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

# **Agenda**

# Tuesday, September 15, 2020

#### 6:30 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/85280252677 | Meeting ID: 852 8025 2677     |
|---|-------------------------------|
| Dial by your location                               | -                             |
| +1 669 900 6833 US (San Jose)                       | +1 346 248 7799 US (Houston)  |
| +1 312 626 6799 US (Chicago)                        | +1 929 205 6099 US (New York) |
| +1 253 215 8782 US                                  | +1 301 715 8592 US            |

C. <u>Please press Star+9 (\*9) to raise your hand for Public Comment</u> – 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

#### 1. Proclamations and Announcements

**Associate Director Comment** 

**Public Comment** 

- 2. Consent Calendar (Stefani Phillips, Board Secretary and Patrick Lee, Treasurer)
  - a. Minutes of Regular Board Meeting of August 18, 2020
  - b. Warrants Paid August, 2020
  - c. Board and Employee Expense/Reimbursements August, 2020
  - d. Active Accounts August, 2020
  - e. Bond Covenant Status for FY 2020-21 August, 2020

- f. Revenues and Expenses Actual vs Budget FY 2020-21 August, 2020
- g. Cash Accounts August, 2020
- h. Consultants Expenses August, 2020
- i. Major Capital Improvement Projects August, 2020

Associate Director Comment

Public Comment

Recommended Action: **Approve Florin Resource Conservation District Consent** 

Calendar items a - i.

3. Elk Grove Water District Operations Report – August 2020

(Mark J. Madison, General Manager)

Associate Director Comment

**Public Comment** 

4. Vacuum Excavator Purchase (Bruce Kamilos, Assistant General Manager)

Associate Director Comment

Public Comment

Recommended Action: Authorize the General Manager to execute a purchase

> order in the amount of \$90,800.60, including tax and license, with RDO Equipment Co. to purchase a vacuum

excavator.

5. Sacramento Central Groundwater Authority Fiscal Year 2020-21 Contribution

(Mark J. Madison, General Manager)

Associate Director Comment

**Public Comment** 

Recommended Action: Authorize the General Manager to pay the Fiscal Year

2020-21 contribution, in the amount of \$73,464, to the

Sacramento Central Groundwater Authority.

6. Amend and Replace Public Works Construction Contracts Policy and Approve

**Delivery Method for Administration Building Project** 

(Bruce Kamilos, Assistant General Manager)

Associate Director Comment

**Public Comment** 

Recommended Action: 1. Adopt Resolution No. 09.15.20.01, amending and replacing the Public Works Construction

**Contracts Policy; and** 

2. Approve the design-assist/build delivery method Tenant Improvements, **District** the

Administration Building project.

#### 7. Outside Agency Meetings Report (Mark J. Madison, General Manager)

**Associate Director Comment** 

**Public Comment** 

# 8. Legislative Update and Potential Direction to Staff (Travis Franklin, Program Manager)

**Associate Director Comment** 

**Public Comment** 

# 9. Directors Comments

## 10. Closed Session

a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: APN# 127-0170-005-0000 Agency negotiator: Mark Madison Negotiation parties: Tom Bacon

Under negotiation: Price and terms of payment

b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: APN# 134-0110-123-0000 Agency negotiator: Robert L. Planesi Negotiating parties: Nicholas Maloof

Under negotiation: Price and terms of payment

Adjourn to Regular Meeting – October 20, 2020

TO: Chair and Directors of the Florin Resource Conservation District

FROM: Stefani Phillips, Board Secretary and Patrick Lee, Treasurer

SUBJECT: CONSENT CALENDAR

## **RECOMMENDATION**

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

## **SUMMARY**

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

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

# **DISCUSSION**

#### Background

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

#### Present Situation

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

#### **ENVIRONMENTAL CONSIDERATIONS**

There are no direct environmental considerations associated with this report.

# STRATEGIC PLAN CONFORMITY

The monthly Consent Calendar report provides transparency and conforms with Strategic 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,

**BOARD SECRETARY** 

And

PATRICK LEE **TREASURER** 

Attachments

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

# Tuesday, August 18, 2020

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

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

Directors Present: Tom Nelson, Bob Gray, Elliot Mulberg

Directors Absent: Lisa Medina, Sophia Scherman

Staff Present: Mark Madison, General Manager; Patrick Lee, Finance Manager/Treasurer; Stefani Phillips, Board Secretary; Donella Murillo,

Finance Supervisor; Travis Franklin, Program Manager; Amber Kavert,

Administrative Assistant II (Confidential)

Staff Absent: Bruce Kamilos, Assistant General Manager

Associate Directors Present: Paul Lindsay

Associate Directors Absent: None

General Counsel Present: Ren Nosky, JRG Attorneys at Law

Consultant Present: Dane Wadle, California Special Districts Association

# **Public Comment**

Nothing to report.

#### 1. Proclamations and Announcements

General Manager Mark Madison explained that the Florin Resource Conservation District (District) received the District Transparency Certificate of Excellence award from the Special District Leadership Foundation. Mr. Madison introduced Dane Wadle, California Special Districts Association (CSDA) who explained the award by providing background on the program and the three (3) requirements needed to receive the award.

Board Secretary Stefani Phillips thanked Finance Manager Patrick Lee for doing all the footwork to achieve the award.

Ms. Phillips announced there will be no need for an election this year, saving the District \$250,000.

#### 2. Consent Calendar

- a. Minutes of Regular Board Meeting of July 21, 2020
- b. Warrants Paid July, 2020
- c. Board and Employee Expense/Reimbursements July, 2020
- d. Active Accounts July, 2020
- e. Bond Covenant Status for FY 2020-21 July, 2020
- f. Revenues and Expenses Actual vs Budget FY 2020-21 July, 2020
- g. Cash Accounts July, 2020
- h. Consultants Expenses July, 2020
- i. Major Capital Improvement Projects July, 2020
- j. Conflict of Interest Code 2020

Chair Tom Nelson pulled item j.

MSC (Mulberg/Gray) to approve Florin Resource Conservation District Consent Calendar items a-i. 3/0: Ayes: Gray, Mulberg, and Nelson.

Chair Nelson asked if any District Board of Directors (Board) had questions about consent calendar item i, the Conflict of Interest Code.

The Board had no questions about the Conflict of Interest Code, as there were no changes from the 2018 Conflict of Interest Code.

Vice-chair Bob Gray asked that future items that require a resolution be its own agenda item, to which the Board agreed.

MSC (Nelson/Mulberg) to adopt Resolution No. 08.18.20.01, adopting 2020 Conflict of Interest Code pursuant to the Political Reform Act of 1974, Consent Calendar item j. 3/0: Ayes: Gray, Mulberg, and Nelson.

# 3. Elk Grove Water District Operations Report – July 2020

Mr. Madison presented an overview of the Elk Grove Water District (EGWD) Operations Report for July 2020.

Mr. Madison went over the major main line leak that occurred in the month of July. He gave recognition to all the employees who worked on fixing the leak. The Board mentioned they would like to give further recognition to the crew that worked on fixing the leak.

## 4. Coronavirus (COVID-19) Operation Impacts and Plans

Mr. Madison presented the item to the Board.

There was a discussion regarding lost revenue due to COVID-19.

## 5. California Special Districts Association Legislative Committee Nomination

Ms. Phillips presented the item to the Board and explained that Director Elliot Mulberg wanted to be nominated for the position.

Chair Nelson and Mr. Madison spoke highly about Director Mulberg and mentioned he is perfect for the role as a CSDA Legislative Committee member. Vice-Chair Gray and Associate Board Member Paul Lindsay also spoke in favor of Director Mulberg being a CSDA Legislative Committee member.

MSC (Mulberg/Gray) to nominate Director Elliot Mulberg to the California Special Districts Association Legislative Committee. 3/0: Ayes: Gray, Mulberg, and Nelson.

# 6. Outside Agency Meetings Report

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

# 7. Legislative Update

Program Manager Travis Franklin provided a legislative update to the Board.

The Board requested language be added to the recommendation for future Board meetings to allow the Board to take action on legislative matters when necessary.

#### 8. Directors Comments

Nothing to report.

Adjourn to Regular Board Meeting on September 15, 2020.

Respectfully submitted,

Stefani Zhillips

Stefani Phillips, Board Secretary

AK/SP

# **Check History Report**

#### 8/1/2020 to 8/31/2020 Elk Grove Water District

| Check<br>Number | Check<br>Date | Vendor<br>Number | Name                        | Check     | Explanation  |
|-----------------|---------------|------------------|-----------------------------|-----------|--|
| 051448          | 8/13/2020     | AMAZON           | AMAZON CAPITAL SERVICES     | 151.47    |  |
| 051449          | 8/13/2020     | BAKERMA          | BAKER MANOCK & JENSEN       | 655.50    | Legal - July 2020  |
| 051450          | 8/13/2020     | BAY ALA          | BAY ALARM COMPANY           | 1.197.62  | Security - Wellsite's, MOC & Well Sites                        |
| 051451          | 8/13/2020     | BEN RES          | BENEFIT RESOURCE, INC       | 100.00    | ,  |
| 051452          | 8/13/2020     | <b>BG SOLU</b>   | SOLUTIONS BY BG INC.        | 9,243.94  | Daily Tasks/Help Tickets                                       |
| 051453          | 8/13/2020     | BRENNTA          | BRENNTAG PACIFIC, INC       | 1,498.30  | Supplies - Treatment   |
| 051454          | 8/13/2020     | BSK4             | BSK ASSOCIATES              | 2,733.13  | Sampling - Treatment   |
| 051455          | 8/13/2020     | CDW              | CDW GOVERNMENT              | 13,767.64 | Server Software - OPS/ADMIN                                    |
| 051456          | 8/13/2020     | CHECK P          | CHECK PROCESSORS, INC       | 330.10    | Contracted Services - ACH Processing                           |
| 051457          | 8/13/2020     | CINTAS2          | CINTAS                      | 375.28    |  |
| 051458          | 8/13/2020     | CONSOLI          | CONSOLIDATED COMMUNICATIONS | 1,263.36  | Ethernet Service/Phones-MOC/ADMIN                              |
| 051459          | 8/13/2020     | COUNTY4          | SACRAMENTO COUNTY UTILITIES | 584.00    |  |
| 051460          | 8/13/2020     | COVER A          | COVERALL NORTH AMERICA, INC | 2,365.00  | Cleaning Services - MOC/ADMIN                                  |
| 051461          | 8/13/2020     | CRF LEN          | LENNAR HOMES CA, INC        | 18.34     | Account Closed - Customer Refund                               |
| 051462          | 8/13/2020     | CRF TAY          | TAYLOR MORRISON             | 125.94    | Account Closed - Customer Refund                               |
| 051463          | 8/13/2020     | CRFLIN           | LINDA NORMAN                | 105.00    | Account Closed - Customer Refund                               |
| 051464          | 8/13/2020     | CRFOPEN          | OPENDOOR LABS, INC          | 69.19     | Account Closed - Customer Refund                               |
| 051465          | 8/13/2020     | CRFPHT           | PHUONG NAM TRAN             | 278.23    | Account Closed - Customer Refund                               |
| 051466          | 8/13/2020     | CRREA            | ROBERT ERIC ANDERSON        | 62.21     | Account Closed - Customer Refund                               |
| 051467          | 8/13/2020     | CS BK            | CARD SERVICES               | 185.86    | Form MCS Application, Meals                                    |
| 051468          | 8/13/2020     | CS DM            | CARD SERVICES               | 54.35     | Contracted Services  |
| 051469          | 8/13/2020     | CS SP            | CARD SERVICES               | 74.95     | Contracted Services  |
| 051470          | 8/13/2020     | CS SS            | CARD SERVICES               | 255.00    | Cross Connection Training - Treatment                          |
| 051471          | 8/13/2020     | CSPL             | CARD SERVICES               | 345.00    | Budget Award Application - GFOA                                |
| 051472          | 8/13/2020     | DATAPRO          | DATAPROSE LLC               | 484.88    | Advertisement - New Customer Service Portal                    |
| 051473          | 8/13/2020     | DATAPRO          | DATAPROSE LLC               | 5,929.19  | Monthly Billing - July 2020                                    |
| 051474          | 8/13/2020     | FASTENA          | FASTENAL COMPANY            | 107.64    |  |
| 051475          | 8/13/2020     | FLEET            | FLEETWASH                   | 306.18    |  |
| 051476          | 8/13/2020     | INT STA          | INTERSTATE OIL COMPANY      | 370.14    | Fuel   |
| 051477          | 8/13/2020     | JAYS             | JAY'S TRUCKING SERVICE      | 304.08    |  |
| 051478          | 8/13/2020     | JRG              | JRG ATTORNEYS, LLP          | 2,889.00  | Legal - July 2020  |
| 051479          | 8/13/2020     | KINETIC          | KINETICO WATER SYSTEMS      | 200.00    | Repairs & Maintenance - On Water Softener to Clor-Tec at RRWTF |
| 051480          | 8/13/2020     | LAKE V           | LAKE VUE ELECTRIC, INC      | 142.50    |  |
| 051481          | 8/13/2020     | MURPHY           | MURPHY AUSTIN ADAMS         | 5,082.00  | Legal - July 2020  |
| 051482          | 8/13/2020     | NTS              | NTS MIKEDON. LLC            | 125.00    |  |
| 051483          | 8/13/2020     | REPUBLI          | REPUBLIC SERVICES #922      | 1,639.75  |  |
| 051484          | 8/13/2020     | RGS              | REGIONAL GOVERNMENT         | 500.00    | EGWD Board Policies  |
| 051485          | 8/13/2020     | SHRED C          | SHRED CITY                  | 430.92    | Document Shredding   |
| 051486          | 8/13/2020     | SIERR C          | SIERRA CHEMICAL COMPANY     | 2,166.30  | Supplies - Treatment   |
| 051487          | 8/13/2020     | SIERRA           | SIERRA OFFICE SUPPLIES      | 82.29     |  |
| 051488          | 8/13/2020     | SMUD             | SMUD                        | 6,558.86  |  |
| 051489          | 8/13/2020     | SMUD             | SMUD                        | 3,509.76  |  |
| 051490          | 8/13/2020     | SMUD             | SMUD                        | 1,805.00  |  |
| 051491          | 8/13/2020     | SMUD             | SMUD                        | 23,557.02 |  |

| 051492 | 8/13/2020 | SMUD           | SMUD                           | 7,301.46          |   |
|--------|-----------|----------------|--------------------------------|-------------------|---|
| 051493 | 8/13/2020 | SMUD           | SMUD                           | 44.02             |   |
| 051494 | 8/13/2020 | SMUD           | SMUD                           | 554.01            |   |
| 051495 | 8/13/2020 | SMUD           | SMUD                           | 1,911.24          |   |
| 051496 | 8/13/2020 | SMUD           | SMUD                           | 3,484.97          |   |
| 051497 | 8/13/2020 | SOFTWAR        | SOFTWAREONE, INC               | 1,440.00          | On-line Filtering Service - Prevent Drive by Malware      |
| 051498 | 8/13/2020 | SOUTHWE        | SOUTHWEST ANSWERING SERVICE,   | 528.58            | After Hours Answering Service                             |
| 051499 | 8/13/2020 | STEW WE        | STEWART WELL LOGGING SERVICE   | 775.00            | Well 11D Video  |
| 051500 | 8/13/2020 | SUMMIT         | AIR WORKS INC                  | 224.00            |   |
| 051501 | 8/13/2020 | UNITED         | UNITED SITE SERVICES           | 857.31            |   |
| 051502 | 8/13/2020 | VERIZON        | VERIZON WIRELESS               | 500.19            |   |
| 051502 | 8/19/2020 | ACWAJPI        | CB&T/ ACWA-JPIA                | 66,119.70         | Medical Benefits - August 2020                            |
| 051504 | 8/19/2020 | ACWAJI         | CB&T/ ACWA-JPIA                | 66,119.70         | Medical Benefits - September 2020                         |
| 051504 | 8/19/2020 | AFLAC          | AFLAC                          | 1,757.12          | Medical Belletits - September 2020                        |
| 051505 | 8/19/2020 | ALAN AR        | ALAN ARAGON                    | 52.62             | Meal Reimbursement  |
|        |           |                |                                | 86.18             | wear Reimbursement  |
| 051507 | 8/19/2020 | AMAZON         | AMAZON CAPITAL SERVICES        |                   |   |
| 051508 | 8/19/2020 | BATTER         | BATTERIES PLUS                 | 45.09<br>1.451.07 | Matariala 9 Complian I Hilita Como                        |
| 051509 | 8/19/2020 | CAP RUB        | CAPITAL RUBBER & GASKET        | 1,451.07          | Materials & Supplies - Utility Crew                       |
| 051510 | 8/19/2020 | CINTAS2        | CINTAS                         | 186.49            |   |
| 051511 | 8/19/2020 | CLARK C        | CLARK-CADMAN, INC              | 260.00            |   |
| 051512 | 8/19/2020 | COUNTY         | COUNTY OF SACRAMENTO           | 113.70            |   |
| 051513 | 8/19/2020 | COUNTY5        | COUNTY OF SACRAMENTO DEPT.     | 2,686.39          | WEBGIS VPN & WEBGIS Support                               |
|        |           |                | OF TECHNOLOGY                  |                   |   |
| 051514 | 8/19/2020 | CS AA          | CARD SERVICES                  | 774.18            | Materials & Supplies - Utility Crew                       |
| 051515 | 8/19/2020 | CS MJM         | CARD SERVICES                  | 0.52              | Finance Charges   |
| 051516 | 8/19/2020 | DATAPRO        | DATAPROSE LLC                  | 969.61            | Billing Insert - Flexible Payment Options                 |
| 051517 | 8/19/2020 | DITCH 3        | DITCH WITCH WEST               | 1,797.77          | Repairs & Maintenance - Vactor                            |
| 051518 | 8/19/2020 | ELITE A        | ELITE AUDIO & TINT INC         | 689.62            | Backup Camera - Truck #402                                |
| 051519 | 8/19/2020 | ELK LOC        | ELK GROVE LOCK AND SAFE CO     | 32.27             |   |
| 051520 | 8/19/2020 | FASTENA        | FASTENAL COMPANY               | 106.62            |   |
| 051521 | 8/19/2020 | ICONIX         | ICONIX WATERWORKS (US) INC.    | 15,580.66         | (2) Invoices - Materials & Supplies - CIP 36" Main Repair |
| 051522 | 8/19/2020 | JAYS           | JAY'S TRUCKING SERVICE         | 1,572.55          | (2) Invoices - Materials & Supplies - CIP 36" Main Repair |
| 051523 | 8/19/2020 | <b>JMENDOZ</b> | JOSE MENDOZA                   | 280.14            | Boot Reimbursement  |
| 051524 | 8/19/2020 | KAISER2        | THE PERMANENTE MEDICAL         | 230.00            |   |
| 051525 | 8/19/2020 | NOR CAL        | NOR - CAL EQUIPMENT RENTALS    | 1,834.14          | Vactor Rental - CIP 36" Main Repair                       |
| 051526 | 8/19/2020 | NTS            | NTS MIKEDON. LLC               | 1,096.00          | (4) Invoices - Rental Equipment - CIP 36" Main Repair     |
| 051527 | 8/19/2020 | OUELLET        | DONELLA MURILLO                | 59.60             | Supplies Reimbursement                                    |
| 051528 | 8/19/2020 | PATLEE         | PATRICK LEE                    | 101.90            | Supplies Reimbursement                                    |
| 051529 | 8/19/2020 | PEST           | PEST CONTROL CENTER INC        | 80.00             |   |
| 051530 | 8/19/2020 | PG&E           | PACIFIC GAS & ELECTRIC         | 8.65              |   |
| 051531 | 8/19/2020 | PLACER         | RIVER CITY RENTALS             | 285.00            |   |
| 051532 | 8/19/2020 | PURCH          | PURCHASE POWER                 | 606.13            | Postage - ADMIN   |
| 051533 | 8/19/2020 | RADIAL         | RADIAL TIRE OF ELK GROVE       | 7.68              | . 33mgs 7.2   |
| 051534 | 8/19/2020 | ROOCO          | ROOCO RENTS                    | 1,851.65          | Materials & Supplies - Utility Crew                       |
| 051535 | 8/19/2020 | SAC 5          | SACRAMENTO COUNTY              | 20.00             | Lien Release  |
| 051536 | 8/19/2020 | SAC 5          | SACRAMENTO COUNTY              | 20.00             | Lien Release  |
| 051537 | 8/19/2020 | SAC 5          | SACRAMENTO COUNTY              | 20.00             | Lien Release  |
| 051538 | 8/19/2020 | SAC 5          | SACRAMENTO COUNTY              | 20.00             | Lien Release  |
| 051539 | 8/19/2020 | SAC 5          | SACRAMENTO COUNTY              | 20.00             | Lien Release  |
| 051539 | 8/19/2020 | STEFANI        | STEFANI PHILLIPS               | 30.71             | Supplies Reimbursement                                    |
| 051540 | 8/19/2020 | SWRCB2         | SWRCB-DWOCP                    | 160.00            | Certification Renewal - T2 Marcell Wilson                 |
| 051541 | 8/19/2020 | US BANK        | U.S. BANCORP EQUIPMENT FIN INC | 659.00            | ADMIN - Copier  |
| 001042 | 0/13/2020 | OO DAINK       | U.U. DANCONE EQUIPMENT FIN INC | 033.00            | ADMIN - Copiei  |
|        |           |                |                                |                   |   |

| 051543 | 8/26/2020 | AMAZON       | AMAZON CAPITAL SERVICES       | 831.82   | Motoriolo & Cumplino ODC/ADMINI                                 |
|--------|-----------|--------------|-------------------------------|----------|---|
| 051543 | 8/26/2020 | AWWA2        | Califonia Nevada Section-AWWA | 120.00   | Materials & Supplies - OPS/ADMIN  Membership Dues - Sean Hinton |
| 051544 | 8/26/2020 | BAY ALA      | BAY ALARM COMPANY             | 542.82   | •   |
|        |           |              |                               |          | Security - ADMIN  |
| 051546 | 8/26/2020 | BG SOLU      | SOLUTIONS BY BG INC.          | 9,240.00 | Daily Tasks/Help Tickets  |
| 051547 | 8/26/2020 | CAP RUB      | CAPITAL RUBBER & GASKET       | 543.21   | Materials & Supplies - Utility Crew                             |
| 051548 | 8/26/2020 | CINTAS2      | CINTAS                        | 187.64   | Account Olerand, Overtainin Defend                              |
| 051549 | 8/26/2020 | CR FIRA      | FIRST AMERICAN TITLE          | 56.04    | Account Closed - Customer Refund                                |
| 051550 | 8/26/2020 | CRF CFA      | CHICK FIL A INC.              | 668.11   | Account Closed - Customer Refund                                |
| 051551 | 8/26/2020 | CRF DR       | DANA RIVERA                   | 44.91    | Account Closed - Customer Refund                                |
| 051552 | 8/26/2020 | CRF KNE      | KATHY NOLAN                   | 1.78     | Account Closed - Customer Refund                                |
| 051552 | 8/26/2020 | CRF KNE      | KATHY NOLAN                   | 1.78-    | Account Closed - Customer Refund                                |
| 051553 | 8/26/2020 | CRF LEN      | LENNAR HOMES CA, INC          | 4,267.50 | Account Closed - Customer Refund                                |
| 051554 | 8/26/2020 | CRF MG       | MICHELE R. GEORGE             | 22.35    | Account Closed - Customer Refund                                |
| 051555 | 8/26/2020 | CRF MME      | MARY MENDES                   | 10.48    | Account Closed - Customer Refund                                |
| 051556 | 8/26/2020 | CRF OR1      | ORANGE COAST TITLE            | 14.31    | Account Closed - Customer Refund                                |
| 051557 | 8/26/2020 | CRF PMO      | PATRICIA MOORE                | 4.68     | Account Closed - Customer Refund                                |
| 051558 | 8/26/2020 | CRF PN       | PHUONG NGUYEN                 | 317.92   | Account Closed - Customer Refund                                |
| 051559 | 8/26/2020 | CRF R R      | REALTY ROUNDUP                | 78.43    | Account Closed - Customer Refund                                |
| 051560 | 8/26/2020 | CRF TAY      | TAYLOR MORRISON               | 41.36    | Account Closed - Customer Refund                                |
| 051561 | 8/26/2020 | CRF TAY      | TAYLOR MORRISON               | 40.98    | Account Closed - Customer Refund                                |
| 051562 | 8/26/2020 | EG FORD      | ELK GROVE FORD                | 106.44   |   |
| 051563 | 8/26/2020 | EVO          | EMERGENCY VEHICLE OUTFITTERS  | 2,951.62 | Emergency Lights for Truck #502                                 |
| 051564 | 8/26/2020 | GOLDEN       | GOLDEN STATE FLOW             | 1,939.50 | 3" C2 Chamber Meter   |
| 051565 | 8/26/2020 | KEVIN Y      | KEVIN YOUNG CONCRETE          | 1,850.00 | Materials & Supplies - Distribution Crew                        |
| 051566 | 8/26/2020 | LCW          | LIEBERT CASSIDY WHITMORE      | 2,175.00 | Legal - July 2020   |
| 051567 | 8/26/2020 | NTS          | NTS MIKEDON. LLC              | 362.86   |   |
| 051568 | 8/26/2020 | PACE         | PACE SUPPLY CORP              | 9,485.26 | (4) Invoices - Materials & Supplies - Distribution Crew         |
| 051569 | 8/26/2020 | ROOCO        | ROOCO RENTS                   | 1,168.77 | Materials & Supplies - Utility Crew                             |
| 051570 | 8/26/2020 | SIERRA       | SIERRA OFFICE SUPPLIES        | 178.59   | ,,  |
| 051571 | 8/26/2020 | SWRCB2       | SWRCB-DWOCP                   | 60.00    | Certification Renewal - T2 Sean Hinton                          |
| 051572 | 8/26/2020 | SWRCB2       | SWRCB-DWOCP                   | 60.00    | Certification Renewal - D2 Vue Xiong                            |
| 051573 | 8/26/2020 | TEICH A      | TEICHERT AGGREGATES           | 1,142.25 | Construction Permit Refund                                      |
| 051574 | 8/26/2020 | UNDER        | UNDERGROUND SERVICE ALERT     | 2,221.34 | California State Fee for Regulatory Costs                       |
| 051575 | 8/27/2020 | CRF KNE      | KATHY NELSON                  | 1.78     | Account Closed - Customer Refund                                |
|        |           | <del>-</del> |                               |          |   |

Total:

318,179.13

# FLORIN RESOURCE CONSERVATION DISTRICT/ELK GROVE WATER DISTRICT BOARD AND EMPLOYEE MONTHLY EXPENSE/REIMBURSEMENTS

# As of 8/31/2020

| INDIVIDUAL   | DESCRIPTION               | AMOUNT PAID |
|--------------|---------------------------|-------------|
| Sean Hinton  | AWWA Membership Dues      | \$120.00    |
| Patrick Lee  | Facial Coverings          | \$101.90    |
| Jose Mendoza | Boot Reimbursement        | \$280.14    |
| Steve Shaw   | Cross Connection Training | \$255.00    |
| _            |                           | \$757.04    |

# Elk Grove Water District Active Account Information As of 8/31/2020

|                         | JULY    | AUG    | <b>SEPT</b> | OCT | NOV | DEC | JAN | FEB | MAR | <b>APR</b> | MAY | JUNE |
|-------------------------|---------|--------|-------------|-----|-----|-----|-----|-----|-----|------------|-----|------|
| Water Accounts: Metered | <u></u> |        |             |     |     |     |     |     |     |            |     |      |
| Residential             | 12,161  | 12,163 |             |     |     |     |     |     |     |            |     |      |
| Commercial              | 363     | 363    |             |     |     |     |     |     |     |            |     |      |
| Irrigation              | 178     | 178    |             |     |     |     |     |     |     |            |     |      |
| Fire Service            | 180     | 180    |             |     |     |     |     |     |     |            |     |      |
| Total Accounts          | 12,882  | 12,884 | _           | -   | -   | _   | _   | _   | -   | _          | -   | -    |

Elk Grove Water District Active Account Information FY 2019/2020

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

# Elk Grove Water District Bond Covenant Status For Fiscal Year 2020-21 As of 8/31/2020 Adjusted for Prepayments

| Operating Revenues: Charges for Services | \$<br>3,314,835 |     |
|--|-----------------|-----|
| Operating Expenses:                      |                 |     |
| Salaries & Benefits (1)                  | 736,321         |     |
| Seminars, Conventions and Travel         | (733)           |     |
| Office & Operational                     | 138,061         |     |
| Purchased Water                          | 653,186         |     |
| Outside Services                         | 100,342         |     |
| Equipment Rent, Taxes, and Utilities     | <br>55,862      |     |
| Total Operating Expenses                 | 1,683,039       |     |
| Net Operating Income                     | \$<br>1,631,797 | į   |
| Annual Interest & Principal Payments     |                 |     |
| \$3,855,469                              | \$<br>642,578   | (2) |
| Debt Service Coverage Ratio, YTD Only:   | 2.54            |     |
| Required                                 | 1.15            |     |

#### Notes

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

# Elk Grove Water District Year to Date Revenues and Expenses Compared to Budget As of 8/31/2020

|  | General Ledger<br>Reference                              |          | YTD<br>Activity                            | Annual<br>Budget                                 | 2/12=16.67%<br>%<br>Realized               |
|--|--|----------|--|--|--|
| Revenues   | 4100 - 4900  | \$       | 3,314,835                                  | \$<br>15,424,142                                 | 21.49%                                     |
| Salaries & Benefits<br>less Capitalized Labor<br>Less CalPERS Prepayment for Remainder<br>Adjusted Salaries and Benefits:  | 5100 - 5280<br>of Year: (1)                              | \$       | 827,937<br>(15,867)<br>(75,749)<br>736,321 | \$<br>4,373,018<br>(376,961)<br>3,996,057        | 18.93%<br>4.21%<br>18.43%                  |
| Seminars, Conventions and Travel   | 5300 - 5350  |          | (733)                                      | 53,307   | -1.38%                                     |
| Office & Operational   | 5410 - 5494  |          | 138,061                                    | 1,338,578  | 10.31%                                     |
| Purchased Water est. (2)   | 5495 - 5495  |          | 653,186                                    | 3,198,404  | 20.42%                                     |
| Outside Services   | 5505 - 5580  |          | 100,342                                    | 1,283,548  | 7.82%                                      |
| Equipment Rent, Taxes, Utilities   | 5620 - 5760  |          | 55,862                                     | 464,380  | 12.03%                                     |
| Total Operational Expenses   |  | \$       | 1,683,039                                  | \$<br>10,334,274                                 | 16.29%                                     |
| Net Operating Income   |  | \$       | 1,631,797                                  | \$<br>5,089,868                                  | 32.06%                                     |
| Non-Operating Revenues Interest Received Unrealized Gains/(Losses) Other Income/Expense Total Non-Operating Revenues   | 9910 - 9910<br>9911 - 9911<br>9920 - 9973                | \$       | 15,649<br>266<br>1,022<br>16,937           | \$<br>100,000                                    | 15.65%<br>100.00%<br>0.00%<br>16.94%       |
| Non-Operating Expenses Election Costs All other Non-Operating Expenses Capital Expenses (3): Capital Improvements Capital Replacements Unforeseen Capital Projects | 9950 - 9950<br>1705 - 1760<br>1705 - 1760<br>1705 - 1760 | <u> </u> | 25,000<br>17,162<br>37,900<br>80,061       | \$<br>250,000<br>2,475,000<br>855,000<br>100,000 | 0.00%<br>1.01%<br>2.01%<br>37.90%<br>2.33% |
| Capital Expenses:  Bond Interest Accrued (4)  Total Non Operating Expenses   | 7300 - 7300  | \$       | 259,245<br>339,306                         | \$<br>3,430,000<br>1,555,469<br>5,235,469        | 16.67%<br>6.48%                            |
| Bond Retirement (4):   |  | \$       | 383,333                                    | \$<br>2,300,000                                  | 16.67%                                     |
| Total Expenditures   |  | \$       | 1,873,891                                  | 17,769,743                                       | 10.55%                                     |
| Revenues in Excess of All Expenditures, in   | ncluding Capital   | \$       | 926,094                                    | \$<br>(2,345,601)                                | -39.48%                                    |

#### Notes:

<sup>1.</sup> 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.

<sup>2.</sup> 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.

<sup>3.</sup> YTD Activity includes \$15,867 in capitalized labor charged to capital projects.

<sup>4.</sup> Bond retirement payments are made two times a year in September and March

#### Florin Resource Conservation District CASH - Detail Schedule of Investments As of 8/31/2020

|   | Account number / name   | Investment Name                     | Investment Type        |                  |                  | Restrictions                       | Market Value        |
|---|---|-------------------------------------|------------------------|------------------|------------------|------------------------------------|---------------------|
| G/L Account : Fund<br>HELD BY BOND TRUSTEE: |   |                                     |                        |                  |                  |                                    |                     |
| HELD BY BOND IROSTEE.                       |   |                                     |                        |                  |                  |                                    |                     |
| 1110-000-20 Water                           | BNY 892744 FRCD 2014A DEBT SERVICE                                  | Dreyfus Inst Treasury               | MM Mutual Fund         |                  |                  | Restricted                         | 3,105,119.38        |
| 1112-000-20 Water                           | BNY 743850 FRCD 2016A DEBT SERVICE                                  | Dreyfus Inst Treasury               | MM Mutual Fund         |                  |                  | Restricted                         | 3,105,119.36        |
|   |   | ,,                                  |                        |                  |                  | Subtotal                           | \$ 3,105,119.38     |
| 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                       | 507,404.42          |
| 1084-000-20 Water                           | F&M 08-03201702-31 MONEY MARKET                                     |                                     |                        | 0.65%            |                  | Unrestricted                       | 2,001,624.01        |
| 1031-000-20 Water                           | F&M 08-032912-01 CREDIT CARD ACCOUNT                                |                                     |                        |                  |                  | Unrestricted                       | 62,519.89           |
| 1061-000-20 Water<br>1071-000-20 Water      | F&M 08-032890-01 PAYROLL ACCOUNT<br>F&M 08-032920-01 DRAFTS ACCOUNT |                                     |                        |                  |                  | Unrestricted<br>Unrestricted       | 96,782.05<br>792.03 |
| 1071-000-20 Water                           | 1 AW 00-032320-01 DICAL 13 ACCOUNT                                  |                                     |                        |                  |                  | Subtotal                           | \$ 2,669,231.66     |
|   |   |                                     |                        |                  |                  |                                    | <u> </u>            |
| INVESTMENTS                                 | 000 411 7   |                                     |                        |                  |                  |                                    |                     |
| 1080-000-20 Water                           | Office of the Treasurer - Sacramento California                     | LAIF                                | Investment Pool        | 0.92%            |                  | Unrestricted                       | \$ 7,435,063.52     |
|   |   |                                     |                        |                  |                  |                                    |                     |
| 1081-000-20 Water                           | CALTrust Medium Term  |                                     | Investment             | 1.02%            |                  | Unrestricted                       | \$ 1,388,232.34     |
| 1082-000-20 Water                           |   |                                     |                        |                  |                  |                                    |                     |
| PURCHASE DATE CUSIP                         | ISSUED BY   | CALL DATE                           | MATURITY DATE          | % of Portfolio   | Current Yield    |                                    | MARKET VALUE        |
| 9/30/2016 N/A                               | Union Bank of California  | N/A                                 | N/A                    | 3.76%            | 0.05%            | \$ 195,940.77                      |                     |
| 1/15/2020 3130AHK85<br>7/31/2020 3134GV3E6  | Federal Home Loan (FHLB) Federal Home Loan (FHLB)                   | 07/10/20 - qrtly<br>6/30/20 - grtly | 1/10/2024<br>9/29/2023 | 19.29%<br>19.21% | 1.810%<br>0.470% | \$ 1,000,000.00<br>\$ 1,000,000.00 |                     |
| 7/31/2020 3134GV3E6<br>7/31/2020 3133ELQ56  | Federal Home Loan (FHLB)  | 11/25/20 - qrtly                    | 9/29/2023<br>7/2/2024  | 19.21%           | 0.470%           | \$ 1,000,000.00                    | , ,                 |
| 11/18/2019 3133ELUK8                        | Federal Home Loan (FHLB)  | 06/25/20 - qrtly                    | 3/25/2025              | 19.31%           | 1.190%           | \$ 1,000,000.00                    | ,                   |
| 7/31/2020 3136G4YP2                         | , ,   | 00/20/20 qrtiy                      | 7/9/2025               | 19.22%           | 0.720%           | \$ 1,000,000.00                    |                     |
|   |   |                                     |                        |                  |                  | \$ 5,195,940.77                    |                     |
| YTM = Yield to Maturity                     |   |                                     |                        |                  |                  | Total                              | \$ 19,802,057.67    |
| qtrly = quarterly                           |   |                                     |                        |                  |                  | i otai                             | ψ 13,002,001.01     |
| cont. = continuous                          |   |                                     |                        |                  |                  | Total Restricted                   | \$ 3,105,119.38     |
|   |   |                                     |                        |                  |                  | Total Unrestricted                 | \$ 16,696,938.29    |

# As of 8/31/2020

# **Fiscal Retainer Contracts**

| Consultant   | Description  | Total Contract           | Current<br>Month                       | Paid to date                             | 2020-2021<br>FY Budget   | Percent of year (17%) |
|--|--|--------------------------|--|--|--------------------------|-----------------------|
| JRG Attorneys, LLP<br>Somach Simmons & Dunn<br>BAKER MANOCK & JENSEN<br>Liebert Cassidy Whitmore | Task orders<br>Task orders<br>Task orders<br>Task orders | TBD<br>TBD<br>TBD<br>TBD | \$ 2,889<br>\$ -<br>\$ 656<br>\$ 2,175 | \$ 7,251<br>\$ -<br>\$ 2,036<br>\$ 6,746 |                          |                       |
| Murphy Austin Adams Total  Solutions by BG, Inc.   | Task orders Task orders                                  | TBD<br>725,050           | \$ 5,082<br>\$ 10,802<br>\$ 18,484     | \$ 5,082<br>\$ 21,115<br>\$ 37,094       | \$ 175,000<br>\$ 265,050 | 12.07%<br>14.00%      |

# **Major Contracts**

|            |             |                       |         |         |           | Percent of |
|------------|-------------|-----------------------|---------|---------|-----------|------------|
|            |             |                       | Current | Paid to | 2018-2019 | Contract   |
| Consultant | Description | <b>Total Contract</b> | Month   | date    | FY Budget | Amount     |

#### **Elk Grove Water District Major Capital Improvement Project Budget vs Actuals** As of 8/31/2020

|  |               | Total        |         |             |      |                          |                | August      |               |            |
|--|---------------|--------------|---------|-------------|------|--------------------------|----------------|-------------|---------------|------------|
|  | Total Project | Project Exp  | Percent | Capitalized | Fund |                          |                |             |               | YTD %      |
| Capital Project                          | Budget        | to Date      | Spent   | Labor       | Type | Project Type             | 2020-21 Budget | Project Exp | Total YTD (1) | Spent      |
| Backyard Water Mains/Service Replacement | \$ 2,649,000  | \$ 1,004,946 | 37.94%  | \$ -        | R&R  | Supply/Distribution      | \$ 675,000     | \$ 856      | \$ 856        | 0.13%      |
| Well Rehabilitation Program (11D)        | 98,000        | 130,837      | 133.51% | -           | R&R  | Supply/Distribution      | -              | 775         | 16,306        | 0.00% (2)  |
| Well Rehabilitation Program              | 120,000       | -            | 0.00%   | -           | R&R  | Supply/Distribution      | 120,000        | -           | -             | 0.00%      |
| PLC Bucket Replacements                  | 50,000        | -            | 0.00%   | -           | R&R  | Treatment                | 50,000         | -           | -             | 0.00%      |
| Pavement Repair and Coat Seal            | 10,000        | -            | 0.00%   | -           | R&R  | Building and Site        | 10,000         | -           | -             | 0.00%      |
| Service Line Replacements                | 140,000       | -            | 0.00%   | -           | CIP  | Supply/Distribution      | 140,000        | -           | -             | 0.00%      |
| Chlorine Analyzers Shallow Wells         | 75,000        | -            | 0.00%   | -           | CIP  | Treatment                | 75,000         | -           | -             | 0.00%      |
| Well 4D Radio Antenna                    | 30,000        | -            | 0.00%   | -           | CIP  | Treatment                | =              | -           | -             | 0.00%      |
| RRWTP Variable Frequency Drives          | 75,000        | 75,406       | 100.54% | -           | CIP  | Treatment                | -              | -           | -             | 0.00%      |
| Security Cameras                         | 25,000        | -            | 0.00%   | -           | CIP  | Treatment                | 25,000         | -           | -             | 0.00%      |
| 9829 Waterman Rd                         | 2,000,000     | 25,000       | 1.25%   | -           | CIP  | <b>Building and Site</b> | 2,000,000      | -           | 25,000        | 1.25%      |
| Truck Replacements                       | 135,000       | -            | 0.00%   | -           | CIP  | <b>Building and Site</b> | 135,000        | -           | -             | 0.00%      |
| Vacuum Excavator                         | 100,000       | -            | 0.00%   | -           | CIP  | Building and Site        | 100,000        | -           | -             | 0.00%      |
| Unforeseen Capital Projects              | 100,000       | 37,900       | 37.90%  | 15,867      | -    | =                        | 100,000        | 37,900      | 37,900        | 37.90% (3) |
| Sub-Total                                | \$ 5,607,000  | \$ 1,274,088 | 22.72%  | \$ 15,867   |      |                          | \$ 3,430,000   | \$ 39,530   | \$ 80,061     | 2.33%      |

(1) Includes \$15,867 in capitalized labor through 08/31/2020

(2) Capital projects budgeted for in prior years, however, work carried over and completed in current year.
(3) Includes unforseen capital projects, including:

36" Transmission Main Repair

\$37,900 Total \$ 37,900

TO: Chair and Directors of the Florin Resource Conservation District

FROM: Mark J. Madison, General Manager

SUBJECT: **ELK GROVE WATER DISTRICT OPERATIONS REPORT – AUGUST 2020** 

## **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 August. 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 August 2020 Operations Report.

#### Present Situation

The EGWD August 2020 Operations Report highlights are as follows:

- Operations Activities Summary No door hangers were placed for past due balances. The district is currently suspending all shut offs due to the present COVID-19 pandemic. We received three (3) water pressure complaints and one (1) water quality complaint. 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 August decreased 4.04 percent compared to August 2019 and is 16.53 percent less than what was produced in 2013. Year 2013 is the baseline year the State Water Resources Control Board adopted for water usage. However, approximately 18 million gallons of

#### **ELK GROVE WATER DISTRICT OPERATIONS REPORT – AUGUST 2020**

Page 2

supplemental water was purchased from Sacramento County Water Agency (SCWA) due to the Railroad Water Treatment Plant being down for two (2) weeks as the 36" transmission main was repaired. This additional amount is shown in dark blue on the page 13 graph. The Total Demand/Production for both service areas on page 14 shows that customer use during the month of August, compared to August 2013, was down by 5.92 percent.

- Static and Pumping Level Graphs The third quarter soundings are shown and generally indicate that the static water levels in deeper zones have lowered slightly compared to the third quarter of 2018. The shallow zones have risen slightly.
- 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-ofordinary maintenance work completed in August:
  - Staff investigated and corrected a malfunction with the influent water solenoid on the Sodium Hypochlorite Generation System at the Railroad Water Treatment Plant.
  - Staff continued flushing Well 11D Dino after its rehabilitation. Well 11D has now been put online and into the distribution system.
- Cross Connection Control Program 2020 EGWD issued 95 testing notices for the month. Pursuant to the notices, 41 devices passed. Of the remaining 54, one (1) device passed the second test and 53 were not tested by the due date. The total number of delinquents is 54, which includes those that received secondary notices and one (1) device that remains delinquent from July and received a third notice.
- Safety Meetings/Training One (1) safety training session was conducted for the month.
- Service and Main Leaks Map There were five (5) service line leaks and two (2) main line leaks during August.

# **ELK GROVE WATER DISTRICT OPERATIONS REPORT – AUGUST 2020**

Page 3

• **System Pressures** – Pressures in Service Area 1 generally remained stable during the month of August. Pressures in Service Area 2, which are controlled by SCWA, went up slightly from the previous month.

## **ENVIRONMENTAL CONSIDERATIONS**

There are no direct environmental considerations associated with this report.

## STRATEGIC PLAN CONFORMITY

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

# **FINANCIAL SUMMARY**

There is no financial impact associated with this report.

Respectfully submitted,

MARK J. MADISON GENERAL MANAGER

MJM/ah

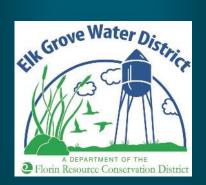
# **EGWD**

OPERATIONS REPORT August 2020 Elk Grove Water District







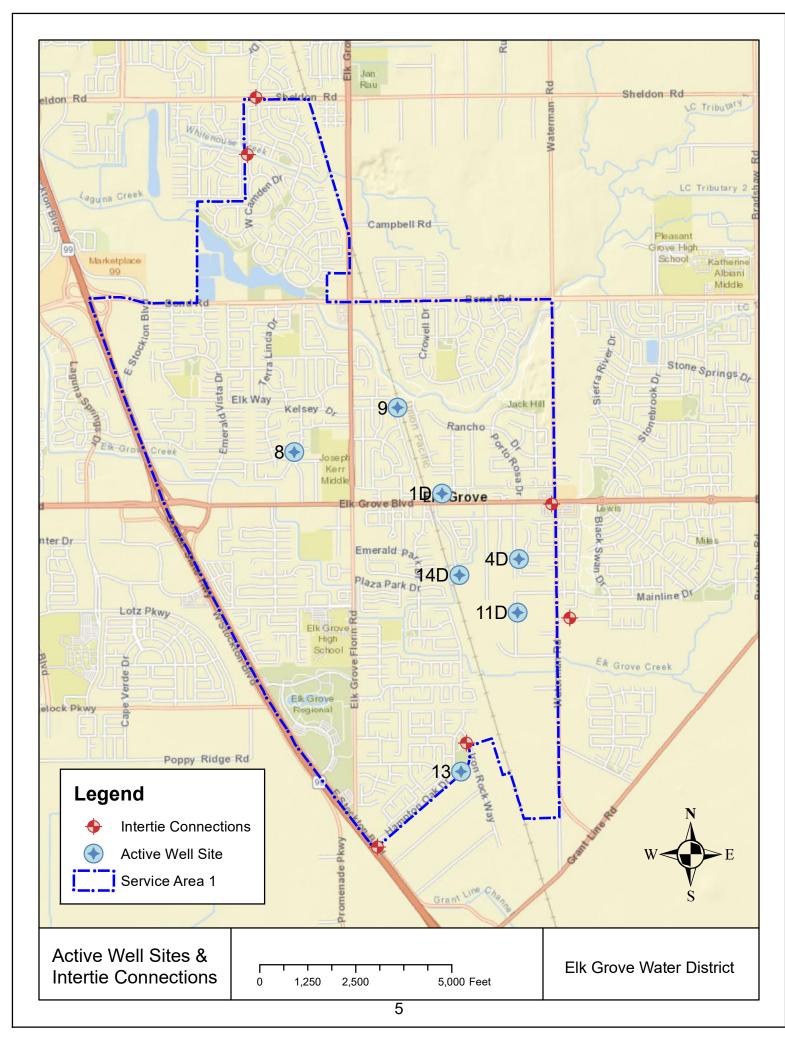


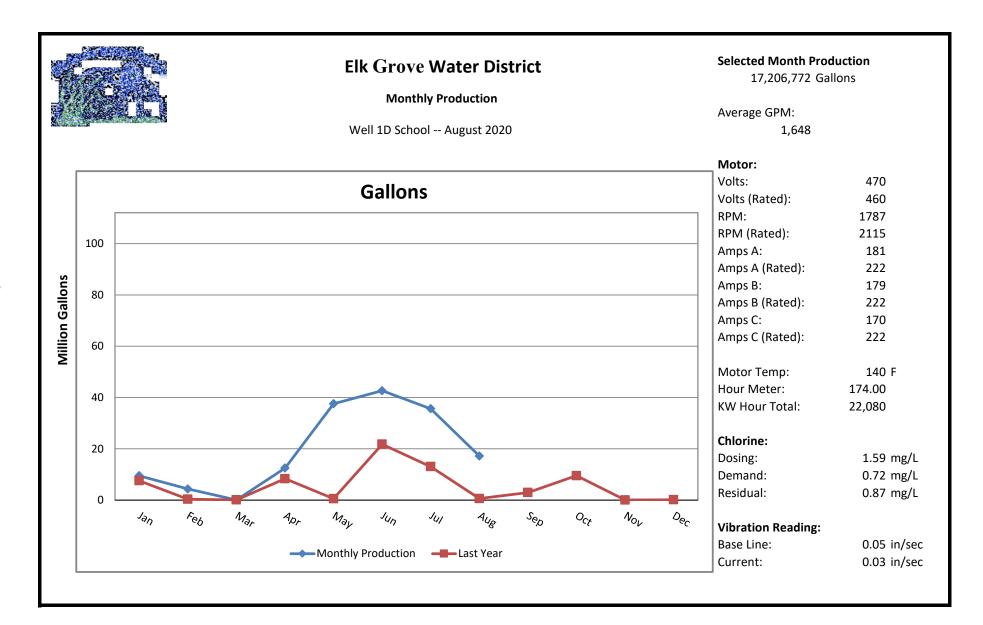
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# **Operations Activities Summary**

| <b>Service Requests:</b>   | August -20      |              | YTD (Since Jan. 1, 2020) |              |  |  |
|----------------------------|-----------------|--------------|--------------------------|--------------|--|--|
| <u>Department</u>          | Service Request | <u>Hours</u> | Service Request          | <u>Hours</u> |  |  |
| Distribution               |                 |              |                          |              |  |  |
| Door Tags                  | 0               | 0            | 1,206                    | 70           |  |  |
| Shut offs                  | 0               | 0            | 111                      | 11.5         |  |  |
| Turn ons                   | 0               | 0            | 68                       | 12.5         |  |  |
| Investigations             | 43              | 10.75        | 225                      | 56.25        |  |  |
| USA Locates                | 201             | 50.25        | 1,437                    | 359          |  |  |
| Customer Complaints        |                 |              |                          |              |  |  |
| -Pressure                  | 3               | .75          | 14                       | 3.75         |  |  |
| -Water Quality             | 1               | .25          | 11                       | 2.75<br>0    |  |  |
| -Other                     | 0               | 0            | 0                        |              |  |  |
| Work Orders:               | August -20      |              | YTD (Since Jan.          | 1, 2020)     |  |  |
| <u>Department</u>          | Work Orders     | <u>Hours</u> | Work Orders              | <u>Hours</u> |  |  |
| Treatment:                 |                 |              |                          |              |  |  |
| Preventative Maint.        | 26              | 53.5         | 187                      | 370.5        |  |  |
| Corrective Maint.          | 10              | 48           | 71                       | 449.5        |  |  |
| Water Samples              | 13              | 37.5         | 120                      | 366.5        |  |  |
| Distribution:              |                 |              |                          |              |  |  |
| Meters Installed           | 1               | 0.5          | 117                      | 59.25        |  |  |
| Meter Change Out           | 15              | 19.25        | 161                      | 96           |  |  |
| Preventative Maint.        |                 |              |                          |              |  |  |
| -Hydrant Maintenance (140) | 124             | 15           | 538                      | 103          |  |  |
| -Valve Exercising (127)    | 140             | 36.75        | 501                      | 111.75       |  |  |
| -Other                     | 0               | 0            | 0                        | 0            |  |  |
| Corrective Maint.          |                 |              |                          |              |  |  |
| -Leaks                     | 7               | 98.5         | 25                       | 633          |  |  |
| -Other                     | 2               | 0.5          | 30                       | 76.75        |  |  |
| Valve Locates              | 0               | 0            | 0                        | 0            |  |  |
| Utility:                   |                 |              |                          |              |  |  |
| Corrective Maint.          | 0               | 0            | 0                        | 0            |  |  |







# **Elk Grove Water District**

#### **Monthly Production**

Well 4D Webb -- August 2020

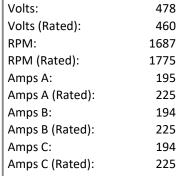


37,441,981 Gallons

Average GPM:

1,703

#### Motor:



Motor Temp: 149.5 F Hour Meter: 366.40 KW Hour Total: 51,840

#### **Chlorine:**

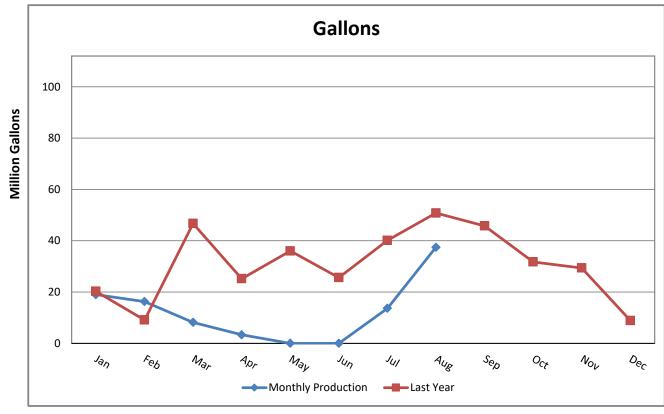
 Dosing:
 1.51 mg/L

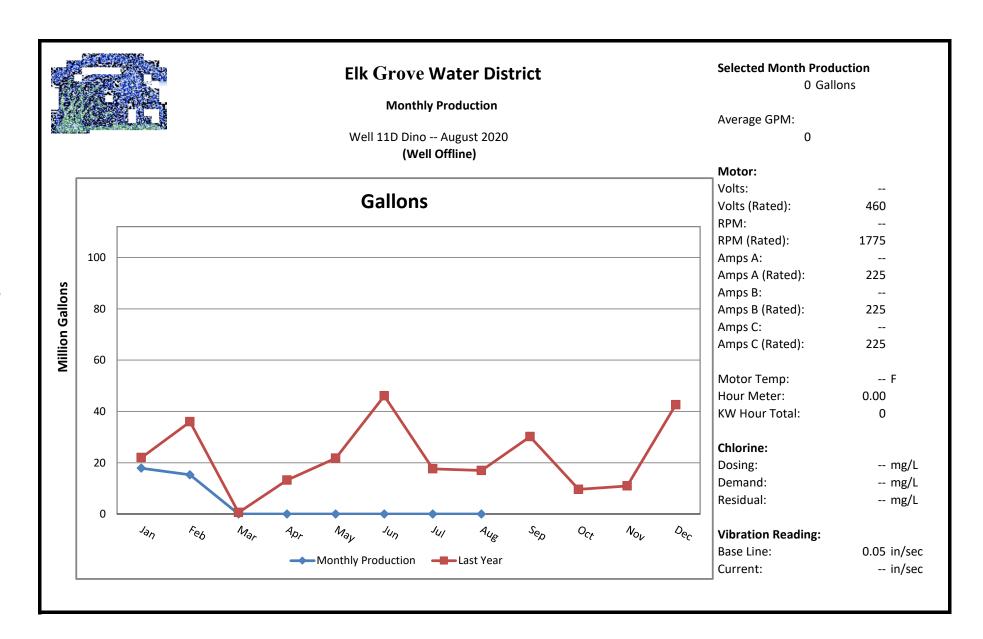
 Demand:
 0.49 mg/L

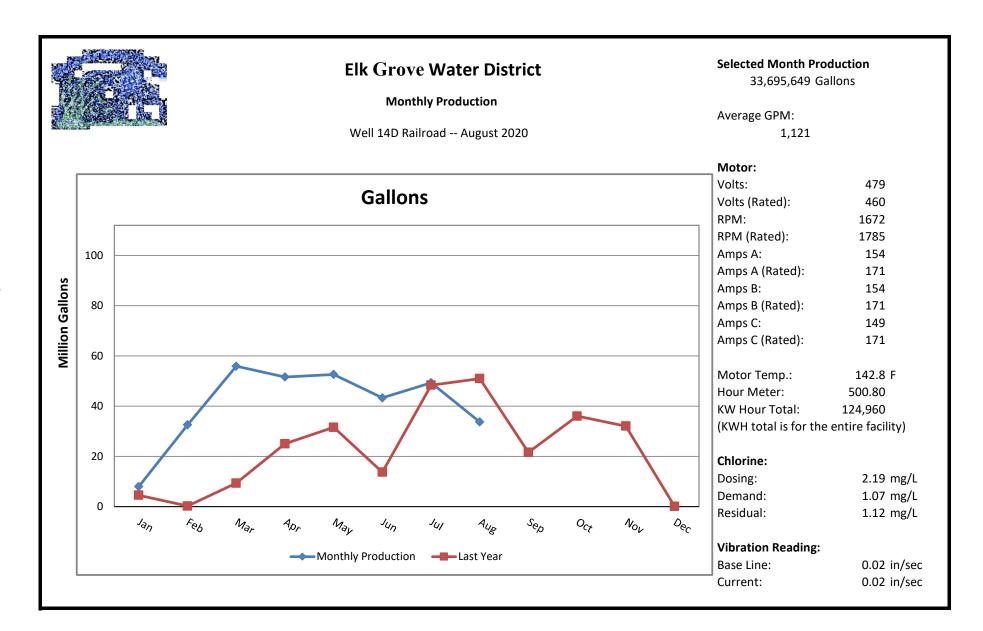
 Residual:
 1.02 mg/L

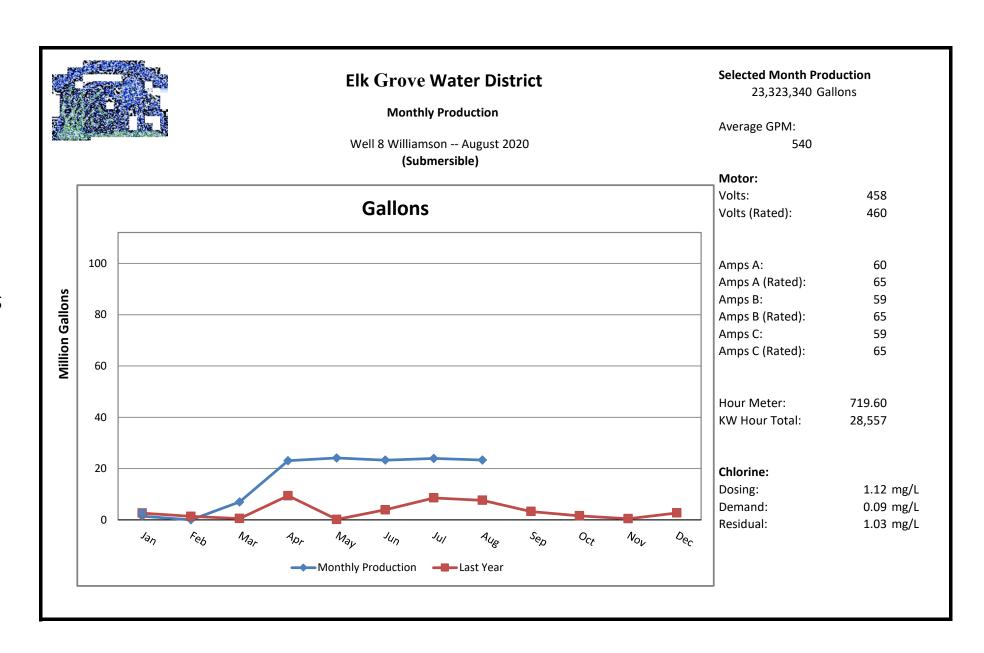
#### **Vibration Reading:**

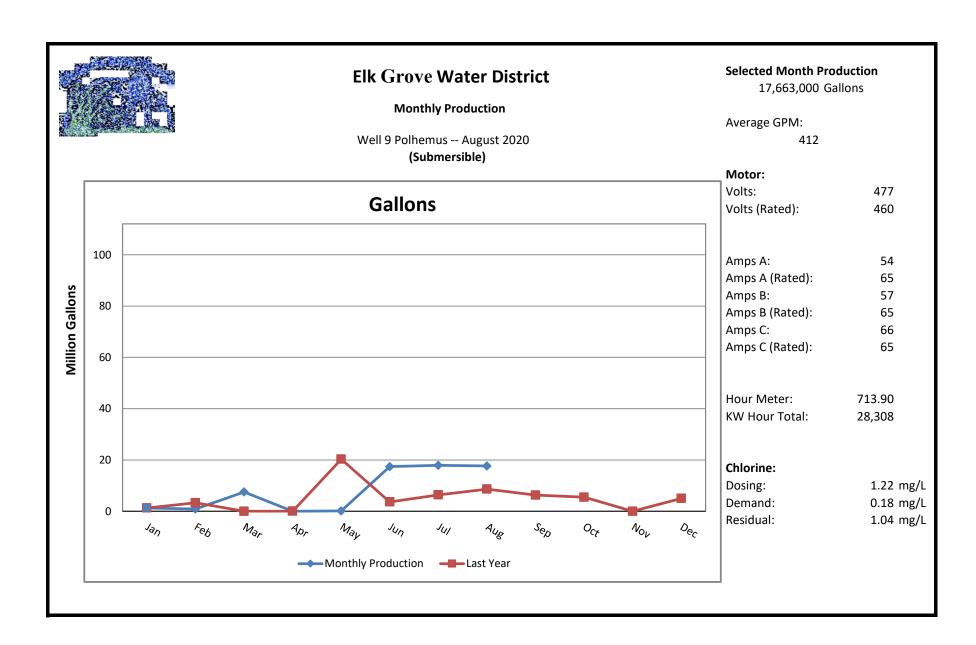
Base Line: 0.05 in/sec Current: 0.01 in/sec

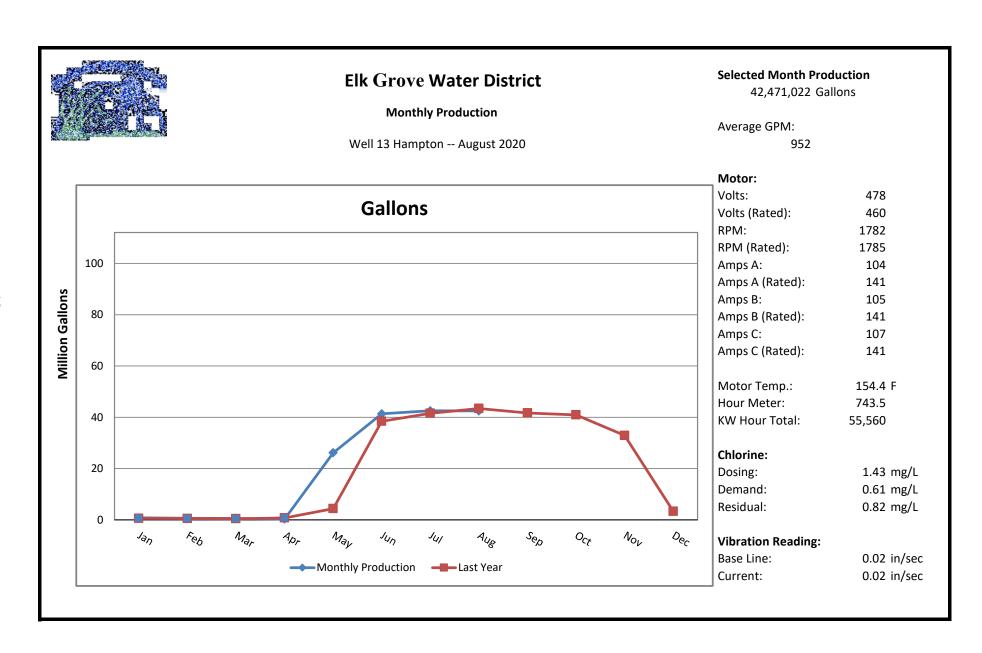


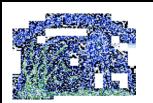












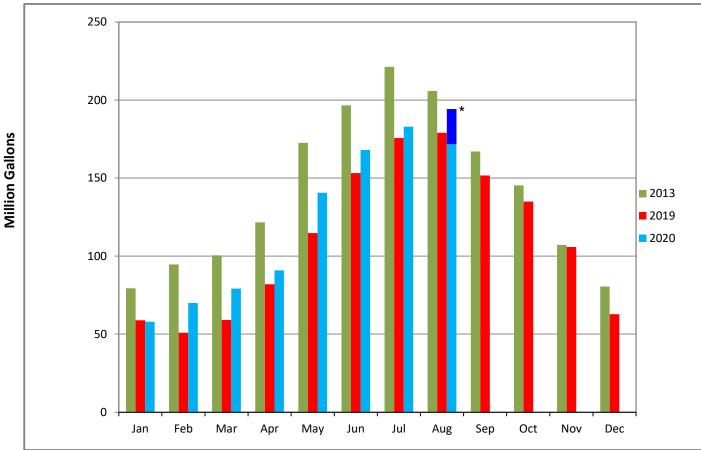
# **Elk Grove Water District**

#### **Combined Total Production**

#### Service Area 1

\* 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

Aug-2020



#### **Current Month Production:**

171,801,764 Gallons (189,801,764 Gallons)\*

**Highest Day Demand of** 

Date of Occurance

the Month:

18-Aug-20 6,526,607

**Highest Day Demand of** the Calender Year:

Date of Occurance

18-Aug-20 6,526,607

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

Current Month: 0.02 in 9.73 in Year To Date:

"Water Year" Rainfall: (Oct-18 to Sep-19)

August 2019 0.00 in 24.25 in Year To Date: Last Year Total: 24.37 in

Temperature:

This Month High 112 F This Month Low 56 F 79.55 F This Month Average

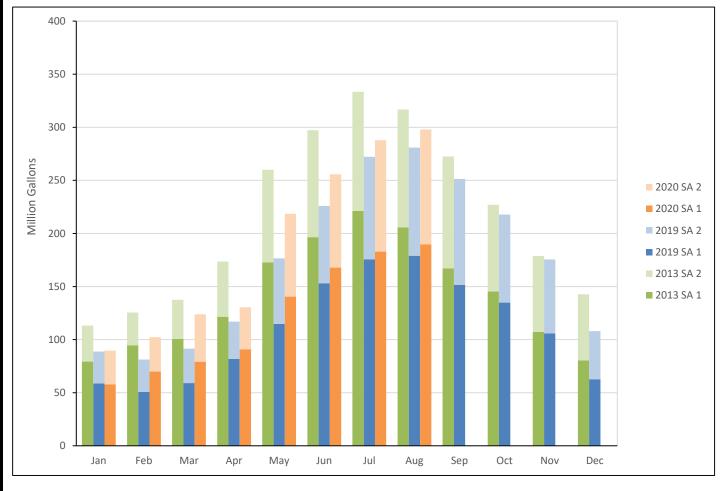
AUG-19 High 105 F AUG-19 Low 56 F AUG-19 Average 77.9 F



# **Elk Grove Water District**

# **Total Demand/Production**

Aug-2020



# **Current Month Demand/Production:**

297,979,020 Gallons

**Reduction From August 2013:** 4.27%

**GPCD:** 207.9 Gallons per Day **R-GPCD:** 160.1 Gallons per Day

#### Service Area 1

Active Connections: 7,939 Current Month Demand/Production:

189,801,764 Gallons

Reduction From August 2013: 5.25%

GPCD: 214.5 Gallons per Day

170.7 Gallons per Day

**R-GPCD:** 170.7 Gallons per Day

#### Service Area 2

**Active Connections:** 4,767 **Current Month Demand/Production:** 

108,177,256 Gallons

**Reduction From August 2013:** 2.44%

**GPCD:** 197.2 Gallons per Day **R-GPCD:** 143.7 Gallons per Day

#### Elk Grove Water District Water Usage

- Monthly Production (gallons)

|                       |             |              |             |             | Mc          | nthly Production | on (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 |
|                       |             |              |             |             |             |                  |              |             |             |             |             |             |
| 2017                  | January     | February     | March       | April       | May         | June             | July         | August      | September   | October     | November    | December    |
| GW (SA1)              | 59,973,881  | 50,320,832   | 61,080,559  | 68,658,752  | 137,599,305 | 155,472,951      | 180,086,739  | 173,684,119 | 152,475,400 | 131,390,808 | 76,619,642  | 67,874,741  |
| Purchased (SA2)       | 26,951,188  | 28,184,640   | 28,756,860  | 34,167,892  | 48,653,660  | 87,003,620       | 96,535,384   | 104,766,376 | 98,979,848  | 84,154,488  | 61,788,540  | 34,228,480  |
| Total                 | 86,925,069  | 78,505,472   | 89,837,419  | 102,826,644 | 186,252,965 | 242,476,571      | 276,622,123  | 278,450,495 | 251,455,248 | 215,545,296 | 138,408,182 | 102,103,221 |
|                       |             |              |             |             |             |                  |              |             |             |             |             |             |
| 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 |             |             |             |             |
| 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 |             |             |             |             |
| 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 | 0           | 0           | 0           | 0           |
| % Reduction from 2013 | 12.13%      | 8.87%        | 9.84%       | 24.87%      | 15.98%      | 13.98%           | 13.70%       | 5.92%       | 100.00%     | 100.00%     | 100.00%     | 100.00%     |

#### \*Notes

2013 January and February production numbers do not match actually recorded production because of an open intertie delivering water to SA2. Information below is further details.

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

Actual Recorded Prod. (Jan. 2013) - Service Area 1 79,361,342 gallons

(Includes water delivered to SA2 due to open intertie. Intertie closed end of Feb. 2013) 94,608,406 gallons (Includes water delivered to SA2 due to open intertie. Intertie closed end of Feb. 2013) Actual Recorded Prod. (Feb. 2013) - Service Area 1

To determine estimate of Feb. 2013 production delivered to Service Area 1, use multiplier from March data which is seasonally similar.)

Service Area 1 Multiplier = 1.39 (calculated from March 2013 Prod. Data/March 2014 Prod. Data)

Calc'd Feb. 2013 Prod. = Feb. 2014 Prod. Data x 1.39 = 79,737,924

To determine estimate of Jan. 2013 production, use prorated amount from Feb. 2013 data. (This method due to Jan. 2014 being unseasonably hot.)

Calc'd Jan. 2013 Prod. = (Feb. 2013 Prod. Data Calc'd / Feb. 2013 Prod. Data Actual) x Jan. 2013 Prod. Data Actual = 68,254,916

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

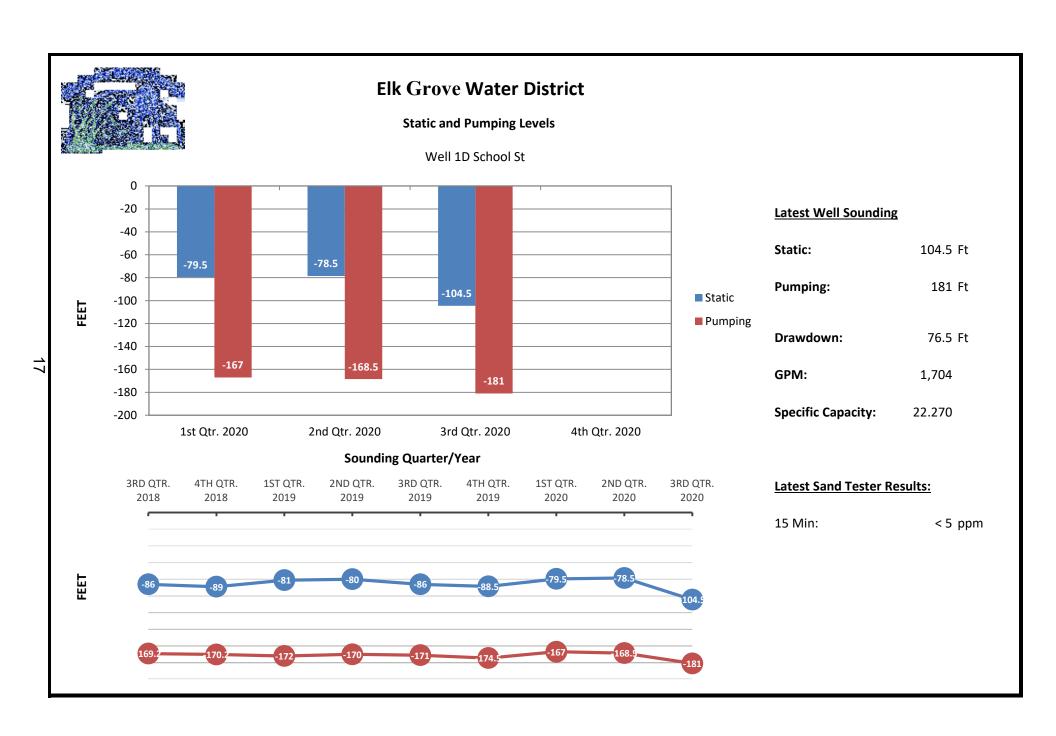
| Servi | ce Area 2 | Consumption |             |  |  |  |
|-------|-----------|-------------|-------------|--|--|--|
| 2020  | # Accts   | CCF         | Gallons     |  |  |  |
| Jan   | 4,544     | 42,438      | 31,743,624  |  |  |  |
| Feb   | 4,656     | 43,337      | 32,416,076  |  |  |  |
| Mar   | 4,658     | 59,846      | 44,764,808  |  |  |  |
| Apr   | 4,761     | 52,839      | 39,523,572  |  |  |  |
| May   | 4,761     | 104,231     | 77,964,788  |  |  |  |
| Jun   | 4,761     | 117,326     | 87,759,848  |  |  |  |
| Jul   | 4,761     | 140,106     | 104,799,288 |  |  |  |
| Aug   | 4,762     | 144,622     | 108,177,256 |  |  |  |
| Sep   |           |             | 0           |  |  |  |
| Oct   |           |             | 0           |  |  |  |
| Nov   |           |             | 0           |  |  |  |
| Dec   |           |             | 0           |  |  |  |

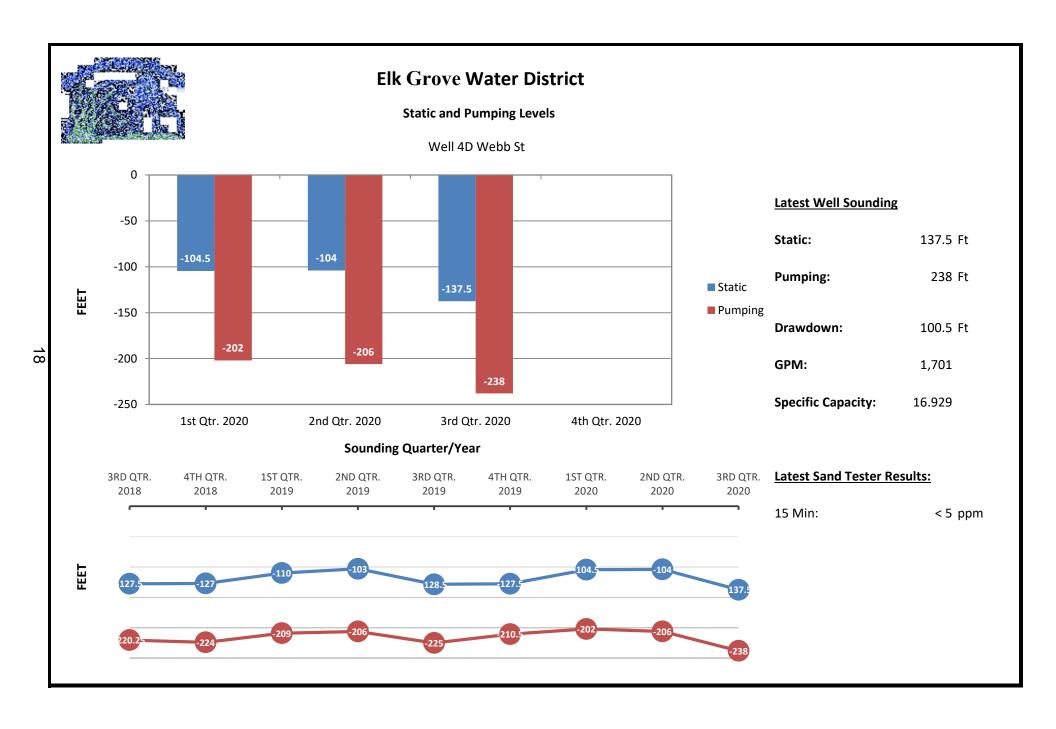


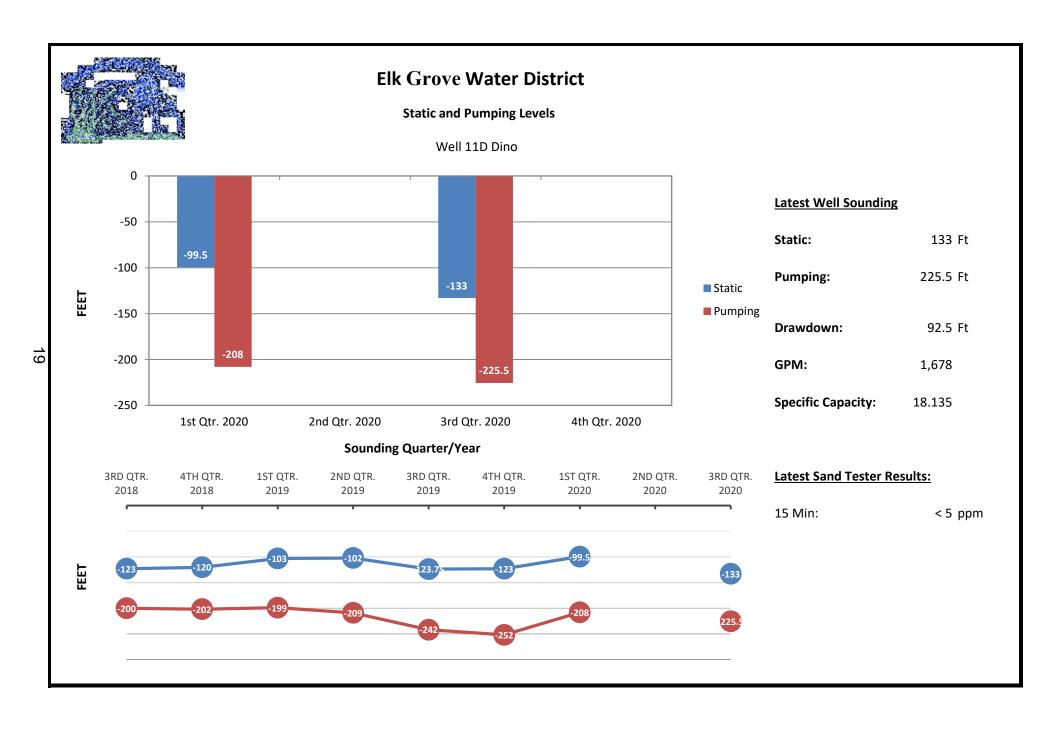
# **EGWD COMBINED R-GPCD**

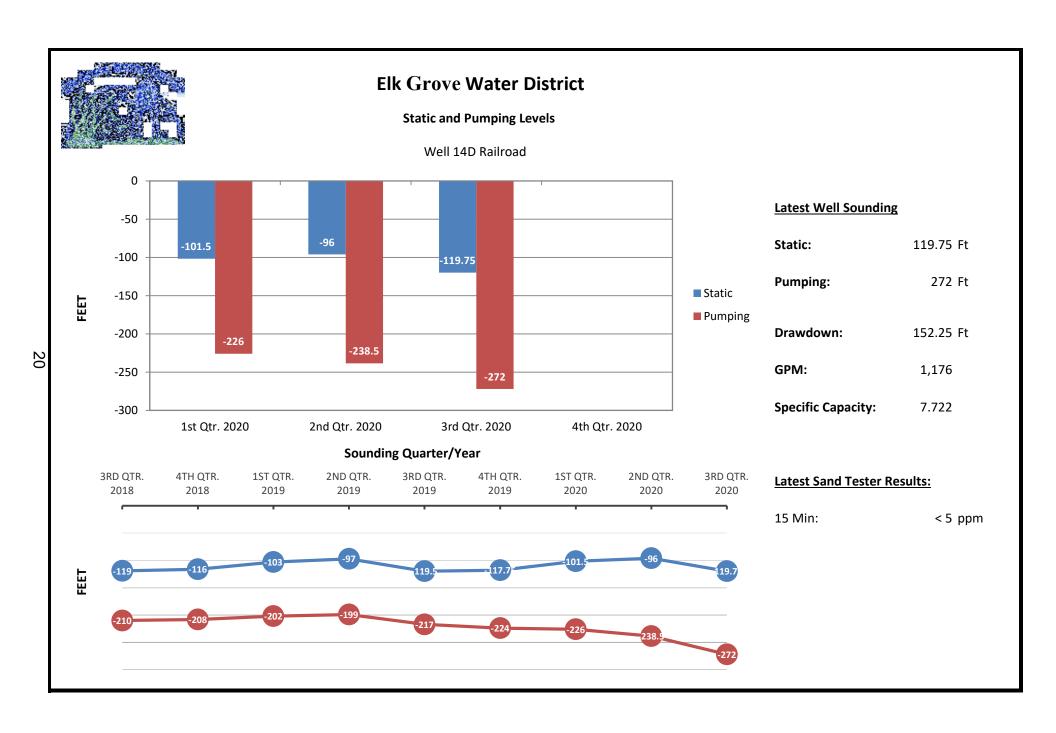


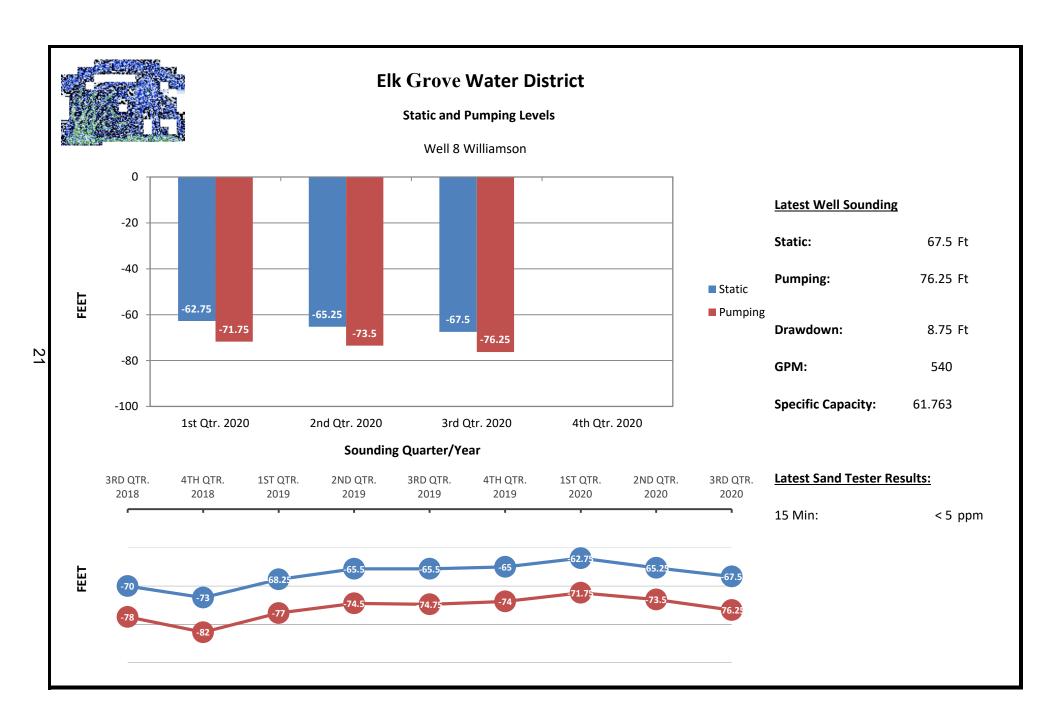
R-GPCD = Residential Gallons per Capita per Day

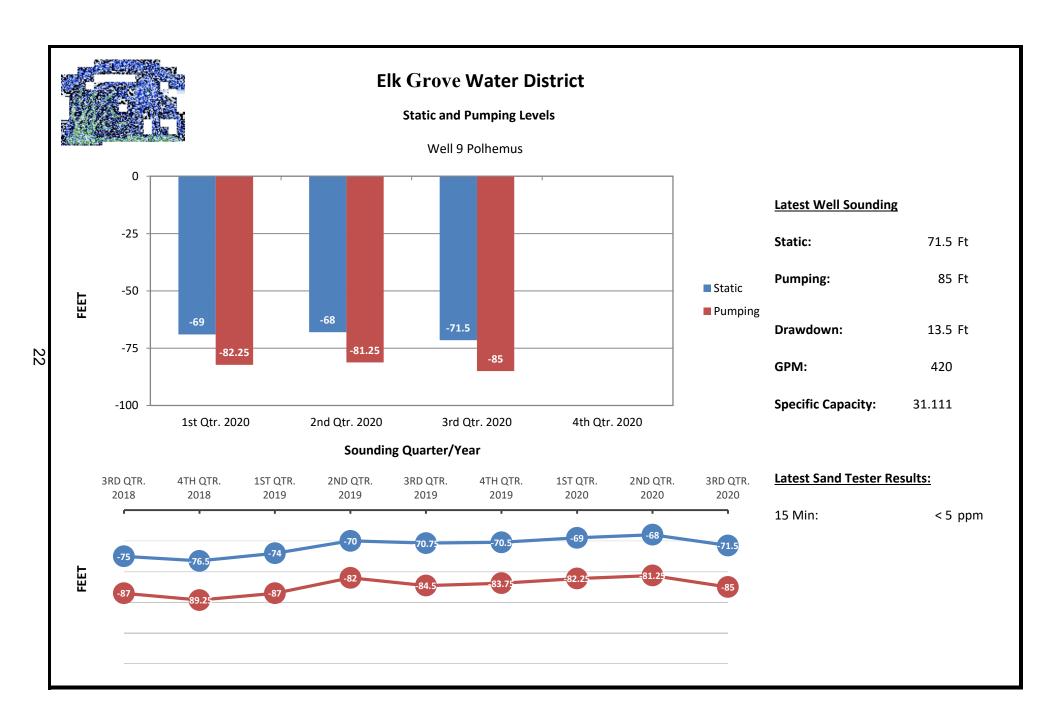


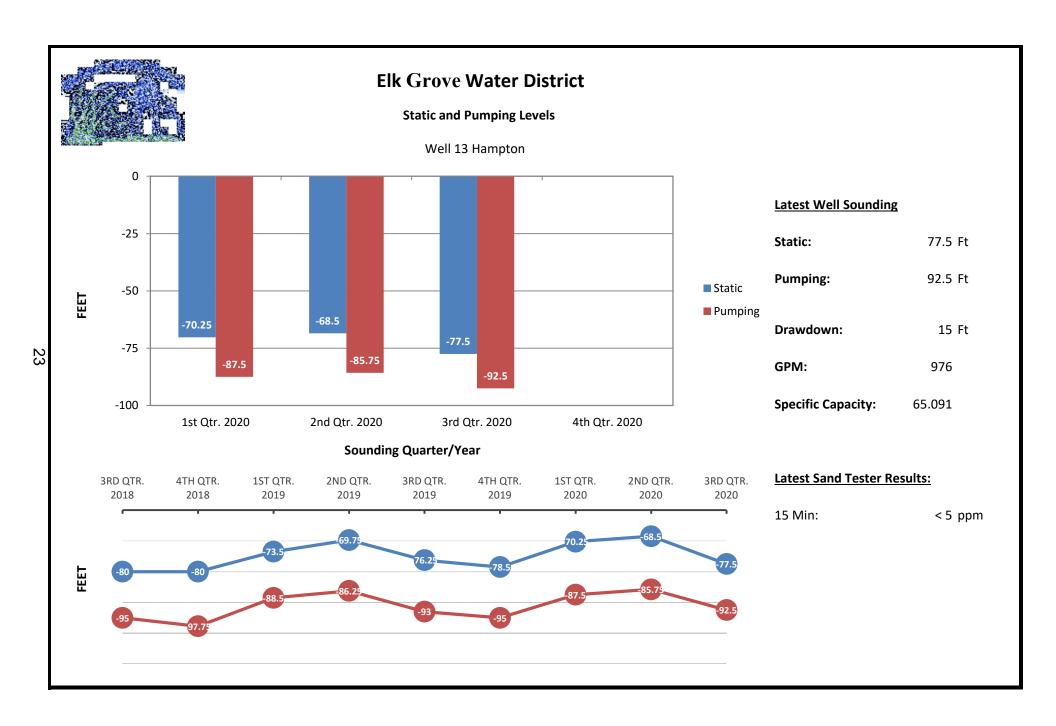












## Monthly Sample Report - August 2020 Water System: Elk Grove Water System

|             | Sampling            | g Point: 01 - 8693 W. Camden     |                              |
|-------------|---------------------|----------------------------------|------------------------------|
| Sample Date | Sample Class        | Sample Name                      | <b>Collection Occurrence</b> |
| 8/4/2020    | Distribution System | Bacteriological                  | Week                         |
| 8/11/2020   | Distribution System | Bacteriological                  | Week                         |
| 8/18/2020   | Distribution System | Bacteriological                  | Week                         |
| 8/25/2020   | Distribution System | Bacteriological                  | Week                         |
|             | Sampling Poi        | int: School Well 01D - Raw Water |                              |
| Sample Date | Sample Class        | Sample Name                      | <b>Collection Occurrence</b> |
|             |                     |                                  | Quarterly                    |
|             | Sampling            | Point: 02 - 9425 Emerald Vista   |                              |
| Sample Date | Sample Class        | Sample Name                      | <b>Collection Occurrence</b> |
| 8/4/2020    | Distribution System | Bacteriological                  | Week                         |
| 8/11/2020   | Distribution System | Bacteriological                  | Week                         |
| 8/18/2020   | Distribution System | Bacteriological                  | Week                         |
| 8/25/2020   | Distribution System | Bacteriological                  | Week                         |
|             | Samplin             | g Point: 03 - 8809 Valley Oak    |                              |
| Sample Date | Sample Class        | Sample Name                      | <b>Collection Occurrence</b> |
| 8/4/2020    | Distribution System | Bacteriological                  | Week                         |
| 8/11/2020   | Distribution System | Bacteriological                  | Week                         |
| 8/18/2020   | Distribution System | Bacteriological                  | Week                         |
| 8/25/2020   | Distribution System | Bacteriological                  | Week                         |
|             | Sampling Po         | int: Webb Well 04D - Raw Water   |                              |
| Sample Date | Sample Class        | Sample Name                      | <b>Collection Occurrence</b> |
| 8/18/2020   | Source Water        | Full Title 22                    | Triannual                    |
| 8/18/2020   | Source Water        | Bacteriological                  | Quarterly                    |
|             |                     | 3                                |                              |

| Sample Date | Sample Class        | Sample Name                        | Collection Occurrence |
|-------------|---------------------|------------------------------------|-----------------------|
| 8/4/2020    | Distribution System | Bacteriological                    | Week                  |
| 8/11/2020   | Distribution System | Bacteriological                    | Week                  |
| 8/18/2020   | Distribution System | Bacteriological                    | Week                  |
| 8/25/2020   | Distribution System | Bacteriological                    | Week                  |
|             | Sampling            | Point: 05 - 9230 Amsden Ct.        |                       |
| Sample Date | Sample Class        | Sample Name                        | Collection Occurrence |
| 8/4/2020    | Distribution System | Bacteriological                    | Week                  |
| 8/11/2020   | Distribution System | Bacteriological                    | Week                  |
| 8/18/2020   | Distribution System | Bacteriological                    | Week                  |
| 8/25/2020   | Distribution System | Bacteriological                    | Week                  |
|             | Sampling            | Point: 06 - 9227 Rancho Dr.        |                       |
| Sample Date | Sample Class        | Sample Name                        | Collection Occurrence |
| 8/4/2020    | Distribution System | Bacteriological                    | Week                  |
| 8/11/2020   | Distribution System | Bacteriological                    | Week                  |
| 8/18/2020   | Distribution System | Bacteriological                    | Week                  |
| 8/25/2020   | Distribution System | Bacteriological                    | Week                  |
|             | Sampling Point      | :: 07 - Al Gates Park Mainline Dr. |                       |
| Sample Date | Sample Class        | Sample Name                        | Collection Occurrence |
| 8/4/2020    | Distribution System | Bacteriological                    | Week                  |
| 8/11/2020   | Distribution System | Bacteriological                    | Week                  |
| 8/18/2020   | Distribution System | Bacteriological                    | Week                  |
| 8/25/2020   | Distribution System | Bacteriological                    | Week                  |
|             | Sampling Point      | : - Williamson Well 8 Raw Water    | •                     |
| Sample Date | Sample Class        | Sample Name                        | Collection Occurrence |

Quarterly

| Sample Date | Sample Class        | Sample Name                    | <b>Collection Occurrence</b> |
|-------------|---------------------|--------------------------------|------------------------------|
| 8/4/2020    | Distribution System | Bacteriological                | Week                         |
| 8/11/2020   | Distribution System | Bacteriological                | Week                         |
| 8/18/2020   | Distribution System | Bacteriological                | Week                         |
| 8/25/2020   | Distribution System | Bacteriological                | Week                         |
|             | Sampling Poin       | t: Polhemus Well 9 Raw Water   |                              |
| Sample Date | Sample Class        | Sample Name                    | Collection Occurrence        |
|             |                     |                                | Quarterly                    |
|             | Sampling P          | oint: 09 - 8417 Blackman Wy.   |                              |
| Sample Date | Sample Class        | Sample Name                    | Collection Occurrence        |
| 8/4/2020    | Distribution System | Bacteriological                | Week                         |
| 8/11/2020   | Distribution System | Bacteriological                | Week                         |
| 8/18/2020   | Distribution System | Bacteriological                | Week                         |
| 8/25/2020   | Distribution System | Bacteriological                | Week                         |
|             | Sampling Po         | int: 10 - 9373 Oreo Ranch Cir. |                              |
| Sample Date | Sample Class        | Sample Name                    | Collection Occurrence        |
| 8/4/2020    | Distribution System | Bacteriological                | Week                         |
| 8/11/2020   | Distribution System | Bacteriological                | Week                         |
| 8/18/2020   | Distribution System | Bacteriological                | Week                         |
| 8/25/2020   | Distribution System | Bacteriological                | Week                         |
| 8/4/2020    | Distribution System | Fluoride                       | Monthly                      |
|             | Sampling Poi        | nt: Dino Well 11D - Raw Water  |                              |
| Sample Date | Sample Class        | Sample Name                    | Collection Occurrence        |

Quarterly

|             | Sampling P             | oint: Hampton Well 13 - Raw Water   |                              |
|-------------|------------------------|-------------------------------------|------------------------------|
| Sample Date | Sample Class           | Sample Name                         | Collection Occurrence        |
| 8/3/2020    | Source Water           | Fe, Mn, As, Total                   | Weekly                       |
| 8/10/2020   | Source Water           | Fe, Mn, As, Total                   | Weekly                       |
| 8/17/2020   | Source Water           | Fe, Mn, As, Total                   | Weekly                       |
| 8/24/2020   | Source Water           | Fe, Mn, As, Total                   | Weekly                       |
| 8/31/2020   | Source Water           | Fe, Mn, As, Total                   | Weekly                       |
|             | Samplin                | g Point: Hampton WTP Effluent       |                              |
| Sample Date | Sample Class           | Sample Name                         | <b>Collection Occurrence</b> |
| 8/3/2020    | Treated Effluent       | Fe, Mn, As, Total                   | Weekly                       |
| 8/10/2020   | Treated Effluent       | Fe, Mn, As, Total                   | Weekly                       |
| 8/17/2020   | Treated Effluent       | Fe, Mn, As, Total                   | Weekly                       |
| 8/24/2020   | Treated Effluent       | Fe, Mn, As, Total                   | Weekly                       |
| 8/31/2020   | Treated Effluent       | Fe, Mn, As, Total                   | Weekly                       |
|             | Sampling Po            | pint: Hampton WTP Backwash Tank     |                              |
| Sample Date | Sample Class           | Sample Name                         | Collection Occurrence        |
|             |                        |                                     |                              |
|             |                        | oint: Railroad Well 14D - Raw Water |                              |
| Sample Date | Sample Class           | Sample Name                         | Collection Occurrence        |
|             |                        |                                     | Quarterly                    |
|             | Samplii                | ng Point: Railroad WTP Effluent     |                              |
| Sample Date | Sample Class           | Sample Name                         | Collection Occurrence        |
| 8/3/2020    | Treated Plant Effluent | WTP Eff - Fe,Mn,As,Al Total         | Month                        |
| 8/3/2020    | Treated Plant Effluent | WTP Eff - Fe,Mn,As,Al Dissolved     | Month                        |
|             | Sampling P             | oint: Railroad WTP Backwash Tank    |                              |
| Sample Date | Sample Class           | Sample Name                         | <b>Collection Occurrence</b> |

|                         | Sampling Point:     | Special Distribution/Construction Sam    | ples                                 |
|-------------------------|---------------------|--|--------------------------------------|
| Sample Date             | Sample Class        | Sample Name                              | <b>Collection Description</b>        |
| 8/6/2020                | Distribution System | Bacteriological                          | 9075 Elk Grove Blvd. 36" Main Repair |
| 8/25/2020               | Source Water        | Orthophosphate, Total Phosphorus, Fe, Mn | Dino Rehab Flushing                  |
| <u>Colors</u>           | Monthly Total       | Yearly Total                             |                                      |
| Black = Scheduled       | 54                  | 489                                      |                                      |
| Green = Unscheduled     | 4                   | 69                                       |                                      |
| Red = Incomplete Sample | 0                   | 0  |                                      |



September 3, 2020

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

#### WASTEWATER SOURCE CONTROL MONTHLY COMPLIANCE REPORT

Enclosed is the Wastewater Source Control Monthly Compliance Report Form from Elk Grove Water District for August 2020.

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

STEVE SHAW

WATER TREATMENT SUPERVISOR

| Attn. Mic | helle Pate                                     | E-mail: naton        | n@sacsewer.com        |               | Mact   | ounter Co.                            | urce Control Section |
|-----------|--|----------------------|-----------------------|---------------|--------|---------------------------------------|----------------------|
|           | .6) 875-9091                                   | L-man. paten         | i@sacsewer.com        |               | vvasti | ewater sot                            |                      |
|           | eve Shaw                                       |                      |                       |               |        |                                       | Fax (916) 875-6374   |
|           | Elk Grove Water Dist                           | rict                 |                       |               |        |                                       | Permit #WTP010       |
| on pany   | and cross traces blue                          |                      |                       | 7             |        |                                       | remit #WIFOIO        |
| e followi | ng reports and information                     | on are attached      | d (check all that app | oly):         |        |                                       |                      |
|           |  |                      |                       |               |        |                                       |                      |
|           |  | Month: A             | ugust                 | Y             | ear:   | 2020                                  |                      |
|           |  |                      |                       |               |        |                                       |                      |
|           |  | Hamp                 | ton WTP - 1,298,27    | 74 Gallons    |        |                                       |                      |
|           |  | A 500,000 600        |                       | - Guilons     |        |                                       |                      |
|           | Water use/flow meter                           | Railro               | ad WTP – 0            |               |        |                                       |                      |
| _X        | report   | Analy                | zer Water - 35,712    |               |        |                                       |                      |
|           |  |                      |                       | Date          |        | Time                                  | рН                   |
|           |  |                      | Hampton WTP           |               |        |                                       |                      |
|           | Monitoring results/ana                         | alytical report      | Railroad WTP          |               |        |                                       |                      |
|           | Discharge Rate                                 |                      |                       |               |        |                                       |                      |
|           | Check the statement b                          | elow that appl       | ies to this report:   |               |        |                                       |                      |
| _x        | Based on a review                              |                      |                       | arge rate lin | nit wa | s exceede                             | d                    |
|           | _X I certify that th                           |                      |                       |               |        |                                       |                      |
|           |  | is receively is mire | omphariae man         | . oloolidi Be | , 0.00 | · · · · · · · · · · · · · · · · · · · |                      |
|           | Attached is a descript                         | ion of outlele       |                       | many stantifi |        |                                       | wakiisa siislikii sa |
|           | Attached is a descript<br>volume of the wastew |                      |                       | may signin    | cantry | alter the                             | nature, quality, or  |
|           | - Volume of the wastew                         | ater distribilities  |                       |               |        |                                       |                      |
|           | Flow monitoring equip                          | ment certificat      | tion (Flow or pH me   | eter, etc.)   |        |                                       |                      |
|           |  |                      |                       |               |        |                                       |                      |

| Domestic Usage | Number of<br>Employees | Business Days<br>per Month | Allowance<br>(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".

|  | SIGNAT | URE | of A | uthorized | Rei | presentativ | e |
|--|--------|-----|------|-----------|-----|-------------|---|
|--|--------|-----|------|-----------|-----|-------------|---|

PRINTED NAME, TITLE:

DATE:

Steve Shaw Water Treatment Supervisor

(Name) 9-3-2020 (Title)



September 2, 2020

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

#### MONTHLY SUMMARY OF DISTRIBUTION SYSTEM COLIFORM MONITORING

Enclosed is the Monthly Summary of Distribution System Coliform Monitoring report from Elk Grove Water District for August 2020.

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

STEVE SHAW

WATER TREATMENT SUPERVISOR

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

| System Name   | S                  | ystem Nun | nber                |                                    |                         |
|---|--------------------|-----------|---------------------|------------------------------------|-------------------------|
| Elk Grove Water District  |                    |           |                     | 3410008                            |                         |
| Sampling Period   |                    |           |                     |                                    |                         |
| Month August  |                    | fear      |                     | 2020                               |                         |
|   | Number<br>Required |           | Number<br>Collected | Number Total<br>Coliform Positives | Number E.coli Positives |
| 1. Routine Samples (see note 1)   | 40                 |           | 40                  | 0                                  | 0                       |
| <ol> <li>Repeat Samples following samples that are Total Coliform<br/>Positive and E.coli Negative (see notes 10 and 11)</li> </ol>   |                    |           | 0                   | 0                                  | 0                       |
| 3. Repeat Samples following Routine Samples that are  Total Coliform Positive and E. coli Positive  (see notes 10 and 11)   |                    |           | 0                   | 0                                  | 0                       |
| Treatment Technique (TT)/MCL Violation Computation for Total Coliform/E. coli Positive Samples     a. Totals (sum of columns)   | 40                 |           | 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. Did the system trigger a <b>Level 2</b> Assessment TT?  (see notes 2, 3, 4, 5 and 6 for trigger info)  If a Level 2 Assessment is triggered, see note 8 below.                 |                    |           |                     | Yes  No                            |                         |
| a <b>Level 1</b> Assessment TT? (see note 7 for trigger info)  If a Level 1 Assessment is triggered, see note 9 below.  |                    |           |                     | Yes  No                            |                         |
| 5. Triggered Source Samples per Groundwater Rule (see notes 12 and 13)  |                    |           | 0                   | 0                                  | 0                       |
| <ol> <li>Invalidated Samples         (Note what samples, if any, were invalidated; who authorized the in were collected. Attach additional sheets, if necessary.)     </li> </ol> | validation; ar     | nd whe    | n replacemen        | nt samples                         |                         |
| 7. Summary Completed By: Steve Shaw   |                    |           |                     |                                    |                         |
| Signature   | Title              | 1         | Water Trea          | tment Supervisor                   | 9/2/2020                |

#### 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,
  - 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;
- Note: For a repeat sample following a total coliform positive sample, any E.coli positive repeat (boxed entry) constitutes an MCL violation and requires immediate notification to the Division (22, CCR, Section 64426.1).
- Note: For repeat sample following a E.coli positive sample, any total coliform positive repeat (boxed entry) constitutes an MCL violation and requires immediate notification to the Division (22, CCR, Section 64426.1).
- Note: Failure to take all required repeat samples following an E. coli positive routine sample (22, CCR, Section 64426.1) constitutes an MCL violation and requires immediate notification to the Division (22, CCR, Section 64426.1).
- Note: Failure to test for E. coli when any repoeat sample tests postive for total coliform (22, CCR, Section 64426.1) constitutes an MCL violation and requires immediate notification to the Division (22, CCR, Section 64426.1).
- Note: Second Level 1 treatment technique trigger in a rolling 12-month period.
- 7. Total coliform Treatment Technique (TT) Violation (Notify Department within 24 hours of TT violation):
  - a. For systems collecting less than 40 samples, if two or more samples are total coliform positive, then the TT is violated and a Level 1 Assessment is required.
  - b. For systems collecting 40 or more samples, if more than 5.0 percent of samples collected are total coliform positive, then the TT is violated and a Level 1 Assessment is required.
- 8. Contact the Division as soon as practical to arrange for the division to conduct a Level 2 Assessment of the water system. The water system shall complete a Level 2 Assessment and sumbit it to the Division within 30 days of learning of the trigger exceedance.
- Conduct a Level 1 Assessment in accordance with as soon as practical that covers the minimum elements (22, CCR, Section 64426.8 (a), (2). Submit the report to the Division within 30 days of learing of the trigger exceedance.
- 10. Positive results and their associated repeat samples are to be tracked on the Coliform Monitoring Worksheet.
- 11. Repeat samples must be collected within 24 hours of being notified of the positive results. For systems collecting more than one routine sample per month, three repeat samples must be collected for each total coliform positive sample. For systems collecting one or fewer routine samples per month, four repeat samples must be collected for each total coliform positive sample. At least three samples shall be taken the month following a total coliform positive.
- 12. For systems subject to the Groundwater Rule: Positive results and the associated triggered source samples are to be tracked on the Coliform Monitoring Worksheet.
- 13. For triggered sample(s) required as a result of a total coliform routine positive sample, an E.coli-positive triggered sample (boxed entry) requires immediate notification to the Division, Tier 1 public notification, and corrective action.



September 2, 2020

State Water Resources Control Board Division of Drinking Water 1001 I Street 13<sup>th</sup> 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 August 2020.

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

STEVE SHAW

WATER TREATMENT SUPERVISOR

## **Elk Grove Water District**

## Hampton GWTP Monthly Report

| PWS Nu         | mber  |       |            | 3410008-013 |              |           |                  |            |                 |          |             |            | Month:      | August    |       |         |         |
|----------------|-------|-------|------------|-------------|--------------|-----------|------------------|------------|-----------------|----------|-------------|------------|-------------|-----------|-------|---------|---------|
| <b>GWTP Na</b> | ame   |       |            | Hampton Wat | er Treatment | Plant     |                  |            |                 |          |             |            |             |           |       |         |         |
|                | Hour  | Run   | Production | Well        | Backwash     | Backwash  |                  |            |                 |          |             |            |             |           |       |         |         |
| Date           | Meter | Hours | Meter      | Production  | Meter        | Waste     | Weekly In-l      | House Mo   | nitoring        | mg/L) R  | Raw) T (Ti  |            |             |           |       |         |         |
| last day       | 15765 |       | 942555200  |             | 18659076     | 21824686  | Date             | Fe, R      | Fe, T           | Mn, R    | Mn, T       | As, R      | As, T       |           | Weekl | y Avera | ige     |
| 1              | 15788 | 23.5  | 943890522  | 1335322     | 18691505     | 21864934  | 8/3/2020         | 0.001      | 0.041           | 0.044    | 0.005       | 13         | 2           |           | In    | f. pH   | Eff. pH |
| 2              | 15812 | 23.7  | 945254250  | 1363728     | 18723808     | 21905313  | 8/10/2020        | 0.005      | 0.027           | 0.064    | 0.003       | 13         | <2          | Week 1:   | 7.0   | to      | 7.1     |
| 3              | 15836 | 24.2  | 946634028  | 1379778     | 18759739     | 21947514  | 8/17/2020        | 0.01       | 0.025           | 0.042    | 0.001       | 10         | 2           | CI2       |       |         | 0.85    |
| 4              | 15860 | 24    | 948004750  | 1370722     | 18791965     | 21990198  | 8/24/2020        | 0          | 0.047           | 0.05     | 0.003       | 10         | 2           | Week 2:   | 7.0   | to      | 7.1     |
| 5              | 15885 | 24.4  | 949394093  | 1389343     | 18824278     | 22032072  | 8/31/2020        | 0          | 0.028           | 0.062    | 0.012       | 10         | <2          | Cl2       |       |         | 0.83    |
| 6              | 15909 | 23.9  | 950762219  | 1368126     | 18853059     | 22073266  |                  |            |                 |          |             |            |             | Week 3:   | 6.9   | to      | 7.0     |
| 7              | 15932 | 23.9  | 952119687  | 1357468     | 18885432     | 22115488  | Total Gallons S  | Sodium H   | Hypochlo        | rite:    | 449.78      | Gal        |             | CI2       |       |         | 0.85    |
| 8              | 15956 | 23.7  | 953468233  | 1348546     | 18917897     | 22157593  | Pounds per da    | зу         | 18.14           | Lbs/Da   | у           |            |             | Week 4: _ | 6.9   | _to     | 7.1     |
| 9              | 15980 | 24    | 954843976  | 1375743     | 18950445     | 22199699  | Dosage (Millig   | rams Per   | r Liter @       | 12.5%    | 1)          | 1.8 mg     | /L          | CI2       |       |         | 0.94    |
| 10             | 16004 | 23.7  | 956200432  | 1356456     | 18982965     | 22241738  |                  |            |                 |          |             |            |             | Week 5: _ | 6.9   | _to     | 7.1     |
| 11             | 16028 | 24.3  | 957589545  | 1389113     | 19015580     | 22285092  | Total Gallons I  | Ferric Ch  | loride:         |          | 277.4       | Gal        |             | Cl2       |       |         | 1.08    |
| 12             | 16054 | 26.2  | 959083612  | 1494067     | 19048204     | 22328247  | Dosage (Millig   | rams Per   | Liter @         | 38% Fe   | CI)         | .65mg/     | 'L          |           |       |         |         |
| 13             | 16077 | 22.6  | 960379541  | 1295929     | 19080738     | 22369454  |                  |            |                 |          |             |            |             |           |       |         |         |
| 14             | 16100 | 23.4  | 961712354  | 1332813     | 19113309     | 22409976  | Total Gallons    | Sodium F   | <b>Hydroxid</b> | e:       | 329.7       | Gal        |             |           |       |         |         |
| 15             | 16125 | 24.8  | 963137385  | 1425031     | 19145796     | 22452514  | Dosage (Gallo    | ns Per H   | our @ 30        | % NaOH   | 1)          | 0.48       | Gal/Hr      |           |       |         |         |
| 16             | 16149 | 24.2  | 964530775  | 1393390     | 19178320     | 22494575  |                  |            |                 |          |             |            |             |           |       |         |         |
| 17             | 16172 | 23    | 965854895  | 1324120     | 19210641     | 22534442  | Total Gallons S  | Sulfuric A | cid:            |          | 281.5       | Gal        |             |           | •     |         |         |
| 18             | 16197 | 24.4  | 967251012  | 1396117     | 192429817    | 22576928  | Dose (Gallons    | Per Hou    | r @ 93%         | H2SO4    | )           | 0.33       | Gal/Hr      |           |       |         |         |
| 19             | 16220 | 23    | 968570799  | 1319787     | 19271972     | 22616765  |                  |            |                 |          |             |            |             |           |       |         |         |
| 20             | 16245 | 25.1  | 970004886  | 1434087     | 19307359     | 22662307  | Total Backwas    | hed        | 933,8           | 25 Gal   |             | Total R    | un Hours    |           |       | 743.5   | lours   |
| 21             | 16268 | 23.6  | 971353438  | 1348552     | 19336047     | 22703292  |                  |            |                 |          |             |            |             |           |       |         |         |
| 22             | 16293 | 24.1  | 972724772  | 1371334     | 19368417     | 22746392  | Total Water Pi   | umped      | 42,471          | ,022 Gal |             | Total B    | ackwash     | Waste     |       | 1,298,  | 274Gal  |
| 23             | 16316 | 23.7  | 974078665  | 1353893     | 19397132     | 22787028  |                  |            |                 |          |             |            |             |           |       |         |         |
| 24             | 16341 | 24.3  | 975469550  | 1390885     | 19429499     | 22829159  | Reporting Limit  | s/Units    |                 | Maximu   | m Contan    | ninant Le  | vels (MCLs  | 1         |       |         |         |
| 25             | 16364 | 23.9  | 976839550  | 1370000     | 19458555     | 22869746  | Iron = 0.100 mg  | /L         |                 | Iron (Fe | ) = 0.300 n | ng/L (Sec  | ondary)     |           |       |         |         |
| 26             | 16388 | 23.7  | 978193374  | 1353824     | 19490633     | 22912438  | Manganese = 0.   | .010 mg/L  |                 | -        |             |            | ng/L (Secon | ndary)    |       |         |         |
| 27             | 16412 | 23.7  | 979547688  | 1354314     | 19523051     | 22954846  | Arsenic = 1.0 μg | g/L        |                 | Arsenic  | (As) = 10 µ | ug/L (Prin | nary)       |           |       |         |         |
| 28             | 16436 | 24.5  | 980930727  | 1383039     | 19555503     | 22996757  |                  |            |                 |          |             |            |             |           |       |         |         |
| 29             | 16461 | 24.3  | 982314587  | 1383860     | 19588012     | 23039225  |                  |            |                 |          |             |            |             |           |       |         |         |
| 30             | 16485 | 23.9  | 983668414  | 1353827     | 19620491     | 23081022  | Prepared By:     | Steve S    | haw             |          |             | _          | Date:       | 9/2/20    | 20    |         |         |
| 31             | 16508 | 23.8  | 985026222  | 1357808     | 19652901     | 23122960  |                  |            |                 |          |             |            |             |           |       |         |         |
| Total          |       | 743.5 |            | 42,471,022  | 993,825      | 1,298,274 |                  |            |                 |          |             |            |             |           |       |         |         |



September 2, 2020

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

#### MONTHLY FLUORIDATION MONITORING REPORT

Enclosed is the Monthly Summary of the Fluoridation Monitoring from Elk Grove Water District for August 2020.

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

STEVE SHAW

WATER TREATMENT SUPERVISOR

## **ELK GROVE WATER DISTRICT AREA 2**

# DISTRIBUTION SYSTEM MONTHLY FLUORIDATION MONITORING REPORT August-20

Manitoring Posults (mg/L)

| Week | Location of Sample | Monitor   | ing Results (mg | (/L)    |              |
|------|--------------------|-----------|-----------------|---------|--------------|
|      |                    | Date      | Time            | Results |              |
| 1    | Hollow Springs     | 8/4/2020  | 6:32 AM         | 0.71    | Mo           |
| 1    | Al Gates Park      | 8/4/2020  | 6:48 AM         | 0.64    |              |
| 1    | Oreo Ranch         | 8/4/2020  | 7:00 AM         | 0.66    | Dat          |
| 1    | Blackman           | 8/4/2020  | 10:16 PM        | 0.52    |              |
|      |                    |           |                 |         | Water System |
| 2    | Hollow Springs     | 8/11/2020 | 9:41 AM         | 0.63    |              |
| 2    | Al Gates Park      | 8/11/2020 | 9:54 AM         | 0.64    | Approved     |
| 2    | Oreo Ranch         | 8/11/2020 | 10:05 AM        | 0.64    |              |
| 2    | Blackman           | 8/11/2020 | 11:03 AM        | 0.72    |              |
| 3    | Hollow Springs     | 8/18/2020 | 8:55 AM         | 0.75    |              |
| 3    | Al Gates Park      | 8/18/2020 | 10:00 AM        | 0.73    |              |
| 3    | Oreo Ranch         | 8/18/2020 | 10:20 AM        | 0.71    |              |
| 3    | Blackman           | 8/18/2020 | 12:00 PM        | 0.68    |              |
| 4    | Hollow Springs     | 8/25/2020 | 8:55 AM         | 0.66    | 9            |
| 4    | Al Gates Park      | 8/25/2020 | 9:16 AM         | 0.63    |              |
| 4    | Oreo Ranch         | 8/25/2020 | 9:33 AM         | 0.65    |              |
| 4    | Blackman           | 8/25/2020 | 10:40 PM        | 0.62    |              |
| 5    | Hollow Springs     |           |                 |         |              |
| 5    | Al Gates Park      |           |                 |         |              |
| 5    | Oreo Ranch         |           |                 |         |              |
| 5    | Blackman           |           |                 |         |              |

| split sample results: |
|-----------------------|
| /4/2020               |
|                       |

Water System Results: 0.66 mg/L

Approved Lab: 0.59 mg/L

Contact Name: Steve Shaw

Telephone: (916) 585-9386

System PWS Number: 3410008

## **Elk Grove Water District**

#### **Preventative Maintenance Program**

**Groundwater Wells** 

|                      |                        |            |                           |                       |                           |                        |                        |                        |                        |                           |     |     |     |     | · ·        |                           |             |
|----------------------|------------------------|------------|---------------------------|-----------------------|---------------------------|------------------------|------------------------|------------------------|------------------------|---------------------------|-----|-----|-----|-----|------------|---------------------------|-------------|
|                      |                        |            |                           |                       |                           |                        |                        | Month                  | ly                     |                           |     |     |     |     |            | Semi-annual               | Annual      |
|                      |                        | Refer.     | JAN                       | FEB                   | MAR                       | APR                    | MAY                    | JUN                    | JUL                    | AUG                       | SEP | ОСТ | NOV | DEC | Refer      | 1ST 6-MO. 2ND 6-MO.       | Refer. 2020 |
| 14D<br>oad           | Initials               | 7.1        | AH                        | BW                    | BW                        | AH                     | AH                     | AH                     | AH                     | AH                        |     |     |     |     | 7.2        | AH/BW                     | 7.3         |
| Well 14D<br>Railroad | Date<br>W.O. #         | Sect: 7.1  | 1/14/20<br>18424          | 2/10/20<br>18564      | 3/9/20<br>18671           | 4/6/20<br>18715        | 5/27/20<br>18789       | 6/23/20<br>18829       | 7/9/20<br>18914        | 8/18/20<br>18975          |     |     |     |     | Sect: 7.2  | 6/19/20<br>18836          | Sect: 7     |
| Well 4D<br>Webb      | Initials  Date  W.O. # | Sect: 8.1  | AH<br>1/8/20<br>18425     | AH<br>2/6/20<br>18565 | AH/BW<br>3/11/20<br>18672 | AH<br>4/7/20<br>18716  | AH<br>18790            | AH<br>18830            | AH<br>7/29/20<br>18915 | AH<br>8/14/20<br>18976    |     |     |     |     | Sect: 8.2  | AH/BW<br>6/19/20<br>18837 | Sect: 8.3   |
| Well 11D<br>Dino     | Initials Date W.O. #   | ct: 9.1    | AH 1/9/20 18426           | AH<br>2/4/20<br>18566 | AH 18673                  | AH 18717               | AH 18791               | AH 6/23/20 18831       | AH 18916               | AH 18977                  |     |     |     |     | Sect: 9.2  | AH/BW 6/19/20 18838       | Sect: 9.3   |
| Well 1D<br>School    | Initials Date W.O. #   | Sect: 13.1 | AH<br>1/3/20<br>18427     | AH<br>2/4/20<br>18567 | AH<br>3/11/20<br>18674    | AH<br>4/13/20<br>18718 | AH<br>5/27/20<br>18792 | AH<br>6/23/20<br>18832 | AH<br>7/1/20<br>18917  | AH<br>8/18/20<br>18978    |     |     |     |     | Sect: 13.2 | AH/BW<br>6/19/20<br>18839 | Sect: 13.3  |
| Well 8<br>Williamson | Initials Date W.O. #   | Sect: 11.1 | BW<br>1/8/20<br>18428     | AH<br>2/7/20<br>18568 | AH<br>3/9/20<br>18675     | BW<br>4/6/20<br>18719  | AH<br>5/27/20<br>18793 | BW<br>6/5/20<br>18833  | AH<br>7-720<br>18917   | AH<br>8/18/20<br>18979    |     |     |     |     |            |                           | Sect: 11.4  |
| Well 9<br>Polhemus   | Initials Date W.O. #   | Sect: TBD  | AH<br>1/7/20<br>18429     | AH<br>2/9/20<br>18569 | AH/BW<br>3/11/20<br>18676 | BW<br>4/6/20<br>18720  | AH<br>5/28/20<br>18794 | BW<br>6/5/20<br>18834  | AH<br>7/6/20<br>18919  | BW<br>8/18/20<br>18980    |     |     |     |     |            |                           | Sect: TBD   |
| Well 13<br>Hampton   | Initials Date W.O. #   | Sect: TBD  | AH/BW<br>1/13/20<br>18430 | AH<br>2/4/20<br>18570 | AH/BW<br>3/12/20<br>18677 | AH<br>4/6/20<br>18721  | AH<br>5/21/20<br>18795 | AH<br>6/29/20<br>18835 | AH<br>7/2/20<br>18920  | AH/BW<br>8/17/20<br>18981 |     |     |     |     | Sect: TBD  | AH/BW<br>6/19/20<br>18840 | Sect: TBD   |
|                      |                        | = Wel      | l Offline                 |                       |                           |                        |                        |                        |                        |                           |     |     |     |     |            |                           |             |

Year: 2020

## **Elk Grove Water District**

Preventative Maintenance Program

Railroad Water Treatment and Storage

Facility

|          |        |          |                 |         |         |         |         |         | Mont    | hly     |         |     | 1   | ī   |     |                 |         | Quarte  | rly     |     |                 | emi-ar       |                  | Ar              | nnual   |
|----------|--------|----------|-----------------|---------|---------|---------|---------|---------|---------|---------|---------|-----|-----|-----|-----|-----------------|---------|---------|---------|-----|-----------------|--------------|------------------|-----------------|---------|
| lt       | em     |          | Refer.          | JAN     | FEB     | MAR     | APR     | MAY     | JUN     | JUL     | AUG     | SEP | ОСТ | NOV | DEC | Refer.          | 1st     | 2nd     | 3rd     | 4th | Refer.          | 1ST 6<br>MO. | 6- 2ND 6-<br>MO. | Refer.          | 2020    |
| O O      | Ε      | Initials | n:              | АН      | AH/BW   | АН      | АН      | АН      | АН      | АН      | AH/BW   |     |     |     |     | .:<br>:-        | АН      | АН      | AH/BW   |     |                 |              |                  | .:<br>:-        |         |
| Clor-Tec | System | Date     | Section:<br>4.2 | 1/15/20 | 2/24/20 | 3/12/20 | 4/21/20 | 5/28/20 | 6/22/20 | 7/27/20 | 8/19/20 |     |     |     |     | Section:<br>4.3 | 3/25/20 | 6/10/20 | 8/19/20 |     |                 |              |                  | Section:<br>4.4 |         |
|          | S      | W.O. #   | Š               | 18434   | 18571   | 18678   | 18725   | 18800   | 18818   | 18910   | 18982   |     |     |     |     | Ň               | 18622   | 18845   | 18986   |     | J               |              |                  | Ň               |         |
| Ţ        | В      | Initials | .:<br>-:        | BW      | АН      | AH/BW   | АН      | АН      | АН      | АН      | AH/BW   |     |     |     |     |                 |         |         |         |     | Ë               | AH           |                  | ::              |         |
| Filter   | Svstem | Date     | Section:<br>5.1 | 1/2/20  | 2/6/20  | 3/12/20 | 4/9/20  | 5/27/20 | 6/23/20 | 7/27/20 | 8/24/20 |     |     |     |     |                 |         |         |         |     | Section:<br>5.2 | 6/24/2       | 0                | Section:<br>5.3 |         |
|          | Ś      | W.O. #   | Š               | 18435   | 18572   | 186979  | 18726   | 18801   | 18819   | 18911   | 18983   |     |     |     |     |                 |         |         |         |     | Š               | 18847        | '                | Š               |         |
| J.       | Е      | Initials | :(              | BW      | BW      | BW      | BW      | АН      | АН      | BW      | AH/BW   |     |     |     |     |                 |         |         |         |     | 2.2             | АН           |                  | 2.3             |         |
| Backwash | Ssvtem | Date     | ection:<br>2.1  | 1/6/20  | 2/3/20  | 3/5/20  | 4/2/20  | 5/28/20 | 6/22/20 | 7/22/20 | 8/24/20 |     |     |     |     |                 |         |         |         |     | Section:        | 6/24/2       | 0                | Section:        |         |
| Bac      | SS     | W.O. #   | Se              | 18436   | 18573   | 18680   | 18727   | 18802   | 18820   | 18912   | 18984   |     |     |     |     |                 |         |         |         |     | Sect            | 18848        | 1                | Sect            |         |
| Ž        | S      | Initials | ä               | BW      | BW      | AH/BW   | BW      | АН      | АН      | АН      | AH      |     |     |     |     |                 |         |         |         |     | ä               | AH/BW        | <i>y</i>         | Ë               |         |
| Booster  | Pumps  | Date     | Section:<br>3.1 | 1/6/20  | 2/3/20  | 3/12/20 | 4/6/20  | 5/27/20 | 6/23/20 | 7/27/20 | 8/25/20 |     |     |     |     |                 |         |         |         |     | Section:<br>TBD | 6/19/2       | 0                | Section:<br>3.2 |         |
| Bo       | Pı     | W.O. #   | Se              | 18437   | 18574   | 18681   | 18728   | 18803   | 18821   | 18913   | 18985   |     |     |     |     |                 |         |         |         |     | Se              | 18849        |                  | Se              |         |
| Г        | Ī      | Initials |                 |         |         |         |         |         |         |         |         |     |     |     |     | ä               | AH/BW   | АН      |         |     | 1               |              |                  |                 |         |
|          | LAB    | Date     |                 |         |         |         |         |         |         |         |         |     |     |     |     | Section:<br>1.1 | 3/27/20 | 6/27/20 |         |     |                 |              |                  |                 |         |
|          |        | W.O. #   |                 |         |         |         |         |         |         |         |         |     |     |     |     | Se              | 18682   | 18846   |         |     | ]               |              |                  |                 |         |
| Г        | J      | Initials |                 |         |         |         |         |         |         |         |         |     |     |     |     |                 |         |         |         |     |                 |              |                  | ::              | AH/BW   |
| Clear    | Wells  | Date     |                 |         |         |         |         |         |         |         |         |     |     |     |     |                 |         |         |         |     |                 |              |                  | Section:<br>2.4 | 2/13/20 |
| Ľ        | ^      | W.O. #   |                 |         |         |         |         |         |         |         |         |     |     |     |     |                 |         |         |         |     |                 |              |                  | Se              | 18482   |
| Г        |        | Initials |                 |         |         |         |         |         |         |         |         |     |     |     |     |                 |         |         |         |     |                 |              |                  | :-              | AH      |
|          | MCC    | Date     |                 |         |         |         |         |         |         |         |         |     |     |     |     |                 |         |         |         |     |                 |              |                  | Section:<br>1.2 | 1/15/20 |
| L        |        | W.O. #   |                 |         |         |         |         |         |         |         |         |     |     |     |     |                 |         |         |         |     |                 |              |                  | Se              | 18604   |
|          |        |          |                 |         |         |         |         |         |         |         |         |     |     |     |     |                 |         |         |         |     |                 |              |                  |                 |         |

Year: 2020

## **Elk Grove Water District**

Preventative Maintenance Program

Hampton Village Water Treatment Plant

|           |               |          |                |         |         |         |        |         |         |        |         |     |     |     |     |                 |         | 0       | .1      |     | C                     | 1             |                 |         |
|-----------|---------------|----------|----------------|---------|---------|---------|--------|---------|---------|--------|---------|-----|-----|-----|-----|-----------------|---------|---------|---------|-----|-----------------------|---------------|-----------------|---------|
| ۱.        |               |          |                |         |         |         |        |         | Month   | ııy    |         |     |     |     |     |                 |         | Quarte  | rıy     |     | Semi-an               |               | Anr             | iuai    |
|           | em            |          | Refer.         | JAN     | FEB     | MAR     | APR    | MAY     | JUN     | JUL    | AUG     | SEP | ОСТ | NOV | DEC | Refer.          | 1st     | 2nd     | 3rd     | 4th | Refer. <sub>MO.</sub> | 2ND 6-<br>MO. | Refer.          | 2020    |
| 10; mo 40 | ms            | Initials | on:            | AH/BW   | АН      | AH/BW   | АН     | АН      | АН      | АН     | AH/BW   |     |     |     |     | :uc             | AH/BW   | АН      | АН      |     |                       |               | :: 0            | AH/BW   |
| 3         | Systems       | Date     | ection:<br>TBD | 1/13/20 | 2/13/20 | 3/12/20 | 4/6/20 | 5/21/20 | 6/25/20 | 7/2/20 | 8/17/20 |     |     |     |     | Section:<br>TBD | 3/17/20 | 6/25/20 | 8/17/20 |     |                       |               | Section:<br>TBD | 3/17/20 |
| ť         | SV            | W.O.#    | Se             | 18431   | 18561   | 18668   | 18722  | 18786   | 18822   | 18903  | 18987   |     |     |     |     | Se              | 18683   | 18841   | 18990   |     |                       |               | Se              | 18685   |
| ۵.        | . 8           | Initials | .:<br>:-       | AH/BW   | АН      | AH/BW   | АН     | АН      | АН      | АН     | AH/BW   |     |     |     |     |                 |         |         |         |     | .: AΗ                 |               | .:<br>-:        |         |
| 95        | Svstem        | Date     | ection:<br>TBD | 1/13/20 | 2/13/20 | 3/12/20 | 4/6/20 | 5/21/20 | 6/25/20 | 7/2/20 | 8/17/20 |     |     |     |     |                 |         |         |         |     | Section 18843         |               | Section:<br>TBD |         |
| ľ         | · vs          | W.O. #   | Se             | 18432   | 18561   | 18669   | 18723  | 18787   | 18823   | 18904  | 18988   |     |     |     |     |                 |         |         |         |     | 18843                 |               | Se              |         |
| dactudaca | <b>B</b>      | Initials | n:             | AH/BW   | АН      | AH/BW   | АН     | АН      | АН      | АН     | AH/BW   |     |     |     |     |                 |         |         |         |     | ∴ AH                  |               | .:<br>-:        |         |
| 1         | Ssvtem        | Date     | ection:<br>TBD | 1/13/20 | 2/13/20 | 3/12/20 | 4/6/20 | 5/21/20 | 6/25/20 | 7/2/20 | 8/17/20 |     |     |     |     |                 |         |         |         |     | Section: AH           |               | Section:<br>TBD |         |
| ă         | Š             | W.O.#    | Se             | 18433   | 18563   | 18670   | 18724  | 18788   | 18824   | 18905  | 18989   |     |     |     |     |                 |         |         |         |     | ري<br>18844           |               | Sc              |         |
| If        |               | Initials | 1              |         |         |         |        |         |         |        |         |     |     |     |     | ë               | АН      | АН      | АН      |     |                       |               |                 |         |
| Ш         | LAB           | Date     |                |         |         |         |        |         |         |        |         |     |     |     |     | Section:<br>TBD | 3/23/20 | 6/25/20 | 8/17/20 |     |                       |               |                 |         |
|           |               | W.O. #   | ]              |         |         |         |        |         |         |        |         |     |     |     |     | Se              | 18684   | 18842   | 18991   |     |                       |               |                 |         |
| I         | $\mathcal{J}$ | Initials | 1              |         |         |         |        |         |         |        |         |     |     |     |     |                 |         |         |         |     |                       |               | Ë               |         |
|           | MCC           | Date     |                |         |         |         |        |         |         |        |         |     |     |     |     |                 |         |         |         |     |                       |               | Section:<br>TBD |         |
| L         |               | W.O.#    | ]              |         |         |         |        |         |         |        |         |     |     |     |     |                 |         |         |         |     |                       |               | Š               |         |

## **Elk Grove Water District**

#### Preventative Maintenance Program

#### Standby Generators

|             |          |                 |         |         |         |         |         | Montl   | nly     |         |     |     |     |     | Aı              | nnual   |
|-------------|----------|-----------------|---------|---------|---------|---------|---------|---------|---------|---------|-----|-----|-----|-----|-----------------|---------|
| Item        |          | Refer.          | JAN     | FEB     | MAR     | APR     | MAY     | JUN     | JUL     | AUG     | SEP | OCT | NOV | DEC | Refer.          | 2020    |
| ad          | Initials | n:              | АН      | AH      | AH      | AH      | AH      | AH      | AH      | АН      |     |     |     |     | :u              | АН      |
| Railroad    | Date     | ection:<br>TBD  | 1/14/20 | 2/3/20  | 3/12/20 | 4/6/20  | 5/27/20 | 6/23/20 | 7/9/20  | 8/24/20 |     |     |     |     | Section:<br>TBD | 2/3/20  |
| 8           | W.O.#    | Se              | 18438   | 18557   | 18664   | 18711   | 18796   | 18825   | 18906   | 18971   |     |     |     |     | Se              | 18456   |
| o           | Initials | .:              | АН      | BW      | AH/BW   | АН      | АН      | АН      | BW      | АН      |     |     |     |     | ::              | BW      |
| Webb        | Date     | Section:<br>TBD | 1/8/20  | 2/11/20 | 3/11/20 | 4/7/20  | 5/27/20 | 6/23/20 | 7/15/20 | 8/14/20 |     |     |     |     | Section:<br>TBD | 1/22/20 |
| >           | W.O.#    | Se              | 18439   | 18558   | 18665   | 18712   | 18797   | 18826   | 18907   | 18972   |     |     |     |     | Se              | 18456   |
|             | Initials | ::              | АН      | BW      | AH/BW   | AH      | AH      | АН      | BW      | АН      |     |     |     |     | .:              | AH/BW   |
| Dino        | Date     | Section:<br>TBD | 1/9/20  | 2/11/20 | 3/11/20 | 4/7/20  | 5/27/20 | 6/23/20 | 7/15/20 | 8/25/20 |     |     |     |     | Section:<br>TBD | 3/4/20  |
|             | W.O.#    | Se              | 18440   | 18559   | 18666   | 18713   | 18798   | 18827   | 18908   | 18973   |     |     |     |     | Se              | 18457   |
| خ ا         | Initials | ::              | АН      | AH/BW   | AH/BW   | AH      | AH      | АН      | АН      | BW      |     |     |     |     | ::              | AH/BW   |
| Admin.      | Date     | ection:<br>TBD  | 1/30/20 | 2/24/20 | 3/12/20 | 4/23/20 | 5/28/20 | 6/23/20 | 7/4/20  | 8/26/20 |     |     |     |     | Section:<br>TBD | 3/4/20  |
| Ă           | W.O.#    | Se              | 18441   | 18560   | 18667   | 18714   | 18799   | 18828   | 18909   | 18974   |     |     |     |     | Se              | 18458   |
| = Load Test |          |                 |         |         |         |         |         |         |         |         |     |     |     |     |                 |         |

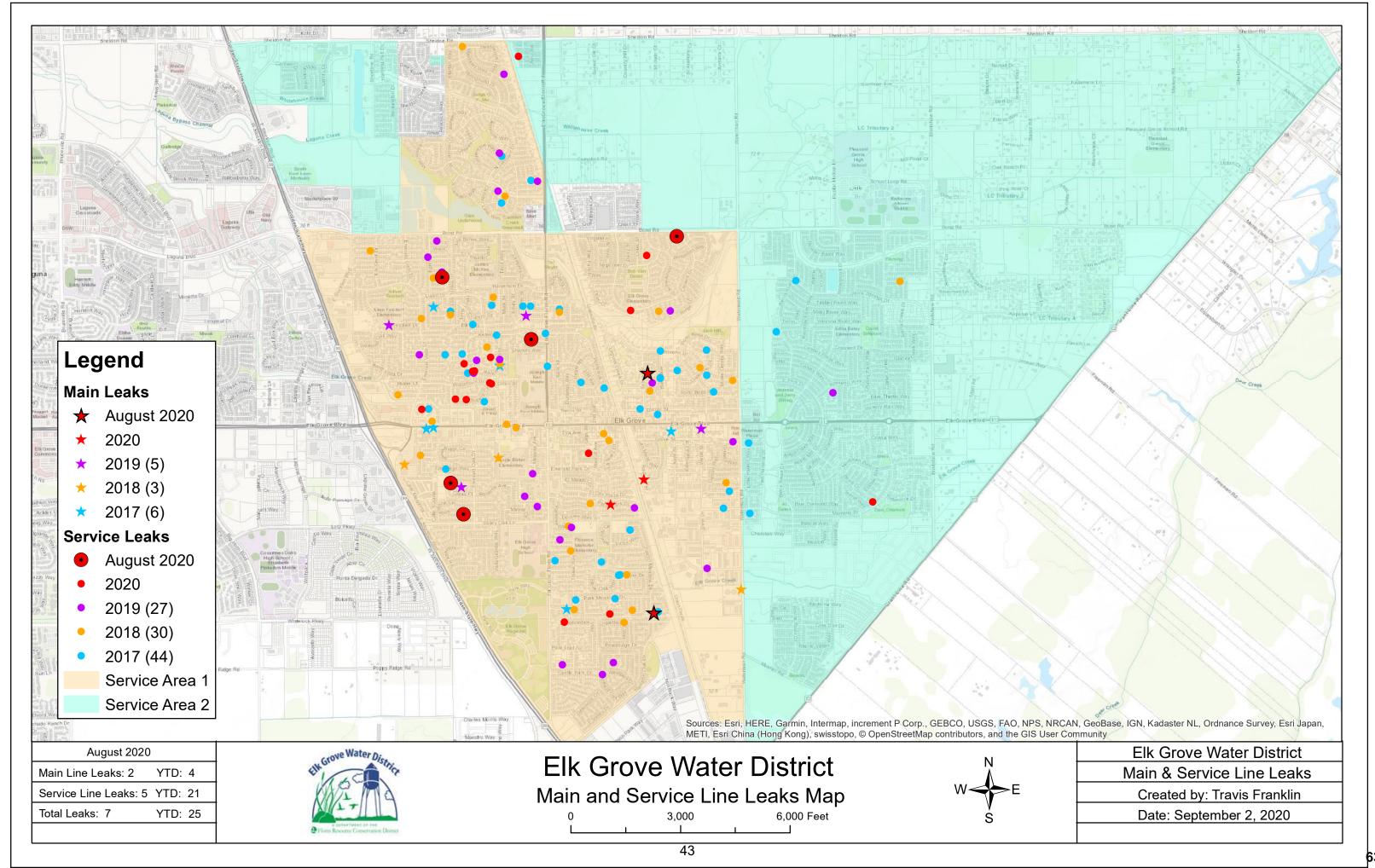
#### **Elk Grove Water District**

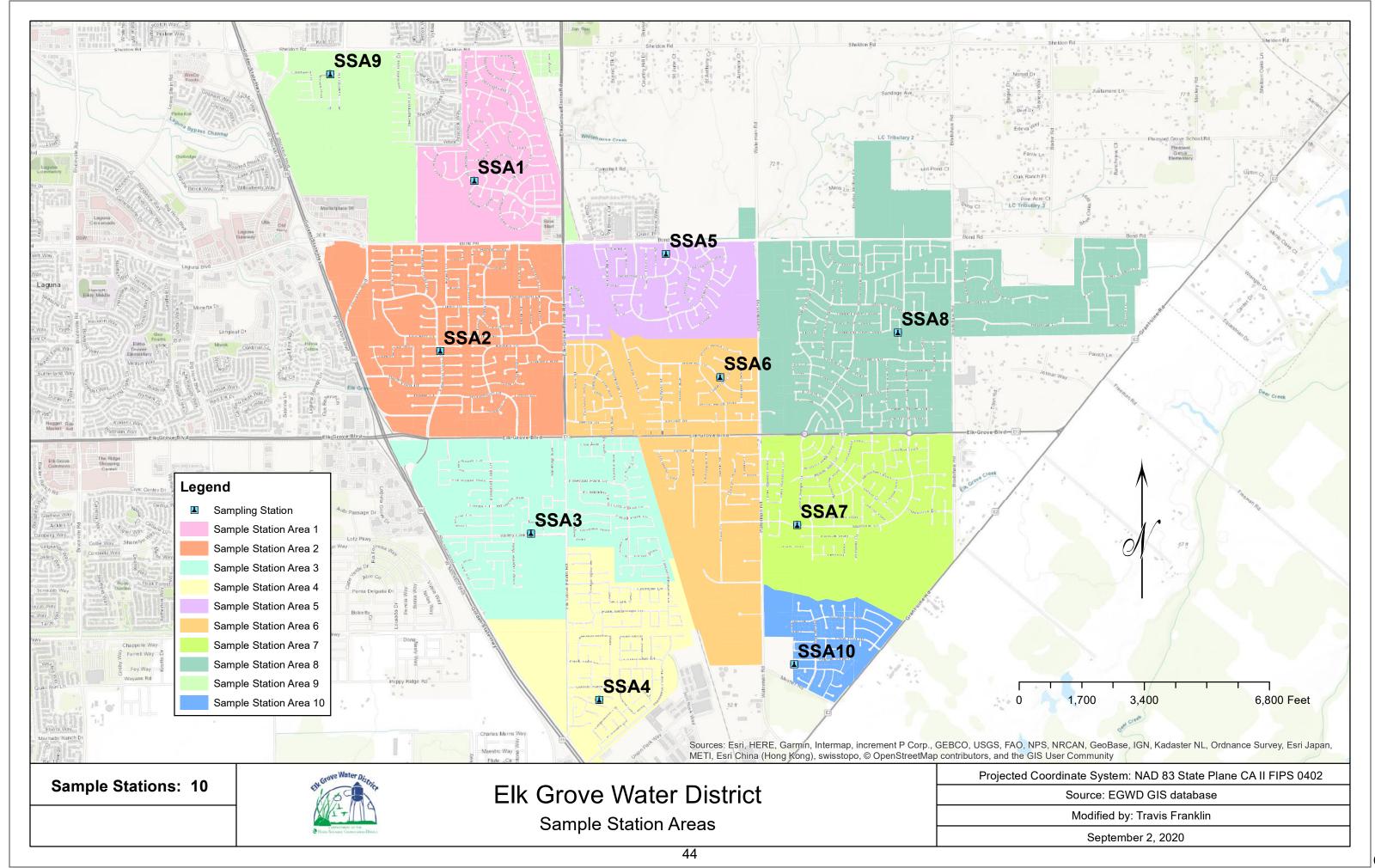
## **Cross Conection Control Program 2020**

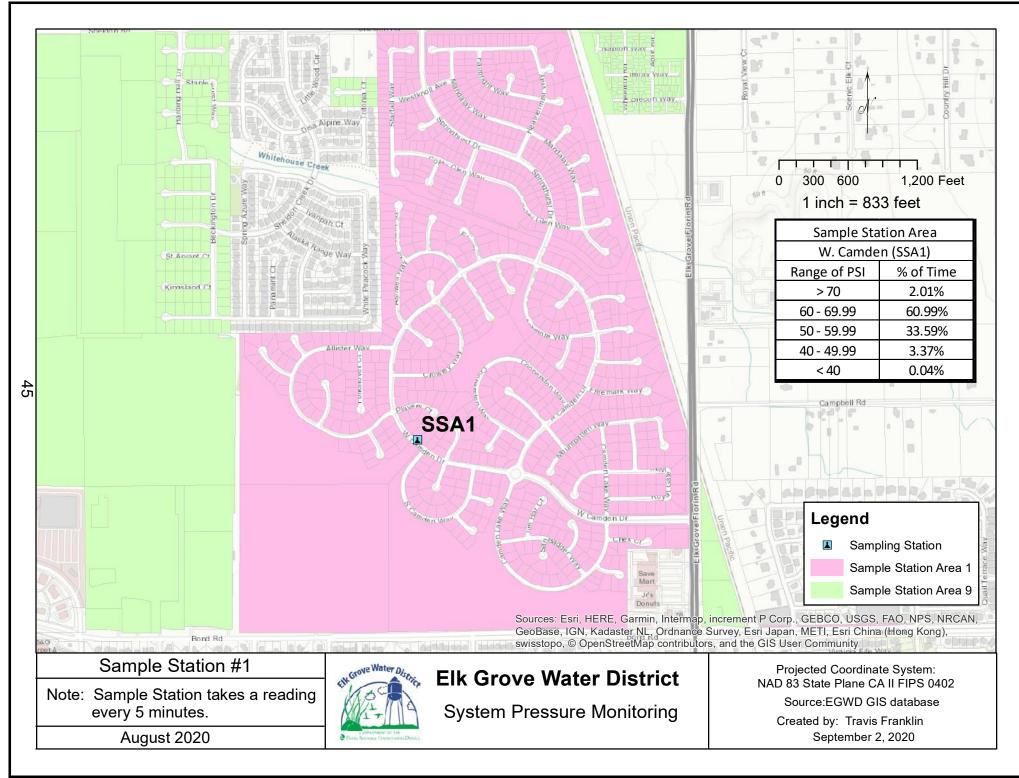
|                                 | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP                           | ОСТ | NOV | DEC | Totals |  |
|---------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-------------------------------|-----|-----|-----|--------|--|
| First Test Notices Issued       | 47  | 40  | 83  | 15  | 63  | 73  | 151 | 95  |                               |     |     |     | 567    |  |
| Passed First Test Notice        | 39  | 25  | 57  | 2   | 31  | 43  | 66  | 41  |                               |     |     |     | 304    |  |
| Initial Balance                 | 8   | 15  | 26  | 13  | 32  | 30  | 85  | 54  |                               |     |     |     | 263    |  |
| Notices Retracted               | 4   | 0   | 0   | 0   | 0   | 6   | 0   | 0   |                               |     |     |     | 23     |  |
| New Balance                     | 4   | 15  | 26  | 13  | 32  | 24  | 85  | 54  |                               |     |     |     | 253    |  |
| Second Test Notices Issued      | 4   | 15  | 26  | 13  | 32  | 24  | 85  | 54  |                               |     |     |     | 253    |  |
| Passed Second Test Notice       | 0   | 7   | 7   | 2   | 13  | 9   | 8   | 1   |                               |     |     |     | 47     |  |
| Third Test Notice Issued        | 4   | 0   | 19  | 11  | 19  | 15  | 77  |     |                               |     |     |     | 145    |  |
| Passed Third Test Notice        | 4   | 0   | 3   | 10  | 0   | 13  | 63  |     |                               |     |     |     | 93     |  |
| Devices Locked Off              | 0   | 0   | 0   | 0   | 0   | 0   | 1   |     |                               |     |     |     | 1      |  |
| Monthly Outstanding Polingyouts |     | 0   |     | 0   | 0   | 0   | 1   |     |                               |     |     |     | Γ.4    |  |
| Monthly Outstanding Delinquents | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 53  |                               |     |     |     | 54     |  |
|                                 |     |     |     |     |     |     |     | To  | Total Outstanding Delinquents |     |     |     |        |  |

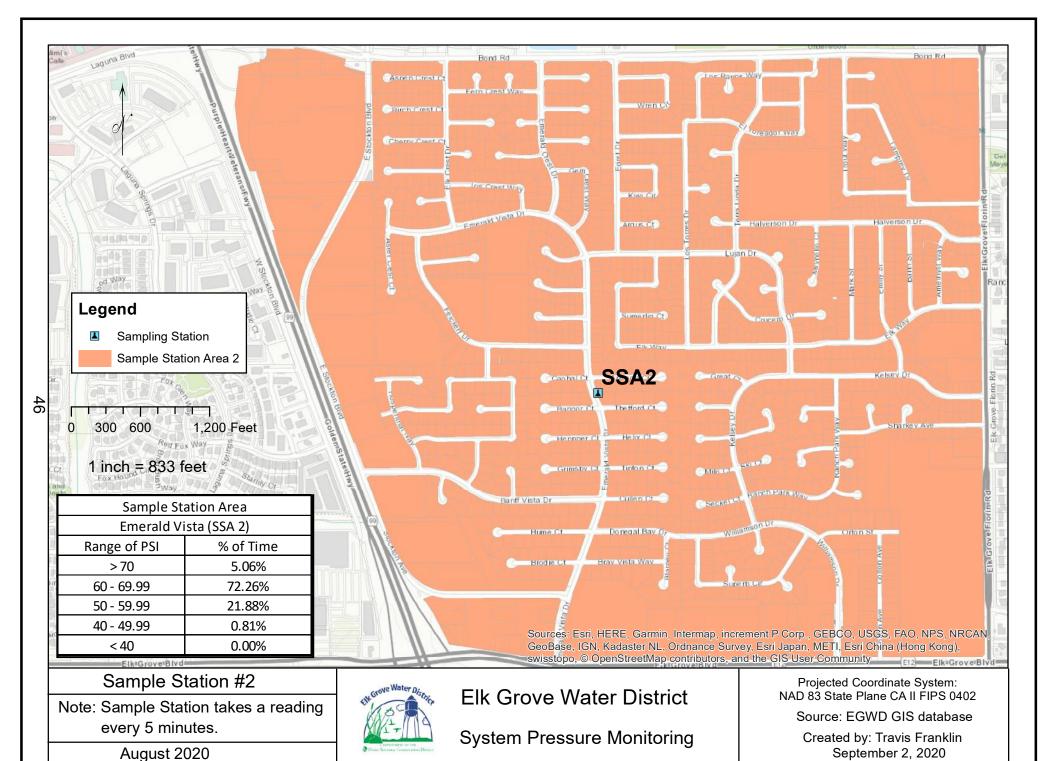
## Elk Grove Water District Safety Meetings/Training August 2020

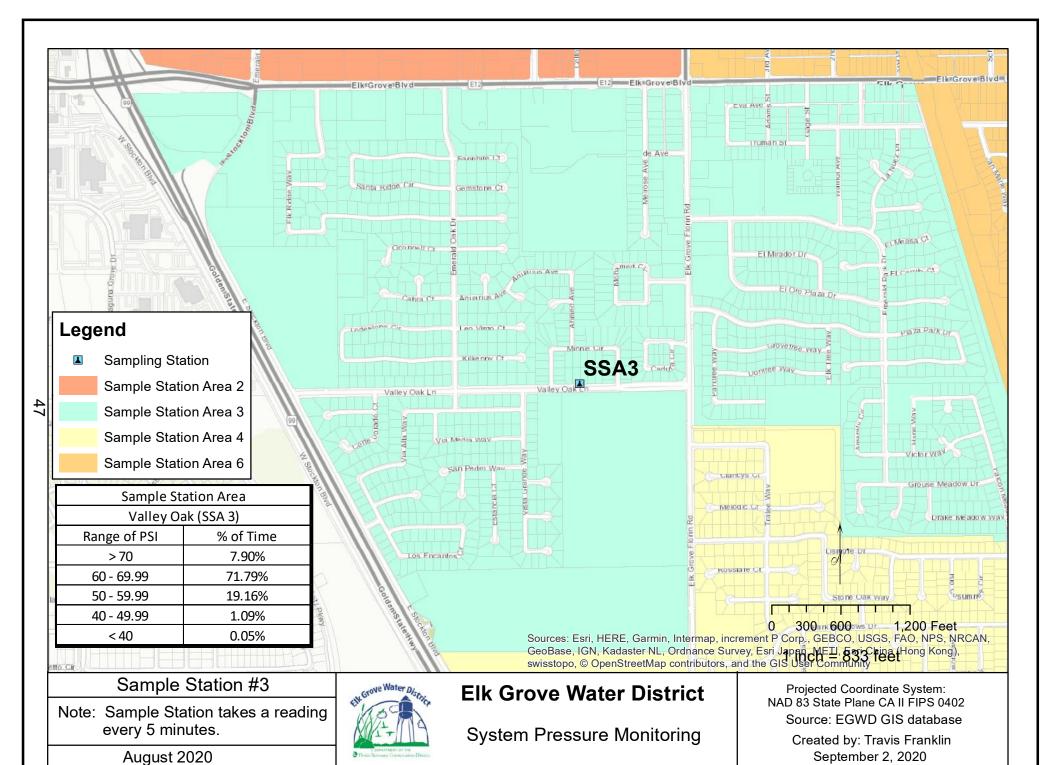
| Date      | Topic                    | Attendees   | Hosted By       |
|-----------|--------------------------|---|-----------------|
| 8/26/2020 | Wildfire Smoke<br>Safety | Alan Aragon, Travis Franklin, David<br>Frederick, Aaron Hewitt, Sean Hinton,<br>Brandon Kent, Justin Mello, Jose<br>Mendoza, Sal Mendoza, Michael<br>Montiel, Chris Phillips, Steve Shaw,<br>John Vance, Brandon Wagner, Vue<br>Xiong | Travis Franklin |

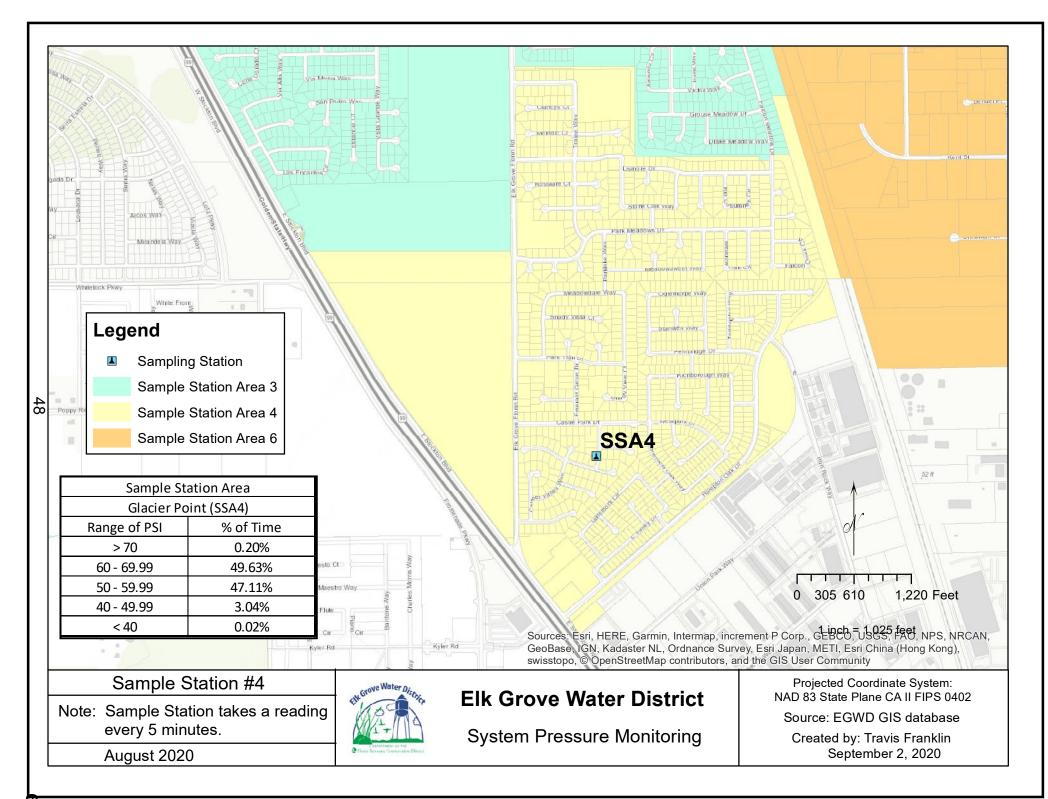




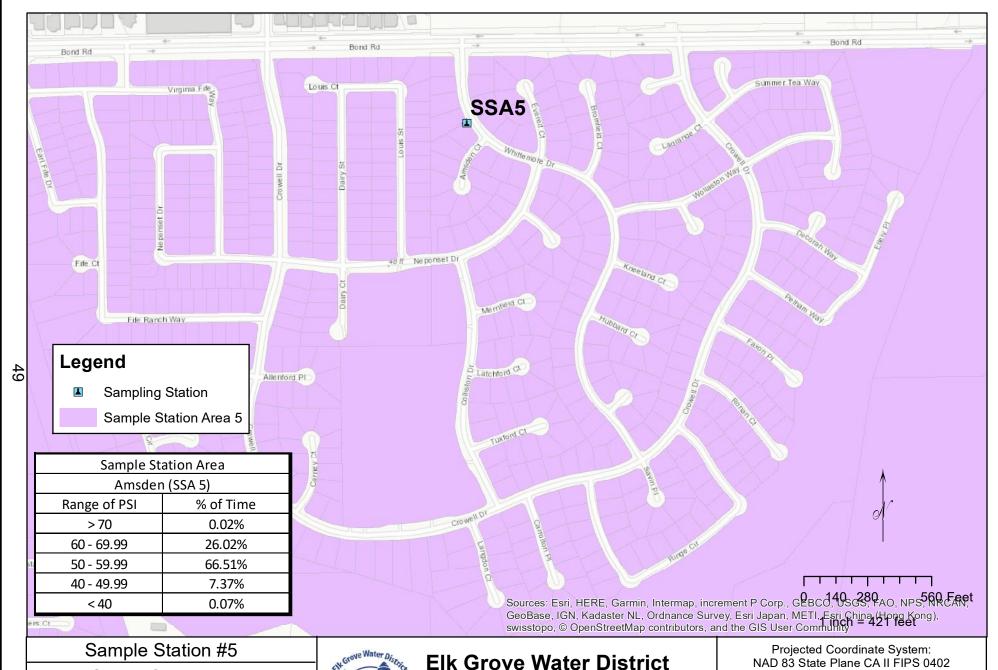








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Notes: Sample Station takes a reading every 5 minutes.

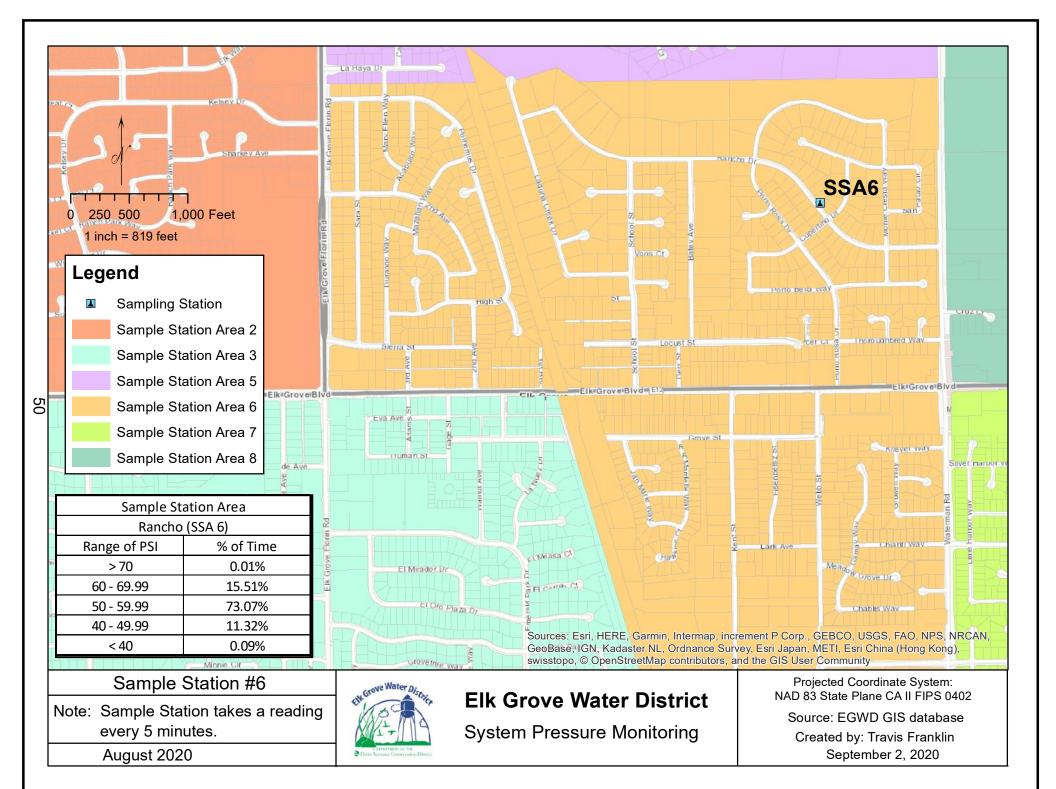
August 2020

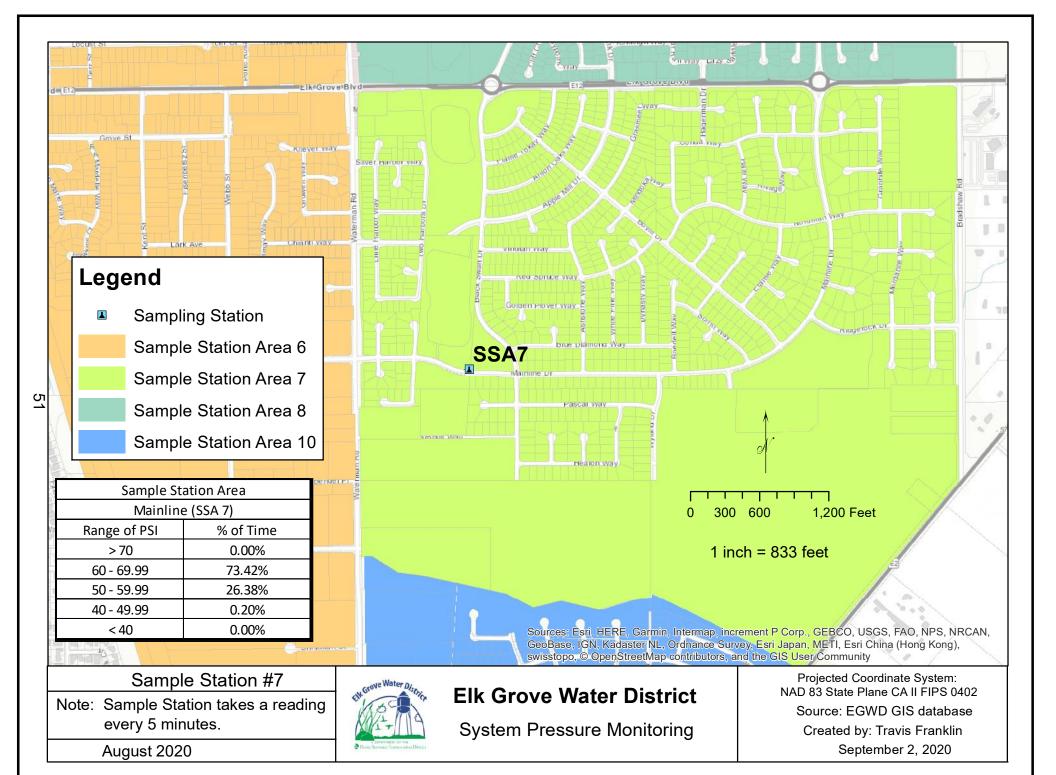


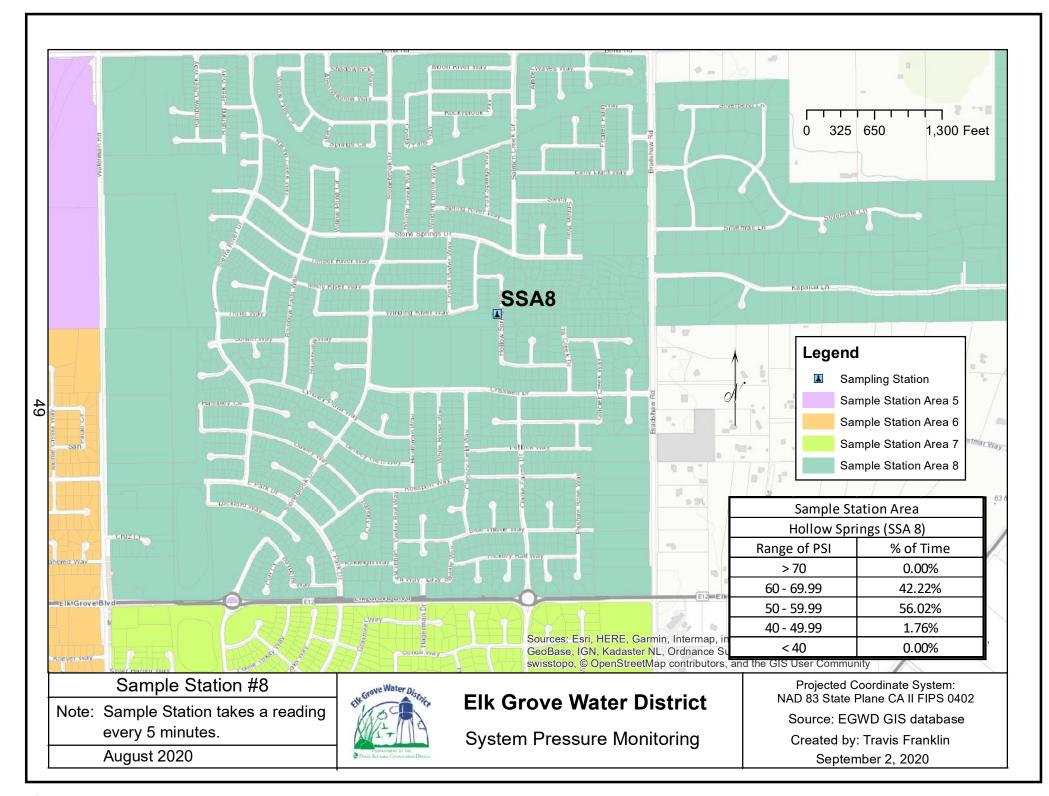
System Pressure Monitoring

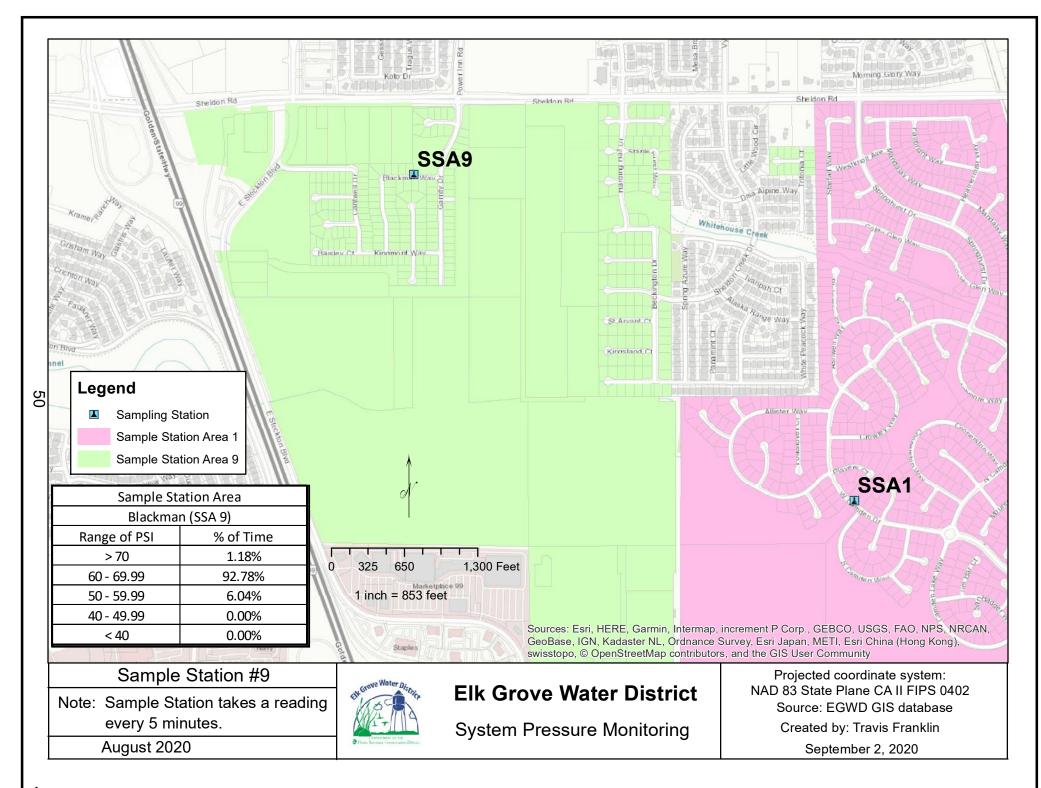
Source: EGWD GIS database

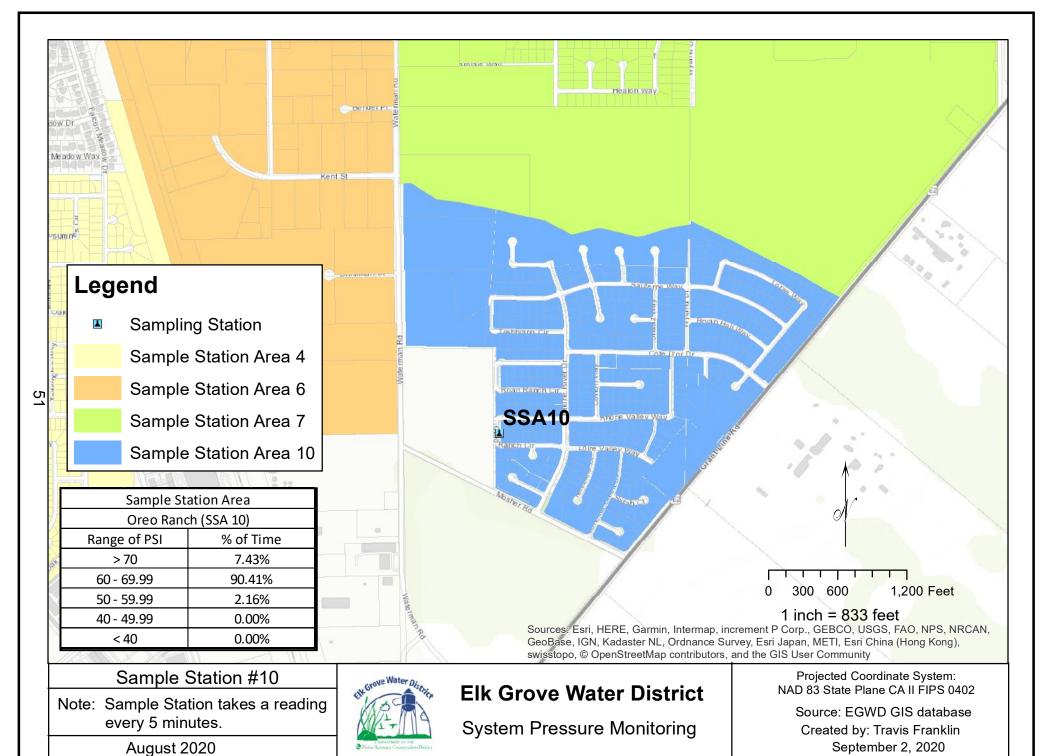
Created by: Travis Franklin September 2, 2020











TO: Chair and Directors of the Florin Resource Conservation District

FROM: Bruce M. Kamilos, Assistant General Manager

SUBJECT: VACUUM EXCAVATOR 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 \$90,800.60, including tax and license, with RDO Equipment Co. to purchase a vacuum excavator.

#### **SUMMARY**

The proposed vacuum excavator purchase would replace the oldest of three (3) vacuum excavators owned by the Elk Grove Water District (EGWD). The Florin Resource Conservation District (FRCD) Board of Directors (Board) approved purchasing a replacement vacuum excavator as part of the EGWD Fiscal Year (FY) 2020-21 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 vacuum excavator. The lowest responsive, responsible bidder was RDO Equipment Co. with a bid amount of \$90,800.60.

This action, if approved, would authorize the General Manager to execute a purchase order (Attachment 1) in the amount of \$90,800.60 with RDO Equipment Co. for the purchase of a Vermeer VX50-800 vacuum excavator.

#### DISCUSSION

#### Background

The proposed vacuum excavator purchase is for the replacement of the oldest vacuum excavator in EGWD's fleet. EGWD owns three (3) vacuum excavators. The oldest is a 2004 Ditch Witch model FX30. This equipment has required numerous repairs and is in poor condition. The vacuum excavator is a critical piece of equipment that EGWD uses daily. The equipment uses water jetting and vacuum suction to safely expose underground utilities. EGWD also uses it during water pipe repairs to remove water from the pipe trench. The Board approved purchasing a replacement vacuum excavator as part of the FY 2020-21 CIP budget. The approved budget for the vacuum excavator is \$100,000.

#### **VACUUM EXCAVATOR PURCHASE**

Page 2

#### **Present Situation**

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 RDO Equipment Co. The bids are summarized below and represent the bid amounts including tax and license.

|   | Company Name      | Bid Amount   |
|---|-------------------|--------------|
| 1 | RDO Equipment Co. | \$90,800.60  |
| 2 | Ditch Witch       | \$99,801.47  |
| 3 | Pres Tech         | \$110,279.85 |

Staff discovered that RDO Equipment made a clerical and immaterial error when adding up the line items on their bid. The line items added up to \$90,800.60. RDO Equipment's bid expressed the total as \$98,800.60. RDO Equipment has provided a signed letter (Attachment 2) acknowledging the clerical error and confirming that the correct total for the vacuum excavator is \$90,800.60.

#### **ENVIRONMENTAL CONSIDERATIONS**

There are no environmental considerations associated with the purchase of the vacuum excavator.

#### 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 vacuum excavator is \$90,800.60 including tax and license. Staff has provided the purchase order executed by RDO Equipment Co. for the

### VACUUM EXCAVATOR PURCHASE

Page 3

Board's review. The EGWD FY 2020-21 CIP approved budget is \$100,000 for the replacement of the vacuum excavator.

Respectfully submitted,

B. M. Caus las

BRUCE M. KAMILOS

ASSISTANT GENERAL MANAGER

Attachments

#### Attachment 1

# PURCHASE ORDER FOR FLORIN RESOURCE CONSERVATION DISTRICT

Purchase Order No. 21-

GL# 1700-000-20-413

| Seller:   |                             |                       |                    | Buyer:   |               |         |                           |
|---|-----------------------------|-----------------------|--------------------|--|---------------|---------|---------------------------|
| Name RDO Equipment Co.  |                             |                       |                    | Elk Grove Water District   |               |         |                           |
| Address   | Address 3980 Research Drive |                       |                    | 9257 Elk Grove Blvd.   |               |         |                           |
| City, State Zip Sacramento CA, 95838  |                             |                       |                    | Elk Grov   | e, CA 95624   |         |                           |
| Attn: Ri  | ck Draper                   |                       |                    | Attn:  | Mark Madison, | General | Manager                   |
| Phone: (9   | 16) 643-0999                | Cell: (916) 8         | 80-0644            | Phone:   | 916.685.3556  | Fax:    | 916.685.5376              |
| E-mail: rdi   | raper@rdoequip              | ment.com              |                    | E-mail:  | mmadison@egy  | vd.org  |                           |
| Project Information:  |                             |                       | Ship To:           |  |               |         |                           |
| Vermeer VX50-800 Vacuum Excavator. Equipment warranty that vendor warrants equipment to be free from defects in material or workmanship under normal use and service for a period of two (2) years, parts and labor, from the date of delivery. |                             |                       | ects in vice for a | Elk Grove Water District<br>9257 Elk Grove Blvd.<br>Elk Grove, CA 95624<br>Attn: Bruce Kamilos |               |         |                           |
|   |                             | Please forward all in | ivoices to accor   | untspayable  | @egwd.org     |         |                           |
| Order I   | Date                        | Delivery Date         | Ship V             | /ia  | FOB           |         | Payment Terms             |
| 9/8/20  | 20                          | per contract terms    |                    |  |               |         | Net 30 days of<br>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. In the event of any conflict between the language in this Purchase Order and the language in the Professional Services Agreement or Construction Contract, the language in the Professional Services Agreement or Construction Contract shall prevail over the language in this Purchase Order.

| Description Item No.                                    | Estimated<br>Quantity | Unit<br>Price | Ext. Price  | Delivery<br>Date                       |
|---|-----------------------|---------------|-------------|--|
| Vermeer VX50-800 Vacuum Excavator as per attached       | 1                     | \$84,240.00   | \$84,240.00 | 10 weeks                               |
| quote and letter acknowledging clerical error in adding |                       |               |             | from date                              |
| up line items.  |                       |               | •••         | of                                     |
|   |                       |               |             | execution.                             |
| Tax @ 7.75%   |                       |               | \$6,528.60  |  |
| DMV   |                       |               | \$25.00     | ************************************** |
| CA Tire Tax   |                       |               | \$7.00      |  |
| Total Sales Price                                       | I                     |               | \$90,800.60 |  |

[Attach Additional Sheets if necessary]

Buyer:

By: Mark J. Madison, P.E. Title: General Manager

Seller: Rick Droper

By: Rick Draper

Title: Underground Account Manager

#### 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 <u>9/8/2020</u> consisting of Article 1 through Article 22



# Request for Bids

### VACUUM EXCAVATOR

Bids due

August 27, 2020

Bids must be sent electronically by email to:

Bruce Kamilos, Assistant General Manger Elk Grove Water District bkamilos@egwd.org

#### B. Non-Collusion Affidavit:

Complete Non-Collusion Affidavit (Exhibit B) certifying that the bid is genuine and not collusive or sham.

#### 6. Evaluation Criteria

Selection of qualified vendor will be based on the lowest responsive, responsible bidder. Additional questions may be asked of vendors and demonstrations may be conducted. Vendors will be notified of any additional required information or demonstrations after the written bids have been evaluated.

#### 7. Schedule

The evaluation and contract schedule is as follows:

| ACTION ITEM  | DATE(S)            |
|--|--------------------|
| Issue Request for Bids                             | August 12, 2020    |
| Bids due by 12:00 pm                               | August 27, 2020    |
| Board of Directors Award of Contract, if necessary | September 15, 2020 |
| Execute Purchase Order Contract                    | September 17, 2020 |

#### 8. General Terms and Conditions

- A. EGWD will use the purchase order contract included as Exhibit C to procure the vacuum excavator. The vendor will be subject to all terms and conditions contained in the purchase order contract.
- B. Late Bids: It is the vendor's sole responsibility to ensure that bids are received by EGWD prior to the scheduled closing time specified in this RFB. Bids will not be accepted after the deadline.
- C. Non-commitment of EGWD: This Request for Bids does not commit EGWD to award a contract, to pay any costs incurred in the preparation of a bid to this request, or to procure or contract for services or goods. EGWD reserves the right to accept or reject any or all non-responsive bids received as a result of this request or to modify or cancel in part or in its entirety the Request for Bids if it is in the best interest of the EGWD to do so.
- D. Bid Validity Period: Submission of a bid will signify the vendor's agreement that the bid, and contents thereof, are valid for ninety (90) days following the submission of the bid and shall become part of the contract that is negotiated with the successful vendor.
- E. Documents to be Construed Together: The RFB, bid and all documents incorporated by reference in a contract entered into between the vendor and EGWD, and all modifications of said documents, shall be construed together as one document.
- F. Extra Work or Materials: EGWD shall have the right to make alterations, eliminations and additions in the work. Exercise of such right shall in no way void the contract. EGWD and the contractor shall agree upon the value of such extra work.

G. News Releases: News releases pertaining to the award of any contract resulting from this RFB shall not be made without prior approval of EGWD. EGWD's name shall not appear on customer lists advertising or other materials used to promote the contractor's services without prior written approval of EGWD.

The complete bid must be received by the date and time specified in Section 7 of this RFB.

Questions relating to this RFB may be addressed to Bruce Kamilos, Assistant General Manager, Florin Resource Conservation District, (916) 585-9385, <a href="mailto:bkamilos@egwd.org">bkamilos@egwd.org</a>.

MARK J. MADISON, P.E. GENERAL MANAGER

### EXHIBIT A – SPECIFICATION, VACUUM EXCAVATOR

| Model: UX 500 800 B00 ~  |                  |            |          |
|--|------------------|------------|----------|
| DETAILED DESCRIPTION   | BIDDERS RESPONSE |            | COMMENTS |
| General  |                  |            |          |
| Vacuum Spoil Tank Capacity - Maximum of 800 Gallons  | Comply           | Non-Comply |          |
| Spoil Tank Tilt -Fixed at 40-50 Degree Angle   | Comply           | Non-Comply |          |
| Door Type - Full Diameter Full opening   | Comply           | Non-Comply |          |
| Drain Valve Minimum - 6"   | Comply           | Non-Comply |          |
| Inlet Valve Maximum - 4"   | Comply           | Non-Comply |          |
| Tank Shut Off - Electronic Float Primary   | Comply           | Non-Comply |          |
| Suction Hose Size - 4" Hoses   | Comply           | Non-Comply | ,        |
| POWER  |                  | <u>,</u>   |          |
| Engine 49hp (or comparable)  | Comply           | Non-Comply |          |
| Fuel Tank Capacity - 12-40 Gallons   | Comply           | Non-Comply |          |
| VACUUM SYSTEM  |                  |            |          |
| Minimum CFM - 1000-1,025 cfm   | Comply           | Non-Comply | 1025     |
| Vacuum Maximum - 14-16"HG  | Comply           | Non-Comply |          |
| VACUUM FILTRATION SYSTEM   |                  |            |          |
| Cyclonic Filtration W/ Washable Filter   | Comply           | Non-Comply |          |
| Cyclone Debris Tank must be mounted with an opening door.  | Comply           | Non-Comply |          |
| FRESH WATER SYSTEM   |                  |            |          |
| Pressure - 3000-4000 PSI   | Comply           | Non-Comply |          |
| Water Flow - Range of 3-6 GPM  | Comply           | Non-Comply |          |
| Water Hose Length - 50'  | Comply           | Non-Comply |          |
| Water Capacity - 200-800 Gallon  | Comply           | Non-Comply |          |
| Clutch Type - Electric   | Comply           | Non-Comply |          |
| Relief Valve - Water System must have a relief valve that returns water back to the freshwater tank. | Comply           | Non-Comply |          |

EXHIBIT A - SPECIFICATION, VACUUM EXCAVATOR

| BOOM  |        |            |                             |
|---|--------|------------|-----------------------------|
| 270° Rotation   | Comply | Non-Comply |                             |
| Wireless remote control operated  | Comply | Non-Comply |                             |
| 4" - 6" Hose in tank  | Comply | Non-Comply |                             |
| SAFETY  |        |            |                             |
| ls trailer compliant with NATM guidelines and FMVSS regulations?            | Comply | Non-Comply |                             |
| Is there lighting on or available for this equipment for lowlight operation | Comply | Non-Comply | 20                          |
| Is operator training provided   | Comply | Non-Comply | FREE FOR LIFE<br>OF machine |

#### **EQUIPMENT WARRANTY**

Vendor warrants equipment to be free from defects in material or workmanship under normal use and service for a period of two (2) years, parts and labor, from the date of delivery.

# EXHIBIT "B" NON-COLLUSION AFFIDAVIT

| I am the Authorized Representative of ROV Eavipment the party making the   |
|--|
| I am the Authorized Representative of NOW Eavipment the party making the   |
| attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person,  |
| partnership, company, association, organization, or corporation; that the bid is genuine and not   |
| collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder  |
| to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or  |
| agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from  |
| bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement,   |
| communication, or conference with anyone to fix the bid price of the bidder or any other bidder,   |
| or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to  |
| secure any advantage against the public body awarding the contract of anyone interested in the   |
| proposed contract; that all statements contained in the bid are true; and, further, that the bidder  |
| has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the   |
| contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee   |
| to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid. |
| Thember of agent thereof to effectuate a collusive of shall bid.   |
| I certify (or declare) under penalty of perjury under the laws of the State of   |
| California that the foregoing is true and correct.   |
| Name Rick Draper Signature Rick Draper   |
| Signature Rell Dage  |
| Name fiell projet  |
| Name Kick   ) Royer  |
| Title ACCOUNT MANAGER  |
| Dated <u> </u>   |

# EXHIBIT "C" PURCHASE ORDER FLORIN RESOURCE CONSERVATION DISTRICT

Purchase Order No.

GL#

| Contractor:                |                         |                    | District:  |                        |  |
|----------------------------|-------------------------|--------------------|--|------------------------|--|
| Name                       |                         |                    | Elk Grove Water District   |                        |  |
| Address                    |                         | 9257 E             | Elk Grove Blvd.  |                        |  |
| City, State Zip            |                         | Elk Gr             | ove, CA 95624  |                        |  |
| Attn:                      |                         | Attn:              | Mark Madison, G  | eneral Manager         |  |
| Phone:                     | Fax:                    | Phone              | : 916.685.3556   | Fax: 916.685.5376      |  |
| E-mail:                    |                         | E-mail             | mmadison@egw   | d.org                  |  |
| <b>Project Information</b> | Project Information:    |                    |  |                        |  |
|                            |                         | 9257 E<br>Elk Gr   | ove Water District<br>Elk Grove Blvd.<br>ove, CA 95624<br>Iark Madison |                        |  |
|                            | Please forward all invo | ices to accountspa | yable@egwd.org   |                        |  |
| Order Date                 | Delivery Date           | Ship Via           | FOB  | Payment<br>Terms       |  |
|                            | per contract terms      |                    |  | Net 30 days of invoice |  |

District and Contractor agree as follows:

MATERIAL, EQUIPMENT AND/OR SERVICES TO BE PROVIDED: Vendor shall furnish the material, equipment and/or services described below which is incorporated into and made part of this Purchase Order. In the event of any conflict between the language in this Purchase Order and the language in the Professional Services Agreement or Construction Contract, the language in the Professional Services Agreement or Construction Contract shall prevail over the language in this Purchase Order.

| Estimated<br>Quantity | Unit<br>Price | Ext. Price                                   | Delivery<br>Date                           |
|-----------------------|---------------|--|--|
| 1                     | 84,240        |  |  |
|                       |               |  |  |
|                       | 6528,60       |  |  |
|                       | 25.00         |  | A  |
|                       | 766           |  | 1  |
|                       | 98 800 60     |  |  |
|                       |               | Quantity Price  1 84, 240  6,528, 40  25, 60 | Quantity Price  1 84, 240  6528, 60  25.24 |

[Attach Additional Sheets if necessary]

[Signature page follows]

pelivery

10 weeks

From pate

FROM P

OF EGWP

| Florin Resource Conservation District    | RDO Equipment Co.                          |
|--|--|
| Ву:                                      | By: Rick Dropper                           |
| Mark J. Madison, P.E.<br>General Manager | Rick Draper<br>Underground Account Manager |
|  |  |
|  |  |
| Attest:                                  |  |
|  |  |

Approved as to Form:

Stefani Philips District Clerk

Richard E. Nosky, Jr.
Attorney for Florin Resource Conservation District

#### PURCHASE ORDER TERMS AND CONDITIONS

ARTICLE 1. DEFINITIONS: The Term "District" as used in this PO means the FLORIN RESOURCE CONSERVATION DISTRICT, and the term "Contractor" means the person, firm, or corporation from whom the commodity of service described in the PO is 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 CONTRACT: The attached PO shall be signed and returned by the Contractor within ten (10) calendar days after it is received by the Contractor. The receipt by the District of the signed PO or the initiation of performance under this PO by the Contractor shall constitute acceptance of the PO by the Contractor, 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 Contractor are rejected unless expressly agreed to in writing by an authorized representative of the District's Purchasing Department.

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ARTICLE 11. DELAYS: Contractor will not be liable for delays in performing its obligations to the extent the delay is caused by an unforeseeable condition which is beyond Contractor's reasonable control and without Contractor'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 Contractor's reasonable control, only upon fulfillment of the following conditions: (a) within seven (7) days of the commencement of any excusable delay, Contractor shall provide District 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 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 District. If any items are defective in material or workmanship or otherwise not in conformity with the requirements of this PO, the District shall have the right to require Contractor to correct or replace them. Final acceptance or rejection shall be made by the District 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 District's rights under the "Warranty" clause.

ARTICLE 13. WARRANTIES-GUARANTEES: The Contractor warrants that the items, at time of delivery, shall conform to the District'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 District's option, the Contractor shall promptly either repair or replace defective items after receipt of the District's written notice of a defect. Transportation charges for the return and redelivery of defective items shall be borne by the Contractor. Contractor also warrants that said merchandise is free and clear of all liens and encumbrances whatsoever and the Contractor has good and marketable title to same, and Contractor agrees to indemnify, defend and hold the District, its officers, agents and employees free and harmless against any and all claimants to said merchandise.

ARTICLE 14. COMPLIANCE WITH ALL APPLICABLE LAWS: Contractor'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. Contractor 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 District 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 Contractor 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: Contractor 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 State, in connection with the furnishing of Material. Equipment, and/or Services herein requested.

ARTICLE 17. INDEMNITY: Contractor assumes all risk in connection with performance or non-performance of this PO. Contractor shall indemnify, defend, and hold harmless District 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 Contractor or by anyone directly or indirectly employed or contracted with by Contractor, 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, Contractor 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: District 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 Contractor of such notice, even though Contractor is not in breach of any obligation hereunder. Upon receipt of notice of termination, Contractor shall immediately discontinue performance and shall comply with District'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. Contractor shall advise the District, in writing, of Contractor'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 District's obligation to pay for items accepted by District 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 District which Contractor might claim as an excuse for its own failure to perform shall be deemed waived by Contractor unless it shall notify District 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 District 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. Contractor 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 Contractor or its employees or agents come onto District's property in connection with this Purchase Order, Contractor 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. District 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 District will be excess only and will not contribute with this insurance. Contractor shall submit written proof of such insurance to District prior to entrance on District's property. Contractor shall supply such bonds as required by District.

THIS CONCLUDES THE TERMS AND CONDITIONS DATED <u>01/14/2019</u> consisting of Article 1 through Article



#### RDO Equipment Co. 3980 Research Drive Sacramento CA, 95838 Phone: (916) 643-0999 - Fax: (916) 643-0998

#### EGWD and Bruce Kalimos

I turned in the bid for the Vacuum Excavator with a mistake in the total price.

On Exhibit "C" it clearly shows my unit price as \$82,240 and my sales tax @ 7.75% to be \$6,528.60 and DMV at \$25.00 and CA Tire Tax at \$7.00 "But" I inadvertently had an addition mistake and provided the wrong total.

Again the correct number at bottom of Exhibit "C" should have been and the final sales price is:

Unit Price

\$84,240.00

Tax @ 7.75%

\$6,528.60

DMV

\$25.00

Tire Tax

\$7.00

**Total Sales Price** 

\$90,800.60

Rick Droper





#### NO HASSLE HOSE.

Hang the suction hose on the side of the machine when moving between jobsites instead of coiling or disconnecting it, increasing productivity and reducing operator fatigue.



#### CAM-OVER REAR DOOR.

Provides a 360-degree positive seal, even under reverse pressure without additional clamping requirements. The highly reliable cam-over door has a no in-tank moving parts, so all maintenance is external.



#### THREE-STAGE CYCLONIC FILTRATION.

Engineered to prolong filter and blower life, the system is suitable for wet and dry applications. The cyclones use a tuned vortex system in which the outer vortex spiral forces small particles to fall into a separate canister. The filtered stream then passes up through the inner cyclone tube and is carried to the final poly filter.



#### IN-TANK WASHDOWN.

Delivers a high-pressure water spray to the tank interior helping simultaneously dump manterial and clean the inside of the tank. Saves clean up time and makes it easier to remove difficult debris.



#### **AUTO BELT TENSIONERS.**

Keeps proper belt tensions at all times and extends belt life.



#### REMOTE DRAINS.

Remote fluid drains and grease points are centrally located near operator controls for ease of service.





## VX50° 500/500LT/800/800LT VERMEER VACUUM EXCAVATORS BUILT BY MCLAUGHLIN

**ENGINE** 

Make and Model: Kubota Tier 4 Final

Fuel Type: Diesel

**Gross Horsepower:** 49 hp (36.5 kw)

Number of Cylinders: 4 Cooling Method: Water/Antifreeze

**Fuel Tank:** 24 gal (90.8 L)

**Enclosure:** Full Sound Dampening with Lockable Doors

**Auto Belt Tensioner:** Blower and Water Pump

**SPOIL TANK** 

**Spoil Tank Capacity:** 500/800 gal (1,892.7/3,028.3 L)

Rear Door Type: Cam-Over Hydraulic
In-Tank Washdown: Standard

Full Tank Shutoff: Mechanical float/Electric shutdown

Tank Lift Type: Dual cylinder

**VACUUM** 

**Filtration:** 3 Stage Cyclonic - Standard **Final Filter:** 2 Micron Washable Filter

Vacuum Blower Type: PD Blower

Vacuum Blower: 1,025 cfm (29 cm m/min)

Vacuum Mercury: 15" hg (.5 bar) Hose Length: (2) 15' (4.6 m) Hose Diameter: 4" (10.2 cm)

**WATER SYSTEM** 

Water Pump Flow: 5.6 gpm (21.2 L/min) Water Pump Pressure, max: 3,000 psi

**Clutch Type:** Electric Auto Clutch

**High Pressure Hose Length:** 50' (15 m)

Low Water Shutoff: Electric

**GENERAL WEIGHTS & DIMENSIONS: 500 GALLON** 

**Empty Weight:** 6,370 lbs (3,025.5 kg)

**Length:** 203.5" (516.9 cm) **Width:** 98.1" (249.2 cm) **Height:** 85.9" (218.2 cm)

Number of Water Tanks: (2) 125 gal (473.2 L)

**GVWR:** 12,000 lbs (5,443.1 kg) **Trailer Axles:** (2) 6,000 lbs (2,721 kg)

**GENERAL WEIGHTS & DIMENSIONS: 500 GALLON LT** 

**Empty Weight:** 6,250 lbs (2,834.9 kg)

**Length:** 203.5" (516.9 cm) **Width:** 98.1" (249.2 cm) **Height:** 85.9" (218.2 cm)

Number of Water Tanks: (2) 50 gal (189.3 L)

**GVWR:** 9,999 lb (4,535.5 kg)

**Trailer Axles:** (2) 6,000 lbs (2,721 kg)

**GENERAL WEIGHTS & DIMENSIONS: 800 GALLON** 

**Empty Weight:** 7,270 lbs (3,297.6 kg)

**Length:** 237.3" (602.7 cm) **Width:** 98.1" (249.2 cm) **Height:** 91.9" (233.4 cm)

Number of Water Tanks: (2) 205 gal (776 L)

**GVWR**: 18,000 lbs (8,164.7 kg)

**Trailer Axles:** (2) 9,000 lbs (4,082.3 kg)

**GENERAL WEIGHTS & DIMENSIONS: 800 GALLON LT** 

**Empty Weight:** 7,170 lbs (3,252.3 kg)

**Length:** 237.3" (602.7 cm) **Width:** 98.1" (249.2 cm) **Height:** 91.9" (233.4 cm)

Number of Water Tanks: (2) 125 gal (473.2 L)

**GVWR:** 16,000 lbs (7,257.5 kg)

**Trailer Axles:** (2) 9,000 lbs (4,082.3 kg)

**AVAILABLE OPTIONS** 

Reverse Flow: Standard

Strong Arm: 500: N/A; 500LT: Yes; 800: Yes; 800LT: N/A

Hot Box Water Heater: Yes Arrow Board: Optional

No Hassle Hose: Optional

**Hydraulic Boom:** 500: Yes; 500LT: N/A; 800: Yes; 800LT: N/A

Specifications subject to change without notice.

or other countries. McLaughlin and the McLaughlin
Reserved. Printed in the U.S.A. Please recycle.

A VERMEER COMPANY







RDO Equipment Co. 3980 Research Drive Sacramento CA, 95838 Phone: (916) 643-0999 - Fax: (916) 643-0998

#### EGWD and Bruce Kalimos

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\$6,528.60

DMV

\$25.00

Tire Tax

\$7.00

Total Sales Price

\$90,800.60

TO: Chair and Directors of the Florin Resource Conservation District

FROM: Mark J. Madison, General Manager

SUBJECT: SACRAMENTO CENTRAL GROUNDWATER AUTHORITY FISCAL

YEAR 2020-21 CONTRIBUTION

#### RECOMMENDATION

It is recommended that the Florin Resource Conservation District Board of Directors authorize the General Manager to pay the Fiscal Year 2020-21 contribution, in the amount of \$73,464, to the Sacramento Central Groundwater Authority.

#### SUMMARY

On May 13, 2020, the Sacramento Central Groundwater Authority (SCGA) adopted the proposed Fiscal Year (FY) 2020-21 budget, which specified the contribution amounts from member agencies, including the Florin Resource Conservation District/Elk Grove Water District (FRCD/EGWD). The contribution amount for FRCD/EGWD is \$73,464. Because this contribution amount exceeds the General Manager's approval authority of \$50,000, this payment must be approved by the FRCD Board of Directors (Board).

It is recommended that the Board authorize the General Manager to pay the FY 2020-21 contribution, in the amount of \$73,464, to SCGA.

#### **DISCUSSION**

#### Background

On May 13, 2020, SCGA adopted the proposed FY 2020-21 budget, which specified the contribution amounts from member agencies, including the FRCD/EGWD.

On July 6, 2020, the County of Sacramento (Sac County) invoiced the FRCD/EGWD, on behalf of SCGA, \$73,464, for its annual contribution toward the SCGA FY 2020-21 budget (attached).

#### **Present Situation**

FRCD/EGWD continues to be a governing Board Member of SCGA and has been very active in working with SCGA and associated working groups to develop a Groundwater Sustainability Plan (GSP) for the South American Groundwater Subbasin. This GSP is

# SACRAMENTO CENTRAL GROUNDWATER AUTHORITY FISCAL YEAR 2020-21 CONTRIBUTION

Page 2

required pursuant to the 2014 Sustainability Groundwater Management Act (SGMA) and is due to the State on January 31, 2022.

The recent invoice from Sac County essentially includes the annual dues assessed to remain as an active participant in SCGA. The invoice amount has increased by \$6,635 from the FY 2019-20 amount, due to the elevated costs involved in preparing the GSP. It is anticipated that following the completion of the GSP, the FRCD/EGWD annual contribution amounts should be reduced to below \$50,000 per year.

#### **ENVIRONMENTAL CONSIDERATIONS**

There are no environmental considerations associated with this item.

#### STRATEGIC PLAN CONFORMITY

This item complies with the FRCD/EGWD 2020-2025 Strategic Plan as Strategic Goal 7, Water Industry Leadership, because it recommends an ongoing goal of demonstrating water industry leadership through partnership and active participation in regional and statewide efforts. More specific as an objective to achieve that Goal, it is recommended that the FRCD/EGWD "participate and actively engage in local and regional water associations, agencies and committees to address regional statewide water efforts."

#### FINANCIAL SUMMARY

Funds for the full contribution amount (\$73,464) have been budgeted for, and approved, in the EGWD's FY 2020-21 Operating Budget.

Respectfully submitted,

MARK'J. MADISON GENERAL MANAGER

MJM/bk

Attachment





Sacramento Central Groundwater Authority Managing Groundwater Resources in Central Sacramento County

827 7th St, Rm 301 Sacramento, CA 95814

Tel: (916) 874-6851 Fax: (916) 874-5698 www.scgah2o.org

July 2, 2020

Darrell K. Eck Interim Executive Director

Mark Madison

RE:

California-American Water Company

9257 Elk Grove Blvd, STE A

City of Elk Grove

Elk Grove, CA 95624

City of Folsom

City of Rancho Cordova

City of Sacramento

County of Sacramento

Florin Resource Conservation District/Elk Grove Water Service

Golden State Water Company

Omochumne-Hartnell Water District

Rancho Murieta Community Services District

Sacramento Regional County Sanitation District

Agricultural Representative

Agricultural-Residential Representative

Commercial/Industrial Representative

Conservation Landowners

Public Agencies/Self-Supplied Representative

Elk Grove Water District/Florin Resource Conservation District

FY 2020-21 Annual Contribution to Sacramento Central Groundwater Authority (SCGA)

The SCGA was established to maintain the long-term sustainable yield of the Central Sacramento County Groundwater Basin according to the provisions of the Central Sacramento County Groundwater Management Plan.

Per Resolution 2020-01 of the Sacramento Central Groundwater Authority, adopted by the Authority on May 13, 2020, please remit the annual contribution for the FY 2020-21 SCGA budget as detailed below.

Elk Grove Water District/Florin Resource Conservation District \$73,464.00

Remittance is due and payable within 30 days of receipt of this billing. Please make check(s) payable to Sacramento County Water Agency and send remittance to the following address:

> Sacramento Central Groundwater Authority c/o Finance-Fiscal Services P.O. Box 1587 Sacramento, CA 95812-1587 Attention: Accounts Receivable

If you have any questions regarding this, please contact Trang Ha at (916)874-1929 or by email at hat@saccounty.net.





#### INVOICE

#### COUNTY OF SACRAMENTO PO BOX 1587 SACRAMENTO, CA 95812 (916) 874-6701

07/06/2020

Mailing Address 1000000665 FINANCE MANAGER - PATRICK LEE FRCD - ELK GROVE WATER SERVICES 9257 ELK GROVE BLVD STEA ELK GROVE CA 95624

**Billing Customer** 1000000665 FINANCE MANAGER - PATRICK LEE FRCD - ELK GROVE WATER SERVICES 9257 ELK GROVE BLVD STEA ELK GROVE CA 95624

**Billing Date** 

Terms

Charges Posted Through

07/06/2020

07/06/2020

PAYABLE IMMEDIATELY

Billing Document 90388148

Location

Order

Location Desc.

Description

2020/2021 Annual Contribution to SCGA

Amount

73,464.00

**Total Amount Due** 

\$ 73,464.00

| FRCD   | /EGWS    |
|--|----------|
| AMOUNT APPROVED APPROVED BY ENTERED BY JOB REFERENCE GL CODE | DATEDATE |

Be advised, projects will not be accepted nor will performance bonds be released until all oustanding fees have been paid in full. Please refer to Account Statement for all transactions affecting your account balance.

Page 1/1

Return this portion with your payment - Make check payable to County of Sacramento

## COUNTY OF SACRAMENTO PO BOX 1587 SACRAMENTO, CA 95812 (916) 874-6701

FINANCE MANAGER - PATRICK LEE FRCD - ELK GROVE WATER SERVICES 9257 ELK GROVE BLVD STEA ELK GROVE CA 95624

**Due Date** 07/06/2020 Customer 1000000665 Order **Billing Document** 90388148 **Business Area** 096B **Funds Center** 0960001 Amount Due \$73,464.00 Amount Enclosed

#### SACRAMENTO CENTRAL GROUNDWATER AUTHORITY

#### **RESOLUTION NO. 2020-01**

### RESOLUTION ADOPTING AND ASSIGNING COSTS TO FUND ADMINISTRATIVE AND PROGRAM BUDGETS FOR FISCAL YEAR 2020/2021 AND ADJUST ANNUAL CONTRIBUTIONS

WHEREAS, on August 29, 2006 the Joint Powers Agreement Between the City of Elk Grove, the City of Folsom, the City of Rancho Cordova, the City of Sacramento and the County of Sacramento Creating the Sacramento Central Groundwater Authority ("JPA") established a separate public entity identified as the Sacramento Central Groundwater Authority ("AUTHORITY") with its own Board of Directors; and

WHEREAS, the AUTHORITY was created to maintain the long-term sustainable yield of the Central Basin in accordance with the Central Sacramento County Groundwater Management Plan; and

WHEREAS, the JPA identifies member annual contributions to fund the purposes of the AUTHORITY;

WHEREAS, Section 8(e) of the JPA provides for the AUTHORITY's adjustment of funding contributions subject to compliance with Section 8 (c) which requires an affirmative vote of eleven of the sixteen members of the governing board that includes affirmative votes by all of the representatives of the Cities of Elk Grove, Folsom, Rancho Cordova and Sacramento, and the County of Sacramento:

WHEREAS, the AUTHORITY's administrative budget for fiscal year 2020/2021 is specified in Attachment A. The budget includes projections of revenues, staff expenses, consultant expenses, office expenses and Groundwater Management Plan related expenses. The administrative budget is required to finance the administrative activities necessary to manage the Central Sacramento County groundwater management area.

### NOW, THEREFORE, be it resolved by the SCGA Board of Directors:

- 1. The above recitals are correct and the SCGA Board of Directors so finds and determines.
- 2. The SCGA Board of Directors finds and determines that:

- a. The SCGA administrative budget for fiscal year 2020/2021 as specified in Attachment
   A is hereby adopted; and
- b. The annual contributions to fund the SCGA administrative budget for fiscal year 2020/2021 are revised from the initial funding contributions identified in the JPA Section 8(d), and annual contributions for fiscal year 2020/2021 will be calculated pursuant to Attachment B; and
- c. Billing for the fiscal year 2020/2021 annual contributions shall be mailed not later than thirty (30) days following the adoption of this resolution with payment to be made within thirty (30) days of receipt of billing.

ON A MOTION by Director Rauh, and seconded by Director Thompson, the foregoing resolution was passed and adopted by the Board of Directors of SCGA this 13th day of May, 2020, by the following vote, to wit:

AYES:

Directors,

Eising, Ewart, Fadl, Jacobs, Liebig, Madison, Martin, Ocenosak,

Rauh, Schubert, Thandi, Thompson, Wackman, Werder, Williams

NOES:

Directors,

(None)

ABSENT:

Directors,

Aragon

ABSTAIN:

Directors,

(None)

RECUSAL:

Directors,

**FORMED** 

AUGUST 29, 2006

IFORN

(None)

(PER POLITICAL REFORM ACT (§ 18702.5.)

(SEAL)

Chair of the Board of Directors

of the Sacramento Central Groundwater Authority, a duly formed Joint Powers

Authority

,

ATTEST:

Clerk of the Board of Directors of

the Sacramento Central Groundwater Authority

#### ATTACHMENT A - FISCAL YEAR 2020-2021 Authority's Budget (Page 1 of 3)

FUND: Sacramento Central Groundwater Authority (096B) ACTIVITY: Groundwater Supply Operations (0960001)

| FISCAL | YEAR | 2020-2024 |  |
|--------|------|-----------|--|

| Name of the second of the seco |     | Actual<br>012-2013 |          | Actual<br>2013-14 | 17.      | Actual<br>2014-15 |    | Actual<br>2015-16  |     | Actual 2016-17 | L | Actual<br>2017-18 | L  | Actual<br>2018-19 | Λdı | opted Budget<br>2019-20 |      | mated<br>19-20   |    | equested<br>2020-21 |
|--|-----|--------------------|----------|-------------------|----------|-------------------|----|--|-----|----------------|---|-------------------|----|-------------------|-----|-------------------------|------|------------------|----|---------------------|
| MEANS OF FINANCING   |     |                    |          |                   |          |                   |    |  |     |                | l |                   |    |                   | l   | - 1                     |      |                  |    |                     |
| Reserves:  |     |                    |          |                   |          |                   | ı  |  | ١., |                | ı |                   | 1  |                   |     |                         |      |                  |    |                     |
| Prior Year Fund Balance  | \$  | 714,927            | \$       | 139,454           | \$       | 116,451           | 8  | 357,143  | s   | 248,656        | 5 | 110,227           | S  | 152,332           | \$  | 131,150                 | 5    | 131,150          | \$ | 2                   |
| Revenues   | 200 |                    | -        |                   | 0.0      | .04353756894      |    | 67011/64/50:00   | 100 |                |   |                   |    |                   | 623 | 89464(8)80-             |      | 2010/03/03/03/03 |    |                     |
| Contributions from Member Agencies<br>Interfund Charges (Transfer In / Out) reimbursement from<br>SCGA WPP fund  |     | 254,492            |          | 244,222           |          | 236,962           |    | 210,423  |     | 565,568        |   | 641,585           |    | 852,707           |     | 873,499                 |      | 873,499          |    | 1,236,539           |
| Reserve Release  |     | -                  |          |                   |          | 278,934           | ı  | 37,139   |     | 103,437        | ı | 118,334           | 1  |                   |     |                         |      | -                |    | 309,292             |
| interest Income  |     | 5,332              |          | 864               |          | 2,280             | ı  | 1,503  |     | 6,443          | ı | 8.417             |    | 15,770            |     | 14,250                  |      | 15,001           |    | 6.001               |
| Grant Re-mbursement/Contributions from Other Agencies  |     |                    |          |                   |          | 91,595            | ı  | 108,229  |     |                | ı |                   |    |                   |     | 37,500                  |      | -                |    | 1,363,251           |
| Encumbrance Rollover from Prior Year   |     | (1,370)            | I EXSKER | 1,870             | 31.707/1 | ICC IC I WALL     |    | ACTION AND ADDRESS OF THE PERSON ADDRESS OF THE PERSON AND ADDRESS OF THE PERSON A |     |                |   |                   |    |                   |     |                         |      |                  |    | 11/3/2020/2/3/2/1   |
| Total Means of Financing   | \$  | 973,381            | \$       | 386,410           | \$       | 726,222           | \$ | 714,437  | S   | 924,104        | S | 878,563           | \$ | 1,020,809         | s   | 1,056,399               | \$ 1 | ,019,650         | \$ | 2,915,083           |
| FINANCING USES   |     |                    |          |                   |          |                   |    |  |     |                | l |                   |    |                   |     |                         |      |                  |    |                     |
| Provision for Reserves<br>Interfund Charges (Transfer In / Out) reimbursement from<br>SCGA WPP fund  | \$  | 707,430            | \$       | 31,626            | \$       | *                 | \$ | •  | \$  |                | S | ¥                 | \$ | 196,109           | \$  | 68,66B                  | \$   | 68,668           | \$ | 9                   |
| Salanas / Benefits   |     | 1.5                |          | -                 |          |                   | ı  | 9  |     | 10             | ı |                   |    | -                 |     |                         |      |                  |    |                     |
| Services & Supplies  |     | 126,497            |          | 238,333           |          | 369,079           |    | 465,781  |     | 810,525        | ı | 726,231           |    | 693,550           |     | 987,731                 |      | 950,982          |    | 2,915,083           |
| Other Charges  |     |                    |          |                   |          |                   |    | -  | _   |                |   |                   |    |                   | α   | -                       |      | -                |    | -                   |
| Total Financing Uses   | \$  | 833,927            | S        | 269,959           | s        | 369,079           | \$ | 465,781  | \$  | 810,525        | S | 726,231           | \$ | 889,659           | s   | 1,056,399               | \$ 1 | 019,650          | \$ | 2,915,083           |
| AJE for prior year reduction in interest revenue   |     |                    |          |                   |          |                   | -  |  | \$  | (3,352)        |   |                   |    |                   |     |                         |      |                  |    | and the same of     |
| ENDING FUND BALANCE  | 5   | 139,454            | \$       | 116,451           | S        | 357,143           | S  | 248,656  | S   | 110,227        | 5 | 152,332           | 5  | 131,150           | \$  |                         | \$   | -                | 5  |                     |

20% Minimum Reserve Amount

\$ 583,017

# ATTACHMENT A - FISCAL YEAR 2020-2021 Authority's 2-Year Budget Breakdown (Page 2 of 3)

| ATTACHMENT A - Reserve Account Contributions/(Releases) Authority's Budget (Page 1 of 3) | Adopted<br>FY19/20<br>Budget | Proposed<br>FY20/21<br>Budget |
|--|------------------------------|-------------------------------|
| Reserve Account  |                              |                               |
| Reserve Account Balance 7/1  | \$<br>398,429                | \$<br>467,097                 |
| Reserve Account Contributions/(Releases)   | <br>68,668                   | (309,292)                     |
| Remaining Reserve Balance  | \$<br>467,097                | \$<br>157,805                 |
| Operating Account  |                              |                               |
| Beginning Operating Fund Balance   | \$<br>131,150                | \$<br>-                       |
| Revenues:  |                              |                               |
| Contributions from Member Agencies   | 873,499                      | 1,236,539                     |
| Reserve Release  | -                            | 309,292                       |
| Interest Income  | 14,250                       | 6,001                         |
| Grants/Contributions from Other Agencies   | 37,500                       | 1,363,251                     |
| Total Means of Financing   | \$<br>1,056,399              | \$<br>2,915,083               |
| FINANCING USES   |                              |                               |
| Salaries/Benefits  | \$<br>_                      | \$<br>~                       |
| Services & Supplies:   |                              |                               |
| Staff Expenses   | 467,682                      | 452,907                       |
| Consultant Expenses  | 507,489                      | 2,449,616                     |
| Office Expenses  | 12,560                       | 12,560                        |
| Provision for Reserve  | 68,668                       | -                             |
| Total Financing Uses   | \$<br>1,056,399              | \$<br>2,915,083               |

#### ATTACHMENT A - FISCAL YEAR 2020-2021 Quarterly Operating Expenses and Revenues (Page 3 of 3)

| Operating Expenses          | Amended Budget (\$ Dollar) | Notes  |
|-----------------------------|----------------------------|--|
| 1. Staff Expenses           |                            | "Staff Expenses" were not covered in the cost breakdown provided in the GMP                      |
| Administration Support      | \$ 336,149                 | County Administrative and Technical Staff, etc. (G/L 20293403)                                   |
| Legal Counsel               | 93,439                     | Gounty Counsel (G/L 20253100)  |
| Financial                   | 18,178                     | County Water Resource Finance/Accounting Staff (G/L 20293403)                                    |
| AFS Contract Services       | 3,643                      | Contract payment & writing allocation costs and AR (G/L 20293401=\$619 and G/L 20291900=\$3,022) |
| Travel/Conference           | 1,500                      | G/L 20202900   |
| Total Staff Expenses        | \$ 452,900                 |  |
| 2. Consultant Expenses      |                            |  |
| Audit Report                | \$ 6,000                   | Audit Expense (G/L 20250500)   |
| Technical Services          | 2,443,616                  | Consultant Services (G/L 20259100)   |
| Total Consultant Expenses   | \$ 2,449,616               | ;  |
| 3. Office Expenses          |                            |  |
| General Liability Insurance | \$ 6,500                   | Annual premium paid to Sacramento County Risk Management (G/L 20205200)                          |
| IT Support/Web Support      | 5,760                      | Website Development and Maintenance (G/L 20291100)   |
| Office Supplies/Postage     | 150                        | G/L 20207600   |
| Dues & Subscriptions        |                            | Membership dues (G/L 20206100)   |
| Total Office Expenses       | \$ 12,560                  |  |
| GRAND TOTAL                 | \$ 2,915,083               |  |

Note 1. List of projected outside legal services with estimated costs for current fiscal year only.

| 1 General Counsel                             | \$<br>33 | 3,439 |
|---|----------|-------|
| 2 Rates/P218 - Colantuono Highsmith & Whatley | 20       | 0.000 |
| 3 On-Call Counsel                             | 40       | 0,000 |
| Total   | \$<br>93 | 3,439 |
|   |          |       |

Dollars (\$)

Note 2. List of projected consultant services with estimated costs for current fiscal year only.

| SUII | and services with estimated costs for corrent list | ai year only. |              |  |
|------|--|---------------|--------------|--|
|      |  |               | Dolfars (\$) |  |
| 1    | On-Call - GEI (amendment 6 remainder)              | \$            | 5,000        |  |
| 2    | On-Call - GEI (Staffing)                           |               | 550,000      |  |
| 3    | Rate Study - HDR                                   |               | 50,000       |  |
| 4    | LWA GSP Development                                |               | 962,725      |  |
| 5    | WC GSP Development                                 |               | 855,891      |  |
| 6    | LWA Real-time Monitoring CASGEM                    |               | 20,000       |  |
|      | Total  | \$            | 2,443,616    |  |

5/7/2020

## ATTACHMENT B (Page 1 of 2) Authority's Members Contribution (FISCAL YEAR 2020-2021)

|                                   | Base | Contribution | Connection Contribution | Groundwater Usage<br>Contribution |      | Total Annual<br>Contribution |
|-----------------------------------|------|--------------|-------------------------|-----------------------------------|------|------------------------------|
| Board Members                     | •    |              |                         | •                                 |      |                              |
| City of Folsom                    | \$   | 20,000       | \$ 18,802               | \$ -                              | 5    | 38,802                       |
| City of Rancho Cordova            |      | 20,000       |                         |                                   | - -  | 20,000                       |
| City of Sacramento                |      | 20,000       | 192,245                 | 20,7                              | 52   | 232,997                      |
| City of Elk Grove                 |      | 20,000       | -                       |                                   | 寸    | 20,000                       |
| County of Sacramento/ SCWA        |      | 20,000       | 108,094                 | 168,0                             | 81   | 296,175                      |
| FRCD/Elk Grove Water District     |      | 10,000       | 25,012                  | 38,4                              | 52   | 73,464                       |
| Rancho Murieta CSD                |      | 10,000       | 1,000                   |                                   | -    | 11,000                       |
| Cal-Am Water Company              |      | 10,000       | 73,117                  | 147,6                             | 40   | 230,757                      |
| Golden State Water Company        | Ì    | 10,000       | 30,299                  | 80,5                              | 13   | 120,812                      |
| Omochumne-Hartnell Water District |      | _            | -                       | . [                               | -1   | -                            |
| SRCSD                             |      | 10,000       |                         |                                   | -1   | 10,000                       |
| Ag Interests                      |      | ÷            | -                       | 138,5                             | 31   | 138,531                      |
| Ag-Res Interests                  |      |              |                         | 44,0                              | 01   | 44,001                       |
| Comm/Industrial Self Supplied     |      | -            | -                       |                                   | -1   |                              |
| Public Agency Self Supplied       |      |              | ,                       |                                   | -    |                              |
| Conservation Land Owners          |      |              |                         |                                   | -    | -                            |
| Total                             | \$   | 150,000      | \$ 448,569              | \$ 637,9                          | 70 1 | 1,236,539                    |

#### Base Contribution Component

- Annual Base Contribution is \$10,000 for non-signatory public agency members and \$20,000 for signatory members

#### Connection Contribution Component

- -Annual Connection Contribution is \$1,000 plus \$2.05 per connection for number of water service connections over the 1,000 connection minimum
- An annual minimum Connection Contribution of \$1,000 is assessed for water districts with less than the 1,000 connection minimum

#### Groundwater Usage Component

- Annual Groundwater Usage Contribution is \$9.42/acre-foot of groundwater pumped from the basin averaged over previous three calendar years
- Annual Groundwater Usage Contribution by Agriculture is 25-percent of the estimated annual pumping (as determined by SCWA) at the rate of \$9.42/acre-foot and paid out of SCWA Zone 13 funds
- Annual Groundwater Usage Contribution by Agriculture/Residential is 25-percent of the estimated annual pumping (as determined by SCWA) at the rate of \$9.42/acre-foot and paid out of SCWA Zone 13 funds

## ATTACHMENT B (Page 2 of 2) Groundwater Usage Component (FISCAL YEAR 2020-2021)

| Water Purveyors                     | Pumping Amount (acre-feet) | Exclusion (acre-feet)         | Net Pumping<br>(acre-feet) | Rate<br>(\$/acre-foot) | Contribution |
|-------------------------------------|----------------------------|-------------------------------|----------------------------|------------------------|--------------|
| Commercial/Industrial Setf Supplied | 0                          |                               | ,                          | \$ 9.42                | -            |
| Public Agencies/Self Supplied       |                            | 0                             | ———— <u> </u>              |                        | -            |
| FRCD/Elk Grove Water District       | 4,082                      |                               | 4,082                      | 9.42                   |              |
| Omochumne-Hartnell Water District   | ,,,,                       | <u> </u>                      | 4,082                      | 9.42                   | 38,452       |
| Rancho Murieta CSD                  | j j                        | 0                             |                            | 9.42                   |              |
| California-American Water Co.       | 15,673                     |                               |                            | 9.42                   |              |
| Golden State Water Company          | 8,547                      |                               | 15,673                     | 9.42                   | 147,640      |
| County of Sacramento/ SCWA          | 17,843                     |                               | 8,547                      | 9.42                   | 80,513       |
| City of Sacramento                  |                            |                               | 17,843                     | 9.42                   | 168,081      |
| sty of Castamente                   | 2,203                      | 0]                            | 2,203                      | 9.42                   | 20,752       |
| Ag and Conservation Land Owners     | 25% of                     | estimated pumping (See Note : | 1)                         |                        |              |
| Agricultural Interests              | 58.824                     | 25%                           | 14.706                     |                        |              |

| Ag and Conservation Land Owners                 | 25% of estimate | ed pumping (See Note 1) |        |              |         |
|---|-----------------|-------------------------|--------|--------------|---------|
| Agricultural Interests Conservation Land Owners | 58,824<br>0     | 25%<br>25%              | 14,706 | 9.42<br>9.42 | 138,531 |
| Agriculture-Residential                         | 25% of estimate | ed pumping (See Note 1) |        |              |         |

Agriculture-Residential 4,671 44,001

Total \$ 637,970

Note 1. 25% of estimated Ag and Ag-Res pumping is used to account for net groundwater loss from crop evapotranspiration, consumption, and runoff losses

Water Service Connection Component (FISCAL YEAR 2020-2021)

| Nater Purveyors                     | Number of Connections | Minimum Number of | Number of Connections                 | Rate            | Contribution |
|-------------------------------------|-----------------------|-------------------|---------------------------------------|-----------------|--------------|
| <u> </u>                            |                       | Connections       | Exceeding Minimum                     | (\$/connection) |              |
| Commercial/Industrial Self Supplied |                       | 1.000             |                                       | \$ 2.05         | ė –          |
| Public Agencies/Self Supplied       |                       | 1,000             |                                       | 2.05            | ·            |
| City of Folsom                      | 9.584                 | 1,000             | 8,684                                 |                 |              |
| City of Sacramento                  | 94,290                | 1,000             |                                       | 2.05            | 18,802       |
| FRCD/Elk Grove Water District       | 12,713                | 1,000             |                                       | 2.05            | 192,245      |
| Omochumne-Hartnell Water District   | 12,713                | 1,000             | 11,713                                | 2.05            | 25,012       |
| Rancho Murieta CSD                  | 768                   | 1,000             |                                       | 2.05            |              |
| California-American Water Co.       | 36.179                |                   | · · · · · · · · · · · · · · · · · · · | 2.05            | 1,000        |
| Golden State Water Company          |                       | 1,000             | 35,179                                | 2.05            | 73,117       |
|                                     | 15,292                | 1,000             | 14,292                                | 2.05            | 30,299       |
| County of Sacramento/ SCWA          | 53,241                | 1,000             | 52,241                                | 2.05            | 108,094      |
|                                     |                       |                   |                                       | Total           | £ 440 ECO    |

Total \$ 448,569

TO: Chair and Directors of the Florin Resource Conservation District

FROM: Bruce M. Kamilos, Assistant General Manager

SUBJECT: AMEND AND REPLACE PUBLIC WORKS CONSTRUCTION

CONTRACTS POLICY AND APPROVE DELIVERY METHOD FOR

ADMINISTRATION BUILDING PROJECT

#### **RECOMMENDATION**

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

- 1. Adopt Resolution No. 09.15.20.01, amending and replacing the Public Works Construction Contracts Policy; and
- 2. Approve the design-assist/build delivery method for the Tenant Improvements, District Administration Building project.

#### SUMMARY

The Florin Resource Conservation District (FRCD) is currently in escrow to purchase property for the purpose of constructing tenant improvements to the building located on the property. On August 24, 2020, the Building Improvements Advisory Committee (BIAC) met to discuss the timeline of activities related to the project and to agree on a recommended project delivery method. At the BIAC meeting, Bob Earl, FRCD's project management consultant, recommended the design-assist/build (DAB) method for the project. Staff also sought the opinion of two (2) reputable design firms and both agreed that the DAB method would be an excellent approach for the project. The BIAC agreed that the DAB approach is the preferred delivery method for the project and agreed to make that recommendation to the FRCD Board of Directors (Board) at the regular board meeting on September 15, 2020.

In order for the DAB approach to be used, staff has revised the Public Works Construction Contracts Policy (Policy) to include procedures and rules covering the DAB method. The revised Policy (attached) is provided for the Board's review.

#### **DISCUSSION**

#### Background

On November 14, 2018, the FRCD adopted Resolution No. 11.14.18.01, establishing the Public Works Construction Contracts Policy. This Policy established the FRCD officers' authority and procedural requirements for public works construction contracts. The Policy

# AMEND AND REPLACE PUBLIC WORKS CONSTRUCTION CONTRACTS POLICY AND APPROVE DELIVERY METHOD FOR ADMINISTRATION BUILDING PROJECT Page 2

addresses two (2) types of delivery methods for public works projects, design-bid-build (DB) and design/build (DB). The Policy identifies the procedures and rules when using the DBB method. The Policy, however, is silent on procedures and rules for public works construction contracts using the DB method.

#### **Present Situation**

The FRCD is currently in escrow to purchase property for the purpose of constructing tenant improvements to the building located on the property. The improved building would become the Elk Grove Water District's (EGWD) new administration building. On August 24, 2020, the BIAC met to discuss the timeline of activities related to the project and to agree on a recommended project delivery method. The BIAC included Directors Bob Gray and Sophia Scherman, EGWD staff personnel Mark Madison, Bruce Kamilos, Patrick Lee and Stefani Phillips, and FRCD-retained consultant Bob Earl.

Mr. Earl, who has considerable expertise in construction management, presented the DAB delivery method to the BIAC. Mr. Earl recommends that FRCD use the DAB method for the Tenant Improvements, District Administration Building project (Project). The DAB method can be summarized as follows:

The owner of a project, FRCD in this case, contracts separately with a designer and contractor. The design firm partially completes the design at which time a contractor is selected through a competitive process based upon a combination of qualifications and quantitative criteria. The contractor's contract is typically a two-part contract: the first part is for preconstruction services, and the second part is for construction services. During the preconstruction services phase, the contractor budgets the costs of the project at stages throughout the design. At an agreed-upon stage of the design, usually when the design is completed, the contractor then puts the project out to bid to the subcontractor community, and the contractor proposes a contract price for construction. The owner has the option to terminate the contractor contract at completion of preconstruction services, in addition to all other termination rights it has, if a contract price cannot be agreed upon or if the owner loses confidence in the contractor's ability to perform the construction.

The DAB method allows the owner to build a team where the designer and contractor work closely together to deliver a project that is well-conceived and constructible. Collaboration between the designer and contractor allows for value to be built into the project at all phases of design. Mr. Earl believes that the DAB approach will provide the

# AMEND AND REPLACE PUBLIC WORKS CONSTRUCTION CONTRACTS POLICY AND APPROVE DELIVERY METHOD FOR ADMINISTRATION BUILDING PROJECT Page 3

best value for FRCD on the Project. Staff also sought the opinions of two (2) reputable design firms, Dreyfuss-Blackford Architecture and CDH Architecture, and both firms agreed that the DAB method would be an excellent approach for FRCD on the Project. The BIAC agreed that the DAB approach is the preferred delivery method for the Project and agreed to make that recommendation to the Board at the regular board meeting on September 15, 2020.

In order for FRCD to use the DAB method for the Project, staff has revised the Policy to include DAB as a delivery method. The redline version (Attachment 1) of the Policy has been provided for the Boards review. Section 7 of the revised Policy identifies the procedures and rules for public works construction constructs using the DAB method, as well as the DB and DBB methods.

#### **ENVIRONMENTAL CONSIDERATIONS**

There are no environmental considerations associated with this item.

#### STRATEGIC PLAN CONFORMITY

The recommendation made in this staff report conforms to Goal 1, Governance and Customer Engagement, of the FRCD/EGWD 2020-2025 Strategic Plan which identifies the importance of conducting public affairs in an effective and transparent manner.

#### FINANCIAL SUMMARY

There is no financial impact associated with this item.

Respectfully submitted,

B. M. Cams los

BRUCE M. KAMILOS

ASSISTANT GENERAL MANAGER

Attachments

#### **RESOLUTION NO. 09.15.20.01**

## A RESOLUTION OF THE FLORIN RESOURCE CONSERVATION DISTRICT BOARD OF DIRECTORS AMENDING AND REPLACING THE PUBLIC WORKS CONSTRUCTION CONTRACTS POLICY

WHEREAS, the Florin Resource Conservation District (District) is required by California law to adopt purchasing policies and procedures; and

WHEREAS, California Public Resources Code, Division 9 set forth the authority and process for establishing purchasing policies and procedures; and

WHEREAS, an appropriate procurement policy will assist the District by documenting the bidding requirements and procedures for public works construction contracts; and

WHEREAS, the District Board of Directors (Board) adopted the Public Works Construction Contracts by Resolution No. 11.14.18.01; and

WHEREAS, the District wishes to amend and replace the Public Works Construction Contracts Policy to provide for three (3) project delivery methods; design-bid-build, design/build, and design-assist/build.

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

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

SECTION 2. The Board hereby adopts Resolution 09.15.20.01, amending and replacing the Public Works Construction Contracts Policy as incorporated herein, and attached hereto as Exhibit "A."

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

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

**PASSED, APPROVED AND ADOPTED** by the Florin Resource Conservation District Board of Directors on this 15<sup>th</sup> day of September 2020 by the following vote:

| AYES: NOES: ABSENT: ABSTAIN:        |                     |  |
|-------------------------------------|---------------------|--|
|                                     | Tom Nelson<br>Chair |  |
|                                     |                     |  |
|                                     |                     |  |
| ATTEST:                             |                     |  |
| G. C. : DUI                         |                     |  |
| Stefani Phillips<br>Board Secretary |                     |  |
| APPROVED AS TO FORM:                |                     |  |
|                                     |                     |  |
| Richard E. Nosky                    |                     |  |
| District Legal Counsel              |                     |  |

# **EXHIBIT "A"**

# FLORIN RESOURCE CONSERVATION DISTRICT "PUBLIC WORKS CONSTRUCTION CONTRACTS POLICY"

[Attached behind this cover page]

#### FLORIN RESOURCE CONSERVATION DISTRICT

#### ADOPTED BY FRCD RESOLUTION NO. 09.15.20.01

### PUBLIC WORKS CONSTRUCTION CONTRACTS POLICY

**Purpose of the Policy:** The purpose of this policy is to establish the Florin Resource Conservation District (District) officers' authority and procedural requirements for Public Works Construction Contracts. All contracts for public works construction services required by the District shall be made in accordance with this policy.

- **Section 1.** Public Works Construction Projects shall include the construction, reconstruction, erection, alteration, renovation, improvement, demolition, painting or repair of any publicly owned, leased or operated facility.
- **Section 2.** Capital improvement projects can be completed under numerous contractual formats between the owner, and design and construction service providers. Three delivery methods for public works projects are design-bid-build (DBB), design/build (DB) and design-assist/build (DAB). DB and DAB shall only be considered in accordance with California law. The District will utilize the method deemed most appropriate based on capacity, cost, risk and schedule:
  - (1) Design-bid-build (DBB): owner contracts separately with a designer and a contractor. The design firm is hired to deliver 100 percent complete design documents. The owner or agent then solicits fixed price bids from contractors to perform the work. Designers and contractors bear no contractual obligation to one another and the owner bears all risk associated with the completeness of the design documents.
  - (2) Design/build (DB): owner typically hires a single entity, the design/builder, to perform both design and construction under a single contract. Portions or all of the design and construction may be performed by the entity or subcontracted to other companies. DB is characterized by high levels of collaboration between the design and construction disciplines, input from multiple trades into the design, and a single entity bearing project risk. Typically, the general contractor is responsible contractually for this delivery method. One variation of DB is to have the builder provide the owner with a construction cost estimate at the 75% design stage. Based on the cost estimate, the owner reserves the option to sever ties with the builder and bid the project instead.
  - (3) Design-Assist/Build (DAB): owner contracts separately with a designer and contractor. The design firm partially completes the design at which time the contractor is selected through a competitive process based upon a combination of qualifications and quantitative criteria. The contractor's contract is typically a two-part contract: the first part is for pre-construction services, and the second part is for construction services, where the contract price for construction services is not established until after subcontractor bidding. During the preconstruction services phase, the contractor budgets the costs of the project

at stages throughout the design. At an agreed-upon stage of the design, usually when the design is completed, the contractor then puts the project out to bid to the subcontractor community, and the contractor proposes a contract price for construction. The owner has the option to terminate the contractor contract at completion of preconstruction services, in addition to all other termination rights it has, if a contract price cannot be agreed upon or if the owner loses confidence in the contractor's ability to perform the construction.

- **Section 3.** Before a contract is signed by any District representative or is brought to the District Board of Directors (Board) as an agendized item, the contract must:
  - (1) Include appropriate insurance and indemnification provisions reviewed by District Legal Counsel;
  - (2) Be approved as to form by District Legal Counsel;
  - (3) Be approved as to budget availability and purchasing procedural compliance by the General Manager or Finance Manager; and
  - (4) Be signed by the other party unless it's a contract that must go before the Board and requires the other party to acquire payment and/or performance bonds. In this case, the contract shall be taken to the Board unsigned by either party.
- **Section 4.** Each contract entered into under the policy shall be filed with the Finance Supervisor and shall be retained in accordance with the District's adopted retention policy.
- **Section 5.** It is against District policy to split into smaller orders the contract for services for the purpose of evading the competitive bidding provisions of this policy.
- **Section 6.** The General Manager or the Board may reject any or all bids received as part of the bidding process.
- **Section 7.** The procedures and rules for public works construction contracts are as follows:
  - (1) Public Works Construction Contracts (Contracts valued less than \$100,000) using the DBB method: For Public Works Construction Contracts valued less than \$100,000, District staff shall use the following informal, competitive bidding procedures:
    - i. Solicit informal bids or quotations by written request (via fax, e-mail, or mail) from at least three contractors, or justify why such quotations were not possible or justified;
    - ii. The District shall select the Bidder quoting the lowest responsive, responsible quotation. If another Bidder is selected, the reasons for not selecting the Bidder with the lowest quote shall be documented and included as an attachment to the owner's record of contract;
    - iii. **Execution of Contract.** A construction contract (short-form version) shall be used as the form of contract and must be approved by the General

Manager. Two (2) copies of the contract must be wet signed by the successful Bidder and both wet-signed copies returned to the District, together with complete, certified copies of the Performance Bond, Payment Bond and certificates of insurance, within 10 calendar days of the Bidder's receipt of the construction contract documents. Prior to the General Manager approving the contract, District Legal Counsel shall review the contract and provide approval as to the contract's form. After legal counsel review, the General Manager shall review the construction contract, the availability of budgeted funds to cover the contract, and compliance with proper contracting procedures;

- iv. A multiple year contract with a total cost that is projected to cost less than \$100,000 over the term of the contract shall be governed by the same procedures above.
- v. Change Orders. For contracts valued at less than \$100,000, the General Manager may approve change orders or contract amendments. Change orders more than 20% of the original contract must be reported to the Board at the next regular Board meeting. In the event that the change order and the original contract amount exceeds the General Managers signing authority of \$100,000, the change order must be approved by the Board.
- (2) Public Works Construction Contracts (Contracts valued at \$100,000 or more) using the DBB method: For Public Works Construction Contracts valued at \$100,000 or more, District staff shall use the following formal, competitive bidding procedures:
  - i. Call for Bids. After preparation of plans and specifications, a notice inviting sealed bids shall be published in a newspaper of general circulation in the District a minimum of 14 days in advance of the bid opening, however, it is preferred to give 3 weeks' notice before bid opening. The notice inviting sealed bids shall also be advertised on the District's website and shall be sent to such interested persons as may be determined by the General Manager.
    - a. Form of Call for Bids. The invitation for bids shall contain:
      - i. A statement that the plans and specifications of the Work to be constructed may be purchased at the District Office;
      - ii. A particular description of the portion of the Work advertised if less than the whole Work is advertised;
      - iii. A statement that the District will receive sealed bids for the construction of the Work advertised or any portion of the Work designated by the District;

- iv. A statement that the contract or contracts for the Work advertised will be awarded to the lowest responsive, responsible Bidder or Bidders, but that any or all bids may be rejected;
- v. A statement of the time and place for opening the bids; and
- vi. Such other information as may be required by the District.
- ii. **Submission of Bids.** Bids shall be submitted on forms supplied by the District, and under sealed cover. Each bid shall be accompanied by cash, a certified cashier's check, or bond secured from a surety company satisfactory to the District in the amount indicated within the bid documents, as bid security.
- iii. **Opening of Bids.** Bids shall be publicly opened at the time and place specified in the Call for Bids.
- iv. **Bid Acceptance and Evaluation.** Acceptance of any bid shall be by action of the Board. The Board reserves the right to waive any irregularity; to reject any or all bids, and to re-advertise for bids, or proceed to construct the Work, or any part of it with District forces.
  - a. Bids containing omissions, erasures, alterations, conditions, or additions not called for can be rejected.
- v. **Bid Award.** The Board shall award the contract for the Work to the lowest responsive, responsible Bidder.
  - a. In determining whether a bidder is responsible, consideration may be given to:
    - i. The ability, capacity and skill of the Bidder to perform the Work:
    - ii. The ability of the Bidder to perform the Work within the time specified without delay;
    - iii. The ability of the Bidder to perform the Work in a safe manner;
    - iv. The character, integrity, reputation, judgment, experience and efficiency of the Bidder; and
    - v. The quality of the Bidder's performance on previous work with the District.

#### vi. Relief of Bidders.

- a. A Bidder shall not be relieved of his/her bid unless by consent of the Board of Directors upon a showing by the Bidder to the satisfaction of the Board that:
  - i. A mistake was made; and
  - ii. The Bidder gave the District written notice within five days after the opening of bids of the mistake; specifying in the notice in detail how the mistake occurred; and
  - iii. The mistake made the bid materially different than the bidder intended it to be; and
  - iv. The mistake was made in filling out the bid and not due to error in judgment or carelessness in inspecting the site of the Work or in reading the plans or specifications.
  - v. A Bidder who claims a mistake or forfeits his/her bid security shall be prohibited from participating in further bidding on the project on which the mistake was claimed or security forfeited.
- vii. **Return of Bid Guarantees.** After bids have been received and reviewed by the District, Bid Guarantees, except those submitted by the three lowest responsive, responsible Bidders, will be returned to the Bidders within 10 calendar days after the award of the contract. The Bid Guarantees of the three lowest responsive, responsible Bidders will be returned, except as noted otherwise in Section 7.4, "Failure to Execute Contract" of this Policy, within 10 calendar days after the successful Bidder has filed the specified bonds and proof of insurance and the Bidder and the District have executed a Contract.
- viii. Regardless of their value, Public Works Construction Contracts for Work funded or financed with federal or state funds, pursuant to federal or state law requiring formal competitive bidding, shall be let by the formal competitive bidding procedures set forth above.
  - ix. **Execution of Contract.** A construction contract (long-form version) shall be used as the form of contract and must be approved by the General Manager. Two (2) copies of the contract must be wet signed by the successful Bidder and both wet-signed copies returned to the District, together with complete, certified copies of the Performance Bond, Payment Bond and certificates of insurance, within 10 calendar days of the Bidder's receipt of the construction contract documents. District Legal Counsel shall

review the contract and provide approval as to the contract's form. After legal counsel review, District staff shall prepare a staff report that identifies the availability of budgeted funds for the construction contract, and staff shall take the contract to the Board for approval authorizing the General Manager to execute the contract. Board approval may be by either adoption of a resolution or approval of a motion. Insurance certificates must be signed by a person authorized by the insurer to bind coverage on its behalf and must be accompanied by copies of all endorsements required by the contract. The District shall wet sign both copies of the contract and return one original, signed contract, with bonds and certificates of insurance to the contractor. Change Orders. For contracts valued more than \$100,000 but less than \$250,000, the General Manager may approve change orders or contract amendments that are less than 20% of the original contract. For contracts valued at more than \$250,000, the General Manager may approve change orders or contract amendments that are less than 10%. All change orders that exceed the set thresholds must be approved by the Board.

- (3) Public Works Construction Contracts using the DB or DAB method: For Public Works Construction Contracts using the DB or DAB method, District staff shall use the following procedures:
  - i. Solicit responses to a Request for Qualifications (RFQ) by written request (via fax, e-mail, or mail) from at least five (5) contractors;
  - ii. Review the qualification statements with an Advisory Committee consisting of two (2) board members and key staff individuals. The Advisory Committee determines which contractors to solicit proposals from based on the criteria set forth in the RFQ;
  - iii. Solicit responses to a Request for Proposals (RFP) from at least three (3) contractors based on item ii above. The RFP may request information at the District's option regarding each contractor's experience, the personnel to be assigned to the project, their approach to the construction, a preliminary construction schedule, their general conditions, their proposed fee for pre-construction services, and any comments on the District's construction contract agreement;
  - iv. Review the proposals with the same Advisory Committee and determine which contractors to interview. Following the interviews, the Advisory Committee will determine the contractor with which it recommends negotiating a contract. The Advisory Committee shall make this recommendation to the Board for their approval;
  - v. **Execution of Contract.** A construction contract tailored to fit the terms and conditions of the DB or DAB method shall be used. Two (2) copies of the contract must be wet signed by the successful contractor and both wet-

signed copies returned to the District, together with complete, certified copies of the Performance Bond, Payment Bond and certificates of insurance, within 10 calendar days of the contractor's receipt of the construction contract documents. District Legal Counsel shall review the contract and provide approval as to the contract's form. After legal counsel review, District staff shall prepare a staff report that identifies the availability of budgeted funds for the construction contract, and staff shall take the contract to the Board for approval authorizing the General Manager to execute the contract. Board approval may be by either adoption of a resolution or approval of a motion. Insurance certificates must be signed by a person authorized by the insurer to bind coverage on its behalf and must be accompanied by copies of all endorsements required by the contract. The District shall wet sign both copies of the contract and return one original, signed contract, with bonds and certificates of insurance to the contractor.

- vi. Change Orders. For contracts valued at less than \$100,000, the General Manager may approve change orders or contract amendments. Change orders more than 20% of the original contract must be reported to the Board at the next regular Board meeting. In the event that the change order and the original contract amount exceeds the General Managers signing authority of \$100,000, the change order must be approved by the Board. For contracts valued more than \$100,000 but less than \$250,000, the General Manager may approve change orders or contract amendments that are less than 20% of the original contract. For contracts valued at more than \$250,000, the General Manager may approve change orders or contract amendments that are less than 10%. All change orders that exceed the set thresholds must be approved by the Board.
- (4) **Failure to Execute Contract.** If the Bidder/contractor to whom the contract is awarded fails to execute the contract and file the required bonds and insurance certificates within 10 calendar days from the time the contract forms are received by the Bidder/contractor, the award may be annulled and the Bidder's Bid Guarantee forfeited to the District up to the full amount. The contract may then be awarded to the next lowest responsive, responsible Bidder for the DBB method, or to another contractor selected by the Advisory Committee for the DB and DAB methods.

#### (5) **Performance and Payment Bonds.**

- i. For Contracts valued at less than \$100,000
  - 1. If the Total Contract Price exceeds \$25,000, any bidder to whom a contract is awarded shall execute and provide to District concurrently with the Contract a Payment Bond, equal to one hundred percent (100%) of the amount payable under the Contract

in a form provided or approved by the District. If such bonds are required, no payment will be made to Contractor until the bonds has been received and approved by the District.

2. Performance bonds are not required for contracts valued at less than \$100,000.

#### ii. For Contracts valued at \$100,000 or more.

- 1. Any bidder/contractor to whom a formal contract is awarded for any work shall supply on forms satisfactory to the District a Faithful Performance Bond in an amount equal to the total contract price, and a Laborer and Materialmen's Payment Bond in an amount equal to the total contract price. These bonds must be executed by an admitted surety, approved to conduct business in the State of California pursuant to California Code of Civil Procedure section 995.120. In addition to the extent required by law, the Bonds are to be accompanied by the documents required by Code of Civil Procedure section 995.660.
- 2. Each bond shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and is authorized by the State of California. Each bond shall be accompanied, upon request of District, with all documents required by California Code of Civil Procedure Section 995.660, to the extent required by law.

#### (6) **Insurance.**

i. Before work commences under construction contract, the successful Bidder/contractor must provide the District proof of insurance in the form of a valid Certificate of Insurance. The successful Bidder's/contractor's insurance must meet all of the District's insurance requirements as specified in the construction contract, including naming the District as an additional insured. Insurance certificates must be signed by a person authorized by the insurer to bind coverage on its behalf and must be accompanied by copies of all endorsements.

#### (7) **Prequalification.**

i. The General Manager or his/her designee is hereby authorized to prequalify bidders/contractors on District Work, if deemed appropriate by the General Manager. Bidders/contractors may only be prequalified on a project specific basis. The General Manager or his/her designee may designate one or more scoring systems consistent with the requirements of the Public Contract Code.

### (8) Exemptions from Competitive Bidding Procedure.

- i. The competitive bidding procedure set forth above shall not apply for the following Work:
  - a. Force Account Work. Force Account Work shall mean work performed by District personnel, whether permanent or temporary.
  - b. Work Performed by a Utility or Public Entity. Work performed by a utility for the installation and/or relocation of utilities on behalf of the District or contracts for services with any public entity for plan check, inspection, or permitting.
  - c. When the service can be obtained from only one (1) source which has been reviewed and approved in writing by the General Manager and the District Board. Please refer to Section 8 of this policy.
  - d. In an emergency, defined as a situation where there is an immediate threat to life or property or where there is, or would be a disruption of a vital public service. Please refer to Section 9 of this policy.

#### **Section 8.** Sole Source Procurement:

- (1) A sole source procurement is defined as any contract entered into without a competitive process, based on a justification that:
  - i. Only one known source exists for supplies or services as determined by documented research; or
  - ii. No other reasonable alternative source exists that meets the Districts requirements; or
  - iii. Only one source meets the business needs of the District (e.g., compatibility, unique feature to meet District's business need, etc.); or
  - iv. An urgent need for the construction work will not permit a delay resulting from competitive solicitation.

i.

(2) When the service can be obtained from only one (1) source which has been reviewed and approved in writing by the General Manager for purchases up to \$100,000, or the Board for purchases costing more than \$100,000 or when in the judgment of the General Manager or Board, that compliance with the procurement procedures are not in the best interest of the District, the procurement must be accompanied by written justification. The justification may require the requestor to provide information such as:

- i. A description of the unique features that prohibit competition;
- ii. Documented research conducted to verify the contractor as the only known source;
- iii. A description of the marketplace to include distributors, contractors, etc.;
- iv. Known compatibility issues; and/or
- v. Timing issues.

#### **Section 9.** Emergency Procurements

- (1) In an emergency, defined as a situation where there is an immediate threat to life or property or where there is, or would be, a disruption of a vital public service;
- (2) An emergency procurement must be approved verbally by the General Manager or, if he/she is not available, by other management personnel. When an emergency procurement is made, the purchase order for the transaction shall be prepared and approved the next working day (according to the procedures described above). Any such purchase order shall include documentation certifying the emergency.
- (3) For emergency procurement exceeding \$100,000, a full accounting of such emergency expenditures by the General Manager will be reported to the Board at the next regular board meeting and the budget and/or reserve adjustment recommendation of the General Manager will be presented to the Board for discussion and approval.

#### FLORIN RESOURCE CONSERVATION DISTRICT

#### ADOPTED BY FRCD RESOLUTION NO. 11.14.18.0109.15.20.01

#### PUBLIC WORKS CONSTRUCTION CONTRACTS POLICY

**Purpose of the Policy:** The purpose of this policy is to establish the Florin Resource Conservation District (District) officers' authority and procedural requirements for Public Works Construction Contracts. All contracts for public works construction services required by the District shall be made in accordance with this policy.

- **Section 1.** Public Works Construction Projects shall include the construction, reconstruction, erection, alteration, renovation, improvement, demolition, painting or repair of any publicly owned, leased or operated facility.
- **Section 2.** Capital improvement projects can be completed under numerous contractual formats between the owner, and design and construction service providers. Two-Three commonly applied delivery methods in-for public works projects are design-bid-build (DBB), and design-assist/build (DAB). Design build and design-assist/buildDB and DAB shall only be considered in accordance with California law. The District will utilize the method deemed most appropriate based on capacity, cost, risk and schedule:
  - (1) Design-bid-build (DBB): owner contracts separately with a designer and a contractor. The design firm is hired to deliver 100 percent complete design documents. The owner or agent then solicits fixed price bids from contractors to perform the work. Designers and contractors bear no contractual obligation to one another and the owner bears all risk associated with the completeness of the design documents.
  - (2) Design/build (DB): owner typically hires a single entity, the design/builder, to perform both design and construction under a single contract. Portions or all of the design and construction may be performed by the entity or subcontracted to other companies. DB is characterized by high levels of collaboration between the design and construction disciplines, input from multiple trades into the design, and a single entity bearing project risk. Typically, the general contractor is responsible contractually for this delivery method. One variation of DB is to have the builder provide the owner with a construction cost estimate at the 75% design stage. Based on the cost estimate, the owner reserves the option to sever ties with the builder and bid the project instead.

(2)(3) Design-Assist/Build (DAB): owner contracts separately with a designer and contractor. The design firm partially completes the design at which time the contractor is selected through a competitive process based upon a combination of qualifications and quantitative criteria. The contractor's contract is typically a two-part contract: the first part is for pre-construction services, and the second part is for construction services, where the contract price for construction services is not established until after subcontractor bidding. During the preconstruction services phase, \$\mathbf{T}\$ the contractor then budgets the costs of the

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project at stages throughout the design. At an agreed-upon stage of the design, usually when the design is completed, the contractor then puts the project out to bid to the subcontractor community, and the contractor proposes a establishes the contract price for construction. The contractor's contract is typically a two-part contract: the first part is for pre-construction services, and the second part is for construction services, where the price for construction services is not established until after subcontractor bidding. The owner has the option to terminate the contractor contract at completion of preconstruction services, in addition to all other termination rights it has, if a contract price cannot be agreed upon or if the owner loses confidence in the contractor's ability to perform the construction.

**Section 3.** Before a contract is signed by any District representative or is brought to the District Board of Directors (Board) as an agendized item, the contract must:

- (1) Include appropriate insurance and indemnification provisions reviewed by District Legal Counsel;
- (2) Be approved as to form by District Legal Counsel;
- (3) Be approved as to budget availability and purchasing procedural compliance by the General Manager or Finance Manager; and
- (4) Be signed by the other party unless it's a contract that must go before the Board and requires the other party to acquire payment and/or performance bonds. In this case, the contract shall be taken to the Board unsigned by either party.
- **Section 4.** Each contract entered into under the policy shall be filed with the Finance Supervisor and shall be retained in accordance with the District's adopted retention policy.
- **Section 5.** It is against District policy to split into smaller orders the contract for services for the purpose of evading the competitive bidding provisions of this policy.
- **Section 6.** The General Manager or the Board may reject any or all bids received as part of the bidding process.
- **Section 7.** The procedures and rules for public works construction contracts are as follows:
  - (1) Public Works Construction Contracts (Contracts valued less than \$100,000) <u>using</u> the <u>DBB method</u>: For Public Works Construction Contracts valued less than \$100,000, District staff shall use the following informal, competitive bidding procedures:
    - Solicit informal bids or quotations by written request (via fax, e-mail, or mail) from at least three contractors, or justify why such quotations were not possible or justified;
    - ii. The District shall select the Bidder quoting the lowest responsive, responsible quotation. If another Bidder is selected, the reasons for not selecting the Bidder with the lowest quote shall be documented and included as an attachment to the owner's record of contract;

- iii. Award Execution of contracts Contract. A construction contract (short-form version) shall be used as the form of contract and must be approved by the General Manager. Two (2) copies of the contract must be wet signed by the successful Bidder and both wet-signed copies returned to the District, together with complete, certified copies of the Performance Bond, Payment Bond and certificates of insurance, within 10 calendar days of the Bidder's receipt of the construction contract documents. Prior to the General Manager approving the contract, District Legal Counsel shall review the contract and provide approval as to the contract's form. After legal counsel review, the General Manager shall review the construction contract, the availability of budgeted funds to cover the contract, and compliance with proper contracting procedures;
- iv. A multiple year contract with a total cost that is projected to cost less than \$100,000 over the term of the contract shall be governed by the same procedures above.
- v. Change Orders. For contracts valued at less than \$100,000, the General Manager may approve change orders or contract amendments. Change orders more than 20% of the original contract must be reported to the Board at the next regular Board meeting. In the event that the change order and the original contract amount exceeds the General Managers signing authority of \$100,000, the change order must be approved by the Board.
- (2) Public Works Construction Contracts (Contracts valued at \$100,000 or more) <u>using the DBB method</u>: For Public Works Construction Contracts valued at \$100,000 or more, District staff shall use the following formal, competitive bidding procedures:
  - i. Call for Bids. After preparation of plans and specifications, a notice inviting sealed bids shall be published in a newspaper of general circulation in the District a minimum of 14 days in advance of the bid opening, however, it is preferred to give 3 weeks' notice before bid opening. The notice inviting sealed bids shall also be advertised on the District's website and shall be sent to such interested persons as may be determined by the General Manager.
    - a. Form of Call for Bids. The invitation for bids shall contain:
      - A statement that the plans and specifications of the Work to be constructed may be purchased at the District Office;
      - A particular description of the portion of the Work advertised if less than the whole Work is advertised;

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- A statement that the District will receive sealed bids for the construction of the Work advertised or any portion of the Work designated by the District;
- iv. A statement that the contract or contracts for the Work advertised will be awarded to the lowest responsive, responsible Bidder or Bidders, but that any or all bids may be rejected;
- v. A statement of the time and place for opening the bids; and
- vi. Such other information as may be required by the District.
- ii. Submission of Bids. Bids shall be submitted on forms supplied by the District, and under sealed cover. Each bid shall be accompanied by cash, a certified cashier's check, or bond secured from a surety company satisfactory to the District in the amount indicated within the bid documents, as bid security.
- Opening of Bids. Bids shall be publicly opened at the time and place specified in the Call for Bids.
- iv. **Bid Acceptance and Evaluation.** Acceptance of any bid shall be by action of the Board. The Board reserves the right to waive any irregularity; to reject any or all bids, and to re-advertise for bids, or proceed to construct the Work, or any part of it with District forces.
  - Bids containing omissions, erasures, alterations, conditions, or additions not called for can be rejected.
- v. **Bid Award.** The Board shall award the contract for the Work to the lowest responsive, responsible Bidder.
  - a. In determining whether a bidder is responsible, consideration may be given to:
    - The ability, capacity and skill of the Bidder to perform the Work;
    - ii. The ability of the Bidder to perform the Work within the time specified without delay;
    - iii. The ability of the Bidder to perform the Work in a safe manner;
    - iv. The character, integrity, reputation, judgment, experience and efficiency of the Bidder; and
    - v. The quality of the Bidder's performance on previous work with the District.

#### vi. Relief of Bidders.

- a. A Bidder shall not be relieved of his/her bid unless by consent of the Board of Directors upon a showing by the Bidder to the satisfaction of the Board that:
  - i. A mistake was made; and
  - The Bidder gave the District written notice within five days after the opening of bids of the mistake; specifying in the notice in detail how the mistake occurred; and
  - The mistake made the bid materially different than the bidder intended it to be; and
  - iv. The mistake was made in filling out the bid and not due to error in judgment or carelessness in inspecting the site of the Work or in reading the plans or specifications.
  - v. A Bidder who claims a mistake or forfeits his/her bid security shall be prohibited from participating in further bidding on the project on which the mistake was claimed or security forfeited.
- vii. Return of Bid Guarantees. After bids have been received and reviewed by the District, Bid Guarantees, except those submitted by the three lowest responsive, responsible Bidders, will be returned to the Bidders within 10 calendar days after the award of the contract. The Bid Guarantees of the three lowest responsive, responsible Bidders will be returned, except as noted otherwise in Section 7.4, "Failure to Execute Contract" of this Policy, within 10 calendar days after the successful Bidder has filed the specified bonds and proof of insurance and the Bidder and the District have executed a Contract.
- <u>viii.</u> Regardless of their value, Public Works Construction Contracts for Work funded or financed with federal or state funds, pursuant to federal or state law requiring formal competitive bidding, shall be let by the formal competitive bidding procedures set forth above.
- be used as the form of contract and must be approved by the General Manager. Two (2) copies of the contract must be wet signed by the successful Bidder and both wet-signed copies returned to the District, together with complete, certified copies of the Performance Bond, Payment Bond and certificates of insurance, within 10 calendar days of the Bidder's

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receipt of the construction contract documents. District Legal Counsel shall review the contract and provide approval as to the contract's form. After legal counsel review, District staff shall prepare a staff report that identifies the availability of budgeted funds for the construction contract, and staff shall take the contract to the Board for approval authorizing the General Manager to execute the contract. Board approval may be by either adoption of a resolution or approval of a motion. Insurance certificates must be signed by a person authorized by the insurer to bind coverage on its behalf and must be accompanied by copies of all endorsements required by the contract. The District shall wet sign both copies of the contract and return one original, signed contract, with bonds and certificates of insurance to the contractor.

- ix. Change Orders. For contracts valued more than \$100,000 but less than \$250,000, the General Manager may approve change orders or contract amendments that are less than 20% of the original contract. For contracts valued at more than \$250,000, the General Manager may approve change orders or contract amendments that are less than 10%. All change orders that exceed the set thresholds must be approved by the Board.
- (3) Public Works Construction Contracts using the DB or DAB method: For Public Works Construction Contracts using the DB or DAB method, District staff shall use the following procedures:
  - i. Solicit responses to a Request for Qualifications (RFQ) by written request (via fax, e-mail, or mail) from at least five (5) contractors;
  - Review the qualification statements with an Advisory Committee consisting
    of two (2) board members and key staff individuals. The Advisory
    Committee determines which contractors to solicit proposals from based on
    the criteria set forth in the RFQ;
  - iii. Solicit responses to a Request for Proposals (RFP) from at least three (3) contractors based on item ii above. The RFP may shall request information, at the District's option, regarding each contractor's experience, the personnel to be assigned to the project, their approach to the construction, a preliminary construction schedule, their general conditions, their proposed fee for pre-construction services, and any comments on the District's construction contract agreement;
  - iv. Review the proposals with the same Advisory Committee and determine which contractors to interview. Following the interviews, the Advisory Committee will determine the which contractor with which it to recommends negotiating a contract with. The Advisory Committee shall make this recommendation to the Board for their approval;

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v. **Execution of Contract.** A construction contract tailored to fit the terms and conditions of the DB or DAB method shall be used. Two (2) copies of the contract must be wet signed by the successful contractor and both wetsigned copies returned to the District, together with complete, certified copies of the Performance Bond, Payment Bond and certificates of insurance, within 10 calendar days of the contractor's receipt of the construction contract documents. District Legal Counsel shall review the contract and provide approval as to the contract's form. After legal counsel review, District staff shall prepare a staff report that identifies the availability of budgeted funds for the construction contract, and staff shall take the contract to the Board for approval authorizing the General Manager to execute the contract. Board approval may be by either adoption of a resolution or approval of a motion. Insurance certificates must be signed by a person authorized by the insurer to bind coverage on its behalf and must be accompanied by copies of all endorsements required by the contract. The District shall wet sign both copies of the contract and return one original, signed contract, with bonds and certificates of insurance to the contractor.

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(3) Execution of Contract. A construction contract (long form version) shall be used as the form of contract. Two (2) copies of the contract must be wet signed by the successful Bidder and both wet signed copies returned to the District, together with complete, certified copies of the Performance Bond, Payment Bond and certificates of insurance, within 10 calendar days of the Bidder's receipt of the construction contract documents. District Legal Counsel shall review the contract and provide approval as to the contract's form. After legal counsel review, the General Manager shall review the contract, the availability of budgeted funds to cover the agreement, and compliance with proper contracting procedures. District staff shall prepare a staff report that identifies the availability of budgeted funds for the construction contract, and staff shall take the contract to the Board for approval authorizing the General Manager to execute the contract. Board approval may be by either adoption of a resolution or approval of a motion; Insurance

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certificates must be signed by a person authorized by the insurer to bind coverage on its behalf and must be accompanied by copies of all endorsements required by Section 7.2.6, "Insurance", of this Policy. The District shall wet sign both copies of the contract and return one original, signed contract, with bonds and certificates of insurance to the Contractor.

(4) **Failure to Execute Contract.** If the Bidder/contractor to whom the contract is awarded fails to execute the contract and file the required bonds and insurance certificates within 10 calendar days from the time the contract forms are received by the Bidder/contractor, the award may be annulled and the Bidder's Bid Guarantee forfeited to the District up to the full amount. The contract may then be awarded to the next lowest responsive, responsible Bidder for the DBB method, or to another contractor selected by the Advisory Committee for the DB and DAB methods.

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  - 1. Any bidder/contractor to whom a formal contract is awarded for any work shall supply on forms satisfactory to the District a Faithful Performance Bond in an amount equal to the total contract price, and a Laborer and Materialmen's Payment Bond in an amount equal to the total contract price. These bonds must be executed by an admitted surety, approved to conduct business in the State of California pursuant to California Code of Civil Procedure section 995.120. In addition to the extent required by law, the Bonds are to be accompanied by the documents required by Code of Civil Procedure section 995.660.
  - Each bond shall be secured from a surety company that meets all State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and is authorized by the State of California. Each bond shall be accompanied, upon request

of District, with all documents required by California Code of Civil Procedure Section 995.660, to the extent required by law.

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i. Before work commences under construction contract, the successful Bidder/contractor must provide the District proof of insurance in the form of a valid Certificate of Insurance. The successful Bidder's/contractor's insurance must meet all of the District's insurance requirements as specified in the construction contract, including naming the District as an additional insured. Insurance certificates must be signed by a person authorized by the insurer to bind coverage on its behalf and must be accompanied by copies of all endorsements.

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  - b. Work Performed by a Utility or Public Entity. Work performed by a utility for the installation and/or relocation of utilities on behalf of the District or contracts for services with any public entity for plan check, inspection, or permitting.
  - c. When the service can be obtained from only one (1) source which has been reviewed and approved in writing by the General Manager and the District Board. Please refer to Section 8 of this policy.
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- (1) A sole source procurement is defined as any contract entered into without a competitive process, based on a justification that:
  - Only one known source exists for supplies or services as determined by documented research; or
  - ii. No other reasonable alternative source exists that meets the Districts requirements; or
  - <u>iii.</u> Only one source meets the business needs of the District (e.g., compatibility, unique feature to meet District's business need, etc.); or
  - iv. An urgent need for the construction work will not permit a delay resulting from competitive solicitation.

i.

- (2) When the service can be obtained from only one (1) source which has been reviewed and approved in writing by the General Manager for purchases up to \$100,000, or the Board for purchases costing more than \$100,000 or when in the judgment of the General Manager or Board, that compliance with the procurement procedures are not in the best interest of the District, the procurement must be accompanied by written justification. The justification may require the requestor to provide information such as:
  - i. A description of the unique features that prohibit competition;
  - Documented research conducted to verify the contractor as the only known source:
  - iii. A description of the marketplace to include distributors, contractors, etc.;
  - iv. Known compatibility issues; and/or
  - v. Timing issues.

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- (3) For emergency procurement exceeding \$100,000, a full accounting of such emergency expenditures by the General Manager will be reported to the Board at the next regular board meeting and the budget and/or reserve adjustment recommendation of the General Manager will be presented to the Board for discussion and approval.

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FROM: Mark J. Madison, General Manager

SUBJECT: OUTSIDE AGENCY MEETINGS REPORT

### **RECOMMENDATION**

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

### **SUMMARY**

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

### **DISCUSSION**

#### Background

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

#### **Present Situation**

The notable outside agency meetings attended since August 18, 2020 were as follows:

| 8/19 | Regional Water Authority | y (RW <i>F</i> | (A) Monthi | y Advocacy | Program N | /leeting (Frankli | in) |
|------|--------------------------|----------------|------------|------------|-----------|-------------------|-----|
|      |                          |                |            |            |           |                   |     |

- 8/20 Department of Water Resources (DWR) Residential Landscape Area Measurement Study Quarterly Stakeholder Meeting (Franklin)
- 9/8 RWA Regional Water Efficiency Program Advisory Committee Meeting (Franklin)
- 9/10 RWA Regular Board Meeting (Nelson, Madison, Kamilos)
- 9/10 RWA EGWD Listening Session (Nelson, Madison, Kamilos)

# **OUTSIDE AGENCY MEETINGS REPORT**

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- 9/11 Sacramento Central Groundwater Authority (SCGA) South American Subbasin Groundwater Sustainability Plan (GS) Working Group Meeting (Madison)
- 9/15 RWA Public Review Draft 2020 Urban Water Management Plan Guidebook (Kamilos)
- 9/15 Sacramento County Local Hazard Mitigation Plan Update Kickoff Meeting (Franklin)

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

### **ENVIRONMENTAL CONSIDERATIONS**

There are no direct environmental considerations associated with this report.

## STRATEGIC PLAN CONFORMITY

Participating and actively engaging in outside agency meetings conforms with Strategic Goal No. 7, Water Industry Leadership, of the Strategic Plan 2020-2025.

### FINANCIAL SUMMARY

There is no financial impact associated with this report.

Respectfully submitted,

MARK J. MADISON GENERAL MANAGER TO: Chair and Directors of the Florin Resource Conservation District

FROM: Travis Franklin, Program Manager

SUBJECT: LEGISLATIVE UPDATE AND POTENTIAL DIRECTION TO STAFF

#### RECOMMENDATION

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

#### **SUMMARY**

There are several bills that have been introduced in the 2020 legislative session that could potentially impact the Florin Resource Conservation District/Elk Grove Water District (District) if passed. These bills are highlighted below.

### **DISCUSSION**

#### **Background**

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

#### **Present Situation**

The 2020 legislative session ended on August 31<sup>st</sup>. The following bills have been passed by the legislature and sent to the Governor for signature. The Governor's signature is required by September 30<sup>th</sup>, 2020 for a bill to pass.

# AB 685 (Reyes) COVID-19: imminent hazard to employees: exposure: notification: serious violations.

This bill would require an employer, that receives a notice of potential exposure to COVID-19 to provide specified notifications to its employees within one (1) business day of the notice of potential exposure. If the employer is notified of the number of cases that meet the definition of a COVID-19 outbreak, as defined by the State Department of Public Health, the employer is required to report, within 48 hours, prescribed information to the local public health agency in the jurisdiction of the worksite.

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### AB 992 (Mullin) Open meetings: local agencies: social media

The Ralph M. Brown Act generally requires that the meetings of legislative bodies of local agencies be conducted openly. That act defines "meeting" for purposes of the act and prohibits a majority of the members of a legislative body, outside a meeting authorized by the act, from using a series of communications of any kind to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body.

This bill would provide that the prohibition described above does not apply to the participation, as defined, in an internet-based social media platform, as defined, by a majority of the members of a legislative body, provided that a majority of the members do not discuss among themselves, as defined, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency. California Special Districts Association (CSDA) has taken a Support position on this bill.

# AB 1867 (Committee on Budget) Small employer family leave mediation: handwashing: supplemental paid sick leave.

This bill would establish COVID-19 supplemental paid sick leave for covered workers, including certain persons employed by private businesses of 500 or more employees or persons employed as certain types of health care providers or emergency responders by public or private entities. The bill's requirements to provide COVID-19 supplemental paid sick leave for covered workers would expire on December 31, 2020, or upon the expiration of any federal extension of the Emergency Paid Sick Leave Act established by the federal Families First Coronavirus Response Act, whichever is later.

#### AB 2560 (Quirk) Water quality: notification and response levels: procedures

This bill would require the State Water Board, when establishing or revising notification or response levels, to provide notice and make documents available, including the complete studies that were used to establish the level, at least 45 calendar days before finalizing the notification or response level. The Association of California Water Agencies (ACWA) and Regional Water Authority (RWA) have taken a Support position on this bill.

#### SB 998 (Moorlach) Local government: investments

This bill would prohibit local agencies that have less than \$100,000,000 of investment assets under management from investing more than 25% of their monies in eligible commercial paper. The bill also restricts investing more than 10% of an agency's total

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investment assets in the commercial paper and medium-term notes of any single issuer. CSDA has taken a Support position on this bill.

### SB 1044 (Allen) Firefighting equipment and foam: PFAS chemicals

This bill would require any person or manufacturer that sells firefighter personal protective equipment to any person or public entity, to provide a written notice to the purchaser at the time of sale if the equipment contains PFAS chemicals. In addition, commencing January 1, 2022, this bill would prohibit a manufacturer of class B firefighting foam from manufacturing, or knowingly selling, offering for sale, distributing for sale, or distributing for use in this state class B firefighting foam to which PFAS chemicals have been intentionally added. CSDA has taken a Support position and ACWA has taken a Favor position on this bill.

### SB 1159 (Hill) Workers' compensation: COVID-19: critical workers

This bill would define "injury" for an employee to include illness or death resulting from the COVID-19 under specified circumstances, until January 1, 2023. The bill would create a disputable presumption that the injury arose out of and in the course of the employment and is compensable, for specified dates of injury. The bill would require an employee to exhaust their paid sick leave benefits and meet specified certification requirements before receiving any temporary disability benefits or a leave of absence. The bill would also make a claim relating to a COVID-19 illness presumptively compensable, as described above, after 30 days or 45 days, rather than 90 days. Until January 1, 2023, the bill would allow for a presumption of injury for all employees whose fellow employees at their place of employment experience specified levels of positive testing, and whose employer has five (5) or more employees.

# SB 1383 (Jackson) Unlawful employment practice: California Family Rights Act.

Current law allows an employee to take off up to 40 hours each year to find, enroll or reenroll their child in a school, to participate in school activities or to address emergency situations at school. This bill would authorize an employee to take time off in excess of 40 hours in the case of a school closure due to an emergency declaration by a federal, state or local government agency, up to the duration of the emergency. CSDA has taken an Oppose unless Amended position on this bill.

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### SB 1386 (Moorlach) Local government: assessments, fees and charges: water

This bill would restate that "water" for purposes of the Proposition 218 Omnibus Implementation Act also includes the public fixtures, appliances and appurtenances (including fire hydrants) connected to and maintained by the water provider. Therefore, the water service charge may include the costs to construct, maintain, repair or replace public hydrants and the associated water attached to a water system. CSDA and ACWA have taken a Support position on this bill.

The following is a list of bills that we tracked and were not passed by the legislature this session.

# AB 196 (Gonzalez) Workers' compensation: COVID-19: essential occupations and industries

For employees who are employed in an occupation or industry deemed essential in the Governor's Executive Order of March 19, 2020 (Executive Order N-33-20), this bill would have defined "injury" to include COVID-19 that develops or manifests itself during a period of employment of those persons in the essential occupation or industry. The bill would have applied to injuries occurring on or after March 1, 2020, would create a conclusive presumption that the injury arose out of and in the course of the employment, and would have extended that presumption following termination of service for a period of 90 days, commencing with the last date actually worked. CSDA has taken an Oppose position on this bill.

# AB 2182 (Rubio, Blanca) Emergency backup generators: water and wastewater facilities: exemption

This bill would have provided that use of an alternative power source by an essential public service provider to power a critical facility during a planned de-energization event initiated by electric utilities is considered emergency use even if an official emergency has not been declared by the State or local government. This use shall not be subject to any local, regional or state regulation regarding the operation of an alternative power source. CSDA and ACWA have taken a Support position on this bill.

# AB 2621 (Mullin) Strategic Growth Council: regional climate networks: climate adaptation action plans

This bill would have authorized certain local government entities to establish and participate in a regional climate network, as defined, to prepare a regional climate adaptation action

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plan for certain regions, as described. The bill would have authorized membership in each regional climate network to be determined at the local level. The bill would have not limited the number of regional climate networks that may be established within each region. CSDA and ACWA have taken a Watch position on this bill.

### AB 2999 (Low) Employees: bereavement leave

This bill would have required employers to provide 10 days of bereavement leave to employees. The bill only applies to private employers however staff will continue to monitor this bill for any changes. CSDA has taken a Watch position on this bill.

# AB 3256 (Garcia, Eduardo) Economic Recovery, Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2020

This bill is the Assembly's version of a climate resiliency bond and would enact the Economic Recovery, Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2020, which would have placed a \$6.98 billion general obligation bond before voters on the November 2020 ballot. CSDA has taken a Support if Amended position on this bill.

### AB 3030 (Karla) Resource conservation: land and ocean conservation goals.

This bill would have declared it to be the goals of the state by 2030 to protect at least 30% of the state's land areas and waters; to help advance the protection of 30% of the nation's oceans; and to support regional, national, and international efforts to protect at least 30% of the world's land areas and waters and 30% of the world's ocean.

# SB 45 (Allen, Portantino, and Stern) Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2020

This bill would have enacted the Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2020, which would authorize the issuance of bonds in the amount of \$5,510,000,000 pursuant to the State General Obligation Bond Law to finance projects for a wildfire prevention, safe drinking water, drought preparation, and flood protection program. CSDA and ACWA have taken a Support if Amended position on this bill.

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# SB 822 (Committee on Budget and Fiscal Review) Small employer family leave mediation: handwashing: supplemental paid sick leave.

This bill would have similarly established COVID-19 supplemental paid sick leave for covered workers. Additionally, this bill would have required the Labor Commissioner to make publicly available a model notice relating to COVID-19 supplemental paid sick leave for covered workers for purposes of the posting requirements under existing law.

# SB 952 (Nielsen) Sales and use taxes: exemption: backup electrical generators: deenergization events

This bill, on and after January 1, 2021, and before January 1, 2026, would have provided an exemption from sales and use taxes with respect to the sale of, or the storage, use, or consumption of, a backup electrical resource, generator as defined, if that backup electrical generator is purchased for use exclusively in powering a critical facility, as defined, by a city, county, city and county, special district, or other political subdivision during deenergization events, as defined, and the purchaser provides to the seller a written statement with regard to these facts. CSDA has taken a Support if Amended position on this bill.

# SB 1099 (Dodd) Emergency backup generators: critical facilities: order for abatement: stipulations

This bill would have required air districts to develop a stipulation allowing operators of critical facilities to exceed run times during a Public Safety Power Shutoff or other loss of power, and test and maintain their generators in line with NFPA standard 110, but in exchange the operators would need to develop a schedule for upgrading their generators that is technically and economically feasible. CSDA has taken a Support if Amended position on this bill.

Staff will continue to monitor the bills along with any other bills which may affect District operations that have passed the legislature to see which are signed by the Governor.

#### **ENVIRONMENTAL CONSIDERATIONS**

There are no direct environmental considerations associated with this report.

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### **STRATEGIC PLAN CONFORMITY**

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

# **FINANCIAL SUMMARY**

There is no direct financial impact associated with this report.

Respectfully submitted,

TRAVIS FRANKLIN PROGRAM MANAGER