; and
2. Authorize the General Manager to execute a contract with A.P. Thomas, in the amount of \$21,772, to provide preconstruction services for the District Administration Building Tenant Improvements Project.

SUMMARY

The Florin Resource Conservation District (District) received proposals from three (3) qualified general contractors to provide preconstruction services for the District Administration Building Tenant Improvements Project (Project). The Building Improvements Advisory Committee (BIAC) separately interviewed each contractor and unanimously ranked A.P. Thomas Construction as the preferred proposer based on their interview performance and the strength of their proposal. The process used to select A.P. Thomas Construction was consistent and in accordance with the District's Public Works Construction Contracts Policy using the Design-Assist/Build (DAB) method. A.P. Thomas Construction has executed a contract.

By this action, if approved, the District Board of Directors (Board) would: 1) adopt Resolution No. 03.16.21.02 (attached), appropriating reserve funds in the amount of \$21,772 to the current fiscal year capital improvement program and operating budget to cover the contract cost, and 2) authorize the General Manager to execute the contract (Attachment 1) in the amount of \$21,772 for preconstruction services for the Project.

CONTRACT FOR PRECONSTRUCTION SERVICES FOR THE ADMINISTRATION BUILDING TENANT IMPROVEMENTS PROJECT

Page 2

DISCUSSION

Background

On February 1, 2021, staff issued to four (4) qualified general contractors a Request for Proposal (RFP) to provide preconstruction and construction services for the Project. The four (4) contractors who received the RFP were A.P. Thomas Construction, Ascent Builders, Diede Construction and Jackson Construction. Proposals were due on February 23, 2021, and on that date, staff received proposals from A.P. Thomas Construction, Ascent Builders and Diede Construction. Jackson Construction declined to propose.

On March 1, 2021, the BIAC consisting of Chair Sophia Scherman, Director Bob Gray, Mark Madison, Bruce Kamilos and Joe Serar of MFDB Architects separately interviewed the three (3) contractors. After the interviews, the BIAC met privately to rate each contractor's interview performance and strength of proposal. In rating the contractors, the BIAC took into consideration the contractor's quality of proposal, proposed project team, fee proposal, costs associated with general conditions, and proposed construction schedule. The BIAC unanimously ranked A.P. Thomas Construction as the preferred proposer. The process used to rank A.P. Thomas Construction was consistent and in accordance with the District's Public Works Construction Contracts Policy using the DAB method.

Present Situation

A.P. Thomas Construction has executed a contract to provide preconstruction and construction services for the Project. The contract is constructed in two parts – Part I is for preconstruction services and Part II is for construction services. An important deliverable of the preconstruction services is for A.P. Thomas to provide the District with a guaranteed maximum price (GMP) to construct the administration building tenant improvements once design is complete. Should the District disapprove of the GMP, or for any other reason elects not to proceed further with A.P. Thomas, then the District may terminate the contract without cause and without any further obligation to A.P. Thomas other than the payment of the preconstruction services fee. Conversely, if the District approves of the GMP, then A.P. Thomas will perform the Scope of Work contained in Part II of the contract which is to provide construction services for the Project. In this case, the District will enter into a contract amendment confirming the GMP.

It should be noted that the District's RFPs from the general contractors did not include a provision for the contractor to estimate the preconstruction services of the contractor's

CONTRACT FOR PRECONSTRUCTION SERVICES FOR THE ADMINISTRATION BUILDING TENANT IMPROVEMENTS PROJECT

Page 3

proposed mechanical, electrical, and plumbing (MEP) subcontractor team. The MEP team will play an important role in the design of the tenant improvements as the MEP team will provide design services for their respective trades. Consequently, once the MEP team is established, a change order to the contract will be required. For public works construction contracts using the DAB method, the District's Public Works Construction Contracts Policy allows the General Manager to approve change orders on contracts valued at less than \$100,000. The policy also prescribes that change orders more than 20% of the original contract must be reported to the Board at the next regular Board meeting.

ENVIRONMENTAL CONSIDERATIONS

The California Environmental Quality Act (CEQA) is not applicable to the design phase of a project. CEQA is a consideration, however, during the construction phase of the project when making improvements to property. These improvements, however, would be categorically exempt from CEQA under Title 14 California Code of Regulations, Class 1, Section number 15301 of the CEQA Guidelines. Projects exempt under Class 1, Section number 15303 consist of minor alterations of existing public or private structures, facilities, mechanical equipment or topographical features involving negligible or no expansion. Staff will file a Notice of Exemption with the County Recorders' Office at least 30 days prior to the beginning of construction of the Project.

STRATEGIC PLAN CONFORMITY

The recommendation made in this staff report conforms to Strategic Goal 5, Community Relations, in the Strategic Plan. Strategic Goal 5 states to increase engagement with the customers and community to provide superior customer service. One (1) of the objectives of Strategic Goal 5 is to acquire a new administrative facility.

FINANCIAL SUMMARY

The financial impact associated with the contract for preconstruction services for the Project is \$21,772. In order to fund this amount, it is necessary to amend the District's Fiscal Year 2021-25 Capital Improvement Program and appropriate \$21,772 from future capital improvement reserve funds to the Fiscal Year 2020-21 Capital Improvement

March 16, 2021

**CONTRACT FOR PRECONSTRUCTION SERVICES FOR THE ADMINISTRATION
BUILDING TENANT IMPROVEMENTS PROJECT**

Page 4

Budget. It is also necessary to amend and appropriate the same amount to the Elk Grove Water District Fiscal Year 2020-21 Operating Budget.

Respectfully submitted,



BRUCE M. KAMILOS
ASSISTANT GENERAL MANAGER

Attachments

RESOLUTION NO. 03.16.21.02

A RESOLUTION OF THE FLORIN RESOURCE CONSERVATION DISTRICT BOARD OF DIRECTORS AMENDING THE ELK GROVE WATER DISTRICT FISCAL YEAR 2021-25 CAPITAL IMPROVEMENT PROGRAM AND APPROVING AN APPROPRIATION OF \$21,772 FROM FUTURE CAPITAL IMPROVEMENT RESERVE FUNDS TO THE FISCAL YEAR 2020-21 CAPITAL IMPROVEMENT PROGRAM BUDGET AND AMENDING THE ELK GROVE WATER DISTRICT FISCAL YEAR 2020-21 OPERATING BUDGET APPROPRIATING AN ADDITIONAL \$21,772 FROM OPERATING RESERVES TO FUND EXPENDITURES IN EXCESS OF REVENUES FOR FISCAL YEAR 2020-21

WHEREAS, the Florin Resource Conservation District (District) is a Resource Conservation District organized pursuant to Division 9 of the California Public Resources Code, Sections 9001, et seq. (Resource Conservation Law); and

WHEREAS, the District is formed for the purposes delineated in the Public Resources Code Section 9001 and all things necessary to carry out the provisions of the Resource Conservation Law and adopted District Bylaws; and

WHEREAS, the Elk Grove Water District Fiscal Year 2021-25 Capital Improvement Program (FY 2021-25 CIP) requires an amendment to appropriate an amount of \$21,772 from future capital improvement reserve funds to the Fiscal Year 2020-21 Capital Improvement Program Budget for preconstruction services related to the District Administration Building Tenant Improvements Project, and an amendment to the Elk Grove Water District Fiscal Year 2020-21 Operating Budget to appropriate an additional amount of \$21,772 from operating reserves to fund expenditures in excess of revenues for fiscal year 2020-21;

NOW, THEREFORE, THE FLORIN RESOURCE CONSERVATION DISTRICT BOARD OF DIRECTORS DOES HEREBY RESOLVE:

SECTION 1. The Board of Directors hereby adopts the foregoing recitals as true and correct and incorporates them herein by reference.

SECTION 2. The Board of Directors hereby amends the Elk Grove Water District Fiscal Year 2021-25 Capital Improvement Program, a portion attached hereto as Exhibit "A", and approving an appropriation of \$21,772 from future capital improvement reserve funds to the Fiscal Year 2020-21 Capital Improvement Program Budget and amends the Elk Grove Water District Fiscal Year 2020-21 Operating Budget appropriating an additional amount of \$21,772 from operating reserves to fund expenditures in excess of revenues for fiscal year 2020-21.

SECTION 3. The Board Secretary shall certify to the adoption of this Resolution.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 16th day of March, 2021.

AYES:

NOES:

ABSENT:

ABSTAIN:

Sophia Scherman
Chair

ATTEST:

Stefani Phillips
Board Secretary

APPROVED AS TO FORM:

Richard E. Nosky
District Legal Counsel

EXHIBIT “A”

**“ELK GROVE WATER DISTRICT
FY 2021-25 CAPITAL IMPROVEMENT PROGRAM”**

[Attached behind this cover page]

Table 1
5-Year CIP Summary (in thousands \$)

Priority	PROJECT NAME	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25	Total
SUPPLY / DISTRIBUTION IMPROVEMENTS							
2	Truman St./Adams St. Water Main <i>pg. 10</i>	-	116	125	-	-	241
2	School/Locust/Summit Alley Water Main <i>pg. 12</i>	-	499	-	-	-	499
2	Elk Grove Blvd Grove St. Alley Water Main <i>pg. 14</i>	-	-	215	-	-	215
2	Locust St.-Elk Grove Blvd Alley/Derr St. Water Main <i>pg. 16</i>	-	-	215	-	-	215
3	Lark St. Water Main <i>pg. 18</i>	-	-	-	234	-	234
2	Grove St. Water Main <i>pg. 20</i>	-	-	290	-	-	290
1	Well Rehabilitation Program <i>pg. 22</i>	120	124	-	131	-	375
3	Railroad Corridor Water Line <i>pg. 24</i>	-	-	-	-	137	137
2	Backyard Water Mains/Services Replacement <i>pg. 26</i>	675	720	-	-	-	1,395
4	Cadura Circle Water Main Looping <i>pg. 28</i>	-	32	-	-	-	32
4	Kilkenny Ct. Water Main <i>pg. 30</i>	-	-	-	141	-	141
4	Leo Virgo Ct. Water Main <i>pg. 32</i>	-	-	-	141	-	141
3	2nd Ave. Water Main <i>pg. 34</i>	-	122	-	-	-	122
4	Plaza Park Dr. Water Main <i>pg. 36</i>	-	-	-	-	506	506
4	Durango Wy. Water Main <i>pg. 38</i>	-	-	-	237	-	237
4	Aizenberg Cir. Water Main Looping <i>pg. 40</i>	-	-	-	-	79	79
2	Service Line Replacements <i>pg. 42</i>	140	-	-	-	-	140
TREATMENT IMPROVEMENTS							
2	Chlorine Analyzers Shallow Wells <i>pg. 44</i>	75	-	-	-	-	75
2	Media Replacement - RRWTP Filter Vessels <i>pg. 46</i>	-	-	60	-	-	60
2	Media Replacement - HVWTP Filter Vessels <i>pg. 48</i>	-	-	-	-	60	60
1	PLC/MCC Bucket Replacement (Wells 4D & 11D) <i>pg. 50</i>	50	-	-	-	-	50
2	PLC - RRWTP Main & Filter Panel <i>pg. 52</i>	-	-	-	-	60	60
2	Security Cameras <i>pg. 54</i>	25	-	-	-	-	25
2	ChlorTec Electrolytic Cells Replacement <i>pg. 56</i>	-	-	-	-	15	15
2	ChlorTec Controls & Rectifier Replacement <i>pg. 58</i>	-	-	-	70	-	70
BUILDING & SITE IMPROVEMENTS / VEHICLES							
3	Truck Replacements <i>pg. 60</i>	135	150	120	130	145	680
3	Pavement Repair & Seal Coat - RRWTP <i>pg. 62</i>	-	25	-	-	-	25
3	Pavement Repair & Seal Coat - HVWTP <i>pg. 64</i>	10	-	-	-	-	10
2	Vacuum Excavator <i>pg. 66</i>	100	-	-	-	-	100
2	Backhoe Loader <i>pg. 68</i>	-	160	-	-	-	160
1	Administration Building	2,269,472	160	-	-	-	2,429
UNFORESEEN CAPITAL PROJECTS							
	Unforeseen Capital Projects <i>pg. 70</i>	100	100	100	100	100	500
SUBTOTAL		3,699,472	2,208	1,125	1,184	1,102	9,318
	Estimated CIP Carryover (Backyard Water Mains)	700	-	-	-	-	700
TOTAL CAPITAL IMPROVEMENT BUDGET		4,399,472	2,208	1,125	1,184	1,102	10,018

Project	Administration Building
Funding Type	Capital Improvement Funds
Program	Building & Site Improvements/ Vehicles
Priority	1
Project No.	TBD



PROJECT DESCRIPTION

This project purchases and improves property consisting of an 8,100 square-foot building on a 3.32-acre parcel. The existing building will be renovated into the District’s new administration building.

JUSTIFICATION

The District’s current administration building no longer adequately serves the District’s administrative operations. The customer service lobby is inadequate and does not allow for more than one customer to conduct business with a customer service representative at a time. The administration building also does not have adequate conference rooms or a board meeting room. For employees to enter the building, employees must walk through the one conference room that also serves as the board meeting room. This restricted access for employees to the building causes constant interruptions to meetings being conducted in the conference room. Additionally, the building does not have an adequate space to conduct board meetings. There is insufficient room for the public to attend a board meeting, and inadequate facilities such as public restrooms. The administration building is being fully utilized by staff and there is no room available for expansion. The purchase of property consisting of the 8,100 square-foot building on a 3.32-acre parcel will provide the District with an administration building that will serve the District’s needs today and into the future.

PROJECT LOCATION



★ Project Location

SCHEDULE & STATUS

Property purchase is planned for FY 2020/21.

EXPENDITURE SCHEDULE

(in thousands \$)

Project	Planned Expenditures					Total
	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25	
Administration Building	2,255.75	0	0	0	0	2,255.75
with inflation (3%)	2,255.75	0	0	0	0	2,255.75

Expenditure breakdown: Property Purchase \$1,850,000; Design \$255,750; Other \$150,000

FUNDING SOURCES

(in thousands \$)

USER FEES

Capital Improvement Funds	
▪ Building & Site Improvements/Vehicles	2,255.75
Total	2,255.75

OPERATING COST IMPACTS

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

USEFUL LIFE: 50 years

Attachment 1

CONTRACT

THIS CONTRACT is made this ____ day of _____, 2021, (“Contract” or “Agreement”) in the County of Sacramento, State of California, by and between the Florin Resource Conservation District, 9257 Elk Grove Blvd., Elk Grove, CA 95624, hereinafter called District or Owner, and A.P. Thomas Construction, Inc., 2330 Butano Drive, Sacramento, CA 95825, hereinafter called Contractor, for the following Project: District Administration Building Tenant Improvement Project . The District and the Contractor for the considerations stated herein agree as follows:

PART I

PRECONSTRUCTION SERVICES

ARTICLE 1. THE PRECONSTRUCTION SERVICES CONTRACT DOCUMENTS

Contractor shall perform the Preconstruction Services as defined below pursuant to this Part I and the articles and sections of Part II - Construction Services, and the General Conditions (“General Conditions of Contract”) attached hereto as Exhibit A, as identified in this Part I.

ARTICLE 2. PRECONSTRUCTION SERVICES OF THIS CONTRACT

The Contractor shall fully perform the preconstruction services described in this Article 2 and elsewhere herein, including without limitation as set forth in Exhibit B (the “Preconstruction Services”). At the time that this Agreement is executed, the scope of services includes only the Preconstruction Services described in this Article 2 that will be required of the Contractor. The Scope of Work contained in the Part II of this Agreement is not being awarded at this time; however, Contractor agrees to perform such Scope of Work pursuant to Part II at such time as the District provides Contractor written approval of a guaranteed maximum price and a Construction Schedule on terms and conditions acceptable to District, in its sole discretion. Contingent upon District's approval of the guaranteed maximum price and the Construction Schedule, the parties will enter into an amendment to this Agreement confirming the guaranteed maximum price (the “Contract Amendment”). As stated in this Part I, if the District disapproves of the Contractor’s proposed guaranteed maximum price or for any other reason elects not to proceed further with Contractor, then District may terminate this Agreement without cause and without any further obligation to Contractor other than the payment of the Preconstruction Services Fee (defined below).

ARTICLE 3. RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established between the District and the Contractor by this Agreement and covenants with the District to cooperate with the Architect and all of District’s consultants, and exercise the Contractor's best skill, efforts and judgment in furthering the interests of the District; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Preconstruction Services in an expeditious and economical manner consistent with the District's interests. Contractor agrees, that in performing the Preconstruction Services, to use its best efforts so as to reduce any potential extra or changed work or any additional costs to the

District beyond the guaranteed maximum price agreed to by District and Contractor. Accordingly, Contractor shall work closely with the District, the Architect and all of District's consultants to reduce any changes to the Contract Documents after the Contract Amendment is executed by the District and Contractor. Except as expressly authorized herein, the Contractor has no right or authority of any kind to act as the representative of, or on behalf of the District. The Contractor is an independent contractor of, and not an agent or employee of, the District.

ARTICLE 4. DATE OF COMMENCEMENT

The time for performance of the Preconstruction Services shall be measured from the date of commencement. TIME IS OF THE ESSENCE. The Contractor shall diligently prosecute the Preconstruction Services and shall provide such services in accordance with the Project Schedule, subject to adjustments, if any, as provided in this Agreement or as directed by the District.

ARTICLE 5. BASIS FOR PAYMENT

5.1 Preconstruction Services Contract Sum.

5.1.1 At the conclusion of Contractor's performance of the Preconstruction Services, the District shall pay Contractor the Preconstruction Services Fee in the lump sum amount of twenty-one thousand seven hundred seventy-two dollars and no cents (\$21,772.00).

5.1.2 As a condition precedent to any payment under this Part I for Preconstruction Services, Contractor and all of its subcontractors shall provide Civil Code section 8132-8136 conditional and unconditional waivers and releases, both progress and final, as requested by District, and any other documents or information reasonably requested by District.

5.1.3 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with such Prevailing Wage Laws. District shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Preconstruction Services available to interested parties upon request and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

ARTICLE 6. INCORPORATION OF CONSTRUCTION CONTRACT PROVISIONS

6.1 The following provisions of Part II, Construction Services, including the General Conditions of Contract, as modified, are specifically incorporated into this Part I, Preconstruction Services:

a. Article 5, but only to the extent of those Contract Documents identified that are currently in existence as of the time this Agreement is entered into.

b. Articles 6, 11, 13, and 17.

c. All of the General Conditions of Contract, subject to District's right to terminate this Agreement in its sole discretion if District and Contractor do not agree on the guaranteed maximum price and Construction Schedule and do not enter into the Contract Amendment. In such event, or in the event the District terminates this Agreement for convenience prior to execution of the Contract Amendment, District's sole liability to Contractor, and Contractor's sole right to recover, is the Preconstruction Services Fee as defined herein.

PART II

CONSTRUCTION SERVICES

ARTICLE 1. SCOPE OF WORK

The Contractor shall perform all Work within the time stipulated in the Contract Documents 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 and including without limitation as set forth in Exhibit G (Drawings, Specifications and Project Requirements) for the 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.

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the District to cooperate with the Architect and exercise the Contractor's best skill and judgment in furthering the interests of the District; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in the most expeditious and economical manner consistent with the District's interests. Contractor understands that District is relying on Contractor and Contractor's expertise to ensure that the Project is constructed in conformance with and within the time required by the Contract Documents and for an amount that does not exceed the Guaranteed Maximum Price. The District agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 2. TIME FOR COMMENCEMENT AND COMPLETION

The Work shall be commenced on the date stated in the District's notice to proceed. The Contractor shall achieve "Substantial Completion" (as defined in the General Conditions of Contract) of the entire Work required by the Contract Documents within the time period set forth in the Contract Amendment (the "Contract Time"). By its signature hereunder and on the Contract Amendment, Contractor agrees the time for completion set forth in the Contract Amendment is adequate and reasonable to complete the Work.

The Contractor's Construction Schedule shall detail Contractor's plan for timely and practical completion of the Work within the time period required herein. The Construction Schedule shall be attached to the Contract Amendment when executed by District and Contractor and shall become a part of this Agreement as Exhibit D. The Construction Schedule activities shall be of sufficient detail to assure that adequate planning has been done for proper execution of the Work and provide an appropriate basis for monitoring progress of the Work.

In agreeing to complete the Work within the Contract Time, the Contractor has anticipated and taken into consideration and made allowances for delays or hindrances which may be encountered in its performance hereunder, whether arising from delays in securing materials, workers or equipment, minor changes, alterations or otherwise. Contractor has specifically accounted for the onset of adverse weather usually and customarily experienced at the locale of the Project (e.g. precipitation, cold temperature, etc.) as well as the effects of adverse weather (e.g. mud, inability to achieve compaction due to moisture, etc.). Contractor represents and warrants that the historical

effects of adverse weather (both as to time and money – including equipment utilization and/or labor productivity) have been and are accounted for in the Contract Sum and that Contractor shall not assert any weather-related claims for time and/or money unless specifically allowed by the Contract Documents. Any adverse weather delays beyond that may allow for an extension of the Contract Time as Contractor’s sole remedy for such adverse weather delay; provided, however, that time extensions for adverse weather will only be granted for days in which the progress of work activities on the critical path of the Construction Schedule is delayed by adverse weather-related site conditions which were unforeseeable or unanticipated. The benchmark for determining adverse weather shall be the ten (10) year historical data published by the National Oceanographic and Atmospheric Administration (“NOAA”) from the nearest reporting station to the Project.

The Contractor and District are aware of current COVID-19 regulations and protocols including those related to the performance of construction work. Contractor certifies that in executing this Agreement it has taken into account all conduct which can be reasonably expected to comply with the current COVID-19 regulations and protocols in the city and county in which the Project is located, including the health and safety directives issued by all applicable governmental agencies and levels (Federal, State and Local), arising out of social distancing requirements and changes in the nature of construction means and methods. Contractor expressly represents that it has, to the best of its ability, taken all such factors, directives and requirements into account in formulating the Contract Sum for the Work and has satisfied itself that all such costs are included in the Contract Sum, and all necessary time requirements to perform the Work are included in the Contract Time, set forth in this Agreement

ARTICLE 3. CONTRACT SUM

3.1 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 Contract Sum. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Contractor’s Fee, and the Contractor’s lump sum general conditions/requirements as set forth in Exhibit E. The “Schedule of Values” for the Contract Sum will be attached to the Contract Amendment and is Exhibit F to this Agreement. The Contract Sum includes all allowances, if any, provided for in the Contract Documents. 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 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.

3.1.1 The Contractor’s Fee shall be five percent (5%) of the Cost of the Work, which Contractor’s Fee is inclusive of overhead and profit and exclusive of the Contractor’s general conditions/requirements. Contractor’s general conditions/requirements shall not exceed the amount set forth in Exhibit E hereto.

3.1.2 The method for adjustment of the Contractor’s Fee for changes in the Work is as follows: Contractor’s overhead and profit on changed work shall not exceed twelve percent (12%) of the direct cost of such work performed by subcontractors and Not Applicable of the direct cost of such work performed by Contractor’s own forces.

3.1.3 Subcontractor's overhead and profit on extra or changed work shall not exceed 20% of the direct cost of such work.

3.1.4 Rental rates for Contractor-owned equipment shall not exceed 95% of the standard rental rates paid at the location of the Project.

3.2. **Guaranteed Maximum Price.**

3.2.1 The Contract Sum is guaranteed by the Contractor not to exceed the amount set forth in the Contract Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price ("GMP"). Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the District. Contractor's failure to include or underestimate the cost of an item in the Cost of the Work or underestimate or miscalculate the Contractor's Fee or any component thereof shall not result in an increase in the GMP.

3.2.2 If, after final completion of the Work, the Contract Sum is less than the Guaranteed Maximum Price, the amount by which the Contract Sum (including any Cost of the Work funded by contingency) is less than the Guaranteed Maximum Price ("Savings") will be shared in accordance with the following percentages: sixty percent (60%) of any Savings will accrue to District and forty percent (40%) of any Savings will accrue to Contractor.

3.2.3 The Guaranteed Maximum Price includes the Contractor's Fee as set forth in Section 3.1.1.

3.2.4 The Guaranteed Maximum Price includes the Construction Contingency set forth in Section 3.3.

3.2.5 Alternates and or Allowances, if any, included in the GMP shall be identified in the Contract Amendment. Any alternates that may be accepted by the District following execution of this Agreement or the Contract Amendment shall be listed in the Contract Amendment.

3.2.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

3.3 **Construction Contingency.** The Schedule of Values per the Contract Amendment will include an amount allocated to the Contractor's contingency to account for risks assumed by the Contractor in providing the Guaranteed Maximum Price ("Construction Contingency"). Subject to the limitations set forth in Section 3.3.1 and Section 3.3.2, the Construction Contingency may only be used to cover those costs considered reimbursable as a Cost of the Work but not included in a Change Order. The Construction Contingency may not be used to cover general conditions/requirements costs, the Contractor's Fee, and/or allowance items, and the Contractor will not be entitled to any additional overhead, profit, or other markup on any Construction Contingency expenditures as the parties acknowledge that Contractor's Fee covers such overhead,

profit, or other markup. Any portion of the Construction Contingency not used shall result in a reduction of the GMP and shall not be part of the Savings to be shared by Contractor and District.

3.3.1 The Construction Contingency may be used for payment of the following costs:

a. estimating inaccuracies based on reasonably unforeseeable changes in (i) market conditions, (ii) price increases, (iii) lack of competition, or (iv) other variables outside of Contractor's control and which are not caused by Contractor's negligence or willful misconduct;

b. default in payment or performance by a subcontractor or supplier, provided the costs associated with the default are not recoverable by Contractor from the subcontractor or supplier or through insurance after diligent efforts by the Contractor to recover such costs; and

c. losses due to acts of God not recoverable by insurance.

3.3.2 The Construction Contingency shall be used by Contractor only upon both (i) prior written notice to District, which notice shall include a description and amount of the Cost of Work to be covered by the Construction Contingency, the entities being paid, the reasons for the disbursement of Construction Contingency and the efforts to be made to replenish the Construction Contingency from insurance, subcontractor(s) or otherwise; and (ii) District's approval of the use of Construction Contingency, which shall not be unreasonably withheld.

3.3.3 When a portion of the Contingency is utilized, Contractor shall re-allocate that portion of the Contingency to the line item value in the Schedule of Values for which that portion of the Contingency is used. District shall approve any such reallocation, which approval shall not be unreasonably withheld. Contractor's use of the Contingency shall not increase the GMP. In addition to showing the Contingency as a separate line item in the schedule of values, Contractor shall, upon District's request, provide written notice regarding the status of the Contingency.

ARTICLE 4. LIQUIDATED DAMAGES/EARLY COMPLETION

It is mutually understood and agreed that time is of the essence in the performance of this Agreement, and that the District will suffer financial loss if the Work is not completed within the time specified herein, plus any extensions thereof allowed in accordance with the Contract Documents. The District and Contractor also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by the District if the Work is not completed on time. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the District the sum of One Thousand One Hundred Twenty-Five Dollars (\$1,125.00) 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. Contractor hereby acknowledges that it has reviewed said provisions relating to liquidated damages and the amount thereof, and accepts the same as being reasonable under the circumstances and as a material part of the consideration for this Agreement. 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. Contractor also acknowledges that progress payments made after the scheduled Contract completion date do not constitute a waiver of liquidated damages. This Article does not exclude recovery of other damages specified in the Contract Documents.

ARTICLE 5. CONTRACT DOCUMENTS/PROJECT SITE

The “Contract Documents” include the following:

- Contract
- Performance Bond
- Payment (Labor and Materials) Bond
- General Conditions
- Special Provisions (or Special Conditions)
- Technical Specifications
- Addenda
- Contract Drawings
- Approved and fully executed change orders
- Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in a good and workmanlike manner and 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. The definitions in the General Conditions of Contract shall apply to all terms in this Contract and the Contract Documents.

Contractor shall be solely responsible for examining and fully acquainting itself with the conditions of the Project Site and the Contract Documents, including any Addenda, 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 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. Contractor is responsible for consulting the standards referenced in the Contract. Failure of Contractor 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.

Where investigations of subsurface conditions have been made by the District with respect to subsurface conditions, utilities, foundation, or other structural designs, and that information is shown in the Contract Documents, it represents only a statement by the District as to the character of materials which have actually been encountered by the investigation. This information is only included for the convenience of Contractor. Investigations of subsurface conditions are made for the purpose of design only. The District is not responsible for the completeness of such information for construction, nor is the District responsible in any way for any conclusions or opinions of the Contractor drawn from such information. The District assumes no responsibility with respect to the sufficiency or accuracy of borings or of the log of test borings or other preliminary investigations or of the interpretation thereof. There is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the Work, or any part of it, or that unanticipated conditions may not occur

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.

Contractor 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 and must maintain the license(s) throughout the duration of the Contract: Class B license The District shall have the right to request, and Contractor shall provide within five (5) calendar days, evidence satisfactory to the District of all valid license(s) currently held by that Contractor and each of the Contractor's subcontractors, before entering into the Contract and at reasonable times thereafter.

ARTICLE 7. COSTS TO BE REIMBURSED

7.1 Cost of the Work

7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article 7.

7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the District's prior approval, the Contractor shall obtain such approval in writing prior to incurring the cost.

7.1.3 Subject to the requirement of paying prevailing wages in accordance with the California Labor Code, costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the District.

7.2 Labor Costs

7.2.1 Wages or salaries of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the District's prior approval, at off-site workshops.

7.2.2 Costs paid or incurred by the Contractor, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments, and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section 7.2.1.

7.2.3 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

7.3 Subcontract Costs

Payments made by the Contractor to subcontractors in accordance with the requirements of the subcontracts and this Agreement.

7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the District's property at the completion of the Work or, at the District's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the District as a deduction from the Cost of the Work.

7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Contractor shall mean fair market value.

7.5.2 Rental charges for machinery, and equipment not customarily owned by construction workers that are provided by the Contractor at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such machinery and equipment. Rates and quantities of equipment owned by the Contractor, or a related party as defined in Section 7.8, shall be subject to the District's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

7.5.4 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the District's prior approval.

7.6 Miscellaneous Costs

7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the District's prior approval.

7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Contractor, with the District's prior approval.

7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Contractor is liable.

7.6.3 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work.

7.6.4 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

7.6.4.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Contractor resulting from such suits or claims, and payments of settlements made with the District's consent, unless the Contractor had reason to believe that the required design, process or product was an infringement of a copyright or a patent, and the Contractor failed to promptly furnish such information to the Architect. The costs of legal defenses, judgments, and settlements, shall not be included in the Cost of the Work used to calculate the Contractor's Fee or subject to the Guaranteed Maximum Price.

7.6.5 Deposits lost for causes other than the Contractor's negligence or failure to fulfill a specific responsibility in the Contract Documents.

7.6.6 Cost for insurance at the rates set forth in Exhibit J.

7.7 Other Costs and Emergencies

7.7.1 Other costs incurred in the performance of the Work, with the District's prior written approval.

7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property.

7.8 Related Party Transactions

7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Contractor; (2) any entity in which any stockholder in, or management employee of, the Contractor holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Contractor; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Contractor.

7.8.2 If any of the costs to be reimbursed arise from a transaction between the Contractor and a related party, the Contractor shall notify the District of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the District, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Contractor shall procure the Work, equipment, goods, or service, from the related party, as a subcontractor. If the District fails to authorize the transaction

in writing, the Contractor shall procure the Work, equipment, goods, or service from some person or entity other than a related party.

ARTICLE 8. COSTS NOT TO BE REIMBURSED

8.1 The Cost of the Work shall not include the items listed below:

1. Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices;
2. Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Contractor or paid to any subcontractor or vendor, unless the District has provided prior approval;
3. Expenses of the Contractor's principal office or offices;
4. Overhead and general expenses, except as may be expressly included in Article 7;
5. The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work;
6. Costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Contractor, subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
7. Any cost not specifically and expressly described in Article 7; and
8. Costs, other than costs included in Change Orders approved by the District that would cause the Guaranteed Maximum Price to be exceeded.

ARTICLE 9. DISCOUNTS, REBATES AND REFUNDS

9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the District if (1) before making the payment, the Contractor included the amount to be paid, less such discount, in an Application for Payment and received payment from the District, or (2) the District has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the District, and the Contractor shall make provisions so that they can be obtained.

9.2 Amounts that accrue to the District in accordance with the provisions of Section 9.1 shall be credited to the District as a deduction from the Cost of the Work.

ARTICLE 10. WORKERS COMPENSATION

By its signature upon this Contract, Contractor certifies that it has carefully reviewed and is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of the labor Code. Contractor, as a condition precedent to the commencement of its Work pursuant to the Contract, shall comply with such provisions.

ARTICLE 11. INDEMNIFICATION/INSURANCE/BONDS

Contractor shall provide indemnification and insurance as set forth in the General Conditions of Contract.

Prior to execution of the Contract Amendment, Contractor shall have furnished all bonds required by the District, on forms acceptable to District in its sole discretion, and which shall include the following: 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 including Exhibits H and I hereto. 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 Guaranteed Maximum Price. The Contract Amendment shall not become effective until such bonds are supplied to and accepted by District.

ARTICLE 12. PAYMENTS

12.1 Progress Payments

Based upon payment requests (“Applications for Payment”), including all supporting documentation, submitted to the District by the Contractor, the District shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. The period covered by each Application for Payment shall be one calendar month beginning on the 25th day of the previous month and ending on the 25th day of the current month.

12.1.1 Each Application for Payment shall be on forms acceptable to District, shall include an updated budget showing work completed/materials stored onsite corresponding to the approved budget cost accounts, shall be signed by Contractor, and shall be accompanied by the following, all in form and substance satisfactory to the District, in order for such Application for Payment to be recognized by the District:

- a. a current conditional waiver and release upon progress payment pursuant to California Civil Code section 8132 (for Contractor and all of its subcontractors and suppliers), an unconditional waiver and release upon progress payment pursuant to California Civil Code section 8134 for the prior month's progress payment from Contractor and all subcontractors and suppliers;
- b. a written list identifying each location where materials and equipment are stored off the Project site and the value of materials and equipment stored at each location;
- c. a Certification for Payment by the Contractor, certifying under penalty of perjury that all information contained in the Application for Payment is true and correct;
- d. updated as-built drawings;
- e. copies of receipted invoices or invoices with check vouchers attached and appropriate documentation for any work performed on a time/material basis;

- f. copies of properly executed Change Orders included in the Application for Payment; and
- g. upon reasonable evidence that a prior payment to Contractor has not been used for the performance of the Work hereunder, and if requested by District, reasonable evidence that all prior payments to Contractor have been used for the performance of the Work hereunder;
- h. that any inspection required by any governmental authority has been completed with results satisfactory to that governmental authority;
- i. an updated Construction Schedule; and
- j. all information and materials required to comply with the requirements of the Contract Documents or reasonably requested by the District.

As a further condition to payment, in the event any Application for Payment includes the cost of materials that are being stored off the site of the Project (“Offsite Materials”), such Application for Payment shall include each of the following: (i) evidence that the Offsite Materials have been purchased by the Contractor on behalf of the District under this Agreement, have been segregated from other materials being used in the construction of the Project, and have been appropriately marked to indicate District's ownership thereof; and (ii) evidence that the Offsite Materials are insured.

In the event that any Application for Payment includes the cost of materials that are being stored on the site of the Project (“Onsite Materials”), such Application for Payment shall include each of the following: (i) evidence that the Onsite Materials have been purchased by the Contractor on behalf of the District under this Agreement, (ii) evidence that the Onsite Materials are insured as required hereunder; and (iii) evidence that the Onsite Materials are stored in an area on the Property for which adequate security is provided against theft and vandalism.

12.1.2 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor and approved by the District in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) the Construction Contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a change order; (3) the Contractor’s Fee; and (4) the Contractor’s general conditions/requirements. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the District may require.

12.1.3 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values (as shown on the most recent GMP Schedule of Values approved by the District).

12.1.4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%);
2. add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment purchased directly by the Contractor delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the District, suitably stored off the site at a location agreed upon in writing, less retainage of 5 percent (5%);
3. add the Contractor's Fee, less retainage of five percent (5%). The Contractor's Fee shall be computed upon the Cost of the Work described in the two preceding Clauses at the rate stated in Section 3.1.1 or, if the Contractor's Fee is stated as a fixed sum in that Subparagraph, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work in the two preceding Clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion;
4. subtract the aggregate of previous payments made by the District;
5. subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 12.1.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the District or its accountants in such documentation; and
6. subtract amounts, if any, for which the District has withheld or nullified payment of a prior Application for Payment.

12.1.5 Pursuant to Section 22300 of the California Public Contract Code, the Contractor may elect to substitute securities for any monies withheld by the District as retainage to ensure performance under the Contract Documents. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall then pay such monies to the Contractor. Upon satisfactory completion of the requirements of the Contract Documents, the securities will be returned to the Contractor. Such securities, if deposited by the Contractor, shall be valued by the District, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 22300 of the Public Contract Code.

12.1.6 Except with the District's prior express approval (which approval shall not be deemed given by the District by the District's mere approval of a subcontract), the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered to the site, adequately protected and stored at the site.

12.2 Final Payment

12.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the District to the Contractor when:

1. the Contractor has fully performed the Contract;
2. a final Application for Payment and a final accounting for the Cost of the Work and all required supporting documentation have been submitted by the Contractor and reviewed by the District;
3. a final Certificate of Occupancy has been issued by the applicable governmental authority in a form and substance satisfactory to District unless such governmental authority's failure to issue a final Certificate of Occupancy is due to reasons beyond the control of the Contractor; and
4. the Contractor has fully satisfied all other requirements of the Contract Documents that are conditions to final payment, including but not limited to those set forth in the General Conditions of Contract.

12.2.2 Within 30 days of the District's receipt of the Contractor's final accounting for the Cost of the Work, the District shall conduct an audit of the Cost of the Work or notify the Contractor that it will not conduct an audit.

12.2.3 If the District's audit concludes the Cost of the Work, as substantiated by the Contractor's final accounting, is less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount. A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the District's report on the audit. Contractor's failure to request mediation within this 30-day period shall result in the substantiated amount reported by the District's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the District shall pay the Contractor the amount showed owing from said audit.

12.2.4 Any costs incurred by the Contractor to correct or complete defective or nonconforming Work after the Contractor's application for final payment shall not be reimbursed by the District.

ARTICLE 13. 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 the Florin Resource Conservation District, 9257 Elk Grove Boulevard, Elk Grove, CA 95624 or may be obtained online at <http://www.dir.ca.gov/dlsr>. and which must be posted at the job site. 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. **Contractor's DIR Public Works Contractor Registration number is as follows: 1000024414. No later than the date Contractor executes this Contract, and prior to the performance of any Work hereunder, the Contractor must deliver to the District in writing the DIR**

registration number of all of its subcontractors who will perform work on the Project. Failure to provide this information may disqualify the Contractor from performing work on the Project or under this Contract. . The Contractor 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.

ARTICLE 14. DISTRICT CAUSED DELAYS

The Contractor may be compensated for damages incurred due to delays in completing the Project within the Contract Time for which the District is responsible to the extent required by law. The parties agree that determining Contractor's exact delay damages are and will continue to be impracticable and extremely difficult. As such, for each calendar day in excess of the time specified for completion of the work, as adjusted in accordance with the provisions of this Contract, the completion of the Project is delayed, for which the District is the sole cause beyond delays as allowed by this Agreement or law, the amount of damages to which to which the Contractor may be entitled shall not exceed one thousand five hundred dollars (\$1,500.00) per calendar day. Such amount shall constitute the only payment allowed for any District caused delays and shall necessarily include all overhead, all profits, all administrative costs, all bond costs, all impacts, all labor, materials, equipment and rental costs and any other costs, damages (direct, indirect, consequential or otherwise), expenses and fees incurred or sustained by Contractor and all of its subcontractor and suppliers of every tier as a result of such delays. Contractor shall provide to District notice of requests for delay damages and an extension of time in writing within five (5) days from the commencement of the delays as a condition precedent to the right to any delay damages or time extension. Nothing set forth in this Article entitles Contractor to any damages for delay or otherwise, but simply identifies the amount that Contractor shall be allowed in the event it is entitled to such damages. Contractor has no right to complete the Project early and has no right to damages or any other relief for any alleged delay to or interference with its opportunity to complete the Project early.

ARTICLE 15. SUBCONTRACTS AND OTHER AGREEMENTS

15.1 Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or other appropriate agreements with the Contractor. The District may designate specific persons from whom, or entities from which, the Contractor shall obtain bids. The Contractor shall obtain bids from subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Contractor shall deliver such bids to the Architect and District with an indication as to which bids the Contractor intends to accept. The District then has the right to review the Contractor's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 15.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the District, shall not relieve the Contractor of its responsibility to perform the Work in accordance with the Contract Documents. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

Contractor shall solicit and procure at least three bids for all major subcontract packages, trades, and material and equipment procurements. “Major” is defined as a subcontract package, trade and/or material and equipment procurement whose costs, respectively, exceed one percent (1%) of the GMP.

Contractor shall provide the bids to District during the negotiation of the Agreement and the Contract Sum. If Contractor is unable to procure at least three bids as required hereinabove, it shall provide to the District written detail on the steps taken by Contractor to obtain the bids, including, but not limited to, showing that Contractor solicited bids from at least five qualified subcontractors or suppliers, and a written explanation for why it is reasonable for Contractor not to have obtained the required three bids. Upon receipt of such bids, District and Contractor shall meet to decide jointly which subcontractors Contractor shall use on the Project.

15.1.1 When a specific subcontractor or supplier (1) is recommended to the District by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the District requires that another bid be accepted, then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the District by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the District.

15.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the District’s prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Contractor shall provide in the subcontract for the District to receive the same audit rights with regard to the Subcontractor as the District receives with regard to the Contractor in Article 15.

15.3 All Subcontracts shall be in writing and shall expressly incorporate the applicable terms and conditions of this Agreement, and require each subcontractor and/or supplier to be bound by the applicable terms of this Agreement to Contractor as Contractor is bound to District.

ARTICLE 16. ACCOUNTING RECORDS

The Contractor shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the District. The District and the District’s auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor’s records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, subcontractor’s proposals, subcontractor’s invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Contractor shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. Contractor shall retain and make available all electronic documents/records in its possession in response to any request by District under this Article. Contractor shall ensure that the provisions of this Article 16 are specifically incorporated into all subcontracts and purchase orders for this Project, and that all subcontractors and suppliers will agree to provide their records and accounts for inspection in compliance with the terms of this Article. To promote subcontractors providing

records and accounts for inspection, District agrees to enter into appropriate confidentiality/protective order agreement for private and financially sensitive records and documents as determined by the involved parties.

ARTICLE 17. CONTRACT AMENDMENT

The Contract Amendment, if entered into by the District and Contractor, shall include, without limitation, the following:

- A. Guaranteed Maximum Price
- B. Construction Schedule
- C. Schedule of Values
- D. Substantial Completion Date
- E. Any Alternates and/or Allowances
- F. Construction Contingency
- G. Drawings, Plans and Specifications
- H. Contractor's Superintendent's and Project Manager's Name and Contact Information

ARTICLE 18. MISCELLANEOUS

A. The Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

B. No assignment by Contractor of any rights under or interests in the Agreement will be binding on District without the advance written consent of the District; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge Contractor from any duty or responsibility under the Contract Documents.

C. Contractor binds itself, and its partners, successors, sureties, assigns, and legal representatives to the District, its successors, assigns, related entities, subsidiaries, departments, and legal representatives, in respect to all covenants, agreements, and obligations contained in the Contract Documents.

D. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon District and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

E. Contractor acknowledges that the Project is or may be subject to requirements and regulations issued on behalf of various governmental and/or regulatory bodies. Contractor agrees, on

behalf of itself and its subcontractors, of any tier, to fully and promptly comply with any and all requirements and regulations issued on behalf of such entities.

F. This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Sacramento, State of California, and governed by California law. By entering into this Agreement, the Contractor, on behalf of itself and its surety(ies), consents and submits to the jurisdiction of Courts of the State of California, County of Sacramento, over any action of law, suit in equity, and/or other proceeding that may arise out of the Contract Documents, and expressly waives the removal provisions of California Code of Civil Procedure Section 394.

G. Contractor certifies that it has disclosed to District any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement, including its involvement in any projects or engagements that may be directly affected by actions taken by the District based on the services provided hereunder. Contractor agrees to immediately advise District, in writing, upon Contractor's knowledge of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Contractor further agrees to complete any statements of economic interest required by the District or State or local law.

H. There are no intended third party beneficiaries of any right or obligation assumed by the parties hereto.

I. The Owner's representative is and all notices pursuant to this Agreement shall be provided to:

Bruce Kamilos
Assistant General Manager
Elk Grove Water District
9257 Elk Grove Blvd.
Elk Grove, CA 95624

with a copy to:

Bob Earl
Earl Consulting Co., LLC
955 University Avenue, Suite B
Sacramento, CA 95825

The Contractor's representative is and all notices pursuant to this Agreement shall be provided to:

Paul Thomas
A.P. Thomas Construction, Inc.
2330 Butano Drive
Sacramento, CA 95825

- Exhibit A – General Conditions
- Exhibit B -- Preconstruction Services
- Exhibit C – Preliminary Construction Schedule
- Exhibit D—Construction Schedule (To be provided with Contract Amendment)
- Exhibit E—Contractor’s general conditions/requirements costs
- Exhibit F – Schedule of Values (To be provided with Contract Amendment)
- Exhibit G-- Drawings, Specifications and Project Requirements (To be provided with Contract Amendment)
- Exhibit H -- Performance Bond (To be provided with Contract Amendment)
- Exhibit I -- Payment (Labor and Materials) Bond (To be provided with Contract Amendment)
- Exhibit J – Insurance Rates/Fee for Changes

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


FLORIN RESOURCE CONSERVATION DISTRICT	<u>A.P. Thomas Construction, Inc.</u>
By:	By:
_____ Signature	 _____ Signature
_____ Name	_____ Name <i>Paul Thomas</i>
_____ Title	_____ Title <i>President</i>
Attest:	_____ 637869 License Number
_____ District Clerk	
Recommended By:	
_____ Signature	
_____ Name	
_____ Title	

Exhibit A
General Conditions

GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

- a. Acceptable, Acceptance or words of similar import shall be understood to be the acceptance of the Architect 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, Approve or words of similar import mean written authorization by Architect and/or District.
- d. Architect shall mean MFDB Architects, Inc.
- e. Contract Documents includes all documents as stated in the Contract.
- f. Day shall mean calendar day unless otherwise specifically designated.
- g. District and Contractor are those stated in the Contract. The terms District and Owner may be used interchangeably.
- 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 Architect 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 Architect 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 entire improvement 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. .
- q. Work means labor, equipment and materials incorporated in, or to be incorporated in, the construction of the Project 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 Architect 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. Contract Drawings
 - 6. Contract
 - 7. General Conditions
 - 8. 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, three (3) copies of the Contract Documents. Additional copies may be obtained at cost of reproduction.

Contractor shall maintain a clean, undamaged set of Contract Documents at the Project site.

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 Architect 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 Architect 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 Architect 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 Architect 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. 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 Contract Drawings or which is not shown on the Contract Drawings.

- 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 Contract Drawings 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. Notwithstanding the above, pursuant to Section 4215 of the Government Code, the District has the responsibility, between the District and the Contractor, for the timely removal, relocation or protection of existing main or trunkline facilities located on the site of the Project if such utilities are not identified in the Contract Drawings and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the Contract Drawings and specifications, the District shall compensate Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities, and for equipment on the Project necessarily idled during such work. The Contractor shall not be assessed liquidated damages for delay in completion of the Project when such delay was caused by the failure of the District to provide for removal or relocation of such utility facilities.
- d. 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.** Contractor shall submit its Construction Schedule as part of the Contract Amendment and for Approval by the Architect and District. The receipt or Approval of any schedules by the Architect 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. .
- b. **Schedule Contents.** The Construction Schedule shall allow enough time for inclement weather. The Construction 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 Construction 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 District whenever requested to do so by District and with each progress payment request. The District 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 Contract Documents 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, in pdf format by email, with such promptness as to provide adequate time for review and cause no delay in its own Work or in that of any other contractor, subcontractor, or worker on the Project, 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 Architect. 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 Architect, and file with the Architect corrected copies each in pdf format by email, and furnish such other copies as may be needed for completion of the Work. Architect's approval of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called Architect's attention to such deviations at time of submission and has secured the Architect's written Approval. Architect'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 Architect 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 Architect, to the Architect 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. Architect 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 the 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 and assistants, which superintendent shall be approved by the District and shall not be replaced, no matter the cause or reason, without District' prior written consent, except if such personnel are no longer employed by or contracted with the Contractor. Superintendent must be able to proficiently speak, read and write in English. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. If, after commencement of the Work, the District reasonably objects to the performance of Contractor's superintendent, the Contractor shall replace the superintendent on the Project within 10 days of receipt of Owner's objections. The new superintendent shall be subject to all of the provisions of this Article. District shall be entitled to reasonably object to any new superintendents placed on the Project by Contractor. District's rights as to approval, rejection or replacement of Contractor superintendent(s) shall apply to any other personnel of Contractor working on the Project, including, without limitation, Contractor's project manager or foremen. Contractor's failure to comply with the requirements of this Article shall be a material breach of this Agreement. At any time that the Contractor fails to have in place a superintendent or project manager assigned to the Project, a principal of the Contractor shall take the place and perform the duties of such superintendent, including without limitation, being in attendance at the Project site during the performance of all Work and attending all Project meetings, weekly or otherwise. 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.

ARTICLE 14. PERMITS AND LICENSES

- a. Contractor shall obtain all permits, and shall obtain and pay for all 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. 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, 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 Project 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 electricity and gas 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. In accordance with Section 6705 of the California Labor Code, the Contractor shall submit to the District specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by the District prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be prepared by a California registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the Cal/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves the Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, the Contractor shall submit his/her permit with the excavation/trench work safety plan to District before work begins.
- 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 District'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. Contractor shall complete and execute any certification forms required by District 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. HAZARDOUS MATERIALS

The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the District and Contractor.

The term "Hazardous Materials" as used herein shall mean any flammable materials, explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including, without limitation, asbestos, asbestos-containing materials, polychlorinated biphenyl ("PCB") or PCB-containing materials, and any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal, provincial, or local laws or regulations, now in effect or enacted prior to Substantial Completion of the Work. . Hazardous Materials (or substances) shall also include, but not be limited to: regulated substances, petroleum products, pollutants, and any and all other environmental contamination as defined by or in any and all federal, state and/or local laws, rules,

regulations, ordinances or statutes now existing or hereinafter enacted relating to air, soil, water, environmental or health and safety conditions.

The District shall not be responsible for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents and, the District shall have no responsibility for Hazardous Materials to the extent of the Contractor's fault or negligence in the use and handling of such materials.

The Contractor shall not cause or permit any Hazardous Materials to be brought upon, kept or used in or about the job site except to the extent such Hazardous Materials are necessary for the prosecution of the Work or are required pursuant to the Contract Documents. Removal of such Hazardous Materials shall be undertaken within twenty-four (24) hours following the District's demand for such removal. Such removal shall be undertaken by the Contractor at its sole cost and expense, and shall be performed in accordance with all applicable laws. Any damage to the Work, the job site or any adjacent property resulting from the improper use, or any discharge or release, of Hazardous Materials shall be remedied by the Contractor at its sole cost and expense, and in compliance with all applicable laws. The Contractor shall immediately notify the District of any release or discharge of any Hazardous Materials on the job site. The Contractor shall be responsible for making any and all disclosures required under applicable "Community Right-to-Know" laws. The Contractor shall not clean or service any tools, equipment, vehicles, materials or other items in such a manner as to cause a violation of any laws or regulations relating to Hazardous Materials. All residue and waste materials resulting from any such cleaning or servicing shall be collected and moved from the job site in accordance with all applicable laws and regulations. The Contractor shall immediately notify the District of any citations, orders or warnings issued to or received by the Contractor, or of which the Contractor otherwise becomes aware, which relate to any Hazardous Materials on the job site. The Contractor shall reimburse the Owner for the cost and expense the District incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under this Article, except to the extent that the cost and expense are due to the District's fault or negligence.

In the event Hazardous Materials or contamination therefrom are brought onto the Project site and/or are discharged or released by Contractor, any subcontractor, supplier, or any person or entity under the direct or indirect control of any of them, and notwithstanding any other term or provision of this Agreement, Contractor agrees to defend, indemnify, and hold District and all District Indemnitees, as defined in Article 45 hereto, harmless from and against any and all claims, liability, fines, penalties, response costs, clean-up costs, loss of use, damages (actual, consequential), or judgments associated with the presence, discharge, release, or escape of such materials or contamination. Upon the request of District, Contractor shall take such steps, without additional compensation, as are reasonably necessary to remove from the Project site the Hazardous Materials or contamination brought onto the Project site by Contractor, any subcontractor, supplier, or any person or entity under the direct or indirect control of any of them. Contractor shall not be responsible for preexisting Hazardous Materials, and the foregoing indemnity obligation shall not apply thereto, unless Contractor causes those materials to be discharged or fails to respond promptly and appropriately to the discovery or discharge of such materials.

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 45 .

ARTICLE 22. COMPLIANCE WITH STATE STORM WATER PERMIT

- a. **Permit Compliance.** It shall be the responsibility of the Contractor to file a Notice of Intent and procure a State Water Resources Control Board (State Water Board) Water Quality Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity (Permit) for all projects that involve construction on or disturbance of one acre or more of land.
- b. **SWPPP.** Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating work. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job Site as it progresses through different phases of construction and is subject to different weather conditions.
- c. **Consideration of Costs.** It is the responsibility of the Contractor to evaluate and include in the Contract Sum the cost of procuring the Permit and preparing the SWPPP, as well as

complying with the SWPPP, any monitoring required by the Permit and any necessary revisions to the SWPPP.

- d. **Other Applicable Laws.** Contractor shall also comply with the lawful requirements of any applicable municipality, the District, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system(s) or other water courses under their jurisdiction, including applicable requirements in municipal storm water management programs. This requirement applies to all projects, including those projects that impact less than one acre or disturb less than one acre.
- e. **Run-on Drainage.** Storm, surface, nuisance or other waters may be encountered at various times during the course of construction. By entering into the Agreement, Contractor acknowledged that it investigated the risk arising from such waters, prepared its bid accordingly, and assumed any and all liabilities arising therefrom
- f. **Liability for Non-Compliance.** Failure to comply with the Permit or any applicable municipal permit is a violation of law and may be subject to penalties, fines, or additional regulatory requirements. In addition to the other indemnities included herein, Contractor hereby agrees to indemnify and hold harmless District, its officers, directors, agents and employees from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of noncompliance with the Permit or the applicable municipal permit, unless such noncompliance is the result of District's sole established negligence, willful misconduct or active negligence. The District may seek damages from Contractor for project delays in accordance with the contract documents caused by Contractor's failure to comply with the Permit or applicable municipal permit.

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 District.

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 Architect , or any instructions, laws, ordinances, or public authority require any part of the Work to be tested or Approved, Contractor shall provide the District 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 District, 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 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 District.

- 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 District. 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. INTENTIONALLY OMITTED

ARTICLE 30. 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 31. 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. Unless otherwise noted in the Special Provisions or approved by the District, no work shall be done between the hours of 6 p.m. and 7 a.m., or on Saturdays, Sundays, or legal holidays.
- 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 District :
 - 1) Powered Vehicles
 - 2) Construction Equipment
 - 3) Loading and Unloading Vehicles
 - 4) Domestic Power Tool.

ARTICLE 32. 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 Article, 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 Article. Should noncompliance still be evident after such ten (10) day period, the Contractor shall, as a penalty to the District, forfeit One Hundred dollars (\$100.00) 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 33. 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 one thousand dollars (\$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 two hundred dollars (\$200) 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.
- d. 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.

ARTICLE 34. 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 35. 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 this Article.

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 this Article.

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 this Article ; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under this Article); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

ARTICLE 36. 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.

In the performance of this contract the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. Safety precautions shall include but shall not be limited to: adequate life protection and lifesaving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses (including but not limited to exposure to the *Coccidioides* fungus and Valley Fever); and adequate facilities for the proper inspection and maintenance of all safety measures.

Contractor must obtain all applicable Division of Occupational Safety and Health (CAL-OSHA) permit(s) and others required by California Labor Code and California Government Code, prior to the initiation of any practices, work, method, operation, or process related to the work covered in the contract. Permits required by governmental authorities will be obtained at Contractor's expense.

It is a condition of this contract, and shall be made a condition of each subcontract which the Contractor enters into pursuant to this contract, that the Contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under Cal/OSHA safety and health standards.

The Contractor shall be responsible for the safeguarding of all utilities. At least two working days before beginning work, the Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. The Contractor shall immediately notify the District and the utility owner if he/she disturbs, disconnects, or damages any utility.

ARTICLE 37. INSURANCE

Minimum Scope and Limits of Insurance: Contractor shall procure and maintain for the duration of the contract, *and for 5 years thereafter*, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

Coverage - Coverage shall be at least as broad as the following:

1. **General Liability** - Commercial **General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$1,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater and a four million dollar (\$2,000,000) general aggregate.
2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) with limit of one million **dollars** (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** -The Contractor shall provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **Waiver of Subrogation** (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the District, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the Named Insured for the District; this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

4. **Builder’s Risk** – (Course of Construction)- insurance utilizing an “All Risk” (Special Perils) coverage form with limits equal to the completed value of the project and no coinsurance penalty provision. See **Responsibility of Work** below.
5. **Contractor’s Pollution Liability** – Limits no less than one million dollars (\$1,000,000) per occurrence or claim and general **aggregate**.
6. **Excess Umbrella Liability** – Limits no less than ten million dollars (\$9,000,000) per occurrence/annual general **aggregate**.

If the Contractor maintains broader coverage and or/higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the District)

Other Required Provisions – The Commercial General Liability policy and Contractors Pollution (if necessary) are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** District, its directors, officials, officers, employees, agents, authorized volunteers and representatives and its project manager Earl Consulting, Co., LLC, are to be given insured status (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10 10 01 and CG 20 37 10 01, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance.
2. **Primary Coverage:** For any claims related to this project, the Contractor’s insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, employees, and authorized volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or equivalent or as otherwise approved by District.

The Contractor agrees and he/she will comply with such provisions before commencing work. All of the insurance shall be provided on policy forms and through companies satisfactory to District. The District reserves the right to obtain complete, certified copies of all required insurance policies, including the policy declarations page with endorsement number. Failure to continually satisfy the Insurance requirements is a material breach of contract.

Responsibility for Work - Until the completion and final acceptance by District of all the Work under and implied by this agreement, the Work shall be under the Contractor’s responsible care and

charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erctions, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

The Contractor shall provide and maintain **builder's risk** (course of construction) or an installation floater (for materials and equipment) covering all risks of direct physical loss, damage or destruction to the Work in the amount specified in the General Conditions of Contract, to insure against such losses until final acceptance of the Work by District. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The Policy shall be endorsed with District, its directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the Work by District.

Deductibles and Self-Insured Retentions - Insurance deductibles or self-insured retentions must be declared by the Contractor, and approved by the District. At the election of District the Contractor shall either cause the insurer to reduce or eliminate such self-insured retentions as respects the District, its directors, officers, employees, and authorized volunteers or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

Verification of Coverage - Evidences of Insurance Contractor shall furnish the District with copies of certificates and amendatory endorsements effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the Work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages, required by these specifications, at any time. Failure to continually satisfy the Insurance requirements is a material breach of contract.

Continuation of Coverage - The Contractor shall, upon demand of District deliver evidence of coverage showing continuation of coverage for at least (5) years after completion of the project. Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against District (if builder's risk insurance is applicable) to District at least ten (10) days prior to the expiration date.

Subcontractors - In the event that the Contractor employs other Contractors (subcontractors) as part of the Work covered by this Agreement, it shall be the Contractor's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above (via as broad as ISO CG 20 38 04 13). The Contractor shall, upon demand of District, deliver to District copies such policy or policies of insurance and the receipts for payment of premiums thereon.

Professional Liability – If Contractor’s scope of work includes Design/Build services, Contractor shall provide professional liability insurance with limits no less than one million dollars (\$1,000,000) per occurrence or claim, and two million dollars (\$2,000,000) policy aggregate.

Professional Liability Policies must include the following provisions.

1. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of **five (5)** years after completion of contract work.

ARTICLE 38. 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 District’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, and shall not receive compensation for delays unless required by law, 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 Contractor complies strictly with the notice requirements herein and 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.
- e. **Substantial Completion.** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

When the Contractor considers that the Work, or a portion thereof which the District agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the District and Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Upon receipt of the Contractor's list, the District and Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the District can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect or District. In such case, the Contractor shall then submit a request for another inspection by the Architect or District to determine Substantial Completion.

When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the District and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate.

The Certificate of Substantial Completion shall be submitted to the District and Contractor for their written acceptance of responsibilities assigned to them in the Certificate.

- f. **Partial Occupancy or Use.** The District may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the

insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the District and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Subpart e above. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the District and Contractor.

Immediately prior to such partial occupancy or use, the District, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

ARTICLE 39. 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 Sum ;
- 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, once each month the Contractor shall submit a detailed measurement of Work performed in its Application for Payment. The period covered by each Application for Payment shall be one calendar month beginning on the 25th day of the previous month and ending on the 25th day of the current month. The Contractor shall submit the Application for Payment covering each monthly period on the twenty-fifth (25th) day of the current month.
- c. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the Architect, for unit price items listed, if any, in the Contract Documents.
- 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 40. MOBILIZATION

- a. When an item is included in the Schedule of Values for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific item will be included in the progress estimate (“Initial Mobilization”). When no 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 Schedule of Values 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 District. 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 and the Architect , complete, with all specified furnishings and utility services including telephones, telephone appurtenances, computer and printer, and copying machine.
 7. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.
 8. 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.
 9. Arranging for and erection of Contractor’s work and storage yard.
 10. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.
 11. Full-time presence of Contractor’s superintendent at the job site as required herein.
 12. Submittal of Construction Schedule as required by the Contract Documents.

ARTICLE 41. 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 Acceptance of the Work by District, and the date of recordation of the Notice of Completion and Contractor providing to District all documents and information required by the Contract Documents including, without limitation, all releases, waivers, warranties and guarantees, operation and maintenance manuals and as-built drawings, a certificate evidencing that insurance required by the Contract Documents shall remain in force after final payment is currently in effect, and a consent of surety to final payment, all of which are a condition of final payment.
- 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 Sections 8132, 8134, 8136 and 8138. . Prior to final payment by the District, the Contractor shall submit a final waiver of lien for the Contractor's work, together with final waivers/releases of lien from any subcontractor or materialmen.

ARTICLE 42. 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 Payment 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 cleanup.
- 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 43. 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 Sum and Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, or by a unilateral 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. A Change Order shall be based upon agreement between the District and Contractor; a unilateral change order may or may not be agreed to by the Contractor. A unilateral change order is a written order signed by the District directing a change in the Work prior to agreement, or if the parties cannot agree, on adjustment, if any, in the Contract Sum or Contract Time, or both.
- 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 by Contractor will be considered after the work in question has been performed 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) District 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) Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the District.
- 6) 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 Sum 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.
- 7) 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 District 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 one thousand dollars (\$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 Not Applicable of the Net Cost of the Work.
 - iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed twenty (20%) percent of the Net Cost of the Work to which the Contractor may add twelve (12 %) 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 twenty (20 %) percent of the Net Cost for Work to which the subcontractor and Contractor may each add an additional twelve (12%) percent of the Net Cost of the lower tier subcontractor.
 - iv. No additional markup will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by District exceed forty-four (44 %) percent of the Net Cost as defined herein.
- 8) 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.
- 9) 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.
- 10) 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.

- 11) 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.
- 12) 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.
- 13) No dispute, disagreement or failure of the parties to reach agreement on the terms of the change order, nor the District's refusal to issue a change order, shall relieve the Contractor from the obligation to proceed with performance of the work, including extra work, promptly and expeditiously.
- 14) 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 44. 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 45. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend (with counsel of District's choosing), indemnify and hold harmless the District, its directors, officials, officers, agents, employees, authorized volunteers and representatives and its project manager Earl Consulting, Co., LLC, (collectively "District Indemnitees") from and against 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 subcontractors anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable, 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, except to the extent where caused by the active negligence, sole negligence, or willful misconduct of the District Indemnitees. 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 and/or the District Indemnitees. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District and/or the District Indemnitees, in any such suit, action or other legal proceeding. Contractor shall reimburse District and the District Indemnitees 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. It is intended that this Article shall comply with California Civil Code § 2782, et seq., to the extent applicable to Contractor's obligations set forth herein. If it is determined by a Court of competent jurisdiction that any aspect of this Article exceeds the restrictions or limitations under California law applicable to indemnity obligations, only that portion which exceeds the restrictions or limitations under California law shall be null and void, and all remaining indemnity obligations shall be fully enforceable to the fullest extent allowed under California law. The provisions of this Article shall survive completion of the services or the termination of this Agreement.

ARTICLE 46. 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, to show all changes made during the course of construction. Such as-builts shall be available to the District, governmental inspectors and other authorized agencies at all reasonable times. 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 District. At the completion of the Work, the Contractor shall deliver to District an "as-built" set of plans, drawings and specifications, including those in electronic form, which shall be the property of the District. Contractor shall secure from its subcontractors all necessary consents and approvals to comply with this provision, prior to the commencement of the Work. The "as-built" set of plans, drawings and specifications shall be a condition precedent to final payment, and shall accurately reflect conditions constructed.

ARTICLE 47. RESOLUTION OF CLAIMS

This Article shall govern any claim by the Contractor for: (1) an extension of time, including relief from damages or penalties for delay; (2) payment by District of money or damages arising from work done by, or on behalf of, the Contractor, where the underlying contract does not expressly provide for payment or payment to which the Contractor is not otherwise entitled; or (3) the payment of an amount disputed by District.

Contractor may submit to District a claim for any of the three above-referenced matters. Contractor shall provide District with reasonable documentation necessary to support its claim. Contractor shall submit its claim by registered mail or certified mail, return receipt requested.

District, within forty-five (45) days of its receipt of the claim, unless such time is extended as referenced in this Article, shall conduct a reasonable review of the claim and provide Contractor with a written statement identifying what portion of the claim District disputes and what portion District does not dispute.

The forty-five (45) day period referenced herein may be extended by mutual agreement of District and Contractor or, if the District's Board of Directors approval is necessary to provide the Contractor with such a written statement, and the Board does not meet within the 45-day period, District shall have three (3) days following the Board's next duly noticed public meeting to provide the Contractor with the written statement.

Payment on any undisputed portion of the claim shall occur within sixty (60) days of District issuing the written statement.

If District does not respond within the required time period, the claim shall be deemed rejected in its entirety.

If Contractor disputes District's written statement as to of any portion of the claim, or if District fails to respond within the specified time period, Contractor may demand in writing an informal conference to meet and confer for settlement of the dispute. Upon receipt of such demand by registered mail or certified mail, return receipt requested, District shall schedule a meet and confer conference within thirty (30) days, to settle the dispute. Within ten (10) business days of the conclusion of the meet and confer conference, District shall provide Contractor with a written statement identifying the portion and amount of the claim that remains in dispute, if any. If District does not respond within the required time period, the entire claim shall be deemed to remain in dispute. District shall pay any portion of the claim that is undisputed after the conference within sixty (60) days of District issuing the written statement.

Any portion of the claim that remains disputed, as identified by the Contractor in writing, shall be submitted to nonbinding mediation. The Parties shall mutually agree on a mediator within ten (10) business days of the Contractor identifying the disputed portion of the claim in writing. If the Parties cannot agree upon a mediator, each Party shall select a mediator, and those mediators shall then select a qualified neutral third party to mediate. Each Party shall bear the fees and costs charged by its respective mediator, and the parties shall share all other fees and costs associated with the mediation equally. The parties may mutually agree, in writing, to waive mediation. If mediation is unsuccessful, civil litigation may be commenced, subject to all applicable laws and

provisions of this Contract, including any obligation to arbitrate disputes. Unless otherwise agreed to by the Parties in writing, this mediation shall excuse any further obligation to mediate under Public Contract Code Section 20104.4. As used herein, “mediation” means any nonbinding process in which an independent third party assists the Parties in dispute resolution through negotiation or issuance of an evaluation.

If a subcontractor lacks legal standing to assert a claim against District, the subcontractor may request that the Contractor present District with a claim on behalf of the subcontractor or a lower tier subcontractor. The subcontractor shall furnish reasonable documentation to support the claim. Within forty-five (45) days of receipt of the request, Contractor shall provide subcontractor with a written statement confirming that the Contractor presented the claim to District, or providing the reasons that the Contractor did not.

Upon receipt of a claim, the Parties may also mutually agree, in writing, to waive the provisions of this Article and, instead, proceed directly to commencement of a civil action or binding arbitration.

Any payment not paid within the time period required by this Article shall bear interest at seven percent (7%) per annum.

ARTICLE 48. DISTRICT’S RIGHT TO TERMINATE OR SUSPEND CONTRACT/WORK

- 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, and/or this Contract, 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.

In case of such termination for the District's convenience, the District shall pay the Contractor for Work properly executed and costs incurred directly related to the

termination of the Work, including reasonable demobilization and cancellation charges provided such costs are authorized in advance by the District. There shall be deducted from such computed compensation the amount of any payments made to Contractor and any amounts chargeable to Contractor by the District pursuant to any provision of the Agreement. No payment shall be made by the District, however, to the extent that such Work or subcontract is, was, or could have been terminated without payment to the Contractor under the Contract Documents or if an equitable adjustment is made or denied under another provision of the Contract Documents. In the event of termination for the District's convenience, the District will issue a unilateral change order or authorize a Change Order making any required adjustment to the Contract Time and/or the Contract Sum. For the remainder of the Work, the Contract Documents shall remain in full force and effect. The above payment shall Contractor shall be the sole and exclusive remedy to which Contractor is entitled in the event of a termination for convenience of the Contract and Contractor shall not be entitled to any other compensation or to consequential or incidental damages, including, but not limited to, damages for overhead or anticipated profits on Work not performed, on account of any termination described herein and expressly waives same.

The District shall have the right to withhold any portion or the whole of the final payment under this provision in the event there are any outstanding claims for compensation asserted by the District against the Contractor, or by any third party against the District which arises out of the Contractor's Work. All obligations of Contractor pursuant to the Contract Documents shall survive the termination for convenience of the Contract. Contractor shall include this Termination for Convenience provision in all subcontracts and purchase orders of every tier.

- 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.
- d. The District has the authority to suspend or delay this Agreement and/or the Work, wholly or in part, for any period the District deems necessary. The Contractor shall immediately comply with the District's written order to suspend or delay performance of this Agreement and/or the Work, which shall be resumed only when ordered or approved in writing by the District. The Contractor must maintain public safety and convenience throughout the suspension or delay. If, after 90 days, this Agreement and/or the Work are still subject to the District's written direction to suspend or delay performance, the Contractor may terminate this Agreement if, after giving 15 days' written notice to the District, the District has not directed the Contractor to resume performance within that 15-day period. At such time, the Contractor may terminate this Agreement and shall be entitled to payment for all Work performed to the date of suspension and its costs to maintain the public safety and convenience throughout the suspension and delay, notwithstanding anything in the Contract Documents to the contrary requiring final completion of the Work. If the suspension of the Work exceeds 60 days and the Contractor is directed to recommence performance of the Work after such suspension, the Contractor shall be entitled to payment, pursuant to the timing of payment provisions of this Agreement, for any increased cost of labor, materials and/or remobilization that occurred during the period of suspension or

because the Work is being performed in inclement weather, pursuant to the following terms and conditions, as documented and proved by the Contractor: If not for the suspension of the Work, the Contractor would have completed the Project without incurring the increased costs.

ARTICLE 49. 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 recordation of the Notice of Completion or if such Notice is not recorded, upon final completion of the Project. 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 50. 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 51. 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 entering into the Agreement and must make whatever tests it deems appropriate to determine the underground condition of the soil.

ARTICLE 52. 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 Architect 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 District 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 53. NOTICE AND SERVICE THEREOF

All notices shall be in writing and either served by personal delivery or mailed to the other party. Written notice to the Contractor shall be addressed to the Contractor as designated in the Contract unless Contractor designates another address in writing for service of notice. Notice to District shall be addressed to the District as designated in the Contract 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 or email shall not be effective unless acknowledged in writing by the receiving party.

ARTICLE 54. 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 55. 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 56. 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 57. 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 58. 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 59. 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 60. 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 Architect 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 Architect, Contractor 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 61. PATENT FEES OR ROYALTIES.

The Contract Sum includes 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 62. OWNERSHIP OF DRAWINGS

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 63. 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.

Exhibit B
Preconstruction Services



IT'S A GREAT DAY TO BUILD!

ELK GROVE WATER DISTRICT ADMINISTRATION BUILDING TENANT IMPROVEMENT PROJECT

REQUEST FOR PROPOSAL RESPONSE
02.23.2021

Prepared For
Elk Grove Water District
9257 Elk Grove Boulevard
Elk Grove, CA 95624

Prepared By
A.P. Thomas Construction, Inc.
2330 Butano Drive
Sacramento, CA 95825



A.P. THOMAS
Construction, Inc. 115



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MEP Team 32-62

PROPOSAL

Table A 64-65

Table B 66-68

Preliminary Construction Schedule 69-71

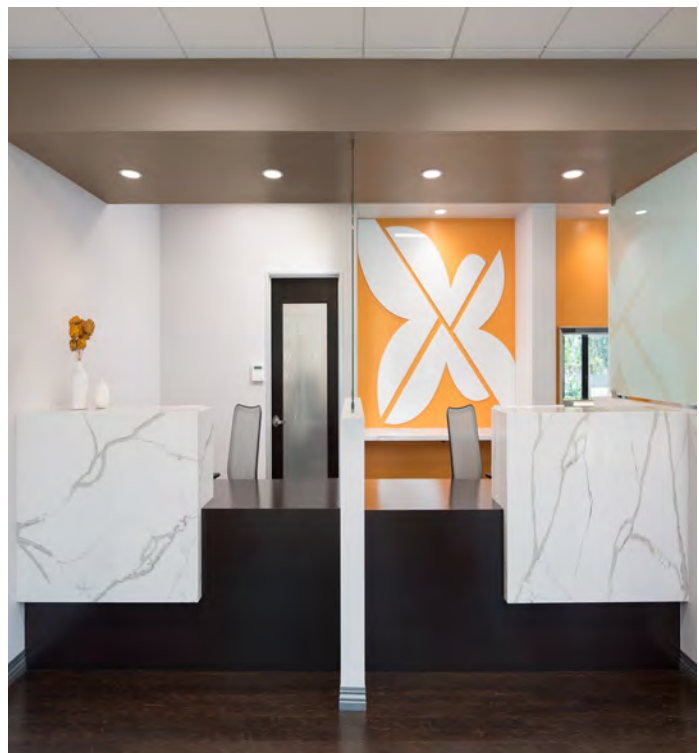
Contract Clarification 72

COMPANY OVERVIEW

About A.P. Thomas Construction, Inc.

Background

Services



A.P. THOMAS
Construction, Inc.



COMPANY OVERVIEW

ABOUT A.P. THOMAS CONSTRUCTION, INC.

BACKGROUND

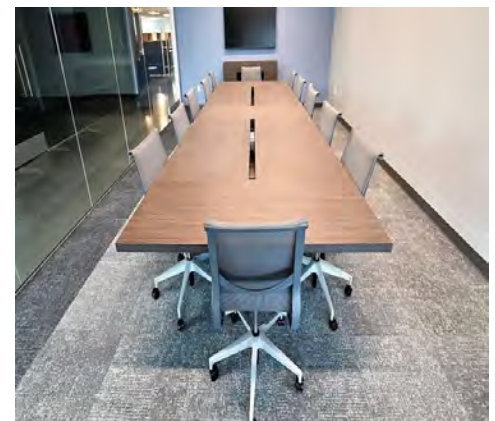
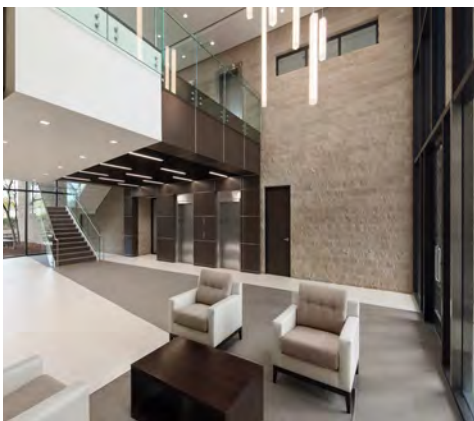
A.P. Thomas Construction, Inc. is a full-service commercial general contractor building for the Northern California region, specializing in unique and challenging projects – *the more complex the better!* A.P. Thomas Construction, Inc. was established in 2000 by Amy and Paul Thomas building community centers, tenant improvements, schools, multi-building complexes, office buildings, breweries, delis, health facilities, fitness centers, and remodeling existing facilities for clients such as Inductive Automation, Portocork, Ten Acres Pharmacy, SMA Solar Technology, RankerAMG, and Placer Insurance. Our services include design-build, design assistance, competitive bidding, permit procurement, assistance in LEED certification, assistance in acquisitions and facility management.

A.P. Thomas Construction, Inc. is an award-winning company based in the Sacramento area, that you will recognize as a company that rivals national firms in capabilities and value, yet gives personal attention and commitment to you and your investment. For more than 21 years, we’ve delivered innovation, diversity, and quality to commercial projects throughout Northern California. What remains vitally important to us is giving you and your vision ongoing attention. We focus on you and your project’s requirements. The owners of A.P. Thomas Construction, Inc. stay involved as your project progresses from conception through completion.

Our diverse portfolio demonstrates our ability to adapt, on your behalf, to the ever-changing face of construction and development. From new and remodeled office complexes to retail centers, Class A offices to LEED accredited facilities, fitness centers to worship centers, clean rooms to “green” buildings – each project exemplifies creative, distinguishable features representative of the quality and attention to detail you’ll find with A.P. Thomas Construction, Inc.



***Class B - General Building Contractor
California State Contractor’s License Number 637869
DIR Registration Number 100024414***





COMPANY OVERVIEW

SERVICES

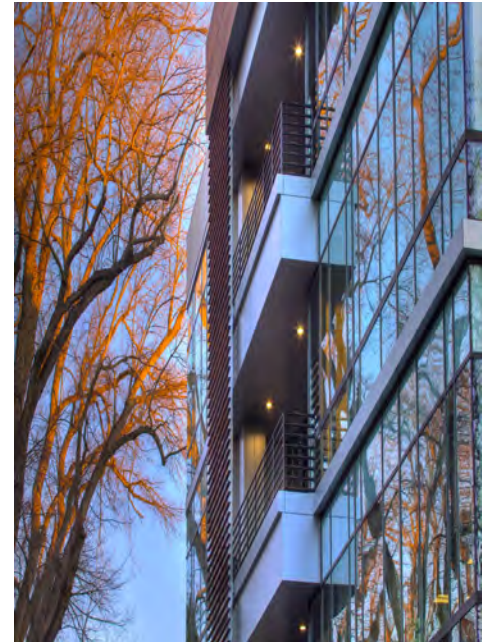
A.P. Thomas Construction, Inc. brings construction management and development experience to your projects with comprehensive, full-service offerings that include:

PROJECT DEVELOPMENT - *Conceptual estimates, construction cost models, establishing and monitoring critical milestones, space planning, facility layout, acquiring building permits, feasibility studies, and design team assembly.*

PERMIT PROCUREMENT - *Site due diligence, special use permits, rezoning, parcel splits, planning, department approval, and master planning.*

CONSTRUCTION MANAGEMENT - *Project management, collaboration with the development team, competitive bidding, design-build, planning and scheduling, and total quality control.*

ACQUISITIONS & FACILITY MAINTENANCE - *Assessment of existing facilities for structural integrity, life safety, ability to be “green”, deferred maintenance, ADA issues, code violations, and aid in creating long-term maintenance programs.*



Some of the more specific types of our general contractor services include: tilt-up construction, structural steel, wood-framed buildings, CMU block buildings, building renovations, seismic upgrades, tenant improvements, and remodels. No matter the size or nature of your job, we ensure timely delivery, quality, safety – and your utmost satisfaction. Every day with A.P. Thomas Construction, Inc. is a **Great Day to Build!**

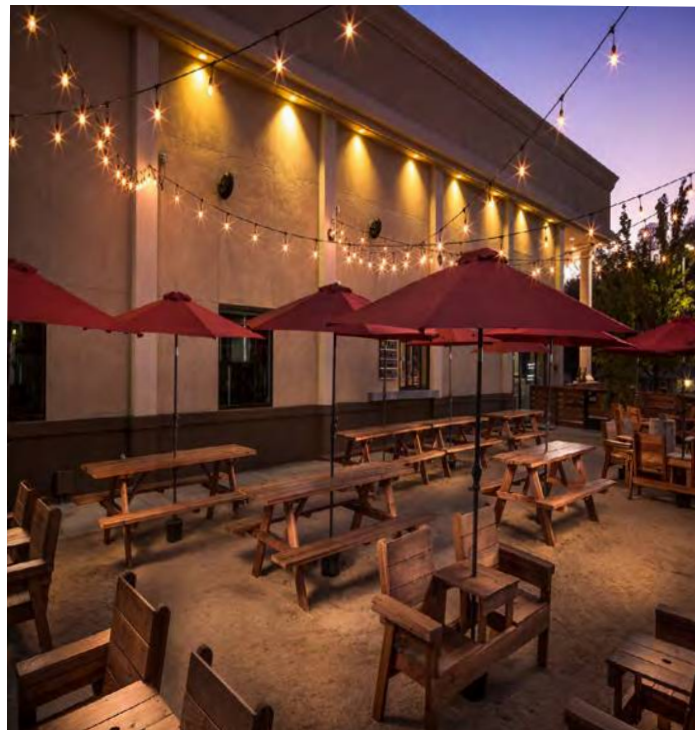
We Are Committed To Our Client’s Success



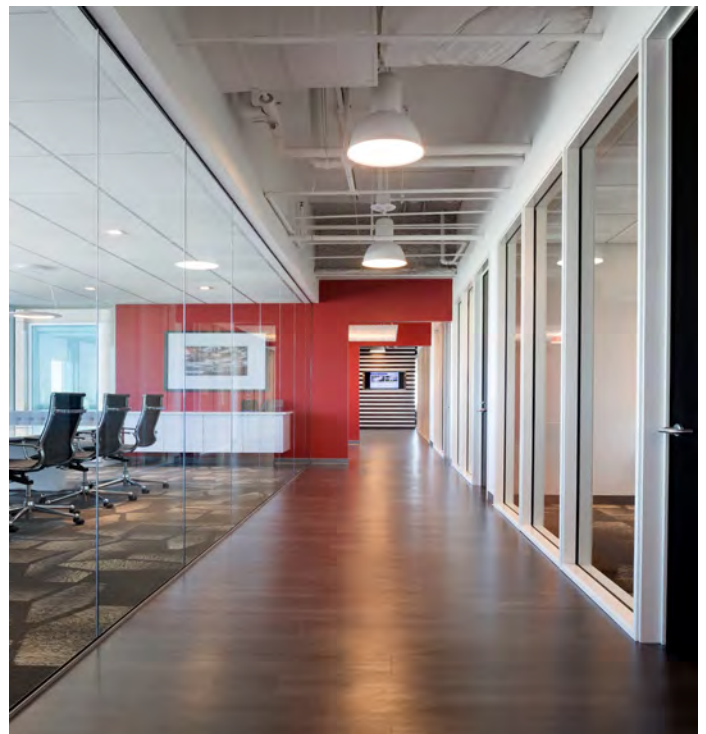
COMPANY EXPERIENCE



Crooked Lane Brewing Company TI
RankerAMG
Newmark Cornish & Carey
Ice Blocks - Block III
Water Resources Control Board
Confidential Project
St. Michael's Episcopal Church
CBRE Sacramento TI
Device Brewery TI - Rush River
Annunciation Greek Orthodox Church
DMHC 6th Floor
SMA Solar
Heller Pacific & Williams + Paddon TI



A.P. THOMAS
Construction, Inc.





COMPANY EXPERIENCE

RELEVANT PROJECTS

CROOKED LANE BREWING COMPANY TENANT IMPROVEMENT

Project Location	Auburn, CA
Contract Value	\$768,057
Square Footage	5,750 SF
Client Name	Adrian Psuty
Client Contact Information	530.401.0827
Project Description	Site enhancements, ADA upgrades and tenant improvements for a craft brewery.

RANKERAMG

Project Location	Sacramento, CA
Contract Value	\$1,768,890
Square Footage	43,884 SF
Client Name	Dave Ranker
Client Contact Information	916.488.7600
Project Description	Extensive office renovation and creation of manufacturing, and storage spaces. Project includes a modified entryway with new full height curtain wall and surround, new interior mezzanine, new mezzanine egress stairs, new restrooms and breakrooms.

NEWMARK CORNISH & CAREY

Project Location	Sacramento, CA
Contract Value	\$648,707
Square Footage	10,619 SF
Client Name	Devon Atlee
Client Contact Information	916.920.4400
Project Description	Preconstruction services and tenant improvements for a national brokerage firm in a high-rise building.

ICE BLOCKS - BLOCK III

Project Location	Sacramento, CA
Contract Value	\$3,028,109
Square Footage	21,510 SF
Client Name	Michael Heller
Client Contact Information	916.638.2400
Project Description	Renovation and reuse of an existing historic warehouse into a mixed use development.

WATER RESOURCES CONTROL BOARD

Project Location	Sacramento, CA
Contract Value	\$1,711,178
Square Footage	18,516 SF
Client Name	Mary Harris
Client Contact Information	916.342.6723
Project Description	Prevailing wage tenant improvement renovation for a state entity in a high-rise building. Repeat business for an existing client.





COMPANY EXPERIENCE

RELEVANT PROJECTS

CONFIDENTIAL PROJECT

Project Location	McClellan, CA
Contract Value	\$64,583,252
Square Footage	24,000 SF
Client Name	David Alexander
Client Contact Information	916.932.1961
Project Description	Mission critical ISO 3 clean rooms and N+1 redundant life safety, mechanical and electrical systems federal prevailing wage project.

ST. MICHAEL'S EPISCOPAL CHURCH

Project Location	Carmichael, CA
Contract Value	\$946,198
Square Footage	8,200 SF
Client Name	Doug Davy
Client Contact Information	916.485.3418
Project Description	Preconstruction and construction services for a remodel and update of an existing nave, chancel, chancel support space and narthex.

CBRE SACRAMENTO TENANT IMPROVEMENT

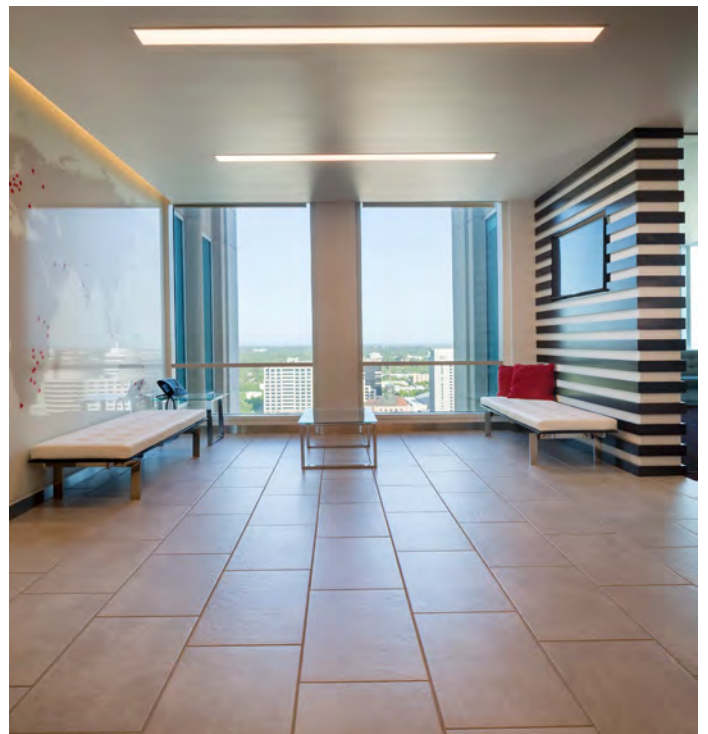
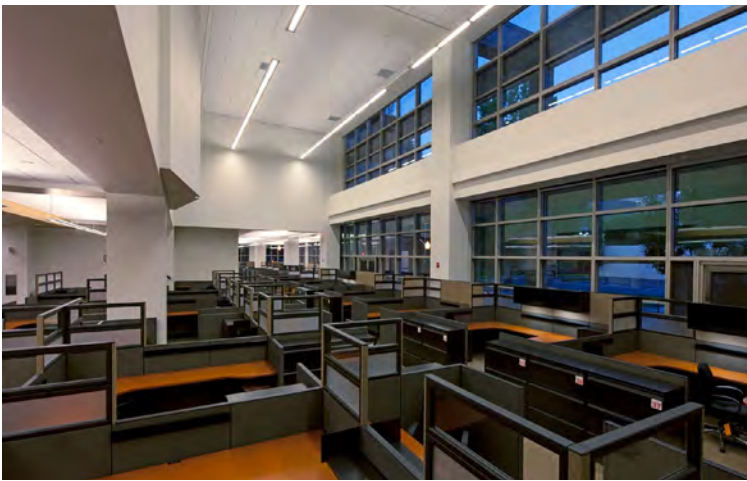
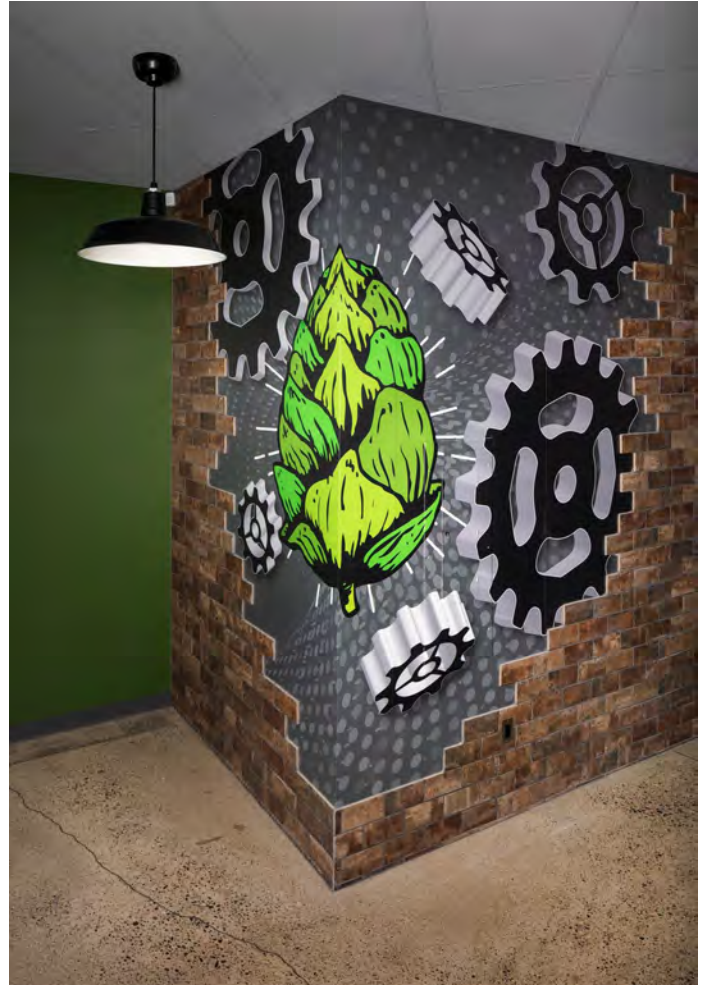
Project Location	Sacramento, CA
Contract Value	\$1,382,316
Square Footage	17,518 SF
Client Name	Chris Schempp
Client Contact Information	916.446.8792
Project Description	LEED Gold Certified Class A office tenant improvement for an existing client.

DEVICE BREWERY TENANT IMPROVEMENT - RUSH RIVER

Project Location	Sacramento, CA
Contract Value	\$574,817
Square Footage	8,000 SF
Client Name	Ken Anthony
Client Contact Information	916.737.2739
Project Description	Remodel of an existing space to include a commercial kitchen, bar, new restrooms, outdoor patio, polished concrete floors, and live wall. Repeat business from an existing client.

ANNUNCIATION GREEK ORTHODOX CHURCH

Project Location	Sacramento, CA
Contract Value	\$10,357,379
Square Footage	39,608 SF (Buildings) / 105,251 SF (Site)
Client Name	Sam Manolakas
Client Contact Information	916.638.0733
Project Description	Construction of a multipurpose center, administration building and education building; includes site improvements.





COMPANY EXPERIENCE

RELEVANT PROJECTS

DMHC 6TH FLOOR

Project Location	Sacramento, CA
Contract Value	\$1,314,482
Square Footage	24,347 SF
Client Name	Fabrian Borges
Client Contact Information	916.614.8800
Project Description	Prevailing wage tenant improvement and restroom upgrades.

SMA SOLAR

Project Location	Rocklin, CA
Contract Value	\$686,829
Square Footage	12,566 SF
Client Name	Alysia Melton
Client Contact Information	888.476.2872
Project Description	Office renovation to expand critical mission infrastructure for an operational global solar array monitoring center and expansion of their North American training facility, including a new training room, laboratory, break room, and an office expansion with an additional HVAC and an emergency generator for redundant power.

HELLER PACIFIC & WILLIAMS + PADDON TENANT IMPROVEMENT

Project Location	Sacramento, CA
Contract Value	\$775,667
Square Footage	5,585 SF
Client Name	Michael Heller
Client Contact Information	916.638.2400
Project Description	Class A office tenant improvement for a developer and architectural firm. Repeat business for an existing client.



PERSONNEL EXPERIENCE

Organization Chart

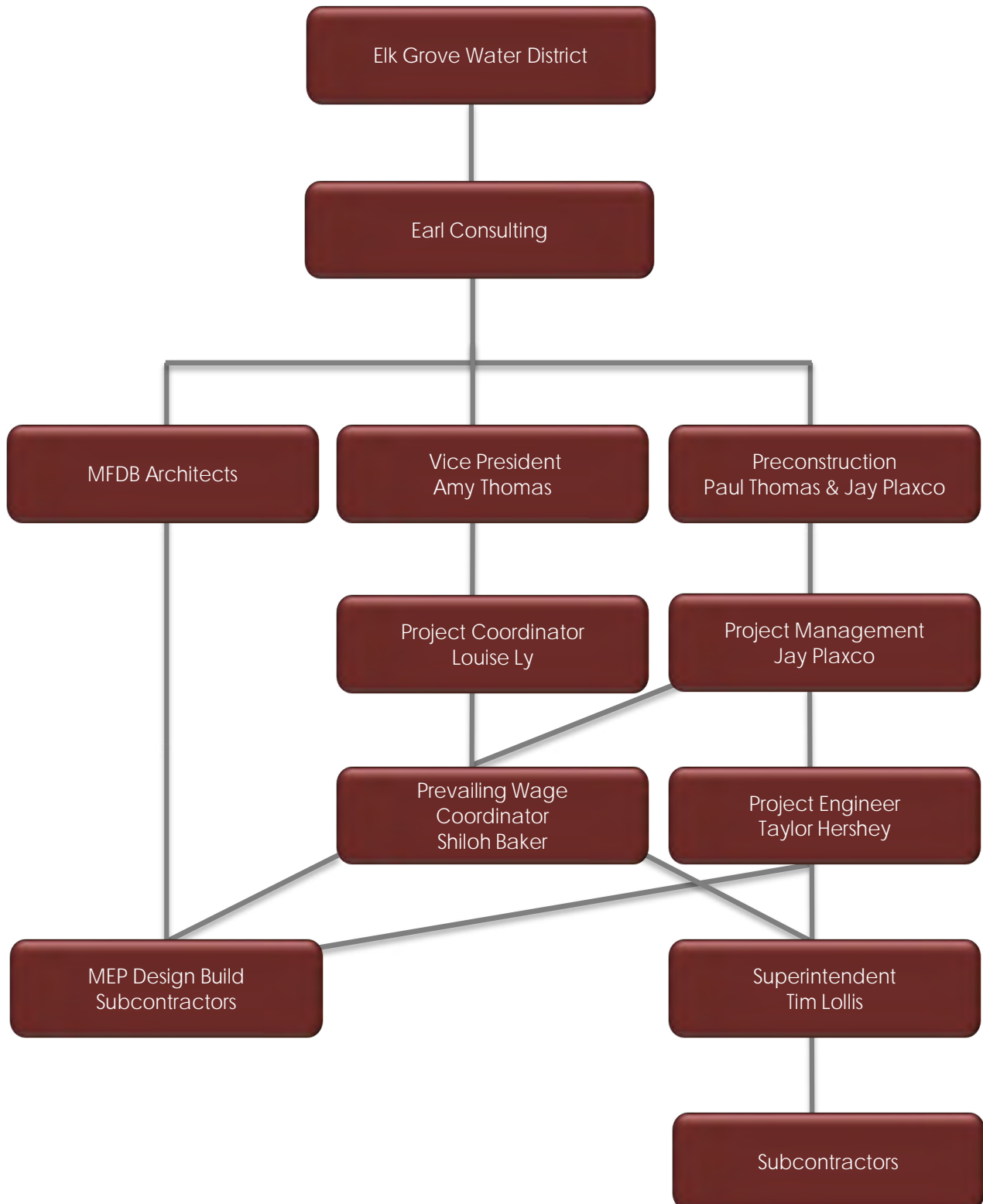
Team Resumes



A.P. THOMAS
Construction, Inc.



ORGANIZATION CHART





PERSONNEL EXPERIENCE



EDUCATION

Bachelor of Science in Construction Engineering Management, California State University, Sacramento

CERTIFICATIONS

OSHA 30-Hour Construction Safety Training

MEDIC First Aid and CPR Certified

EXPERIENCE

37 Years Experience in the Construction Industry

21 Years with A.P. Thomas Construction, Inc.

PAUL THOMAS

PRESIDENT, LEAD PROJECT MANAGER & ESTIMATOR

Paul Thomas began his career in the Bay Area working as a project engineer for a steel fabricator, Concord Iron Works. In 1985 he moved to Sacramento to complete his education in Construction Management at California State University, Sacramento and graduated in the spring of 1988. Over the years, Paul has worked as a Project Manager and Estimator for various companies such as NVE, Panattoni Development, F & H Construction and Earl Construction.

In 2000, A.P. Thomas Construction, Inc. was formed. Paul Thomas and Amy Thomas have been the owners and President and Vice President of A.P. Thomas Construction, Inc. for the past twenty-one years. Paul uses his 37 years of experience and expertise to lead the construction team and provide project management guidance throughout the entire project. He works with the Project Managers to provide conceptual estimating, cost modeling and value engineering ideas, as well as participate in all decisions impacting the project and its successful outcome. Paul brings a vast knowledge of all types of commercial construction and has a proven track record of assembling the best construction team to deliver a superior project. His direct involvement solidifies a cohesive team with the owners, architects, engineers, project managers, superintendents and subcontractors.

KEY RESPONSIBILITIES

Preconstruction

- Lead estimator / project manager of project
- Attend design meetings
- Review plans for discrepancies
- Value engineering
- Review subcontractor bids for completeness
- Subcontractor coverage for each trade
- Overall quality control

Construction

- Lead project manager
- Oversee superintendent
- Attend OAC meetings
- Quality control of complete construction phase
- Subcontractor change order requests
- Owner change order requests
- Review project budget
- Project closeout

PAST RELEVANT PROJECT EXPERIENCE

- Device Brewery TI - Rush River - Sacramento, CA
- RankerAMG - Sacramento, CA
- CBRE Sacramento TI - Sacramento, CA
- DMHC 6th Floor - Sacramento, CA
- Water Resources Control Board - Sacramento, CA
- Newmark Cornish & Carey - Sacramento, CA
- St. Michael's Episcopal Church - Sacramento, CA



PERSONNEL EXPERIENCE



AMY THOMAS

VICE PRESIDENT

Amy Thomas has more than 31 years in the development and construction industry. After attending the University of Cincinnati, Amy began her career with a plumbing contractor in Southern California. Her career relocated her up to Northern California working with KCS Development and Camray Construction in the accounting department. She continued to hone her experience in accounting and human resources while working for prominent commercial development companies such as BTV Crown Equities, Walaire, and The Heller Company. In 2000, Paul and Amy Thomas formed A.P. Thomas Construction, Inc., where she is the Vice President in charge of operations. Amy is based in our corporate office and is responsible for the overall structure and operations of the company, which includes the management of corporate finances, contract negotiations, administration, insurance, and human resources. Her ability to organize and implement systems and policies and her attention to detail are key components in the success of A.P. Thomas Construction, Inc.

EDUCATION

Undergraduate Studies,
University of Cincinnati,
Cincinnati, Ohio

CERTIFICATIONS

OSHA 30-Hour
Construction Safety
Training

MEDIC First Aid and CPR
Certified

EXPERIENCE

31 Years Experience in the
Construction Industry

21 Years with A.P. Thomas
Construction, Inc.

KEY RESPONSIBILITIES

Preconstruction

- Owner contract negotiations
- Subcontractor prequalifications

Construction

- Contractor and subcontractor insurance
- Owner contract negotiations
- Oversee senior project administrator, accounts payable & insurance coordinator
- Verify subcontractor documentation is accurate and acceptable to the project requirements

PAST RELEVANT PROJECT EXPERIENCE

- Device Brewery TI - Rush River - Sacramento, CA
- RankerAMG - Sacramento, CA
- CBRE Sacramento TI - Sacramento, CA
- DMHC 6th Floor - Sacramento, CA
- Water Resources Control Board - Sacramento, CA
- Newmark Cornish & Carey - Sacramento, CA
- St. Michael's Episcopal Church - Sacramento, CA



PERSONNEL EXPERIENCE



EDUCATION

Construction Management Certificate, University of California, Davis

CERTIFICATIONS

OSHA 30-Hour Construction Safety Training

MEDIC First Aid and CPR Certified

LEED® Accredited Professional

EXPERIENCE

23 Years Experience in the Construction Industry

17 Years with A.P. Thomas Construction, Inc.

JAY PLAXCO

SENIOR PROJECT MANAGER

Jay Plaxco is a results-driven individual highly skilled in conceptual estimating, CPM scheduling, cost management and quality control. Jay has strong, interpersonal, oral and written communication skills, and possesses an extensive knowledge of construction management processes and methods. Jay has the ability to work under pressure while coordinating numerous activities and groups of people. Jay has experience developing, monitoring, and implementing health and safety programs. He has a verifiable track record for successfully completing multimillion dollar projects through coordinating trades, developing partnerships, and building positive rapport with architects, engineers, local officials, vendors, and clients. Jay provides management oversight for all phases of the construction project, including coordinating subcontractors, material, and equipment, while ensuring that specifications are being followed and work proceeds on schedule and within budget. Jay’s vast field knowledge, extensive cost management experience, and ability to manage subcontractors and vendors assure a safe and quality-oriented project.

KEY RESPONSIBILITIES

Preconstruction

- Senior estimator / project manager of project
- Attend design meetings
- Review plans for discrepancies
- Value engineering
- Review subcontractor bids for completeness
- Subcontractor coverage for each trade
- Overall quality control

Construction

- Project manager
- Oversee superintendent
- Attend OAC meetings
- Quality control of complete construction phase
- Subcontractor change order requests
- Owner change order requests
- Review project budget
- Project closeout

PAST RELEVANT PROJECT EXPERIENCE

- Annunciation Greek Orthodox Church - Sacramento, CA
- Ice Blocks - Block III - Sacramento, CA
- CBRE Sacramento TI - Sacramento, CA
- Crooked Lane Brewing Company TI - Auburn, CA
- Water Resources Control Board - Sacramento, CA
- Newmark Cornish & Carey - Sacramento, CA
- Confidential Project - McClellan, CA



PERSONNEL EXPERIENCE



TAYLOR HERSHEY

PROJECT ENGINEER

Taylor Hershey has 9 years of experience in the construction industry and is currently responsible for bid circulation and project management. Taylor spent her first 6 years as a project coordinator and has transitioned into the project management team seamlessly through her roles of being a project engineer & bid coordinator to now being a project manager. Her experience in administration has allowed her to effectively communicate with her project team and lead the team so that her projects come in under budget and on time. Taylor’s ability to multi task ensures we are covered in every trade with multiple bids which allows A.P. Thomas Construction, Inc. to submit the best pricing at the benefit of the client. Taylor leads the bid coordination team with constant contact, ensuring that subcontractors’ bids and change order requests are submitted on time. Taylor is currently overseeing The United Auburn Indian Community Tribal School. Taylor’s organizational skills and proactive approach are vital to A.P. Thomas Construction’s overall project process.

EDUCATION

Bachelor of Science
in Agricultural Systems
Management, California
Polytechnic State
University, San Luis Obispo

CERTIFICATIONS

OSHA 30-Hour
Construction Safety
Training

MEDIC First Aid and CPR
Certified

EXPERIENCE

9 Years Experience in the
Construction Industry

8 Years with A.P. Thomas
Construction, Inc.

KEY RESPONSIBILITIES

Preconstruction

- Assistant estimator / project manager of project
- Attend design meetings
- Review plans for discrepancies
- Value engineering
- Review subcontractor bids for completeness
- Subcontractor coverage for each trade
- Overall quality control

Construction

- Assistant project manager
- Oversee superintendent
- Attend OAC meetings
- Quality control of complete construction phase
- Subcontractor change order requests
- Owner change order requests
- Review project budget
- Project closeout

PAST RELEVANT PROJECT EXPERIENCE

- Track 7: The Other Side - Sacramento, CA
- Device Tap House - Sacramento, CA
- Ice Blocks - Block III - Sacramento, CA
- University Retirement Community - Davis, CA
- Crooked Lane Brewing Company - Auburn, CA
- California Family Fitness Centers - Greater Sacramento, CA



PERSONNEL EXPERIENCE



CERTIFICATIONS

OSHA 30-Hour
Construction Safety
Training

MEDIC First Aid and CPR
Certified

EXPERIENCE

38 Years Experience in the
Construction Industry

19 Years with A.P. Thomas
Construction, Inc.

TIM LOLLIS

SUPERINTENDENT

With over 30 years of experience Tim Lollis is a seasoned veteran in the field. His skills specifically to Sacramento go back to 1985 where he developed his field leadership with SMC Construction as a foreman running crews and over-seeing projects. In 2002, Tim became a welcomed addition to the A.P. Thomas team. As a superintendent, Tim has completed over a million square feet of shell and tenant improvement construction and on a wide range of ventures. He has built nuclear medical facilities, breweries, manufacturing facilities, seven health clubs for California Family Fitness and numerous office tenant improvements. His field management skills and attention to detail enable him to bring projects in on time and with a high level of quality.

KEY RESPONSIBILITIES

Preconstruction

- Review plans for discrepancies
- Review subcontractor bids for completeness
- Subcontractor coverage for each trade
- RFI's

Construction

- On site superintendent
- Attend OAC meetings
- Oversee day-to-day operations of the construction work being completed
- Subcontractor coordination and scheduling
- Update weekly construction schedule
- Jobsite safety
- Quality control of construction work
- Coordination of inspections
- Punch list
- Project Closeout

PAST RELEVANT PROJECT EXPERIENCE

- St. Michael's Episcopal Church - Sacramento, CA
- California Family Fitness Arden - Sacramento, CA
- Crooked Lane Brewing Company TI - Auburn, CA
- 1201 J Street Redevelopment - Sacramento, CA
- California Family Fitness - K Street Mall - Sacramento, CA



PERSONNEL EXPERIENCE



LOUISE LY

PROJECT COORDINATOR

Louise Ly has 12 years of administrative experience in the construction industry and is currently the senior project coordinator. Louise works closely with all of our project managers from beginning to end on each project. She is responsible for the day-to-day administrative functions for our projects, which include subcontract agreements, submittals, RFI's, subcontractor change orders, owner change orders, subcontractor project billings, and project closeout documentation. She is also responsible for project set-up, and maintaining the quality control of the daily administrative functions for our projects, overseeing the project coordination team, reviewing their work and assisting with owner contracts. She completed the LEED documentation for CBRE and Enterprise Rent-A-Car, in which she received high praise from our clients for her LEED organizational skills on the project. Her skills in formatting and editing have been key in providing accurate and quality project documentation.

EDUCATION

Bachelor of Arts in Interior Design, University of California, Davis

CERTIFICATIONS

MEDIC First Aid and CPR Certified

EXPERIENCE

12 Years Experience in the Construction Industry

8 Years with A.P. Thomas Construction, Inc.

KEY RESPONSIBILITIES

Construction

- Subcontractor agreements
- RFI tracking
- Submittal tracking
- CPR bulletins
- Inspection tracking
- Collecting safety data sheets
- Meeting minutes packages
- Subcontractor change orders
- Plan organization
- Project closeout documentation
- Owner billings

PAST RELEVANT PROJECT EXPERIENCE

- Annunciation Greek Orthodox Church - Sacramento, CA
- CBRE Sacramento TI - Sacramento, CA
- Crooked Lane Brewing Company TI - Auburn, CA
- Water Resources Control Board - Sacramento, CA
- RankerAMG - Sacramento, CA



PERSONNEL EXPERIENCE



SHILOH BAKER

COST ACCOUNTANT

Shiloh Baker currently serves as the cost accountant for A.P. Thomas Construction, Inc. Shiloh started as an administrative assistant and then transferred into accounts payable, insurance and prevailing wage. She currently serves as the cost accountant. Since joining the team 6 years ago, she has excelled in her positions, making a large positive impact on the company. As the insurance coordinator, Shiloh tracks subcontractors' and sub-subcontractors' insurance, verifying that they meet the minimum insurance requirements by both the Contractor and Owner before they are allowed to begin work on the job site. As the cost accountant, Shiloh tracks subcontractors' safety tailgate trainings for each month that they submit a progress billing, subcontractor and sub-subcontractor preliminary notices, and subcontractor and sub-subcontractor conditional and unconditional releases. Shiloh verifies that all required documentation is submitted and current prior to releasing any funds to a subcontractor. Shiloh's dedication and organizational skills assists in keeping the projects safe and protected for both the owner and contractor.

CERTIFICATIONS

MEDIC First Aid and CPR Certified

EXPERIENCE

8 Years Experience in the Construction Industry

8 Years with A.P. Thomas Construction, Inc.

KEY RESPONSIBILITIES

Preconstruction

- Subcontractor prequalifications

Construction

- Owner insurance certificates
- Subcontractor insurance certificates
- Sub-subcontractor insurance
- Preliminary notices
- Conditional and unconditional releases
- Accounts payable
- Review and update project budgets and costs
- Subcontractor safety tailgates

PAST RELEVANT PROJECT EXPERIENCE

- Device Tap House - Sacramento, CA
- Track 7: The Other Side - Sacramento, CA
- Portocork Shell & TI - Napa, CA
- OLA Campus Modernization - Sacramento, CA
- United Auburn Indian Community School Project - Loomis, CA
- California Family Fitness Centers - Greater Sacramento, CA

CONTRACTOR FEE BREAKDOWN

General Conditions Breakdown

Overhead Breakdown

General Conditions Subcontracted Items



A.P. THOMAS
Construction, Inc.



CONTRACTOR FEE BREAKDOWN

GENERAL CONDITIONS BREAKDOWN / DEFINITIONS

General Conditions / General Requirements	Material account for miscellaneous construction materials, temporary gate locks, small tools, sundries, Trailer FF&E, temporary power, general clean-up of the site.
Protection of Existing Finishes	Material cost to cover and protect finished surfaces and materials throughout the project as items are completed. Includes materials to cover finished floors, walls, protection of door jambs and windows.
Dumpsters	Mixed C&D 40 yard dumpster delivery and haul off construction related debris.
CPM Schedule	Construction schedule with monthly updates.
Project Manager / Estimator	Project Manager is responsible for the overall management of the project, contracts, subcontracts, change orders, safety, quality control and managing overall project. If the President is assigned as the Project Manager, his time will be charged as a direct job expense. The Project Manager is stationed at our office and their time is not charged full time as a direct job expense.
Project Engineer	Project Engineer is responsible for assisting the Project Manager with submittals, change orders, and RFI's. The Project Engineer is stationed at our office and their time is not charged full time as a direct job expense.
Project Coordinator, Job Cost Accountant & Prevailing Wage Coordinator	Administration staff responsible for processing submittals, RFI's, change order requests, subcontractor contracts, subcontractor billings and all other project documentation. The Project Coordinator, Job Cost Accountant & Prevailing Wage Coordinator are stationed at our office and their time is not charged full time as a direct job expense.
Superintendent & Assistant Superintendent	Full-time supervision of the job site including safety, tracking and maintaining schedule, quality control, safety, and coordination of all trades.
Temporary Toilets	Rental of temporary sanitation facilities through the duration of the project including temporary toilets, hand wash stations and weekly cleaning.
Equipment Rental	Equipment rental expense for items including but not limited to pressure washers, fork-lifts, propane, heaters, fans and miscellaneous tools.
Temporary Fence	Rental expense for temporary fencing around project site, if required.
Drinking Water	Monthly cost to provide drinking water on site at the construction trailer.
Construction Signage	Signage identifying the project site as well as job site rules, project safety and regulations.
Fuel (APT EE Cost)	Vehicle fuel costs for Superintendent, TI Superintendent, and a prorated share of fuel cost for the Project Manager.
Blueprints	Printings costs associated with copying, digitizing permitted plans, as-built plans, and working sets of plans for the job site.



CONTRACTOR FEE BREAKDOWN

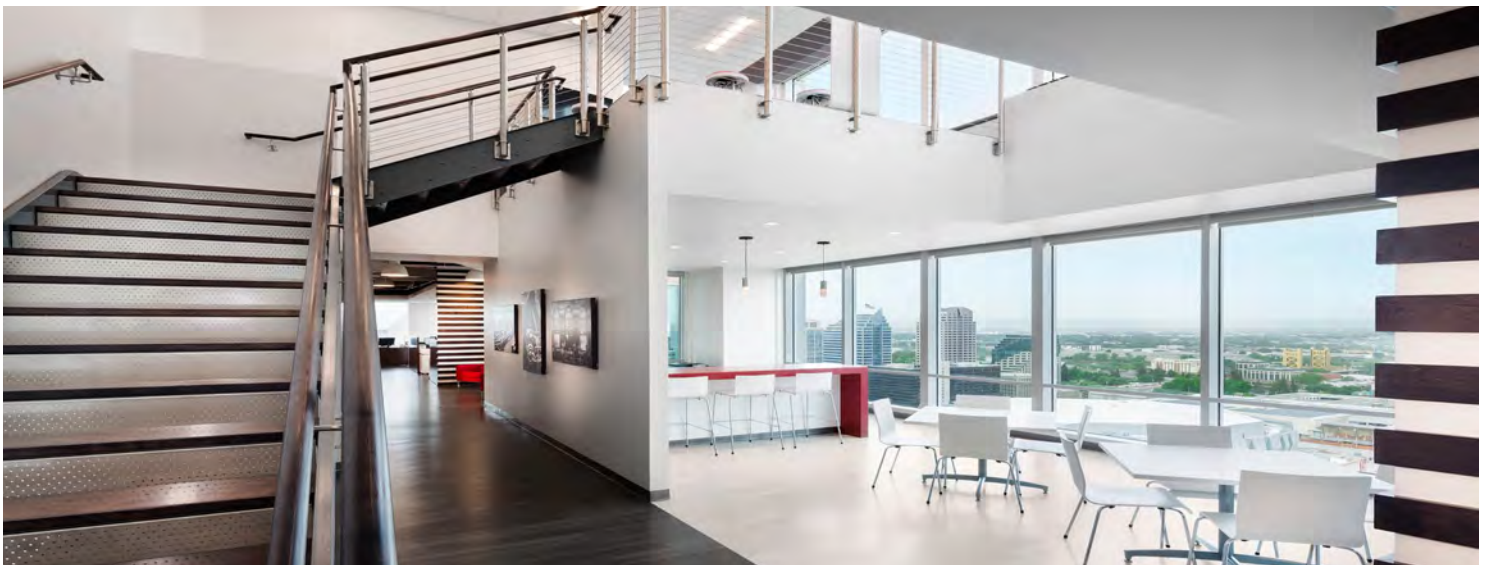
Safety Equipment	Safety equipment including but not limited to personal protective equipment, safety vests, delineators, and traffic safety.
Photographs	Progress photos throughout construction.
Legal	Legal costs allocated for review of critical documents.
Technology / IT	Technology costs associated with laptops, tablets, and cell phones. To include but not limited to the purchase of devices, IT support, and monthly phone bills.
Project Closeout	Closeout costs for the project including but not limited to copying, filing, assembling warranties and operation manuals, and archiving the project.
Superintendent Vehicle Insurance and Expense	Monthly allowance cost for the Superintendent’s vehicle including maintenance, insurance and registration.
Project Manager Vehicle Insurance and Expense	Prorated monthly allowance cost for the Project Manager’s vehicle including maintenance, insurance and registration.
Project Engineer Vehicle Insurance and Expense	Prorated monthly allowance cost for the Project Engineer’s vehicle including maintenance, insurance and registration.
Bonuses	Bonuses for members of the project team both field and office.

OVERHEAD BREAKDOWN

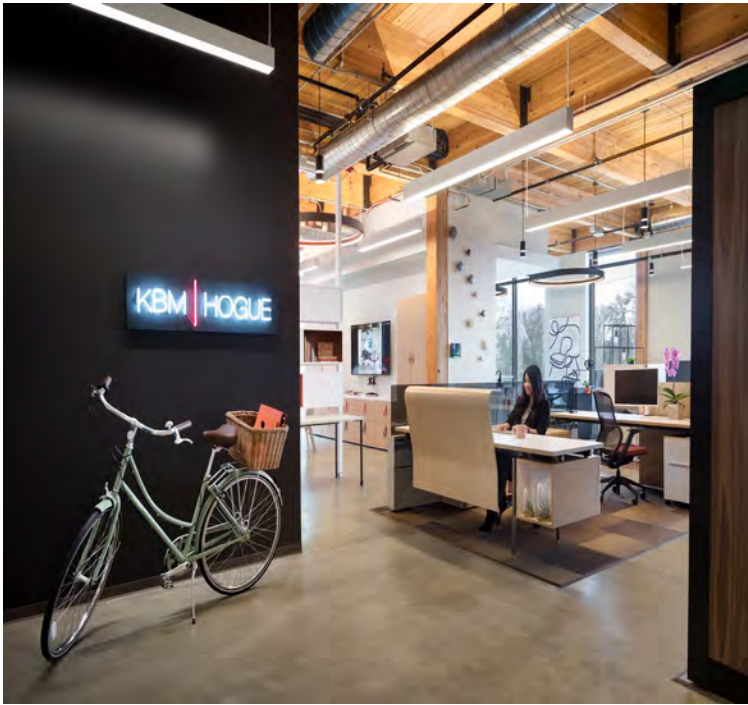
President, vice president, controller, human resources, accounts payable / receivable, insurance administrator, estimating (projects not awarded), warranty, office FF&E, computers, copiers, plotters, fax, IT support services, rent, insurance, office related vehicles, fuel, utilities, marketing, internet web and support, office sundries, storage units rent, education, CPR training, OSHA training, team building events, superintendent down time between projects, software maintenance & updates, miscellaneous office equipment, and general safety equipment.

GENERAL CONDITIONS SUBCONTRACTED ITEMS

Final clean and hazardous material testing. Some of these items may be under a specific CSI scope at the time of bid or fall under General Conditions as a subcontracted item.



MANAGEMENT APPROACH



- Self-Performed Work
- Cost Control & Reporting
- Scheduling Methods & Tools
- Technology
- Material Management
- Project Management
- Field Supervision



A.P. THOMAS
Construction, Inc.



MANAGEMENT APPROACH

SELF-PERFORMED WORK

A.P. Thomas Construction, Inc. focuses our attention on managing the project and overall quality throughout the construction process. In order to be proficient at construction management, A. P. Thomas Construction, Inc. does not self-perform any trade of work. We have found that our subcontractors are extremely efficient and cost competitive and there is minimal to no savings in self-performing work. Furthermore, it is much easier for our clients and their lenders to track project releases if all trades are subcontracted. It also provides an added layer of insurance protection. This ultimately gives us the opportunity to focus on the schedule, quality, safety, material submittals, compliance with the construction documents and a smooth completion; the things we do best!

COST CONTROL & REPORTING

The majority of our projects are referrals and repeat clients. Our ability to deliver what we have committed to enables us to use all of our projects as references. This is accomplished through open, proactive communication when challenges arise during construction. A.P. Thomas Construction, Inc. handles the issue timely by vetting all possible options, communicating and reacting promptly to ensure the project continues to move forward and finish successfully. A.P. Thomas is realistic in what we can deliver. As part of the team, we do not make promises we cannot keep. These are just some factors in what separates us from our competitors and what has made us successful today.

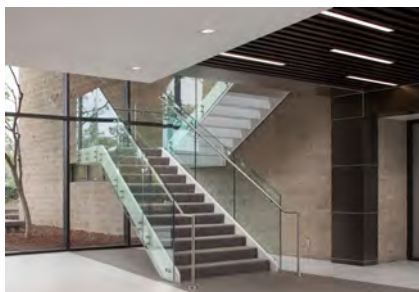
There will be delays in any project, as well as associated change orders that will impact the budget. The key is to identify the potential issues ahead of time and have contingency plans in place. Buyout and cost control are two key concepts that A.P. Thomas Construction, Inc. focuses on in order to mitigate cost overrun both at the bidding stage and during the construction phase of a project.

BUYOUT

At A.P. Thomas Construction, Inc., our team strives to attain for our clients the most value for their investment. At the completion of the bid phase our team will review all subcontractor proposals for each trade and compare scope and pricing. They will note any exclusions, scope duplications or holes. Once a thorough review has been completed, our estimators and project managers will contact subcontractors and work through these items while verifying costs. Our end goal is to select high-quality subcontractors who are qualified for the project, have a complete scope of work and provide our client the best value.

COST CONTROL

Our approach to managing cost control aspects of a project include a constructability review to assure the plans and documents are complete and accurate to avoid scope gaps, real time pricing iterations as the design develops, an extensive value engineering exercise to assure ownership receives the best value, preparation of subcontractor bid packages, a competitive bid process and detailed analysis of subcontractor bids to assure completeness and accuracy. A.P. Thomas Construction, Inc. will work with the Owner to establish an acceptable maximum subcontractor mark-up rate and make this a requirement in the subcontractor agreement. In addition, change orders will be reviewed and quantities confirmed to ensure accuracy before they are submitted for consideration.



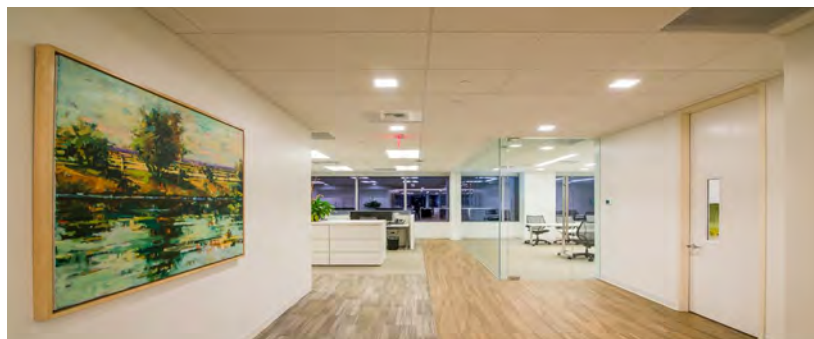


MANAGEMENT APPROACH

SCHEDULING METHODS & TOOLS

Our master schedule will track all components of the project. We utilize Microsoft Project software to track all tasks using the critical path method (CPM). All tasks will be linked in a Gantt chart. Specific schedules we will track are:

- Construction schedule
- Submittals
- Request for information
- Change orders
- Insurance and contracts
- Permits and entitlements
- Payments and cash flow projections



TECHNOLOGY

A.P. Thomas Construction, Inc. utilizes which will assist in tracking items related to the schedule is Newforma. This software will streamline and expedite coordination of document tracking and submittals between the design and construction team. The owner and architect will also have the ability to access Newforma through an exchange site and keep current on tracking the project.

MATERIAL MANAGEMENT

The procurement of long lead critical materials will be managed by the means of the design-assist team format. Being involved early in the process allows us to identify critical lead times and when items need to be released to maintain the construction schedule.

PROJECT MANAGEMENT

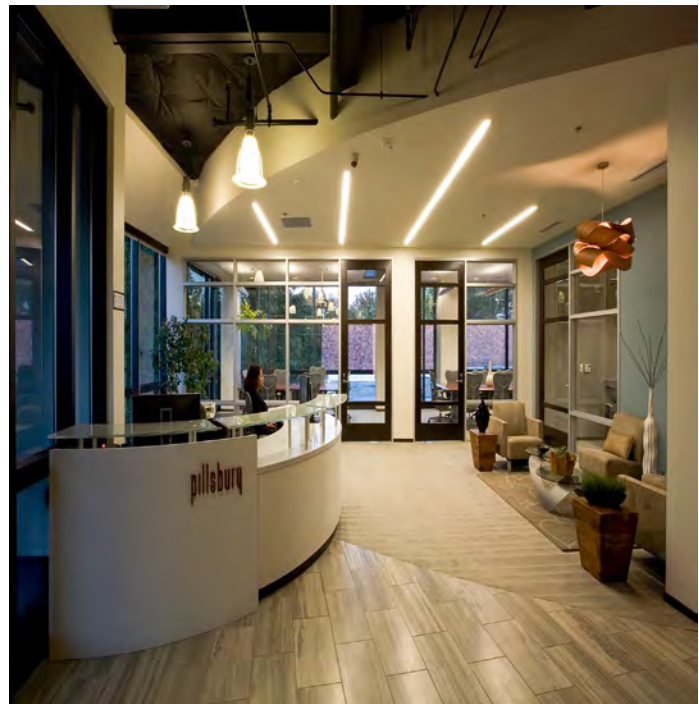
Our project management team has been together for over 10 years and has over 100 projects successfully completed. Our traditional means and methods in managing the project from concept to completion result in quality projects, safe building, and exceeding our clients' expectations. Our success is due to simple user-friendly systems, consistency in every element of the project and repetition so nothing gets missed.

FIELD SUPERVISION

Our field supervision as part of the project management team has over 10 years experience with A.P. Thomas Construction, Inc. They have overcome challenges on a wide range of projects. Their focus has been on managing the subcontractors for meeting deadlines and total quality management. Since we do not build any components with our own crews our field supervision is not diverted from managing labor and can focus on plans, scheduling and building a quality project. Our field is linked to the office via laptops, can access Newforma, and are working in current time with all construction documents.

JOB SAFETY

COVID-19 Protocol
Emergency Response Plan
Management of Emergency Operations



A.P. THOMAS
Construction, Inc.



JOB SAFETY

Safety is another key to a successful project and at A.P. Thomas Construction, Inc., we make safety our #1 priority. As a company we ensure every employee and subcontractor is following construction standards for safety procedures. All of our employees here at A.P. Thomas Construction, Inc., both office and field, are trained monthly on safety topics and are MEDIC First Aid and CPR certified. We confirm that our subcontractors are following state safety guidelines by collecting all of our subcontractors' weekly safety tailgate trainings, Safety Data Sheets, and Injury and Illness Prevention Programs.



Jobsite safety is monitored daily by superintendents and weekly by management. A safe jobsite equals a successful project. Our construction team stays organized and on schedule throughout a project to decrease the probability of accidents. A.P. Thomas has set office and jobsite safety procedures in place and our management team makes certain those procedures are implemented.

Factors in maintaining a safe and successful jobsite include:

- CONSTANT TRAINING ON SAFETY PROCEDURES
- STRONG LEADERSHIP PRESENCE ON THE JOBSITE
- PROJECT TEAM ACCOUNTABILITY
- WEEKLY INTERACTION WITH PROJECT TEAM
- DAILY, WEEKLY AND MONTHLY PLANNING
- CREATING AND IMPLEMENTING PROCEDURES

PROVEN TRACK RECORD OF SAFETY SCORES



COVID-19 PROTOCOL

A.P. Thomas Construction, Inc. takes the health and safety of our employees, clients, subcontractors, architects, and consultants very seriously. With the spread of coronavirus, our company has enacted measures to keep projects safe. The COVID-19 Exposure Prevention, Preparedness, and Response plan is a part of every superintendent's IIPP Manual. The plan details each individual's responsibility on the jobsite, including protective measures, cleaning and disinfecting, exposure situations and how to handle, as well as a check list for employees. A.P. Thomas Construction, Inc. staff takes their temperature before starting each shift and wears a mask throughout our office and job sites. Subcontractors are asked to wear masks when on the job site and this requirement is specified in their contracts, as well as discussed in foreman meetings each week. Social distancing protocol's are posted at the entrance to the site. A.P. Thomas Construction, Inc. instructs our personnel and our subcontractors to stay home if they are feeling sick and consult with a medical professional. A.P. Thomas Construction, Inc. COVID-19 protocol is based on information available from the CDC and OSHA. It is subject to change based on further information provided by the CDC, OSHA, and other public officials. The COVID-19 Exposure Prevention, Preparedness and Response plan and social distancing protocols can be provided electronically upon request.



JOB SAFETY

EMERGENCY RESPONSE PLAN

The A.P. Thomas Construction, Inc. Emergency Response Plan (ERP) is a set of procedures in place for a response to any potential emergency that may occur on the construction site or near the construction vicinity.

Every effort will be made to identify and assess potential hazards prior to the start of construction and again at major milestones. We then take precautionary measures to prevent incidents from occurring. The ERP shall be achieved by requiring the proper personal protective equipment to be utilized by all project personnel, ongoing safety training of all A.P. Thomas Construction, Inc. personnel and its project subcontractors with supporting documentation, conducting daily safety inspections and completing weekly safety surveys to identify any safety violations for immediate correction and education.



All on-site A.P. Thomas Construction, Inc. personnel are trained on emergency procedures, are given a copy of the Initial Notification Table to be posted along with the emergency posters, and are trained in the steps of the Emergency Response System. A.P. Thomas Construction, Inc. also requires all on-site employees to have a copy of our Injury and Illness Prevention Program at all times.

MANAGEMENT OF EMERGENCY OPERATIONS

EMERGENCY RESPONSE SYSTEM

A.P. Thomas Construction, Inc. will utilize an Emergency Response System that designates command authority in order to direct and coordinate all communications and responding agencies. Additionally, incidents are categorized in levels of severity to determine an appropriate response.

Emergency posters with local emergency phone numbers will be posted at the jobsite, and crews will be instructed on its location. A.P. Thomas Construction, Inc. also requires all superintendents to carry a customized trauma control first aid kit capable of handling multiple minor accidents on the job. Additionally, a 24-hour emergency contact list for A.P. Thomas Construction, Inc. and its subcontractors will be provided to the client in the event of an after-hours incident.



COMMAND AUTHORITY & DESIGNATED PERSONNEL

On any Level 1 emergency incident the project superintendent will assume command for assessing the situation and determining the appropriate resources necessary to address the incident. The superintendent shall notify the A.P. Thomas team, jobsite personnel, property management, and the owner of the occurrence and an investigation and incident report will be completed and routed to the appropriate A.P. Thomas Construction, Inc. personnel and client.

On any Level 2 or 3 emergency incidents, the project superintendent will assume initial command until key A.P. Thomas individuals or the first emergency responding agency arrives. A.P. Thomas Construction, Inc. will allow trained professionals from emergency agencies to exercise incident command and we will continue to offer additional assistance wherever necessary. A follow-up investigation and incident report will be completed and routed to the appropriate A.P. Thomas Construction, Inc. management personnel and the client.

SUBCONTRACTOR DESIGN-BUILD TEAM

Introduction to our MEP Team

MEP Team



A.P. THOMAS
Construction, Inc.



SUBCONTRACTOR DESIGN-BUILD TEAM

INTRODUCTION TO OUR MEP TEAM:

We have selected the following design-build team for their extensive experience in the construction industry. We recently completed a 3 1/2 year project with this team for the Department of Defense. Our client was General Dynamics and although the project was designed by Jacob’s Engineering, there was extensive design-assist by our MEP team to solve problems, stay on budget, and keep the project moving forward. This is a seasoned team and A.P. Thomas Construction, Inc. has a great working relationship with them.

MEP TEAM:

- Fire Alarm: Schetter Electric, LLC
- Fire Protection: Systems Tech, Inc.
- Plumbing: Airco Mechanical, Inc.
- HVAC: Airco Mechanical, Inc.
- Electrical: Schetter Electric, LLC



Exhibit C
Preliminary Construction Schedule

Exhibit D
Construction Schedule
(To be provided with Contract Amendment)

Exhibit E
Contractor's general conditions/requirements costs

TABLE A

FEE PROPOSAL FORM FOR GENERAL CONTRACTOR PRECONSTRUCTION AND CONSTRUCTION SERVICES WITH A GUARANTEED MAXIMUM PRICE

Elk Grove Water District Administration Building Tenant Improvements Elk Grove, CA

The undersigned proposer hereby offers, in the amounts stated below, to furnish all services for both the Preconstruction Phase and Construction Phase and to furnish all labor, materials, tools, equipment, apparatus, facilities, transportation, and permits for the construction of the tenant improvements of the new Elk Grove Water District (EGWD) Administration Building, Elk Grove, CA in accordance with all the requirements of the Request for Proposals and to the satisfaction of District.

The proposer also hereby agrees to enter into contract if District accepts this proposal.

Proposers shall complete the information in the following tables:

<u>Fees</u>	<u>Amount</u>
Preconstruction Services <u>Lump Sum</u> (includes overhead and profit for this phase) in the event General Contractor IS retained for Phase II (See Part I, Article 4 of Attachment C, Construction Contract)	\$21,772.00
Preconstruction Services <u>Lump Sum</u> (includes overhead and profit for this phase) in the event General Contractor IS NOT retained for Phase II (See Part I, Article 4 of Attachment C, Construction Contract)	\$21,772.00
General Conditions/Requirements (<u>Lump Sum</u> from Table B)	\$100,595.00
General Contractor's insurance as a <u>percentage</u> of the overall Cost of the Work	1%
General Contractor's Payment and Performance Bond as a <u>percentage</u> of the overall Cost of the Work	1.1%
Subcontractor Payment and Performance Bonds, or equivalent, as a <u>percentage</u> of the overall Subcontractor Cost of the Work	3%
General Contractor's Contingency as a <u>percentage</u> of the overall Cost of the Work	5%

<u>Markups</u>	<u>Markup Percentage (%)</u>
General Contractor's Markup as a <u>percentage</u> of the Subcontractor's Cost + Markup on Subcontractor Change Order Work	12%
General Contractor's Markup as a <u>percentage</u> of the General Contractor's Cost on Self-performed Change Order Work	Not Applicable

<u>Savings Split & Delay Charge</u>	
Proposed savings split in the event that the final Contract Sum is less than the Guaranteed Maximum Price (see Article 3.2.2 of the Design-Assist Contract).	District Percentage: 60% Contractor Percentage: 40%
Proposed Contractor charge for District-caused delays (see Article 14 of the Design-Assist Contract).	\$ 1,500.00 per calendar day

The proposer agrees that the above fees will be held until award of the construction phase in accordance with the proposed calendar contained in the Request for Proposals.

The Owner reserves the right to reject any and all proposals and to waive any irregularities.

ACKNOWLEDGE EACH ADDENDUM RECEIVED 1-4

The proposal is subject to the provisions contained in the Contract.

The bid must be submitted on this Fee Proposal Form, completely filled out and delivered in person or by mail to the Elk Grove Water District's Administration Office at 9257 Elk Grove Blvd., Elk Grove, CA before 3:30 P.M. on the date shown on the RFP, or it will be disregarded. Only bids from the shortlisted contractors will be accepted.

Firm: A.P. Thomas Construction, Inc.

Submitted by: Paul G. Thomas

Title: President

Signature:  _____

Table B

**Request for Proposals for
General Contractor Services with Guaranteed Maximum Price
Elk Grove Water District Administration Building Tenant Improvements**

Project Jobsite Staff (as applicable)		Direct Cost of the Work	General Conditions/ Requirements	Fees - Overhead & Profit	Paid by Owner	Hourly Rate	General Conditions/ Requirements Costs
1	Project Executive		X			\$175.00	\$4,360.00
2	Project Manager		X			\$145.00	\$8,840.00
3	Project Superintendent		X			\$125.00	\$39,000.00
4	Project Engineer		X			\$105.00	\$6,240.00
5	Scheduling Engineer		X			\$105.00	\$1,300.00
6	Field Engineer		X			\$105.00	\$1,950.00
7	Drafting and Detailing		X			NA	NA
8	As-Builts		X			NA	\$1,300.00
9	Field Accountant		X			\$65.00	\$1,560.00
10	Time Keeper		X			NA	\$1,500.00
11	Secretarial		X			\$65.00	\$1,300.00
16	Jobsite Laborer /Runner		X			\$45.00	\$3,600.00
12	Clerk/Typist		X			\$65.00	\$1,625.00
13	Independent Surveyor	X					
14	Safety Officer		X				Included in above
15	Periodic drug testing		X				Included in above
17	Fringe Benefits/Job Site Staff		X				Included in above
18	Vacation Time/Job Site Staff		X				Included in above
19	Sick Leave/Job Site Staff		X				Included in above
20	Subsistence/ Job Site Staff		X				Included in above
21	Bonuses/Job Site Staff			X			

Temporary Utilities		Direct Cost of the Work	General Conditions/ Requirements	Fees - Overhead & Profit	Paid by Owner	General Conditions/ Requirements Costs
1	Telephone Installation	X				
2	Telephone Monthly Charges		X			\$860.00
3	Elec Power Installation	X				
4	Elec Power Dist Wiring	X				
5	Elec Power Monthly Charges		X			\$2,925.00
6	Water Service - Installation	X				
7	Water Service - Monthly Costs		X			\$900.00
8	Heating & Cooling Costs		X			\$2,250.00
9	Light Bulbs & Misc. Supplies		X			\$450.00
10	Job Site Clean-Up-Periodical	X				
11	Final Clean	X				
12	Dump Permits and Fees	X				
13	Trash Removal/Hauling	X				
14	Flagman and Traffic Control	X				
15	Dust Control	X				
16	Temporary Road	X				
17	Temporary Road Maint	X				
18	Trash Chute & Hopper	X				

Direct Job Costs		Direct Cost of the Work	General Conditions/ Requirements	Fees - Overhead & Profit	Paid by Owner	General Conditions/ Requirements Costs
1	Wages of Construction Labor	X				
2	Labor Fringe Benefits and Burden	X				
3	Subcontract Costs	X				
4	Material	X				

5	Equipment	X				
6	Small Tools - Purchase		X			\$500.00
7	Small Tools - Rental		X			\$1,000.00
8	Warranty Work & Coordination			X		
9	Corrective Work Damaged by GC or GC's subs			X		
10	Corrective Work Non-Conforming with Specs			X		

Temporary Facilities		Direct Cost of the Work	General Conditions/ Requirements	Fees - Overhead & Profit	Paid by Owner	General Conditions/ Requirements Costs
1	Office Trailer		X			\$6,500.00
2	Storage Trailer & Tool Shed		X			\$500.00
3	Office Furniture and Equip		X			\$150.00
4	Copy machine and Printer		X			\$250.00
5	Postage/UPS/FedEx		X			\$200.00
6	Project Photographs		X			\$500.00
7	Temporary Toilets		X			\$3,060.00
8	Project Sign		X			\$450.00
9	Scaffolding		X			Cost - Subcontracted
10	Temporary Fencing/Enclosures		X			\$4,950.00
11	Covered Walkways	X				
12	Barricades	X				
13	Temporary Stairs	X				
14	Opening Protection	X				
15	Safety Railing & Nets	X				
16	Drinking Water/Cooler/Cup		X			\$100.00
17	Safety/First Aid Supplies		X			\$150.00
18	Fire Fighting Equipment		X			\$500.00
19	Security Guards		X			TBD
20	Watchman Service		X			TBD

Miscellaneous Project Costs		Direct Cost of the Work	General Conditions/ Requirements	Fees - Overhead & Profit	Paid by Owner	General Conditions/ Requirements Costs
1	Premium- GC Bond & Insurance	X				
2	Premium- Trade Contractor Bonds & Insur	X				
3	Premium- Builders Risk Insurance				X	
4	Deductibles- Builders Risk by GC or sub			X		
5	Printing - Dwgs & Specs for bidding				X	
6	Printing - Dwgs & Specs for construction		X			\$1,825.00
7	Initial Soils Investigation				X	
8	Testing and Inspection				X	
9	Maintenance After Occupancy				X	
10	Facility Operator Training by GC or sub	X				
11	Fees- Plan Check				X	
12	Fees- Building Permit				X	
13	Fees- Sidewalk Permit				X	
14	Fees- Water Connection Permit				X	
15	Fees- Water Meter				X	
16	Fees- Sanitary Sewer				X	
17	Fees- Storm Drain				X	
18	Fees- Gas Service				X	
19	Fees- Power Service				X	
20	Fees- Curb & Gutter				X	
21	Fees- Sign				X	

TOTAL LUMP SUM COST FOR GENERAL CONDITIONS/REQUIREMENTS						\$100,595.00
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Hoisting / Conveyance		Direct Cost of the Work	General Conditions/ Requirements	Fees - Overhead & Profit	Paid by Owner
1	Hoist & Tower Rental	X			
2	Hoist Landing & Fronts	X			
3	Hoist Operator	X			
4	Hoist Safety Inspections	X			
5	Hoist Material Skips/Hoppers	X			
6	Erect & Dismantle Hoists	X			
7	Crane Rental	X			
8	Crane Operators	X			
9	Crane Safety Inspections	X			
10	Erect & Dismantle Crane	X			
11	Fuel, Repairs, Maintenance	X			
12	Crane Raising/Jumping Costs	X			
13	Temporary Elevator/Rental	X			
14	Elevator Operation Costs	X			
15	Elevator Repairs/Maintenance	X			
16	Cage Rider at Elevator	X			
17	Safety Inspections	X			
18	Forklift Rental	X			
19	Forklift Operator	X			
20	Forklift Safety Inspections	X			
21	Fuel, Repairs, Maintenance	X			
22	Elevator Service Costs	X			

Contractor's Main Office Staff		Direct Cost of the Work	General Conditions/ Requirements	Fees - Overhead & Profit	Paid by Owner
1	Corporate Executives			X	
2	Principal in Charge			X	
3	Operation Manager			X	
4	Project Executive			X	
5	Estimating Cost Engineering			X	
6	Value Engineering			X	
7	Home Office Engineer			X	
8	Scheduling			X	
9	Drafting and Detailing			X	
10	Purchasing & Contracts			X	
11	Accounting & Bookkeeping			X	
12	Safety & E.E.O Officer			X	
13	Secretarial			X	
14	Clerk/Typist			X	
15	Computer/Data Processing			X	
16	Legal - General and Pertaining to Project			X	
17	Travel & Subsistence			X	
18	Fringe Benefits & Burden			X	
19	Vacation Time/Main Office			X	
20	Bonuses/Main Office			X	

Exhibit F
Schedule of Values
(To be provided with Contract Amendment)

Exhibit G
Drawings, Specifications and Project Requirements
(To be provided with Contract Amendment)

Exhibit H -- Performance Bond
(To be provided with Contract Amendment)

Exhibit I -- Payment (Labor and Materials) Bond
(To be provided with Contract Amendment)

Exhibit J
Insurance Rates/Fee for Changes
(Refer to Exhibit E)

March 16, 2021

TO: Chair and Directors of the Florin Resource Conservation District

FROM: Stefani Phillips, Board Secretary

SUBJECT: **CALIFORNIA SPECIAL DISTRICTS ASSOCIATION BOARD OF DIRECTORS
CALL FOR NOMINATIONS – SIERRA NETWORK SEAT A**

RECOMMENDATION

It is recommended that the Florin Resource Conservation District Board of Directors consider nominating a director or managerial employee from the Florin Resource Conservation District/Elk Grove Water District for Sierra Network Seat A for the 2021 election of the California Special Districts Association Board of Directors.

Summary

The California Special Districts Association (CSDA) is calling for nominations for Board of Directors to be placed on the ballot for Sierra Network, Seat A. The term of office will begin on January 1, 2022 through December 31, 2024. The CSDA Board of Directors (CSDA Board) governing body is responsible for all policy decisions related to the CSDA's member services, legislative advocacy, education and resources.

By this action, the Florin Resource Conservation District (FRCD) Board of Directors (Board) may nominate a director or managerial employee from the FRCD/Elk Grove Water District (EGWD), for the election of CSDA Board, Sierra Network Seat A.

DISCUSSION

Background

The CSDA Board is elected from six (6) geographical networks. The FRCD/EGWD, which is in Region 2, is called the Sierra Network. Each of the CSDA's six (6) geographical networks has three (3) seats on the CSDA Board with staggered three (3) year terms. The candidates must be affiliated with an independent special district that is a CSDA regular member and located within the region that they wish to represent.

The board members are expected to make the following commitments:

- Attend all board meetings, usually four (4) to five (5) times annually, in the CSDA office in Sacramento.

CALIFORNIA SPECIAL DISTRICTS ASSOCIATION BOARD OF DIRECTORS CALL FOR NOMINATIONS – SIERRA NETWORK SEAT A

Page 2

- Participate on at least one (1) committee, which meets three (3) to five (5) times a year at the office in Sacramento.
- Attend CSDA's two (2) annual events: Special Districts Legislative Days and the CSDA Annual Conference.
- Complete all four (4) modules of the CSDA's Special District Leadership Academy within two (2) years.

CSDA does not reimburse for expenses for the two (2) conferences or the Academy classes even if a board or committee meeting is held in conjunction with the events.

Present Situation

CSDA is calling for nominations for Board of Directors to be placed on the ballot for Sierra Network, Seat A. The term for Seat A is January 1, 2022 through December 31, 2024.

The nomination procedures prescribe that any regular independent special district is eligible to nominate one (1) person, a director or managerial employee for appointment to the CSDA Board. The nomination may be presented in the form of a resolution or by minute action along with the 2022 Board of Director Nomination Form (attached). The deadline to receive nominations is Monday, March 29, 2021.

Ballots will be mailed out to all of the voting members on May 28, 2021 and are due back on July 16, 2021. The CSDA will then count the ballots and announce the selected CSDA Board members at the Annual Conference in Monterey in August 2021.

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

This item conforms to the FRCD/EGWD's 2020-2025 Strategic Plan. Committee Appointments and Outside Agency Representation aligns with Strategic Goal 7 – Water Industry Leader; "Demonstrate water industry leadership through partnerships and active participation in regional and statewide water efforts".

March 16, 2021

**CALIFORNIA SPECIAL DISTRICTS ASSOCIATION BOARD OF DIRECTORS CALL FOR
NOMINATIONS – SIERRA NETWORK SEAT A**

Page 3

FINANCIAL SUMMARY

There is no immediate financial impact on the Elk Grove Water District Fiscal Year (FY) 2021-2022 Budget.

To meet the required commitments of an elected CSDA Board of Director, future budgets would need to accommodate the attendance of a CSDA Annual Conference each year and a minimum of two (2) modules of the CSDA's Special District Leadership Academy in the first two years to complete the requirement of four (4) modules.

Respectfully submitted,



STEFANI PHILLIPS
BOARD SECRETARY

Attachment



**California Special
Districts Association**
Districts Stronger Together

2021 BOARD OF DIRECTORS NOMINATION FORM

Name of Candidate: _____

District: _____

Mailing Address: _____

Network: _____ (see map)

Telephone: _____

(PLEASE BE SURE THE PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE)

Fax: _____

E-mail: _____

Nominated by (optional): _____

Return this form and a Board resolution/minute action supporting the candidate and Candidate Information Sheet by mail or email to:

CSDA
Attn: Amber Phelen
1112 I Street, Suite 200
Sacramento, CA 95814
(877) 924-2732

amberp@csda.net

DEADLINE FOR RECEIVING NOMINATIONS – March 29, 2021

March 16, 2021

TO: Chair and Directors of the Florin Resource Conservation District
FROM: Mark J. Madison, General Manager
SUBJECT: **OUTSIDE AGENCY MEETINGS REPORT**

RECOMMENDATION

This item is presented for information only. No action by the Florin Resource Conservation District Board of Directors is proposed at this time.

SUMMARY

The Outside Agency Meetings Report is a standing item on the regular Board meeting agenda. Staff and Florin Resource Conservation District (FRCD) Board of Directors (Board) attended numerous outside agency meetings since the last regular Board meeting. This report is intended to inform the Board of any substantive content included in those meetings that potentially affects the Elk Grove Water District (EGWD).

DISCUSSION

Background

Each month, staff reports on the outside agency meetings that occurred since the previous Board meeting. This report has been designed to list the notable meetings attended, by either staff or Board members. The report will be given orally by staff or Board members in attendance.

Present Situation

The notable outside agency meetings attended since January 2021 were as follows:

- 2/17 Regional Water Authority (RWA) Advocacy Meeting (Franklin)
- 2/18 City of Elk Grove Urban Water Management Plan Meeting (Kamilos, Franklin)
- 2/19 Sacramento Central Groundwater Authority (SCGA) South American Subbasin Working Group Meeting (Nelson, Madison, Kamilos)
- 3/3 Local Agency Formation Commission Meeting (Madison)
- 3/4 Association of California Water Agencies Groundwater Committee Meeting (Nelson, Madison)

OUTSIDE AGENCY MEETINGS REPORT

Page 2

- 3/5 California Special Districts Association Legislative Committee Meeting (Mulberg)
- 3/10 SCGA Regular Board Meeting (Nelson, Madison, Kamilos)
- 3/10 Senate Governance and Finance Committee (Madison, Kamilos, Franklin, Nosky)
- 3/11 RWA Regular Board Meeting (Scherman, Madison, Kamilos)

Staff will orally present the major content items addressed in these meetings during the regular Board meeting.

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

This item conforms to the FRCD/EGWD 2020-2025 Strategic Plan. Participating and actively engaging in outside agency meetings conforms with Strategic Goal No. 7, Water Industry Leadership.

FINANCIAL SUMMARY

There is no financial impact associated with this report.

Respectfully submitted,



MARK J. MADISON
GENERAL MANAGER

March 16, 2021

TO: Chair and Directors of the Florin Resource Conservation District
FROM: Travis Franklin, Program Manager
SUBJECT: **LEGISLATIVE MATTERS AND POTENTIAL DIRECTION TO STAFF**

RECOMMENDATION

This item is presented as information although the Florin Resource Conservation District Board of Directors may provide an action to authorize staff to respond to a legislative item.

SUMMARY

There are several bills that have been introduced in the 2021 legislative session that could potentially impact the Florin Resource Conservation District/Elk Grove Water District (District) if passed. These bills are highlighted below. Staff is continuing to work with Senator Eggman's office to keep the water theft legislation moving forward. Relative to the Board Member Compensation legislation, Chair Scherman, Director Mulberg and staff met with Assemblyman Cooley's office about potentially authoring the bill.

DISCUSSION

Background

The Florin Resource Conservation District (FRCD) Board of Directors (Board) is periodically updated on legislative and regulatory issues.

Present Situation

Chair Scherman, Director Mulberg and staff met with a representative from Assemblyman Cooley's office to discuss the possibility of authoring the proposed board compensation legislation. Although the deadline to introduce new pieces of legislation had already passed, Assemblyman Colley's legislative team was going to look at the language.

Staff has continued to work with Senator Eggman's office to work on strengthening the case for SB 427. As the bill goes through the legislative process it is reviewed by the governance and finance committee and public safety committee. Preliminary review has brought up question for clarification about the fine structure and what is the process for issuing the fines. Additionally, staff is working on an amendment to make sure all water agencies can use this legislation. The bill that was introduced was a previous version which excludes agencies that do not have the authority to adopt an ordinance.

LEGISLATIVE MATTERS AND POTENTIAL DIRECTION TO STAFF

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The following bills have been introduced in the 2021 legislative session that could potentially impact the District if passed in their current form.

AB 59 (Gabriel) Mitigation Fee Act: fees: notice and timelines

This bill would increase the time for mailing the notice of the time and place of the meeting to at least 45 days before the meeting for fee and service changes like water connection or capacity charges. The bill would also remove the statute of limitation for challenges to these fee and service changes. California Special Districts Association (CSDA) has taken an oppose position stating “This bill would leave public water and sewer agencies vulnerable to litigation in perpetuity would undermine the ability of these agencies to properly plan for and finance essential services needed to accommodate new development. “

AB 95 (Low) Employees: bereavement leave.

Would enact the Bereavement Leave Act of 2021. The bill would require an employer with 25 or more employees to grant an employee up to 10 business days of unpaid bereavement leave upon the death of a spouse, child, parent, sibling, grandparent, grandchild, or domestic partner, in accordance with certain procedures, and subject to certain exclusions. The bill would require an employer with fewer than 25 employees to grant up to 3 business days of leave, in accordance with these provisions. The bill would prohibit an employer from interfering with or restraining the exercise or attempt to exercise the employee’s right to take this leave. CSDA has taken an Oppose position.

AB 100 (Holden) Drinking water: pipes and fittings: lead content.

The California Safe Drinking Water Act prohibits, with certain exceptions, the use of any pipe, pipe or plumbing fitting or fixture, solder, or flux that is not lead free in the installation or repair of any public water system or any plumbing in a facility providing water for human consumption. The act defines “lead free” for purposes of conveying or dispensing water for human consumption to mean not more than 0.2% lead when used with respect to solder and flux and not more than a weighted average of 0.25% lead when used with respect to the wetted surfaces of pipes and pipe fittings, plumbing fittings, and fixtures. This bill would additionally define “lead free,” with respect to endpoint devices, as defined, to mean that the devices do not leach more than one microgram of lead under certain tests and meeting a specified certification.

LEGISLATIVE MATTERS AND POTENTIAL DIRECTION TO STAFF

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AB 252 (Rivas) Department of Conservation: Multibenefit Land Repurposing Incentive Program: administration.

Would require the Department of Conservation to establish and administer a program named the Multibenefit Land Repurposing Incentive Program for purposes of providing grants to groundwater sustainability agencies or counties, or other specified entities designated by groundwater sustainability agencies or counties, for the development or implementation of local programs supporting or facilitating multibenefit land repurposing at the basin scale. The bill would establish procedures for the department's administration of the program and would require the department to develop guidelines to implement the program and to exercise its expertise and discretion in awarding program funds to eligible applicants. CSDA has taken a Watch position.

AB 339 (Lee) State and local government: open meetings

This bill would require all meetings, including gatherings using teleconference technology, to include an opportunity for all persons to attend via a call-in option or an internet-based service option that provides closed captioning services and requires both a call-in and an internet-based service option to be provided to the public. CSDA has taken an Oppose position.

AB 361 (Rivas) Open meetings: local agencies: teleconferences.

Would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting for the purpose of declaring or ratifying a local emergency, during a declared state or local emergency, as those terms are defined, when state or local health officials have imposed or recommended measures to promote social distancing, and during a declared local emergency provided the legislative body makes certain determinations by majority vote. CSDA is a sponsor of this bill.

AB 377 (Rivas) Water quality: impaired waters.

Would require all California surface waters to be fishable, swimmable, and drinkable by January 1, 2050, as prescribed. The bill would prohibit the state board and regional boards from authorizing an NPDES discharge, waste discharge requirement, or waiver of a waste discharge requirement that causes or contributes to an exceedance of a water quality standard, or from authorizing a best management practice permit term to authorize a discharge that causes or contributes to an exceedance of a water quality standard in receiving waters. The bill would prohibit, on or after January 1, 2030, a regional water quality control plan from including a schedule for implementation for achieving a water quality standard that was adopted as of January 1, 2021, and would prohibit a regional

LEGISLATIVE MATTERS AND POTENTIAL DIRECTION TO STAFF

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water quality control plan from including a schedule for implementation of a water quality standard that is adopted after January 1, 2021, unless specified conditions are met. CSDA has taken an Oppose position.

AB 1434 (Friedman) Urban water use objectives: indoor residential water use

This bill would establish, beginning January 1, 2023, until January 1, 2025, the standard for indoor residential water use as 48 gallons per capita daily. The bill would establish, beginning January 1, 2025, the standard as 44 gallons per capita daily and, beginning January 1, 2030, 40 gallons per capita daily. The bill would eliminate the requirement that the department, in coordination with the state board, conduct necessary studies and investigations and jointly recommend to the Legislature a standard for indoor residential water use.

AB 1500 (Multiple) Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, and Workforce Development Bond Act of 2022.

This bill would enact the Safe Drinking Water, Wildfire Prevention, Drought Preparation, Flood Protection, Extreme Heat Mitigation, and Workforce Development Bond Act of 2022, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$6,700,000,000 pursuant to the State General Obligation Bond Law to finance projects for safe drinking water, wildfire prevention, drought preparation, flood protection, extreme heat mitigation, and workforce development programs. CSDA has taken a Support if amended position.

SB 45 (Portantino) Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2022.

Would enact the Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2022, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$5,510,000,000 pursuant to the State General Obligation Bond Law to finance projects for a wildfire prevention, safe drinking water, drought preparation, and flood protection program. CSDA has taken a Support if amended position.

SB 222 (Dodd) Water Affordability Assistance Program.

Would establish the Water Affordability Assistance Fund in the State Treasury to help provide water affordability assistance, for both drinking water and wastewater services, to low-income ratepayers and ratepayers experiencing economic hardship in California. The bill would make moneys in the fund available upon appropriation by the Legislature

LEGISLATIVE MATTERS AND POTENTIAL DIRECTION TO STAFF

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to the state board to provide, as part of the Water Affordability Assistance Program established by the bill, direct water bill assistance, water bill credits, water crisis assistance, affordability assistance, and short-term assistance to public water systems to administer program components. CSDA has taken an Oppose unless amended position.

SB 223 (Dodd) Discontinuation of residential water service.

Current law prohibits an urban and community water system, defined as a public water system that supplies water to more than 200 service connections, from discontinuing residential water service for nonpayment until a payment by a customer has been delinquent for at least 60 days. Current law requires an urban and community water system to have a written policy on discontinuation of residential service for nonpayment, including, among other things, specified options for addressing the nonpayment. Current law requires an urban and community water system to provide notice of that policy to customers, as provided. This bill would apply those provisions, on and after July 1, 2022, to a very small community water system, defined as a public water system that supplies water to 200 or fewer service connections used by year-long residents. CSDA has taken an Oppose unless amended position.

SB 230 (Portantino D) State Water Resources Control Board: Constituents of Emerging Concern Program.

Would require the State Water Resources Control Board to establish, maintain, and direct an ongoing, dedicated program called the Constituents of Emerging Concern Program to assess the state of information and recommend areas for further study on, among other things, the occurrence of constituents of emerging concern (CEC) in drinking water sources and treated drinking water. The bill would require the state board to convene, by an unspecified date, the Science Advisory Panel to review and provide recommendations to the state board on CEC for further action, among other duties. The bill would require the state board to provide an annual report to the Legislature on the ongoing work conducted by the panel. CSDA has taken a Support position.

SB 274 (Wieckowski) Local government meetings: agenda and documents.

This bill will require public agencies to email meeting agendas and the supporting agenda packets, or a link to where they can be found on an agency's website, to members of the public that have requested them. Just like when the public requests meeting materials be mailed to them, this standing request is valid for one year. In the event that it is not technically feasible to email the meeting materials or a link to where it can be found on a website, an agency can physically mail the materials and charge the requested for the costs of the mailing. CSDA has taken a Watch position.

LEGISLATIVE MATTERS AND POTENTIAL DIRECTION TO STAFF

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SB 323 (Caballero D) Local government: water or sewer service: legal actions.

This proposal would authorize a local agency or interested person to bring a validation action in a superior court to determine the validity of a fee or charge for water and sewer service. The proposal would require an interested party bring an action within 120 days after the local agency adopts the fee or charge. This bill is sponsored by the Association of California Water Agencies (ACWA) and the are urging member agencies to sign on to their coalition letter. See attachment. CSDA has taken a Support position.

SB 351 (Caballero) Water Innovation Act of 2021

This bill, the Water Innovation Act of 2021, would create the Office of Water Innovation at the California Water Commission for the furtherance of new technologies and other innovative approaches in the water sector. The bill would require the office, by December 31, 2023, to take specified measures to advance innovation in the water sector. The bill would make findings and declarations regarding the need for water innovation. CSDA has taken a Support position.

SB 443 (Newman) Election: redistricting

This bill would make the criteria for the district boundaries of a county board of education, school district, community college district, special district, city, or county consistent with the criteria for Senate, Assembly, Congress, and State Board of Equalization districts established under the Constitution. CSDA has taken a Watch position.

H.R.535 (Garamendi) and S.91 (Kyrsten)

H.R. 535 and S. 91, the Special Districts Provide Essential Services Act, were introduced on January 28 to provide special districts with direct access to future local government pandemic relief. The Special Districts Provide Essential Services Act would establish a federal definition for "special district." It would require states to direct at least 5 percent of future Coronavirus Relief Fund (CRF) allocations to their special districts. States would have the discretion to establish their own programs to disburse the funds to special districts demonstrating pandemic-related need for relief. States would have flexibility to use excess funds, should the U.S. Treasury permit, after 60 days should special districts' declared needs be met. The bills would also codify districts' access to the Federal Reserve's Municipal Liquidity Facility. CSDA is in support of this bill and is asking members to send a letter of support to their members of Congress as well as U.S. Senators Dianne Feinstein and Alex Padilla to share why the legislation is important for special districts and their constituents.

March 16, 2021

LEGISLATIVE MATTERS AND POTENTIAL DIRECTION TO STAFF

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Staff will continue to monitor these bills along with any other bills which may affect District operations.

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

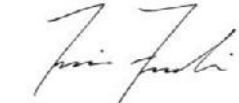
STRATEGIC PLAN CONFORMITY

Tracking active legislation complies with the District's Water Industry Leadership goals of the 2020-2025 Strategic Plan.

FINANCIAL SUMMARY

There is no direct financial impact associated with this report.

Respectfully submitted,



TRAVIS FRANKLIN
PROGRAM MANAGER

March 16, 2021

TO: Chair and Directors of the Florin Resource Conservation District
FROM: Mark J. Madison, General Manager
SUBJECT: **ELK GROVE WATER DISTRICT OPERATIONS REPORT – FEBRUARY 2021**

RECOMMENDATION

This item is presented for information only. No action by the Florin Resource Conservation District Board of Directors 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 February. Other notable events are described below.

DISCUSSION

Background

Every month, staff presents an update of the activities related to the operations of the EGWD. Included for the Florin Resource Conservation District Board of Director's review is the EGWD's February 2021 Operations Report.

Present Situation

The EGWD February 2021 Operations Report highlights are as follows:

- **Operations Activities Summary** – No door hangers were placed for past due balances. The district is currently suspending all shut offs due to the present COVID-19 pandemic. We received no water pressure complaints and two (2) water quality complaints. Upon inspection, all water complaints were unsubstantiated.
- **Production** – The Combined Total Service Area 1 production graph on page 13 shows that production during the month of February decreased 12.32 percent compared to February 2019 and is 29.84 percent less than what was produced in 2013. Year 2013 is the baseline year the State Water Resources Control Board adopted for water usage. The Total Demand/Production for both service areas on

ELK GROVE WATER DISTRICT OPERATIONS REPORT – FEBRUARY 2021

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page 14 shows that customer use during the month of February, compared to February 2013, was down by 18.11 percent.

- **Static and Pumping Level Graphs** – The first quarter soundings are shown and generally indicate that the static water levels in deeper zones have risen slightly compared to the first quarter of 2018. The shallow zones are nearly the same.
- **Treatment (Compliance Reporting)** – All samples taken during the month comply with all regulatory permit requirements. No exceedances of any maximum contaminant levels were found, and all water supplied to EGWD’s customers met or exceeded safe drinking water standards.
- **Corrective 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 February:
 - Staff began retrofitting well #9 Polhemus to accept a new magnetic flowmeter. The existing propeller type meter has become undependable.
 - Staff assisted with the removal of the parts inventory located inside the warehouse at the district administration office. Most parts are now being stored at the Hampton Village WTP and Railroad WTP facilities.
- **Cross Connection Control Program 2021** – EGWD issued 40 testing notices for the month. Pursuant to the notices, 14 devices passed. Of the 26 remaining, 11 of the devices passed the second test and 15 were not tested by the due date. The total number of delinquents is 17, which include those 15 that received secondary notices but were not tested by the due date and two (2) devices that remain delinquent from January and received a third notice.
- **Safety Meetings/Training** – One (1) safety training session was conducted for the month which is compliant with OSHA standards.
- **Service and Main Leaks Map** – There was three (3) service line leaks and one (1) main line leak during February.
- **System Pressures** – Pressures in Service Area 1 generally remained stable during the month of February. Pressures in Service Area 2, which are controlled by Sacramento County Water Agency, were also stable as compared to the previous month.

March 16, 2021

ELK GROVE WATER DISTRICT OPERATIONS REPORT – FEBRUARY 2021

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ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

This item conforms to the FRCD/EGWD 2020-2025 Strategic Plan. The EGWD Operations Report provides an ongoing review of EGWD's operations, and therefore, conforms with Strategic Goal No. 1, Governance and Customer Engagement.

FINANCIAL SUMMARY

There is no financial impact associated with this report.

Respectfully submitted,



MARK J. MADISON
GENERAL MANAGER

MJM/ac

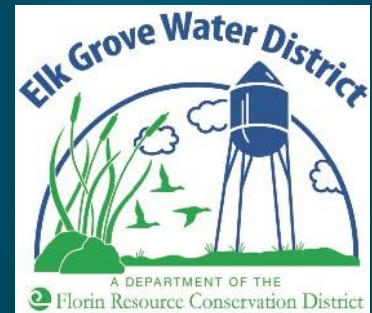
EGWD

OPERATIONS REPORT

February 2021



Elk
Grove
Water
District



Elk Grove Water District
Operations Report
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Operations Activities Summary

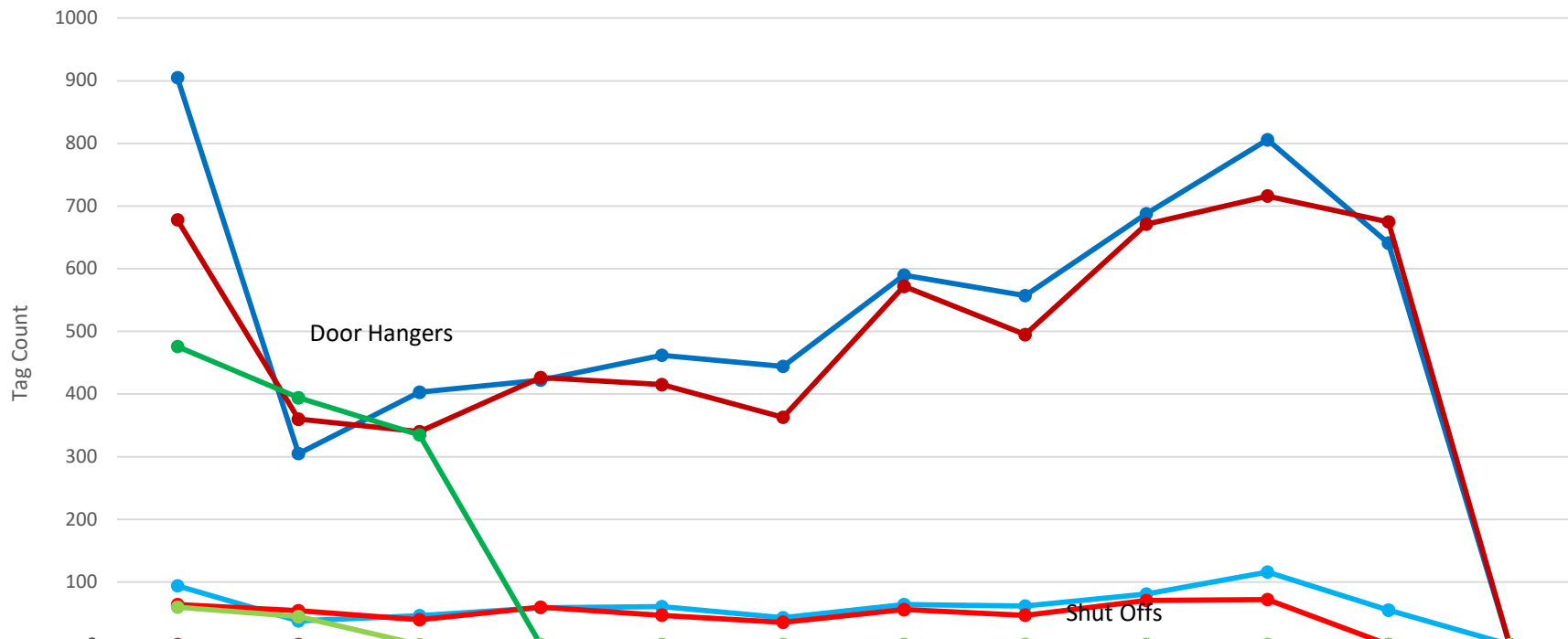
<u>Service Requests:</u>	February -21		YTD (Since Jan. 1, 2021)	
<u>Department</u>	<u>Service Request</u>	<u>Hours</u>	<u>Service Request</u>	<u>Hours</u>
Distribution				
Door Hangers	0	0	0	0
Shut offs	0	0	0	0
Turn ons	1	0.25	1	0.25
Investigations	23	5.75	40	10
USA Locates	328	82	616	154
Customer Complaints				
-Pressure	0	0	1	0.5
-Water Quality	2	1	4	2
-Other	0	0	0	0

<u>Work Orders:</u>	February -21		YTD (Since Jan. 1, 2021)	
<u>Department</u>	<u>Work Orders</u>	<u>Hours</u>	<u>Work Orders</u>	<u>Hours</u>
Treatment:				
Preventative Maint.	20	35.5	38	80
Corrective Maint.	2	30	7	56.5
Water Samples	14	39	31	78
Distribution:				
Meters Installed	3	1.5	3	1.5
Meter Change Out	14	14.5	23	19
Preventative Maint.				
-Hydrant Maintenance (140)	333	55	333	55
-Valve Exercising (127)	116	20.75	116	20.75
-Other	0	0	0	0
Corrective Maint.				
-Leaks	4	61.5	5	80.5
-Other	2	0.5	2	0.5
Valve Locates	0	0	0	0
Utility:				
Corrective Maint.	0	0	0	0



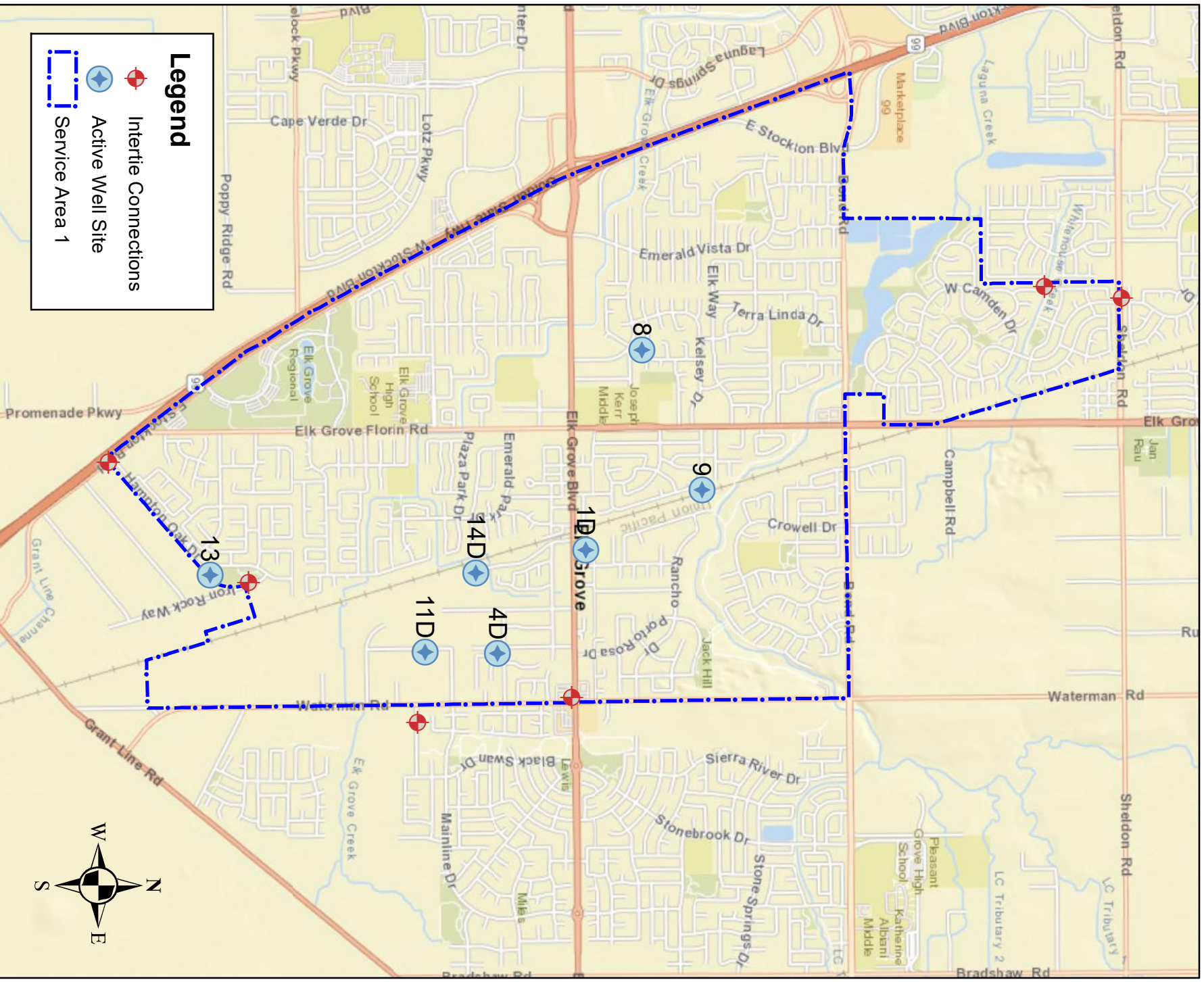
Elk Grove Water District

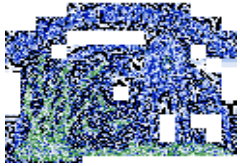
Door Hangers and Shut Off Tags



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018 Door Hangers	905	305	403	422	462	444	590	557	688	806	641	0
2018 Shut Offs	94	38	46	59	61	43	64	62	81	116	55	0
2019 Door Hangers	678	360	340	426	415	363	572	495	671	716	675	0
2019 Shut Offs	64	54	40	60	47	36	56	47	71	72	0	0
2020 Door Hangers	476	394	335	0	0	0	0	0	0	0	0	0
2020 Shut Offs	60	45	0	0	0	0	0	0	0	0	0	0
2021 Door Hangers	0	0										
2021 Shut Offs	0	0										

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Elk Grove Water District

Monthly Production

Well 1D School -- Feb. 2021

Selected Month Production

24,933 Gallons

Average GPM:

1,917

Motor:

Volts: 476

Volts (Rated): 460

RPM: 1791

RPM (Rated): 2115

Amps A: 179

Amps A (Rated): 222

Amps B: 178

Amps B (Rated): 222

Amps C: 175

Amps C (Rated): 222

Motor Temp: 74.6 F

Hour Meter: 0.20

KW Hour Total: 240

Chlorine:

Dosing: 1.48 mg/L

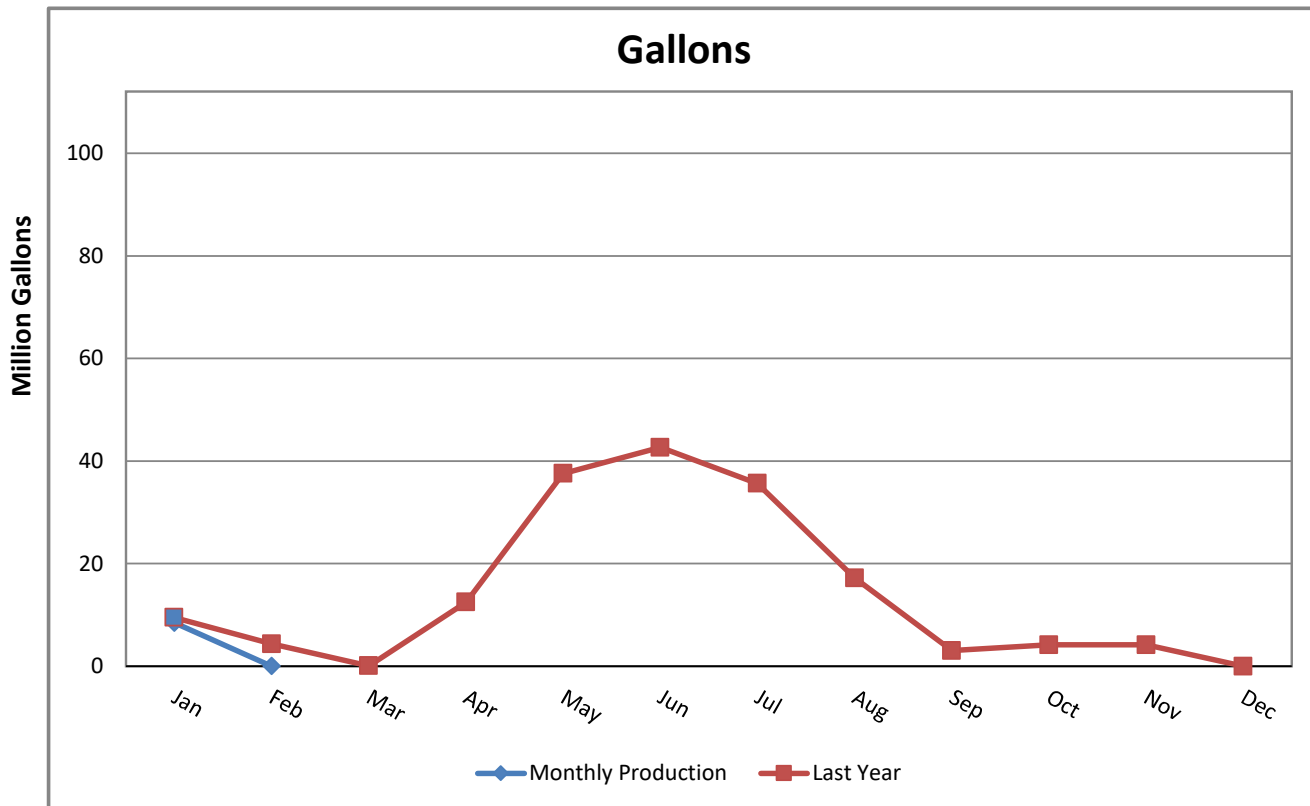
Demand: 0.39 mg/L

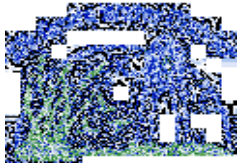
Residual: 1.09 mg/L

Vibration Reading:

Base Line: 0.05 in/sec

Current: 0.03 in/sec





Elk Grove Water District

Monthly Production

Well 4D Webb -- Feb. 2021

Selected Month Production

12,815,968 Gallons

Average GPM:

1,704

Motor:

Volts: 481

Volts (Rated): 460

RPM: 1606

RPM (Rated): 1775

Amps A: 185

Amps A (Rated): 225

Amps B: 184

Amps B (Rated): 225

Amps C: 184

Amps C (Rated): 225

Motor Temp: 114.8 F

Hour Meter: 125.30

KW Hour Total: 18,360

Chlorine:

Dosing: 1.67 mg/L

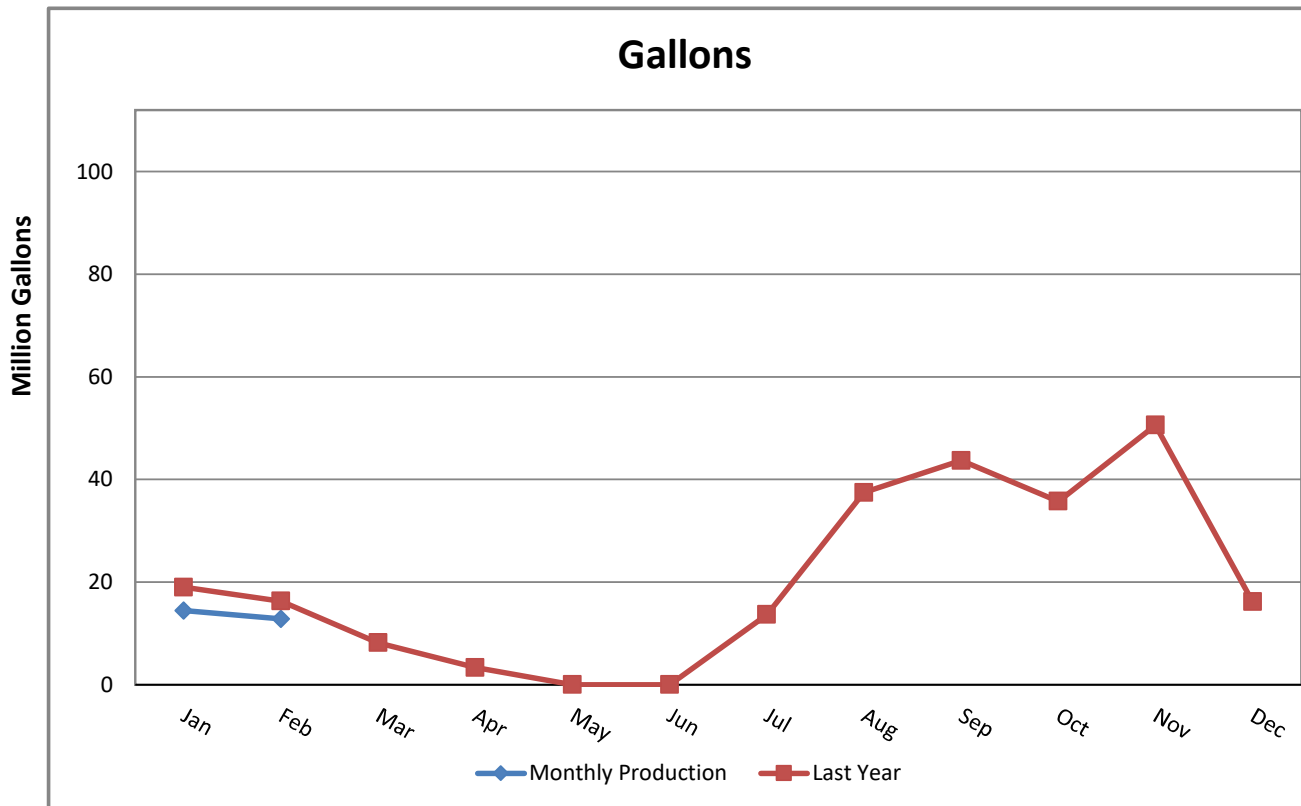
Demand: 0.58 mg/L

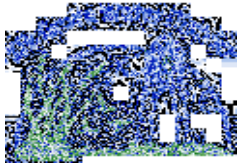
Residual: 1.09 mg/L

Vibration Reading:

Base Line: 0.05 in/sec

Current: 0.01 in/sec





Elk Grove Water District

Monthly Production

Well 11D Dino -- Feb. 2021

Selected Month Production

40,733,719 Gallons

Average GPM:

1,701

Motor:

Volts: 482

Volts (Rated): 460

RPM: 1605

RPM (Rated): 1775

Amps A: 188

Amps A (Rated): 225

Amps B: 187

Amps B (Rated): 225

Amps C: 186

Amps C (Rated): 225

Motor Temp: 101.8 F

Hour Meter: 398.90

KW Hour Total: 51,360

Chlorine:

Dosing: 1.91 mg/L

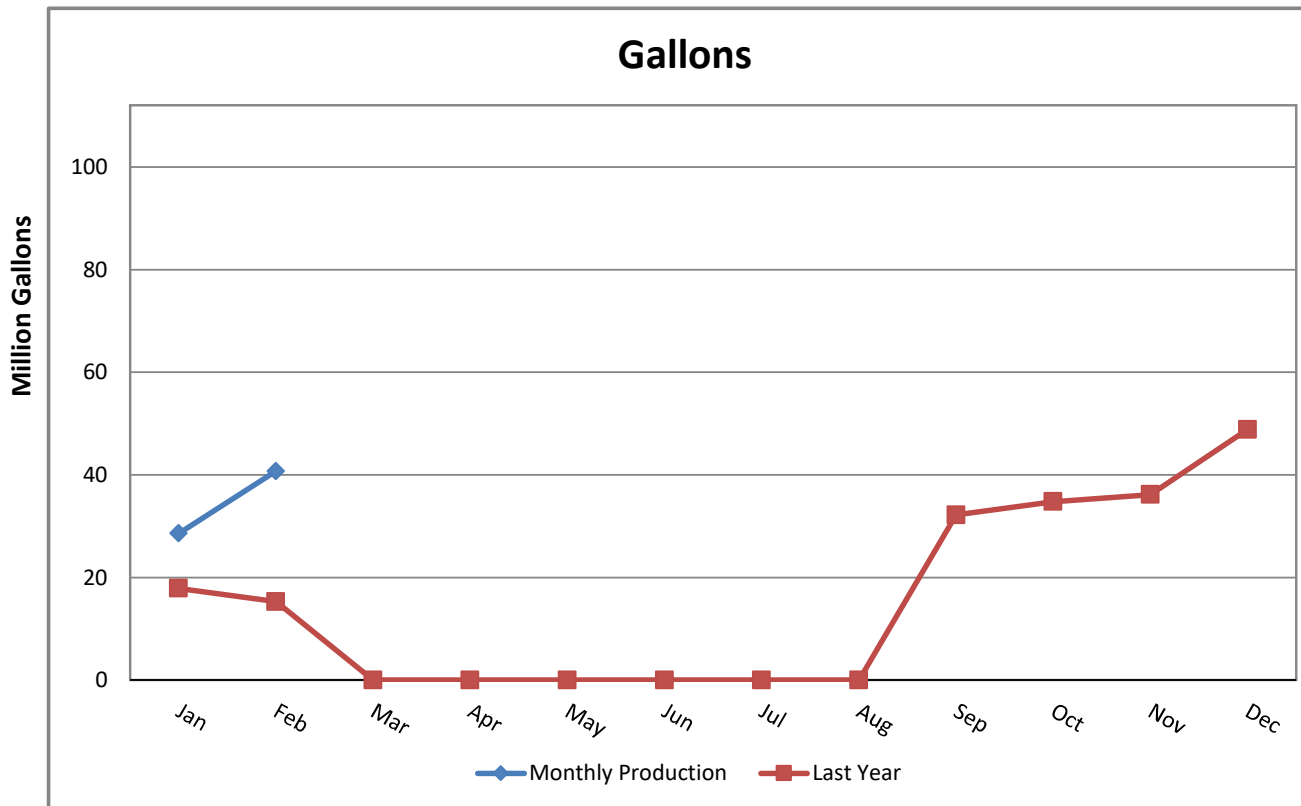
Demand: 0.89 mg/L

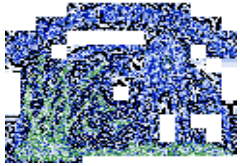
Residual: 1.02 mg/L

Vibration Reading:

Base Line: 0.05 in/sec

Current: 0.01 in/sec





Elk Grove Water District

Monthly Production

Well 14D Railroad -- Feb. 2021

Selected Month Production

864,737 Gallons

Average GPM:

1,211

Motor:

Volts: 486
 Volts (Rated): 460
 RPM: 1788
 RPM (Rated): 1785
 Amps A: 157
 Amps A (Rated): 171
 Amps B: 156
 Amps B (Rated): 171
 Amps C: 157
 Amps C (Rated): 171

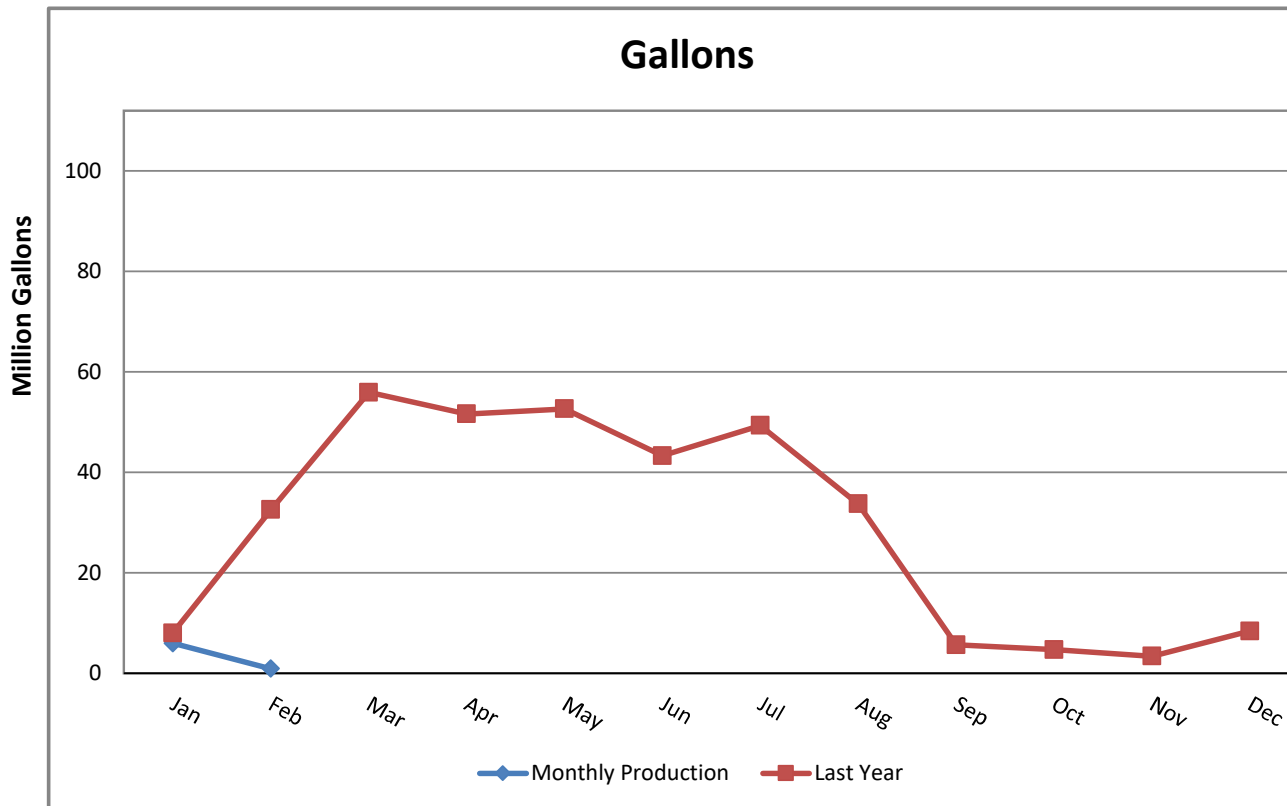
Motor Temp.: 89.2 F
 Hour Meter: 11.90
 KW Hour Total: 50,880
 (KWH total is for the entire facility)

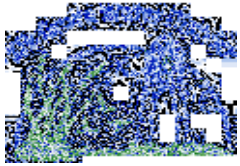
Chlorine:

Dosing: 2.36 mg/L
 Demand: 1.29 mg/L
 Residual: 1.07 mg/L

Vibration Reading:

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





Elk Grove Water District

Monthly Production

Well 8 Williamson -- Feb. 2021
(Submersible)

Selected Month Production

2,368,980 Gallons

Average GPM:

537

Motor:

Volts: 460

Volts (Rated): 460

Amps A: 60

Amps A (Rated): 65

Amps B: 59

Amps B (Rated): 65

Amps C: 59

Amps C (Rated): 65

Hour Meter: 73.40

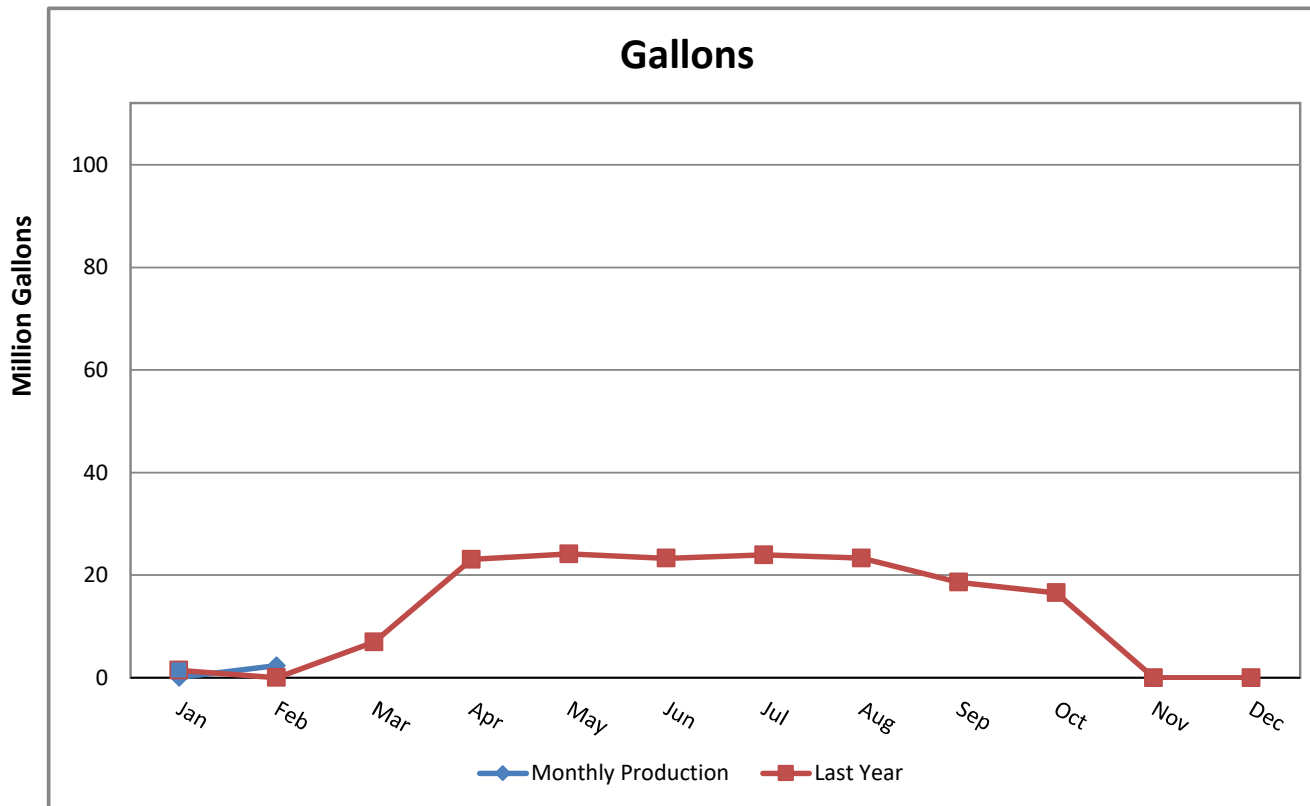
KW Hour Total: 3,026

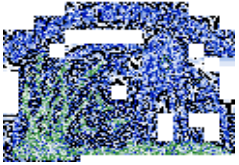
Chlorine:

Dosing: 1.35 mg/L

Demand: 0.24 mg/L

Residual: 1.11 mg/L





Elk Grove Water District

Monthly Production

Well 9 Polhemus -- Feb. 2021
(Submersible)

Selected Month Production
18,000 Gallons

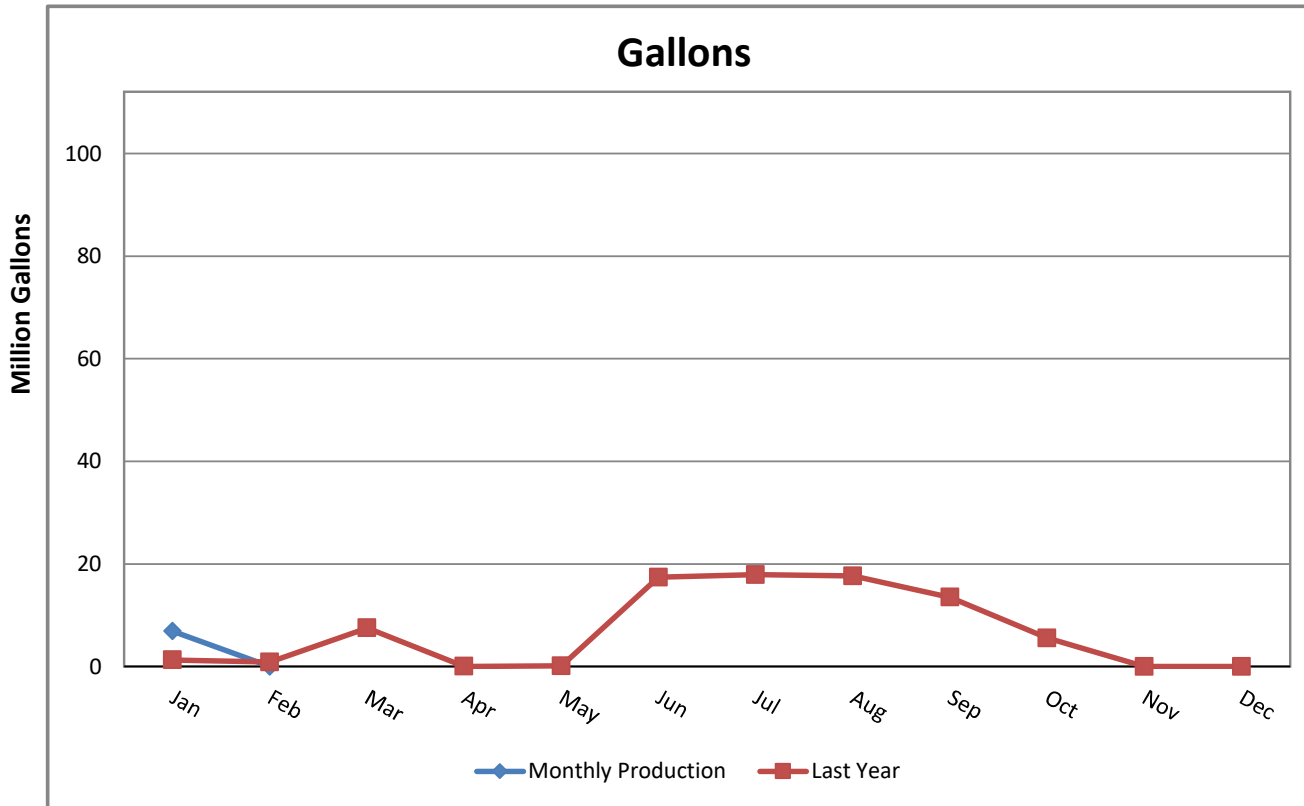
Average GPM:
600

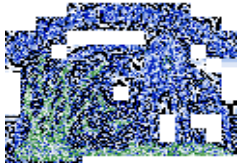
Motor:
Volts: 483
Volts (Rated): 460

Amps A: 58
Amps A (Rated): 65
Amps B: 58
Amps B (Rated): 65
Amps C: 61
Amps C (Rated): 65

Hour Meter: 0.50
KW Hour Total: 168

Chlorine:
Dosing: 0.8 mg/L
Demand: 0.04 mg/L
Residual: 0.76 mg/L





Elk Grove Water District

Monthly Production

Well 13 Hampton -- Feb. 2021

Selected Month Production

262,115 Gallons

Average GPM:

910

Motor:

Volts: 481

Volts (Rated): 460

RPM: 1788

RPM (Rated): 1785

Amps A: 97

Amps A (Rated): 141

Amps B: 98

Amps B (Rated): 141

Amps C: 99

Amps C (Rated): 141

Motor Temp.: 130.1 F

Hour Meter: 4.8

KW Hour Total: 2,700

Chlorine:

Dosing: 1.62 mg/L

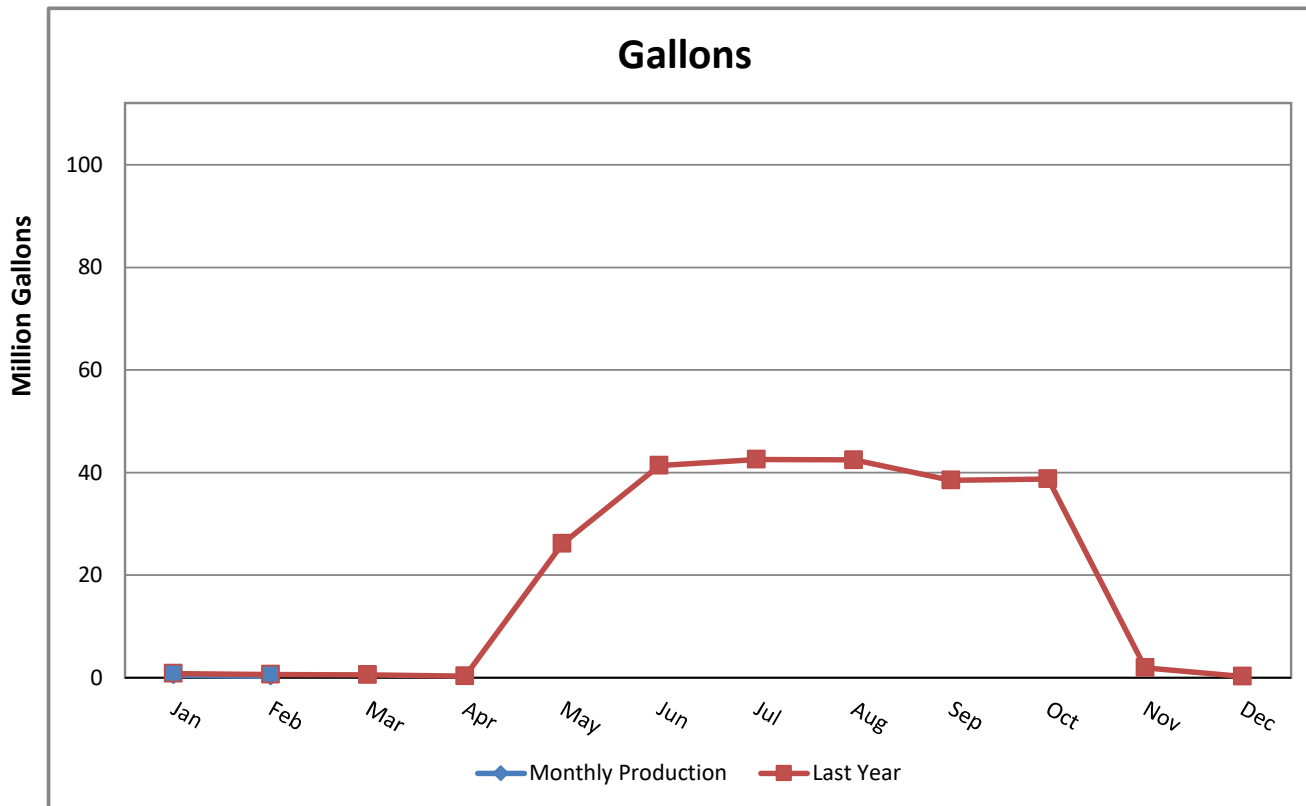
Demand: 0.91 mg/L

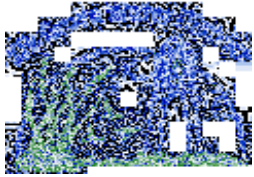
Residual: 0.71 mg/L

Vibration Reading:

Base Line: 0.02 in/sec

Current: 0.01 in/sec





Elk Grove Water District

Combined Total Production

Service Area 1

Feb-2021

* In Aug. 2020, an additional 18 million gallons of water was purchased from Sacramento County Water Agency as a result of the emergency repair of the 36" transmission main.

Current Month Production:

57,088,452 Gallons

Highest Day Demand of the Month:

2,464,000

Date of Occurance

26-Feb-21

Highest Day Demand of the Calendar Year:

2,464,000

Date of Occurance

26-Feb-21

"Water Year" Rainfall: (Oct-20 to Sep-21)

Current Month: 0.90 in

Year To Date: 5.48 in

"Water Year" Rainfall: (Oct-19 to Sep-20)

February 2020: 7.45 in

Year To Date: 6.14 in

Entire Year Total: 13.59 in

Temperature:

This Month High: 76 F

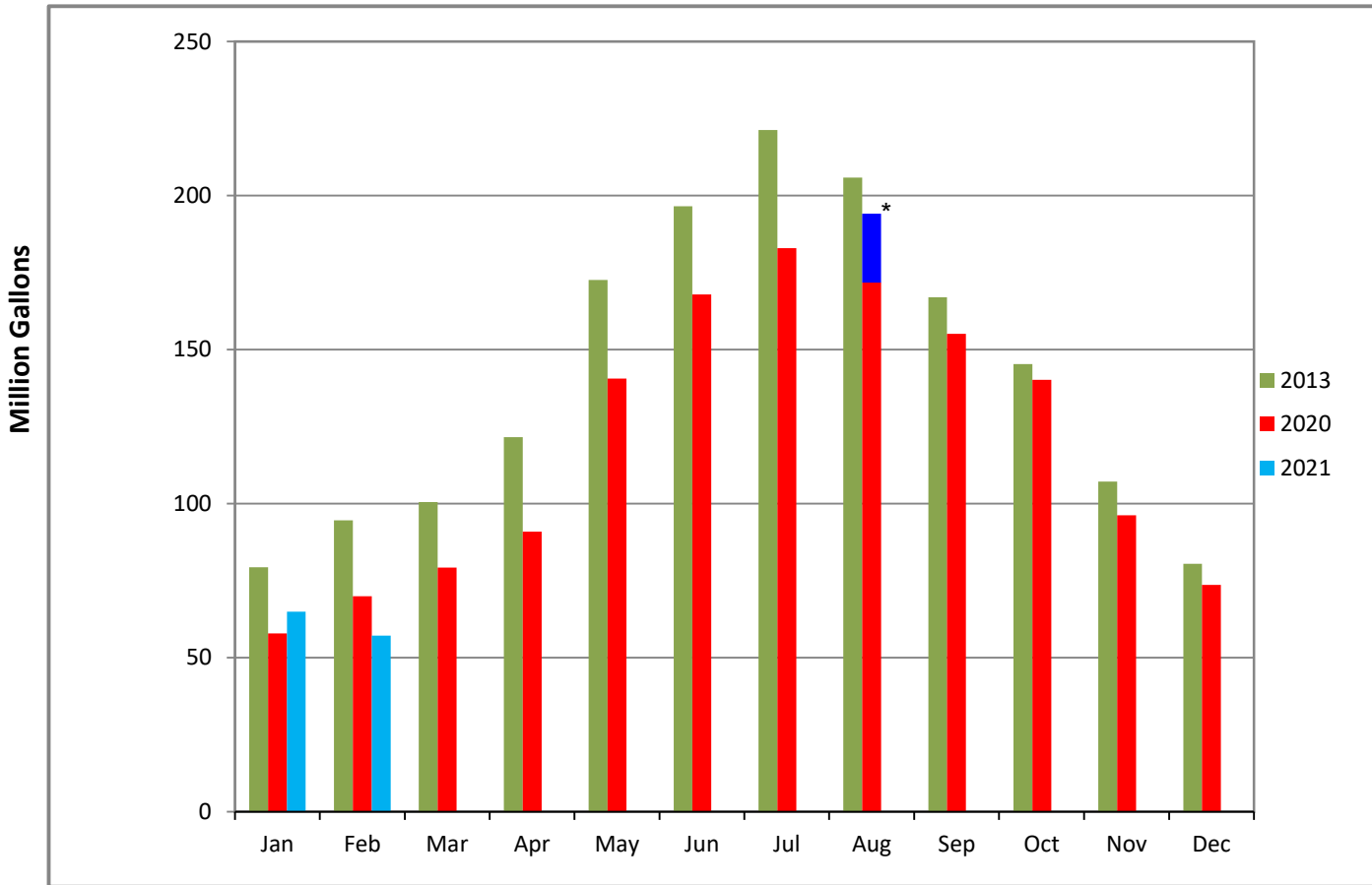
This Month Low: 34 F

This Month Average: 52.25 F

FEB-20 High: 63 F

FEB-20 Low: 31 F

FEB-20 Average: 47.45 F

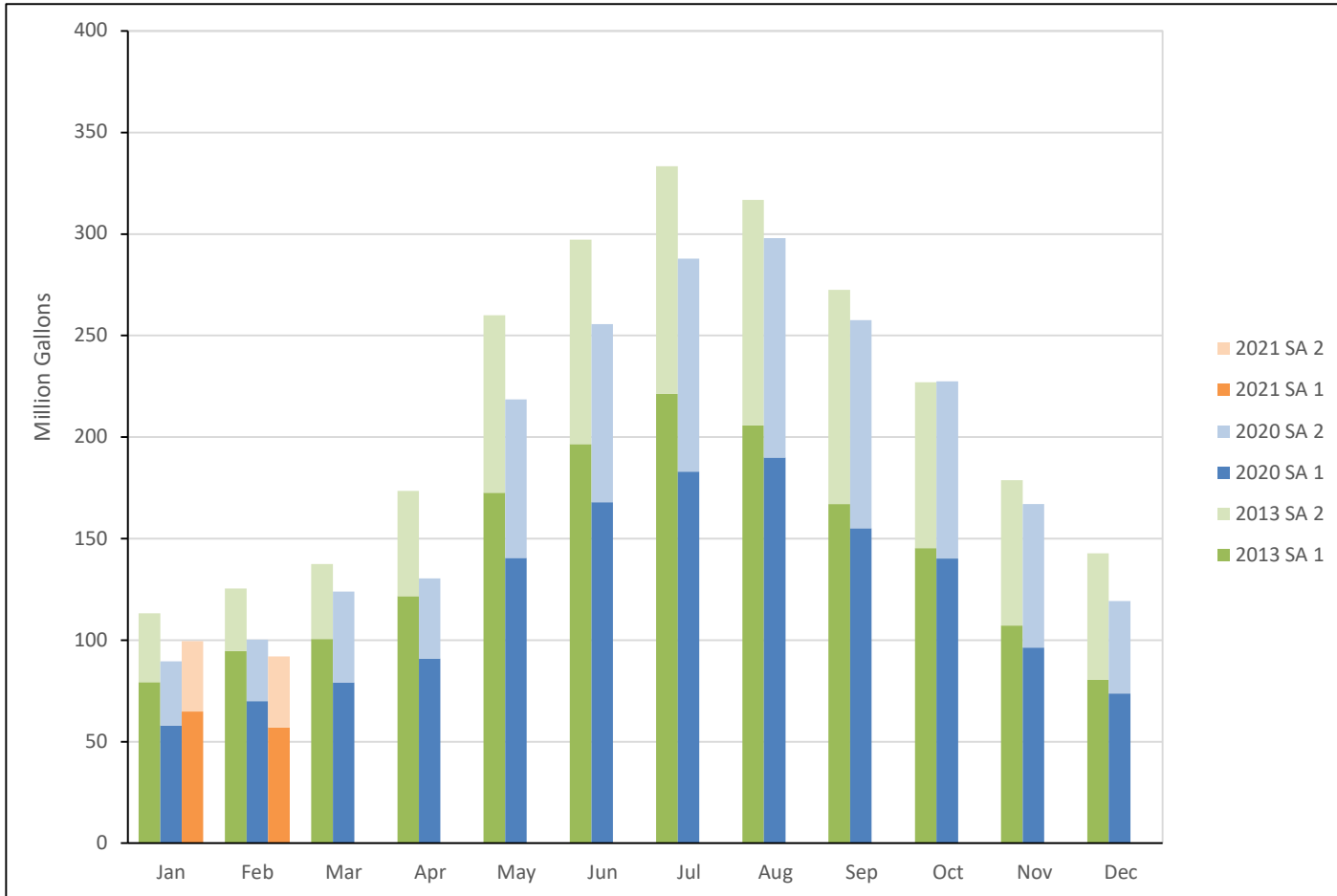




Elk Grove Water District

Total Demand/Production

Feb-2021



Current Month Demand/Production:

91,955,724 Gallons

Reduction From February 2013: 18.11%

GPCD: 70.3 Gallons per Day

R-GPCD: 60.0 Gallons per Day

Service Area 1

Active Connections: 7,936

Current Month Demand/Production:

57,088,452 Gallons

Reduction From February 2013: 29.84%

GPCD: 71.4 Gallons per Day

R-GPCD: 58.1 Gallons per Day

Service Area 2

Active Connections: 4,903

Current Month Demand/Production:

34,867,272 Gallons

Reduction From February 2013: -12.73%

GPCD: 68.5 Gallons per Day

R-GPCD: 63.4 Gallons per Day

Elk Grove Water District Water Usage

----- Monthly Production (gallons) -----												
2013	January	February	March	April	May	June	July	August	September	October	November	December
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

2018	January	February	March	April	May	June	July	August	September	October	November	December
GW (SA1)	61,547,751	61,558,850	62,848,303	76,267,144	125,703,221	158,313,394	181,467,446	173,737,676	150,609,278	133,163,991	97,294,654	63,631,042
Purchased (SA2)	31,925,388	31,512,492	33,779,680	32,989,792	52,692,860	85,679,660	101,031,612	104,457,452	97,400,072	77,996,204	66,116,468	42,849,180
Total	93,473,139	93,071,342	96,627,983	109,256,936	178,396,081	243,993,054	282,499,058	278,195,128	248,009,350	211,160,195	163,411,122	106,480,222

2019	January	February	March	April	May	June	July	August	September	October	November	December
GW (SA1)	58,847,001	50,827,497	59,064,385	81,981,728	114,733,502	153,176,826	175,692,823	179,038,979	151,703,906	134,920,719	105,816,168	62,755,985
Purchased (SA2)	29,895,316	30,359,076	32,485,640	34,994,432	61,802,004	72,657,728	96,524,164	101,818,508	99,590,964	82,897,100	69,704,624	45,161,996
Total	88,742,317	81,186,573	91,550,025	116,976,160	176,535,506	225,834,554	272,216,987	280,857,487	251,294,870	217,817,819	175,520,792	107,917,981

2020	January	February	March	April	May	June	July	August	September	October	November	December
GW (SA1)	57,904,843	69,920,851	79,195,437	90,851,253	140,575,760	167,942,394	182,964,721	189,801,764*	155,126,225	140,229,242	96,201,714	73,624,502
Purchased (SA2)	31,743,624	32,416,076	44,764,808	39,523,572	77,964,788	87,759,848	104,799,288	108,177,256	102,434,860	87,187,628	70,876,740	45,577,136
Total	89,648,467	102,336,927	123,960,245	130,374,825	218,540,548	255,702,242	287,764,009	297,979,020	257,561,085	227,416,870	167,078,454	119,201,638

2021	January	February	March	April	May	June	July	August	September	October	November	December
GW (SA1)	64,881,378	57,088,452										73,624,502
Purchased (SA2)	34,553,112	34,867,272										45,577,136
Total	99,434,490	91,955,724	0	0	0	0	0	0	0	0	0	119,201,638

*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.)

2020 August production number for SA1 includes water delivered through open interties with SA2.

SA1 = Service Area 1, SA2 = Service Area 2. SA1 is all groundwater (GW) production. SA2 is all purchased water from SCWA.

Charlois and Springhurst Intertie 18,000,000 Gallons

Charlois Intertie (Aug 2020) 8,706,529 Gallons (Determined from Bruce Kamilos calculations)

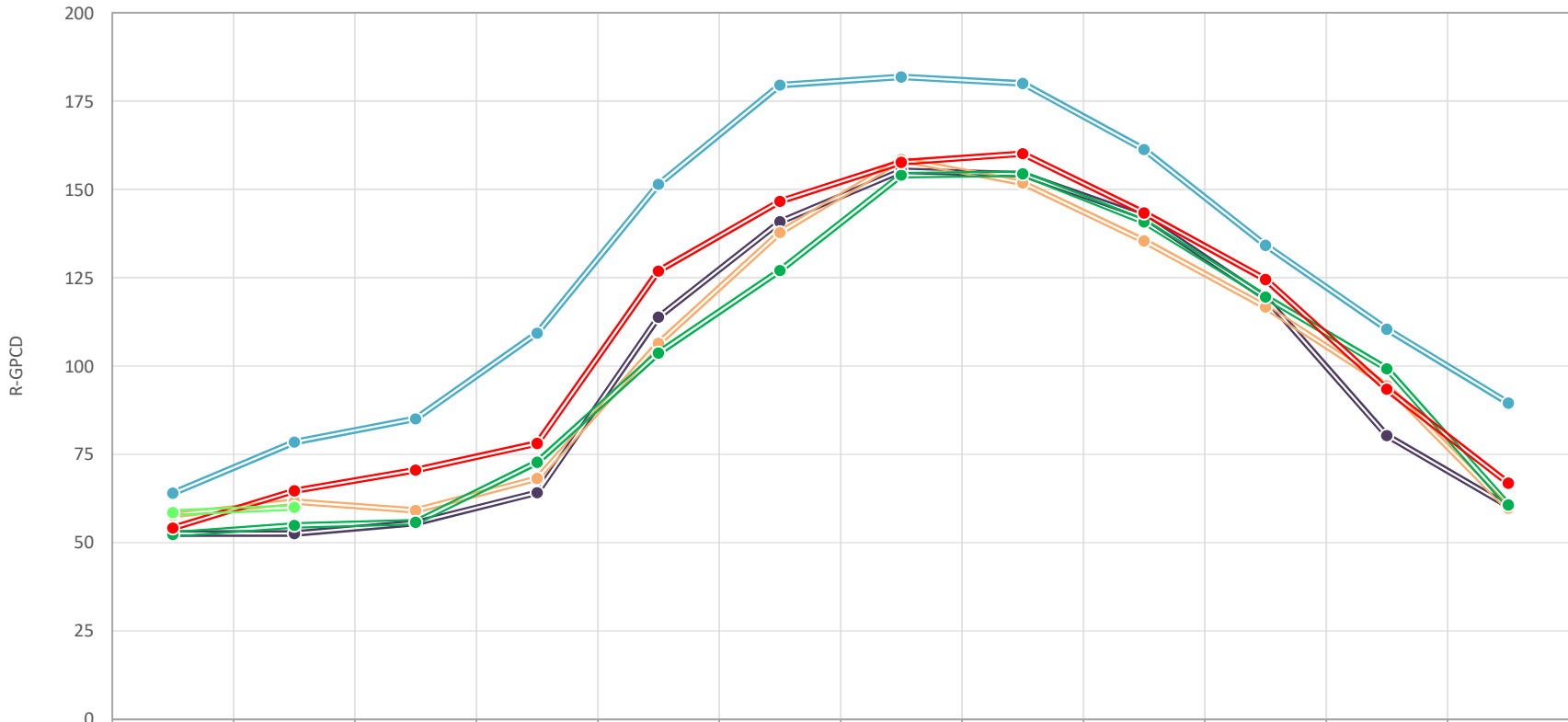
Springhurst Intertie (Aug 2020) 14,511,000 Gallons (Number provided from meter read by SCWA)

Service Area 2		Consumption	
2021	# Accts	CCF	Gallons
Jan	4,900	46,194	34,553,112
Feb	4,901	46,614	34,867,272
Mar			0
Apr			0
May			0
Jun			0
Jul			0
Aug			0
Sep			0
Oct			0
Nov			0
Dec			0



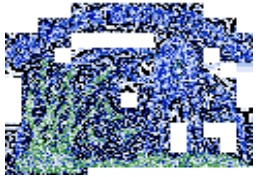
EGWD COMBINED R-GPCD

● 2013 ● 2017 ● 2018 ● 2019 ● 2020 ● 2021



	January	February	March	April	May	June	July	August	September	October	November	December
● 2013	64	78	85	109	151	180	182	180	161	134	110	89
● 2017	53	53	56	64	114	141	155	154	142	119	80	60
● 2018	58	62	59	68	106	138	158	152	135	117	95	60
● 2019	52	55	56	73	104	127	154	154	141	120	99	61
● 2020	54	65	71	78	127	147	158	160	143	125	93	67
● 2021	59	60										

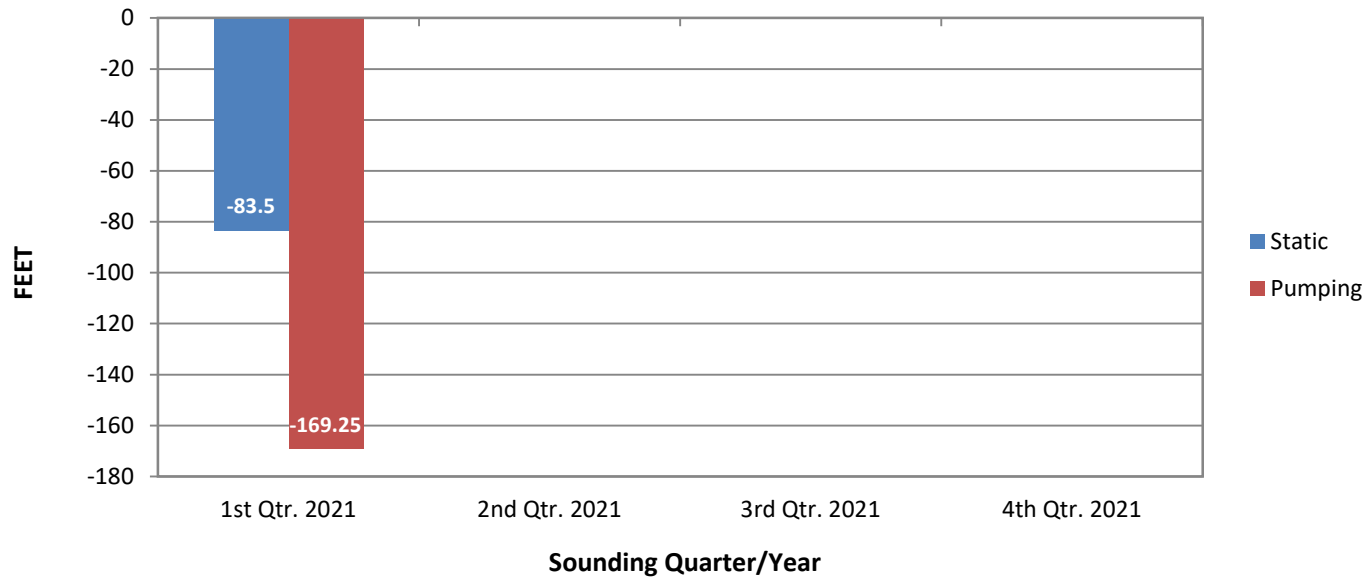
R-GPCD = Residential Gallons per Capita per Day



Elk Grove Water District

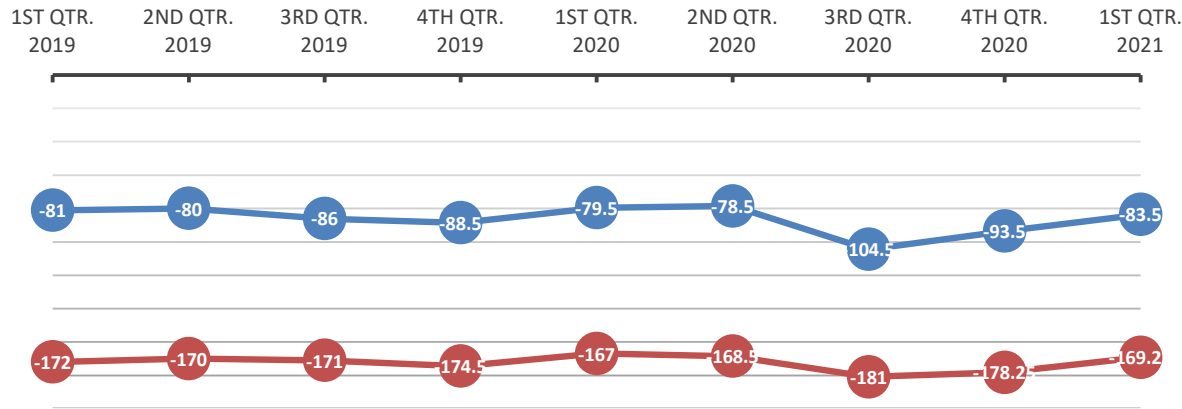
Static and Pumping Levels

Well 1D School St



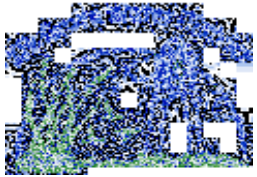
Latest Well Sounding

Static:	83.5 Ft
Pumping:	169.25 Ft
Drawdown:	85.75 Ft
GPM:	1,760
Specific Capacity:	20.522



Latest Sand Tester Results:

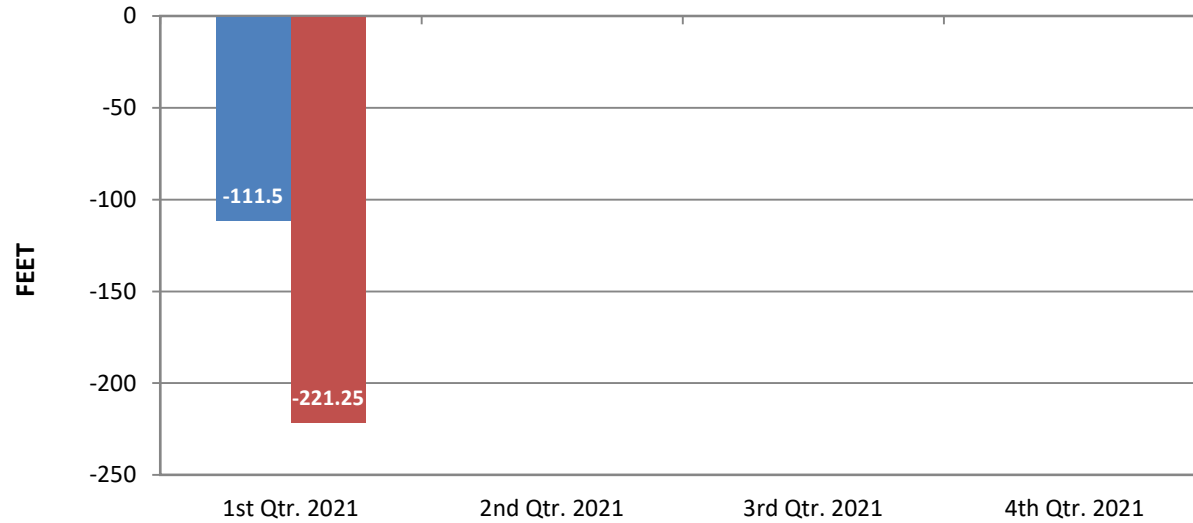
15 Min:	< 5 ppm
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Elk Grove Water District

Static and Pumping Levels

Well 4D Webb St



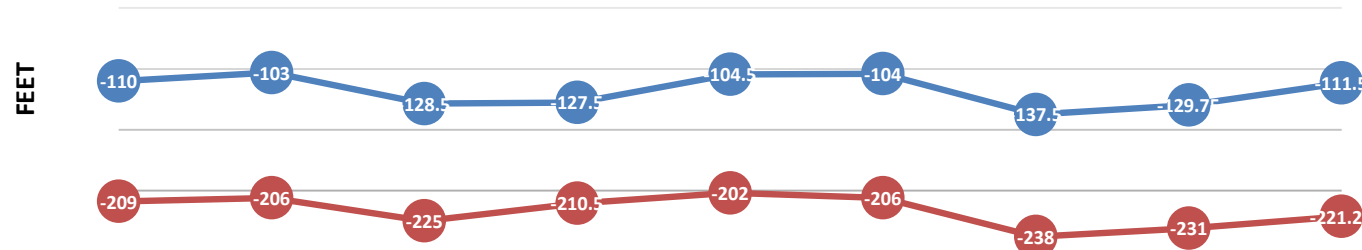
Latest Well Sounding

Static:	111.5 Ft
Pumping:	221.25 Ft
Drawdown:	109.75 Ft
GPM:	1,712
Specific Capacity:	15.600

■ Static
■ Pumping

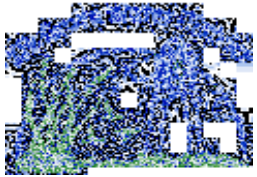
Sounding Quarter/Year

1ST QTR. 2019 2ND QTR. 2019 3RD QTR. 2019 4TH QTR. 2019 1ST QTR. 2020 2ND QTR. 2020 3RD QTR. 2020 4TH QTR. 2020 1ST QTR. 2021



Latest Sand Tester Results:

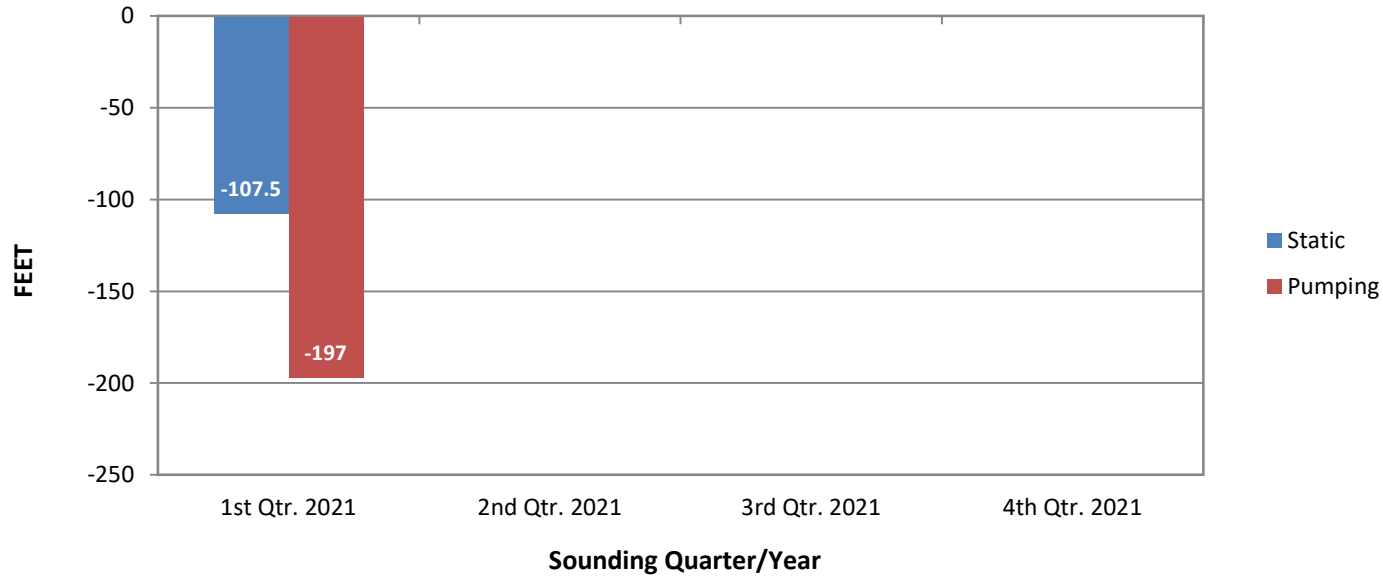
15 Min: < 5 ppm



Elk Grove Water District

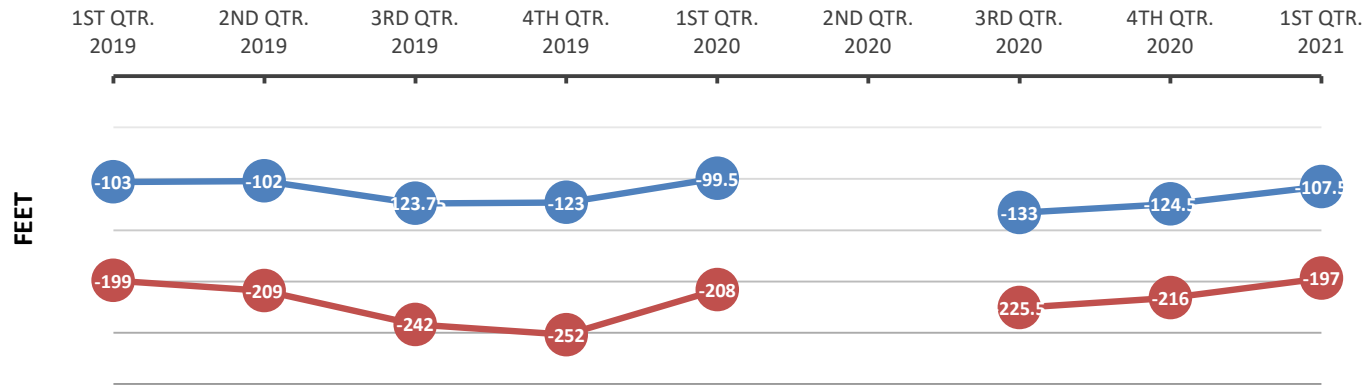
Static and Pumping Levels

Well 11D Dino



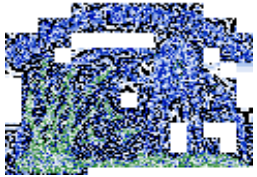
Latest Well Sounding

Static:	107.5 Ft
Pumping:	197 Ft
Drawdown:	89.5 Ft
GPM:	1,702
Specific Capacity:	19.016



Latest Sand Tester Results:

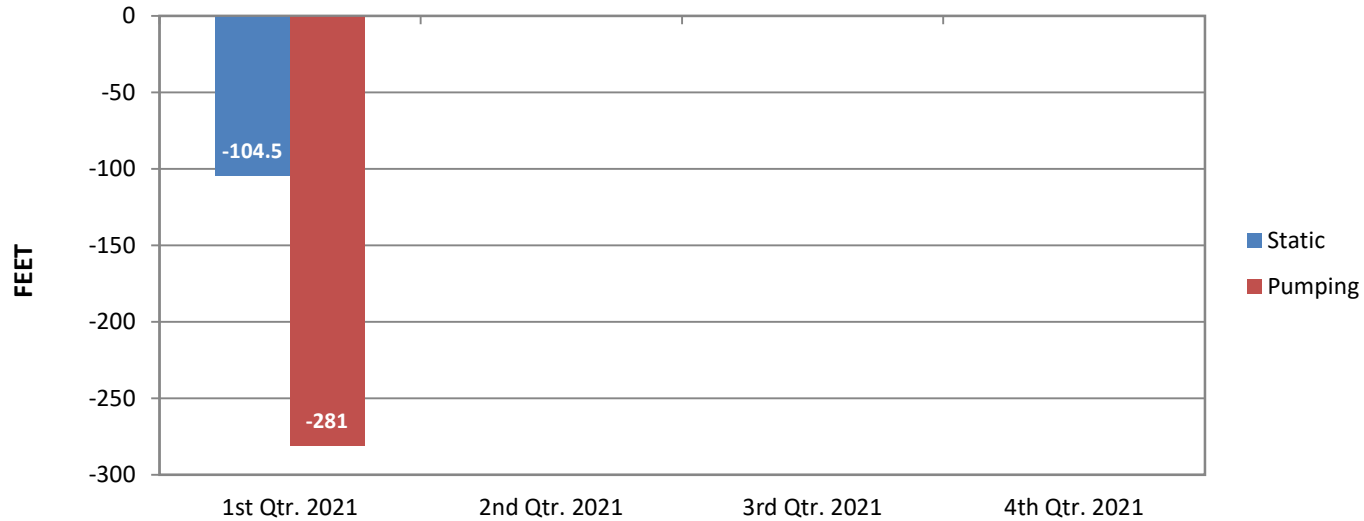
15 Min:	< 5 ppm
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Elk Grove Water District

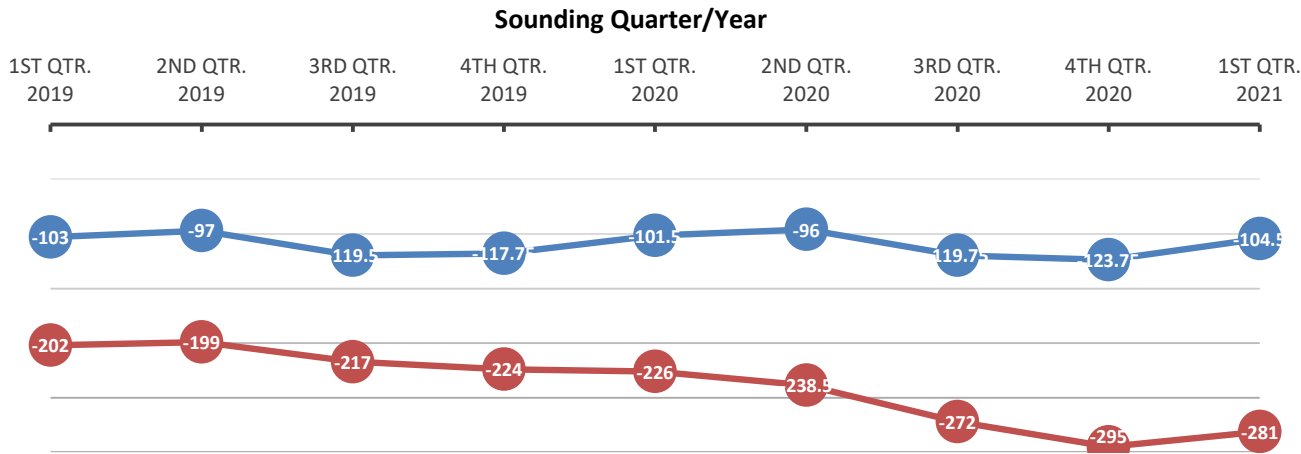
Static and Pumping Levels

Well 14D Railroad



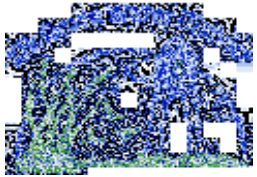
Latest Well Sounding

Static:	104.5 Ft
Pumping:	281 Ft
Drawdown:	176.5 Ft
GPM:	1,218
Specific Capacity:	6.902



Latest Sand Tester Results:

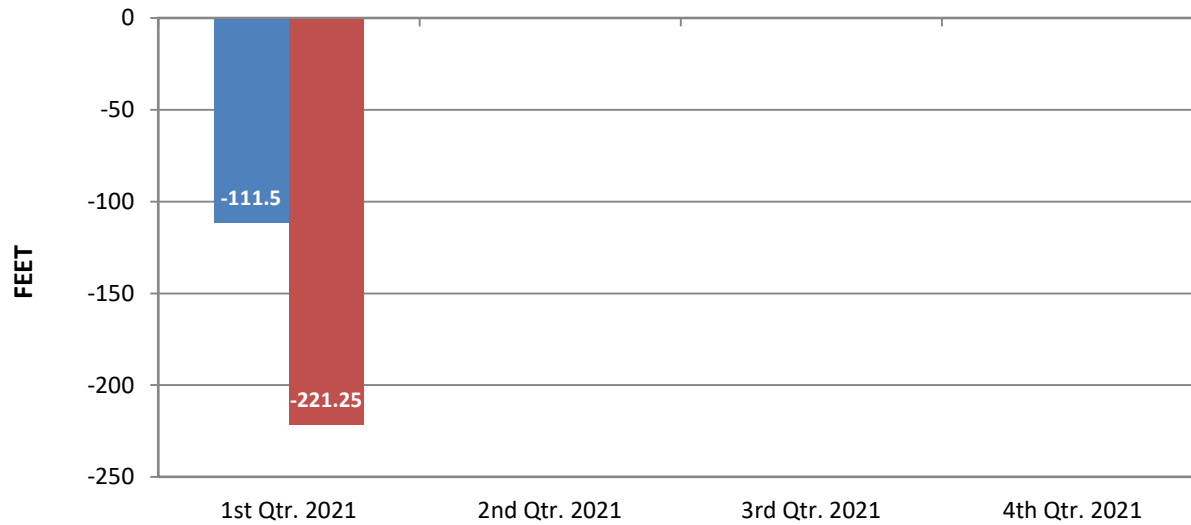
15 Min:	< 5 ppm
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Elk Grove Water District

Static and Pumping Levels

Well 4D Webb St



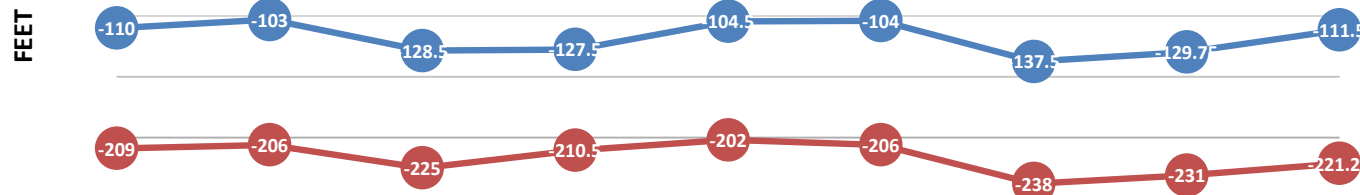
Latest Well Sounding

Static:	111.5 Ft
Pumping:	221.25 Ft
Drawdown:	109.75 Ft
GPM:	1,712
Specific Capacity:	15.600

■ Static
■ Pumping

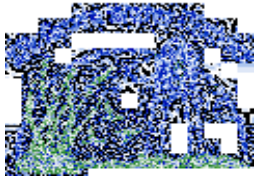
Sounding Quarter/Year

1ST QTR. 2019 2ND QTR. 2019 3RD QTR. 2019 4TH QTR. 2019 1ST QTR. 2020 2ND QTR. 2020 3RD QTR. 2020 4TH QTR. 2020 1ST QTR. 2021



Latest Sand Tester Results:

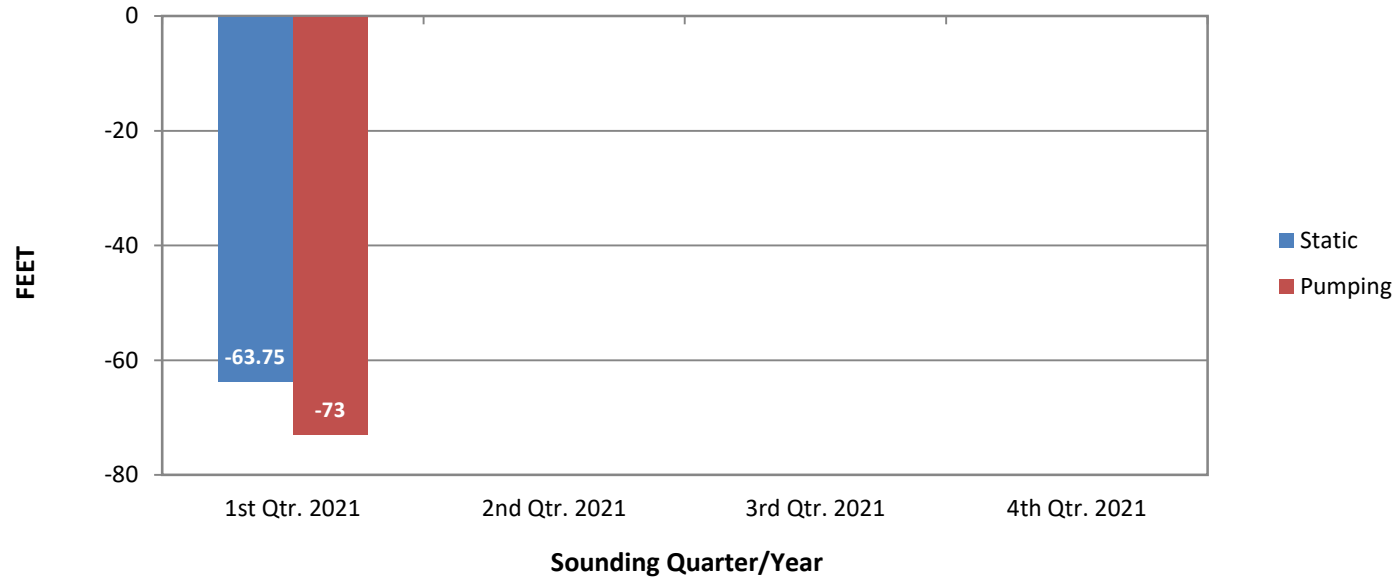
15 Min: < 5 ppm



Elk Grove Water District

Static and Pumping Levels

Well 8 Williamson



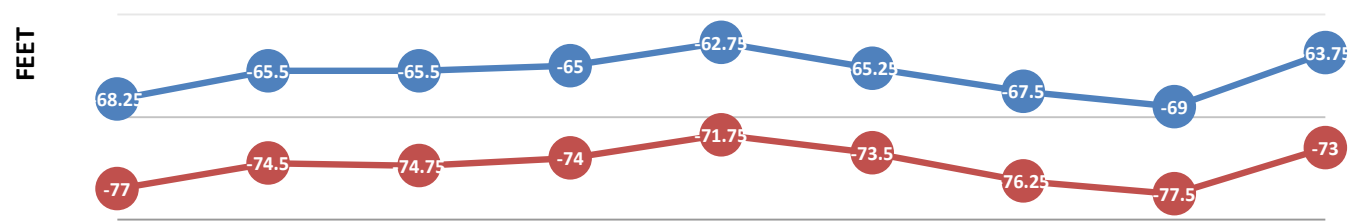
Latest Well Sounding

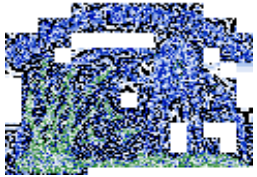
Static:	63.75 Ft
Pumping:	73 Ft
Drawdown:	9.25 Ft
GPM:	547
Specific Capacity:	59.084

1ST QTR. 2019 2ND QTR. 2019 3RD QTR. 2019 4TH QTR. 2019 1ST QTR. 2020 2ND QTR. 2020 3RD QTR. 2020 4TH QTR. 2020 1ST QTR. 2021

Latest Sand Tester Results:

15 Min: < 5 ppm

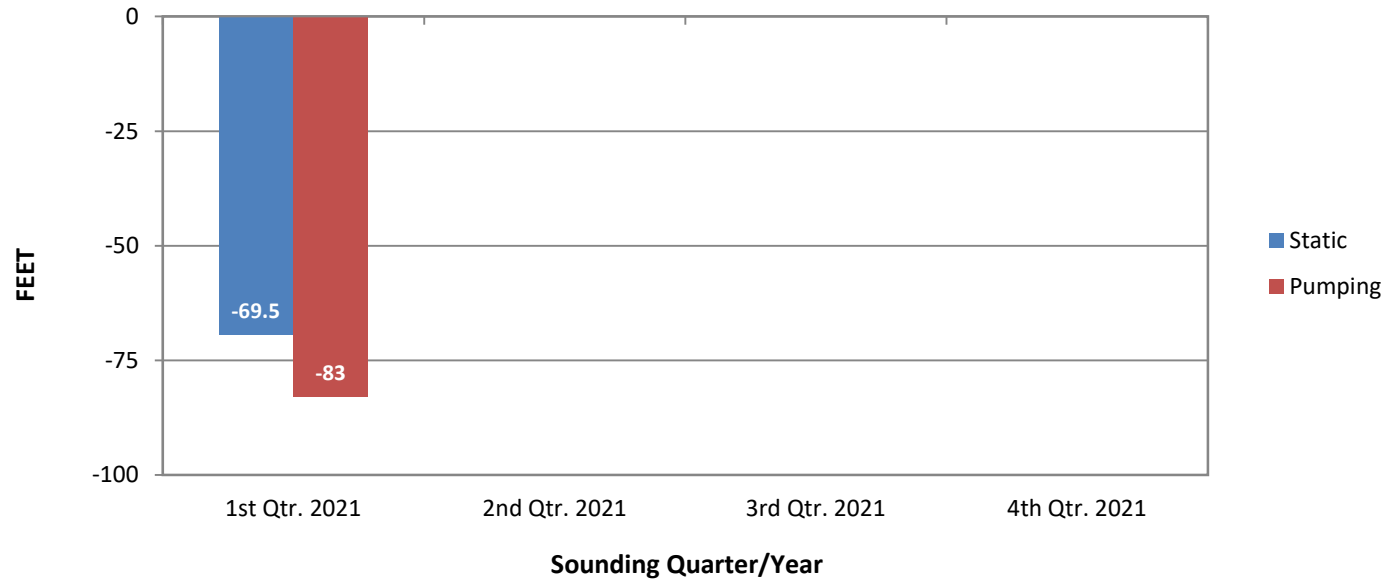




Elk Grove Water District

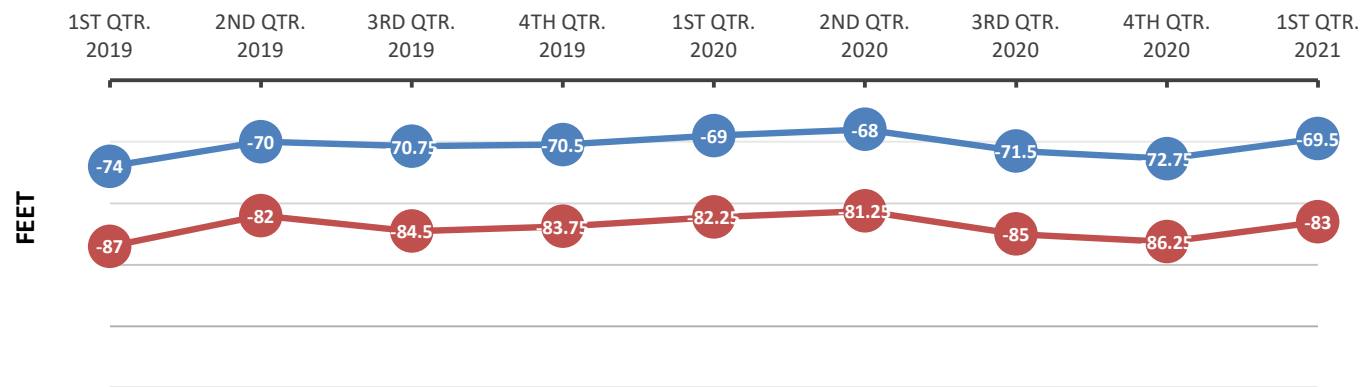
Static and Pumping Levels

Well 9 Polhemus



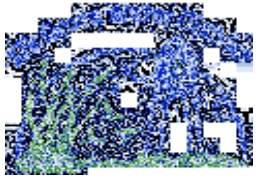
Latest Well Sounding

Static:	69.5 Ft
Pumping:	83 Ft
Drawdown:	13.5 Ft
GPM:	400
Specific Capacity:	29.630



Latest Sand Tester Results:

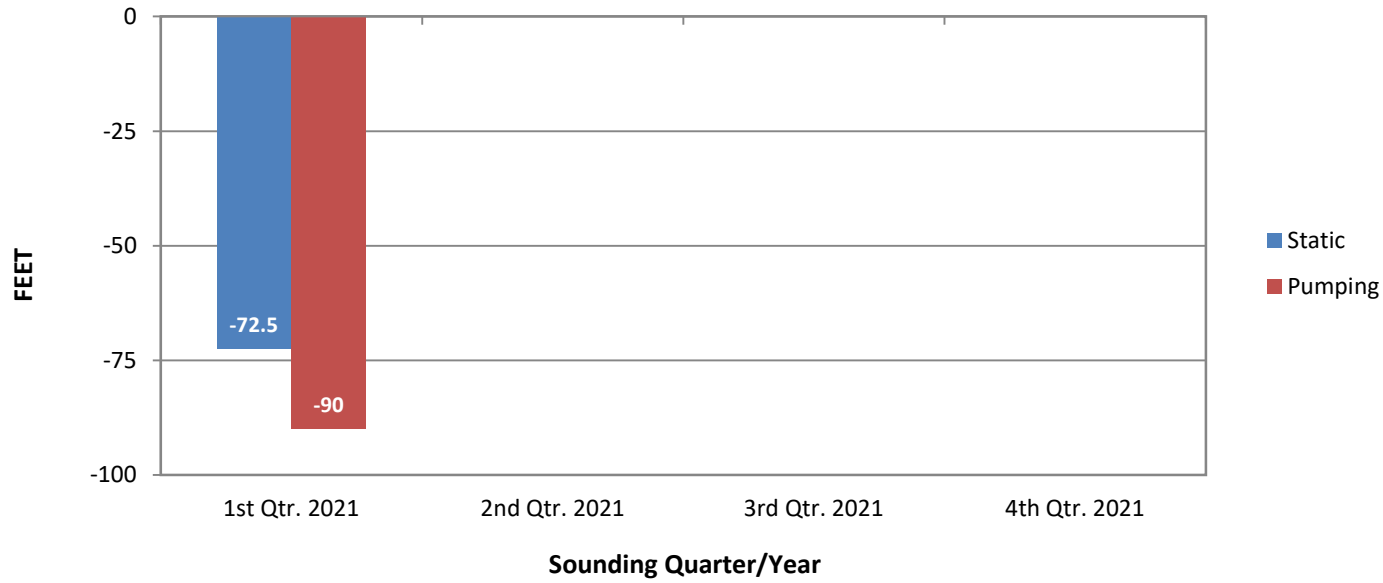
15 Min:	< 5 ppm
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Elk Grove Water District

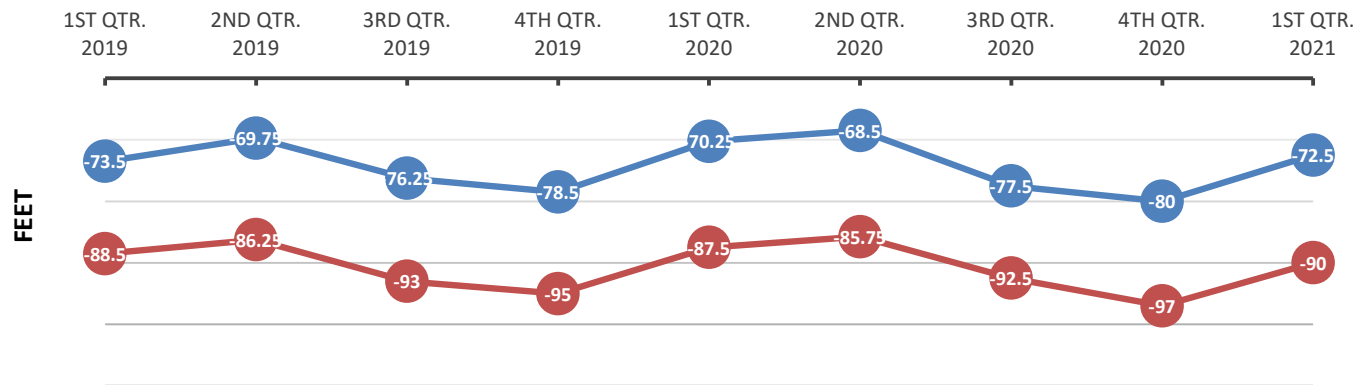
Static and Pumping Levels

Well 13 Hampton



Latest Well Sounding

Static:	72.5 Ft
Pumping:	90 Ft
Drawdown:	17.5 Ft
GPM:	987
Specific Capacity:	56.416



Latest Sand Tester Results:

15 Min:	< 5 ppm
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Monthly Sample Report - February 2021
Water System: Elk Grove Water System

Sampling Point: 01 - 8693 W. Camden			
Sample Date	Sample Class	Sample Name	Collection Occurrence
2/1/2021	Distribution System	Bacteriological	Week
2/9/2021	Distribution System	Bacteriological	Week
2/16/2021	Distribution System	Bacteriological	Week
2/23/2021	Distribution System	Bacteriological	Week

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

Sampling Point: 02 - 9425 Emerald Vista			
Sample Date	Sample Class	Sample Name	Collection Occurrence
2/1/2021	Distribution System	Bacteriological	Week
2/9/2021	Distribution System	Bacteriological	Week
2/16/2021	Distribution System	Bacteriological	Week
2/23/2021	Distribution System	Bacteriological	Week

Sampling Point: 03 - 8809 Valley Oak			
Sample Date	Sample Class	Sample Name	Collection Occurrence
2/1/2021	Distribution System	Bacteriological	Week
2/9/2021	Distribution System	Bacteriological	Week
2/16/2021	Distribution System	Bacteriological	Week
2/23/2021	Distribution System	Bacteriological	Week

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

Sampling Point: 04 - 10122 Glacier Point

Sample Date	Sample Class	Sample Name	Collection Occurrence
2/1/2021	Distribution System	Bacteriological	Week
2/9/2021	Distribution System	Bacteriological	Week
2/16/2021	Distribution System	Bacteriological	Week
2/23/2021	Distribution System	Bacteriological	Week

Sampling Point: 05 - 9230 Amsden Ct.

Sample Date	Sample Class	Sample Name	Collection Occurrence
2/1/2021	Distribution System	Bacteriological	Week
2/9/2021	Distribution System	Bacteriological	Week
2/16/2021	Distribution System	Bacteriological	Week
2/23/2021	Distribution System	Bacteriological	Week

Sampling Point: 06 - 9227 Rancho Dr.

Sample Date	Sample Class	Sample Name	Collection Occurrence
2/1/2021	Distribution System	Bacteriological	Week
2/9/2021	Distribution System	Bacteriological	Week
2/16/2021	Distribution System	Bacteriological	Week
2/23/2021	Distribution System	Bacteriological	Week

Sampling Point: 07 - Al Gates Park Mainline Dr.

Sample Date	Sample Class	Sample Name	Collection Occurrence
2/1/2021	Distribution System	Bacteriological	Week
2/9/2021	Distribution System	Bacteriological	Week
2/16/2021	Distribution System	Bacteriological	Week
2/23/2021	Distribution System	Bacteriological	Week

Sampling Point: - Williamson Well 8 Raw Water

Sample Date	Sample Class	Sample Name	Collection Occurrence
2/3/2021	Source Water	3 mo - Bacteriological	Quarterly
2/3/2021	Source Water	3 mo - Fe,Mn,As Total	Quarterly
2/3/2021	Source Water	3 mo - Fe,Mn,As Dissolved	Quarterly

Sampling Point: 09 - 9436 Hollow Springs Wy.

Sample Date	Sample Class	Sample Name	Collection Occurrence
2/1/2021	Distribution System	Bacteriological	Week
2/9/2021	Distribution System	Bacteriological	Week
2/16/2021	Distribution System	Bacteriological	Week
2/23/2021	Distribution System	Bacteriological	Week
2/1/2021	Distribution System	Fluoride	Monthly

Sampling Point: Polhemus Well 9 Raw Water

Sample Date	Sample Class	Sample Name	Collection Occurrence
			Quarterly

Sampling Point: 09 - 8417 Blackman Wy.

Sample Date	Sample Class	Sample Name	Collection Occurrence
2/1/2021	Distribution System	Bacteriological	Week
2/9/2021	Distribution System	Bacteriological	Week
2/16/2021	Distribution System	Bacteriological	Week
2/23/2021	Distribution System	Bacteriological	Week

Sampling Point: 10 - 9373 Oreo Ranch Cir.

Sample Date	Sample Class	Sample Name	Collection Occurrence
2/1/2021	Distribution System	Bacteriological	Week
2/9/2021	Distribution System	Bacteriological	Week
2/16/2021	Distribution System	Bacteriological	Week
2/23/2021	Distribution System	Bacteriological	Week

Sampling Point: Dino Well 11D - Raw Water

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

Sample Date	Sample Class	Sample Name	Collection Occurrence
2/3/2021	Source Water	Fe, Mn, As, Total	Weekly
2/10/2021	Source Water	Fe, Mn, As, Total	Weekly
2/17/2021	Source Water	Fe, Mn, As, Total	Weekly
2/23/2021	Source Water	Fe, Mn, As, Total	Weekly

Sampling Point: Hampton WTP Effluent

Sample Date	Sample Class	Sample Name	Collection Occurrence
2/3/2021	Treated Effluent	Fe, Mn, As, Total	Weekly
2/10/2021	Treated Effluent	Fe, Mn, As, Total	Weekly
2/17/2021	Treated Effluent	Fe, Mn, As, Total	Weekly
2/23/2021	Treated Effluent	Fe, Mn, As, Total	Weekly

Sampling Point: Hampton WTP Backwash Tank

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

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

Sample Date	Sample Class	Sample Name	Collection Occurrence
2/3/2021	Treated Plant Effluent	WTP Eff - Fe,Mn,As,Al Total	Month
2/3/2021	Treated Plant Effluent	WTP Eff - Fe,Mn,As,Al Dissolved	Month

Sampling Point: Railroad WTP Backwash Tank

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

Sampling Point: Special Distribution/Construction Samples

Sample Date	Sample Class	Sample Name	Collection Description
2/16/2021	Distribution System	Bacteriological	8830 E. Stockton Blvd Water Main Tie-in
2/24/2021	Distribution System	Bacteriological	8830 E. Stockton Blvd Water Main Tie-in

Colors

Black = Scheduled

Green = Unscheduled

Red = Incomplete Sample

Monthly Total

52

4

0

Yearly Total

118

11



March 2, 2021

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

WASTEWATER SOURCE CONTROL MONTHLY COMPLIANCE REPORT

Enclosed is the Wastewater Source Control Monthly Compliance Report Form from Elk Grove Water District for February 2021.

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

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

STEVE SHAW
WATER TREATMENT SUPERVISOR

COMPLIANCE REPORT FORM

Attn: Michelle Pate	E-mail: patem@sacsewer.com	Wastewater Source Control Section
Phone (916) 875-9091		Fax (916) 875-6374
From: Steve Shaw		
Company: Elk Grove Water District		Permit # WTP010

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

Month:	February	Year:	2021
---------------	-----------------	--------------	-------------

Water use/flow meter report
 Hampton WTP – 14,309
 Railroad WTP – 0
 Analyzer Water – 32,256

	Date	Time	pH
Monitoring results/analytical report Hampton WTP			
Railroad WTP			

Discharge Rate

Check the statement below that applies to this report:
 Based on a review of this facility's flow data, discharge rate limit was exceeded.
 I certify that this facility is in compliance with the discharge rate limit.

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

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

Other (describe):

Domestic Calculation

Domestic Usage	Number of Employees	Business Days per Month	Allowance (gallons per day)	Gallons
Production	11	17	15	2,805
Office	4	17	10	680
Drivers/Field	3	17	3	153
Total				3,638

Certification Statement

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

SIGNATURE of Authorized Representative:

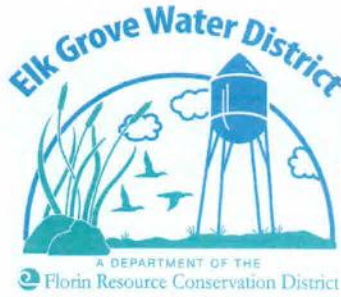


PRINTED NAME, TITLE:

Steve Shaw Water Treatment Supervisor
 (Name) (Title)

DATE:

3-2-2021



March 2, 2021

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

MONTHLY SUMMARY OF DISTRIBUTION SYSTEM COLIFORM MONITORING

Enclosed is the Monthly Summary of the Distribution System Coliform Monitoring report from Elk Grove Water District for February 2021.

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

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

STEVE SHAW
WATER TREATMENT SUPERVISOR

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

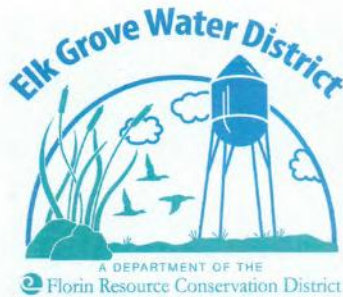
System Name <p style="text-align: center; font-size: 1.2em;">Elk Grove Water District</p>	System Number <p style="text-align: center; font-size: 1.2em;">3410008</p>
Sampling Period <p style="text-align: center; font-size: 1.2em; color: blue;">February</p>	Year <p style="text-align: center; font-size: 1.2em;">2021</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: 40px; height: 20px;" 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: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" 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: 40px; height: 20px;" 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-size: 1.2em;">Water Treatment Supervisor</p>	Date <p style="text-align: center; font-size: 1.2em; color: blue;">3/2/21</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.**



March 8, 2021

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

MONTHLY SUMMARY OF THE HAMPTON GROUNDWATER TREATMENT PLANT

Enclosed is the Monthly Summary of the Hampton GWTP report from Elk Grove Water District for February 2021.

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

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

STEVE SHAW
WATER TREATMENT SUPERVISOR

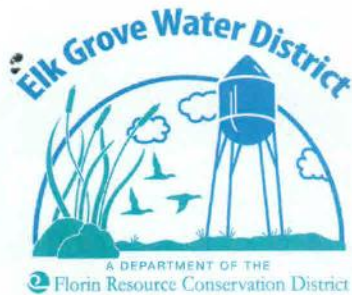
Elk Grove Water District

Hampton GWTP Monthly Report

PWS Number 3410008-013
 GWTP Name Hampton Water Treatment Plant

Month: February

Date	Hour Meter	Run Hours	Production Meter	Well Production	Backwash Meter	Backwash Waste	Weekly In-House Monitoring (mg/L) R (Raw) T (Treated)As (ug/L)							Weekly Average			
							Date	Fe, R	Fe, T	Mn, R	Mn, T	As, R	As, T	Inf. pH	Eff. pH		
last day	17922.9		64996910		21557922	25649713											
1	17922.9	0	64996910	0	21557922	25649713	2/3/2021	0.007	0.04	0.005	0.003	3	2	Week 1: 6.9 to 7.5			
2	17922.9	0	64996910	0	21557922	25649713	2/10/2021	0.04	0.057	0.041	0.007	2	<2	Week 2: 7.0 to 7.8			
3	17922.9	0	64996910	0	21557922	25649713	2/17/2021	0.021	0.092	0.014	0.011	2	<2	Week 3: 7.0 to 7.7			
4	17923.9	1	65052258	55348	21557922	25656049	2/23/2021	0.004	0.021	0.007	0	2	<2	Week 4: 6.9 to 7.6			
5	17923.9	0	65052258	0	21557922	25656049								Cl2		0.61	
6	17923.9	0	65052258	0	21557922	25656049								Week 5: to			
7	17923.9	0	65052258	0	21557922	25656049	Total Gallons Sodium Hypochlorite: 2.6 Gal			Cl2			0.59				
8	17923.9	0	65052258	0	21557922	25656049	Pounds per day 0.105 Lbs/Day			Week 4: 6.9 to 7.6							
9	17923.9	0	65052258	0	21557922	25656049	Dosage (Milligrams Per Liter @ 12.5% Cl) 1.8 mg/L			Cl2			0.64				
10	17924.2	0.3	65069800	17542	21557922	25656049				Week 5: to							
11	17924.2	0	65069800	0	21557922	25656049	Total Gallons Ferric Chloride: 1.71 Gal			Cl2							
12	17924.2	0	65069800	0	21557922	25656049	Dosage (Milligrams Per Liter @ 38% FeCl) .65mg/L										
13	17924.2	0	65069800	0	21557922	25656049											
14	17924.2	0	65069800	0	21557922	25656049	Total Gallons Sodium Hydroxide: 1.97 Gal										
15	17924.2	0	65069800	0	21557922	25656049	Dosage (Gallons Per Hour @ 30% NaOH) 0.48 Gal/Hr										
16	17924.2	0	65069800	0	21557922	25656049											
17	17924.2	0	65069800	0	21557922	25656049	Total Gallons Sulfuric Acid : 1.17 Gal										
18	17924.9	0.7	65106810	37010	21557922	25656049	Dose (Gallons Per Hour @ 93% H2SO4) 0.33 Gal/Hr										
19	17924.9	0	65106810	0	21557922	25656049											
20	17924.9	0	65106810	0	21557922	25656049	Total Backwashed 10,836 Gal			Total Run Hours 4.8 Hours							
21	17924.9	0	65106810	0	21557922	25656049											
22	17924.9	0	65106810	0	21557922	25656049	Total Water Pumped 262,115 Gal			Total Backwash Waste 14,309 Gal							
23	17924.9	0	65106810	0	21568758	25664022											
24	17927.7	2.8	65259025	152215	21568758	25664022	Reporting Limits/Units			Maximum Contaminant Levels (MCLs)							
25	17927.7	0	65259025	0	21568758	25664022	Iron = 0.100 mg/L			Iron (Fe) = 0.300 mg/L (Secondary)							
26	17927.7	0	65259025	0	21568758	25664022	Manganese = 0.010 mg/L			Manganese (Mn) = 0.050 mg/L (Secondary)							
27	17927.7	0	65259025	0	21568758	25664022	Arsenic = 1.0 µg/L			Arsenic (As) = 10 µg/L (Primary)							
28	17927.7	0	65259025	0	21568758	25664022											
29																	
30							Prepared By: Steve Shaw			Date: 3/2/2021							
31																	
Total		4.8		262,115	10,836	14,309											



March 2, 2021

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

MONTHLY FLUORIDATION MONITORING REPORT

Enclosed is the Monthly Summary of the Fluoridation Monitoring from Elk Grove Water District for February 2021.

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

STEVE SHAW
WATER TREATMENT SUPERVISOR

ELK GROVE WATER DISTRICT AREA 2

DISTRIBUTION SYSTEM MONTHLY FLUORIDATION MONITORING REPORT February-21

Week Location of Sample Monitoring Results (mg/L)

Week	Location of Sample	Date	Time	Results
1	Hollow Springs	2/1/2021	10:26 AM	0.6
1	Al Gates Park	2/1/2021	10:50 AM	0.77
1	Oreo Ranch	2/1/2021	11:07 AM	0.62
1	Blackman	2/1/2021	12:10 PM	0.79
2	Hollow Springs	2/9/2021	9:25 AM	0.64
2	Al Gates Park	2/9/2021	9:50 AM	0.71
2	Oreo Ranch	2/9/2021	10:09 AM	0.61
2	Blackman	2/9/2021	11:20 AM	0.52
3	Hollow Springs	2/16/2021	10:03 AM	0.37
3	Al Gates Park	2/16/2021	10:25 AM	0.48
3	Oreo Ranch	2/16/2021	10:46 AM	0.61
3	Blackman	2/16/2021	12:05 PM	0.58
4	Hollow Springs	2/23/2021	9:18 AM	0.46
4	Al Gates Park	2/23/2021	9:45 AM	0.33
4	Oreo Ranch	2/23/2021	10:02 AM	0.83
4	Blackman	2/23/2021	11:40 AM	0.6
5	Hollow Springs			
5	Al Gates Park			
5	Oreo Ranch			
5	Blackman			

Monthly fluoride split sample results:

Date: 2/1/2021

Water System Results: 0.6 mg/L

Approved Lab: 0.7 mg/L

Contact Name: Steve Shaw

Telephone : (916) 585-9386

System PWS Number: 3410008

Elk Grove Water District

Preventative Maintenance Program

Groundwater Wells

Monthly													Semi-annual		Annual							
Refer.	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Refer.	1ST 6-MO.	2ND 6-MO.	Refer.	2021					
Well 14D Railroad	Initials	AH	AH										Sect: 7.1			Sect: 7.2						
	Date	1/6/21	2/26/21															Sect: 7.2			Sect: 7.3	
	W.O. #	19344	19404																			
Well 4D Webb	Initials	AH	AH										Sect: 8.1			Sect: 8.2						
	Date	1/14/21	2/22/21															Sect: 8.2			Sect: 8.3	
	W.O. #	19345	19405																			
Well 11D Dino	Initials	AH	AH										Sect: 9.1			Sect: 9.2						
	Date	1/13/21	2/22/21															Sect: 9.2			Sect: 9.3	
	W.O. #	19346	19406																			
Well 1D School	Initials	BW	AH										Sect: 13.1			Sect: 13.2						
	Date	1/4/21	2/24/21															Sect: 13.2			Sect: 13.3	
	W.O. #	19347	19407																			
Well 8 Williamson	Initials	BW	BW										Sect: 11.1			Sect: 11.4						
	Date	1/1/21	2/24/21															Sect: 11.4			Sect: 11.4	
	W.O. #	19348	19408																			
Well 9 Polhemus	Initials	BW	BW										Sect: TBD			Sect: TBD						
	Date	1/1/21	2/24/21															Sect: TBD			Sect: TBD	
	W.O. #	19349	19409																			
Well 13 Hampton	Initials	AH	AH										Sect: TBD			Sect: TBD						
	Date	1/18/21	2/25/21															Sect: TBD			Sect: TBD	
	W.O. #	19350	19410																			

Year: 2021

Elk Grove Water District

Preventative Maintenance Program

Railroad Water Treatment and Storage Facility

Item	Monthly													Quarterly					Semi-annual				Annual	
	Refer.	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Refer.	1st	2nd	3rd	4th	Refer.	1 ST 6-	2 ND 6-	Refer.	2021	
Clor-Tec System	Section: 4.2	AH	BW											Section: 4.3	AH/BW								Section: 4.4	
Initials																								
Date		1/16/21	2/26/21												2/26/21									
W.O. #		19351	19395												19399									
Filter System	Section: 5.1	AH	AH																				Section: 5.3	
Initials																								
Date		1/30/21	2/24/21																					
W.O. #		19352	19396																					
Backwash System	Section: 2.1	AH	AH/BW																				Section: 2.3	
Initials																								
Date		1/30/21	2/25/21																					
W.O. #		19353	19397																					
Booster Pumps	Section: 3.1	AH	AH/BW																				Section: 3.2	
Initials																								
Date		1/30/21	2/25/21																					
W.O. #		19354	19398																					
LAB														Section: 1.1										
Initials																								
Date																								
W.O. #																								
Clear Wells																							Section: 2.4	
Initials																								
Date																								
W.O. #																								
MCC																							Section: 1.2	
Initials																								
Date																								
W.O. #																								

Year: 2021

Elk Grove Water District

Preventative Maintenance Program

Hampton Village Water Treatment Plant

Item	Monthly													Quarterly					Semi-annual				Annual				
	Refer.	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Refer.	1st	2nd	3rd	4th	Refer.	1ST 6- MO.	6- 2ND MO.	6- 3RD MO.	6- 4TH MO.	Refer.	2021		
Chemical Systems	Initials	Section: TBD	AH	AH																							
	Date		1/18/21	2/25/21																							
	W.O. #		19355	19411																							
Filter System	Initials	Section: TBD	AH	AH																							
	Date		1/18/21	2/25/21																							
	W.O. #		19356	19412																							
Backwash System	Initials	Section: TBD	AH	AH																							
	Date		1/18/21	2/25/21																							
	W.O. #		19357	19413																							
LAB	Initials																										
	Date																										
	W.O. #																										
MCC	Initials																										
	Date																										
	W.O. #																										

Elk Grove Water District

Preventative Maintenance Program

Standby Generators

Item	Monthly														Annual	
	Refer.	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Refer.	2021	
Rairoad	Initials	Section: TBD	AH	AH										Section: TBD		
	Date		1/31/21	2/26/21												
	W.O. #		19358	19400												
Webb	Initials	Section: TBD	AH	AH										Section: TBD		
	Date		1/30/21	2/25/21												
	W.O. #		19359	19401												
Dino	Initials	Section: TBD	AH	AH										Section: TBD		
	Date		1/31/21	2/22/21												
	W.O. #		19360	19402												
Admin.	Initials	Section: TBD	AH	AH										Section: TBD		
	Date		1/31/21	2/25/21												
	W.O. #		19361	19403												
			= Load Test													

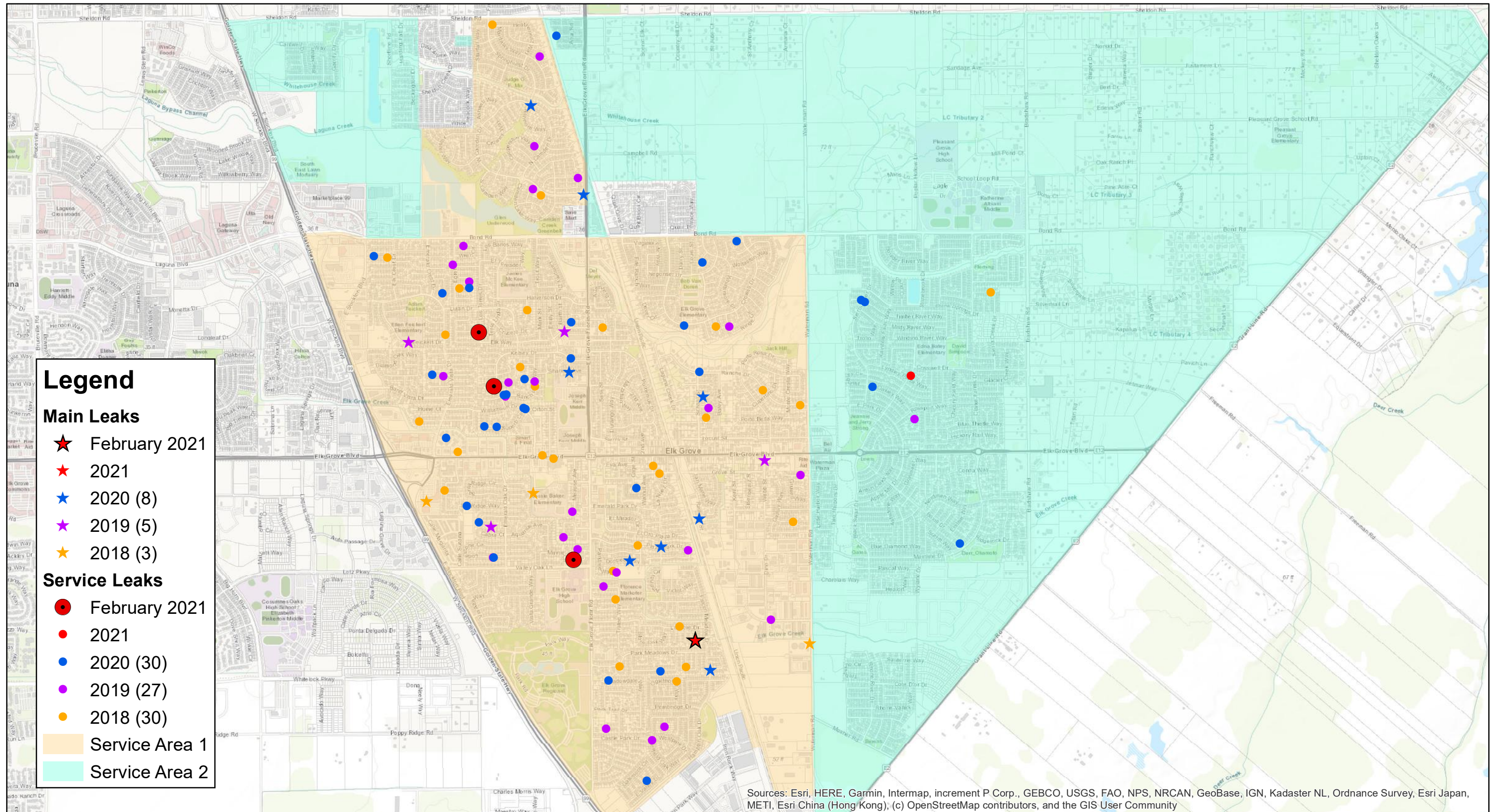
Elk Grove Water District
Cross Connection Control Program 2021

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Totals
First Test Notices Issued	47	40											87
Passed First Test Notice	25	14											39
Initial Balance	22	26											48
Notices Retracted	0	0											0
New Balance	22	26											48
Second Test Notices Issued	22	26											48
Passed Second Test Notice	3	11											14
Third Test Notice Issued	19	0											19
Passed Third Test Notice	17	0											17
Devices Locked Off	0	0											0
Monthly Outstanding Delinquents	2	15											17
								Total Outstanding Delinquents					17

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Elk Grove Water District
 Safety Meetings/Training
 February 2021

Date	Topic	Attendees	Hosted By
2/17/2021	COVID Safety Refresher	Alan Aragon, Aurelia Camilo, Stefan Chanh, Daphne Murra-Davis, Travis Franklin, David Frederick, Sean Hinton, Aaron Hewitt, James Hinegardner, Bruce Kamilos, Amber Kavert, Brandon Kent, Patrick Lee, Mark Madison, Denise Maxwell, Justin Mello, Sal Mendoza, Donella Murillo, Jose Mendoza, Michael Montiel, Stefani Phillips, Chris Phillips, Cindy Robertson, Steve Shaw, John Vance, Ben Voelz, Brandon Wagner, Tonia Williams, Marcell Wilson, Vue Xiong	Travis Franklin



Legend

Main Leaks

- ★ February 2021
- ★ 2021
- ★ 2020 (8)
- ★ 2019 (5)
- ★ 2018 (3)

Service Leaks

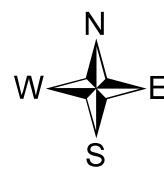
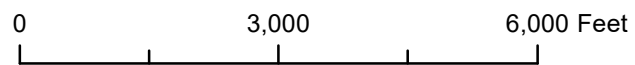
- February 2021
- 2021
- 2020 (30)
- 2019 (27)
- 2018 (30)
- Service Area 1
- Service Area 2

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

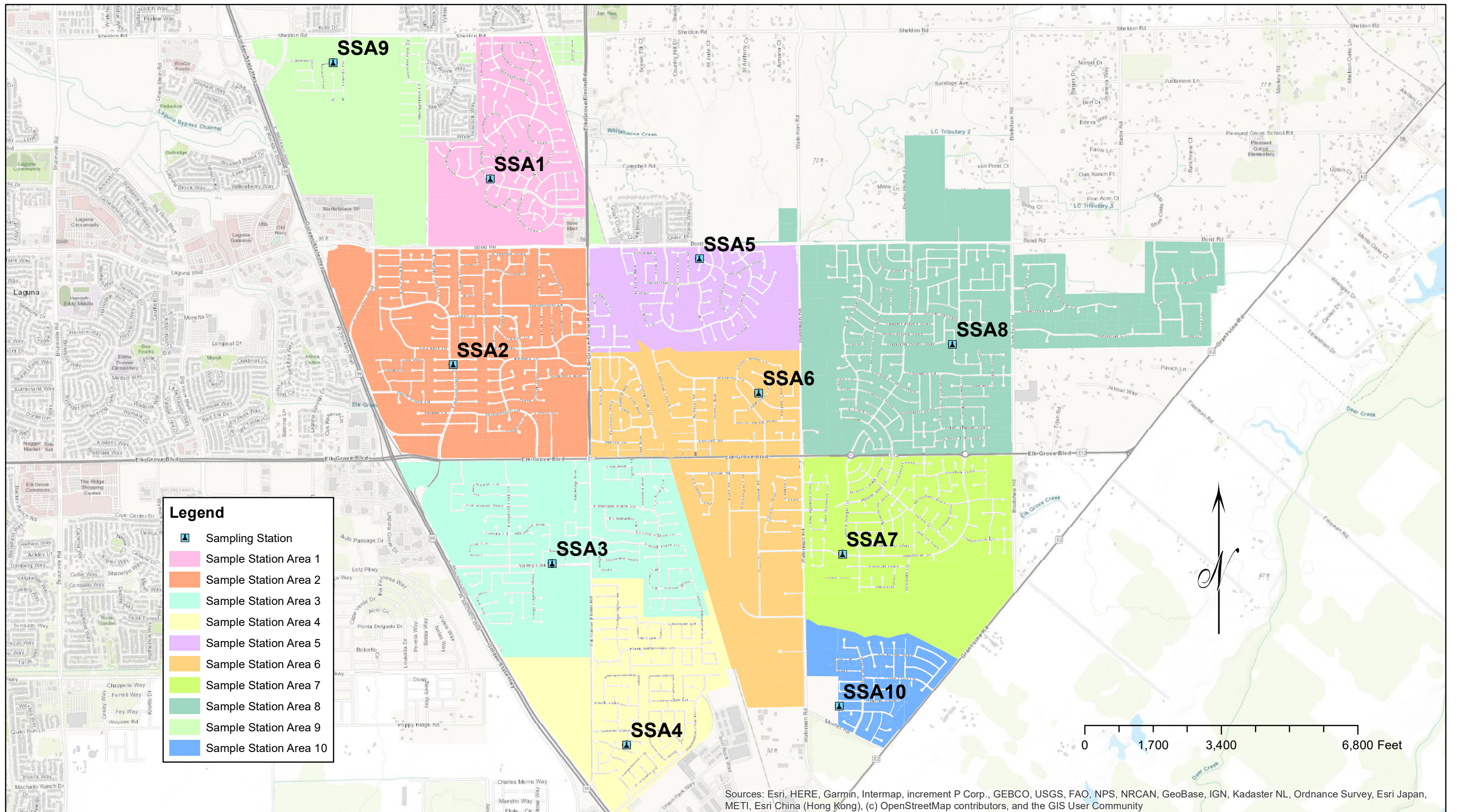
February 2021	
Main Line Leaks: 1	YTD: 1
Service Line Leaks: 3	YTD: 4
Total Leaks: 4	YTD: 5

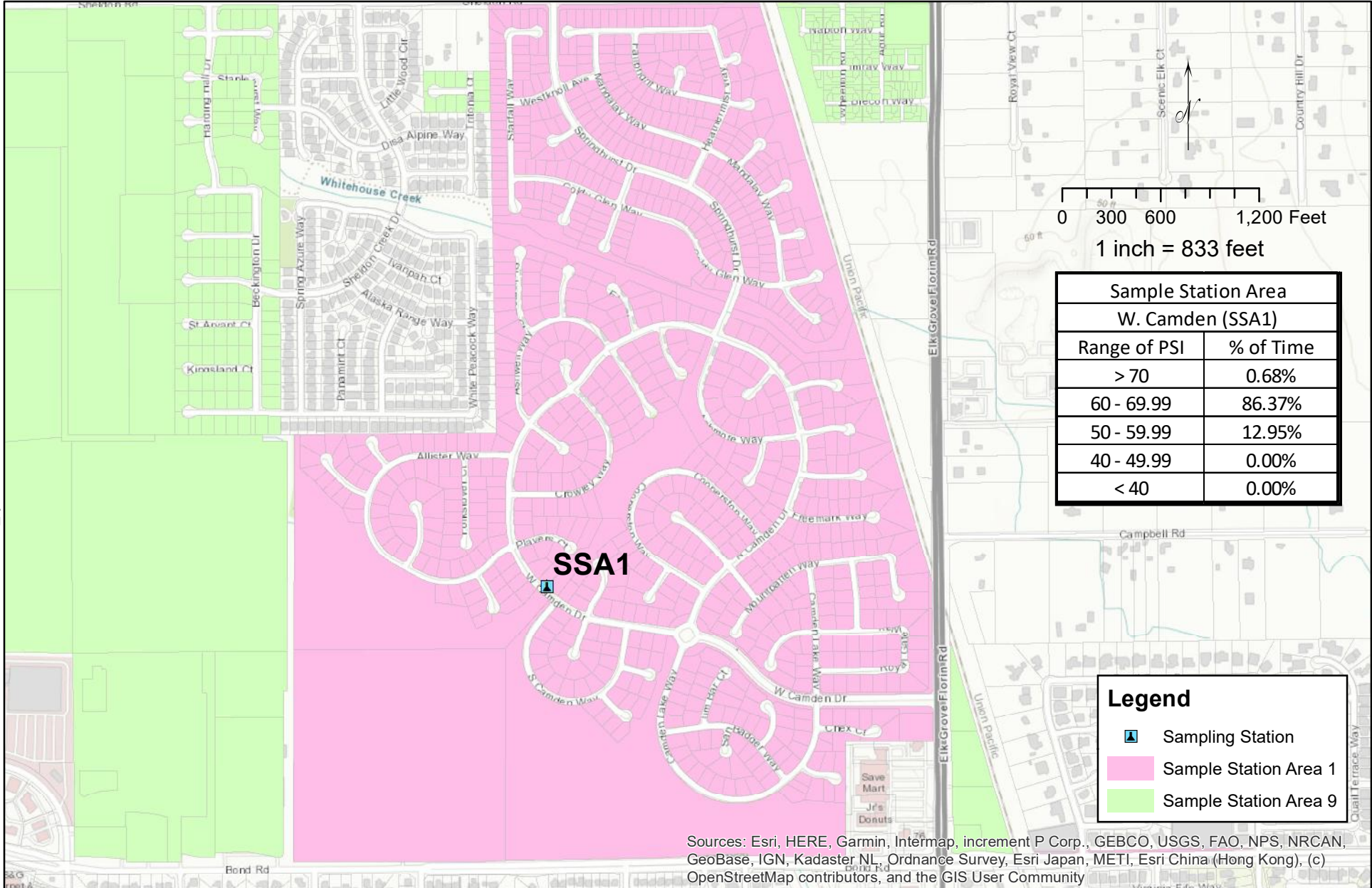


**Elk Grove Water District
Main and Service Line Leaks Map**



Elk Grove Water District	
Main & Service Line Leaks	
Created by: Ben Voelz	
Date: March 4, 2021	





Sample Station Area W. Camden (SSA1)	
Range of PSI	% of Time
> 70	0.68%
60 - 69.99	86.37%
50 - 59.99	12.95%
40 - 49.99	0.00%
< 40	0.00%

Legend

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

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

Sample Station #1

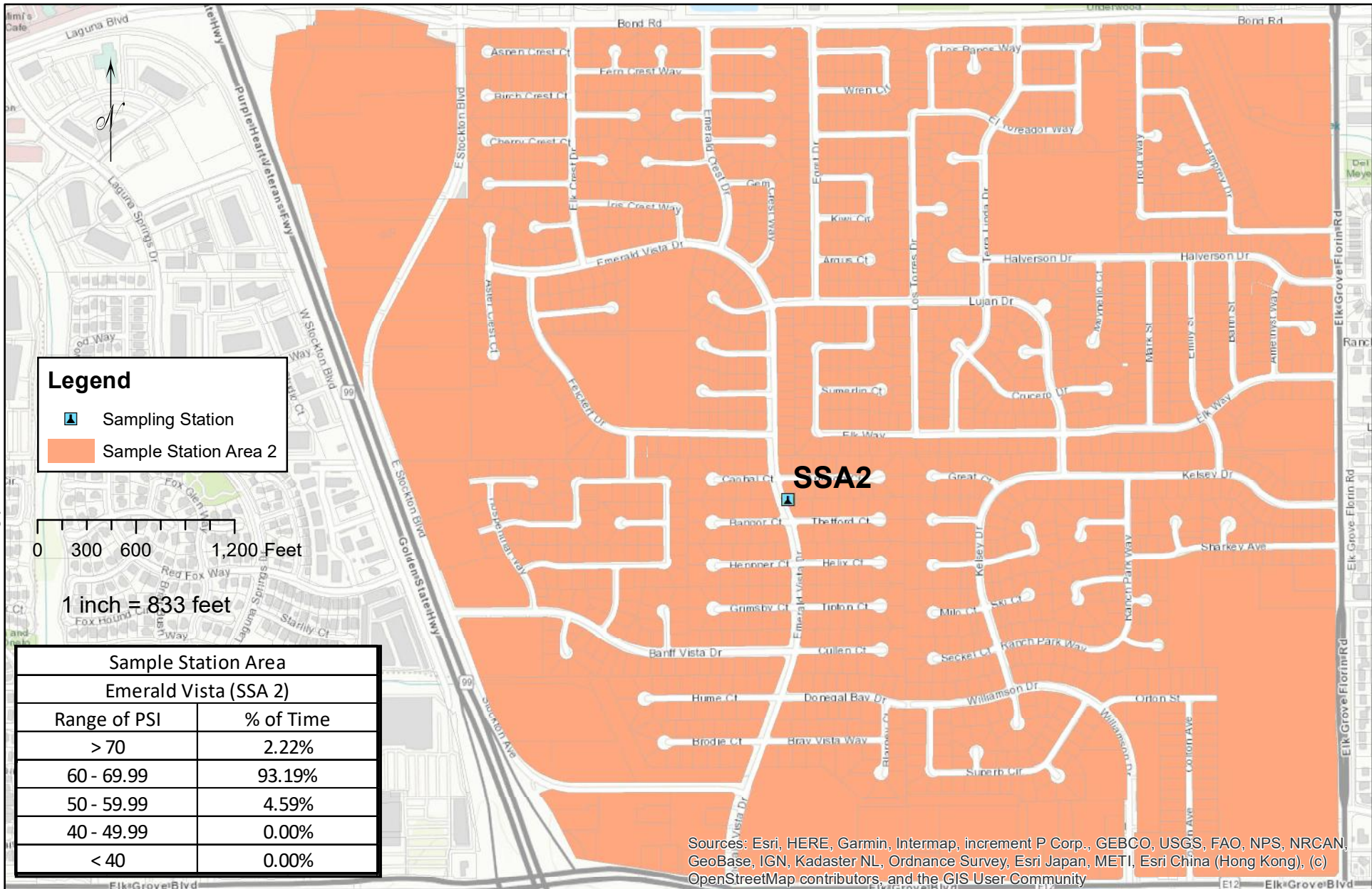
Note: Sample Station takes a reading every 5 minutes.

February 2021



Elk Grove Water District
System Pressure Monitoring

Projected Coordinate System:
NAD 83 State Plane CA II FIPS 0402
Source:EGWD GIS database
Created by: Ben Voelz
March 4, 2021



Legend

- Sampling Station
- Sample Station Area 2

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

Sample Station Area Emerald Vista (SSA 2)	
Range of PSI	% of Time
> 70	2.22%
60 - 69.99	93.19%
50 - 59.99	4.59%
40 - 49.99	0.00%
< 40	0.00%

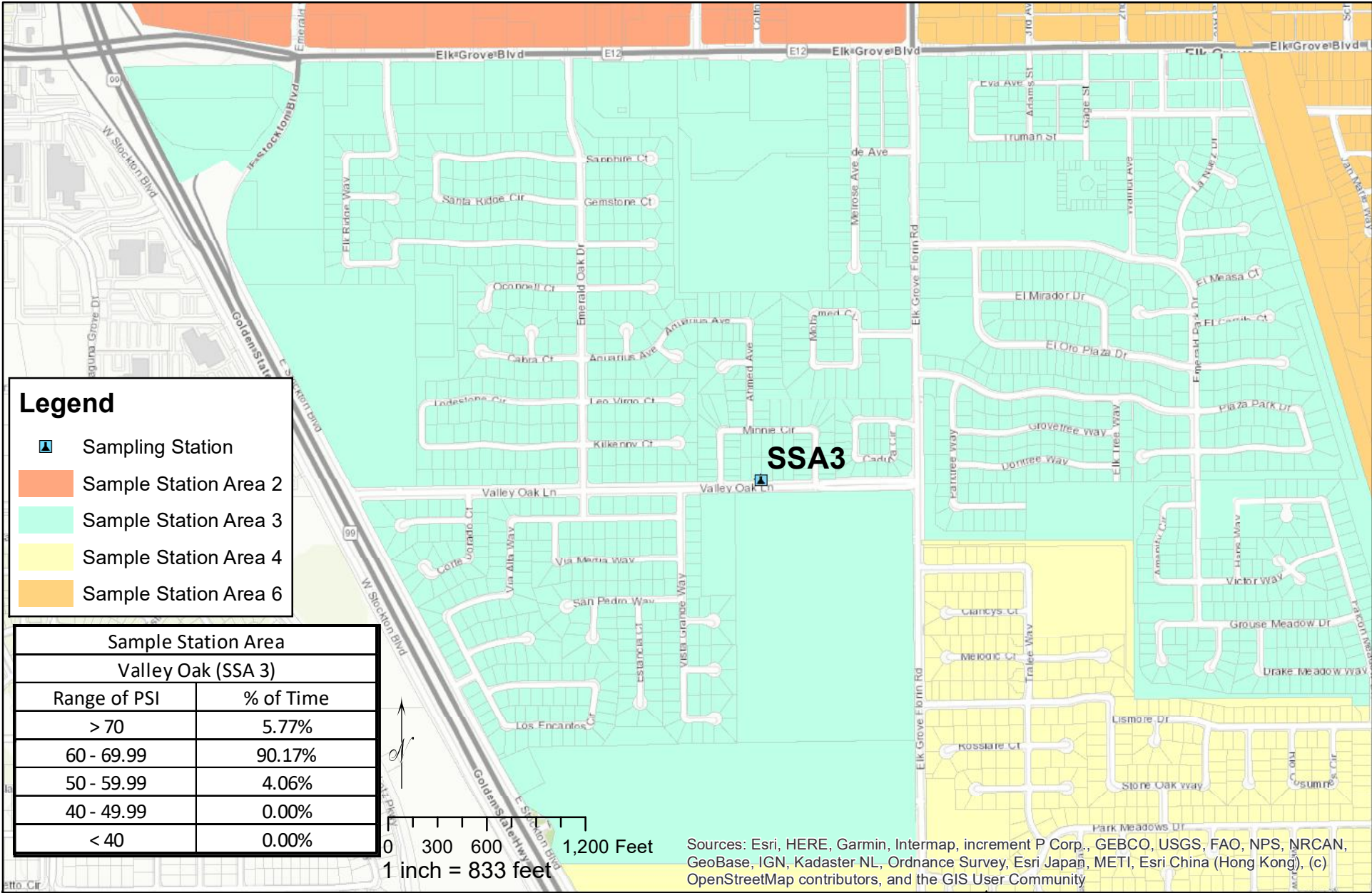
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

Sample Station #2
 Note: Sample Station takes a reading every 5 minutes.
 February 2021








Elk Grove Water District
System Pressure Monitoring

Projected Coordinate System:
 NAD 83 State Plane CA II FIPS 0402
 Source: EGWD GIS database
 Created by: Ben Voelz
 March 4, 2021



Legend

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

Sample Station Area	
Valley Oak (SSA 3)	
Range of PSI	% of Time
> 70	5.77%
60 - 69.99	90.17%
50 - 59.99	4.06%
40 - 49.99	0.00%
< 40	0.00%



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

Sample Station #3

Note: Sample Station takes a reading every 5 minutes.

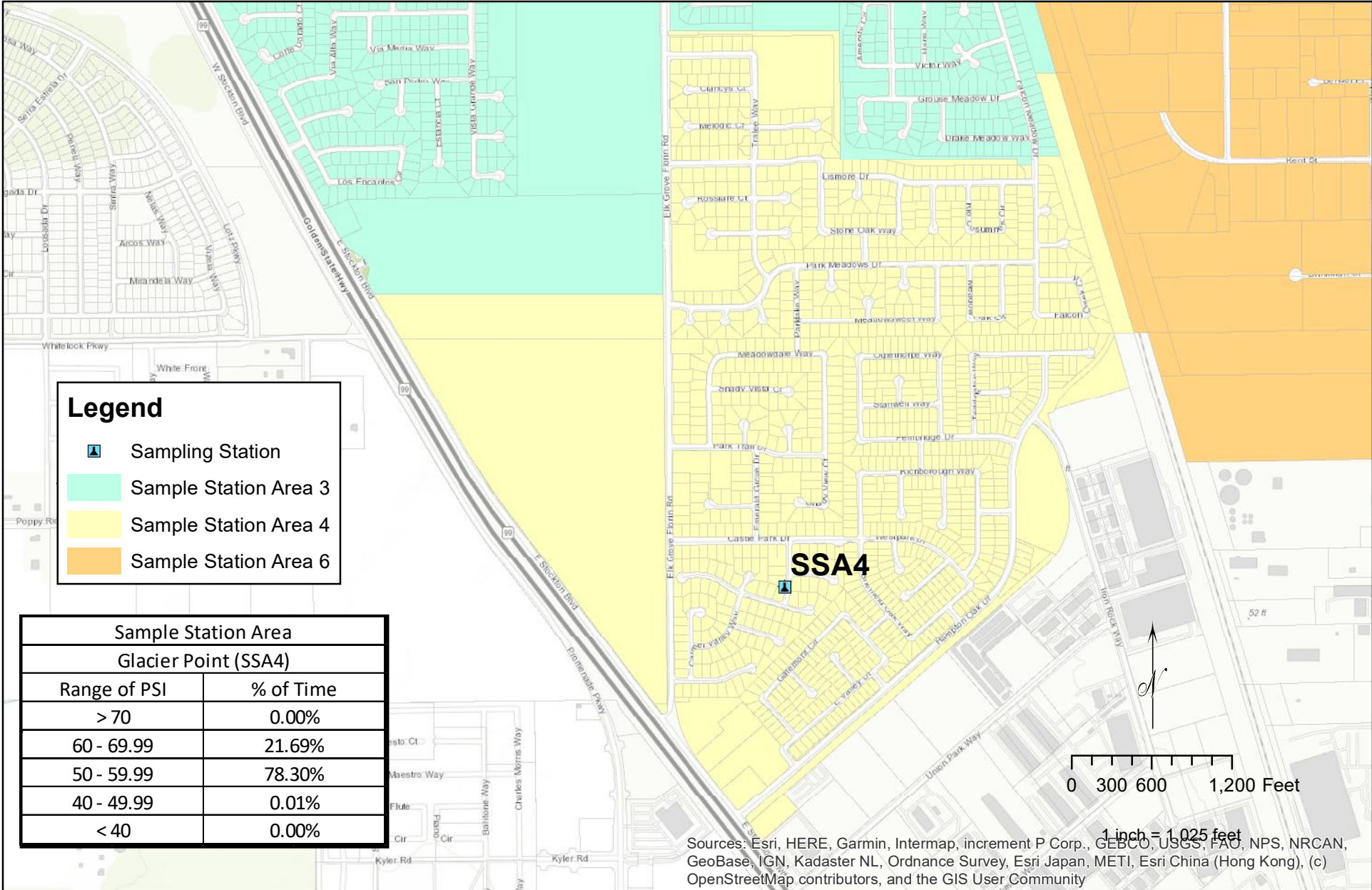
February 2021



Elk Grove Water District

System Pressure Monitoring

Projected Coordinate System:
 NAD 83 State Plane CA II FIPS 0402
 Source: EGWD GIS database
 Created by: Ben Voelz
 March 4, 2021



Sample Station #4

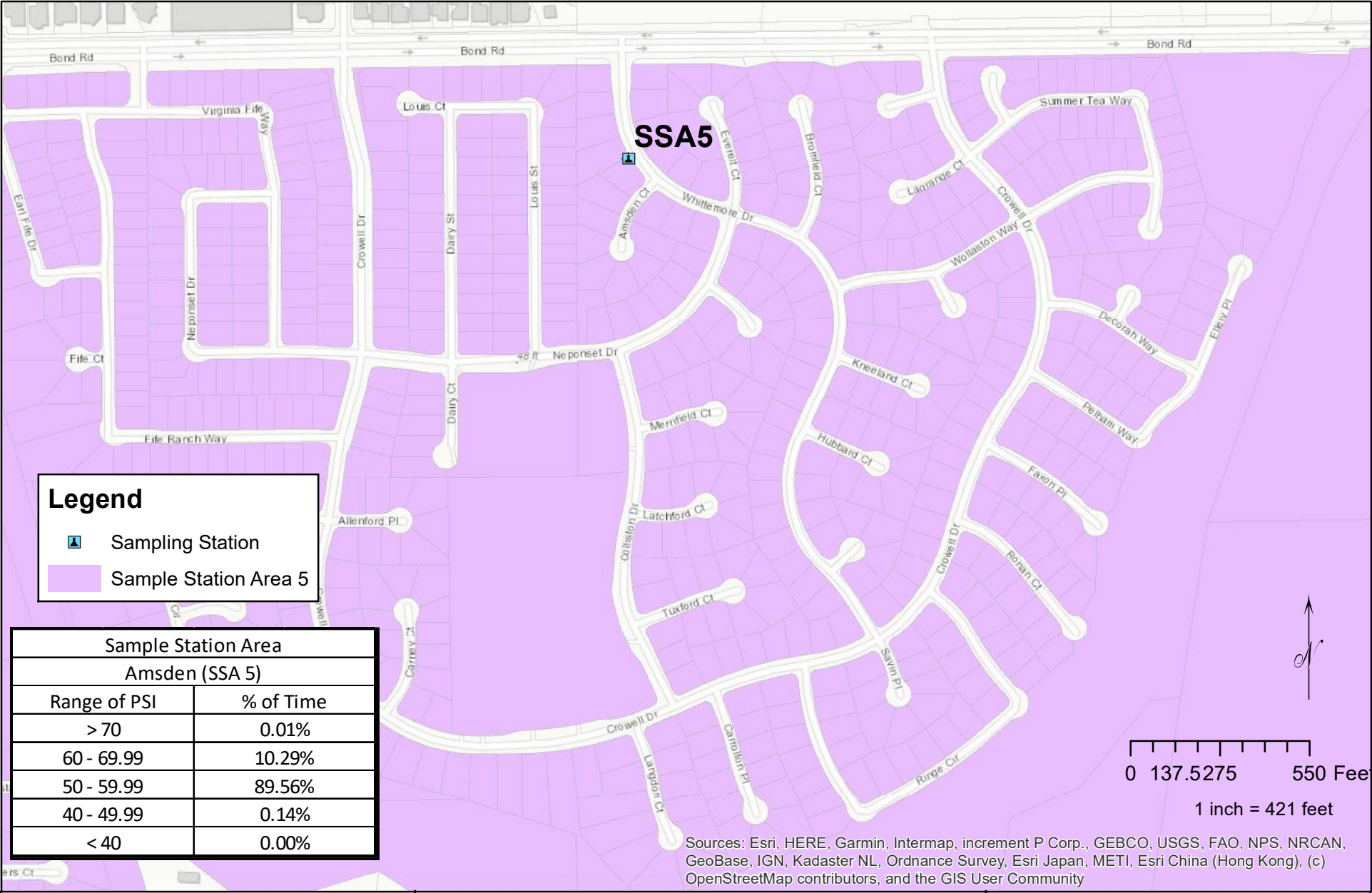
Note: Sample Station takes a reading every 5 minutes.

February 2021



Elk Grove Water District
System Pressure Monitoring


Projected Coordinate System:
NAD 83 State Plane CA II FIPS 0402
Source: EGWD GIS database
Created by: Ben Voelz
March 4, 2021



Sample Station #5

Notes: Sample Station takes a reading every 5 minutes.

February 2021



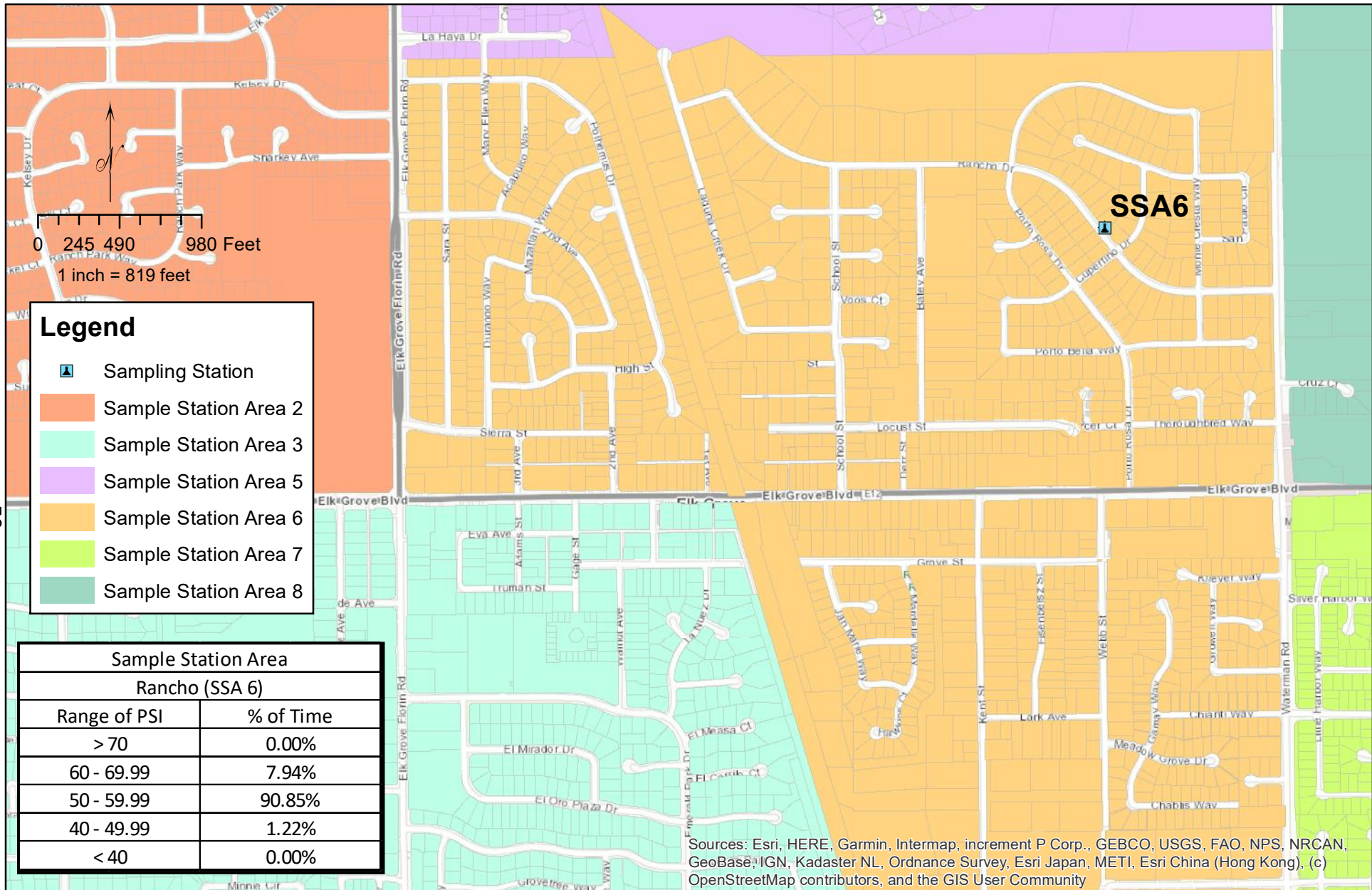
Elk Grove Water District

System Pressure Monitoring

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

Source: EGWD GIS database
Created by: Ben Voelz

March 4, 2021



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	0.00%
60 - 69.99	7.94%
50 - 59.99	90.85%
40 - 49.99	1.22%
< 40	0.00%

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

Sample Station #6

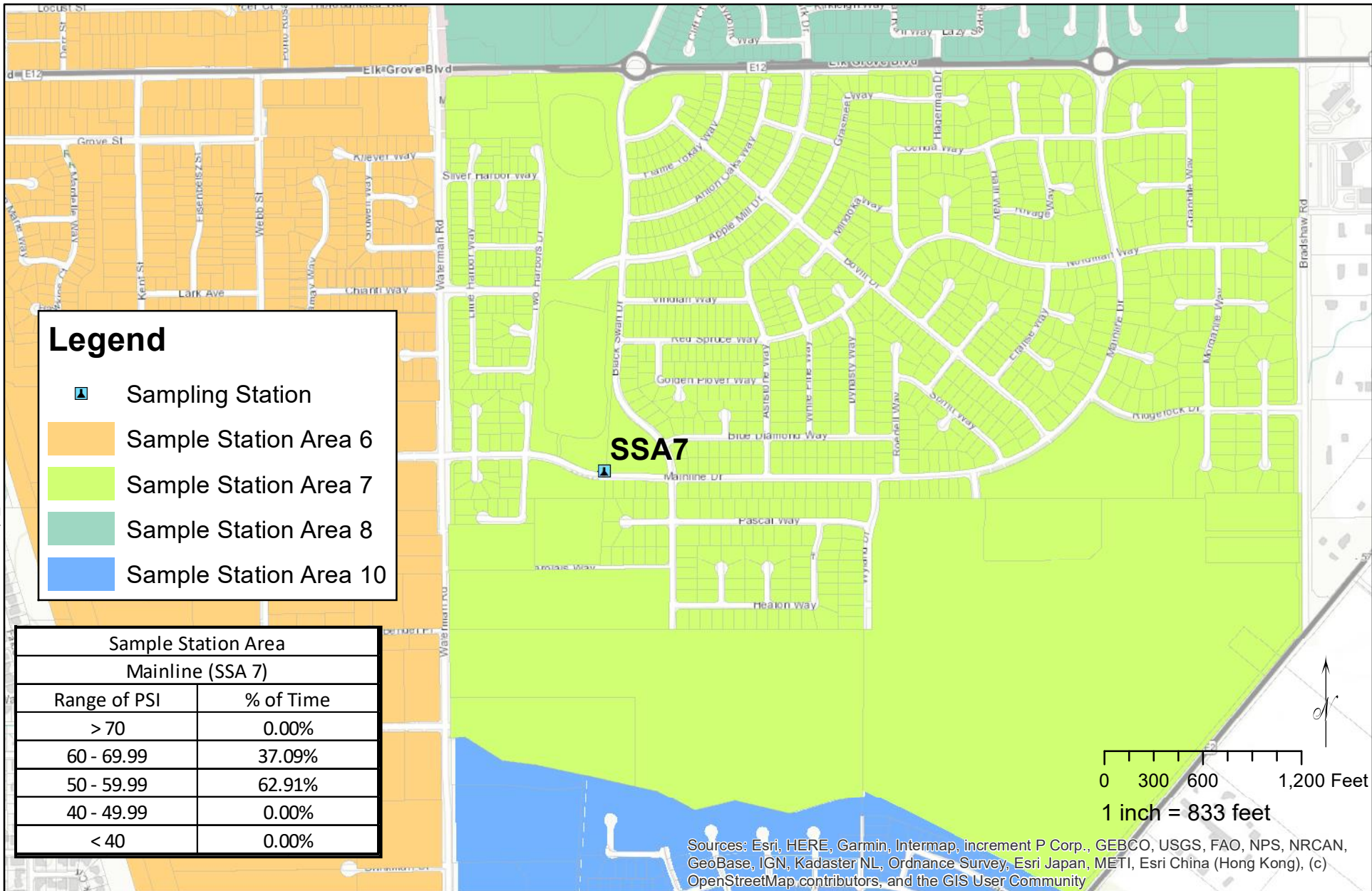
Note: Sample Station takes a reading every 5 minutes.

February 2021








Elk Grove Water District
System Pressure Monitoring

Projected Coordinate System:
NAD 83 State Plane CA II FIPS 0402
Source: EGWD GIS database
Created by: Ben Voelz
March 4, 2021



Legend

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

Sample Station Area	
Mainline (SSA 7)	
Range of PSI	% of Time
> 70	0.00%
60 - 69.99	37.09%
50 - 59.99	62.91%
40 - 49.99	0.00%
< 40	0.00%

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

Sample Station #7

Note: Sample Station takes a reading every 5 minutes.

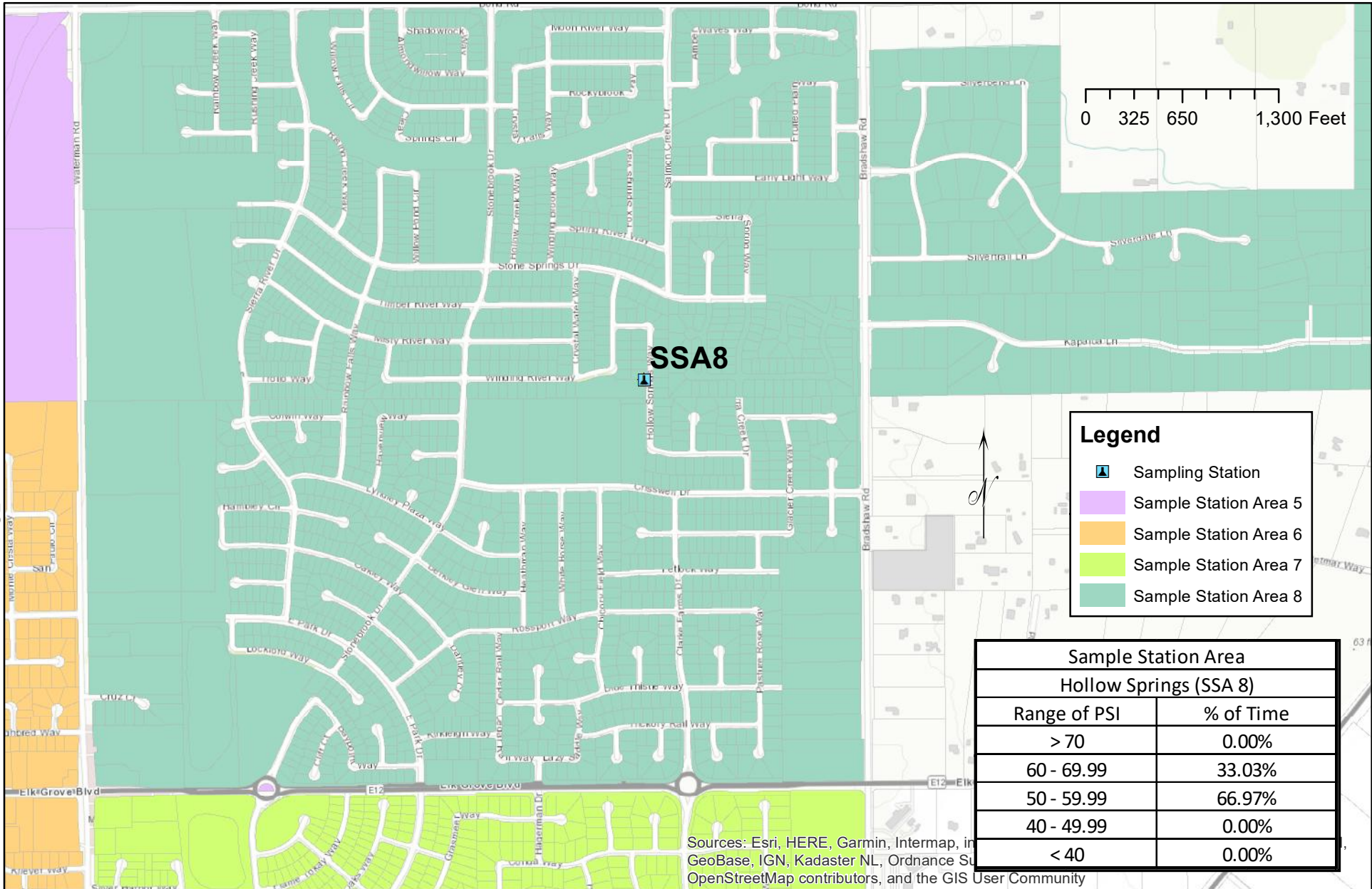
February 2021



Elk Grove Water District
System Pressure Monitoring

Projected Coordinate System:
NAD 83 State Plane CA II FIPS 0402
Source: EGWD GIS database
Created by: Ben Voelz
March 4, 2021

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Legend

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

Sample Station Area	
Hollow Springs (SSA 8)	
Range of PSI	% of Time
> 70	0.00%
60 - 69.99	33.03%
50 - 59.99	66.97%
40 - 49.99	0.00%
< 40	0.00%

Sources: Esri, HERE, Garmin, Intermap, in GeoBase, IGN, Kadaster NL, Ordnance Survey, OpenStreetMap contributors, and the GIS User Community

Sample Station #8

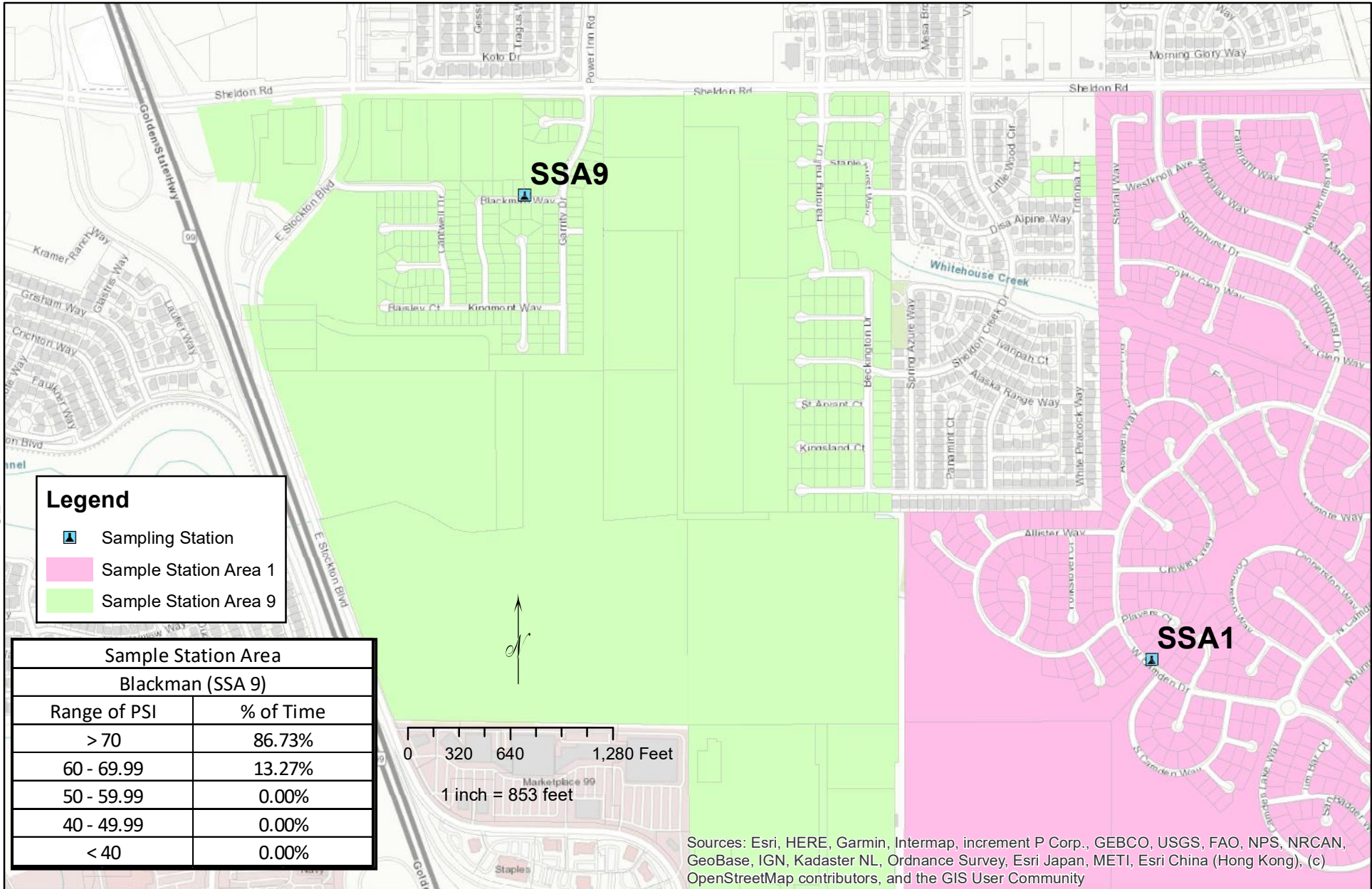
Note: Sample Station takes a reading every 5 minutes.

February 2021



Elk Grove Water District
System Pressure Monitoring

Projected Coordinate System:
NAD 83 State Plane CA II FIPS 0402
Source: EGWD GIS database
Created by: Ben Voelz
March 4, 2021



Sample Station #9

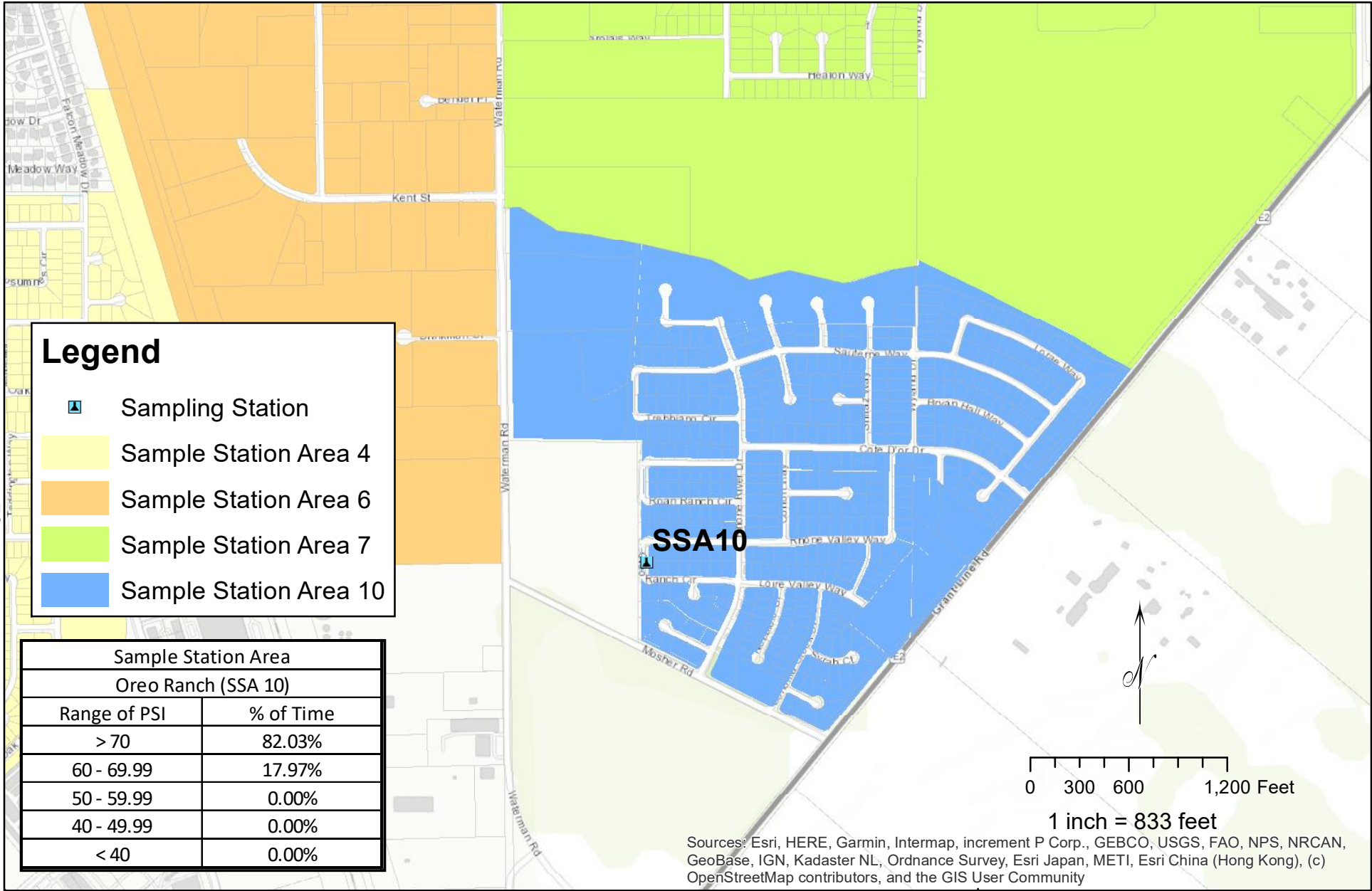
Note: Sample Station takes a reading every 5 minutes.

February 2021



Elk Grove Water District
System Pressure Monitoring

Projected coordinate system:
NAD 83 State Plane CA II FIPS 0402
Source: EGWD GIS database
Created by: Ben Voelz
March 4, 2021



Sample Station #10

Note: Sample Station takes a reading every 5 minutes.

February 2021



Elk Grove Water District
System Pressure Monitoring

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NAD 83 State Plane CA II FIPS 0402
Source: EGWD GIS database
Created by: Ben Voelz
March 4, 2021