

REGULAR MEETING OF THE FLORIN RESOURCE CONSERVATION DISTRICT BOARD OF DIRECTORS

Agenda

Tuesday, August 17, 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/84731009617> Meeting ID: 847 3100 9617

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. District awarded wellness grant from ACWA/JPIA

Associate Director Comment

Public Comment

	Page Numbers
2. Consent Calendar	4-5
(Stefani Phillips, Board Secretary and Patrick Lee, Treasurer)	
a. Minutes of Special Board Meeting of July 13, 2021	6-7
b. Minutes of Regular Board Meeting of July 20, 2021	8-9
c. Accounts Payable Check History – July 2021	10-13
d. Board and Employee Expense/Reimbursements – July 2021	14
e. Active Accounts – July 2021	15
f. Bond Covenant Status for FY 2021-22 – July 2021	16
g. Year to Date Revenues and Expenses Compared to Budget – July 2021	17
h. CASH - Detail Schedule of Investments– July 2021	18
i. Consultants Expenses – July 2021	19
j. Major Capital Improvement Projects – July 2021	20

Associate Director Comment

Public Comment

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

3. Elk Grove Water District Fiscal Year 2020-21 Quarterly Operating Budget Status Report	21-29
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(Patrick Lee, Finance Manager/Treasurer)

Associate Director Comment

Public Comment

Recommended Action: Provide direction as to the timing, frequency and amount of detail to include in future monthly and quarterly financial status reports.

4. Resumption of Penalties and Shutoffs	30-33
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(Patrick Lee, Finance Manager/Treasurer)

Associate Director Comment

Public Comment

Recommended Action: Provide direction as to when the District should resume the assessment of over the phone payment fees, door tag fees, late payment penalties and water shutoffs.

5. Records Retention and Disposal Policy	34-61
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(Stefani Phillips, Human Resources Administrator/Board Secretary)

Associate Director Comment

Public Comment

Recommended Action: Adopt Resolution No. 08.17.21.01, amending and replacing Resolution No. 10.17.18.02, the Records Retention Policy with the Records Retention and Disposal Policy.

- 6. Fiber Optic Line Project Contract** 62-116
(Bruce Kamilos, General Manager)
- Associate Director Comment
- Public Comment
- Recommended Action:** Authorize the General Manager to execute a construction contract in the amount of \$290,547.17 with Arrow Drillers, Inc. for the Fiber Optic Line Project.
- 7. Compact Track Loader with Cold Planer Purchase** 117-129
(Bruce Kamilos, General Manager)
- Associate Director Comment
- Public Comment
- Recommended Action:** Authorize the General Manager to execute a purchase order in the amount of \$91,385.15, including tax and license, with Bobcat of Sacramento to purchase a compact track loader with cold planer.
- 8. Juneteenth National Independence Day Holiday** 130-134
(Bruce Kamilos, General Manager)
- Associate Director Comment
- Public Comment
- Recommended Action:** Adopt Resolution No. 08.17.21.02, amending the Elk Grove Water District Employee Policy Manual Section 5.2 Holidays, 5.2.1 Observed Holidays, whereby Columbus Day is removed, and Juneteenth National Independence Day is added.
- 9. General Manager's Report** 135-138
(Bruce Kamilos, General Manager)
- Associate Director Comment
- Public Comment
- 10. Elk Grove Water District Operations Report – July 2021** 139-185
(Bruce Kamilos, General Manager)
- Associate Director Comment
- Public Comment
- 11. Directors Comments**
- Adjourn to Regular Meeting – September 21, 2021

August 17, 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 – j.

SUMMARY

Consent Calendar items a – j 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 – j.

DISCUSSION

Background

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

Present Situation

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

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

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.

CONSENT CALENDAR

Page 2

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

Tuesday, July 13, 2021

The special meeting of the Florin Resource Conservation District Board of Directors was called to order at 6:00 p.m. by Sophia Scherman, Chair, at 8820 Elk Grove Blvd., Elk Grove, CA.

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

Directors Present: Bob Gray, Tom Nelson, Elliot Mulberg, Sophia Scherman
Directors Absent: Lisa Medina
Staff Present: Bruce Kamilos, General Manager; Patrick Lee, Treasurer; Stefani Phillips, Board Secretary; Travis Franklin, Program Manager
Staff Absent: Donella Murillo, Finance Supervisor; Amber Kavert, Administrative Assistant II (Confidential)
Associate Directors Present: Paul Lindsay
Associate Directors Absent: None
General Counsel Present: None
Consultants Present: Paul Thomas, Taylor Hershey, and Jay Plaxco, A.P. Thomas Construction, Inc.; Bob Earl, Earl Consulting Co., LLC; Tyler Babcock and Joseph Serar, MFDB Architects

Public Comment

Nothing to report.

1. Administration Building Improvements Design Review

General Manager Bruce Kamilos provided background information on the build design process. He covered the costs, providing a revised budget summary looking at possible ways to shed some costs.

Director Elliot Mulberg asked if the estimates provided on the Comparison of Schedule of Values Budget (Attachment 1) were Mr. Kamilos' estimates and not actual estimates from the contractor. Mr. Kamilos responded that they were A.P. Thomas' estimates plus recommendations.

Bob Earl, Earl Consulting Co., LLC provided background on the contractors Request for Qualifications (RFQ) and Request for Proposal (RFP) process.

Director Mulberg asked if there is a cost advantage of delaying the project until prices of material go down. Mr. Earl explained that prices will never be the same as they once were, but there are some things that can be deferred to provide a sense of relief. Chair Sophia Scherman voiced that she would like to maintain course and not diminish quality.

Director Bob Gray questioned the generator and enclosure.

Mr. Kamilos mentioned staff will review the items on the schedule that have a significant price change and ask A.P. Thomas about them.

Director Mulberg asked, bottom line, is there enough money to move the project forward after project value engineering has been incorporated.

Patrick Lee, Finance Manager/Treasurer presented the reserves from June 30, 2020 through June 30, 2022. He mentioned the District has a cushion of \$500,000.

The Board's consensus was to move forward.

Adjourn to Regular Board Meeting on July 20, 2021 at 6:00 p.m.

Respectfully submitted,



Stefani Phillips, Board Secretary

AK/SP

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

Tuesday, July 20, 2021

The regular meeting of the Florin Resource Conservation District Board of Directors was called to order at 6:00 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: Bruce Kamilos, General Manager; Patrick Lee, Finance Manager/Treasurer; Donella Murillo, Finance Supervisor; Travis Franklin, Program Manager; Amber Kavert, Administrative Assistant II (Confidential)
Staff Absent: Stefani Phillips, Human Resources Administrator/Board Secretary
Associate Directors Present: Paul Lindsay
Associate Directors Absent: None
General Counsel Present: Ren Nosky, JRG Attorneys at Law

Public Comment

Nothing to report.

1. Proclamations and Announcements

Nothing to report.

2. Consent Calendar

- a. Minutes of Regular Board Meeting of June 15, 2021
- b. Accounts Payable Check History – June 2021
- c. Board and Employee Expense/Reimbursements – June 2021
- d. Active Accounts – June 2021
- e. Bond Covenant Status for FY 2020-21 – June 2021
- f. Revenues and Expenses – Actual vs Budget FY 2020-21 – June 2021
- g. Cash Accounts – June 2021
- h. Consultants Expenses – June 2021
- i. Major Capital Improvement Projects – June 2021

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

3. Elk Grove Water District Fiscal Year 2020-21 Quarterly Operating Budget Status Report

Director Elliot Mulberg requested this item be tabled until August. After much discussion, the Board agreed to have the item tabled.

Staff will bring this item back to the Board at the regular board meeting in August.

4. Elk Grove Water District Fiscal Year 2020-21 Quarterly Capital Reserve Status Report

Finance Manager Patrick Lee presented the item to the Board.

In summary, through the fourth quarter of Fiscal Year (FY) 2020-21, the Elk Grove Water District (EGWD) expended \$2,866,603 for capital projects and \$1,887 for elections. The total amount expended of \$2,866,603 for capital projects includes \$31,651 of expenditures related to projects carrying over from prior year but not budgeted for in the FY 2020-21 Capital Improvement Program (CIP) program. Per Resolution No. 11.17.20.02, EGWD also expended \$1,628,039 from excess operating reserves to pay down the unfunded accrued liabilities with CalPERS, leaving a remaining total reserve balance on June 30, 2021 of \$13,818,029.

5. Professional Services Agreement Renewal for Information Technology Services

Mr. Lee presented the item to the Board.

In summary, Solutions by BG, Inc. (Consultant) is providing Information Technology (IT) services to the Florin Resource Conservation District/EGWD (District) under a Professional Services Agreement (PSA) set to expire on August 16, 2021. Staff recommended that a new PSA be executed to renew and establish terms and requirements for the next three (3) years. It is important to note that this procurement was recommended as a sole-source procurement and, therefore, competitive solicitation was not required. In accordance with the requirements specified in the District's Professional and Consultant Services Agreements policy, Section 6(c)(i), competitive bidding is required "unless the General Manager determines that there is sufficient sole-source justification." Staff reviewed the matter with the General Manager and concluded that the sole-source procurement of IT services is justified in accordance with Section 7(a)(iii) of the District's Professional and Consultant Services Agreements policy, which states that sole source procurement are justified when "only one source meets the business needs of the District (e.g., compatibility and/or unique feature to meet District's business needs)".

MSC (Medina/Scherman) to adopt Resolution No. 07.20.21.01, waiving the competitive bidding process as prescribed in the District's Professional and Consultant Services Agreements policy, and authorizing the General Manager to execute a professional services agreement with Solutions by BG, Inc. to provide information technology services in an amount not-to-exceed \$792,676 over a three-year term. 5/0: Ayes: Gray, Medina, Mulberg, Nelson and Scherman.

6. Future Florin Resource Conservation District Board Meetings

Mr. Kamilos presented the item to the Board.

After a discussion, the Board agreed to continue having board meetings via zoom until September. Staff will bring the item back for discussion in September.

7. General Manager's Report

Mr. Kamilos presented the item to the Board.

8. Legislative Update and Potential Direction to Staff

Program Manager Travis Franklin updated the Board on legislative matters.

9. Elk Grove Water District Operations Report – June 2021

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

He explained that the District is working on a new method of boring to replace service lines. If the new method works, it will save time and money.

10. Directors Comments

A discussion was held regarding customer correspondence with Board members. Vice-Chair Tom Nelson suggested creating a generic response that Board members could respond to customers who reach out to them. Staff will work on creating a generic response letter.

Adjourn to Regular Board Meeting on August 17, 2021.

Respectfully submitted,

Stefani Phillips

Stefani Phillips, Board Secretary

AK/SP

Accounts Payable Check History Report

7/1/2021 to 7/31/2021
Elk Grove Water District

Check Number	Check Date	Vendor Number	Vendor Name	Check Amount	Explanation
053286	7/14/2021	AMAZON	AMAZON CAPITAL SERVICES	419.38	
053287	7/14/2021	AQUA ME	AQUA-METRIC SALES, CO.	2,654.96	Meters - Distribution
053288	7/14/2021	BRENNTA	BRENNTAG PACIFIC, INC	922.94	Materials & Supplies - Treatment
053289	7/14/2021	BSK4	BSK ASSOCIATES	671.00	Sampling - Treatment
053290	7/14/2021	CINTAS2	CINTAS	174.62	
053291	7/14/2021	COAC	COOPER OATES AIR CONDITIONING	455.00	
053292	7/14/2021	COUNTY	COUNTY OF SACRAMENTO	606,269.47	Sacramento County Water Billings - May - June 2021
053293	7/14/2021	CPHILLI	CHRIS PHILLIPS	91.45	Boot Reimbursement
053294	7/14/2021	CS AA	CARD SERVICES	842.70	Materials & Supplies - Utility Crew
053295	7/14/2021	CS DM	CARD SERVICES	22.90	Software, Materials & Supplies - ADMIN
053296	7/14/2021	CS SH	CARD SERVICES	659.77	Materials & Supplies - Distribution Crew
053297	7/14/2021	CS SP	CARD SERVICES	875.16	Materials, Supplies, Document Storage, Software Programs
053298	7/14/2021	CS SS	CARD SERVICES	568.93	Materials & Supplies - Treatment Crew
053299	7/14/2021	CS TF	CARD SERVICES	27.78	ADMIN Ramp
053300	7/14/2021	CSPL	CARD SERVICES	13.50	
053301	7/14/2021	DATAPRO	DATAPROSE LLC	48.61	
053302	7/14/2021	EARL CO	EARL CONSULTING CO., LLC	281.25	Project Management - New ADMIN Building
053303	7/14/2021	EG FORD	ELK GROVE FORD	1,290.00	(3) Invoices - Repairs & Maintenance - Vehicles
053304	7/14/2021	EMP REL	EMPLOYEE RELATIONS, INC	49.37	
053305	7/14/2021	FASTENA	FASTENA COMPANY	61.63	
053306	7/14/2021	FRONT C	FRONTIER COMMUNICATIONS	257.91	
053307	7/14/2021	GRAINGE	GRAINGER	569.14	Materials & Supplies - Treatment
053308	7/14/2021	HOLT	HOLT OF CALIFORNIA	3,205.31	Repairs & Maintenance - Excavator
053309	7/14/2021	HOPKINS	HOPKINS TECHNICAL PRODUCTS	1,434.75	Materials & Supplies - Treatment
053310	7/14/2021	ICONIX	ICONIX WATERWORKS (US) INC.	1,389.98	(2) Invoices - Materials & Supplies - Water Main Replacement Project
053311	7/14/2021	JAYS	JAY'S TRUCKING SERVICE	618.09	Materials & Supplies - Water Main Replacement Project
053312	7/14/2021	JRG	JRG ATTORNEYS, LLP	2,958.00	Legal - June 2021
053313	7/14/2021	KREAT	KREATIVE DESIGN/MARKETING	217.35	
053314	7/14/2021	LCW	LIEBERT CASSIDY WHITMORE	169.00	Legal - June 2021
053315	7/14/2021	LIGHTSP	LIGHTSPEED SERVICES INC	13,280.00	Fiber Optic Design
053316	7/14/2021	MACWATT	MACLEOD WATTS, INC.	1,950.00	GASB 75 Actuarial Report for June 30th 2021
053317	7/14/2021	NORCAL	NOR*CAL ASPHALT	30,923.00	Asphalt Installation - Water Main Replacement Project
053318	7/14/2021	NTS	NTS MIKEDON. LLC	2,671.82	(6) Invoices - Rental Equipment - Water Main Replacement Project
053319	7/14/2021	PACE	PACE SUPPLY CORP	1,687.91	(3) Invoices - Materials & Supplies - Distribution
053320	7/14/2021	PLATT2	PLATT	221.12	
053321	7/14/2021	PURCH	PURCHASE POWER	13.99	
053322	7/14/2021	RBI	ROBERTSON-BRYAN, INC	1,524.00	Slug Control and Sampling Plan
053323	7/14/2021	RDO EQU	RDO EQUIPMENT CO.	1,613.89	Repairs & Maintenance - Vermeer Vactor
053324	7/14/2021	ROOCO	ROOCO RENTS	1,575.50	Materials & Supplies - Water Main Replacement Project
053325	7/14/2021	SAFETY	SAFETY CENTER, INC	1,500.00	Excavation Training

053326	7/14/2021	SIERRA	SIERRA OFFICE SUPPLIES	254.24	
053327	7/14/2021	SMUD	SMUD	6,939.57	
053328	7/14/2021	SMUD	SMUD	449.99	
053329	7/14/2021	SMUD	SMUD	9,781.96	
053330	7/14/2021	SMUD	SMUD	12,817.71	
053331	7/14/2021	SMUD	SMUD	3,122.65	
053332	7/14/2021	SMUD	SMUD	45.99	
053333	7/14/2021	SMUD	SMUD	636.80	
053334	7/14/2021	SMUD	SMUD	7,225.43	
053335	7/14/2021	SMUD	SMUD	3,588.97	
053336	7/14/2021	SOFT RE	SOFTRESOURCES SOFTWARE	20,965.00	Financial System Needs Assessment - June 2021
053337	7/14/2021	TESCO	TESCO CONTROLS, INC	1,223.12	Repairs & Maintenance - Well 4D PLC
053338	7/14/2021	TULLY	TULLY & YOUNG, INC.	9,342.50	June 2021 - UWMP
053339	7/14/2021	USS	UNITED SITE SERVICES	972.20	Facilities - June - Water Main Replacement Project
053340	7/14/2021	VERIZON	VERIZON WIRELESS	768.73	
053341	7/14/2021	WALKER	WALKER KREATIVE	1,700.00	June Social Media Public Outreach Campaign
053342	7/14/2021	WILSON	MARCELL WILSON	350.00	Boot Reimbursement
053343	7/15/2021	ACWA JP	ACWA JPIA	31,252.24	*Renewal Property Insurance
053344	7/15/2021	AMAZON	AMAZON CAPITAL SERVICES	146.00	
053345	7/15/2021	BG SOLU	SOLUTIONS BY BG INC.	10,822.00	Daily Tasks/Help Tickets
053346	7/15/2021	CCHTC	CHICAGO TITLE COMPANY	33.36	Account Closed - Customer Refund
053347	7/15/2021	CFFNT	FIDELITY NATIONAL TITLE	133.57	Account Closed - Customer Refund
053348	7/15/2021	CINTAS2	CINTAS	348.62	
053349	7/15/2021	CONSOLI	CONSOLIDATED COMMUNICATIONS	1,307.60	Ethernet Service/Phones-MOC/ADMIN
053350	7/15/2021	COVER A	COVERALL NORTH AMERICA, INC	859.00	Janitorial Services - ADMIN
053351	7/15/2021	CR LTI	LENNAR TITLE	175.59	Account Closed - Customer Refund
053352	7/15/2021	CRF LEN	LENNAR HOMES CA, INC	64.99	Account Closed - Customer Refund
053353	7/15/2021	CRF LEN	LENNAR HOMES CA, INC	411.05	Account Closed - Customer Refund
053354	7/15/2021	CRF PL	PAUL LINDSAY	1,694.69	Account Closed - Customer Refund
053355	7/15/2021	CRF RGE	ROGER GELLINGS	5.68	Account Closed - Customer Refund
053356	7/15/2021	CRF TAY	TAYLOR MORRISON	17.10	Account Closed - Customer Refund
053357	7/15/2021	CRF TAY	TAYLOR MORRISON	5.60	Account Closed - Customer Refund
053358	7/15/2021	CRF TAY	TAYLOR MORRISON	32.60	Account Closed - Customer Refund
053359	7/15/2021	CRF VOV	VICTORIA ORTIZ-VALLES	6.11	Account Closed - Customer Refund
053360	7/15/2021	CRFFTC	FIRST AMERICAN TITLE COMPANY	12.68	Account Closed - Customer Refund
053361	7/15/2021	CRFJAL	JOAN ALSTEAD	88.03	Account Closed - Customer Refund
053362	7/15/2021	DAC	DAC	1,500.00	*Annual Fee EC
053363	7/15/2021	DB COLS	DB CONSTRUCTIONAL LANDSCAPE	2,250.00	June Maintenance for all Wellsite's and Offices
053364	7/15/2021	E&M	E&M ELECTRIC & MACHINERY, INC	14,455.00	*Product Software Annual Renewal - SCADA
053365	7/15/2021	JPIA	ACWA/JOINT POWERS INSURANCE	69,452.86	Medical Benefits - July 2021
053366	7/15/2021	PAGE	PAGE SUPPLY CORP	2,033.00	Materials & Supplies - Distribution Crew
053367	7/15/2021	PEST	PEST CONTROL CENTER INC	84.00	
053368	7/15/2021	RADIAL	RADIAL TIRE OF ELK GROVE	1,226.53	Repairs & Maintenance - Vehicle
053369	7/15/2021	REPUBLI	REPUBLIC SERVICES #922	1,789.66	
053370	7/15/2021	REPUBLI	REPUBLIC SERVICES #922	77.48	
053371	7/15/2021	SAC 5	SACRAMENTO COUNTY	20.00	Lien Release
053372	7/15/2021	SAC 5	SACRAMENTO COUNTY	20.00	Lien Release
053373	7/15/2021	SAC 5	SACRAMENTO COUNTY	20.00	Lien Release
053374	7/15/2021	SAC 5	SACRAMENTO COUNTY	20.00	Lien Release

053375	7/15/2021	SAC 5	SACRAMENTO COUNTY	20.00	Lien Release
053376	7/15/2021	SAC 5	SACRAMENTO COUNTY	20.00	Lien Release
053377	7/15/2021	SIERRA	SIERRA OFFICE SUPPLIES	235.89	
053378	7/15/2021	SWRCB2	SWRCB-DWOCP	90.00	Renewal Certification D3 - Dave Frederick
053379	7/15/2021	TEICH A	TEICHERT AGGREGATES	489.45	
053380	7/21/2021	ACWA JP	ACWA JPIA	23,159.40	Workers' Compensation Program - 4th Quarter
053381	7/21/2021	AQUA ME	AQUA-METRIC SALES, CO.	3,060.10	Meters - Distribution
053382	7/21/2021	CD&POW	CD & POWER	2,593.40	Repairs & Maintenance - Generator Main Control Board - Treatment
053383	7/21/2021	CHECK P	CHECK PROCESSORS, INC	341.80	
053384	7/21/2021	CS BK	CARD SERVICES	445.98	Software, Materials & Supplies - Wellness Grant
053385	7/21/2021	DMV	DMV	15.00	
053386	7/21/2021	GEO REE	GEORGE REED INC.	37,951.00	Unforeseen Capital Projects
053387	7/21/2021	INT STA	INTERSTATE OIL COMPANY	2,152.55	Fuel
053388	7/21/2021	KAISER3	THE PERMANENTE MEDICAL	196.00	
053389	7/21/2021	LAKE V	LAKE VUE ELECTRIC, INC	3,588.00	(2) Invoices - Repairs & Maintenance - MOC
053390	7/21/2021	PG&E	PACIFIC GAS & ELECTRIC COMPANY	16.67	
053391	7/21/2021	RBI	ROBERTSON-BRYAN, INC	127.00	2020-2022 CCR & 2022 PHG Report
053392	7/21/2021	ROOCO	ROOCO RENTS	1,628.10	Materials & Supplies - Water Main Replacement Project
053393	7/21/2021	SUMMIT	AIR WORKS INC	169.00	
053394	7/21/2021	USBANK	U.S. BANK EQUIPMENT FINANCE	702.32	
053395	7/21/2021	AMAZON	AMAZON CAPITAL SERVICES	129.66	
053396	7/21/2021	BAY ALA	BAY ALARM COMPANY	1,307.98	Security - Wellsite's, MOC & ADMIN
053397	7/21/2021	CINTAS	CINTAS	288.17	
053398	7/21/2021	COEG	CITY OF ELK GROVE	256.60	
053399	7/21/2021	CRF ANA	ANTONIO ARREGUIN	36.86	Account Closed - Customer Refund
053400	7/21/2021	CRF CBO	CINDY BOGUE	9.41	Account Closed - Customer Refund
053401	7/21/2021	CRF CHU	CHUI FAMILY TRUST	941.00	Account Closed - Customer Refund
053402	7/21/2021	CRF JGU	JAIME P. GUTIERREZ	49.52	Account Closed - Customer Refund
053403	7/21/2021	CRF LIF	LUIS & IRENE FARIA	76.51	Account Closed - Customer Refund
053404	7/21/2021	CRF OMF	OMAR MOHAMMED FEDA	115.92	Account Closed - Customer Refund
053405	7/21/2021	CRF OR3	ORANGE COAST TITLE	20.75	Account Closed - Customer Refund
053406	7/21/2021	CRF SAV	SAVIDGE INC.	1,739.91	Account Closed - Customer Refund
053407	7/21/2021	CRF WEC	WESTERN ENGINEERING	281.72	Account Closed - Customer Refund
053408	7/21/2021	CRFFTC	FIRST AMERICAN TITLE COMPANY	23.51	Account Closed - Customer Refund
053409	7/21/2021	CRFOLD1	OLD REPUBLIC TITLE COMPANY	5.89	Account Closed - Customer Refund
053410	7/21/2021	JPIA	ACWA/JOINT POWERS INSURANCE	60,955.78	Medical Benefits - August 2021
053411	7/21/2021	METRO2	METRO MAILING SERVICE	2,997.92	Consumer Confidence Report - Mailer
053412	7/21/2021	PACE	PACE SUPPLY CORP	2,536.40	Construction Meter - Distribution
053413	7/21/2021	RWA	REGIONAL WATER AUTHORITY	28,937.00	*RWA 2021 - 2022 Annual Dues
053414	7/21/2021	RWA	REGIONAL WATER AUTHORITY	14,143.00	*RWA WEP FY 2021-2022 Annual Dues
053415	7/21/2021	SAC 5	SACRAMENTO COUNTY	20.00	Lien Release
053416	7/21/2021	SAC 5	SACRAMENTO COUNTY	20.00	Lien Release
053417	7/21/2021	SAC 5	SACRAMENTO COUNTY	20.00	Lien Release
053418	7/21/2021	SIERR C	SIERRA CHEMICAL COMPANY	902.10	Materials & Supplies - Treatment
053419	7/21/2021	SIERRA	SIERRA OFFICE SUPPLIES	77.57	
053420	7/21/2021	USBANK	U.S. BANK EQUIPMENT FINANCE	702.32	
053421	7/21/2021	IRS4	INTERNAL REVENUE SERVICE	176.47	941 Payroll Federal Taxes
053422	7/28/2021	BEN RES	BENEFIT RESOURCE, INC	250.00	
053423	7/28/2021	BSK4	BSK ASSOCIATES	283.00	Sampling - Treatment

053424	7/28/2021	CASTEAM	CALIFORNIA STEAM	428.18	
053425	7/28/2021	COUNTY3	COUNTY OF SACRAMENTO	180.00	
053426	7/28/2021	GRAINGE	GRAINGER	535.85	(3) Invoices - Materials & Supplies - Treatment
053427	7/28/2021	HERBURG	HERBURGER PUBLICATIONS, INC	66.00	Public Notice - Fiber Optic Line
053428	7/28/2021	JAYS	JAY'S TRUCKING SERVICE	904.08	Materials & Supplies - Back Yard Water Mains
053429	7/28/2021	LCW	LIEBERT CASSIDY WHITMORE	2,341.00	Legal - July 2021
053430	7/28/2021	PACE	PACE SUPPLY CORP	12.87	
053431	7/28/2021	PETTY	PETTY CASH	224.24	
053432	7/28/2021	TEICH A	TEICHERT AGGREGATES	563.24	Materials & Supplies - Water Main Replacement Project
053433	7/28/2021	UNDER	UNDERGROUND SERVICE ALERT	4,407.97	*Annual Billable Tickets - 811 Dig
053434	7/28/2021	AFLAC	AFLAC	2,470.08	
053435	7/28/2021	AMAZON	AMAZON CAPITAL SERVICES	90.43	
053436	7/28/2021	BG SOLU	SOLUTIONS BY BG INC.	10,910.88	Daily Tasks/Help Tickets
053437	7/28/2021	BRENNTA	BRENNTAG PACIFIC, INC	3,513.52	(3) Invoices - Materials & Supplies - Treatment
053438	7/28/2021	BSK4	BSK ASSOCIATES	1,437.75	Sampling - Treatment
053439	7/28/2021	CAL CUT	CALIFORNIA CUT & CORE, INC	1,410.00	Flat Sawing - Kelsey Drive - Water Main Replacement Project
053440	7/28/2021	CCPPM	CCPPM	107.25	
053441	7/28/2021	CINTAS2	CINTAS	174.00	
053442	7/28/2021	CRF AMA	ANDREW MANSEN	91.87	Account Closed - Customer Refund
053443	7/28/2021	CRF BCH	BAOHUA CHEN	112.99	Account Closed - Customer Refund
053444	7/28/2021	CRF CIL	CINDY LU	103.68	Account Closed - Customer Refund
053445	7/28/2021	CRF JPA	JUDITH ANN PARKS	95.71	Account Closed - Customer Refund
053446	7/28/2021	CRF KSM	KIM SMEDLEY	60.08	Account Closed - Customer Refund
053447	7/28/2021	CRF LAO	LANCE AOKI	78.43	Account Closed - Customer Refund
053448	7/28/2021	CRF MAL	MICHAEL ALVAREZ	160.85	Account Closed - Customer Refund
053449	7/28/2021	CRF MBR	MELISSA BRYANT	146.07	Account Closed - Customer Refund
053450	7/28/2021	CRF TAY	TAYLOR MORRISON	27.68	Account Closed - Customer Refund
053451	7/28/2021	ELK LOC	ELK GROVE LOCK AND SAFE CO	30.12	
053452	7/28/2021	FRONT C	FRONTIER COMMUNICATIONS	257.23	
053453	7/28/2021	HACH	HACH COMPANY	306.17	
053454	7/28/2021	INT STA	INTERSTATE OIL COMPANY	2,114.74	Fuel
053455	7/28/2021	JAYS	JAY'S TRUCKING SERVICE	1,856.80	Materials & Supplies - Water Main Replacement Project
053456	7/28/2021	MARS CO	OW INVESTORS, LLC	1,406.13	Meter Accuracy Tester
053457	7/28/2021	NTS	NTS MIKEDON. LLC	513.34	(3) Invoices - Rental Equipment - Water Main Replacement Project
053458	7/28/2021	PACE	PACE SUPPLY CORP	38,436.79	(6) Invoices - Materials & Supplies - Water Main Replacement Project
053459	7/28/2021	PAULA M	PAULA MAITA & COMPANY	23.60	
053460	7/28/2021	PEST	PEST CONTROL CENTER INC	84.00	
053461	7/28/2021	PIRTEK	PIRTEK POWER INN	104.70	
053462	7/28/2021	ROOCO	ROOCO RENTS	813.40	Materials & Supplies - Water Main Replacement Project
053463	7/28/2021	SAC TAX	SACRAMENTO COUNTY	433.57	Secured Property Tax Bill - 9829 Waterman Road
053464	7/28/2021	SIERRA C	SIERRA CHEMICAL COMPANY	480.15	
053465	7/28/2021	SIERRA	SIERRA OFFICE SUPPLIES	712.11	
053466	7/28/2021	TEICH A	TEICHERT AGGREGATES	950.66	(2) Invoices - Materials & Supplies - Water Main Replacement Project
053467	7/28/2021	TRAFF S	TRAFFIC SIGN SPECIALTIES	300.00	
053468	7/28/2021	USS	UNITED SITE SERVICES	972.20	Facilities - July - Water Main Replacement Project

Total: 1,179,488.12

Active Account Information
As of 07/31/2021

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
Water Accounts:												
Metered												
Residential	12,305											
Commercial	362											
Irrigation	183											
Fire Service	183											
Total Accounts	13,033	-	-	-	-	-	-	-	-	-	-	-

Active Account Information
FY 2020/2021

	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	12,298	12,301	12,309	12,317
Commercial	363	363	364	363	362	363	361	363	363	362	362	362
Irrigation	178	178	178	181	180	180	181	181	183	184	183	182
Fire Service	180	180	181	182	180	180	180	181	183	183	182	182
Total Accounts	12,882	12,884	13,031	13,020	13,017	13,034	13,014	13,016	13,027	13,030	13,036	13,043

**Bond Covenant Status
For Fiscal Year 2020-21
As of 07/31/2021**

Operating Revenues:	
Charges for Services	\$ 1,662,175
 Operating Expenses:	
Salaries & Benefits	333,010
Seminars, Conventions and Travel	285
Office & Operational	116,977
Purchased Water	342,532
Outside Services	39,975
Equipment Rent, Taxes, and Utilities	3,441
Total Operating Expenses	836,220
 Net Operating Income	 \$ 825,956
Annual Interest & Principal Payments \$3,882,499	\$ 323,542 (1)
 Debt Service Coverage Ratio, YTD Only:	 2.55
 Required	 1.15

Notes

1. Reflects budget divided by number of months year to date.
However, first Principal/Interest Payments made in September.
Projected Annual Budget Coverage Ratio is **1.26**

**Year to Date Revenues and Expenses Compared to Budget
As of 07/31/2021**

	General Ledger Reference	YTD Activity	Annual Budget	1/12=8.33% % Realized
Revenues	4100 - 4900	\$ 1,662,175	\$ 15,716,094	10.58%
Operating Expenses				
Salaries & Benefits	5100 - 5280	350,710	4,619,614	7.59%
less Capitalized Labor		(17,700)	(400,192)	4.42%
Adjusted Salaries and Benefits:		\$ 333,010	\$ 4,219,422	7.89%
Seminars, Conventions and Travel	5300 - 5350	285	48,859	0.58%
Office & Operational	5410 - 5494	116,977	1,345,271	8.70%
Purchased Water est. (1)	5495 - 5495	342,532	3,511,320	9.76%
Outside Services	5505 - 5580	39,975	1,150,358	3.48%
Equipment Rent, Taxes, Utilities	5620 - 5760	3,441	561,740	0.61%
Total Operational Expenses		\$ 836,220	\$ 10,836,970	7.72%
Net Operating Income		\$ 825,956	\$ 4,879,124	16.93%
Non-Operating Revenues				
Interest Received	9910 - 9910	9,383	25,000	37.53%
Unrealized Gains/(Losses)	9911 - 9911	10,525	-	100.00%
Other Income/(Expense)	9920 - 9973	-	-	0.00%
Total Non-Operating Revenues		\$ 19,908	\$ 25,000	79.63%
Non-Operating Expenses				
Election Costs	9950 - 9950	-	-	0.00%
Capital Expenses (2):				
Capital Improvements	1705 - 1760	(2,271)	2,975,000	-0.08%
Capital Replacements	1705 - 1760	59,426	1,980,000	3.00%
Unforeseen Capital Projects	1705 - 1760	-	100,000	0.00%
Total Capital Expenses:		\$ 57,156	\$ 5,055,000	1.13%
Bond Interest Accrued (3)	7300 - 7300	120,208	1,442,499	8.33%
Total Non Operating Expenses		\$ 177,364	\$ 6,497,499	2.73%
Bond Retirement (4):		\$ 203,333	\$ 2,440,000	8.33%
Total Expenditures		1,197,010	19,749,469	6.06%
Revenues in Excess of All Expenditures, including Capital		\$ 465,166	\$ (4,033,375)	-11.53%

Notes:

1. 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.
2. YTD Activity includes \$17,700 in capitalized labor charged to capital projects.
3. Bond retirement payments are made two times a year in September and March
4. Accounts receivable balance, which represents the difference between the total amount billed and total amount collected, as of July 31, 2021 is \$518,943.27.

**CASH - Detail Schedule of Investments
As of 07/31/2021**

<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>
HELD BY BOND TRUSTEE:					
1110-000-20 Water	BNY 892744 FRCD 2014A DEBT SERVICE	Dreyfus Inst Treasury	MM Mutual Fund	Restricted	0.00
1112-000-20 Water	BNY 743850 FRCD 2016A DEBT SERVICE	Dreyfus Inst Treasury	MM Mutual Fund	Restricted	0.00
				Subtotal	\$ -
1001-000-20 Water	Cash on Hand			Unrestricted	\$ 300.00

HELD BY F&M BANK:

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	4,395,963.00
1084-000-20 Water	F&M 08-03201702-31 MONEY MARKET		0.35%	Unrestricted	100,594.90
1031-000-20 Water	F&M 08-032912-01 CREDIT CARD ACCOUNT			Unrestricted	1,417,784.70
1061-000-20 Water	F&M 08-032890-01 PAYROLL ACCOUNT			Unrestricted	148,114.17
1071-000-20 Water	F&M 08-032920-01 DRAFTS ACCOUNT			Unrestricted	1,017,718.87
				Subtotal	\$ 7,080,284.90

INVESTMENTS

1080-000-20 Water	Office of the Treasurer - Sacramento California	LAIF	Investment Pool	0.26%	Unrestricted	\$ 5,470,343.85
1081-000-20 Water	CALTrust Medium Term		Investment	0.34%	Unrestricted	\$ 1,390,574.52

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	0.88%	0.04%	\$ 35,378.69	\$ 35,378.69
11/19/2020	3135GA5H0	Federal Home Loan (FHLB)	07/10/20 - qrtly	11/25/2025	24.76%	0.580%	\$ 1,000,000.00	998,470.00
7/31/2020	3133ELQ56	Federal Home Loan (FHLB)	11/25/20 - qrtly	7/2/2024	24.79%	0.570%	\$ 1,000,000.00	1,000,000.00
7/29/2021	3133EMT36	Federal Home Loan (FHLB)	04/15/26- qrtly	4/26/2026	24.78%	0.870%	\$ 1,000,000.00	999,630.00
7/31/2020	3136G4YP2	Federal Natl MTG ASSN	07/09/2021 - qrtly	7/9/2025	24.79%	0.720%	\$ 1,000,000.00	999,870.00
							\$ 4,035,378.69	\$ 4,033,348.69

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

Total	\$ 17,974,851.96
Total Restricted	\$ -
Total Unrestricted	\$ 17,974,851.96

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

Authorized Signers

Bruce Kamilos
Parick Lee
Stefani Phillips
Donella Murillo

\$ -

Consultant Expenses
As of 07/31/2021

Fiscal Retainer Contracts

Consultant	Description	Total Contract	Current Month	Paid to date	2021-2022 FY Budget	Percent of year (.08%)
JRG Attorneys, LLP	Task orders	TBD	\$ 2,958	\$ 2,958		
Liebert Cassidy Whitmore	Task orders	TBD	\$ 2,510	\$ 2,510		
Total			\$ 5,468	\$ 5,468	\$ 175,000	3.12%
Solutions by BG, Inc.	Task orders	792,676	\$ 21,733	\$ 21,733	\$ 274,600	7.91%

Major Contracts

Consultant	Description	Total Contract	Current Month	Paid to date	2021-2022 FY Budget	Percent of Contract Amount
*Earl Consulting	PSA	\$ 50,000	\$ 281	\$ 32,796		65.59%
MFDB Architects	PSA	\$ 192,500	\$ -	\$ 58,300		30.29%
Stantec Consulting	PSA	\$ 98,212	\$ -	\$ 45,819		46.65%
Tully & Young	PSA	\$ 78,500	\$ 9,343	\$ 73,291		93.36%
A.P. Thomas	PSA	\$ 39,108	\$ -	\$ -		0.00%
		\$ 458,320	\$ 9,624	\$ 210,206		45.86%

*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 07/31/2021**

Capital Project	Total Project Budget	Total Project Exp to Date	Percent Spent	Capitalized Labor	Fund Type	Project Type	July			YTD % Spent
							2021-22 Budget	Project Exp	Total YTD (1)	
Backyard Water Mains/Service Replacement	1,500,000	59,426	3.96%	\$ 17,700	R&R	Supply/Distribution	\$ 1,500,000	\$ 59,426	\$ 59,426	3.96%
2nd Ave Water Main	86,000	-	0.00%	-	R&R	Supply/Distribution	86,000	-	-	0.00%
Truman St/Adams St Water Main	244,000	-	0.00%	-	R&R	Supply/Distribution	244,000	-	-	0.00%
Well Rehabilitation Program	75,000	-	0.00%	-	R&R	Supply/Distribution	75,000	-	-	0.00%
PLC Bucket Replacements	50,000	-	0.00%	-	R&R	Treatment	50,000	-	-	0.00%
Pavement Repair and Coat Seal	25,000	-	0.00%	-	R&R	Building and Site	25,000	-	-	0.00%
Service Line Replacements	100,000	-	0.00%	-	CIP	Supply/Distribution	100,000	-	-	0.00%
Brinkman Transmission Main	42,000	-	0.00%	-	CIP	Supply/Distribution	42,000	-	-	0.00%
Chlorine Analyzers Shallow Wells	70,000	-	0.00%	-	CIP	Treatment	70,000	-	-	0.00%
Well 4D Radio Antenna	35,000	-	0.00%	-	CIP	Treatment	35,000	-	-	0.00%
9829 Waterman Rd	2,300,000	(2,271)	-0.10%	-	CIP	Building and Site	2,300,000	(2,271)	(2,271)	-0.10%
Fiber Optic Cable	300,000	-	0.00%	-	CIP	Building and Site	300,000	-	-	0.00%
Digital Data Collector & GPS Rover	23,000	-	0.00%	-	CIP	Building and Site	23,000	-	-	0.00%
Compact Loader with Cold Plate	105,000	-	0.00%	-	CIP	Building and Site	105,000	-	-	0.00%
Unforeseen Capital Projects	100,000	-	0.00%	-	-	-	100,000	-	-	0.00%
Sub-Total	\$ 5,055,000	\$ 57,156	1.13%	\$ 17,700			\$ 5,055,000	\$ 57,156	\$ 57,156	1.13%

(1) Includes \$17,700 in capitalized labor through 7/31/2021

(2) Includes unforeseen capital projects, including:

August 17, 2021

TO: Chair and Directors of the Florin Resource Conservation District

FROM: Patrick Lee, Finance Manager/Treasurer

SUBJECT: **ELK GROVE WATER DISTRICT FISCAL YEAR 2020-21 QUARTERLY OPERATING BUDGET STATUS REPORT**

RECOMMENDATION

This item is presented to the Florin Resource Conservation District Board of Directors for discussion and direction as to the timing, frequency and amount of detail to include in future monthly and quarterly financial status reports.

SUMMARY

Staff is presenting the Quarterly Financial Summary and Quarterly Budget Review reports through the fourth quarter of fiscal year 2020-21 (FY 2020-21). These reports are to keep the Florin Resource Conservation District (District) Board of Directors (Board) and the public informed on the financial status of the Elk Grove Water District (EGWD).

DISCUSSION

Background

Staff has previously provided the Board with a Quarterly Financial Summary and a Quarterly Budget Review report every month immediately following the close of the quarter. At the regular board meeting on July 20, 2021, staff presented the quarter ended June 30, 2021 financial status reports to the Board. The Board requested staff to bring both reports back to the Board during the August regular board meeting with financial information updated to reflect any FY 2020-21 revenue and expense accruals captured through July 30, 2021. There was also a discussion as to the timing, frequency and amount of detail to be included in future financial status reports.

Present Situation

Staff has updated the Quarterly Financial Summary and the Quarterly Budget Review reports as of the fourth quarter of FY 2020-21. These reports have been updated to reflect any accruals for revenues and expenses posted into the District's general ledger through July 30, 2021. The fourth quarter FY 2020-21 Quarterly Financial Summary report (Attachment 1) contains a comparison to the information brought to the Board at the regular board meeting on July 20, 2021.

ELK GROVE WATER DISTRICT FISCAL YEAR 2020-21 QUARTERLY OPERATING BUDGET STATUS REPORT

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Staff has also attached a copy of the fourth quarter FY 2020-21 Quarterly Budget Review (Attachment 2). The fourth quarter FY 2021 Quarterly Budget Review includes the line-item detail for the revenue and expense categories for the quarter-to-date for FY 2020-21, as well as the detail for last year's quarter-to-date. A summary of the comparison of changes from prior year to current year is also provided in the Financial Section of this report.

Staff has analyzed the financial information provided in Attachments 1 and 2, and has made the following observations:

1. The overall net effect of waiting an additional month to include any accruals is minimal and does not have a material effect on the bottom line "revenues in excess of expenses".
2. The quarterly financial status reports are tools used to determine trends in financial operations as compared to the budget.
3. Annually, the District's financial statements are audited and issued by October.
4. The monthly and quarterly financial status reports provide the District's Board and customers with timely financial information so they can have a general understanding of how the District is operating/performing against budgets.
5. The amount of detail included in the monthly and quarterly financial status reports provides transparency to the District's customers and the general public.

Based on these observations, staff recommends that the timing, frequency and amount of details for reporting monthly and quarterly financial information to the Board remain unchanged. Staff seeks direction from the Board on this matter.

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. Development and adoption of annual budgets that are balanced through cost saving measures or transfers from operating reserves is specifically identified as an objective in the Fiscal Responsibility section of the Strategic Plan.

ELK GROVE WATER DISTRICT FISCAL YEAR 2020-21 QUARTERLY OPERATING BUDGET STATUS REPORT

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FINANCIAL SUMMARY

On June 16, 2020, the Board approved the FY 2020-21 District Budget. The adopted FY 2020-21 District Budget has total revenues of approximately \$15.424 million and total expenditures of approximately \$15.769 million, including appropriations into the District FY 2020-2021 Capital Improvement Program (CIP) reserves of approximately \$1.430 million.

On June 22, 2020, the Board held a Special Board Meeting and amended the FY 2020-21 District Operating Budget and the District FY 2021-2025 CIP by increasing the appropriation to the CIP reserves by \$2.0 million, resulting in total expenditures of \$17.769 million, including appropriations of \$3.430 million to the FY 2020-21 CIP reserves.

At the November 17, 2020 regular Board meeting, the Board amended the FY 2020-21 District Operating Budget and the District FY 2021-2025 CIP by increasing the appropriation to capital reserves by \$0.25 million and the operating budget of \$1.7 million, resulting in total expenditures of \$19.734 million, including appropriations of \$3.685 million to the FY 2020-21 CIP reserves.

At the March 16, 2021 regular Board meeting, the Board amended the FY 2020-21 District Operating Budget and the District FY 2021-2025 CIP by increasing the appropriation to capital reserves by \$21,772, resulting in total expenditures of \$19.756 million, including appropriations of \$3.707 million to the FY 2020-21 CIP reserves.

The projected expenditures in excess of revenues of approximately \$4.332 million will be funded by transfers from excess operating reserves from prior years.

The revenues collected through the fourth quarter of the fiscal year total \$16,666,067 which is 108.05% of the \$15,424,142 annual budget. The revenues are \$397,306 or 2.44% above the same quarter of the prior year. The increase is due mainly to approximately 179 new accounts and an overall increase in consumption.

Total Operational Expenses were \$9,816,145 through the fourth quarter, which is 94.99% of the annual operating budget of \$10,334,274. The actual operating expenses were \$466,103 or 4.99% above the same quarter of the prior fiscal year as follows:

Personnel expenditures total \$4,055,259 which is 101.48% of the \$3,996,057 annual budget. The actual expenses were \$108,949 or 2.76% above the same period of the prior fiscal year. The increase is due mainly to an increase in VAC and PTO cash out, including one Water Distribution Operator, the former General Manager and the current General Manager totaling 857 hours in FY 2021.

ELK GROVE WATER DISTRICT FISCAL YEAR 2020-21 QUARTERLY OPERATING BUDGET STATUS REPORT

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Seminars, Conventions and Travel expenditures total \$6,778, which is 12.71% of the annual budget of \$53,307. The actual expenses were \$23,566 or 77.66% below the same period of the prior fiscal year due mainly to conferences and seminars transitioning to webinars in FY 2020-21 due to COVID-19, which eliminated the need for traveling.

Office and Operational expenditures total \$1,058,212, which is 79.05% of the annual budget of \$1,338,578. The actual expenses were \$36,500 or 3.57% above the same period of the prior fiscal year due mainly to an increase in advertising for vacant positions, increase in association dues for SCGA and RWA and an overall increase in insurance premiums.

Estimated Purchased Water costs total \$3,243,299, which is 101.40% of the annual budget of \$3,198,404. The actual expenses were \$216,604 or 7.16% above the same period of the prior fiscal year. The increase in costs is due mainly to a 2.5% increase in the wholesale water rate and an overall increase in the number of accounts and consumption in Service Area 2.

Outside Services expenditures total \$954,126, which is 74.34% of the annual budget of \$1,283,548. The actual expenses were \$46,113 or 5.08% above the same period of the prior fiscal year. The increase is due mainly to an increase in contracted services related to temporary staffing as a result of COVID-19, consulting services related to the development of the Emergency Response Plan and an increase in janitorial services related to COVID-19, offset by a decrease in engineering and legal costs.

Equipment Rent, Taxes and Utilities expenditures total \$498,471, which is 107.34% of the annual budget of \$464,380. The actual expenses were \$81,503 or 19.55% above the same period of the prior fiscal year. The increase is due mainly to rental costs associated with the lease back of 9257 Elk Grove Blvd. from the Masonic Temple, an increase in sewer charges due to an increase in flushing and discharge from District wells and an increase in electrical cost due to increase in demand.

Respectfully submitted,



PATRICK LEE
FINANCE MANAGER/TREASURER

Attachments

Attachment 1

Elk Grove Water District
Year to Date Revenues and Expenses Compared to Budget
As of 6/30/2021 - reported through 7/31/21

	General Ledger Reference	YTD Activity	Annual Budget	12/12=100.00% % Realized	Reported as of 6/30/2021	\$ Diff
Revenues	4100 - 4900	\$ 16,666,067	\$ 15,424,142	108.05%	16,682,464	(16,397)
Operating Expenses						
Salaries & Benefits	5100 - 5280	4,242,057	4,373,018	97.01%	4,248,304	(6,247)
less Capitalized Labor		(186,798)	(376,961)	49.55%	(181,096)	(5,702)
Less CalPERS Prepayment for Remainder of Year: (1)		-				
Adjusted Salaries and Benefits:		\$ 4,055,259	\$ 3,996,057	101.48%	4,067,208	(11,949)
Seminars, Conventions and Travel	5300 - 5350	6,778	53,307	12.71%	6,456	322
Office & Operational	5410 - 5494	1,058,212	1,338,578	79.05%	1,019,944	38,269
Purchased Water est. (2)	5495 - 5495	3,243,299	3,198,404	101.40%	3,253,339	(10,040)
Outside Services	5505 - 5580	954,126	1,283,548	74.34%	906,533	47,593
Equipment Rent, Taxes, Utilities	5620 - 5760	498,472	464,380	107.34%	450,478	47,993
Total Operational Expenses		\$ 9,816,145	\$ 10,334,274	94.99%	9,703,958	112,187
Net Operating Income		\$ 6,849,922	\$ 5,089,868	134.58%	6,978,506	(128,583)
Non-Operating Revenues						
Interest Received	9910 - 9910	83,865	100,000	83.86%	83,865	-
Unrealized Gains/(Losses)	9911 - 9911	(18,479)	-	100.00%	(18,479)	-
Other Income/(Expense)	9920 - 9973	(1,462,467)	(1,709,239)	85.56%	(1,462,452)	(15)
Total Non-Operating Revenues		\$ (1,397,081)	\$ (1,609,239)	86.82%	(1,397,066)	(15)
Non-Operating Expenses						
Election Costs	9950 - 9950	1,887	250,000	0.75%	1,887	-
Capital Expenses (3):						
Capital Improvements	1705 - 1760	2,340,867	2,752,522	85.04%	2,340,586	281
Capital Replacements	1705 - 1760	502,093	855,000	58.72%	459,639	42,454
Unforeseen Capital Projects	1705 - 1760	117,676	100,000	117.68%	66,379	51,297
Total Capital Expenses:		\$ 2,960,635	\$ 3,707,522	79.85%	2,866,603	94,032
Bond Interest Accrued (4)	7300 - 7300	1,555,469	1,555,469	100.00%	1,555,469	-
Total Non Operating Expenses		\$ 4,517,991	\$ 5,512,991	81.95%	4,423,959	94,032
Bond Retirement (4):		\$ 2,300,000	\$ 2,300,000	100.00%	2,300,000	-
Total Expenditures		18,031,217	19,756,504	91.27%	17,824,983	206,234
Revenues in Excess of All Expenditures, including Capital		\$ (1,365,150)	\$ (4,332,362)	31.51%	(1,142,519)	(222,631)

Notes:

1. 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.
2. 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.
3. YTD Activity includes \$181,096 in capitalized labor charged to capital projects.
4. Bond retirement payments are made two times a year in September and March
5. Accounts receivable balance, which represents the difference between the total amount billed and total amount collected, as of June 30, 2021 is \$474,813.05.

Attachment 2

**ELK GROVE WATER DISTRICT
QUARTERLY BUDGET REVIEW
THROUGH 06/30/2021
FISCAL YEAR 2020-21**

Account	Description	FY 2020-21 Budget	Y-T-D 6/30/2021	100.00% Percentage	Y-T-D 6/30/2020	Change from prior year
4100	Water Payment Revenues - Residential	\$ 13,114,207	14,045,721	107.10%	13,660,118	\$ 385,603
4110	Water Payment Revenues - Commercial	1,875,372	2,121,459	113.12%	1,837,150	284,309
4120	Water Payment Revenues - Fire Service	194,563	196,456	100.97%	196,357	99
4200	Meter Fees/Plan Check/Water Capacity	30,000	203,091	676.97%	385,236	(182,145)
4201	Backflow Installation	10,000	24,071	240.71%	6,626	17,445
4300	Fire Protection	-	1,560	100.00%	-	1,560
4520	Door Hanger Fees	115,000	-	0.00%	106,400	(106,400)
4540	New account Fees	25,000	31,440	125.76%	30,420	1,020
4550	NSF Fees	3,000	1,645	54.83%	2,660	(1,015)
4560	Fees & Penalties	-	32	100.00%	-	32
4570	Shut-off Fees	50,000	-	0.00%	38,800	(38,800)
4575	24 Hour Turn On	-	-	0.00%	-	-
4580	Restoration Fees	-	-	0.00%	-	-
4585	Administration Citations	-	1,250	100.00%	300	950
4590	Credit Card Fees	8,000	-	0.00%	6,050	(6,050)
4591	Sac County Release of Lien Fee	-	3,920	100.00%	1,407	2,513
4700	Rental Income	-	34,546	100.00%	-	34,546
4900	Customer Refunds	(1,000)	878	0.00%	(2,763)	3,641
TOTAL GROSS REVENUES		\$ 15,424,142	\$ 16,666,067	108.05%	\$ 16,268,761	\$ 397,306

**ELK GROVE WATER DISTRICT
 QUARTERLY BUDGET REVIEW
 THROUGH 06/30/2021
 FISCAL YEAR 2020-21**

Account	Description	FY 2020-21 Budget	Y-T-D 6/30/2021	100.00% Percentage	Y-T-D 6/30/2020	Change from prior year
	Salaries & Benefits					
5100	Executive Salary	211,486	158,710	75.05%	182,240	(23,530)
5110	Exempt Salaries	576,491	571,941	99.21%	566,670	5,271
5120	Non-Exempt Salaries	1,538,721	1,626,875	105.73%	1,530,869	96,006
5130	Overtime Compensation	48,500	26,986	55.64%	32,210	(5,224)
5140	On Call Pay	18,250	24,864	136.24%	21,800	3,064
5150	Holiday Pay	124,981	117,739	94.21%	112,498	5,240
5160	Vacation Pay	123,294	143,415	116.32%	107,057	36,358
5170	Personal Time Pay	99,985	151,597	151.62%	87,369	64,228
5195	EAP	944	807	85.46%	928	(121)
5200	Medical Benefits	796,543	611,760	76.80%	692,612	(80,853)
5201	EGWD Contribution H.S.A	23,500	23,700	100.85%	21,092	2,608
5210	Dental/Vision/Life Insurance	63,562	51,985	81.79%	60,652	(8,667)
5220	Retirement Benefits	361,277	349,642	96.78%	358,402	(8,760)
5225	Retirement Benefits - Post Employment	165,316	223,907	135.44%	204,650	19,257
5230	Medical Tax, Social Security and SUI	63,503	52,174	82.16%	52,733	(559)
5240	Worker's Compensation Insurance	102,585	88,506	86.28%	73,591	14,915
5250	Education Assistance	2,500	-	0.00%	-	-
5260	Employee Training	45,500	15,066	33.11%	18,700	(3,635)
5270	Employee Recognition	2,880	2,385	82.81%	2,383	2
5280	Meetings	3,200	-	0.00%	847	(847)
	Less Capitalized Expenditures	(376,961)	(186,798)	49.55%	(180,994)	(5,804)
	Less Remaining CalPERS prepayment	N/A	N/A	N/A	N/A	N/A
	Category Subtotal	3,996,057	4,055,259	101.48%	3,946,310	108,949
	Seminars, Conventions and Travel					
5300	Airfare	5,600	(39)	-0.70%	2,928	(2,967)
5310	Hotels	17,441	-	0.00%	7,366	(7,366)
5320	Meals	7,246	1,094	15.09%	2,741	(1,647)
5330	Auto Rental	2,200	(102)	-4.63%	63	(165)
5340	Seminars & Conferences	12,900	(300)	-2.33%	10,256	(10,556)
5350	Mileage Reimbursement, Parking, Tolls	1,920	(20)	-1.04%	989	(1,009)
5375	Auto Allowance	6,000	6,145	102.42%	6,000	145
	Category Subtotal	53,307	6,778	12.71%	30,343	(23,566)

**ELK GROVE WATER DISTRICT
 QUARTERLY BUDGET REVIEW
 THROUGH 06/30/2021
 FISCAL YEAR 2020-21**

Account	Description	FY 2020-21 Budget	Y-T-D 6/30/2021	100.00% Percentage	Y-T-D 6/30/2020	Change from prior year
	Office & Operational					
5410	Advertising	6,000	15,660	261.00%	4,925	10,735
5415	Association Dues	154,606	150,003	97.02%	118,649	31,354
5420	Insurance	102,880	100,008	97.21%	86,750	13,259
5425	Licenses, Certifications, Fees	6,445	4,530	70.29%	8,304	(3,774)
5430	Repairs & Maintenance - Automotive	42,000	34,544	82.25%	33,476	1,068
5432	Repairs & Maintenance - Building	63,500	46,975	73.98%	44,883	2,092
5434	Repairs & Maintenance - Computers	19,375	4,422	22.82%	17,487	(13,065)
5435	Repairs & Maintenance - Equipment	102,000	108,307	106.18%	107,020	1,287
5438	Fuel	41,720	33,622	80.59%	32,372	1,250
5440	Materials	97,000	92,341	95.20%	73,962	18,378
5445	Chemicals	45,000	37,126	82.50%	37,786	(660)
5450	Meter Repairs	130,000	123,132	94.72%	129,363	(6,231)
5453	Permits	65,050	49,677	76.37%	56,416	(6,739)
5455	Postage	84,950	61,230	72.08%	60,179	1,051
5460	Printing	30,350	9,255	30.49%	7,022	2,232
5465	Safety Equipment	15,500	9,771	63.04%	19,200	(9,429)
5470	Software Programs & Updates	210,693	104,412	49.56%	112,592	(8,180)
5475	Supplies	30,720	17,844	58.09%	24,755	(6,911)
5480	Telephone	39,589	26,189	66.15%	25,032	1,157
5485	Tools	12,500	12,709	101.68%	7,826	4,884
5490	Clothing Allowance	7,700	3,809	49.46%	2,536	1,273
5491	EGWD-Other Clothing	13,000	12,647	97.29%	11,177	1,470
5493	Water Conservation Materials	18,000	-	0.00%	-	-
	Category Subtotal	1,338,578	1,058,212	79.05%	1,021,713	36,500
Account	Description					
5495	Purchased Water	3,198,404	3,243,299	101.40%	3,026,695	216,604

**ELK GROVE WATER DISTRICT
 QUARTERLY BUDGET REVIEW
 THROUGH 06/30/2021
 FISCAL YEAR 2020-21**

Account Description	FY 2020-21 Budget	Y-T-D 6/30/2021	102.42% Percentage	Y-T-D 6/30/2020	Change from prior year
Outside Services					
5505 Administration Services	3,590	6,239	173.79%	6,244.50	(5)
5510 Bank Charges	184,308	166,475	90.32%	168,779.67	(2,304)
5515 Billing Services	28,800	24,328	84.47%	20,758.69	3,570
5520 Contracted Services	521,000	474,426	91.06%	345,158.89	129,267
5525 Accounting Services	35,000	26,960	77.03%	28,514.25	(1,554)
5530 Engineering	115,000	96,828	84.20%	161,064.14	(64,237)
5532 Special Projects	100,000	-	0.00%	-	-
5535 Legal Services	175,000	63,310	36.18%	84,048.70	(20,739)
5540 Financial Consultants	10,000	(955)	-9.55%	1,750.00	(2,705)
5545 Community Relations	9,200	-	0.00%	7,650.09	(7,650)
5550 Pre-employment	2,500	493	19.70%	1,185.20	(693)
5552 Misc. Medical	1,000	3,338	333.80%	1,174.00	2,164
5555 Janitorial	22,000	26,874	122.15%	14,753.28	12,121
5560 Bond Administration	7,050	7,890	111.91%	5,770.00	2,120
5570 Security	29,100	20,916	71.88%	21,691.35	(775)
5575 Sampling	40,000	37,003	92.51%	39,469.90	(2,466)
Category Subtotal	1,283,548	954,126	74.34%	908,013	46,113
Equipment Rent, Taxes and Utilities					
5610 Occupancy	-	17,000	100.00%	-	17,000
5620 Equipment Rental	27,800	23,726	85.35%	20,320	3,407
5710 Property Taxes	1,500	967	64.46%	995	(28)
5740 Electricity	397,000	409,242	103.08%	362,188	47,054
5750 Natural Gas	900	903	100.35%	717	186
5760 Sewer and Garbage	37,180	46,632	125.42%	32,748	13,884
Category Subtotal	464,380	498,471	107.34%	416,968	81,503
Total Operational Expenses	10,334,274	9,816,145	94.99%	9,350,042	466,103

August 17, 2021

TO: Chair and Directors of the Florin Resource Conservation District

FROM: Patrick Lee, Finance Manager

SUBJECT: **RESUMPTION OF PENALTIES AND SHUTOFFS**

RECOMMENDATION

This item is presented to the Florin Resource Conservation District Board of Directors for discussion and direction as to when the District should resume the assessment of over the phone payment fees, door tag fees, late payment penalties and water shutoffs.

SUMMARY

After declaring a State of Emergency on March 4, 2020 by Governor Gavin Newsom as a result of the threat of COVID-19, the Florin Resource Conservation District (District) Board of Directors (Board) adopted Resolution No. 03.31.20.01, waiving the assessment of over the phone payment fees, door tag fees, late payment penalties and suspending water shutoffs due to nonpayment. This resolution was adopted in an effort to mitigate the negative consequences of the State of Emergency and to ensure Elk Grove Water District (EGWD) ratepayers maintain access to affordable, critical and vital water services.

On April 2, 2020, the Governor issued Executive Order N-42-20, establishing a moratorium on water shutoffs due to nonpayment. This Executive Order is set to expire on September 30, 2021 and staff is requesting direction from the Board as to when the District should resume the assessment of over the phone payment fees, door tag fees, late payment penalties and water shutoffs due to nonpayment to coincide with the expiration of the Executive Order.

DISCUSSION

Background

On March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency as a result of the threat of COVID-19, in the State of California. The spread of the virus globally, including in California, resulted in the World Health Organization characterizing the viral outbreak as a pandemic on March 11, 2020.

On March 19, 2020, the Sacramento County Health Officer issued a stay-at-home directive to Sacramento County in response to the rapid spread of the COVID-19 virus,

RESUMPTION OF PENALTIES AND SHUTOFFS

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which halted all business in the City of Elk Grove outside of essential activities, resulting in an increase in layoffs and unemployment.

This directive jeopardized the economic stability of many EGWD utility customers during this viral outbreak due to the elimination or downsizing of numerous businesses. The COVID-19 pandemic has caused conditions of extreme economic hardship to ratepayers of the EGWD.

On March 31, 2020, the Board adopted resolution No. 03.31.20.01 waiving the assessment of over the phone payment fees, door tag fees, late payment penalties and suspending water shutoffs due to nonpayment in an effort to mitigate the negative affect of the stay-at-home directive and to ensure that EGWD ratepayers maintain access to affordable, critical and vital water services.

On April 2, 2020, the Governor issued Executive Order N-42-20, establishing a moratorium on water shutoffs due to nonpayment. Although the District had already adopted a resolution to suspend water shut offs due to nonpayment, this Executive Order further restricted the District's ability to repeal the resolution adopted by the Board and resume water shutoffs due to nonpayment.

Present Situation

Executive Order N-42-20, which established the moratorium on water shutoffs due to nonpayment as a result of the COVID-19 pandemic, is set to expire on September 30, 2021. Staff is seeking direction from the Board on when the District should resume the assessment of over the phone payment fees, door tag fees, late payment penalties and water shutoffs due to nonpayment.

Below are some discussion points to take into consideration:

1. On July 22, 2021, Governor Newsom signed into law AB 148, which includes a provision allocating \$985 million to the State Water Board for water arrearages due to COVID-19. The funds will be administered by the State Water Board and distributed to water systems throughout the state of California based on arrearages between the COVID-19 relief period of March 4, 2020 through June 15, 2021. This information will be collected through a survey expected to be released in August. The funds will be distributed by State Water Board no later than November 1, 2021, with complete distribution no later than January 13, 2022.

RESUMPTION OF PENALTIES AND SHUTOFFS

Page 3

- a. The State Water Board will be collecting arrearage information to determine the sufficiency of funds to be distributed. It is unknown at this time how much the District will receive.
 - b. The State Water Board has not yet released payment application details to support how payments will be applied to customer accounts and if there are any eligibility criteria.
 - c. Once specific program details are released, staff will require time to develop a plan on customer outreach and payment application.
 - d. Within the COVID-19 Relief Period, the District has 780 customers with a total of \$231,962 in arrearages.
2. Resume the assessment of over the phone payment fees, door tag fees, late payment penalties and water service shutoff effective October 1, 2021.
 - a. All customers with delinquent balances more than 60 days past due on October 1 will be subject to a door tag fee, late payment penalty and/or shutoff in October.
 - b. All customers whose October 1 bill becomes 60 days past due will be subject to a door tag fee, late payment penalty and/or shutoff in December.
 3. Resume the assessment of over the phone payment fees, door tag fees, late payment penalties and water service shutoff effective January 1, 2022.
 - a. All customers with delinquent balances more than 60 days past due on January 1 will be subject to a door tag fee, late payment penalty and/or shutoff in January.
 - b. All customers whose January 1 bill becomes 60 days past due will be subject to a door tag fee, late payment penalty and/or shutoff in March.
 4. For the past few years, the District has not performed water service shutoffs in November or December due to the District's shutoff timeline coinciding with the holidays in each month.

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

This staff report conforms to the Governance and Customer Engagement, and Community Relations section of the District's 2020-25 Strategic Plan.

August 17, 2021

RESUMPTION OF PENALTIES AND SHUTOFFS

Page 4

FINANCIAL SUMMARY

The financial impact of this item is not known as the collectability of the delinquent balances as well as the amount anticipated to be received from the State Water Board is unknown at this time.

Respectfully submitted,



PATRICK LEE
FINANCE MANAGER

August 17, 2021

TO: Chair and Directors of the Florin Resource Conservation District
FROM: Stefani Phillips, Board Secretary
SUBJECT: **RECORDS RETENTION AND DISPOSAL POLICY**

RECOMMENDATION

It is recommended that the Florin Resource Conservation District Board of Directors adopt Resolution No. 08.17.21.01, amending and replacing Resolution No. 10.17.18.02, the Records Retention Policy with the Records Retention and Disposal Policy.

SUMMARY

One (1) of the specific key objectives stated in the Elk Grove Water District (EGWD) Fiscal Year 2020-21 Operating Budget was to develop and implement a new records management and document storage system. With the assistance of Gladwell Governmental Services, Inc. (Gladwell) and Solutions by BG (Mr. Dainat), staff amended and renamed the Records Retention Policy to Records Retention and Disposal Policy (attached). Staff has been diligently working on protocols for records storage and document management, which will be implemented through an internal standard operating procedure (SOP).

By this action, if approved, the Florin Resource Conservation District (District) Board of Directors (Board) would adopt Resolution No. 08.17.21.01, amending and replacing Resolution No. 10.17.18.02, the Records Retention Policy with the Records Retention and Disposal Policy.

DISCUSSION

Background

In January of 2021, the District began working with Gladwell to complete a document management needs assessment. This was one (1) of the District's key objectives in 2021. Gladwell provided the District with recommendations on file naming, storing, maintaining, and disposing documents. Through review of the recommendations contained in the needs assessment, staff learned that the District's current document management system is sufficient. However, the current policy needs to be updated and an internal SOP needs to be developed and implemented.

Present Situation

Staff, with the assistance of Gladwell, and Mr. Dainat, amended and renamed the Records Retention policy to Records Retention and Disposal Policy. Liebert, Cassidy, and Whitmore reviewed and approved the proposed amended Records Retention and Disposal Policy. Staff, with the assistance of Mr. Dainat, is currently developing an SOP for a records retention and

RECORDS RETENTION AND DISPOSAL POLICY

Page 2

disposal process. The SOP will be implemented to provide guidance for file naming, storing, maintaining, and disposing records.

A summary of the substantive changes to the proposed Records Retention and Disposal Policy is provided below:

- Changed title;
- Revised authorization to dispose of records from General Manager to Human Resources Administrator/Board Secretary;
- Added unalterable media language;
- Removed duplication contained in the policy/retention schedule; and
- Removed references/citations not applicable to Special Districts contained in the retention schedule.

Staff recommends the Board adopt Resolution No. 08.17.21.01, amending and replacing Resolution No. 10.17.18.02, the Records Retention Policy with the Records Retention and Disposal Policy.

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

Updating Board policies provides the Board the ability to maintain and oversee compliance of operations, thereby conforming with Strategic Goal No. 1, Governance and Customer Engagement, of the Strategic Plan 2020-2025.

FINANCIAL SUMMARY

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

Respectfully submitted,



STEFANI PHILLIPS
BOARD SECRETARY

Attachments

RESOLUTION NO. 08.17.21.01

A RESOLUTION OF THE FLORIN RESOURCE CONSERVATION DISTRICT BOARD OF DIRECTORS AMENDING AND REPLACING RESOLUTION NO. 10.17.18.02, THE RECORDS RETENTION POLICY WITH THE RECORDS RETENTION AND DISPOSAL POLICY

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”);

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;

WHEREAS, the District’s current Records Retention Policy was adopted on October 17, 2018;

WHEREAS, the District’s current policy is in need of amendment;

WHEREAS, the District wishes to rename the current policy Records Retention to Records Retention and Disposal Policy.

WHEREAS, the current policy provides a directive from the General Manager authorizing disposal of records;

WHEREAS, the District wishes to provide directive from the Human Resources Administrator/Board Secretary authorizing disposal of records;

WHEREAS, the District wishes to add language for unalterable media;

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 and replaces the Records Retention Policy with the Records Retention and Disposal Policy.

SECTION 3. To store and safeguard official records, the District shall use unalterable media.

SECTION 4. The Board Secretary shall certify to the adoption of this Resolution.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 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

“RECORDS RETENTION AND DISPOSAL POLICY ”

[Attached behind this cover page]

Policy Type: Florin Resource Conservation District Board of Directors
Policy Title: Records Retention and Disposal Policy
Date Adopted:
Resolution No:
Date Amended:

I. PURPOSE

The purpose of this policy is to establish guidelines to staff regarding the retention and disposal of records of the Florin Resource Conservation District (District); provide for the identification, maintenance, storage, safeguarding and disposal of records in the normal course of District operations; ensure prompt and accurate retrieval of records; and ensure compliance with legal and regulatory requirements.

II. POLICY

This policy prescribes that staff shall review and follow all applicable laws. If there are any conflicts between this policy and the applicable laws, the laws shall prevail.

III. RECORDS RETENTION SCHEDULE

The “Florin Resource Conservation District Records Retention Schedule” is attached hereto and incorporated herein as Exhibit “A” (“Retention Schedule”). The Retention Schedule is intended to be a guideline and is not intended to provide an all-inclusive listing of potential documents.

In addition to any required legal retention period, the District shall retain original records with a lasting historical, administrative, legal, fiscal, or research value.

IV. RECORDS STORAGE AND DISPOSAL

1. Record Storage. All records referenced in the Retention Schedule will be maintained in electronic format via electronic media that conforms with the minimum standards set forth in the California Secretary of State’s “Trustworthy Electronic Document or Record Preservation” regulations.
 - a. The District shall use media that is locked and unalterable to store and safeguard official records.
2. Record Disposal. The Human Resources Administrator/Board Secretary, or his or her designee, may destroy and discard, by any permanent method that protects the confidentiality of any privileged or confidential information contained therein, any District record after the expiration of the applicable retention period described in the Retention Schedule.
 - a. Prior to destroying the paper version of a record to rely on the image, or the electronic version of a record as the District’s official record, requires approval from the Human Resources Administrator/Board Secretary office to ensure compliance with law via an approval form (Appendix A).

V. CHANGES IN STATE AND FEDERAL LAW

As a result of changes to federal and California laws that regulate municipal records retention, the Records Retention and Disposal Policy and Retention Schedule shall be updated as needed to ensure compliance with legal and regulatory requirements.

EXHIBIT “A”

**“FLORIN RESOURCE CONSERVATION DISTRICT
RECORDS RETENTION SCHEDULE”**

[Attached behind this cover page]

**FLORIN RESOURCE CONSERVATION DISTRICT
RECORDS RETENTION SCHEDULE**

Disposal of any record must be authorized in writing by the General Manager, with written consent from District Legal Counsel. (Gov. Code § 60200 *et seq.*)

Type of Record	Category	Description or Example of Record	Legal Authority	Current Legal Retention Period*
Accidents/Damage to District Property	Administration	Risk management administration	GC 60201 CCP 337	5 years
Accounts Payable	Finance	Journals, statements, asset inventories, account postings with supporting documents, vouchers, invoices, reports, investments, purchase orders	GC 60201	Until audited + 4 years
Accounts Receivable	Finance	Checks received, reports, investments, receiptbooks	GC 60201 CCP 337	Until audited + 4 years
Affidavits of Publication/Posting	Administration	Public notices for public hearings, publication of ordinances, etc.	GC 60201, 54960.1(c)(1)	2 years
Agenda/Agenda Packets (Includes Staff Reports)	Administration	Agendas and packets should be imaged immediately. A paper copy should be maintained for one year only.	GC 60201	Permanent
Agreements & Contracts - Non-Capital Improvement	Administration	Original contracts and agreements and back-up materials, including leases, excluding capital improvement projects	GC 60201 CCP 337 CCP 337.2	Terminated/Completed + 5 years
Agreements & Contracts - Capital Improvements	Administration	Construction contracts and agreements	GC 60201 CCP 337 <i>et seq.</i>	Permanent

Legal Authority Abbreviations

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Annexations/Formations/Reorganizations	Development	Notices, Resolutions, Certificates of Completion	GC 60201(d)(I)	Permanent
Appraisals	Development	For real property owned by District - Not a public record until real estate transaction is complete	GC 60201	Closed/Completed + 2 years
Articles of Incorporation	Administration		GC 60201	Permanent
Audit Hearing or Review	Finance	Documentation created and/or received in connection with an audit hearing or review	GC 60201	Until audited + 2 years
Backflow Test Reports	Public Works	Reports of testing and maintenance - water supply	17 CCR 7605 GC 60201	3 years
Bank Account Reconciliations	Finance	Bank statements, canceled checks, certificates of deposit	GC 60201 26 CFR 31.6001-1(c)(2)	Until audited + 5 years
Benchmarks	Development	Horizontal, vertical & control	GC 60201	Permanent
Bids: Accepted	Development	Includes plan and specifications, notices/affidavits	GC 60201 CCP 337,337.1	Closed/Completed + 4 years
Bids: Unaccepted	Development	Unaccepted bid packages only	GC 60201	Award + 2 years
Billing Records	Finance	Utility bill stubs - submitted with payment	GC 60201	None required

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Type of Record	Category	Description or Example of Record	Legal Authority	Current Legal Retention Period*
Bonds	Finance	Authorization/public hearing records/prospectus/proposals/certificates/notion transcripts/registers / statements / paid or cancelled bonds, etc.	GC 60201 CCP 336 et seq. CCP 337.5(a); 26 CFR 1.6001-1(e); GC 43900 et seq.	Defeased + 10 years
Bonds - Employee	Finance	Personnel fidelity bonds	GC 60201 CCP 337 et seq.	Termination of employment + 4 years
Bonds – Surety, Labor & Materials	Finance	Bonds or letters of credit submitted by contractors to ensure complete and satisfactory performance of work/services for the District (Financial Instruments)	CCP 337	Upon Engineer’s Release
Brochures/Publications	Administration	Retain selected documents only for historic value	GC 60201	Until superseded + 2 years
Budget, Annual	Finance	Adjustments, journal entries, account transfers	GC 60201	Until audited + 2 years
Cal-OSHA Logs	Administration	Personnel-Logs, Supplementary Record, Annual Summary (Federal & State-Cal OSHA)	8 CCR 14300.33, 8 CCR §3203(b)(1), GC 60201	5 years
CA Ground Water Corrective Actions	Public Health & Safety	Documentation of corrective actions	40 CFR 141.33(b)(2); 22 CCR §64470	Last Action + 5 years

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Type of Record	Category	Description or Example of Record	Legal Authority	Current Legal Retention Period*
Payroll Tax Records (State & Federal)	Finance	Forms filed annually; quarterly and year-end reports	GC 60201 29 USC 436	Until audited + 4 years
Capital Improvements, Construction	Public Works	Records on planning, design, construction, conversion or modification of local government-owned facilities, structures and systems	GC 60201, CCP 337 <i>et seq.</i>	Permanent
Certified Payroll	Public Works	Copy of Certified Payroll Report as required by the Dept. of Industrial Relations	GC 60201	Until audited + 5 years
Checks	Finance	Includes payroll, canceled and voided checks	GC 60201 CCP 337	Until audited + 5 years
Citizen Feedback	Administration	General correspondence	GC 60201	2 years
Claims Against the District	Administration	Paid/Denied	GC 60201 GC 911.2	Until settled + 5 years
Collective Bargaining Agreements	Administration		GC 60201 CCP 337 <i>et seq.</i>	Completion + 5 years
Complaints/Requests	Administration	Various files, not related to specific lawsuits involving the District and not otherwise specifically covered by the retention schedule	GC 60201	2 years
Comprehensive Annual Financial Report	Finance	Financial services; internal and/or external reports; independent auditor report	GC 60201	Permanent

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Type of Record	Category	Description or Example of Record	Legal Authority	Current Legal Retention Period*
Correspondence/Emails (Content relates Substantially to District Business)	Administration	General correspondence, including letters and e-mail if the content relates substantially to District business	GC 60201	2 years
Deeds, Real Property	Development	File with recorded documents; originals may not be destroyed	GC 60201(d)(8)	Permanent
Deferred Compensation Reports	Finance	Finance - pension/retirement funds	GC 60201 26 CFR 31.6001.1	5 years
Deposits, Receipts	Finance	Checks, coins, currency	GC 60201	Until audited + 4 years
DMV Driver Information Reports	Administration	Personnel - Not a public record	GC 60201	Superseded or Separation
Easement, Real Property	Development	File with recorded documents; original may not be destroyed	GC 60201(d)(8)	Permanent
Economic Interest Statements - Form 700 (copies)	Administration	Copies of statements forwarded to Fair Political Practices Commission	GC 8 I 009(f), (g), GC 60201	4 years (can image after 2 years)
Economic Interest Statements - Form 700 (originals): Not Elected	Administration	Originals of statements of designated employees	GC 81009(e), (g), GC 60201	7 years (can image after 2 years)

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Economic Interest Statements - Form 700 (originals): Elected	Administration	FPPC filings	GC 81009(b), GC 60201	Election date + 4 years
Election - Administrative Documents	Administration	History of elections, sample ballots, copies of resolutions.	GC 60201	Permanent
Election - Ballots: Prop. 218 (Assessment Districts)	Administration	Property related fees (Assessment Ballot proceeding)	GC 53753(e)(2)	2 years
Employee - Bonds	Administration	Personnel fidelity bonds	GC 60201 GC 36507 PC 801.5, 803(c) 29 USC 1113	Termination of employment + 4 years
Employee – Personnel Files	Administration	Personnel Records - not a public record		Termination of employment + 4 years
Employee Information – Bi-weekly Payroll Report Records	Administration	Rate of pay, bi-weekly compensation	GC 60201 29 CFR 516.2	5 years
Employee Information - CEIR / EEOC Forms	Administration	Personnel – EEOC-1, EEOC-4 California Employer Information Report (for employers of 100 or more employees), Data regarding race, sex, national origin of applicants	2 CCR 11013 et seq. 29 CFR 1602.30 GC 60201, 12946,12960	3 years

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Type of Record	Category	Description or Example of Record	Legal Authority	Current Legal Retention Period*
Employee - Medical Files	Administration	Includes pre-employment physical clearance, medical records, respirator fit tests, exposure records, etc.	29 CFR 1910.1020 8 CCR 3204 8 CCR 5144, 8 CCR 15400.2 GC 12946, 12960, 60201	Termination of employment + 30 years
Employee - Personnel Files	Administration	Applications, Release Authorizations; Certifications; Reassignments; outside employment approvals; commendations, disciplinary actions; terminations; Oaths of Office; evaluations	29 CFR I 627.3 GC 3105 GC 12946, 12960 GC 60201 29 CFR 1602.31 LC 1198.5 26 CFR 31-6001-1	Termination of employment + 3 years
Employee - Programs	Administration	Includes EAP and Recognition	GC 60201 GC 12946, 12960	3 years
Employee - Recruitment, Applications	Administration	Applications of Unselected potential employees, Alternate lists/logs, ethnicity disclosures, examination materials, examination answer sheets, job description and bulletins	GC 12946, 12960 . 29 CFR 1602 et seq., 29 CFR 1627.32 CCR 11013(c);	3 years

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Type of Record	Category	Description or Example of Record	Legal Authority	Current Legal Retention Period*
Employee - Reports	Administration	Employee statistics, benefit activity, liability loss	GC 60201 GC 12946, 12960	3 years
Employee Rights – Grievances and Complaints	Administration	Grievances, union requests, complaints	GC 3105, 12946, 12960, 60201 29 CFR 1602 29 CFR, 1627.3(b)(1) LC 1198.5;	Termination of employment + 3 years
Employment - Eligibility Verification (1-9 Forms)	Administration	Federal Immigration and Nationality Act; Immigration Reform/Control Act 1986	8 CFR 274a.2 29 CFR 1627.3(b)(1) GC 12946,12960, 60201	Termination of employment + 3 years
Employment - Surveys and Studies	Administration	Includes surveys or studies regarding classification, wage rates	GC 12946, 12960 GC 60201 29 CFR 5 I 6.6(2) 29 CFR 1602.14	3 years
Employment Training - Personnel (by name)	Administration	Documenting internal and external Mandated or Safety training; Ethics Training, Harassment Prevention Training	GC 60201 GC 12946, 12960 8 CCR 3203 et seq. 29 CFR, 1627.3(b)(1) LC §6429(c) GC 53235.2(b) GC 53237.2(b)	Termination of Employment + 5 years

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Type of Record	Category	Description or Example of Record	Legal Authority	Current Legal
Employment - Vehicle Mileage Reimbursement Rates	Administration	Annual mileage reimbursement rates	GC 60201	Until superseded + 2 years
Environmental Quality - Air Quality Management District (AQMD)	Development	Participants/voucher logs, Total Daily Mileage Survey (TDM); various local authorities; Commute Alternative	AQMD Rule 2202 Guidelines GC 60201	3 years
Environmental Quality - Asbestos	Development	Documents, abatement projects, public buildings	GC 60201	Permanent
Environmental Quality - California Environmental Quality Act (CEQA)	Development	Exemptions, Environmental Impact Report, Mitigation monitoring, negative declaration, notices of completion and determination, comments, statement of overriding	GC 60201 14 CCR §15095(c)	Permanent
Environmental Quality - California Environmental Quality Act (CEQA) – Staff Notes and Correspondence	Development	Correspondence submitted to, or transferred from the agency, and all internal agency communications, including staff notes related to a CEQA action	Golden Door Properties, LLC v. Superior Court of San Diego County (County of San Diego, et al., Real Parties in Interest) (D076605, D076924, D076993) (4th Dist. 2020) PRC 21167,6 GC 60201	When CEQA Permit is Finalled

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Environmental Quality - Pest Control	Development	Pesticide applications, inspections and sampling documents	GC 60201 3 CCR 6623, 40 CFR 171.11 et seq.	2 years
Environmental Quality - Soil Reports	Development	Final Reports	GC 60201	Permanent
Ethics Training Records, Harassment Prevention Training Records	Administration	Certificates of Completion or proof of attendance at mandated training for Ethics or Harassment Prevention	GC 53235.2(b) GC 53237.2(b)	Completed + 5 years
Family and Medical Leave Act (Federal)	Administration	Records of leave taken, notices, communications relating to taking leave (not Workers Compensation)	29 CFR 825.500 GC 12946, 12960 GC 60201	Termination of employment + 3 years
Federal Tax Records = 1099 or 1096 (Vendors)	Finance	Forms 1096, 1099 (Miscellaneous Income)	29 USC 436 GC 60201	Until audited + 4 years
Federal Tax Records = W-9s (Vendors)	Finance	Form W-9 (Request for Taxpayer Identification)	GC 60201 IRS Guidelines	Vendor inactive + 3 years
Federal Tax Records = W-2s (Employees)	Finance	Form W-2 (Wage and Tax Statement)	GC 60201 26 CFR 31-6001-1	7 years
Federal Tax Records = W-4s (Employees)	Finance	Form W-4 (Employee's Withholding Certificate)	GC 60201 26 CFR 31-6001-1	Superseded + 5 years, or Employee Separation + 5 years

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Type of Record	Category	Description or Example of Record	Legal Authority	Current Legal Retention Period*
Financial Audit Records (Not Consolidate Annual Financial Report)	Finance	Internal/external and audit documentation and analysis	GC 60201	Until audited + 7 years
Fixed Assets Inventory	Finance	Reflects purchase date, cost, account number	GC 60201	Until audited + 4 years
Fixed Assets - Surplus Property: Auction	Finance	Listing of property	GC 60201	Until audited + 4 years
Fixed Assets - Surplus Property: Disposal	Finance	Scaled bid sales of equipment	GC 60201	Until audited + 4 years
Fixed Assets - Vehicle Ownership & Title	Finance	Title transfers when vehicle is sold		Until sold
Fund Transfers	Finance	Internal; bank transfers & wires	GC 60201	Until audited + 7 years
General Ledgers	Finance	All annual financial summaries - all agencies	GC 60201	Until audited + 7 years
Gifts/Bequests	Finance	Receipts or other documentation	GC 60201	Until audited + 4 years

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Type of Record	Category	Description or Example of Record	Legal Authority	Current Legal Retention Period*
Grants - Community Development Block Grant (CDBG); Urban Development; other Federal and State Grants	Development	Grants documents and all supporting documents; applications, expenditure reports, contracts, project files, proposals, statements, grant documents,	GC 60201 24 CFR 570.502 2 CFR 200.333 24 CFR 91.105(h), 92.505, 570.490 29 CFR 97.42; OMB Circular A-110 & A-133 GC 8546.7	Final Expenditure Report + 5 years
Hazardous Materials - Hazardous Waste Disposal		Documents regarding handling and disposal of hazardous waster [Permanent retention of environmentally sensitive materials is recommended]	GC 60201 22 CCR § 66262.40	Permanent
Hazardous Material - Permits, Hazardous Materials Storage		Permits issued by Regulator Agencies to the District	GC 60201	Expiration + 2 years
Hazardous Materials - Underground Storage Tank		Compliance; Documents regarding: storage, location, installation, removal, remediation	GC 60201 23 CCR 2712(b) H&S §25284.4(i)	Permanent
Information Systems - Computer Backups	Administration	Backups for Disaster Recovery	GC 60200	None

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Insurance – Employee Dishonest / Fidelity Bonds	Finance	Personnel related	GC 60201 EVC 1045, PC 801.5, 803(c)	Expiration + 4 years
Insurance - Joint Powers Agreement	Finance	MOU, agreements	GC 60201 CCP 337 et seq.	Permanent
Insurance – Certificates / Vendors	Finance	Vendor’s proof of insurance to protect the District, Insurance certificates filed separately from contracts	GC 60201 CCP 337 et seq.	10 years
Insurance - Liability/Property / District Policies	Finance	May include District Policies for liability, property	GC 60201 CCP 337 et seq.	Permanent
Insurance - Risk Management Reports	Finance	Loss Analysis Report; Actuarial Studies	29 CFR 1904.4 GC 60201	5 years
Investment Reports - Transactions	Finance	Summary of transactions, inventory and earnings report	GC 60201	Until Audited + 4 years
Invoices – Accounts Receivable	Finance	fees owed, billing, related documents	GC 60201	Until audited + 4 years

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Legal Notices/Affidavits of Publication	Administration		GC 60201 GC 54960.1(c)(1)	2 years
Legal Opinions	Administration		GC 60201	None
Litigation	Administration	Case files	GC 60201 CCP 337 <i>et seq.</i> GC 68150	Until settled or adjudicated + 5 years
Maintenance Manuals	Administration	Equipment service/maintenance	GC 60201	Until superseded
Maintenance/Repair Records / Work Orders / Service Requests	Administration	Equipment Work Orders / Service Requests (may include work performed on potable water systems)	GC 60201 CCP 338, 340, 342	5 years
Marketing, Promotional	Administration	Brochures, announcements, etc.	GC 60201	Min. 2 years
Meter Operations	Public Works	Reader reports; orders; tests; maintenance reports	GC 60201	5 years
Meter Reading	Public Works	Reports and rebate reports	GC 60201	5 years
Minutes	Administration	Minutes of District Board meeting.	GC 60201(d)(3)	Permanent

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Newsletter, District	Administration	May wish to retain permanently for historic reference.	GC 60201	Min. 2 years
Notices - Public Meetings	Administration	Special Meetings	GC 60201 GC 54960.1(c)(1)	2 years
Oaths of Office	Administration	Elected and public officials - Board Members	GC 60201 29 USC 1113 GC 3105	Termination of Employment + 4 years
Ordinances	Administration	District laws enacted by the Board of Directors	GC 60201(d)(2)	Permanent
OSHA Logs	Administration	OSHA Log 200, 300, etc	LC 6429(c) 8 CCR 14300.33 8 CCR 3203(b)(1) GC 60201	5 years
OSHA Citations or Inspections	Administration	Citations or Inspections made by OSHA	GC 60201 8 CCR 3203(b)(1) OMB 1220-0029 LC 6429(c)	5 years
Payroll - Time cards/sheets	Finance	Employee	GC 60201(d)(12)29 CFR516.5, 516.6. 29 CFR 31.6001-1(e)(2), R&T §19530; LC § 1174(d) 8 CCR 11040.7(c)	Until audited + 7 years

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PERS - Employee Benefit Plans	Administration	Retirement Plans, etc.	GC 60201, 29 CFR 1627.3(b)(2) 29 USC 1027	Termination of Plan + 6 years
Personnel Rules and Regulations	Administration	Including employee handbook	GC 60201, 12946, 12960	Until superseded + 3 years
Petitions	Administration	Submitted to legislative bodies	GC 50115	1 year
Policies - Administrative	Administration	All policies and procedures, directives rendered by the District not assigned a resolution number	GC 60201	Min. 2 years
Policies - District Board	Administration	Original policies adopted by the Board	GC 60201	Min. 2 years
Political Support/Opposition Requests & Responses	Administration	Related to legislation	GC 60201	2 years
Press Releases	Administration	Related to District actions/activities	GC 60201	2 years
Procedure Manuals	Administration	Administrative	GC 60201	Min. 2 years
Property - Abandonment	Development	Buildings, condemnation, demolition	GC 60201(d)(8)	Permanent

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Property-Acquisition/Disposition	Development	District owned. Supporting documents regarding sale, purchase, exchange, lease or rental of property by District	GC 60201(d)(8)	Permanent
Public Records Request	Administration	Request from the public to inspect or copy public documents	GC 60201	2 years
Purchasing - RFQs, RFPs	Finance	Requests for Qualifications; Requests for Proposals regarding goods and services	GC 60201	Min. 2 years
Purchasing - Requisitions, Purchase Orders	Finance	Original Documents	GC 60201 CCP 337	Until audited + 5 years
Recordings – Audio meeting of legislative bodies	Administration	Audio recordings of Board meeting - for preparation of Board meeting minutes	GC 54953.5(b), 60201	Date recorded + 90 days
Recordings - Video: meeting of legislative bodies	Administration	Video recordings of public meeting made by or at the direction of the District (e.g., Board meetings)	GC 53160, 60201	Min. 90 days
Records Management - Disposition Authorization & Certification	Administration	Documentation of authorization to destroy District records	GC 60201	10 years

Legal Authority Abbreviations

CCP	Code of Civil Procedure	GC	Government Code	IRS	Internal Revenue Service
CCR	California Code of Regulations	FC	Financial Code	LC	Labor Code
CFR	Code of Federal Regulations	H&S	Health & Safety Code	PC	Penal Code
EC	Elections Code	IRC	Internal Revenue Code	R&TC	Revenue & Taxation Code
USC	United States Code				

*Unless otherwise noted, year(s) is in addition to current year.

FLORIN RESOURCE CONSERVATION DISTRICT
RECORDS RETENTION SCHEDULE

Disposal of any record must be authorized in writing by the General Manager, with written consent from District Legal Counsel. (Gov. Code § 60200 *et seq.*)

Type of Record	Category	Description or Example of Record	Legal Authority	Current Legal Retention Period*
Records Retention Schedules	Administration	Policy Document that determines how long each record series is retained for official District records.	GC 60201	Until superseded + 10 years
Resolutions	Administration	District laws enacted by the Board of Directors	GC 60201(d)(2)	Permanent
Returned Checks	Finance	Finance-NSF (not District checks)	GC 60201 CCP 337	Until audited + 5 years
Safety Data Sheets	Administration	Exposure Records – includes Material Safety Data Sheets	GC 60201	Permanent
State Controller Reports	Finance	Annual reports	GC 60201	5 years
Stop Payments	Finance	Finance - bank statements	CG 60201 CCP 337	Until audited + 5 years
Taxes, Special	Finance	Special tax levied by a local agency on a per parcel basis	GC 60201	Until Audited + 5 years
Utility Services - Applications	Customer Service	Applications for utility connections, disconnects, registers, services	GC 60201	Close of Account + 2 years
Utility Services - Billing Records	Customer Service	Customer name, service address, meter reading, usage, payments, applications/cancellations	GC 60201	Until audited + 2 years

Legal Authority Abbreviations

CCP	Code of Civil Procedure	GC	Government Code	IRS	Internal Revenue Service
CCR	California Code of Regulations	FC	Financial Code	LC	Labor Code
CFR	Code of Federal Regulations	H&S	Health & Safety Code	PC	Penal Code
EC	Elections Code	IRC	Internal Revenue Code	R&TC	Revenue & Taxation Code
USC	United States Code				

*Unless otherwise noted, year(s) is in addition to current year.

**FLORIN RESOURCE CONSERVATION DISTRICT
RECORDS RETENTION SCHEDULE**

Disposal of any record must be authorized in writing by the General Manager, with written consent from District Legal Counsel. (Gov. Code § 60200 *et seq.*)

Type of Record	Category	Description or Example of Record	Legal Authority	Current Legal
Utility Services - Utility Rebates, Reports		Water Conservation rebates (low-flow toilet, landscaping, turf replacement, etc.)	GC 60201	Until Audited + 4 years
Warrant Register/Check Register	Finance	Record of checks issued; approved by legislative body (copy is normally retained as part of agenda packet information)	GC 60201	Until audited + 4 years
Water Quality – Chemical Analysis Reports	Public Health & Safety	Records of chemical analyses sampling, for Potable Water, Chain of Custody	22 CCR 64470 40 CFR 141.33(a)	10 years
Water Quality - Lead and Copper Analysis Reports	Public Health & Safety	Records of sampling data and analyses, reports, for Potable Water, Chain of Custody	22 CCR 64400.25; 22 CCR §64470, 40 CFR 141.33(a); 40 CFR 141.91	12 years
Water Quality- Microbiological Analysis Reports	Public Health & Safety	Records of microbiological and turbidity analyses for Potable Water, Chain of Custody	22 CCR 64470 40 CFR 141.33(a) and (b)(1)	5 years
Workers Compensation Files	Finance	Work-injury claims (including denied claims); Accident or Injury Reports, Toxic Substance Exposure Reports, Final Settlement	8 CCR I 5400.2 8 CCR 10102; 8 CCR 5144, 8 CCR §3204(d)(1) 29 CFR 1910.1020, GC 12946,12960, 60201. CCP §337 et seq.	Termination of employment + 30 years

Legal Authority Abbreviations

CCP	Code of Civil Procedure	GC	Government Code	IRS	Internal Revenue Service
CCR	California Code of Regulations	FC	Financial Code	LC	Labor Code
CFR	Code of Federal Regulations	H&S	Health & Safety Code	PC	Penal Code
EC	Elections Code	IRC	Internal Revenue Code	R&TC	Revenue & Taxation Code
USC	United States Code				

*Unless otherwise noted, year(s) is in addition to current year.

Date: _____ Department: _____

AUTHORIZATION TO DESTROY PAPER AFTER IMAGING / TRUSTWORTHY ELECTRONIC RECORDS COMPLIANCE

(the paper media version of a record is destroyed, to rely on the image as the "Official Record")

Records Series Description	Start Date	End Date	Box #s	Where Official Electronic Records are Stored

Optional Ongoing Authorization, After Review and Approval of Written Policies and Procedures:

The above Records Series are approved for destruction on an on-going (day-forward) basis, provided they comply with written policies and procedures approved by the Human Resources Administrator/Board Secretary.

Human Resources Administrator/Board Secretary

Date

Check one option for destruction:

- Shredding is Required (Records contain private information) OR
- Recycle (Records do NOT contain private information)

I certify that the records listed above have been imaged in compliance with applicable state laws:

Images have been quality checked, and contain all significant details from the original and are an adequate substitute for the original document for all purposes for which the document was created or maintained.

Indexing has been verified / quality checked.

Images have been placed on unalterable optical media that cannot be altered or changed (DVD-r, Blue-Ray-R, CD-R, or WORM – Write Once, Read Many unalterable media)

The unalterable optical media has been stored in a safe and separate location.

Employee

Department / Division

Date

PAPER VERSION OF THE ABOVE RECORDS ARE APPROVED FOR DESTRUCTION (the imaged version becomes the original, and will be retained for the applicable retention period):

Human Resources Administrator/Board Secretary

Date

Return this form to the originating department following approval.

(Complete after destruction has been performed, if done by Employees. If destruction is performed by a commercial vendor, have them provide you with a certificate.)

I HEREBY CERTIFY that the items listed above have been destroyed in accordance with policies and procedures:

Employee

Department / Division

Date

Return this form to the Human Resources Administrator/Board Secretary after completed.

August 17, 2021

TO: Chair and Directors of the Florin Resource Conservation District

FROM: Bruce Kamilos, General Manager

SUBJECT: **FIBER OPTIC LINE PROJECT CONTRACT**

RECOMMENDATION

It is recommended that the Florin Resource Conservation District Board of Directors authorize the General Manager to execute a construction contract in the amount of \$290,547.17 with Arrow Drillers, Inc. for the Fiber Optic Line Project.

SUMMARY

The Elk Grove Water District (EGWD) received bids for the Fiber Optic Line Project on August 5, 2021. Three (3) contractors submitted bids for the project. Arrow Drillers, Inc. was the lowest responsive, responsible bidder with a bid amount of \$290,547.17. The Florin Resource Conservation District (FRCD) Board of Directors' (Board) approved budget for the Fiber Optic Line Project for fiscal year 2021-22 is \$300,000.

Staff recommends that the Board authorize the General Manager to execute a construction contract (attached) in the amount of \$290,547.17 with Arrow Drillers, Inc. for the Fiber Optic Line Project.

DISCUSSION

Background

This fiscal year's capital improvement program (CIP) includes the Fiber Optic Line Project. The project installs approximately 3,000 linear feet of fiber optic line between the Railroad Water Treatment Facility (RRWTF) and EGWD's new Administration Building. The construction schedule has EGWD staff moving into the new Administration Building by April/May 2022. Prior to moving into the building, the EGWD must have a fiber optic line installed and in service connecting the servers at the RRWTF to the computer systems in the new building. This is necessary so that staff in the Administration Building may conduct daily business.

FIBER OPTIC LINE PROJECT CONTRACT

Page 2

Present Situation

EGWD staff bid out the Fiber Optic Line Project. Staff received and opened three (3) bids on August 5, 2021 at 2:00 pm. Arrow Drillers, Inc. was the lowest responsive, responsible bidder for the project.

The bids are summarized below:

	<u>Company Name</u>	<u>Bid Amount</u>
1	Arrow Drillers, Inc.	\$290,547.17
2	Hylan West, Inc.	\$458,481.20
3	Royal Electric Company	\$1,524,524.00
	<i>Budgeted Amount</i>	\$300,000.00

Staff recommends that the Board authorize the General Manager to execute a contract in the amount of \$290,547.17 with Arrow Drillers, Inc. for the Fiber Optic Line Project.

ENVIRONMENTAL CONSIDERATIONS

The proposed project has been determined to be categorically exempt from environmental review under the provisions of California Environmental Quality Act (CEQA) Class 2, Section 15302 (Replacement or Reconstruction), which includes replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity. A Notice of Exemption (NOE) will be filed with the County Clerk for this project.

STRATEGIC PLAN CONFORMITY

The recommendation made in this staff report conforms to Strategic Goal 3, Planning and Operational Efficiency. Strategic Goal 3 directs EGWD to practice ongoing infrastructure renewal and organizational improvement through planning and increased operational efficiency. Implementing the projects contained in the capital improvement program meets this directive.

August 17, 2021

FIBER OPTIC LINE PROJECT CONTRACT

Page 3

FINANCIAL SUMMARY

The financial impact of the contract for the Fiber Optic Line Project is \$290,547.17. The funds for this project will be paid for from the approved fiscal year 2021-22 CIP reserve fund.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "B. M. Kamilos".

BRUCE M. KAMILOS
GENERAL MANAGER

Attachment

CONTRACT

THIS CONTRACT is made this ____ day of _____, 2021, in the County of Sacramento, State of California, by and between the Florin Resource Conservation District, hereinafter called District, and Arrow Drillers, Inc., hereinafter called Contractor. The District and the Contractor for the considerations stated herein agree as follows:

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

Elk Grove Water District Fiber Optic Line Project

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

ARTICLE 2. TIME FOR COMPLETION. The Work shall be commenced on the date stated in the District’s Notice to Proceed. The Contractor shall substantially complete all Work required by the Contract Documents within 90 calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. The District shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Two Hundred Ninety Thousand Five Hundred Forty-Seven and Seventeen Dollars (\$290,547.17). Payment shall be made as set forth in the General Conditions.

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

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

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

CONTRACT

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

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

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

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

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

ARTICLE 8. PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at 2031 Howe Avenue Suite 100, Sacramento, CA or may be obtained online at <http://www.dir.ca.gov/dlsr>. and which must be posted at the job site. All public works projects shall comply with the Department of Industrial Relations (DIR) prevailing wage monitoring requirements. The DIR compliance monitoring program requires all contractors and subcontractors (of any tier) to be registered with DIR prior to bidding on or entering into a contract for a public works project. **Each contractor submitting a bid must list on the Bid Schedule their DIR Public Works Contractor Registration number in the space provided. On the List of Subcontractors, the contractor must list the DIR registration number of all of its subcontractors in the space provided. Failure to provide this information may disqualify the contractor from the bid.** The contractor who is awarded the contract must electronically submit all certified payroll records to DIR during the course of the project. The District shall file a PWC-100 form electronically with

CONTRACT

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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.

CONTRACT

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

FLORIN RESOURCE CONSERVATION DISTRICT	<u>[NAME OF CONTRACTOR]</u>
By:	By:
_____ Signature	<i>Michael F. Wegener</i> Signature
Bruce Kamilos _____ Name	<i>Michael F. Wegener</i> _____ Name
General Manager _____ Title	<i>CEO</i> _____ Title
Attest:	<i>708757</i> _____ License Number
_____ District Clerk	
Approved as to Form:	

_____ Name	
General Counsel _____ Title	

CONTRACT

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

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

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of

PERFORMANCE BOND

Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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

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

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

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

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

PERFORMANCE BOND

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

CONTRACTOR/PRINCIPAL

Name

By _____

SURETY:

By: _____
Attorney-In-Fact

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

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

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

PERFORMANCE BOND

STATE OF CALIFORNIA)
) ss.
DISTRICT OF _____)

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

Notary Public in and for said State

(SEAL)

Commission expires: _____

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

PERFORMANCE BOND

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL MEN BY THESE PRESENTS That

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

(the “Project”); and

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

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the District in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, including reasonable attorneys’ fees, court costs, expert witness fees and investigation expenses.

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

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition,

PAYMENT BOND (LABOR AND MATERIALS)

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

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

(Corporate Seal of Principal,
if corporation)

Principal (Property Name of Contractor)

By _____
(Signature of Contractor)

(Seal of Surety)

Surety

By _____
Attorney in Fact

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

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

PAYMENT BOND (LABOR AND MATERIALS)

GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

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

GENERAL CONDITIONS

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

ARTICLE 2. CONTRACT DOCUMENTS

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

GENERAL CONDITIONS

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

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

ARTICLE 3. CONTRACTS DOCUMENTS: COPIES & MAINTENANCE

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

Contractor shall maintain a clean, undamaged set of Contract Documents at the Project site. Bids must be submitted on the District's Bid Forms. Bidders may obtain a copy of the Contract Documents at: Sacramento Regional Builders Exchange, 5370 Elvas Avenue, Sacramento, CA 95819, (916) 442-8991.

ARTICLE 4. DETAIL DRAWINGS AND INSTRUCTIONS

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

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

ARTICLE 5. EXISTENCE OF UTILITIES AT THE WORK SITE

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

ARTICLE 6. SCHEDULE

- a. **Estimated Schedule.** Within seven (7) days after the issuance of the Notice to Proceed, Contractor shall prepare a Project schedule and shall submit this to the Engineer for Approval. The receipt or Approval of any schedules by the Engineer or the District shall not in any way relieve the Contractor of its obligations under the Contract Documents. The

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

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

ARTICLE 7. SUBSTITUTIONS

- a. Pursuant to Public Contract Code Section 3400(b) the District may make a finding that is described in the invitation for bids that designates certain products, things, or services by specific brand or trade name.
- b. Unless specifically designated in the Contract Documents, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in the Contract Documents. However, the District may have adopted certain uniform standards for certain materials, processes and articles.
- c. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The

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burden of proof as to the equality of any material, process or article shall rest with the Contractor. The District has the complete and sole discretion to determine if a material, process or article is an “or equal” material, process or article that may be substituted.

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

ARTICLE 8. SHOP DRAWINGS

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

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ARTICLE 9. SUBMITTALS

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

ARTICLE 10. MATERIALS

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

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ARTICLE 11. CONTRACTOR'S SUPERVISION

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

ARTICLE 12. WORKERS

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

ARTICLE 13. SUBCONTRACTORS

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

ARTICLE 14. PERMITS AND LICENSES

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

- a. Contractor shall obtain and pay for all other permits and licenses required for The Work, including excavation permit and for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than the District.
- b. The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by

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governing authorities, except for such off-site inspections delineated as the District's responsibility pursuant to the Contract Documents.

- c. Before Acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the District.

ARTICLE 15. UTILITY USAGE

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

ARTICLE 16. INSPECTION FEES FOR PERMANENT UTILITIES

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

ARTICLE 17. TRENCHES

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

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promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

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

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

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

ARTICLE 18. DIVERSION OF RECYCLABLE WASTE MATERIALS

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

ARTICLE 19. REMOVAL OF HAZARDOUS MATERIALS

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

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affected area shall not thereafter be resumed except by written agreement of the District and Contractor.

ARTICLE 20. SANITARY FACILITIES

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

ARTICLE 21. AIR POLLUTION CONTROL

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

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

ARTICLE 22. COMPLIANCE WITH STATE STORM WATER PERMIT

Permit Compliance. The Contractor shall comply with the District's National Pollutant Discharge Elimination System (NPDES) Permit No. CAG995001 issued by the Regional Water Quality Control Board in association with Low Threat General Waste Discharge Order No. R5-2013-0074-059.

- a. **Consideration of Costs.** As stated in the Instruction to Bidders, it was the responsibility of the Contractor in preparing its bid to evaluate and include in the bid any costs for complying with the Permits.
- b. **Other Applicable Laws.** Contractor shall also comply with the lawful requirements of any applicable municipality, the District, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system(s) or other water

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courses under their jurisdiction, including applicable requirements in municipal storm water management programs. This requirement applies to all projects, including those projects that impact less than one acre or disturb less than one acre.

- c. **Run-on Drainage.** Storm, surface, nuisance or other waters may be encountered at various times during the course of construction. By submitting its bid, Contractor acknowledged that it investigated the risk arising from such waters, prepared its bid accordingly, and assumed any and all liabilities arising therefrom.

- d. **Liability for Non-Compliance.** Failure to comply with the Permit or any applicable municipal permit is a violation of law and may be subject to penalties, fines, or additional regulatory requirements. In addition to the other indemnities included herein, Contractor hereby agrees to indemnify and hold harmless District, its officers, directors, agents and employees from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of noncompliance with the Permit or the applicable municipal permit, unless such noncompliance is the result of District's sole established negligence, willful misconduct or active negligence..

ARTICLE 23. CLEANING UP

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

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

ARTICLE 24. LAYOUT AND FIELD ENGINEERING

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

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ARTICLE 25. EXCESSIVE NOISE

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

ARTICLE 26. TESTS AND INSPECTIONS

- a. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority require any part of The Work to be tested or Approved, Contractor shall provide the Engineer at least two (2) working day's 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

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unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.

- f. Reexamination of Work may be ordered by the District. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the District shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

ARTICLE 27. PROTECTION OF WORK AND PROPERTY

- a. The Contractor shall be responsible for all damages to persons or property that occur as a result of The Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the District. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.
- b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Engineer or the District. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the District and the Contractor.
- c. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.
- d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by The Work operations. Contractor shall:
 - 1) Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.
 - 2) Provide substantial barricades around any shrubs or trees indicated to be preserved.
 - 3) Deliver materials to the Project site over a route designated by the Engineer.

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

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

- e. Should damage to persons or property occur as a result of The Work, Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The District shall be entitled to inspect and copy any such documentation, video, or photographs.

ARTICLE 28. CONTRACTORS MEANS AND METHODS

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

ARTICLE 29. AUTHORIZED REPRESENTATIVES

The District shall designate representatives, who shall have the right to be present at the Project site at all times. The District may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector is not authorized to make changes in the Contract Documents. The inspector shall not be responsible for the Contractor's failure to carry out The Work in

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accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

ARTICLE 30. HOURS OF WORK

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

ARTICLE 31. PAYROLL RECORDS

- a. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.
- b. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the District. The Contractor shall also provide the following:
 - 1) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

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- 2) A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the Department of Industrial Relations (“DIR”).
- c. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement (“DLSE”) of the DIR or shall contain the same information as the forms provided by the DLSE.
- d. Any copy of records made available for inspection and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual’s name, address, and social security number. The name and address of the Contractor or any subcontractor shall not be marked or obliterated.
- e. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this section. Should noncompliance still be evident after such ten (10) day period, the Contractor shall, as a penalty to the District, forfeit Twenty-five Dollars (\$25.00) for each day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the DIR, such penalties shall be withheld from contract payments.

ARTICLE 32. PREVAILING RATES OF WAGES

- a. The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Since this Project involves an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the District. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the Project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.
- b. The Contractor and each subcontractor shall forfeit as a penalty to the District not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such

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stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

- c. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

ARTICLE 33. EMPLOYMENT OF APPRENTICES

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

ARTICLE 34. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY/EMPLOYMENT ELIGIBILITY

Pursuant to Labor Code Section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

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

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

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

ARTICLE 35. LABOR/EMPLOYMENT SAFETY

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

ARTICLE 36. WORKERS' COMPENSATION INSURANCE

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

ARTICLE 37. EMPLOYER'S LIABILITY INSURANCE

Contractor shall provide during the life of this Contract, Employer's Liability Insurance, including Occupational Disease, in the amount of, at least, one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide District with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed,

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if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the District.

ARTICLE 38. COMMERCIAL GENERAL LIABILITY INSURANCE

- a. Contractor shall procure and maintain during the life of this Contract and for such other period as may be required herein, at its sole expense, occurrence version Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products/completed operations if applicable, personal and advertising injury – which may arise from or out of Contractor’s operations, use, and management of the Project site, or the performance of its obligations hereunder. Policy limits shall not be less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor’s indemnification obligations to the District, and shall not preclude the District from taking such other actions available to the District under other provisions of the Contract Documents or law.
- c. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor’s coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the District harmless from any damage, loss, cost, or expense, including attorneys’ fees, incurred by the District as a result thereof.
- d. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.
- e. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions, relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the District may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to

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achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.

- f. Such insurance shall comply with the provisions of Article 42 below.

ARTICLE 39. AUTOMOBILE LIABILITY INSURANCE

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

ARTICLE 40. FORM AND PROOF OF CARRIAGE OF INSURANCE

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

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

ARTICLE 41. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- a. **Time for Completion/Liquidated Damages.** Work shall be commenced within ten (10) days of the date stated in the District's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The District is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the District's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the District (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If The Work is not completed as stated in the Contract Documents, it is understood that the District will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each day of delay until The Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.
- b. **Inclement Weather.** Contractor shall abide the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.
- c. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of The Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the District in writing of causes of delay. The District shall ascertain the facts and extent of delay and grant extension of time for completing The Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.

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- d. **No Damages for Reasonable Delay.** The District’s liability to Contractor for delays for which the District is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the District be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable District delay, including delays caused by items that are the responsibility of the District pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

ARTICLE 42. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the District:

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

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

ARTICLE 43. MOBILIZATION

- a. When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate (“Initial Mobilization”). When no bid item is provided for “Initial Mobilization,” payment for such costs will be deemed to be included in the other items of The Work.
- b. Payment for Initial Mobilization based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of the

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Engineer. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:

1. Obtaining and paying for all bonds, insurance, and permits.
2. Moving on to the Project site of all Contractor's plant and equipment required for first month's operations.
3. Installing temporary construction power, wiring, and lighting facilities.
4. Establishing fire protection system.
5. Developing and installing a construction water supply.
6. Providing and maintaining the field office trailers for the Contractor, complete with all specified furnishings and utility services including telephones, telephone appurtenances, computer and printer, and copying machine.
7. Providing on-site communication facilities including telephones, radio pagers, and fax machines.
8. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.
9. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.
10. Arranging for and erection of Contractor's work and storage yard.
11. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.
12. Full-time presence of Contractor's superintendent at the job site as required herein.
13. Submittal of Construction Schedule as required by the Contract Documents.

ARTICLE 44. PAYMENTS

- a. The District shall make monthly progress payments following receipt of undisputed and properly submitted payment requests. Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of Work performed up to the last day of the previous month, less the aggregate of previous payments.

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- b. The Contractor shall, after the full completion of The Work, submit a final payment application. All prior progress estimates shall be subject to correction in the final estimate and payment.
- c. Unless otherwise required by law, the final payment of five percent (5%) of the value of the Work, if unencumbered, shall be paid no later than sixty (60) Days after the date of recordation of the Notice of Completion.
- d. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the District arising from this Contract.
- e. Payments to the Contractor shall not be construed to be an acceptance of any defective work or improper materials, or to relieve the Contractor of its obligations under the Contract Documents.
- f. The Contractor shall submit with each payment request the Contractor's conditional waiver of lien for the entire amount covered by such payment request, as well as a valid unconditional waiver of lien from the Contractor and all subcontractors and materialmen for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code Section 3262. Prior to final payment by the District, the Contractor shall submit a final waiver of lien for the Contractor's work, together with releases of lien from any subcontractor or materialmen.

ARTICLE 45. PAYMENTS WITHHELD AND BACKCHARGES

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

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

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- j. Failure of the Contractor to comply with requirements of the Contract Documents.
- k. Liquated 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, back charges or payments withheld pursuant to the Contract Documents.

ARTICLE 46. CHANGES AND EXTRA WORK

a. Change Order Work.

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

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- 6) Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the District.
- 7) If the Contractor fails to submit the cost proposal within the seven (7) Day period (or as requested), the District has the right to order the Contractor in writing to commence the work immediately on a force account basis and/or issue a lump sum change to the contract price in accordance with the District's estimate of cost. If the change is issued based on the District estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the District's estimate was in error.
- 8) Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:
 - (a) Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
 - (b) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials cost shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the Engineer shall determine the materials cost, at its sole discretion.
 - (c) Tool and Equipment Use. No payment will be made for the use of small tools, tools which have a replacement value of \$1,000 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.
 - (d) Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:

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- i. “Net Cost” is defined as consisting of costs of labor, materials and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up.
 - ii. For Work performed by the Contractor’s forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work.
 - iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work to which the Contractor may add five (5%) percent of the subcontractor’s Net Cost.
 - iv. For Work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the Net Cost for Work to which the subcontractor and general contractor may each add an additional five (5 %) percent of the Net Cost of the lower tier subcontractor.
 - iv. No additional mark up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by District exceed twenty-five (25%) percent of the Net Cost as defined herein.
- 9) For added or deducted Work by subcontractors, the Contractor shall furnish to the District the subcontractor’s signed detailed estimate of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.
 - 10) For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the District a detailed estimate or quotation of the cost to the Contractor, signed by such vendor or supplier.
 - 11) Any change in The Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.
 - 12) Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the change order for work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to

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a multiplicity of changes and/or clarifications. The Contractor may not change or modify the District's change order form in an attempt to reserve additional rights.

- 13) If the District disagrees with the proposal submitted by Contractor, it will notify the Contractor and the District will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the District, a change order will be issued by the District. If no agreement can be reached, the District shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the District within fifteen (15) Days of the issuance of the unilateral change order, disputing the terms of the unilateral change order.
- 14) No dispute, disagreement or failure of the parties to reach agreement on the terms of the change order shall relieve the Contractor from the obligation to proceed with performance of the work, including extra work, promptly and expeditiously.
- 15) Any alterations, extensions of time, extra work or any other changes may be made without securing consent of the Contractor's surety or sureties.

ARTICLE 47. OCCUPANCY

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

ARTICLE 48. INDEMNIFICATION

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

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them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

ARTICLE 49. RECORD (“AS BUILT”) DRAWINGS

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

ARTICLE 50. RESOLUTION OF CLAIMS

This section 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 section, 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.

GENERAL CONDITIONS

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 section and, instead, proceed directly to commencement of a civil action or binding arbitration.

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

GENERAL CONDITIONS

ARTICLE 51. DISTRICT'S RIGHT TO TERMINATE CONTRACT

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

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

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

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

After receipt of Notice of Termination, and except as directed by the District, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

- 1) Stop Work as specified in the Notice.
- 2) Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
- 3) Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is

GENERAL CONDITIONS

situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.

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

ARTICLE 52. WARRANTY AND GUARANTEE

- a. Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents; and that all Work conforms to the Contract Document requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.
- b. Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for one year.
- c. The Contractor shall remedy at its expense any damage to District-owned or controlled real or personal property.
- d. Contractor shall furnish the District with all warranty and guarantee documents prior to final Acceptance of the Project by the District.

GENERAL CONDITIONS

- e. The District shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the county shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense.
- f. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the District may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.
- g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under this Contract, the Contractor shall:
 - 1) Obtain for District all warranties that would be given in normal commercial practice;
 - 2) Require all warranties to be executed, in writing, for the benefit of the District; and
 - 3) Enforce all warranties for the benefit of the District, unless otherwise directed in writing by the District.

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

ARTICLE 53. DOCUMENT RETENTION & EXAMINATION

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

GENERAL CONDITIONS

ARTICLE 54. SOILS INVESTIGATIONS

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

ARTICLE 55. SEPARATE CONTRACTS

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

ARTICLE 56. NOTICE AND SERVICE THEREOF

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

GENERAL CONDITIONS

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ARTICLE 57. NOTICE OF THIRD PARTY CLAIMS

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

ARTICLE 58. STATE LICENSE BOARD NOTICE.

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

ARTICLE 59. INTEGRATION

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

ARTICLE 60. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

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

ARTICLE 61. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2 (commencing with Section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time the District makes final payment to the Contractor, without further acknowledgment by the parties.

GENERAL CONDITIONS

ARTICLE 62. PROHIBITED INTERESTS

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

ARTICLE 63. LAWS AND REGULATIONS

- a. Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified by their terms. References to specific laws, rules or regulations in this Contract are for reference purposes only, and shall not limit or affect the applicability of provisions not specifically mentioned. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall bear all costs arising therefrom.
- b. Contractor shall be responsible for familiarity with the Americans with Disabilities Act (“ADA”) (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA laws, rules and regulations. Contractor shall comply with the Historic Building Code, including, but not limited to, as it relates to the ADA, whenever applicable.
- c. Contractor acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

ARTICLE 64. PATENT FEES OR ROYALTIES.

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

ARTICLE 65. OWNERSHIP OF DRAWING

All Contract Documents furnished by the District are District property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such

GENERAL CONDITIONS

documents. With exception of one complete set of Contract Documents, all documents shall be returned to the District on request at completion of The Work.

ARTICLE 66. NOTICE OF TAXABLE POSSESSORY INTEREST

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

GENERAL CONDITIONS

SPECIAL CONDITIONS

"ARTICLE 67 SHALL BE ADDED TO THE GENERAL CONDITIONS TO READ AS FOLLOWS:

ARTICLE 67. VALUE ENGINEERING CHANGE PROPOSALS (VECP)

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

- a. Applicability - The provisions of this section shall apply only to Value Engineering Change Proposals (VECPs) resulting in net cost savings of Twenty Thousand dollars (\$20,000) or greater.

- b. Future Changes - The Contractor is entitled to share in the net cost savings of the VECP to the full extent provided for in this section and in the change order implementing the VECP. However, the net cost savings shall not continue to subsequent contract change orders nor other modifications of the contract which may change the service provided or increase the quantity of any item related to the VECP.

- c. VECP Submittal - The Contractor must submit all VECPs to the Engineer after receipt of the Notice To Proceed and prior to surpassing forty percent (40%) of the contract time allowed in Section 01010-3.0, Time Allowed For Completion. The number of copies of the VECP submitted shall be in accordance with that designated for submittals in Section 01300, SUBMITTALS.

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

- 1) Description of the differences between the existing design and the proposed design.

- 2) Description of the advantages and disadvantages of the existing design and the proposed design.

- 3) If the function of an item is altered, the justification for altering that function.

- 4) The effect of the proposed modifications on the performance of the system or facility.

SPECIAL CONDITIONS

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

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

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

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

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

SPECIAL CONDITIONS

accomplished through progress payments for the various items of work listed in the contract change order.

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

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

SPECIAL CONDITIONS

TECHNICAL SPECIFICATIONS

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

TECHNICAL SPECIFICATIONS

ELK GROVE WATER DISTRICT FIBER OPTIC LINE PROJECT

TECHNICAL SPECIFICATIONS

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August 17, 2021

TO: Chair and Directors of the Florin Resource Conservation District
FROM: Bruce Kamilos, General Manager
SUBJECT: **COMPACT TRACK LOADER WITH COLD PLANER PURCHASE**

RECOMMENDATION

It is recommended that the Florin Resource Conservation District Board of Directors authorize the General Manager to execute a purchase order in the amount of \$91,385.15, including tax and license, with Bobcat of Sacramento to purchase a compact track loader with cold planer.

SUMMARY

The proposed compact track loader with cold planer purchase is needed to perform pavement grinding as part of pavement restoration. This equipment is key to being able to restore pavement to city standards that the Elk Grove Water District (EGWD) has damaged when doing work. The Florin Resource Conservation District (FRCD) Board of Directors (Board) approved purchasing the equipment as part of the EGWD Fiscal Year (FY) 2021-22 Capital Improvement Program (CIP). In accordance with FRCD's Purchase of Goods and Services from Outside Vendors Policy (Policy), staff used a competitive bidding process to acquire three (3) bids for the compact track loader with cold planer. The lowest responsive, responsible bidder was Bobcat of Sacramento with a bid amount of \$91,385.15.

This action, if approved, would authorize the General Manager to execute a purchase order (Attachment 1) in the amount of \$91,385.15 with Bobcat of Sacramento for the purchase of a T770 T4 Bobcat compact track loader with 40"-wide cold planer.

DISCUSSION

Background

Repairing leaks on water mains and services and performing potholing to find existing underground utilities most often requires EGWD crews to remove pavement on city streets. The city has rigid standards on how to restore the pavement after the pavement has been removed. The restoration process involves plugging the excavated area with hot-mix asphalt, grinding the pavement area 1-1/2" deep over and around the plug, and laying hot mix asphalt over the grind.

COMPACT TRACK LOADER WITH COLD PLANER PURCHASE

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EGWD currently owns an 18"-wide cold planer attached to a small compact loader. The 18"-wide cold planer is undersized and inadequate to efficiently perform the work. The existing small compact track loader is not heavy enough to equip it with a wider cold planer. The EGWD is currently contracting pavement restoration work, which is quite expensive. Purchasing the proposed compact track loader with the 40"-wide cold planer will give EGWD crews the ability to effectively restore pavement to city standards. It will also improve EGWD's reputation with its customers by restoring their streets to city standards at the end of the repair work, instead of leaving it for later. The payout for purchasing this equipment is less than three (3) years. Refer to the Compact Track Loader with Cold Planer Justification (Attachment 2).

Present Situation

The Board approved purchasing a compact track loader with cold planer as part of the FY 2021-22 CIP budget. The approved budget for the equipment is \$105,000. The Policy requires that major purchases of items costing more than \$50,000 be competitively bid and approved by the Board. In accordance with the Policy, staff requested and received bids from three (3) qualified vendors. The lowest responsive, responsible bidder was Bobcat of Sacramento.

The bids are summarized below and represent the bid amounts including tax and license:

	<u>Company Name</u>	<u>Bid Amount</u>
1	Bobcat of Sacramento	\$91,385.15
2	Holt of California	\$139,708.65
3	Pape Machinery	\$104,188.40

Staff recommends that the Board authorize the General Manager to execute a purchase order in the amount of \$91,385.15, including tax and license, with Bobcat of Sacramento to purchase a compact track loader with cold planer.

ENVIRONMENTAL CONSIDERATIONS

There are no environmental considerations associated with the purchase of the compact track loader with cold planer.

August 17, 2021

COMPACT TRACK LOADER WITH COLD PLANER PURCHASE

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STRATEGIC PLAN CONFORMITY

The recommendation made in this staff report conforms to Goal 2, Fiscal Responsibility, of the FRCD/EGWD 2020-2025 Strategic Plan which states as objectives the importance of developing sound annual budgets for CIP projects.

FINANCIAL SUMMARY

The financial impact of purchasing the compact track loader with cold planer is \$91,385.15, including tax and license. Staff has provided the purchase order executed by Bobcat of Sacramento for the Board's review. The EGWD FY 2021-22 CIP approved budget is \$105,000 for the purchase of the compact track loader with cold planer.

Respectfully submitted,



BRUCE KAMILOS
GENERAL MANAGER

Attachments

**PURCHASE ORDER
FOR
FLORIN RESOURCE CONSERVATION DISTRICT**

Purchase Order No. 22-

GL# 1700-000-20-413

Seller:		Buyer:		
Name	Bobcat of Sacramento	Elk Grove Water District		
Address	575 Display Way	9257 Elk Grove Blvd.		
City, State Zip	Sacramento, CA 95838	Elk Grove, CA 95624		
Attn:	Heather Messmer	Attn: Bruce Kamilos, General Manager		
Phone:	(701) 241-8719 Fax: (855) 608-0681	Phone: 916.685.3556 Fax: 916.685.5376		
E-mail:	heather.messmer@dossan.com	E-mail: bkamilos@egwd.org		
Project Information:		Ship To:		
New Bobcat compact track loader and cold planer attachments.		Elk Grove Water District 9257 Elk Grove Blvd. Elk Grove, CA 95624 Attn: Alan Aragon		
Please forward all invoices to accountspayable@egwd.org				
Order Date	Delivery Date	Ship Via	FOB	Payment Terms
7/30/2021	per contract terms			Net 30 days of invoice

Buyer and Seller agree as follows:

MATERIAL, EQUIPMENT AND/OR SERVICES TO BE PROVIDED: Seller shall furnish the material, equipment and/or services described below which is incorporated into and made part of this Purchase Order.

Description Item No.	Estimated Quantity	Unit Price	Ext. Price	Delivery Date
New Bobcat compact track loader and cold planer attachments as per attached quote.	1	\$88,065.15	\$88,065.15	
Total of Items Quoted			\$88,065.15	
Freight Charges			\$2,060.00	
Dealer Assembly Charges			\$1,260.00	
Total			\$91,385.15	

[Attach Additional Sheets if necessary]

Buyer:Seller: *Heather Messmer*

By: Bruce Kamilos
Title: General Manager

By: Heather Messmer
Title: Sales

PURCHASE ORDER TERMS AND CONDITIONS

ARTICLE 1. DEFINITIONS: The Term "Buyer" as used in this PO means the FLORIN RESOURCE CONSERVATION DISTRICT, and the term "Seller" means the person, firm, or corporation from whom the commodity of service described in the PO it ordered. The term "Material, Equipment, and/or Services" includes materials, supplies, equipment, drawings, data and other property to be furnished and all services including design, delivery, installation, inspection, and testing specified or required to furnish any material, equipment, and/or services.

ARTICLE 2. ACCEPTANCE OF THE PO: The attached Acceptance Copy shall be signed and returned by the Seller within ten (10) calendar days after it is received by the Seller. The receipt by the Buyer of the signed Acceptance Copy or the initiation of performance under this PO by the Seller shall constitute acceptance of the PO by the Seller, including all of the terms and conditions herein. Acceptance is limited to the terms stated herein. Any additional or different terms and conditions proposed by the Seller are rejected unless expressly agreed to in writing by an authorized representative of the Buyer's Purchasing Department.

ARTICLE 3. COMPLETE AGREEMENT: This PO, including all applicable terms, conditions and specifications, shall constitute the sole and exclusive agreement between the parties. This PO supersedes all other writings and negotiations written or oral. Buyer will not be responsible for goods delivered or services rendered without a PO properly signed by the Buyer Purchasing Agent or authorized agent. When this PO covers a continuing service rendered over a stated period of time, Seller must obtain a new order upon expiration of the time period to authorize the continuance of the service for an additional period of time.

ARTICLE 4. DEFAULT: The Buyer may terminate the whole or any part of Seller's work in any one of the following circumstances: (1) If the Seller fails to make delivery or fails to perform within the time specified herein or any authorized extension thereof; or (2) If Seller delivers nonconforming goods; or (3) If Seller fails to perform in accordance with the material provisions of this PO, or so fails to make progress as to endanger performance of this PO in accordance with its terms. In the event of any such failure Buyer will provide Seller with written notice of the default and Buyer's intention to terminate for default if Seller fails to cure the default to Buyer's satisfaction within seven calendar days of Buyer's notice. If Seller fails to cure or correct the default to Buyer's satisfaction within seven days, Buyer may, without further notice to Seller, procure upon such terms and in such manner as the Buyer may deem appropriate, items similar to those terminated, and the Seller shall be liable to the Buyer for any excess costs of such similar items; however, the Seller shall continue the performance of this PO to the extent not terminated. The rights and remedies of the Buyer provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this PO.

ARTICLE 5. CHANGES: Buyer may direct in writing changes, including additions to or deletions from the quantities originally ordered, or in the specifications or drawings. If any such change causes a material increase or decrease in the cost of, or the time required for, performance hereunder, an equitable adjustment shall be made in the price or schedule. Any claims for adjustment which Seller believes result from any change directed by Buyer shall be asserted in writing by Seller no later than ten (10) days from the date of Seller's receipt of any such direction. Equitable adjustments for any claims or changes under this agreement, including claims arising from terminations or suspensions directed under DEFAULT above, of this agreement, will be made by written Change Order. Nothing contained herein shall excuse Seller from proceeding with the change as directed prior to negotiation of any adjustment. Whether made pursuant to this clause or by mutual agreement, changes shall not be binding upon the Buyer, except when

confirmed in writing by a member of the Buyer's Purchasing Department.

ARTICLE 6. INVOICES: Unless otherwise specified in the PO, Seller shall send Buyer a single invoice upon completion of performance. Payment shall not be made prior to receipt and acceptance of items and an invoice.

ARTICLE 7. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provisions is not inserted, or is not correctly inserted then upon application of either party the contract shall forthwith be physically amended to make such insertion or correct.

ARTICLE 8. RIGHT TO AUDIT: Buyer reserves the right to access and audit the Seller's records for a period of four (4) years after payment of any invoice.

ARTICLE 9. TITLE AND RISK OF LOSS: All prices shall be F.O.B. Destination. The Seller shall be responsible for safe and adequate packing of the items, which shall conform to the carriers' requirements. The Seller shall separately number all cases and packages, showing the corresponding numbers on the invoices. An itemized packing slip bearing this PO number shall be placed in each container. No extra charge shall be made for packaging or packing materials unless authority therefor is set forth in this PO. Seller shall assume and pay for any and all loss or damage to the merchandise from any cause whatsoever until delivered to Buyer at the specified destination.

ARTICLE 10. DELIVERY: Timely performance and deliveries are essential to this PO. The Buyer reserves the right to refuse deliveries made in advance of the delivery schedule. Over shipment allowances, if authorized, will be applied to the entire order. If the Buyer agrees to accept deliveries after the date of delivery has passed, the Buyer shall have the right to direct the Seller to make shipment to the delivery point set forth in this PO by the most expeditious means, and the total cost of such expedited shipment and handling shall be borne by the Seller. Acceptance of late deliveries shall not be deemed a waiver of the Buyer's right to hold the Seller liable for any loss or damage resulting therefrom, nor shall it act as a modification of the Seller's obligation to make future deliveries in accordance with the delivery schedule.

ARTICLE 11. DELAYS: Seller will not be liable for delays in performing its obligations to the extent the delay is caused by an unforeseeable condition which is beyond Seller's reasonable control and without Seller's fault or negligence. Acts of God, such as storms or floods, as well as government priorities, acts of civil or military authorities, fires, strikes, epidemics, war or riot are examples of events which will be excusable for being beyond Seller's reasonable control, only upon fulfillment of the following conditions: (a) within seven (7) days of the commencement of any excusable delay, Seller shall provide Buyer with written notice of the cause and extent thereof as well as a request for a schedule extension for the estimated duration thereof, and (b) within seven (7) days of the cessation of the event causing delay Seller shall provide Buyer with written notice of the actual delay incurred, upon receipt of which, the date of promised delivery shall be extended for the time actually lost by reason of an excusable delay.

ARTICLE 12. INSPECTION AND APPROVAL: All items are subject to final inspection and approval after delivery to Buyer. If any items are defective in material or workmanship or otherwise not in conformity with the requirements of this PO, the Buyer shall have the right to require Seller to correct or replace them. Final acceptance or rejection shall be made by the Buyer as promptly as practicable after delivery. Final acceptance shall be conclusive except with respect to latent defects,

fraud or such gross mistakes as amount to fraud, or with respect to the Buyer's rights under the "Warranty" clause.

ARTICLE 13. WARRANTIES-GUARANTEES: The Seller warrants that the items, at time of delivery, shall conform to the Buyer's specifications, the requirements of this PO, approved sample or samples, if any, and are free from defects in design, material and workmanship. Unless otherwise specified in the PO, this warranty shall remain in effect for a one (1) year period after delivery or for such period of time as the item is normally warranted. At the Buyer's option, the Seller shall promptly either repair or replace defective items after receipt of the Buyer's written notice of a defect. Transportation charges for the return and redelivery of defective items shall be borne by the Seller. Seller also warrants that said merchandise is free and clear of all liens and encumbrances whatsoever and the Seller has good and marketable title to same, and Seller agrees to indemnify, defend and hold the Buyer, its officers, agents and employees free and harmless against any and all claimants to said merchandise.

ARTICLE 14. COMPLIANCE WITH ALL APPLICABLE LAWS: Seller's performance shall in all ways strictly conform with all applicable State, Federal and local laws, regulations, safety orders, and working conditions to which it is subject including, but not limited to, safety rules and regulations prevailing wages under the California Labor Code. Seller shall execute and deliver any and all documents as may be required to effect or evidence compliance.

ARTICLE 15. EQUAL OPPORTUNITY EMPLOYER: It is the policy of Buyer that in connection with all materials furnished or work performed under this PO, there be no discrimination against employees because of race, religion, color, sex or national origin, and therefore the Seller agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practices Act.

ARTICLE 16. PERMITS OR LICENSES: Seller and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, and by the City, in connection with the furnishing of Material, Equipment, and/or Services herein requested.

ARTICLE 17. INDEMNITY: Seller assumes all risk in connection with performance or non-performance of this PO. Seller shall indemnify, defend, and hold harmless Buyer and its elected officials, officers and employees, from all liabilities, obligations, orders, claims, actual damages, governmental fines or penalties, and expenses of defense with respect to such claims (including attorneys' fees and costs) of any kind or nature which may be caused by or arise from furnishing the Material, Equipment, and/or Services, whether such activities or performance thereof be by Seller or by anyone directly or indirectly employed or contracted with by Seller, and whether such liabilities, obligations, orders, claims, actual damages, governmental fines or penalties, and expenses of defense with respect to such claims (including attorneys' fees and costs) shall accrue or be discovered before or after termination of this agreement.

ARTICLE 18. TAXES: Unless prohibited by law, Seller shall pay and has included in the prices of this PO any federal, state or local tax, transportation tax, or other tax which is required to be imposed upon the items ordered hereunder, or by reason of their sale or delivery.

ARTICLE 19. TERMINATION FOR CONVENIENCE: Buyer shall have the right to terminate this PO in whole or in part at any time, and from time to time, by written or telegraphic notice effective upon receipt by Seller of such notice, even though Seller is not in breach of any obligation hereunder. Upon receipt of notice of termination, Seller shall immediately discontinue performance and shall comply with Buyer's instructions concerning disposition of completed and partially completed items, work in progress and materials acquired pursuant to this PO. Upon termination, Contractor shall be compensated only for those services or goods which have been adequately rendered and delivered to the District through the effective date of such termination. Contractor shall be entitled to no further compensation. However, said payment shall not exceed the price specified herein for such items. Seller shall advise the Buyer, in writing, of Seller's claim, if any, for termination costs within ten (10) days after receipt of the notice of termination. Termination in accordance with this article shall not affect Buyer's obligation to pay for items accepted by Buyer prior to such termination.

ARTICLE 20. GOVERNING LAW; VENUE; DEFINITIONS: The definition of terms used, interpretation of this PO and rights of all parties hereunder shall be construed under and governed by the laws of the State of California. Any litigation with respect to this PO shall be brought and conducted in Sacramento County, California.

ARTICLE 21. EXCUSE; WAIVER: Any act or omission of Buyer which Seller might claim as an excuse for its own failure to perform shall be deemed waived by Seller unless it shall notify Buyer of its intention to assert such excuse within ten (10) days after the occurrence of any such act or omission. No action or failure to act by Buyer shall constitute a waiver of a right or duty afforded it under this PO, nor shall such action or failure to act constitute approval of or acquiescence in a breach, except as may be specifically agreed in writing. Seller expressly waives the effect of any statutory or common law provision which construes ambiguities in a contract against the party who drafted the contract.

ARTICLE 22. INSURANCE: If Seller or its employees or agents come onto Buyer's property in connection with this Purchase Order, Seller agrees to carry (i) Workers Compensation Insurance as required by law and Employer's Liability Insurance in the amount of \$1,000,000 per occurrence; (ii) Commercial General Liability Insurance covering personal injuries (including death) in the amount of \$1,000,000 per occurrence, \$ 2 million aggregate, and (iii) automobile liability insurance covering bodily injuries (including death) in the amount of \$1,000,000 per person, and \$1,000,000 per occurrence, property damage in the amount of \$1,000,000. Buyer shall be named as an "Additional Insured" by endorsement under the Commercial General Liability and Automobile Liability policies. The policy shall stipulate that the insurance afforded the Additional Insured shall apply as primary insurance and that any other insurance carried by Buyer will be excess only and will not contribute with this insurance. Seller shall submit written proof of such insurance to Buyer prior to entrance on Buyer's property. Seller shall supply such bonds as required by Buyer.

THIS CONCLUDES THE TERMS AND CONDITIONS DATED 7/30/2021 consisting of Article 1 through Article 22



Bobcat

Product Quotation

Quotation Number: KNM-04137

Date: 2021-07-14 10:53:43

Customer Name/Address:	Bobcat Delivering Dealer	ORDER TO BE PLACED WITH: Contract Holder/Manufacturer
Water Distribution Supervisor	Bobcat of Sacramento, Sacramento, CA 575 DISPLAY WAY SACRAMENTO CA 95838 Phone: 916-504-3461 Fax: 209-466-7438	Clark Equipment Co dba Bobcat Company 250 E Beaton Dr, West Fargo, ND 58078 Phone: 701-241-8719 Fax: 855-608-0681 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
T770 T4 Bobcat Compact Track Loader	M0285	1	\$52,896.24	\$52,896.24
92 HP Turbo Tier 4 Diesel Engine Air Intake Heater (Automatically Activated) Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Bobcat Standard Engine/Hydraulic Systems Shutdown Horn Instrumentation: Engine Temp & Fuel Gauges, Hourmeter, RPM and Warning Lights	Lift Arm Support Lift Path: Vertical Lights, Front & Rear Operator Cab			
	<ul style="list-style-type: none"> Includes: Adjustable Suspension Seat, Top & Rear Windows, Seat Bar, Seat Belt Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts) 			
	Parking Brake: Spring Applied, Pressure Released (SAPR) Tracks: Rubber, 17.7" wide Warranty: 2 years, or 2000 hours whichever occurs first			
P69 Performance Package	M0285-P06-P69	1	\$5,368.32	\$5,368.32
Power Bob-Tach 7-Pin Attachment Control Kit High Flow 2-Speed	Hydraulic Bucket Positioning Automatic Ride Control Reversing Fan			
C23 Comfort Package	M0285-P07-C23	1	\$3,421.44	\$3,421.44
Enclosed Cab with AC/Heat Sound Reduction Cab Accessories Package	Standard Panel Adjustable Suspension Seat			
Selectable Joystick Controls (SJC)	M0285-R01-C04	1	\$680.40	\$680.40
Rear Camera Kit	7329670	1	\$1,116.16	\$1,116.16
40" Planer, High Flow	6726632	1	\$21,295.96	\$21,295.96
--- Quick-Tach Water Kit	6813816	1	\$1,459.80	\$1,459.80
--- Nozzle Spray Kit for 40" Planer	7113092	1	\$186.23	\$186.23
--- Quick-Tach Stabilizer Mounting Kit	7152512	1	\$474.00	\$474.00
74" Severe Duty Bucket	7326130	1	\$1,166.60	\$1,166.60
Total of Items Quoted				\$88,065.15
Freight Charges				\$2,060.00
Dealer Assembly Charges				\$1,260.00
Quote Total - US dollars				\$91,385.15

Notes:

***Prices per the Sourcewell Contract –040319-CEC**

***Terms Net 30 Days. Credit cards accepted.**

***FOB Destination within the 48 Contiguous States.**

***Delivery: 60 to 90 days from ARO.**

***State Sales Taxes apply. Must include a Tax Exempt Certificate with order placed.**

***TID# 38-0425350**

***Orders Must be Placed With: Clark Equipment dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.**

ORDER ACCEPTED BY:

SIGNATURE

DATED

PRINT NAME AND TITLE

PURCHASE ORDER #

SHIP TO ADDRESS: _____

BILL TO ADDRESS (if different than Ship To): _____



Quote Id: 24815764

Prepared For:
ELK GROVE WATER WORKS INC



Prepared By: **CHRISTOPHER OLSEN**

Pape Machinery, Inc.
2850 El Centro Road
Sacramento, CA 95833

Tel: 916-922-7181

Fax: 916-922-4532

Email: colsen@papemachinery.com

Date: 07 July 2021

Offer Expires: 27 July 2021

Quote Summary

Prepared For:
 ELK GROVE WATER WORKS INC
 9715 RAILROAD ST
 ELK GROVE, CA 95624

Prepared By:
 CHRISTOPHER OLSEN
 Pape Machinery, Inc.
 2850 El Centro Road
 Sacramento, CA 95833
 Phone: 916-922-7181
 colsen@papemachinery.com

This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at www.pape.com/terms, and will also be sent by mail or e-mail to the purchaser upon request.

Quote Id: 24815764
Created On: 07 July 2021
Last Modified On: 07 July 2021
Expiration Date: 27 July 2021

Equipment Summary	Selling Price	Qty	Extended
2021 JOHN DEERE 325G COMPACT TRACK LOADER - 05515077	\$ 96,694.57 X	1 =	\$ 96,694.57
Equipment Total			\$ 96,694.57

Quote Summary	
Equipment Total	\$ 96,694.57
SubTotal	\$ 96,694.57
Sales Tax - (7.75%)	\$ 7,493.83
Total	\$ 104,188.40
Balance Due	\$ 104,188.40

Salesperson : X _____

Accepted By : X _____

Selling Equipment


MACHINERY
Quote Id: 24815764

Customer: ELK GROVE WATER WORKS INC

2021 JOHN DEERE 325G COMPACT TRACK LOADER - 05515077

Hours: 0
Stock Number: 05515077

Code	Description	Qty
00D2T	JOHN DEERE CAB,AC,HF,2SPD, SL,13"TRK,EH,72"CN	1
Standard Options - Per Unit		
0770	2SP HIFL SLEV RC CB/AC PQT	1
0953	ISO SWITCHABLE CTLS & JS PPK	1
1301	ENGINE TURBO 4TNV98CT	1
1501	ENGLISH OP MAN & DECALS	1
1741	LESS JDLINK	1
2550	NARROW ZIG-ZAG M BAR TRK 65"	1
4003	3" SEAT BELT W/2"SHLDR STRAP	1
6006	AIR RIDE SEAT (CLOTH W HEAT)	1
8042	REAR VIEW CAMERA	1
8050	COLD START PACKAGE 110V	1
8305	CTRWGT STACK 2ND SET	1
8380	FOOTREST WITH FLOORMAT	1
9041	72 IN CONST BKT W/EDGE	1
Dealer Attachments		
	Bradco assy40 cold planer & 30Gal Tank	1
Other Charges		
	Planer & Tank Install	1



July 7, 2021

ELK GROVE WATER SERVICE
 Account # 0192561
 9257 ELK GROVE BLVD
 ELK GROVE, California 95624
Attention: Alan

New Caterpillar Model: 299D3 with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: **WILL NEED TO ORDER** SERIAL NUMBER: **ETA 20-25 WEEKS FROM ORDER DATE** YEAR: **2021**

ADDITIONAL SPECIFICATIONS

Reference #	Description of Material and Equipment	Reference #	Description of Material and Equipment
512-4350	299D3 COMPACT TRACK LOADER 98 HP 11,614 LBS	465-3705	DISPLAY, ADVANCED, LCD, BACK UP CAMERA
357-0240	RUBBER BELT, 2 SPEED, TRIPPLE FLANGE IDLERS	566-7115	PRODUCT LINK, CELLULAR PL243
389-7672	TRACK,RUBBER, (17.7IN)BLOCK	579-8782	REVERSING FAN,COOLING, DEMAND
512-4414	HYDRAULICS, PERFORMANCE, (H3) HIGH FLOW XPS	512-3401	QUICK COUPLER, HYDRAULIC
512-4115	CONTROL, ISO, PROP, WT	309-1325	ROTATING BEACON
512-3491	RIDE CONTROL	345-5148	EXTERNAL MACHINE COUNTERWEIGHTS
568-5614	BATTERY,HD,DISCONNECT, 850 CCA	563-7518	MOUNTING, FIRE EXTINGUISHER
495-1671	LIGHTS, LED	532-8843	ROADING LIGHTS
512-3368	ROPS, ENCLOSED WITH A/C (C3)	594-5620	KIT, ENGINE AIR INTAKE, PRECLEANER
536-9739	SEAT,AIR SUSPENSION,VINYL,HEAT	529-5820	CAT COLD PLANER, PC310 (39") drum width, 78 all-purpose conical bits (73") overall width, (5.1") max depth of cut.
586-1308	DOOR, CAB, POLYCARBONATE	231-2592	KIT, WATER SPRAY, PC310B
542-6995	SEAT BELT, 3"	482-5132	KIT, ROOF MOUNTED WATER TANK, 42 US GAL, D
345-6180	RADIO, AM/FM, BLUETOOTH	279-5376	CAT BUCKET-GENERAL PURPOSE, 80"

WARRANTY INFORMATION

Standard Warranty: Premier Warranty 24 Months / 2,000 Hours Which Ever Occurs First
 Extended Warranty: Powertrain & Hydraulics Warranty 60 Months / 2,500 Hours Which Ever Occurs First
 CSA Dry Parts Kit - 36 Months/1500 Hours

LIST PRICE	\$156,215.00
ELK GROVE WATER SERVICE DISCOUNT	(\$32,805.00)
DELIVERY, EIN DECALS, EXTENDED WARRANTY, FREIGHT, FUEL, INSTALL KITS, PREP FOR DELIVERY	\$6,250.00
NET BALANCE DUE	\$129,660.00
SALES TAX (7.75%)	\$10,048.65
AFTER TAX BALANCE	\$139,708.65

Sourcewell Contract # 032119-CAT

FOB:9257 Elk Grove Boulevard Elk Grove, Ca 95624

This quote is good for (30) days. Any machine quoted outside of HOLT of CALIFORNIA's inventory is subject to revision All quotes are subject to credit approval and prior sale. Any quoted interest rates are subject to change without notice. Quote is void unless machine is delivered, and remains, within HOLT of CALIFORNIA's Dealership territory for two years or unless the machine has at least 1000 hours if delivered outside of Holt's territory.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF AND INCORPORATED IN THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSIDERED ENFORCEABLE UNTIL ACCEPTED BY HOLT AND EXECUTED BY ITS OFFICE. ANY INDIVIDUAL SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE IS AT LEAST 18 YEARS OLD AND HAS THE AUTHORITY TO BIND CUSTOMER TO THE TERMS OF THE AGREEMENT.

Accepted by _____ Date _____
 (Please Print)

Signature _____

Sincerely,
 Jake Sclater
 Territory Manager
 Holt of California
 jsclater@holtca.com
 Cell: 916-240-2814

Compact Track Loader with Cold Planer Justification

3/30/21 BK

Typ. Gas Pothole Patch Size: 2' x 2' (4 SF) (min. size per City Stds.)

Typ. Sewer Pothole Patch Size: 3' x 3' (9 SF)

Target: 3,000 LF of water main per year

Typ. Lot Frontage Width: 60 feet, 3,000 feet/60 feet = 50 parcels; i.e., 50 gas crossings

Typ. Sewer Crossings: 3 crossings/500 feet (3,000 feet/500 feet) x 3 = 18 sewer crossings

Typ. No. Gas Potholes per year: 50 + 25 (misc.) = 75 gas potholes

Typ. No. Sewer Potholes per year: 18 + 10 (misc.) = 28 sewer potholes

Leaks: 2020 39 leaks

2019 32 leaks

2018 33 leaks

2017 50 leaks

2016 35 leaks

Avg. 38 leaks

Typ. Leak Repair Patch: 4' x 5' (20 SF)

Note: Plug Size approx. half the Patch Size

Annual Patch Repair Sq. Footage:

Patch for Gas potholes: 75 patches x 4 SF = 300 SF

Plug for Gas potholes: 1/2 x 300 SF = 150 SF

Patch for Sewer potholes: 28 patches x 9 SF = 252 SF

Plug for Sewer potholes: 1/2 x 252 SF = 126 SF

Patch for Leak repairs: 38 patches x 20 SF = 760 SF

Plug for Leak repairs: 1/2 x 760 SF = 380 SF

Total annual pavement repair square footage: 300 + 150 + 252 + 126 + 760 + 380 = 1,968 SF

Contract Costs:	Mobilization	\$10,000
	Traffic Control	\$10,000
	Pavement Repair	\$23.50/SF

Total Cost (Contract work forces): \$10,000 + \$10,000 + \$23.50/SF x 1,968 SF = \$66,248

Total Cost (EGWD work forces): (\$200/hr. x 80 hrs.) + \$4.00/SF x 1,968 SF = \$23,872

4-man crew @ \$200/hr.

Incremental annual cost to contract = \$66,248 - \$23,872 = \$42,376

Payout = \$105,000/\$42,376 = 2.5 years

August 17, 2021

TO: Chair and Directors of the Florin Resource Conservation District

FROM: Bruce Kamilos, General Manager

SUBJECT: **JUNETEENTH NATIONAL INDEPENDENCE DAY HOLIDAY**

RECOMMENDATION

It is recommended that the Florin Resource Conservation District Board of Directors adopt Resolution No. 08.17.21.02, amending the Elk Grove Water District Employee Policy Manual Section 5.2 Holidays, 5.2.1 Observed Holidays, whereby Columbus Day is removed, and Juneteenth National Independence Day is added.

SUMMARY

Juneteenth National Independence Day (Juneteenth Day) became a federally recognized holiday when President Joe Biden recently signed it into law. The new holiday commemorates the end of slavery in the United States. Celebrating Juneteenth Day symbolizes unity, and that represents much of what the Elk Grove Water District (EGWD) is about. Staff proposes the Florin Resource Conservation District (District) Board of Directors (Board) adopt a resolution whereby Columbus Day is removed and Juneteenth Day is added to the District's paid holiday schedule.

DISCUSSION

Background

On June 17, 2021, President Joe Biden signed the Juneteenth Day Act into law. The law officially established June 19 as Juneteenth National Independence Day a federally recognized holiday to commemorate the end of slavery in the United States.

Present Situation

EGWD observes twelve (12) paid holidays. Many of EGWD's observed holidays are consistent with federal holidays observed. However, EGWD, as a special district, sets its own holiday schedule by resolution adopted by the Board.

As the general manager of EGWD, I believe celebrating Juneteenth Day is the right thing to do for our district. I met with EGWD's Leadership Team on this matter and the Leadership Team unanimously supported the idea. Celebrating Juneteenth Day symbolizes unity, and that unity symbolizes much of what our district is about. Our district

AGENDA ITEM No. 8

JUNETEENTH NATIONAL INDEPENDENCE DAY HOLIDAY

Page 2

has a diverse work force culture that functions as a tight team, where everyone's contributions are valued, and all are respected equally. This special team culture serves as the foundation for everything our district provides – superior customer service, excellent operations, and a quality working environment.

Staff proposes the District maintain a total of twelve (12) paid holidays, and therefore recommend that the Board by way of resolution amend the EGWD Employee Policy Manual Section 5.2 Holidays, 5.2.1 Observed Holidays, whereby Columbus Day is removed and Juneteenth National Independence Day is added (attached).

ENVIRONMENTAL CONSIDERATIONS

There are no environmental considerations associated with this item.

STRATEGIC PLAN CONFORMITY

The recommendation made in this staff report conforms to the core values stated in FRCD/EGWD's Strategic Plan which expresses the importance of openness, mutual cooperation and respect, a quality working environment, trust and respect of our community and customers, being committed to standards of excellence and superior conduct, and recognizing that we are stewards for a future generation.

FINANCIAL SUMMARY

There are no financial considerations associated with this item.

Respectfully submitted,



BRUCE M. KAMILOS
GENERAL MANAGER

Attachment

RESOLUTION NO. 08.17.21.02

**A RESOLUTION OF THE FLORIN RESOURCE
CONSERVATION DISTRICT BOARD OF DIRECTORS AMENDING
THE ELK GROVE WATER DISTRICT EMPLOYEE POLICY MANUAL
SECTION 5.2 HOLIDAYS, 5.2.1 OBSERVED HOLIDAYS, WHEREBY COLUMBUS DAY
IS REMOVED AND JUNETEENTH NATIONAL INDEPENDENCE DAY IS ADDED**

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”);

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;

WHEREAS, on June 17, 2021, President Joe Biden signed the Juneteenth National Independence Day Act into law as a federally recognized holiday to commemorate the end of slavery in the United States;

WHEREAS, the District has a total of twelve (12) paid holidays each calendar year, in its current Observed Holidays policy, which was adopted on June 19, 2019;

WHEREAS, the District wishes to remove the Columbus Day Holiday from 5.2.1 Observed Holidays;

WHEREAS, the District wishes to add Juneteenth National Independence Day to 5.2.1 Observed Holidays to be effective January 1, 2022;

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 Secretary shall certify to the adoption of this Resolution.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2021.

AYES:

NOES:

ABSENT:

ABSTAIN:

Sophia Scherman
Chair

Attest:

Stefani Phillips
Board Secretary

Approved as to form:

Richard E. Nosky
District Legal Counsel

5.2 HOLIDAYS

5.2.1 Observed Holidays

The District observes the following 12 paid holidays.

- January 1st, New Year's Day
- Third Monday in January, Martin Luther King's Birthday
- Third Monday in February, Presidents' Day
- Last Monday in May, Memorial Day
- July 4th, Independence Day
- First Monday in September, Labor Day
- ~~Second Monday in October, Columbus Day~~ June 19th, Juneteenth National Independence Day
- November 11th, Veterans' Day
- Fourth Thursday in November, Thanksgiving Day
- Fourth Friday in November, Day after Thanksgiving Day
- December 25th, Christmas
- Floating Holiday

August 17, 2021

TO: Chair and Directors of the Florin Resource Conservation District
FROM: Bruce Kamilos, General Manager
SUBJECT: **GENERAL MANAGER'S REPORT**

RECOMMENDATION

This item is presented to the Florin Resource Conservation District Board of Directors for information, discussion, and in some instances, to provide direction to staff.

SUMMARY

The General Manager's Report is a standing item on the regular Board meeting agenda. The report is intended to inform the Florin Resource Conservation District (FRCD) Board of Directors (Board) of notable, miscellaneous items the General Manager would like to share with the Board. The report also provides an opportunity for the Board to discuss the items, and in some instances provide direction to staff.

DISCUSSION

Background

Each month, the General Manager provides a report to the Board of any notable, miscellaneous items.

Present Situation

- **Water Theft Legislation (SB 427)** – SB 427 was approved by Governor Newsom on July 23, 2021. The law goes into effect on January 1, 2022. SB 427 is a major achievement for water agencies as it provides for water theft penalties that are up to 10 times what was previously in existence.
- **Administration Building Update** – The Design Team has compiled a list of value-engineering items. A.P. Thomas issued the list to the subcontractor team for pricing input. A.P. Thomas plans to present the value savings to the Design Team in an upcoming meeting.
- **American Rescue Plan Act (ARPA)** – On July 28, 2021, I attended the Elk Grove City Council meeting to request participation in the City's ARPA funding. All five (5) council members were open to the idea but wanted to know more about the projects and costs for which I was requesting funding. The council members also wanted to know if I was pursuing other funding streams for the projects. I told the council I had reached out to Sacramento County for the same purpose.

GENERAL MANAGER'S REPORT

Page 2

On July 30, 2021, I spoke with Ann Edwards, Acting Sacramento County Executive, about participating in the County's ARPA funding. Ms. Edwards stated that the County Board of Supervisors will approve funding allocations in mid-September for prioritized groups. The water sector is a prioritized group. In mid-September, the County will distribute requests for proposals to agencies where agencies may define their funding requests. EGWD will submit a joint proposal to the City and the County that details the projects and funding requests from ARPA.

- Conservation – Provide the Board with an update on water conservation.
- ACWA Groundwater Committee Nomination – Nominate John Woodling to the Association of California Water Agencies (ACWA) Groundwater Committee (attached).
- Giant Pumpkin Festival – The District is planning to participate in this local festival on October 2 - 3.

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. Due to the varied subject matters presented in the General Manager's Report, the report over time will likely touch on every strategic goal contained in the plan.

FINANCIAL SUMMARY

There is no financial impact associated with this report.

Respectfully submitted,



BRUCE KAMILOS
GENERAL MANAGER

Attachment

COMMITTEE CONSIDERATION FORM

PLEASE PRINT LEGIBLY

Agency Name (DO NOT use acronyms or abbreviations) Florin Resource Conservation District/Elk Grove Water District	Phone (916) 685-3556
Agency Address 9257 Elk Grove Blvd.	City, State & Zip Elk Grove, CA 95624

BELOW PLEASE LIST ALL THOSE INTERESTED IN BEING ON ACWA COMMITTEES FOR YOUR AGENCY. FOR ADDITIONAL RECOMMENDATIONS PLEASE FILL OUT ANOTHER FORM.

**If an individual is not an agency employee or director, please indicate company affiliation.*

Name John Woodling	Title/Company* Vice President/GEI Consultants	Email Address jwoodling@geiconsultants.com
Committee 1st Choice Groundwater	Committee 2nd Choice	Committee 3rd Choice
Name	Title/Company*	Email Address
Committee 1st Choice	Committee 2nd Choice	Committee 3rd Choice
Name	Title/Company*	Email Address
Committee 1st Choice	Committee 2nd Choice	Committee 3rd Choice
Name	Title/Company*	Email Address
Committee 1st Choice	Committee 2nd Choice	Committee 3rd Choice
Name	Title/Company*	Email Address
Committee 1st Choice	Committee 2nd Choice	Committee 3rd Choice
Name	Title/Company*	Email Address
Committee 1st Choice	Committee 2nd Choice	Committee 3rd Choice

Signature (Agency/District General Manager or Board President signature required)

Title

Date

QUESTIONS?

Contact Region and Member Engagement Specialist
Petra Rice at petrar@acwa.com or (916) 441-4545

980 9th Street, Suite 1000
Sacramento, CA 95814
www.acwa.com

Bruce Kamilos

From: Woodling, John <jwoodling@geiconsultants.com>
Sent: Monday, August 9, 2021 4:27 PM
To: Bruce Kamilos
Subject: Requesting ACWA nomination to Groundwater Committee

Bruce,

As you know, appointments to ACWA Committees require a nomination from an ACWA Member Agency. Nominees do not need to be agency staff or directors, and consultants are routinely nominated to serve. I am seeking a nomination from Elk Grove Water District to serve on the ACWA Groundwater Committee. The Groundwater Committee does not have limited membership, so my nomination would not preclude others from EGWD from participating. If appointed, I will objectively represent the interests of EGWD on the Committee

I have served as Chair of the Groundwater Committee for six years, appointed by three previous ACWA Presidents. If requested, I intend to serve as Chair for a fourth term. In such case, I would seek to equitably represent the interests of all ACWA members. Under no circumstances will my participation on the Committee or as Chair result in any costs to or obligations on behalf of EGWD.

Thank you for considering this request.

GEI JOHN K. WOODLING, PG, CEG, CHG
VP - Branch Manager - Principal Geologist
916.631.4563 cell: 916.812.9118
2868 Prospect Park Drive, Suite 400, Rancho Cordova, CA 95670



August 17, 2021

TO: Chair and Directors of the Florin Resource Conservation District
FROM: Bruce Kamilos, General Manager
SUBJECT: **ELK GROVE WATER DISTRICT OPERATIONS REPORT – JULY 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 July. 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 July 2021 Operations Report.

Present Situation

The EGWD July 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 emergency Executive Order N-42-20 which prohibits the discontinuation of water service to residences and businesses. We received one (1) water pressure complaint and three (3) 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 July decreased 1.24 percent compared to July 2020 and is 18.36 percent less than what was produced in 2013. Year 2013

ELK GROVE WATER DISTRICT OPERATIONS REPORT – JULY 2021

Page 2

is the baseline year the State Water Resources Control Board adopted for water usage. The Total Demand/Production for both service areas on page 14 shows that customer use during the month of July, compared to July 2013, was down by 12.57 percent.

- **Static and Pumping Level Graphs** – The third quarter soundings are shown and generally indicate that the static water levels in deeper zones vary quite a bit from well to well, ranging from a decrease of 13 feet to an increase of 10 feet compared to the third quarter of 2020. The static water levels in the shallow zone depths range as well from a decrease of 5 feet at Well 13 to an increase of 3 feet at Well 8.
- **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 July:
 - Completed corrective maintenance on the standby generator for Well 11D Dino. A new main circuit board was installed to correct the malfunction.
 - Performed water quality sampling and flushing of Well 14D Railroad after the completion of the well rehabilitation.
 - Performed water quality sampling and flushing of Well 8 Williamson after the motor replacement was completed.
- **Cross Connection Control Program 2021** – EGWD issued 150 testing notices for the month. Pursuant to the notices, 97 devices passed and three (3) were retracted. Of the 50 remaining, 14 of the devices passed the second test, leaving 36 not tested by the due date. The total number of delinquents is 40, which includes the 36 from July plus one (1) additional device that remains delinquent from April and three (3) devices from June.
- **Safety Meetings/Training** – Four (4) safety training sessions were conducted for the month which is compliant with OSHA standards.
- **Service and Main Leaks Map** – There were six (6) service line leaks and two (2) main line leaks during July.

ELK GROVE WATER DISTRICT OPERATIONS REPORT – JULY 2021

Page 3

- **System Pressures** – Pressures in Service Area 1 generally remained stable during the month of July. Pressures in Service Area 2, which are controlled by Sacramento County Water Agency, were also stable as compared to the previous month.

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,



BRUCE KAMILOS
GENERAL MANAGER

BMK/ac

Attachment

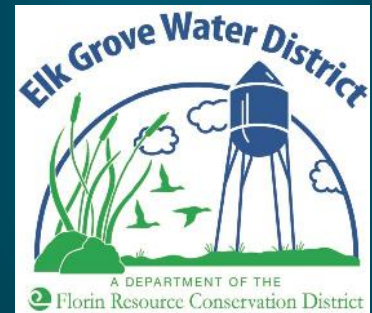
EGWD

OPERATIONS REPORT

July 2021



Elk
Grove
Water
District



Elk Grove Water District
Operations Report
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Operations Activities Summary

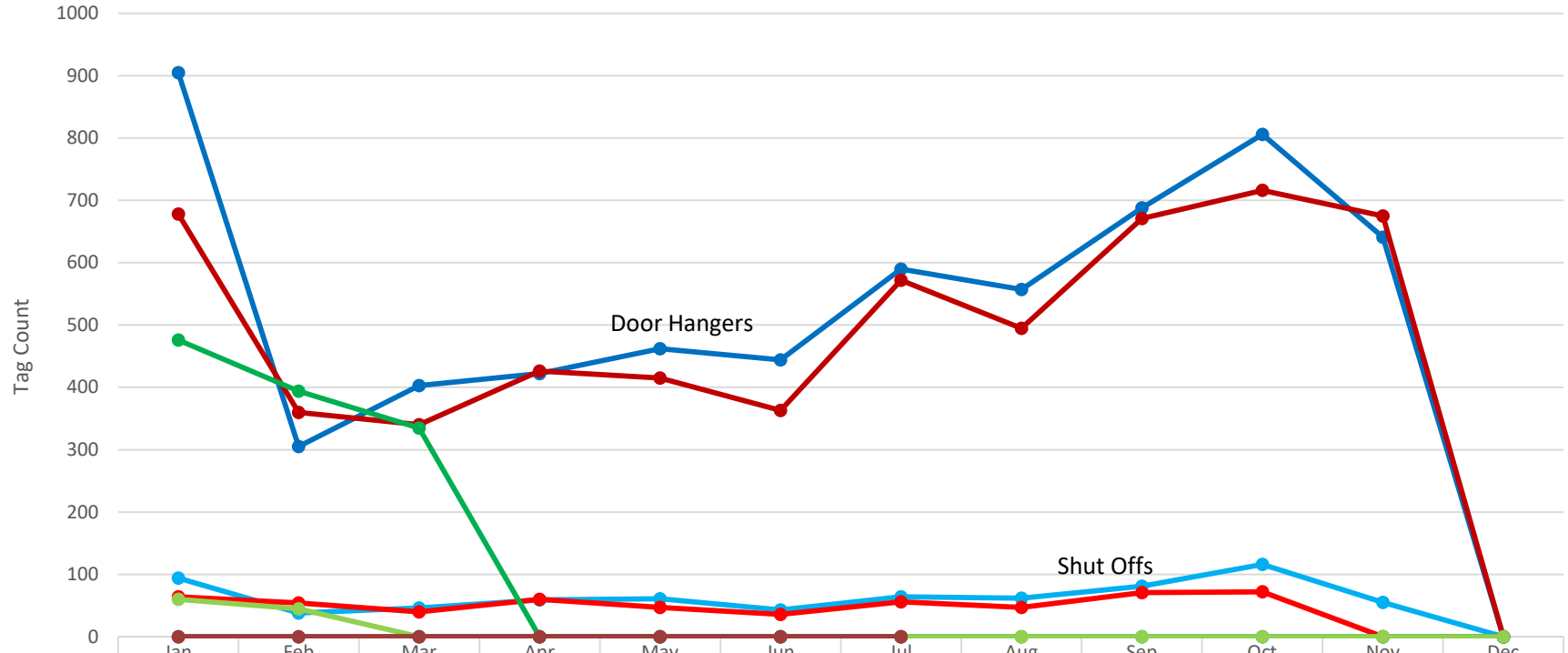
<u>Service Requests:</u>	July -21		YTD (Since Jan. 1, 2021)	
<u>Department</u>	<u>Service Request</u>	<u>Hours</u>	<u>Service Request</u>	<u>Hours</u>
Distribution				
Door Hangers	0	0	0	0
Shut offs	0	0	0	0
Turn ons	0	0	4	1
Investigations	39	9.75	228	57
USA Locates	397	99.25	2,282	570.50
Customer Complaints				
-Pressure	1	0.5	12	6
-Water Quality	3	1.5	23	11.5
-Other	0	0	0	0

<u>Work Orders:</u>	July -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.	22	59	164	416.5
Corrective Maint.	8	75	45	296
Water Samples	19	45.5	118	291
Distribution:				
Meters Installed	1	0.25	6	8.75
Meter Change Out	17	10.5	152	94.5
Preventative Maint.				
-Hydrant Maintenance (140)	136	21.5	1,263	202.75
-Valve Exercising (127)	122	18.25	1,088	199.75
-Other	0	0	0	0
Corrective Maint.				
-Leaks	8	64	30	395.75
-Other	3	82.75	36	151.25
Valve Locates	0	0	0	0
Utility:				
Corrective Maint.	0	0	0	0



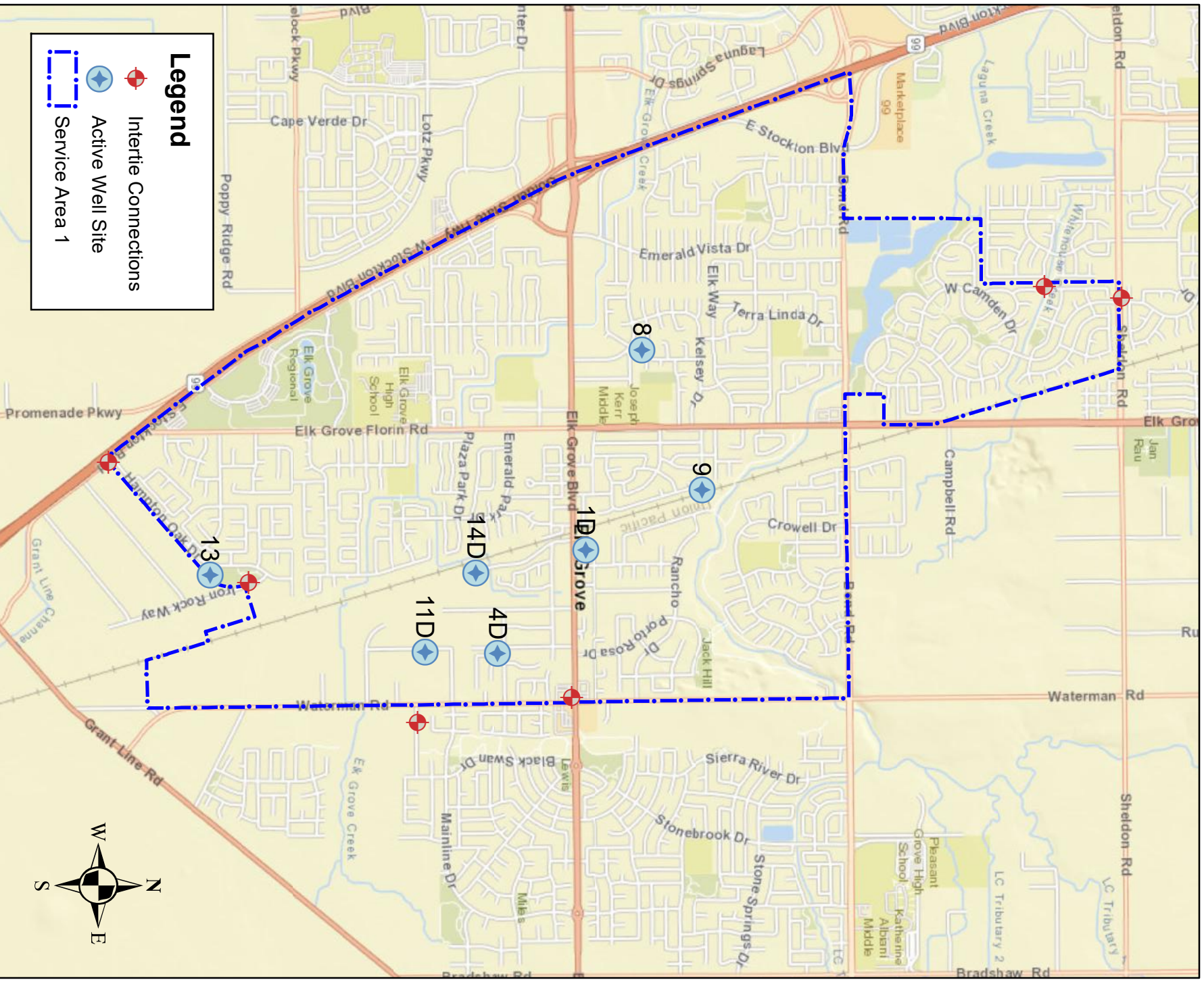
Elk Grove Water District

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	0	0	0	0	0	0	0	0	0	0
2021 Shut Offs	0	0	0	0	0	0	0	0	0	0	0	0

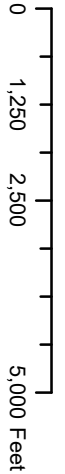
4



Legend

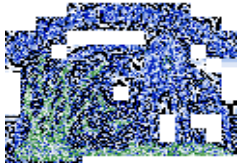
- Intertie Connections
- ◆ Active Well Site
- Service Area 1

Active Well Sites &
Intertie Connections



Elk Grove Water District





Elk Grove Water District

Monthly Production

Well 1D School -- July 2021

Selected Month Production

8,228,558 Gallons

Average GPM: 1,658
 Pump depth: 275 ft
 Well depth: 1025 ft

Motor:

Volts: 469
 Volts (Rated): 460
 RPM: 1786
 RPM (Rated): 2115
 Amps A: 178
 Amps A (Rated): 222
 Amps B: 176
 Amps B (Rated): 222
 Amps C: 174
 Amps C (Rated): 222

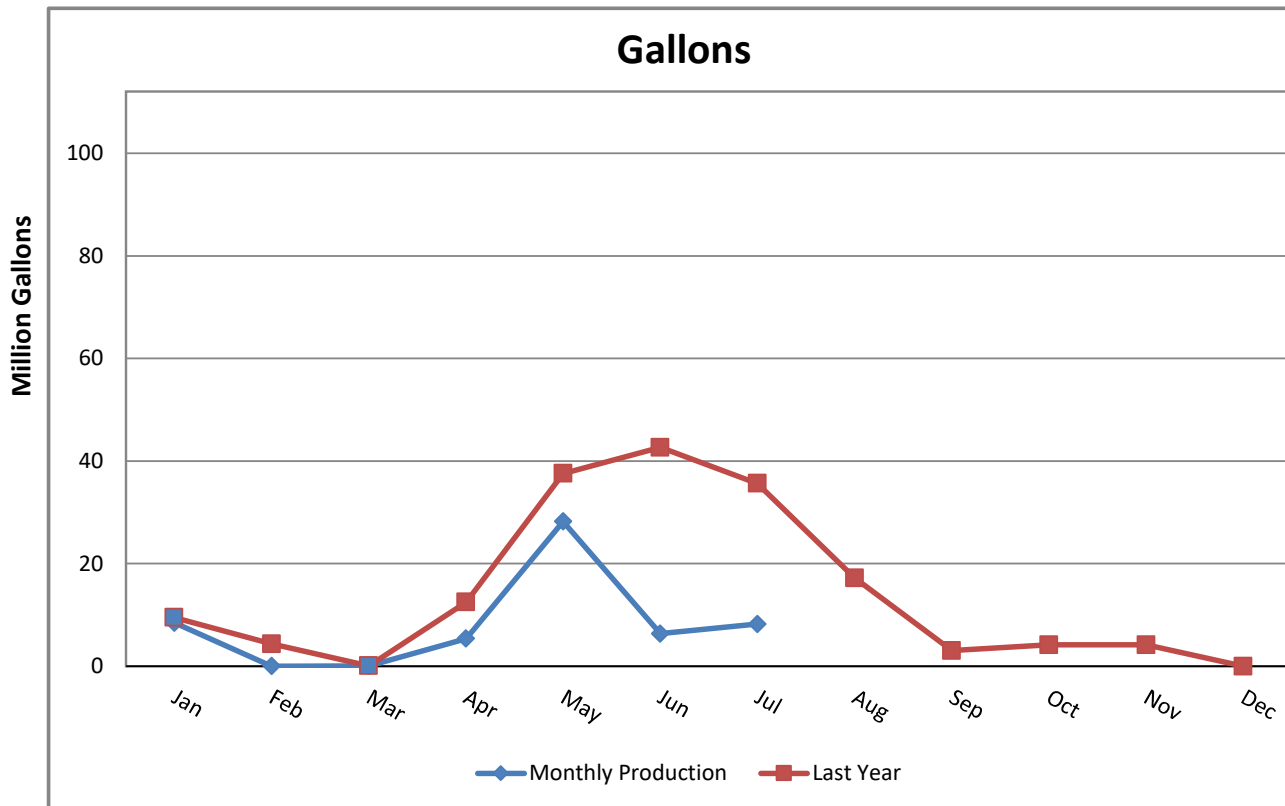
Motor Temp: 104.7 F
 Hour Meter: 82.70
 KW Hour Total: 10,560

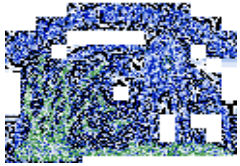
Chlorine:

Dosing: 1.8 mg/L
 Demand: 0.76 mg/L
 Residual: 1.04 mg/L

Vibration Reading:

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





Elk Grove Water District

Monthly Production

Well 4D Webb -- July 2021

Selected Month Production

45,427,357 Gallons

Average GPM: 1701
 Pump depth: 340 ft
 Well depth: 1075 ft

Motor:

Volts: 488
 Volts (Rated): 460
 RPM: 1686
 RPM (Rated): 1775
 Amps A: 186
 Amps A (Rated): 225
 Amps B: 184
 Amps B (Rated): 225
 Amps C: 184
 Amps C (Rated): 225

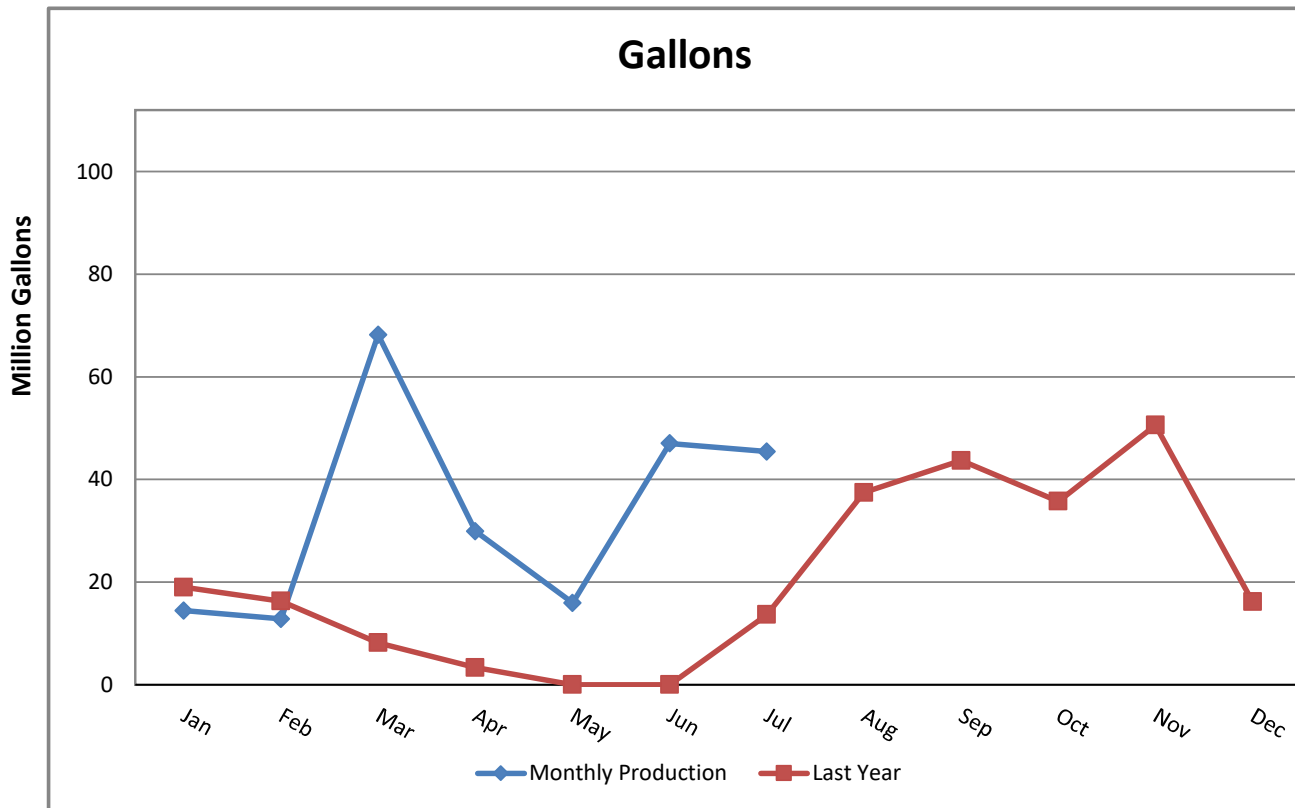
Motor Temp: 140.1 F
 Hour Meter: 444.90
 KW Hour Total: 66,540

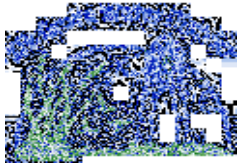
Chlorine:

Dosing: 1.75 mg/L
 Demand: 0.74 mg/L
 Residual: 1.01 mg/L

Vibration Reading:

Base Line: 0.05 in/sec
 Current: 0.01 in/sec





Elk Grove Water District

Monthly Production

Well 11D Dino -- July 2021

Selected Month Production

55,486,402 Gallons

Average GPM: 1698
 Pump depth: 340 ft
 Well depth: 1038 ft

Motor:

Volts: 479
 Volts (Rated): 460
 RPM: 1713
 RPM (Rated): 1775
 Amps A: 208
 Amps A (Rated): 225
 Amps B: 208
 Amps B (Rated): 225
 Amps C: 201
 Amps C (Rated): 225

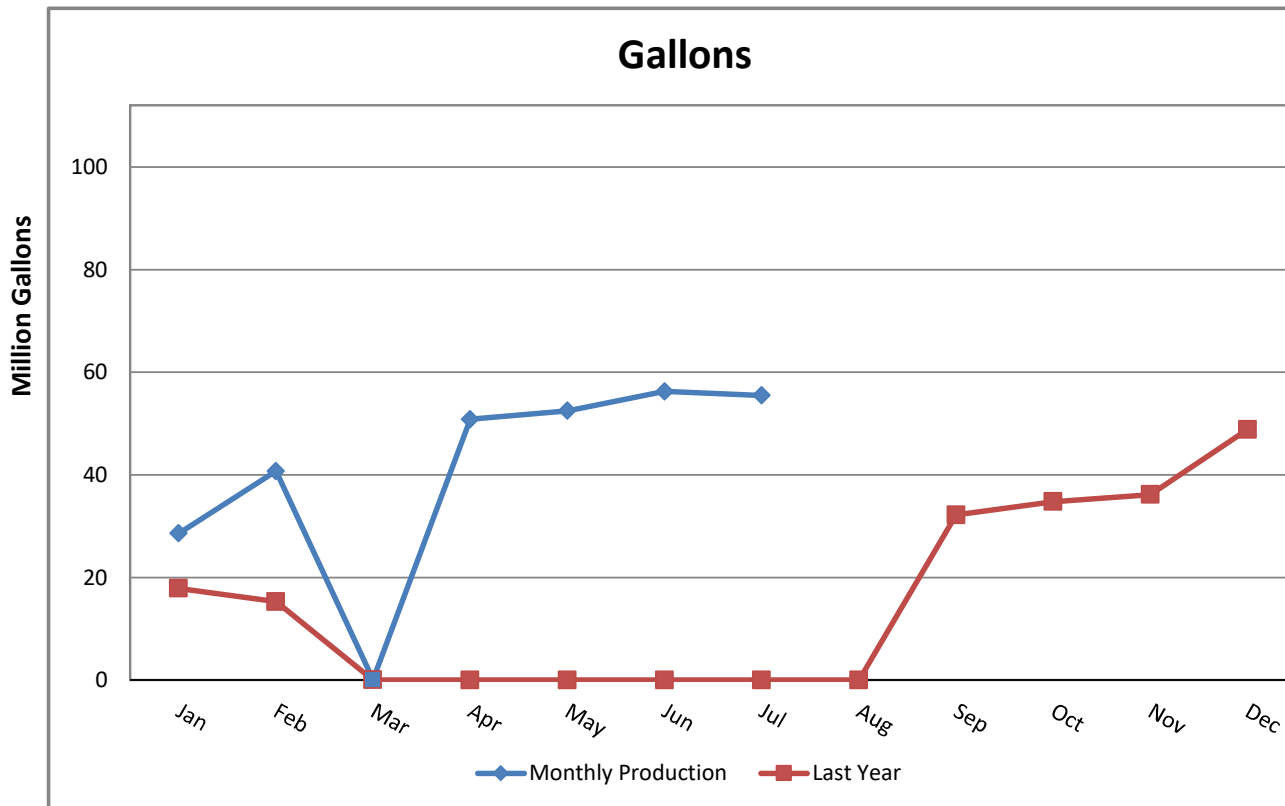
Motor Temp: 146.3 F
 Hour Meter: 554.40
 KW Hour Total: 84,240

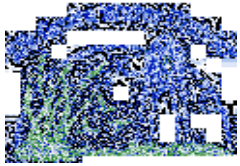
Chlorine:

Dosing: 1.75 mg/L
 Demand: 0.73 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 -- July 2021

Selected Month Production

7,688,702 Gallons

Average GPM: 1412
 Pump depth: 340 ft
 Well depth: 1051 ft

Motor:

Volts: 476
 Volts (Rated): 460
 RPM: 1785
 RPM (Rated): 1785
 Amps A: 166
 Amps A (Rated): 171
 Amps B: 163
 Amps B (Rated): 171
 Amps C: 160
 Amps C (Rated): 171

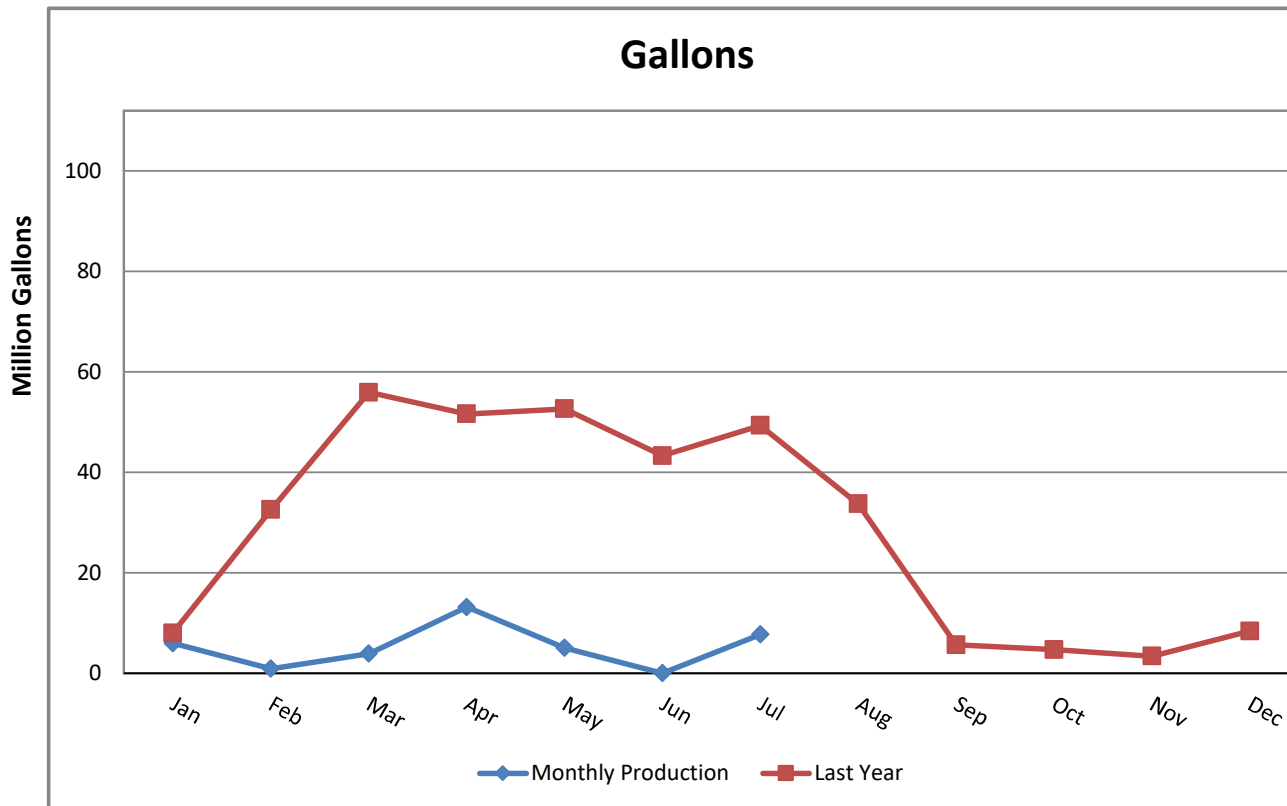
Motor Temp.: 127.9 F
 Hour Meter: 90.70
 KW Hour Total: 96,480
 (KWH total is for the entire facility)

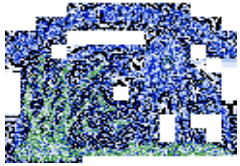
Chlorine:

Dosing: 2.12 mg/L
 Demand: 1.11 mg/L
 Residual: 1.01 mg/L

Vibration Reading:

Base Line: 0.02 in/sec
 Current: 0.01 in/sec





Elk Grove Water District

Monthly Production

Well 8 Williamson -- July 2021
(Submersible)

Selected Month Production

9,456,147 Gallons

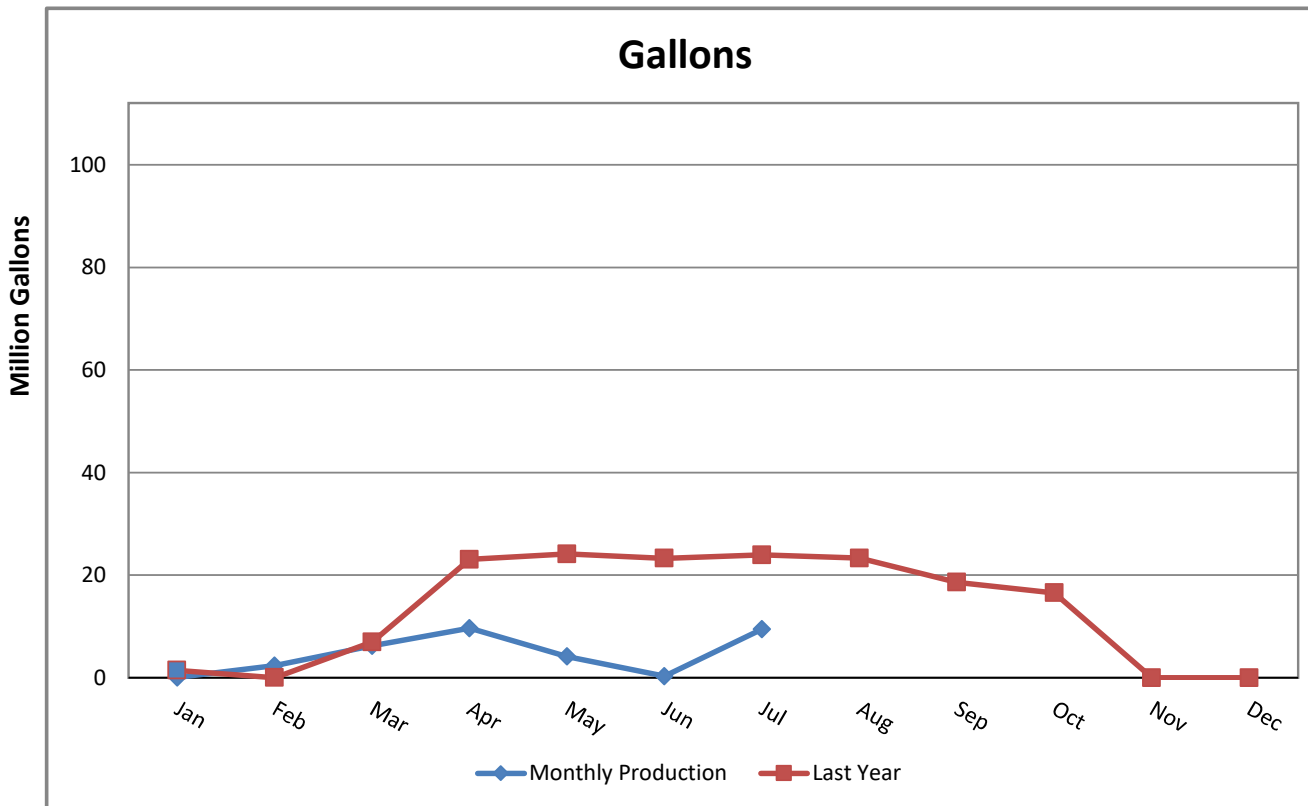
Average GPM: 551
Pump depth: 150 ft
Well depth: 564 ft

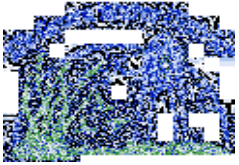
Motor:
Volts: 462
Volts (Rated): 460

Amps A: 60
Amps A (Rated): 65
Amps B: 58
Amps B (Rated): 65
Amps C: 60
Amps C (Rated): 65

Hour Meter: 285.60
KW Hour Total: 11,795

Chlorine:
Dosing: 1.3 mg/L
Demand: 0.1 mg/L
Residual: 1.20 mg/L





Elk Grove Water District

Monthly Production

Well 9 Polhemus -- July 2021
(Submersible)

Selected Month Production

13,401,383 Gallons

Average GPM: 491
Pump depth: 150 ft
Well depth: 556 ft

Motor:

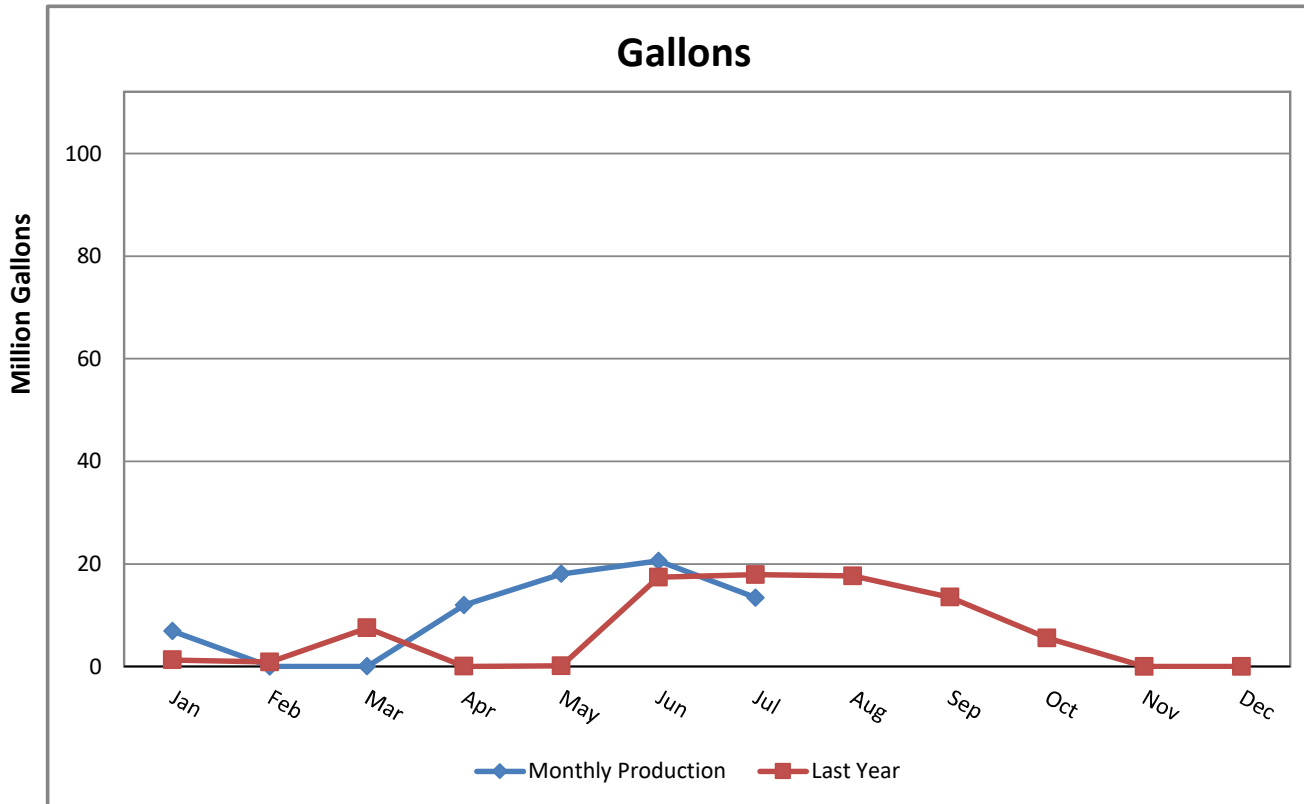
Volts: 480
Volts (Rated): 460

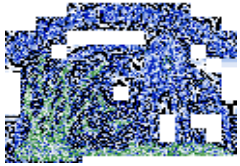
Amps A: 57
Amps A (Rated): 65
Amps B: 58
Amps B (Rated): 65
Amps C: 61
Amps C (Rated): 65

Hour Meter: 454.80
KW Hour Total: 17,976

Chlorine:

Dosing: 1.46 mg/L
Demand: 0.61 mg/L
Residual: 0.85 mg/L





Elk Grove Water District

Monthly Production

Well 13 Hampton -- July 2021

Selected Month Production

41,004,534 Gallons

Average GPM: 940
 Pump depth: 200 ft
 Well depth: 500 ft

Motor:

Volts: 478
 Volts (Rated): 460
 RPM: 1785
 RPM (Rated): 1785
 Amps A: 103
 Amps A (Rated): 141
 Amps B: 105
 Amps B (Rated): 141
 Amps C: 106
 Amps C (Rated): 141

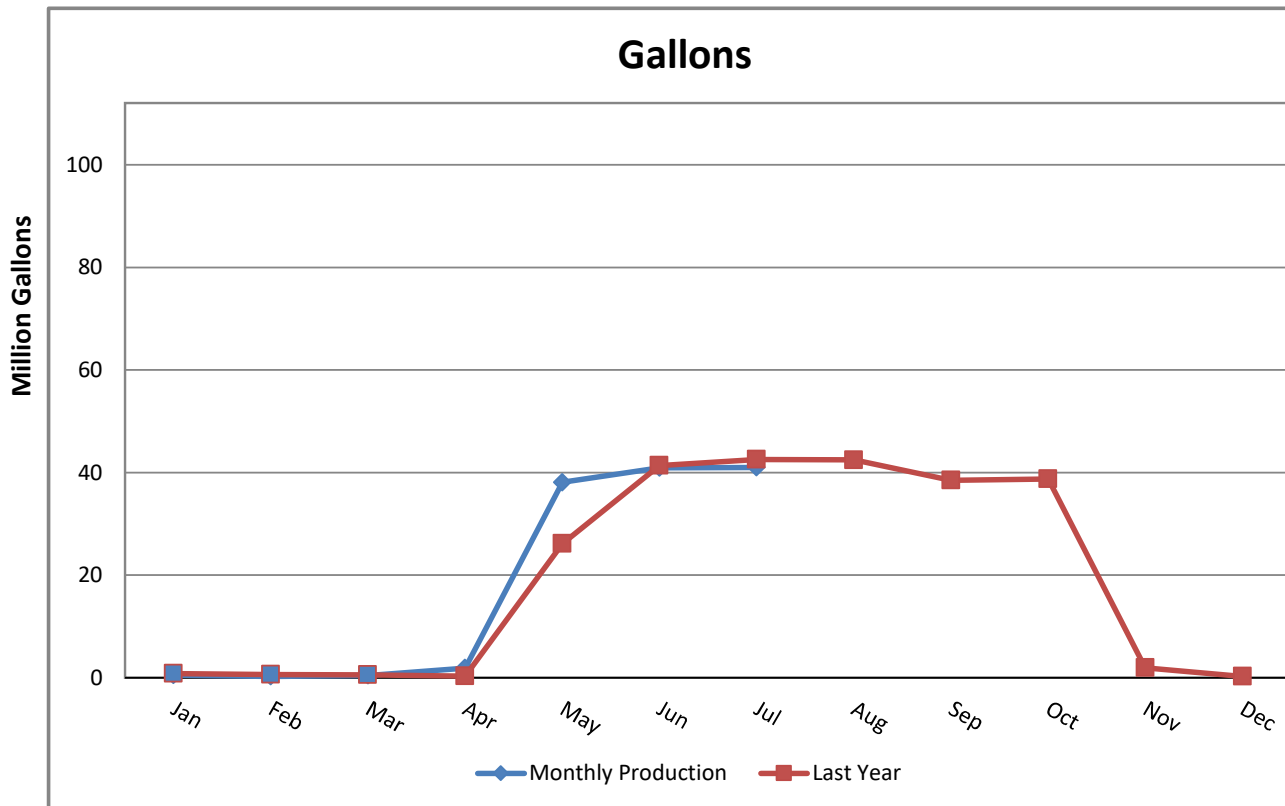
Motor Temp.: 113.7 F
 Hour Meter: 726.7
 KW Hour Total: 54,180

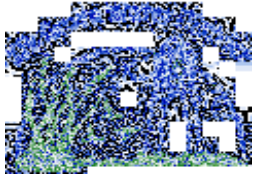
Chlorine:

Dosing: 1.35 mg/L
 Demand: 0.36 mg/L
 Residual: 0.99 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

Jul-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:

180,693,083 Gallons

Highest Day Demand of the Month:

6,292,981

Date of Occurrence

30-Jul-21

Highest Day Demand of the Calendar Year:

6,292,981

Date of Occurrence

30-Jul-21

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

Current Month:

0.00 in

Year To Date:

6.56 in

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

July 2020

0.00 in

Year To Date:

9.71 in

Entire Year Total:

9.73 in

Temperature:

This Month High

109 F

This Month Low

54 F

This Month Average

77.2 F

JUL-20 High

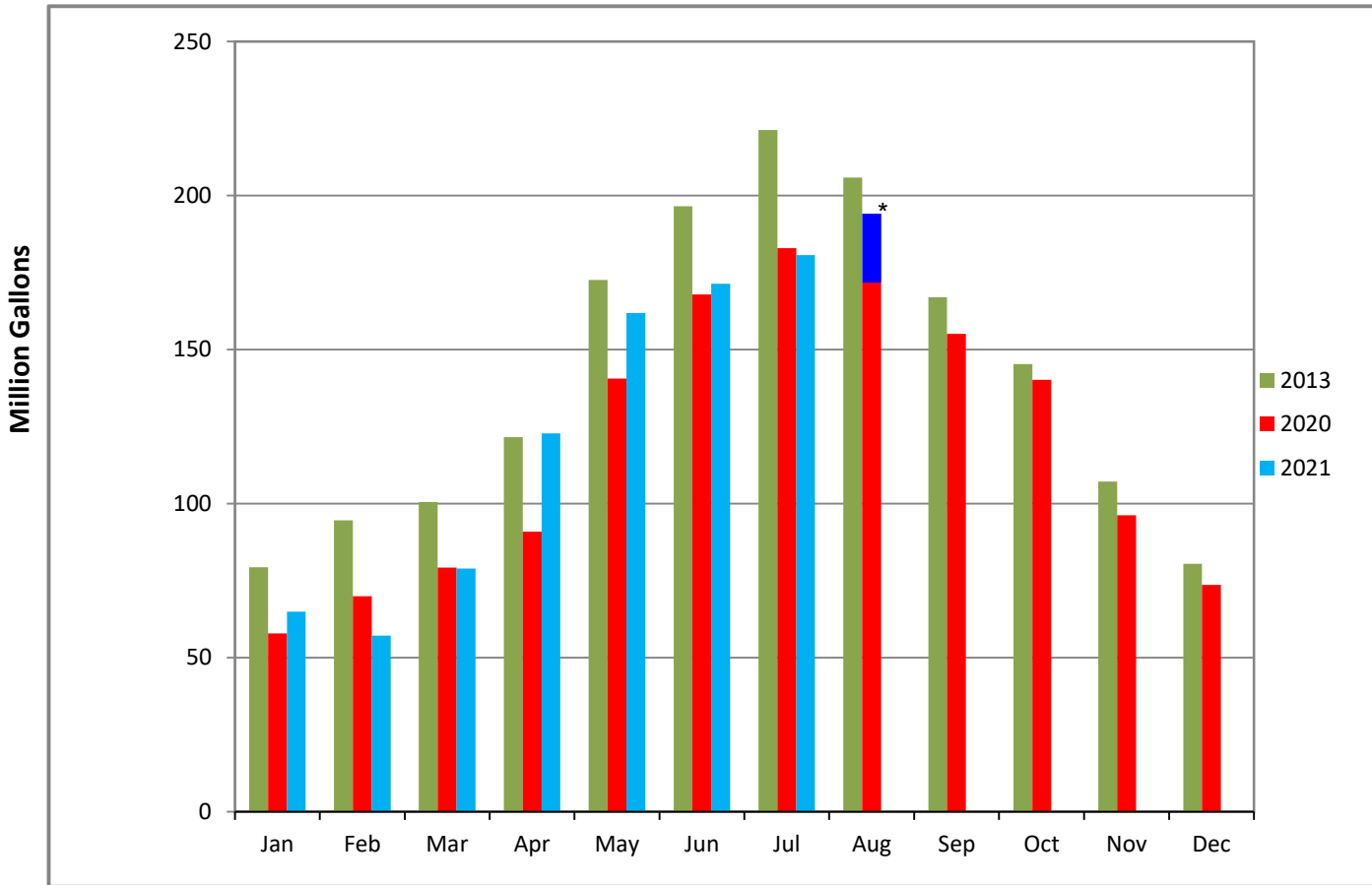
104 F

JUL-20 Low

55 F

JUL-20 Average

76.55 F

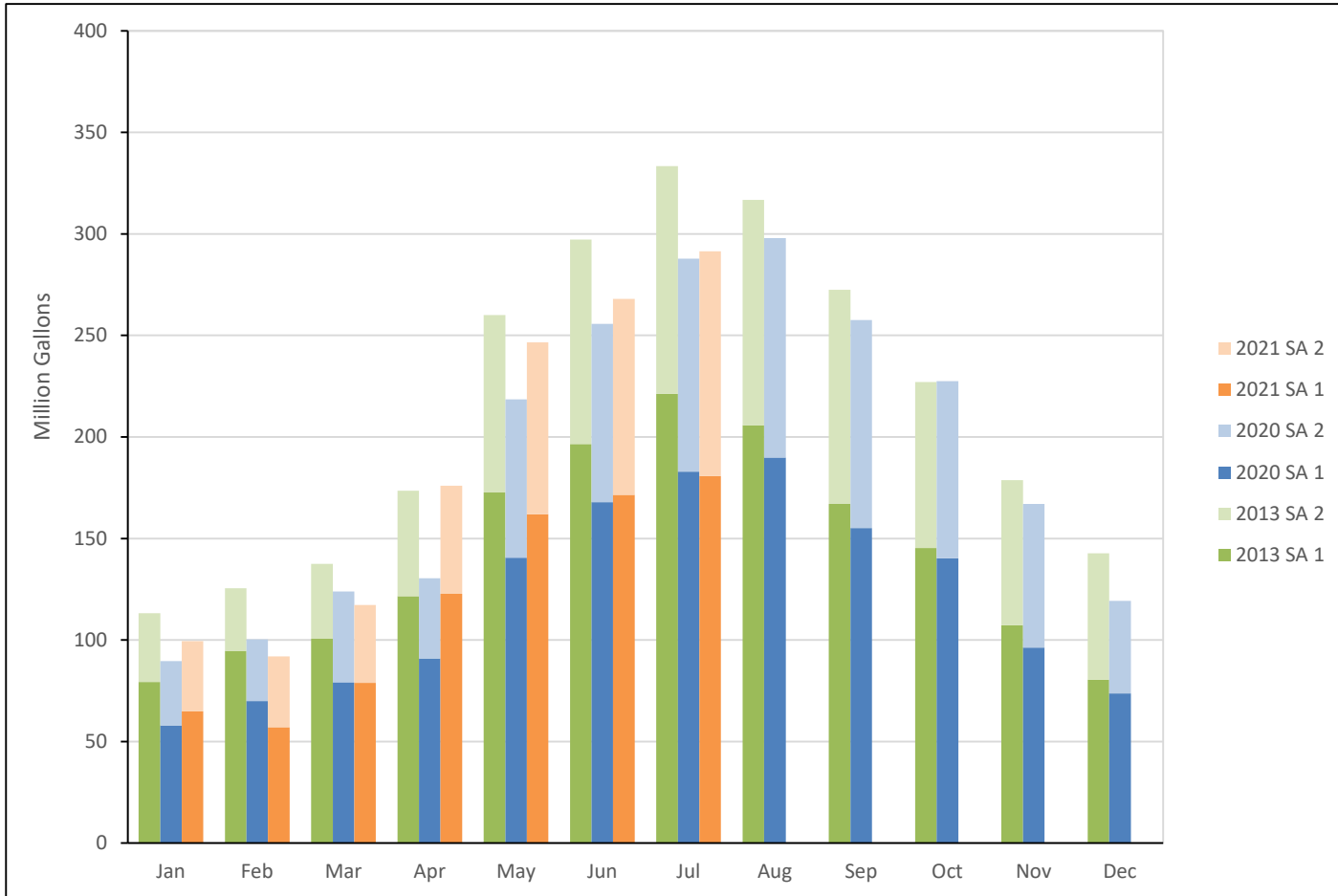




Elk Grove Water District

Total Demand/Production

Jul-2021



Current Month Demand/Production:

291,555,659 Gallons

Reduction From June 2013: 12.57%

GPCD: 200.3 Gallons per Day

R-GPCD: 153.9 Gallons per Day

Service Area 1

Active Connections: 7,979

Current Month Demand/Production:

180,693,083 Gallons

Reduction From June 2013: 18.36%

GPCD: 202.9 Gallons per Day

R-GPCD: 159.7 Gallons per Day

Service Area 2

Active Connections: 4,901

Current Month Demand/Production:

110,862,576 Gallons

Reduction From June 2013: 1.13%

GPCD: 196.1 Gallons per Day

R-GPCD: 145.2 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	78,904,998	122,759,415	161,903,489	171,428,103	180,693,083					
Purchased (SA2)	34,553,112	34,867,272	38,268,428	53,156,620	84,725,960	96,521,920	110,862,576					
Total	99,434,490	91,955,724	117,173,426	175,916,035	246,629,449	267,950,023	291,555,659	0	0	0	0	0

*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)

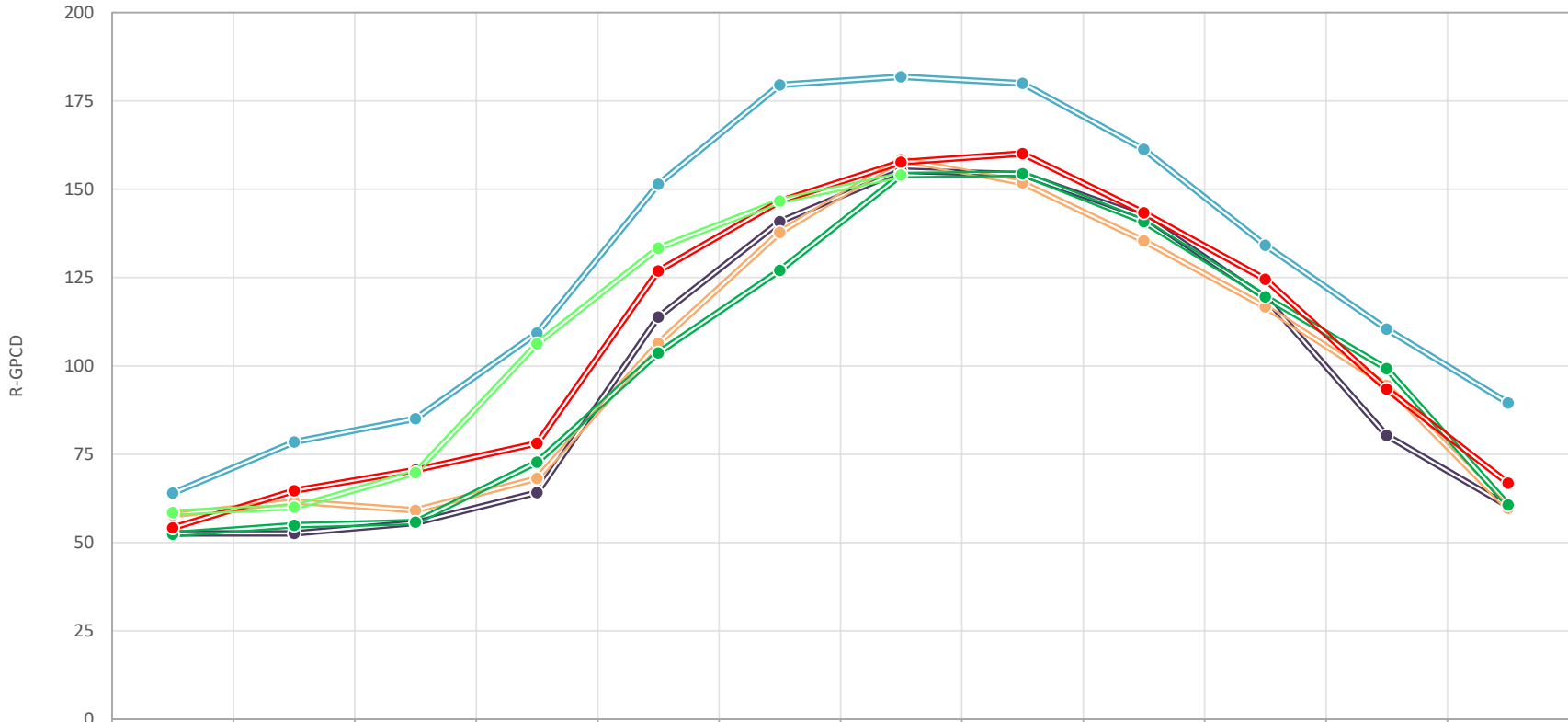
Springhurst Intertie (Aug 2020) 14,511,000 Gallons (Number provided from meter read by SCWA)

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	4,901	51,161	38,268,428
Apr	4,901	71,065	53,156,620
May	4,901	113,270	84,725,960
Jun	4,901	129,040	96,521,920
Jul	4,901	148,212	110,862,576
Aug			0
Sep			0
Oct			0
Nov			0
Dec			0



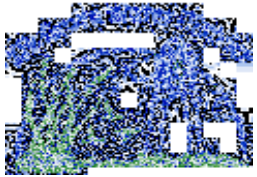
EGWD COMBINED R-GPCD

● 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	70	106	133	147	154					

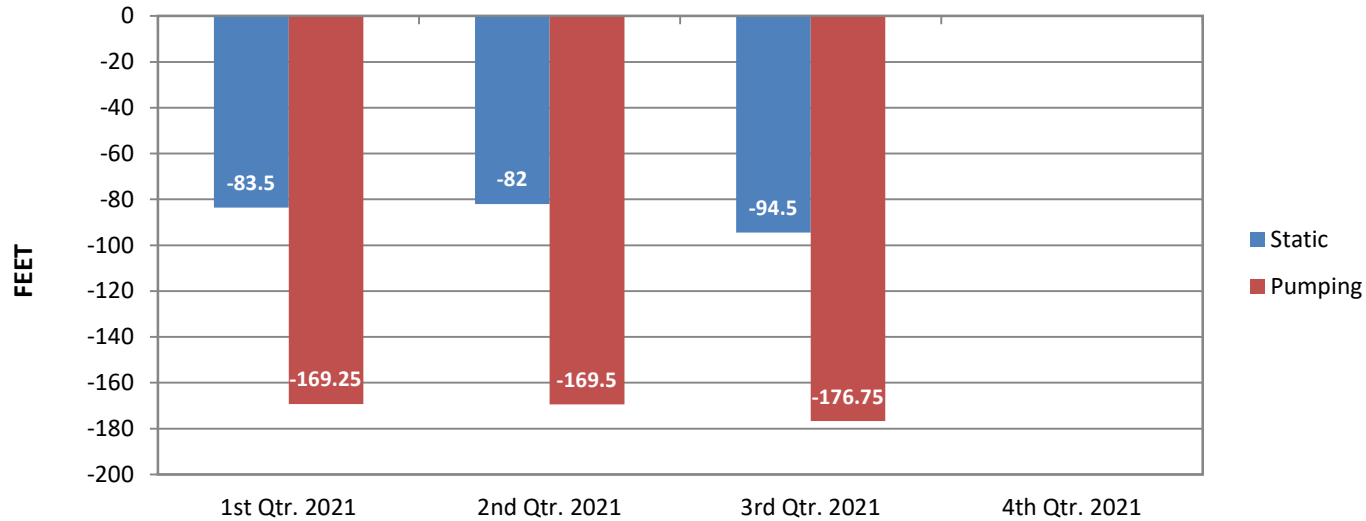
R-GPCD = Residential Gallons per Capita per Day



Elk Grove Water District

Static and Pumping Levels

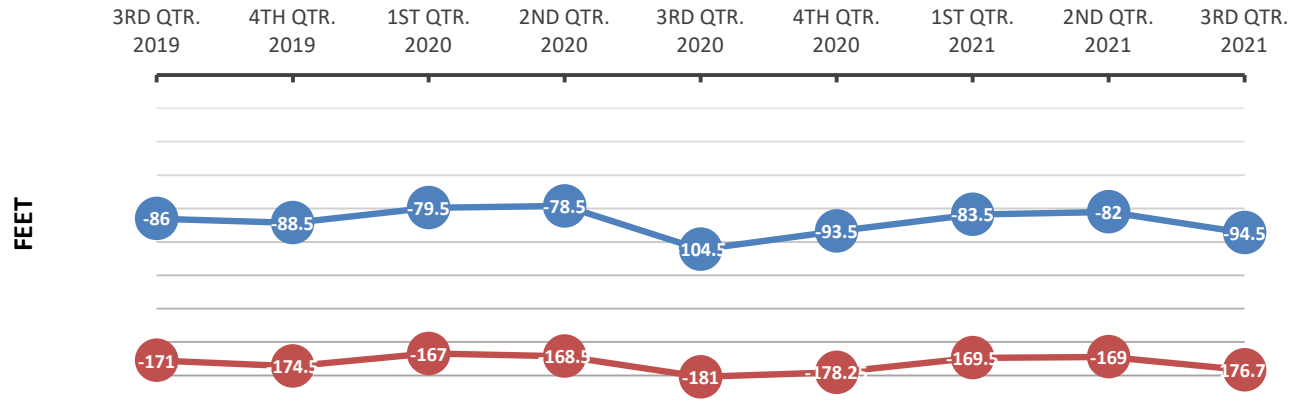
Well 1D School St



Latest Well Sounding

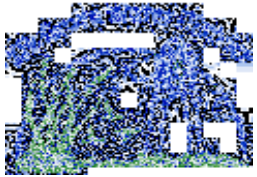
Static:	94.5 Ft
Pumping:	176.75 Ft
Drawdown:	82.25 Ft
GPM:	1,689
Specific Capacity:	20.540

Sounding Quarter/Year



Latest Sand Tester Results:

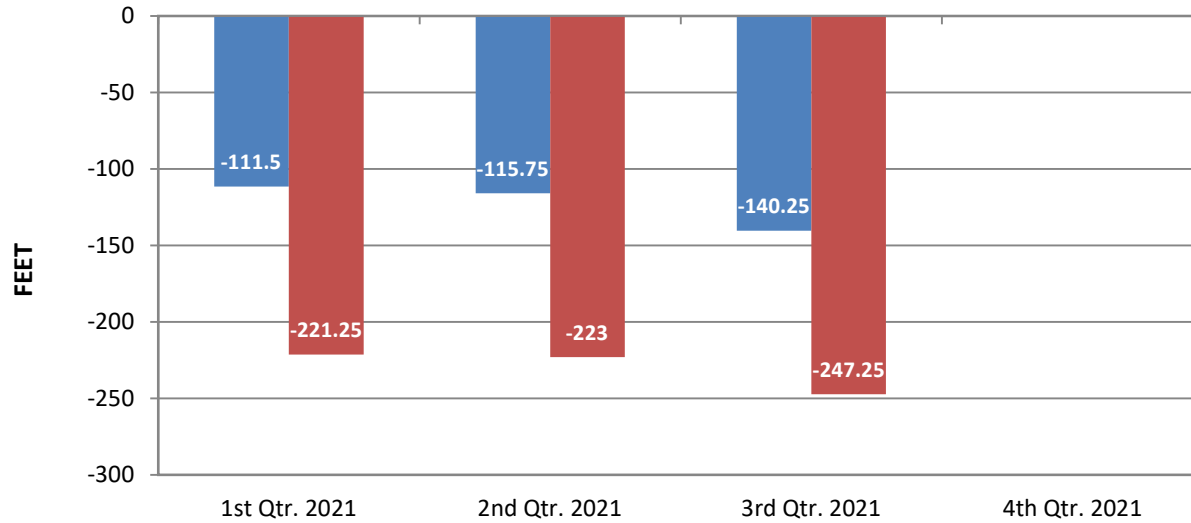
15 Min: < 5 ppm



Elk Grove Water District

Static and Pumping Levels

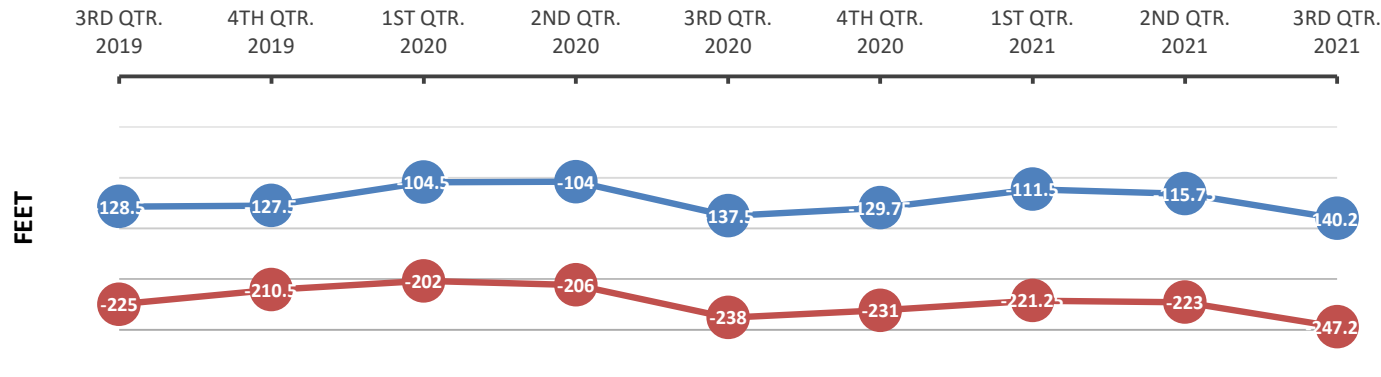
Well 4D Webb St



Latest Well Sounding

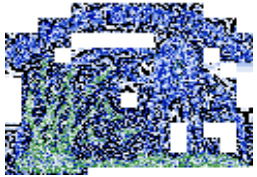
Static:	140.25 Ft
Pumping:	247.25 Ft
Drawdown:	107 Ft
GPM:	1,691
Specific Capacity:	15.802

Sounding Quarter/Year



Latest Sand Tester Results:

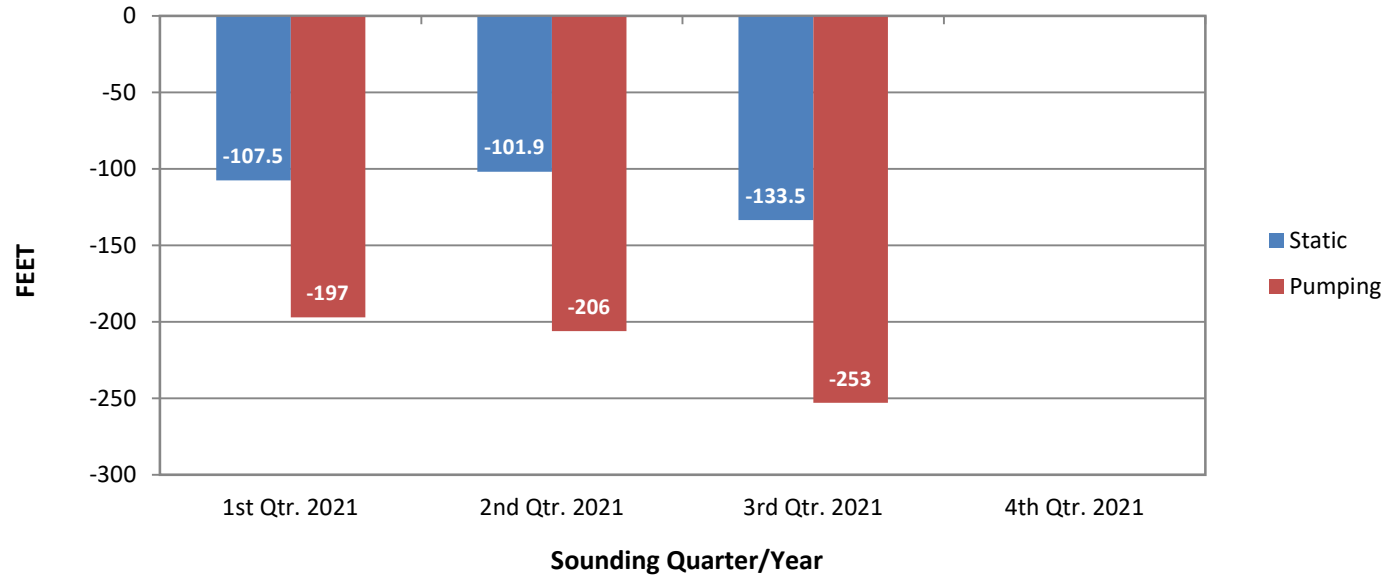
15 Min: < 5 ppm



Elk Grove Water District

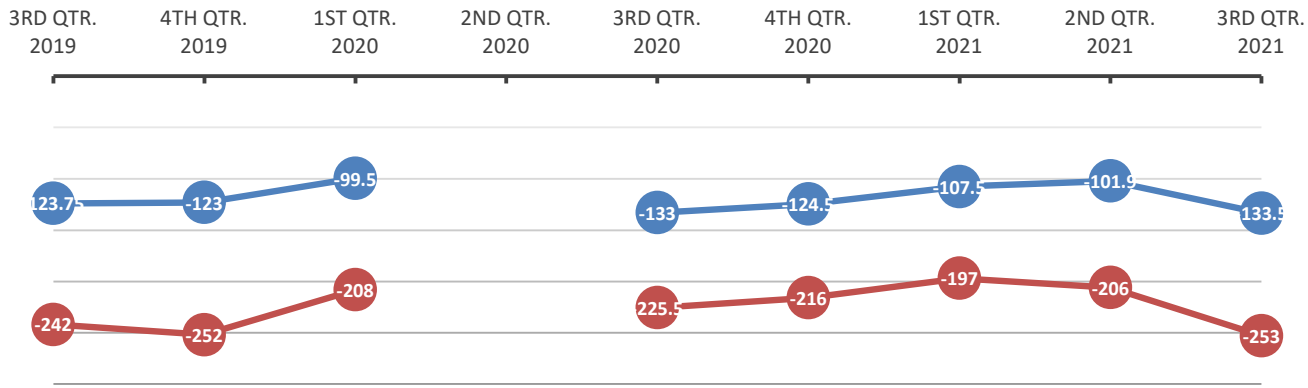
Static and Pumping Levels

Well 11D Dino



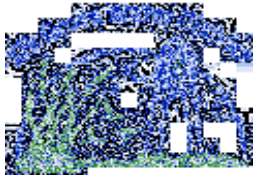
Latest Well Sounding

Static:	133.5 Ft
Pumping:	253 Ft
Drawdown:	119.5 Ft
GPM:	1,670
Specific Capacity:	13.974



Latest Sand Tester Results:

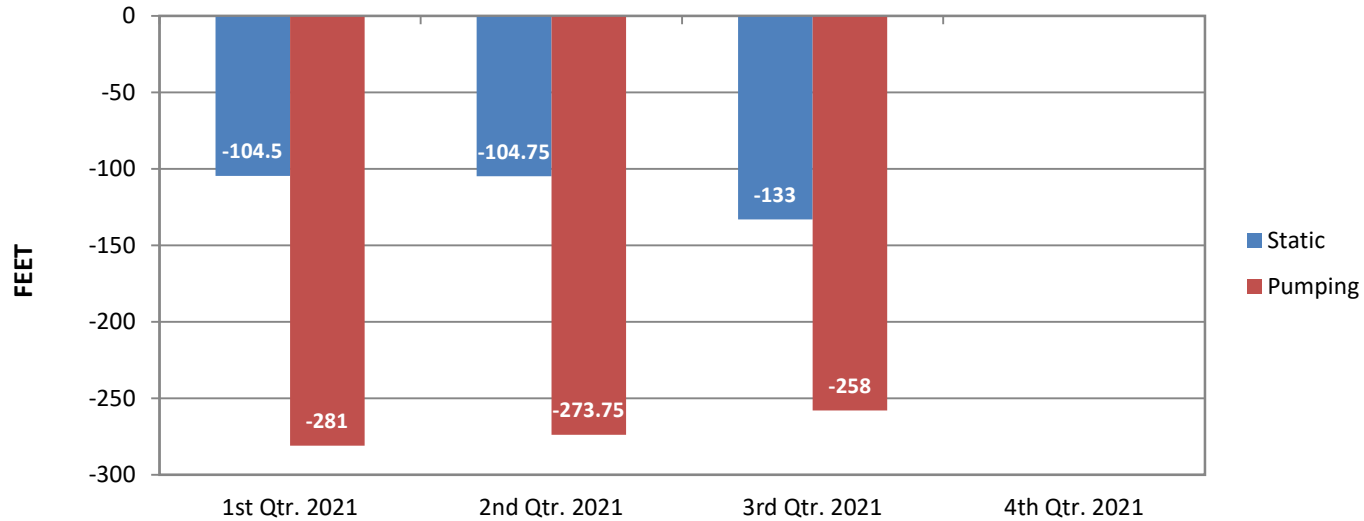
15 Min: < 5 ppm



Elk Grove Water District

Static and Pumping Levels

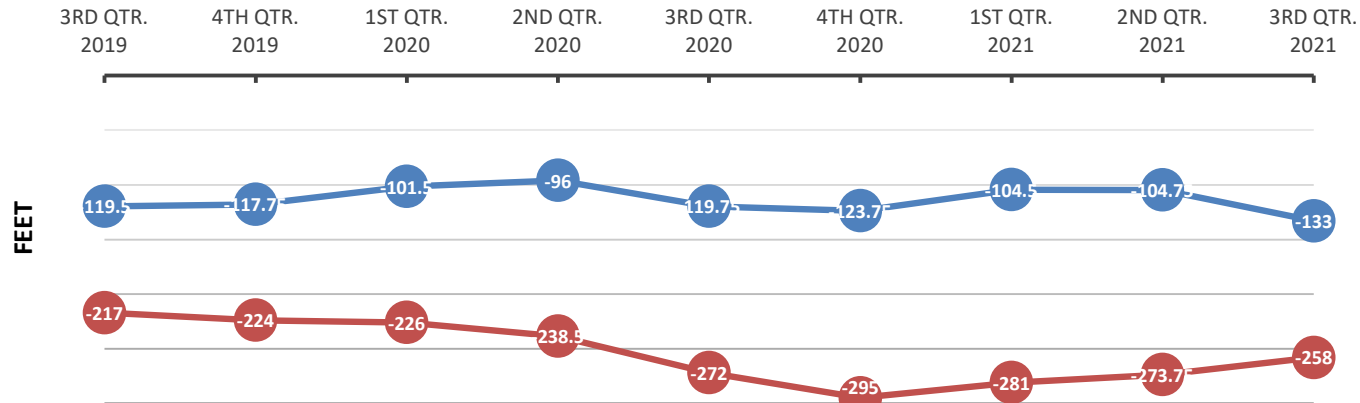
Well 14D Railroad



Latest Well Sounding

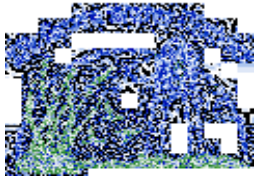
Static:	133 Ft
Pumping:	258 Ft
Drawdown:	125 Ft
GPM:	1,395
Specific Capacity:	11.160

Sounding Quarter/Year



Latest Sand Tester Results:

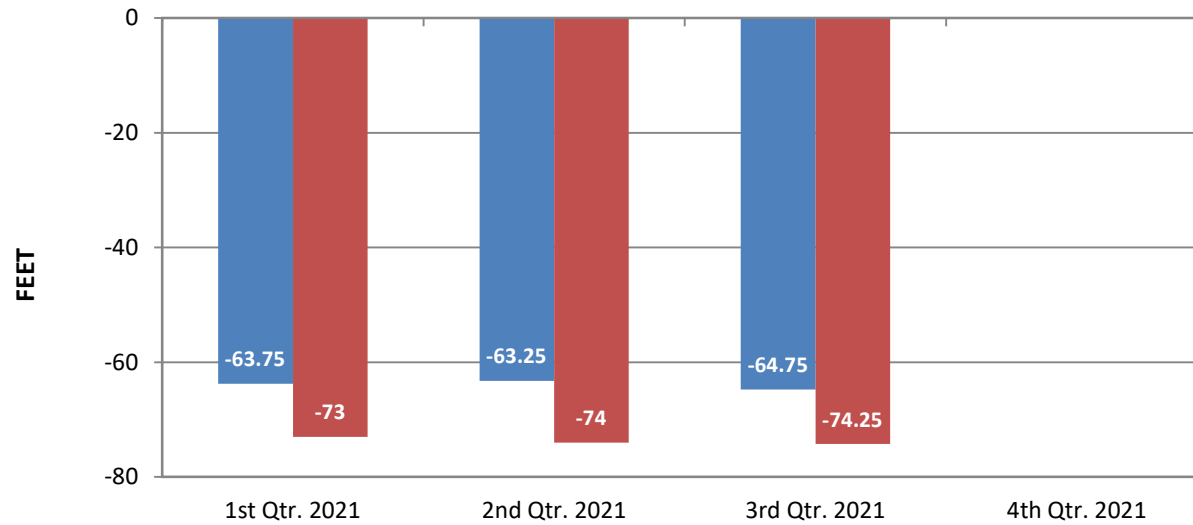
15 Min: < 5 ppm



Elk Grove Water District

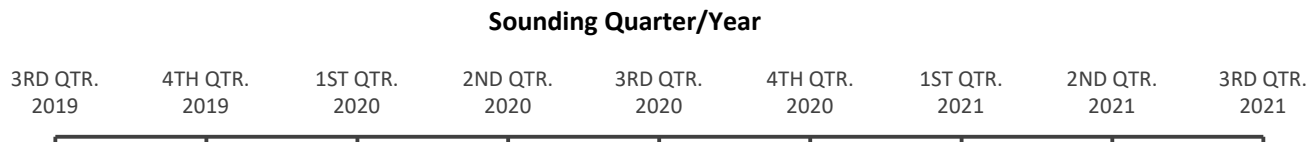
Static and Pumping Levels

Well 8 Williamson



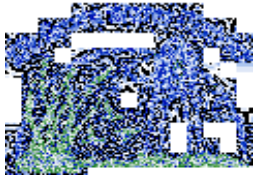
Latest Well Sounding

Static: 64.75 Ft
Pumping: 74.25 Ft
Drawdown: 9.5 Ft
GPM: 545
Specific Capacity: 57.347



Latest Sand Tester Results:

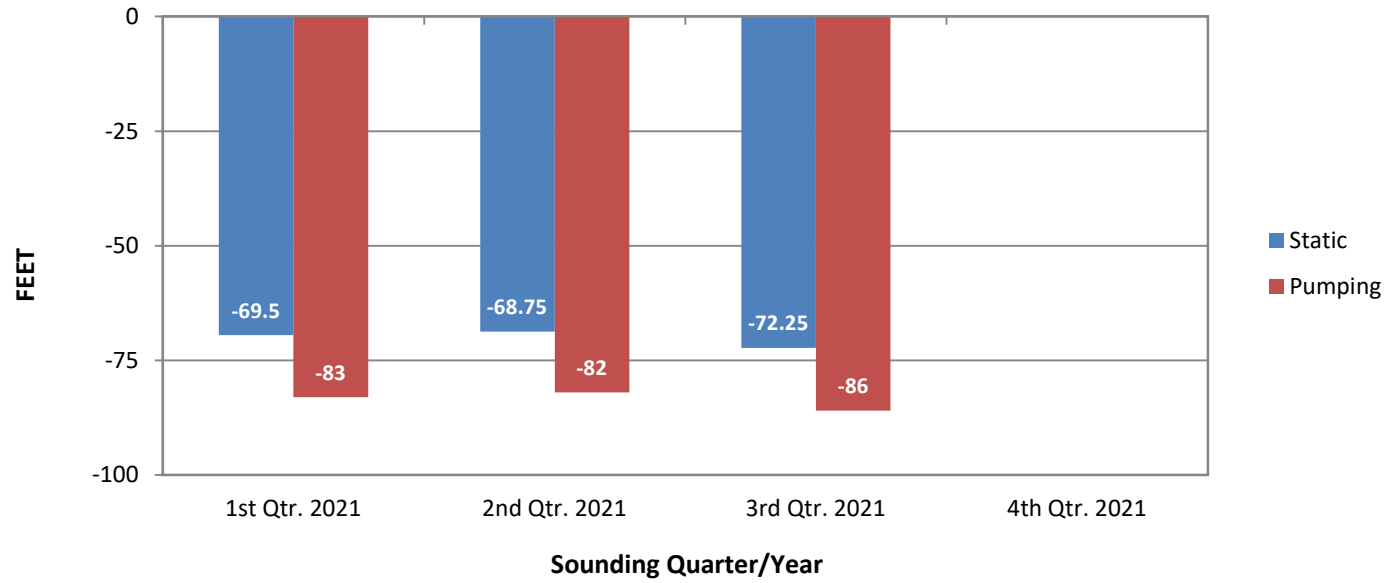
15 Min: < 5 ppm



Elk Grove Water District

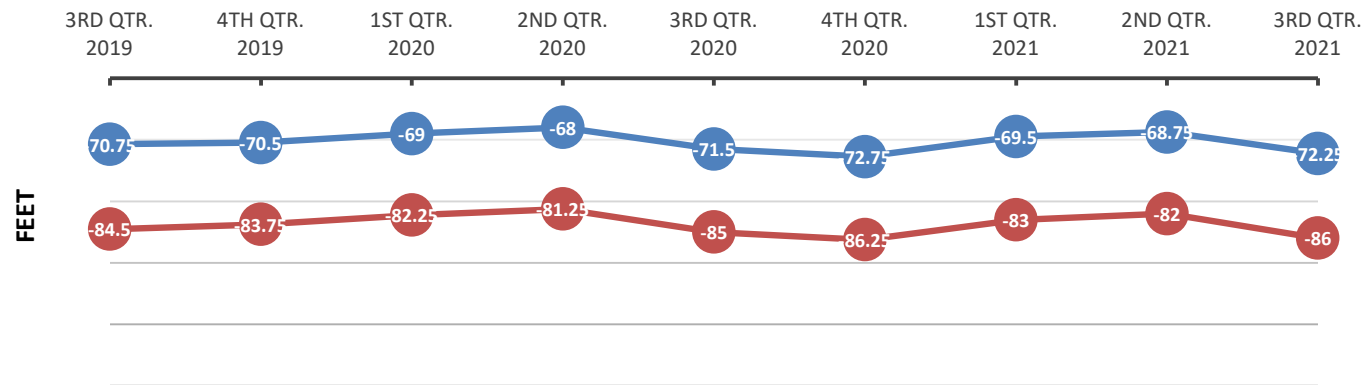
Static and Pumping Levels

Well 9 Polhemus



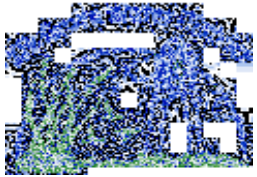
Latest Well Sounding

Static:	72.25 Ft
Pumping:	86 Ft
Drawdown:	13.75 Ft
GPM:	490
Specific Capacity:	35.619



Latest Sand Tester Results:

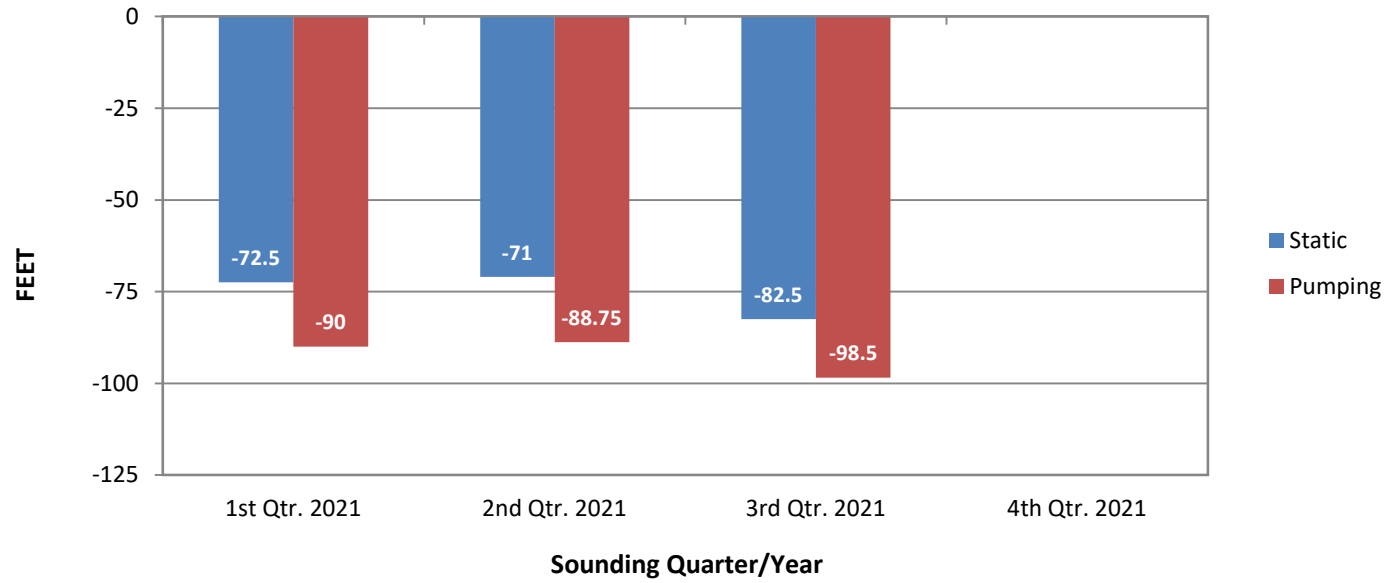
15 Min: < 5 ppm



Elk Grove Water District

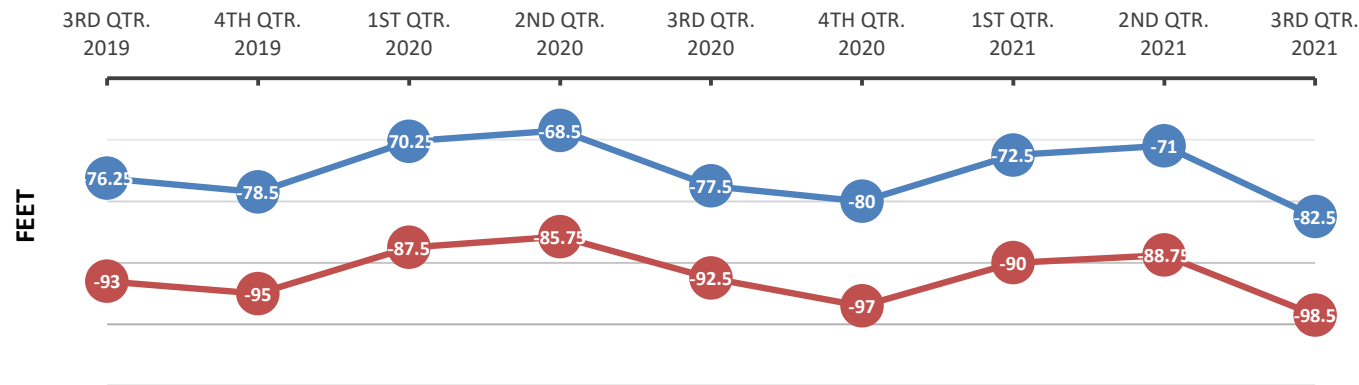
Static and Pumping Levels

Well 13 Hampton



Latest Well Sounding

Static:	82.5 Ft
Pumping:	98.5 Ft
Drawdown:	16 Ft
GPM:	948
Specific Capacity:	59.243



Latest Sand Tester Results:

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

Sampling Point: 01 - 8693 W. Camden			
Sample Date	Sample Class	Sample Name	Collection Occurrence
7/6/2021	Distribution System	Bacteriological	Week
7/13/2021	Distribution System	Bacteriological	Week
7/20/2021	Distribution System	Bacteriological	Week
7/27/2021	Distribution System	Bacteriological	Week
7/6/2021	Distribution System	TTHM's and HAA5	Quarterly

Sampling Point: School Well 01D - Raw Water			
Sample Date	Sample Class	Sample Name	Collection Occurrence
7/6/2021	Source Water	3 mo - Bacteriological	Quarterly
7/6/2021	Source Water	3 mo - Fe,Mn,As Total	Quarterly
7/6/2021	Source Water	Treshold Odor	Quarterly

Sampling Point: 02 - 9425 Emerald Vista			
Sample Date	Sample Class	Sample Name	Collection Occurrence
7/6/2021	Distribution System	Bacteriological	Week
7/13/2021	Distribution System	Bacteriological	Week
7/20/2021	Distribution System	Bacteriological	Week
7/27/2021	Distribution System	Bacteriological	Week

Sampling Point: 03 - 8809 Valley Oak			
Sample Date	Sample Class	Sample Name	Collection Occurrence
7/6/2021	Distribution System	Bacteriological	Week
7/13/2021	Distribution System	Bacteriological	Week
7/20/2021	Distribution System	Bacteriological	Week
7/27/2021	Distribution System	Bacteriological	Week

Sampling Point: Webb Well 04D - Raw Water

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/6/2021	Source Water	3 mo - Bacteriological	Quarterly
7/6/2021	Source Water	3 mo - Fe,Mn,As Total	Quarterly

Sampling Point: 04 - 10122 Glacier Point

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/6/2021	Distribution System	Bacteriological	Week
7/13/2021	Distribution System	Bacteriological	Week
7/20/2021	Distribution System	Bacteriological	Week
7/27/2021	Distribution System	Bacteriological	Week

Sampling Point: 05 - 9230 Amsden Ct.

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/6/2021	Distribution System	Bacteriological	Week
7/13/2021	Distribution System	Bacteriological	Week
7/20/2021	Distribution System	Bacteriological	Week
7/27/2021	Distribution System	Bacteriological	Week
7/6/2021	Distribution System	TTHM's and HAA5	Quarterly

Sampling Point: 06 - 9227 Rancho Dr.

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/6/2021	Distribution System	Bacteriological	Week
7/13/2021	Distribution System	Bacteriological	Week
7/20/2021	Distribution System	Bacteriological	Week
7/27/2021	Distribution System	Bacteriological	Week

Sampling Point: 07 - Al Gates Park Mainline Dr.

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/6/2021	Distribution System	Bacteriological	Week
7/13/2021	Distribution System	Bacteriological	Week
7/20/2021	Distribution System	Bacteriological	Week
7/27/2021	Distribution System	Bacteriological	Week
7/6/2021	Distribution System	Fluoride	Monthly

Sampling Point: - Williamson Well 8 Raw Water

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/6/2021	Source Water	3 mo - Bacteriological	Quarterly
7/6/2021	Source Water	3 mo - Fe,Mn,As Total	Quarterly
7/15/2021	Source Water	3 mo - Bacteriological	Quarterly
7/15/2021	Source Water	3 mo - Fe,Mn,As Total	Quarterly

Sampling Point: 08 - 9436 Hollow Springs Wy.

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/6/2021	Distribution System	Bacteriological	Week
7/13/2021	Distribution System	Bacteriological	Week
7/20/2021	Distribution System	Bacteriological	Week
7/27/2021	Distribution System	Bacteriological	Week
7/6/2021	Distribution System	TTHM's and HAA5	Quarterly

Sampling Point: Polhemus Well 9 Raw Water

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/6/2021	Source Water	3 mo - Bacteriological	Quarterly
7/6/2021	Source Water	3 mo - Fe,Mn,As Total	Quarterly

Sampling Point: 09 - 8417 Blackman Wy.

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/6/2021	Distribution System	Bacteriological	Week
7/13/2021	Distribution System	Bacteriological	Week
7/20/2021	Distribution System	Bacteriological	Week
7/27/2021	Distribution System	Bacteriological	Week

Sampling Point: 10 - 9373 Oreo Ranch Cir.

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/6/2021	Distribution System	Bacteriological	Week
7/13/2021	Distribution System	Bacteriological	Week
7/20/2021	Distribution System	Bacteriological	Week
7/27/2021	Distribution System	Bacteriological	Week

Sampling Point: Dino Well 11D - Raw Water

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/6/2021	Source Water	3 mo - Bacteriological	Quarterly
7/6/2021	Source Water	3 mo - Fe,Mn,As Total	Quarterly

Sampling Point: Hampton Well 13 - Raw Water

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/6/2021	Source Water	Fe, Mn, As, Total	Weekly
7/6/2021	Source Water	3 mo - Bacteriological	Quarterly
7/12/2021	Source Water	Fe, Mn, As, Total	Weekly
7/19/2021	Source Water	Fe, Mn, As, Total	Weekly
7/26/2021	Source Water	Fe, Mn, As, Total	Weekly

Sampling Point: Hampton WTP Effluent

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/6/2021	Treated Effluent	Fe, Mn, As, Total	Weekly
7/12/2021	Treated Effluent	Fe, Mn, As, Total	Weekly
7/19/2021	Treated Effluent	Fe, Mn, As, Total	Weekly
7/26/2021	Treated Effluent	Fe, Mn, As, Total	Weekly

Sampling Point: Hampton WTP Backwash Tank

Sample Date	Sample Class	Sample Name	Collection Occurrence
			Biannually

Sampling Point: Railroad Well 14D - Raw Water

Sample Date	Sample Class	Sample Name	Collection Occurrence
			Quarterly

Sampling Point: Railroad WTP Effluent

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/6/2021	Treated Plant Effluent	WTP Eff - Fe,Mn,As,Al Total	Month
7/6/2021	Treated Plant Effluent	Threshold Odor	Quarterly

Sampling Point: Railroad WTP Backwash Tank

Sample Date	Sample Class	Sample Name	Collection Occurrence
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Sampling Point: Special Distribution/Construction Samples

Sample Date	Sample Class	Sample Name	Collection Description
7/19/2021	Source Water	3 mo - Fe,Mn,As, TDS Total	Railroad Well 14D Post Rehab
7/20/2021	Source Water	Bacteriological	Williamson Well 8 Motor Replacement
7/20/2021	Source Water	As,Fe,Mn	Williamson Well 8 Motor Replacement
7/20/2021	Source Water	3 mo - Fe,Mn,As, TDS Total	Railroad Well 14D Post Rehab
7/20/2021	Source Water	Bacteriological	Railroad Well 14D Post Rehab
7/21/2021	Source Water	3 mo - Fe,Mn,As, TDS Total	Railroad Well 14D Post Rehab
7/21/2021	Source Water	Bacteriological	Railroad Well 14D Post Rehab
7/22/2021	Source Water	3 mo - Fe,Mn,As, TDS Total	Railroad Well 14D Post Rehab
7/22/2021	Source Water	Bacteriological	Railroad Well 14D Post Rehab

Colors

Monthly Total

Yearly Total

Black = Scheduled

68

433

Green = Unscheduled

9

43

Red = Incomplete Sample

0



August 3, 2021

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

WASTEWATER DISCHARGE COMPLIANCE REPORT FORM

Enclosed is the Wastewater Discharge Compliance Report Form from Elk Grove Water District for July 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

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: July	Year: 2021
--------------------	-------------------

Water use/flow meter report
 Hampton WTP- 1,179,523 Gallons
 Railroad WTP - 0 Gallons
 Analyzer Water -35,712 Gallons

	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): Slug and sampling Control Plan

Domestic Calculation

Domestic Usage	Number of Employees	Business Days per Month	Allowance (gallons per day)	Gallons
Production	11	19	15	3,135
Office	4	19	10	760
Drivers/Field	3	19	3	171
Total				4,066

Certification Statement

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

SIGNATURE of Authorized Representative:



PRINTED NAME, TITLE:

Steve Shaw Water Treatment Supervisor
 (Name) (Title)

DATE:

8-3-2021



August 3, 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 July 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 above the printed name.

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;">July</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 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 type="text"/>	<input 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 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;">8/3/21</p>
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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.**



August 3, 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 July 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 above the printed name.

STEVE SHAW
WATER TREATMENT SUPERVISOR

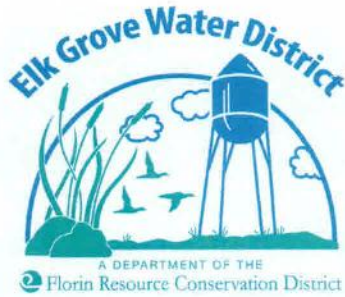
Elk Grove Water District

Hampton GWTP Monthly Report

PWS Number 3410008-013
 GWTP Name Hampton Water Treatment Plant

Month: July

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	19361.3		146613807		23492866	27915798											
1	19383.6	22.3	147870003	1256196	23525471	27953874	7/6/2021	0.004	0.033	0.02	0.008	10	2	Inf. pH Eff. pH			
2	19405	21.4	149068372	1198369	23557923	27984582	7/12/2021	0.003	0.016	0.02	0.009	7	2	Week 1: 7.0 to 7.1			
3	19430.2	25.2	150477261	1408889	23590378	28024491	7/19/2021	0	0.053	0.035	0.001	4	2	Cl2		0.96	
4	19453.7	23.5	151795809	1318548	23622807	28060298	7/26/2021	0.014	0.009	0.025	0.012	10	<2	Week 2: 7.0 to 7.0			
5	19477.5	23.8	153119971	1324162	23651602	28096415								Cl2		0.89	
6	19501.2	23.7	154464549	1344578	23680306	28132662								Week 3: 7.0 to 7.1			
7	19525.3	24.1	155835404	1370855	23712735	28170268	Total Gallons Sodium Hypochlorite: 414.04 Gal							Cl2		0.78	
8	19549	23.7	157175534	1340130	23741533	28207260	Pounds per day 16.7 Lbs/Day							Week 4: 7.0 to 7.1			
9	19573.5	24.5	158561368	1385834	23773917	28245137	Dosage (Milligrams Per Liter @ 12.5% Cl) 1.8 mg/L							Cl2		0.97	
10	19597.4	23.9	159914954	1353586	23806415	28283163								Week 5: to			
11	19620.7	23.3	161225677	1310723	23838927	28320750	Total Gallons Ferric Chloride: 252.9 Gal							Cl2			
12	19645.2	24.5	162608684	1383007	23871354	28358883	Dosage (Milligrams Per Liter @ 38% FeCl) .65mg/L										
13	19668.8	23.6	163940386	1331702	23903835	28396233											
14	19693.2	24.4	165316404	1376018	23936221	28434352	Total Gallons Sodium Hydroxide: 309.63 Gal										
15	19717.4	24.2	166680298	1363894	23968670	28472491	Dosage (Gallons Per Hour @ 30% NaOH) 0.48 Gal/Hr										
16	19741.6	24.2	168041527	1361229	24001121	28511123											
17	19765.5	23.9	169390489	1348962	24033441	28549141	Total Gallons Sulfuric Acid : 270.5 Gal										
18	19789.2	23.7	170726663	1336174	24066060	28587450	Dose (Gallons Per Hour @ 93% H2SO4) 0.33 Gal/Hr										
19	19814.1	24.9	172130051	1403388	24098485	28629729											
20	19837.2	23.1	173432394	1302343	24130928	28667336	Total Backwashed	968,132 Gal						Total Run Hours	726.7Hours		
21	19861.3	24.1	174793423	1361029	24163428	28708487											
22	19885	23.7	176129059	1335636	24192472	28746619	Total Water Pumped	41,004,534 Gal						Total Backwash Waste	1,179,523 Gal		
23	19896.9	11.9	176798144	669085	24206956	28769521											
24	19920.2	23.3	178118342	1320198	24239586	28806855	Reporting Limits/Units		Maximum Contaminant Levels (MCLs)								
25	19943.8	23.6	179455474	1337132	24272313	28847261	Iron = 0.100 mg/L		Iron (Fe) = 0.300 mg/L (Secondary)								
26	19967.9	24.1	180820345	1364871	24305027	28889449	Manganese = 0.010 mg/L		Manganese (Mn) = 0.050 mg/L (Secondary)								
27	19991.9	24	182175810	1355465	24337598	28930948	Arsenic = 1.0 µg/L		Arsenic (As) = 10 µg/L (Primary)								
28	20015.9	24	183535927	1360117	24366729	28972532											
29	20039.4	23.5	184868673	1332746	24395765	29012758											
30	20063.9	24.5	186255688	1387015	24428308	29053621	Prepared By: Steve Shaw		Date: 8/3/2021								
31	20088	24.1	187618341	1362653	24460998	29095321											
Total		726.7		41,004,534	968,132	1,179,523											



August 3, 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 July 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". The signature is stylized and fluid.

STEVE SHAW
WATER TREATMENT SUPERVISOR

ELK GROVE WATER DISTRICT AREA 2

DISTRIBUTION SYSTEM

MONTHLY FLUORIDATION MONITORING REPORT

July-21

Week	Location of Sample	Monitoring Results (mg/L)			
		Date	Time	Results	
1	Hollow Springs	7/6/2021	10:35 AM	0.64	
1	Al Gates Park	7/6/2021	11:14 AM	0.7	
1	Oreo Ranch	7/6/2021	11:33 AM	0.69	
1	Blackman	7/6/2021	12:50 PM	0.59	
2	Hollow Springs	7/13/2021	10:19 AM	0.52	
2	Al Gates Park	7/13/2021	10:43 AM	0.48	
2	Oreo Ranch	7/13/2021	11:01 AM	0.45	
2	Blackman	7/13/2021	12:08 AM	0.57	
3	Hollow Springs	7/20/2021	10:33 AM	0.65	
3	Al Gates Park	7/20/2021	10:52 AM	0.41	
3	Oreo Ranch	7/20/2021	11:18 AM	0.56	
3	Blackman	7/20/2021	12:27 PM	0.71	
4	Hollow Springs	7/27/2021	9:03 AM	0.57	
4	Al Gates Park	7/27/2021	9:23 AM	0.11	
4	Oreo Ranch	7/27/2021	9:45 AM	0.23	
4	Blackman	7/27/2021	11:10 AM	0.77	
5	Hollow Springs				
5	Al Gates Park				
5	Oreo Ranch				
5	Blackman				

Monthly fluoride split sample results:

Date: 7/6/2021

Water System Results: 0.7 mg/L

Approved Lab: 0.69 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	AH	BW	AH	AH	AH					Sect: 7.1	AH/BW		Sect: 7.2		
	Date	1/6/21	2/26/21	3/4/21	4/8/21			7/28/21						6/24/21				
	W.O. #	19344	19404	19459	19584	19664	19758	19865						19765				
Well 4D Webb	Initials	AH	AH	AH	BW	AH	BW	AH					Sect: 8.1	AH/BW		Sect: 8.2		
	Date	1/14/21	2/22/21	3/2/21	4/7/21	5/11/21	6/7/21	7/2/21						6/9/21				
	W.O. #	19345	19405	19460	19585	19665	19759	19866						19766				
Well 11D Dino	Initials	AH	AH	AH	AH	BW	BW	AH					Sect: 9.1	AH/BW		Sect: 9.2		
	Date	1/13/21	2/22/21	3/2/21	4/6/21	5/7/21	6/7/21	7/6/21						6/9/21				
	W.O. #	19346	19406	19461	19586	19666	19759	19867						19767				
Well 1D School	Initials	BW	AH	AH	AH	AH	BW	AH					Sect: 13.1	AH/BW		Sect: 13.2		
	Date	1/4/21	2/24/21	3/4/21	4/7/21	5/20/21	6/24/21	7/1/21						6/9/21				
	W.O. #	19347	19407	19462	19587	19667	19760	19868						19768				
Well 8 Williamson	Initials	BW	BW	AH	BW	BW	BW	BW					Sect: 11.1	AH/BW		Sect: 11.4		
	Date	1/1/21	2/24/21	3/2/21	4/1/21	5/5/21	6/4/21	7/2/21										
	W.O. #	19348	19408	19463	19588	19668	19762	19869										
Well 9 Polhemus	Initials	BW	BW	AH	BW	BW	BW	AH					Sect: TBD	AH/BW		Sect: TBD		
	Date	1/1/21	2/24/21	3/2/21	4/9/21	5/5/21	6/3/21	7/7/21										
	W.O. #	19349	19409	19464	19589	19669	19763	19870										
Well 13 Hampton	Initials	AH	AH	AH	AH	AH	BW	AH					Sect: TBD	AH/BW		Sect: TBD		
	Date	1/18/21	2/25/21	3/8/21	4/8/21	5/13/21	6/24/21	7/1/21						6/24/21				
	W.O. #	19350	19410	19465	19590	19670	19764	19871						19769				

☐ = Well Rehab.

37

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-	6- ^{2ND} 6-	Refer.	2021	
Clor-Tec System	Initials	Section: 4.2	AH	BW	AH	AH/BW	AH	AH	AH					Section: 4.3	AH/BW	AH						Section: 4.4	AH	
	Date		1/16/21	2/26/21	3/3/21	4/15/21	5/24/21	6/28/21	7/20/21						2/26/21	6/14/21							6/14/21	
	W.O. #		19351	19395	19452	19576	19656	19749	19875						19399	19754							19757	
Filter System	Initials	Section: 5.1	AH	AH	AH	AH	AH/BW	AH	AH/BW										Section: 5.2	AH/BW		Section: 5.3		
	Date		1/30/21	2/24/21	3/3/21	4/15/21	5/6/21	6/21/21	7/14/21												3/17/21			
	W.O. #		19352	19396	19453	19577	19657	19750	19876												19466			
Backwash System	Initials	Section: 2.1	AH	AH/BW	AH/BW	AH/BW	AH	BW	AH										Section: 2.2	AH		Section: 2.3		
	Date		1/30/21	2/25/21	3/4/21	4/15/21	5/24/21	6/28/21	7/21/21												3/16/21			
	W.O. #		19353	19397	19454	19578	19658	19751	19877												19498			
Booster Pumps	Initials	Section: 3.1	AH	AH/BW	AH/BW	AH/BW	AH/BW	AH/BW	BW										Section: TBD	AH/BW		Section: 3.2		
	Date		1/30/21	2/25/21	3/4/21	4/15/21	5/26/21	6/21/21	7/21/21												6/10/21			
	W.O. #		19354	19398	19455	19579	19659	19752	19872												19756			
LAB	Initials													Section: 1.1	AH	AH								
	Date														3/22/21	6/29/21								
	W.O. #														19499	19779								
Clear Wells	Initials																					Section: 2.4		
	Date																							
	W.O. #																							
MCC	Initials																					Section: 1.2		
	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 MO.	6-2ND MO.	6-	Refer.	2021			
Chemical Systems	Initials	Section: TBD	AH	AH	AH	AH	AH	AH	AH																		
	Date		1/18/21	2/25/21	3/4/21	4/8/21	5/11/21	6/23/21	7/1/21																		
	W.O. #		19355	19411	19456	19573	19653	19746	19878																		
Filter System	Initials	Section: TBD	AH	AH	AH	AH	AH	AH																			
	Date		1/18/21	2/25/21	3/4/21	4/8/21	5/11/21	6/23/21	7/1/21																		
	W.O. #		19356	19412	19457	19574	19654	19747	19873																		
Backwash System	Initials	Section: TBD	AH	AH	AH	AH	AH	AH																			
	Date		1/18/21	2/25/21	3/4/21	4/8/21	5/11/21	6/23/21	7/1/21																		
	W.O. #		19357	19413	19458	19575	19655	19748	19874																		
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
Railroad	Initials	Section: TBD	AH	AH	AH	AH	AH/BW	AH/BW	AH					Section: TBD	
	Date		1/31/21	2/26/21	3/4/21	4/19/21	5/26/20	6/29/21	7/20/21						
	W.O. #		19358	19400	19448	19580	19660	19770	19861						
Webb	Initials	Section: TBD	AH	AH	AH	AH	BW	BW	AH					Section: TBD	BW
	Date		1/30/21	2/25/21	3/2/21	4/19/21	5/7/21	6/8/21	7/14/21						7/30/21
	W.O. #		19359	19401	19449	19581	19661	19771	19862						19892
Dino	Initials	Section: TBD	AH	AH	AH	AH	AH	AH	AH/BW					Section: TBD	AH
	Date		1/31/21	2/22/21	3/2/21	4/6/21			7/12/21						7/30/21
	W.O. #		19360	19402	19450	19582	19662	19772	19863						19894
Admin.	Initials	Section: TBD	AH	AH	AH	AH	BW	AH	AH					Section: TBD	
	Date		1/31/21	2/25/21	3/4/21	4/28/21	5/27/21	6/6/21	7/31/21						
	W.O. #		19361	19403	19451	19583	19663	19773	19864						
			= Load Test												

Elk Grove Water District
Cross Connection Control Program 2021

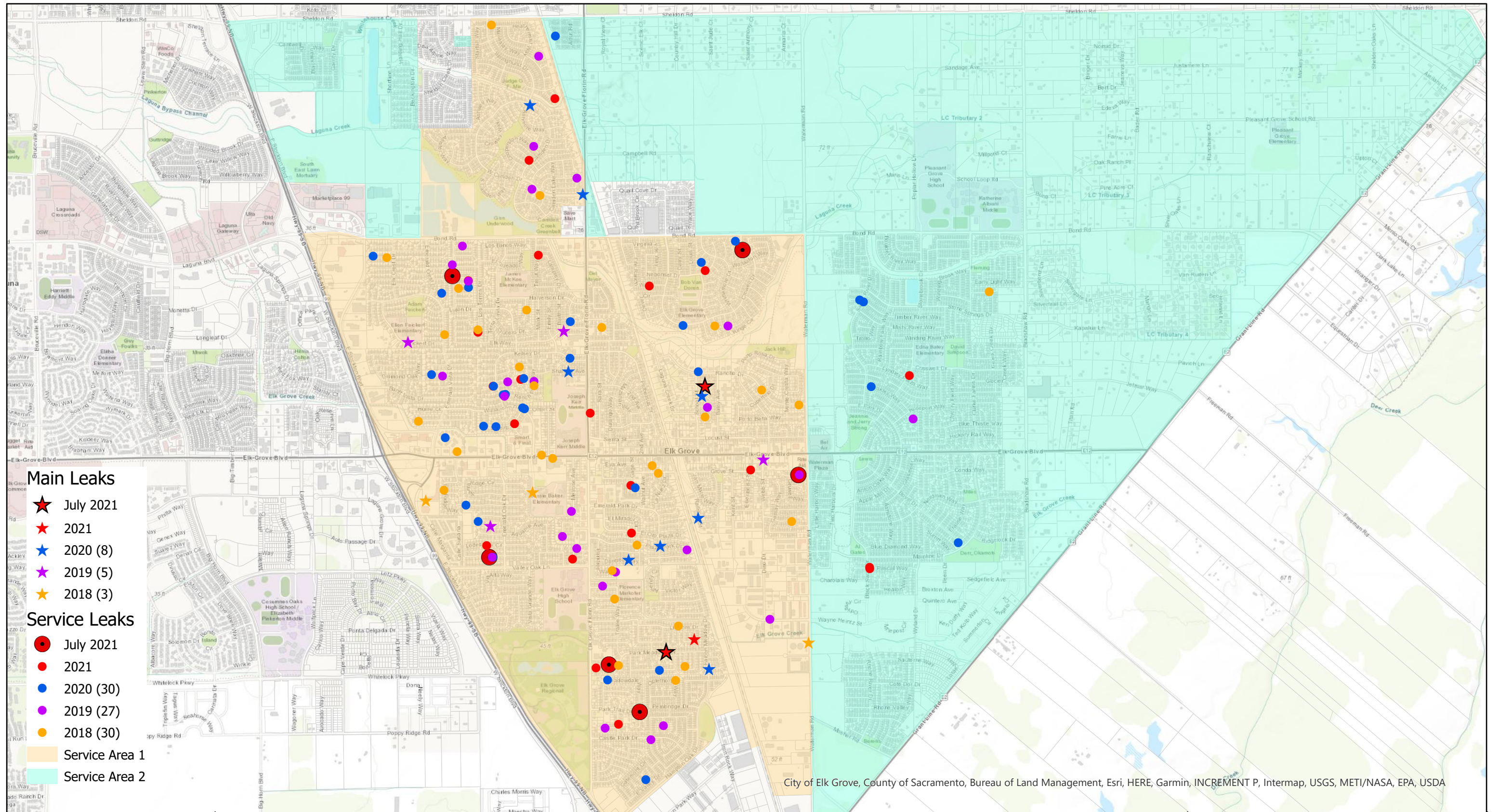
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Totals
First Test Notices Issued	47	40	83	21	61	72	150						474
Passed First Test Notice	25	14	69	12	26	29	97						272
Initial Balance	22	26	14	9	35	43	53						202
Notices Retracted	0	0	0	1	1	0	3						5
New Balance	22	26	14	8	34	43	50						197
Second Test Notices Issued	22	26	14	8	34	43	50						197
Passed Second Test Notice	3	12	7	0	5	25	14						66
Third Test Notice Issued	19	14	7	8	29	18	36						131
Passed Third Test Notice	17	14	7	7	29	15							89
Devices Locked Off	0	0	0	1	0	3							4
Monthly Outstanding Delinquents	0	0	0	1	0	3	36						40
								Total Outstanding Delinquents					40

June- 3 Delinquents 9734 Dino Dr. Change Ownership New Notices Sent 7-13-2021 Due 8-13-2021

July- 3 Retracted Devices 2- Were Replaced 1- Inactive

Elk Grove Water District
Safety Meetings/Training
July 2021

Date	Topic	Attendees	Hosted By
7/6/2021	Return to Work Safety	Alan Aragon, Stefan Chanh, Jaylyn Gordon-Ford, Aaron Hewitt, James Hinegardner, Sean Hinton, Brandon Kent, Justin Mello, Jose Mendoza, Michael Montiel, Chris Phillips, Steve Shaw, John Vance, Brandon Wagner, Marcell Wilson	Steve Shaw & Sean Hinton
7/19/2021	Hand Tool Safety	Alan Aragon, Stefan Chanh, David Frederick, Jaylyn Gordon-Ford, Aaron Hewitt, Sean Hinton, Brandon Kent, Justin Mello, Jose Mendoza, Sal Mendoza, Steve Shaw, John Vance, Brandon Wagner	Steve Shaw & Sean Hinton
7/22/2021	Backhoe Training Part 1	Stefan Chanh, Jaylyn Gordon-Ford, James Hinegardner, Brandon Kent, Justin Mello, Michael Montiel, Marcell Wilson	Safety Center
7/28/2021	COVID-19 Update	Alan Aragon, Aurelia Camilo, Stefan Chanh, Travis Franklin, Jaylyn Gordon-Ford, David Frederick, Aaron Hewitt, James Hinegardner, Sean Hinton, Bruce Kamilos, Brandon Kent, Patrick Lee, Denise Maxwell, Justin Mello, Jose Mendoza, Sal Mendoza, Michael Montiel, Donella Murillo, Daphne Murra-Davis, Chris Phillips, Stefani Phillips, Steve Shaw, John Vance, Matthew Vargas, Ben Voelz, Brandon Wagner, Tonia Williams, Marcell Wilson	Bruce Kamilos



Main Leaks

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

Service Leaks

- July 2021
- 2021
- 2020 (30)
- 2019 (27)
- 2018 (30)

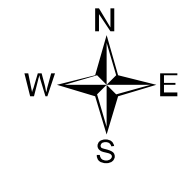
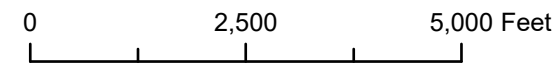
- Service Area 1
- Service Area 2

City of Elk Grove, County of Sacramento, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, Intermap, USGS, METI/NASA, EPA, USDA

July 2021	
Main Line Leaks: 2	YTD: 3
Service Line Leaks: 6	YTD: 27
Total Leaks: 8	YTD: 30

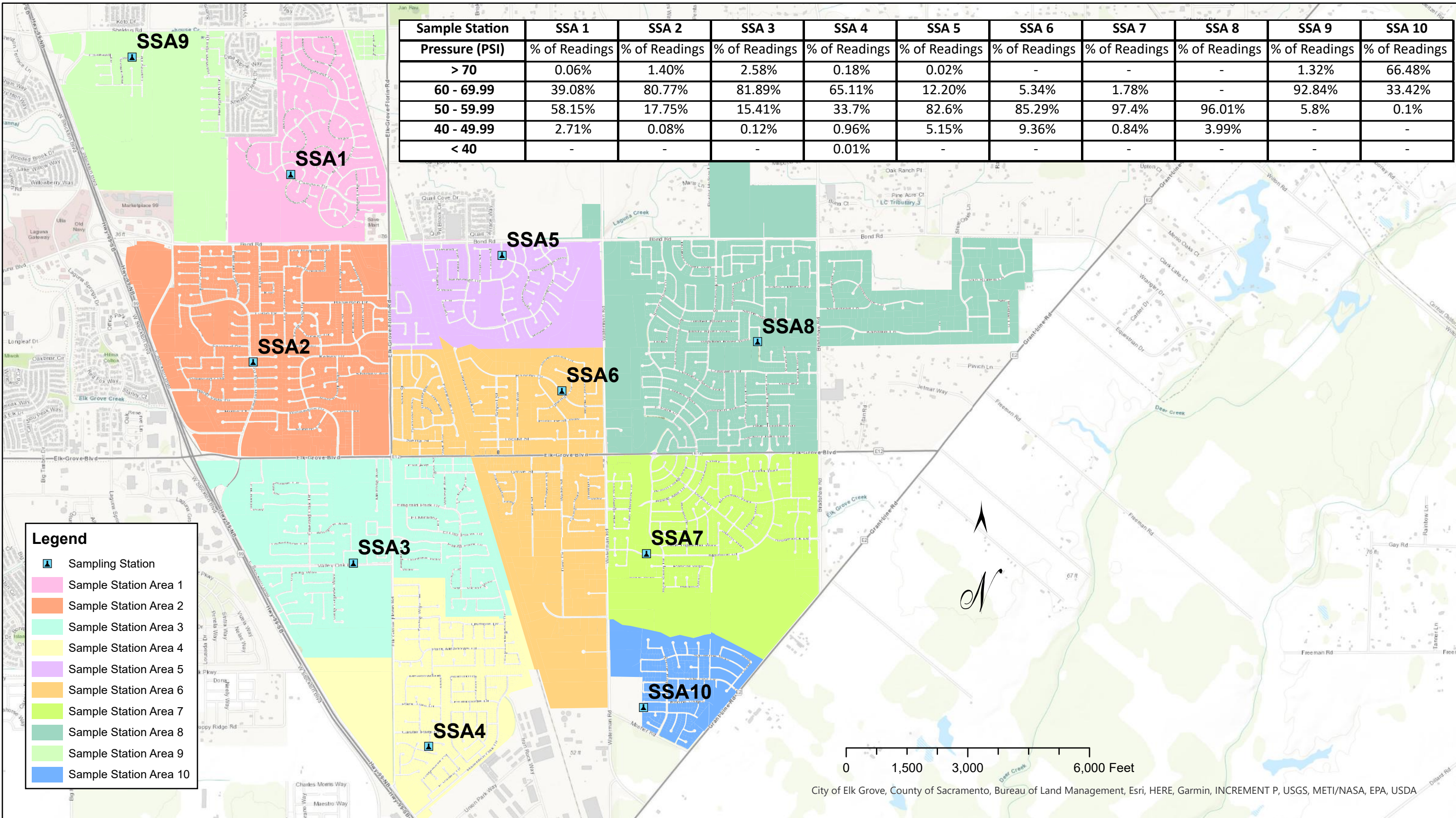


Elk Grove Water District Main and Service Line Leaks Map



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

Sample Station	SSA 1	SSA 2	SSA 3	SSA 4	SSA 5	SSA 6	SSA 7	SSA 8	SSA 9	SSA 10
Pressure (PSI)	% of Readings	% of Readings	% of Readings	% of Readings	% of Readings	% of Readings	% of Readings	% of Readings	% of Readings	% of Readings
> 70	0.06%	1.40%	2.58%	0.18%	0.02%	-	-	-	1.32%	66.48%
60 - 69.99	39.08%	80.77%	81.89%	65.11%	12.20%	5.34%	1.78%	-	92.84%	33.42%
50 - 59.99	58.15%	17.75%	15.41%	33.7%	82.6%	85.29%	97.4%	96.01%	5.8%	0.1%
40 - 49.99	2.71%	0.08%	0.12%	0.96%	5.15%	9.36%	0.84%	3.99%	-	-
< 40	-	-	-	0.01%	-	-	-	-	-	-



Legend

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

0 1,500 3,000 6,000 Feet
 City of Elk Grove, County of Sacramento, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA

Sample Stations: 10



Elk Grove Water District

Sample Station Areas

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