

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

Agenda

Wednesday, December 19, 2018

6:30 PM

9257 Elk Grove Blvd.
Elk Grove, CA 95624

Compliance with Government Code Section 54957.5

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

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

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

CALL TO ORDER, ROLL CALL AND PLEDGE OF ALLEGIANCE

Public Comment – Please complete a Request to Speak Form if you wish to address the Board.

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

1. Proclamations and Announcements

Associate Director Comment

Public Comment

2. Oath of Office (Stefani Phillips, Board Secretary)

Associate Director Comment

Public Comment

3. Consent Calendar (Stefani Phillips, Secretary and Patrick Lee, Treasurer)

- a. Minutes of Regular Board Meeting of October 17, 2018
- b. Minutes of Special Board Meeting of November 14, 2018
- c. Warrants Paid – October, 2018
- d. Warrants Paid – November, 2018
- e. Active Accounts – October, 2018
- f. Active Accounts – November, 2018

- g. Bond Covenant Status for FY 2018-19 – October, 2018
- h. Bond Covenant Status for FY 2018-19 – November, 2018
- i. Revenues and Expenses – Actual vs Budget FY 2018-19 – October, 2018
- j. Revenues and Expenses – Actual vs Budget FY 2018-19 – November, 2018
- k. Cash Accounts – October, 2018
- l. Cash Accounts – November, 2018
- m. Consultants Expenses – October, 2018
- n. Consultants Expenses – November, 2018
- o. Major Capital Improvement Projects – October, 2018
- p. Major Capital Improvement Projects – November, 2018

Associate Director Comment

Public Comment

Recommended Action: Approve Florin Resource Conservation District Consent Calendar items a-p.

4. Committee Meetings (Stefani Phillips, Board Secretary)

Associate Director Comment

Public Comment

5. Elk Grove Water District Operations Report – October and November 2018
(Mark J. Madison, General Manager)

Associate Director Comment

Public Comment

6. Acquisition of Real Property Policy (Patrick Lee, Finance Manager)

Associate Director Comment

Public Comment

Recommended Action: Adopt Resolution No. 12.19.18.01, establishing a new Acquisition of Real Property Policy.

7. Amendment To The Florin Resource Conservation District/Elk Grove Water District Water Ordinance Schedule Of Charges, Rates, Fees And Deposits
(Patrick Lee, Finance Manager)

Associate Director Comment

Public Comment

Recommended Action: Adopt Ordinance No. 12.19.18.01, amending and replacing Ordinance No. 07.18.18.01, Exhibit A, Florin Resource Conservation District/Elk Grove Water District Water Ordinance Schedule of Charges, Rates, Fee and Deposits.

8. Backyard Water Mains Replacement Project – Elk Way Contract

(Bruce Kamilos, Assistant General Manager)

Associate Director Comment

Public Comment

Recommended Action: Authorize the General Manager to execute a construction contract in the amount of \$436,999.80 with Lund Construction Co. for the Backyard Water Mains Replacement Project – Elk Way.

9. Nominations For Membership On Sacramento Local Agency Formation Commission Special District Advisory Committee (Stefani Phillips, Board Secretary)

Associate Director Comment

Public Comment

Recommended Action: Consider nominating a director for Sacramento Local Agency Formation Commission Special District Advisory Committee.

10. Outside Agency Meetings Report (Mark Madison, General Manager)

Associate Director Comment

Public Comment

11. Legislative Update (Sarah Jones, Program Manager)

Associate Director Comment

Public Comment

12. Directors Comments

Associate Director Comment

Public Comment

13. Closed Session

a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: APN# 134-0110-180

Agency negotiator: Mark Madison

Negotiating parties: Johan/Anne Otto Trust Raymond/Gloria Melavic Surviving Spouses Trust

Under negotiation: Price and terms of payment

b. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Property: APN# 116-0090-057

Agency negotiator: Mark Madison

Negotiating parties: AmericanWest Bank (Banner Corp)

Under negotiation: Price and terms of payment

c. PUBLIC EMPLOYEE PERFORMANCE APPOINTMENT (Section 54957)

Title: General Counsel

14. Amendment To Professional Services Agreement For Interim General Counsel Services Between The Florin Resource Conservation District And The Nosky Legal Group (Mark J. Madison, General Manager)

Associate Director Comment

Public Comment

Recommended Action: Authorize the General Manager to execute an amendment to the Professional Services Agreement, between the Florin Resource Conservation District and Nosky Legal Group, for Interim General Counsel Services to be provided to the Florin Resource Conservation District and Elk Grove Water District.

Adjourn to Regular Meeting January 16, 2019.

December 19, 2018

TO: Chairperson and Directors of the Florin Resource Conservation District
FROM: Stefani Phillips, Board Secretary
SUBJECT: **OATH OF OFFICE**

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 Board Secretary will administer the Oath of Office to Bob Gray, Elliot Mulberg, and Tom Nelson to affirm the office of Director to the Florin Resource Conservation District (FRCD).

DISCUSSION

Background

Every two (2) years following a statewide election, the Board Secretary administers the Oath of Office to the newly elected FRCD Board of Directors. According to the Resource Conservation District Code 9, the Oath of Office may be given any time following the fourth Friday at noon in November. The elected directors shall qualify within 20 days from the date of receipt of their certificates of election by taking the oath.

Directors Bob Gray and Jeanne Sabin have held their office for one (1) term. Director Tom Nelson has held three (3) terms (2006-2018). These three (3) seats were up for election in November 2018.

Present Situation

Three individuals filed a declaration of candidacy for the November 6, 2018 election for the FRCD Board of Directors: Incumbents Bob Gray and Tom Nelson. Elliot Mulberg, who is a past director also filed a declaration of candidacy.

According to the County of Sacramento Registrar of Voters, they certify that the number of nominees for the office of FRCD did not exceed the number of offices to be filled at the November 6, 2018 General Election.

OATH OF OFFICE

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A petition signed by 10% of the voters or 50 voters, whichever is the smaller number, in the district or trustee area if elected by trustee area, requesting that the district general election be held was not presented, therefore, in accordance with Elections Code §10515, the Board of Supervisors were requested to appoint the individuals who filed a declaration of candidacy to take office and serve exactly as if elected in the general district election.

An Oath of Office shall be administered to Bob Gray, Tom Nelson and Elliot Mulberg as affirmation for the office of Director to the FRCD.

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

For operations of the District the Board By-Laws stipulates that the Board of Directors is comprised of five Board members.

FINANCIAL SUMMARY

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

Respectfully Submitted,



STEFANI PHILLIPS,
BOARD SECRETARY

December 19, 2018

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

RECOMMENDATION

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

SUMMARY

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

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

DISCUSSION

Background

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

Present Situation

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

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

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

December 19, 2018

CONSENT CALENDAR

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FINANCIAL SUMMARY

There is no financial impact associated with this report.

Respectfully Submitted,



STEFANI PHILLIPS,
BOARD SECRETARY

And



PATRICK LEE,
TREASURER

Attachments

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

Wednesday, October 17, 2018

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

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

Directors Present: Bob Gray, Tom Nelson, Lisa Medina, Sophia Scherman, Jeanne Sabin
Directors Absent: None
Staff Present: Mark Madison, General Manager; Bruce Kamilos, Assistant General Manager; Stefani Phillips, Board Secretary; Patrick Lee, Treasurer; Donella Murillo, Finance Supervisor
Staff Absent: Sarah Jones, Program Manager
Associate Directors Present: Shahid Chaudhry
Associate Directors Absent: None
General Counsel Present: Ren Nosky, Nosky Legal Group;
Consultants Present: Ahmed Badawi, Badawi & Associates; Tom Bacon, Bacon Commercial Real Estate

Public Comment

1. Proclamations and Announcements

Human Resources Administrator Stefani Phillips announced Elk Grove Water District (EGWD) was awarded a Wellness Grant by Association of California Water Agencies Joint Power Insurance Authority's (ACWA/JPIA).

Tony Tillman from Natural Resources Conservation Services (NRCS) mentioned NRCS is developing their fiscal year (FY) 2019 programs. He provided equipment deadlines and identified timelines and activities. Mr. Tillman asked if there were any projects that NRCS could partner with Florin Resource Conservation District (FRCD) on. General Manager Mark Madison asked to meet with Mr. Tillman to discuss.

2. Consent Calendar

- a. Regular Board Meeting Minutes of September 18, 2018
- b. Warrants Paid – September, 2018
- c. Active Accounts – September, 2018
- d. Bond Covenant Status – September, 2018
- e. Revenues and Expenses – September, 2018
- f. Cash Accounts – September, 2018
- g. Consultants Expenses – September, 2018
- h. Major Capital Improvement Projects – September, 2018

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

3. Committee Meetings

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

4. Fiscal Year 2017-18 Comprehensive Annual Financial Report

Finance Manager Patrick Lee introduced Ahmed Badawi, Badawi & Associates to present the Comprehensive Annual Financial Report (CAFR).

Mr. Badawi presented the results of the CAFR, as well as gave information on the team and process. Overall, the opinion was clean and the financial statements were fairly presented in all material respects.

Director Sophia Scherman asked if Badawi & Associates give certificates for a good audit. She stated she was impressed and feels the rate payers should hear the news. Mr. Badawi informed her that they do not put anything in writing.

Mr. Madison commented that Mr. Lee and Finance Supervisor Donella Murillo deserve credit for the work of the audit. He thanked Badawi & Associates and mentioned if EGWD receives the Award of Excellence from the Government Finance Officers Association (GFOA) he would like to have the audit touted publicly in a state-wide press release through ACWA. This would make it the 10th year in a row EGWD has received the award.

Associate Director Shahid Chaudhry asked Mr. Badawi if the District should contribute more to unfunded liability. Mr. Badawi informed him the auditors are not financial advisors and cannot advise about that, but he can give information on what other clients are doing.

Mr. Chaudhry asked if the auditors reviewed the District's asset inventory. Mr. Badawi mentioned the auditors are provided the District's information at the beginning of the year along with supporting documentation.

MSC (Medina/Scherman) to accept the Fiscal Year 2017-18 Comprehensive Annual Financial Report. 5/0: Ayes: Gray, Medina, Nelson, Sabin and Scherman.

5. Elk Grove Water District Operations Report – September 2018

General Manager Mark Madison presented the EGWD Operations Report – September 2018 to the Florin Resource Conservation District Board of Directors (Board).

Summary:

- Door tags and shutoffs remained very high in September at 693 & 83, respectively.
- There was one pressure complaint in Service Area 2 and this was unsubstantiated.
- There were four water quality complaints in September. One was in SA1 and this was unconfirmed. There were three in SA2 and these were legitimate. Brown water occurred in a localized area due to a broken fire hydrant. The area was flushed.
- 165 hydrants were checked. The District's hydrant maintenance target is set at 135 per month (each hydrant is checked once per year).
- 150 valves were exercised. The District's valve exercising target is set at 120 per month (every valve is checked once per 3 years).
- Wells 4D, 11D, 8, 9, and 13 were used as the main sources of supply for Service Area 1. Wells 1D and 14D were hardly used and Well 3 was offline.
- Production for Service Area 1 remained dropped by about 24 million gallons from September and was nearly the same as it was in September of last year.
- Total customer usage for EGWD (SA1 and SA2) also dropped by about 30 million gallons from last month and was also about the same compared to September of last year.
- The Static and Pumping Water level charts have no new data. The 4th quarter measurements were taken last week and presented to you at our regular meeting.
- All required sampling was performed with no anomalies.

- All required regulatory reports were submitted on time and there were no excursions of any regulatory requirements. These included quarterly reports to the State for THHM's and HAA5.
- All preventative maintenance activities have been performed in compliance with our Standard Operating Procedures.
- Backflow prevention program. As of the end of September, we had 9 delinquent customers.
- We had 3 formal safety meetings in September.
- Service Line Replacements – 20 service lines were replaced in September and 191 remain.
- There was 1 service line leak in September and this was a pinhole leak.
- Pressures in Service Area 1 continued to remain stable in the 60 psi range. Pressures in Service Area 2 were also about the same.

There was a healthy discussion regarding improvements to well pumps. Mr. Madison mentioned the District brought in a consultant to help improve the system so there were no more pressure dips. He mentioned there is still some improvements in the future. Discussion continued on future improvements.

6. Elk Grove Water District Backflow and Cross-Connection Control Ordinance

Assistant General Manager Bruce Kamilos provided background and necessity of the Backflow and Cross-Connection Control ordinance to the Board.

In summary, the new ordinance separated the specific details and requirements of the cross-connection control program by referencing a new document staff developed called the Elk Grove Water District Cross-Connection Control Program (CCCP). The CCCP describes the specific details of the cross-connection control program and is intended to be a “living” document that can be revised under the General Manager’s authority to stay current with changing regulations.

Mr. Madison discussed Section 5 of the ordinance – Appeals. He mentioned that it has been presented that the general manager makes the final decision, but could be changed if the Board desires.

A discussion followed regarding amending the ordinance to change the appeal process.

General Counsel Ren Nosky highly recommended that a Board member not be the decision maker for the appeal process because it taints their involvement in the future.

Mr. Nelson asked for the Board to be notified of changes made to the CCCP.

The Board commented on what a good product the ordinance is.

Director Jeanne Sabin mentioned there was language inconsistencies between the ordinance and the CCCP in relation to enforcement. Mr. Madison informed Ms. Sabin that the CCCP is not final and staff will make sure there are no incongruities between the ordinance and CCCP.

A discussion occurred regarding termination of service.

MSC (Sabin/Scherman) to adopt Ordinance No 10.17.18.01, repealing Ordinance No. 12.11.13.01 and establishing backflow and cross-connection control requirements for the Elk Grove Water District. 5/0: Ayes: Gray, Medina, Nelson, Sabin and Scherman.

7. Elk Grove Water District Fiscal Year 2018-19 Quarterly Operating Budget Status Report

Mr. Lee presented the Fiscal Year (FY) 2018-19 Quarterly Capital Reserve Status Report to the Board.

In summary, at the end of the first quarter revenues collected were \$4,156,976, 28.05% of the annual budget of \$14,821,253.

8. Elk Grove Water District Fiscal Year 2018-19 Quarterly Capital Reserve Status Report

Mr. Lee presented the FY 2018-19 Quarterly Capital Reserve Status Report to the Board.

In summary, at the end of the first quarter the District expended \$107,423 for capital projects leaving a remaining reserve balance on September 30, 2018 of \$14,031,909. The total amount expended includes \$80,632 of expenditures related to projects carrying over from prior year, but not budgeted for in the FY 2018-19 Capital Improvement Program (CIP).

9. Online Bill Payment Processing

Mr. Lee presented the online bill payment processing item to the Board.

Director Lisa Medina asked if the costs were just estimates. Patrick responded yes, a request for proposal (RFP) will determine the actual costs.

Mrs. Scherman asked if after the RFP, the proposals will provide the District with how many non-sufficient funds (NSF) will be received and how they will be dealt with. Patrick gave background to Mrs. Scherman, informing her the reason for the analysis is that currently the District is contracted with iPay. When a customer who has an account with an associated bank pays online, iPay sends the payment to the District using automated clearing house (ACH); the banks not associated with iPay mail a written check to the District. The goal is to look into other companies that are associated with a wider variety of banks to decrease the amount of mailed checks and increase ACH payments. Finding a company that can provide more ACH funds means the District will incur less NSF because through ACH payment is not pulled unless there is sufficient funds in the account.

Mr. Madison mentioned the District will bring back RFPs in a by March 2019.

10. Record Retention Policy and Schedule

Ms. Phillips presented the Record Retention Policy and Schedule to the Board.

In summary, the proposed Records Retention Policy and Schedule was developed in 2017 by legal counsel and had been thoroughly reviewed and vetted by staff and two members of the Board. The proposed policy had also been updated to ensure compliance with regulatory and legal retention requirements as prescribed by the applicable governing codes.

MSC (Sabin/Medina) to adopt Resolution 10.17.18.01, repealing and replacing Resolution 04.28.10.01, the Records Retention Policy and Schedule with revisions. 5/0: Ayes: Gray, Nelson, Medina, Sabin and Scherman.

11. Outside Agency Meetings Report

Mr. Madison presented the item. No discussions on this item.

12. Legislative Report

Mr. Madison presented the legislative report to the Board.

In summary, SB 998 (Dodd) was passed on October 1, 2018. The District will learn more about this bill at the ACWA/JPIA conference in November.

There was much discussion on SB 998. Mr. Madison mentioned staff will monitor the bill and report back as necessary.

Mr. Madison covered additional bills that were passed by the governor.

13. Directors Comments

Chairperson Tom Nelson asked if the District is trying to coordinate with SMUD on time-of-use billing. Mr. Kamilos responded that SMUD's billing is pertinent to residential customers not commercial customers.

Mr. Madison discussed the administration of the Oath of Office.

It was mentioned that November 14, 2018 at 6:30pm there will be a Special Board Meeting to adopt procurement policies.

14. Closed Session

a. No reportable action was taken.

Adjourn to Special Board Meeting on November 14, 2018 at 6:30 p.m.

Respectfully submitted,

Stefani Phillips

Stefani Phillips, Board Secretary
AK/SP

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

Wednesday, November 14, 2018

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

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

Directors Present: Bob Gray, Tom Nelson, Lisa Medina, Sophia Scherman, Jeanne Sabin
Directors Absent: None
Staff Present: Mark Madison, General Manager; Bruce Kamilos, Assistant General Manager; Stefani Phillips, Board Secretary; Patrick Lee, Treasurer; Donella Murillo, Finance Supervisor
Staff Absent: Sarah Jones, Program Manager
Associate Directors Present: Shahid Chaudhry
Associate Directors Absent: None
General Counsel Present: Ren Nosky, Nosky Legal Group
Consultants Present: None

Chairperson Tom Nelson welcomed Elliot Mulberg back as the Florin Resource Conservation District's (FRCD) next board member.

1. Procurement Policies

General Manager Mark Madison introduced the item to the FRCD Board of Directors (Board). He provided background regarding the necessity for updating the four (4) procurement policies.

Chairperson Tom Nelson thanked the board members for working on these policies in their respective board working group meetings.

Finance Manager Patrick Lee presented each policy to the Board.

Resolution No. 11.14.18.01 – Public Works Construction Contracts Policy

In summary, the District's bidding policy and procedures for public works construction contracts was previously encompassed in Policy No. 8 – District Bidding and Procedures for Public Works Construction Contracts as adopted by Resolution No. 10.18.06.02. With the repeal and replacement of Resolution No. 10.18.06.02, the procurement guidelines and procedural requirements for public works construction contracts have been established under a new policy.

This new policy sets forth the procedural requirements and dollar limit approval thresholds for public works construction contracts of less than \$100,000 and in excess of \$100,000. Changes to the proposed policy include reducing the General Manager's dollar limit approval threshold from \$150,000 down to \$100,000. All public works construction contracts in excess of \$100,000 will continue to require Board approval. The proposed policy also adds provisions for the approval of change orders for contracts less than \$100,000, and contracts for more than \$100,000.

A discussion occurred regarding the level of contract signing authority of the General Manger.

MSC (Medina/Gray) to adopt Resolution No. 11.14.18.01, repealing and replacing Resolution No. 10.18.06.02, Policy No. 8 - District Bidding Policy and Procedures for Public Works

Construction Contracts and establishing a new Public Works Construction Contracts Policy. 5/0: Ayes: Gray, Medina, Nelson, Sabin and Scherman.

Resolution No. 11.14.18.02 – Purchases of Goods and Services from Outside Vendors Policy

In summary, the purchase of goods and services was previously encompassed in Policy No. 3 – Purchase of Goods and Services from Outside Vendors, as adopted by Resolution No. 09.23.09.01 “Exhibit A”. With the repeal and replacement of Resolution No. 09.23.09.01 Exhibit A, the procurement guidelines and procedural requirements for the purchase of goods and services have been established under a stand-alone policy.

Changes to the proposed policy include increasing the petty cash purchase threshold from \$50 to \$100, increasing the minor purchase threshold from more than \$50 but less than \$500, to more than \$100 but less than \$3,000, and increasing the intermediate purchase threshold from more than \$500 but less than \$50,000 to more than \$3,000 but less than \$50,000. The major purchase threshold remained unchanged at \$50,000. The proposed policy also adds provisions for the approval of change orders for contracts more than \$3,000 but less than \$50,000, and for contracts more than \$50,000.

A discussion occurred regarding one-time purchases over \$50,000.

MSC (Sabin/Medina) to adopt Resolution No. 11.14.18.02, repealing and replacing Resolution No. 09.23.09.01 “Exhibit A”, Policy No. 3 - Purchase of Goods and Services from Outside Vendors and establishing a new Purchase of Goods and Services from Outside Vendors Policy. 5/0: Ayes: Gray, Medina, Nelson, Sabin and Scherman.

Resolution No. 11.14.18.03 – Professional and Consultant Services Agreements Policy

In summary, the procurement of professional and consultant services was previously encompassed in Policy No. 3 – Purchase of Goods and Services from Outside Vendors, as adopted by Resolution No. 09.23.09.01 “Exhibit A”. With the repeal and replacement of Resolution No. 09.23.09.01 “Exhibit A” the procurement guidelines and procedural requirements for the procurement of professional and consultant services have been established under a stand-alone policy.

This new policy sets forth the procedural requirements and dollar limit approval thresholds for professional and consultant services. Agreements for less than \$3,000 will be left to the consultant of the District’s choice, agreements between \$3,001- \$50,000 will require the solicitation of three informal proposals, and agreements in excess of \$50,000 will require a formal proposal solicitation through a request for proposal. The current policy has two approval thresholds, agreements more than \$500 but less than \$50,000 and agreements exceeding \$50,000. Changes to the proposed policy include resetting the purchasing threshold to any agreements up to \$3,000, more than \$3,000 but less than \$50,000 and anything over \$50,000. The proposed policy also adds provisions for the approval of change orders for agreements more than \$3,000 but less than \$50,000, and agreements more than \$50,000.

Vice-chairperson Bob Gray asked whether any consulting services came under \$3,000. Assistant General Manager Bruce Kamilos responded that there have been a few consulting services that came in under \$3,000.

MSC (Sabin/Medina) to adopt Resolution No. 11.14.18.03, establishing a new Professional and Consultant Services Agreements Policy. 5/0: Ayes: Gray, Medina, Nelson, Sabin and Scherman.

Resolution No. 11.14.18.04 – Acquisition of Real Property Policy

In summary, the District did not previously have a policy governing the acquisition of real property. This new policy will provide guidance and governance over the acquisition of real property with District funds, acquisition through grants, donations, gifts, dedications and property exchanges, and real property rents and leases.

Mr. Madison mentioned staff was in the process of selling a piece of property, but before moving forward will bring it to the Board in December.

Associate Board Member Shahid Chaudhry asked about language in the policy that stated, “The Board must authorize negotiations and approve the acquisitions of any real property” and asked if it should point out who specifically should be negotiating the deals. General Counsel Ren Nosky, Nosky Legal Group responded that the Brown Act addresses this question, stating that under the Brown Act any property negotiations are going to be done in closed session with an agency negotiator designated on the agenda. Mr. Madison provided a scenario. Discussion continued on the subject.

Mr. Mulberg asked if the District has thought about adding an appraisal to the policy. Mr. Nosky responded there is no legal requirement to have an appraisal, only that the District cannot give public funds away.

Mr. Madison mentioned staff can add language, if desired by the Board, which states anything over \$50,000 shall have a formal appraisal. Discussion occurred regarding at what point the appraiser performs.

Mr. Nosky provided parameters for amendment to Resolution No. 11.14.18.04.

Staff will bring the Acquisition of Real Property Policy back during the December regular board meeting with the addition of “require the General Manager to get an appraisal for anything over \$50,000 when commercially feasible”. No action taken on this resolution.

2. **Recognition of Director Jeanne Sabin for her Service on the Florin Resource Conservation District Board of Directors**

Mr. Nelson presented recognition of Director Jeanne Sabin for her years of service. All of the board members gave well wishes to Ms. Sabin.

Ms. Sabin gave a speech regarding her time on the FRCD board.

Director Sophia Scherman mentioned the Camp Fire that took place in Paradise, CA. She asked if the District could collect diapers to send to those who lost their homes. Mrs. Scherman will collect the diapers by next week. Cash is acceptable as well.

Adjourn to Regular Board Meeting on December 19, 2018 at 6:30 p.m.

Respectfully submitted,

Stefani Phillips

Stefani Phillips, Board Secretary
AK/SP

Check History Report

Activity From: 10/1/2018 to 10/31/2018
Elk Grove Water District

Check Number	Check Date	Vendor Number	Name	Check	Explanation
047837	10/3/2018	ATT&T	AT&T MOBILITY	335.00	
047838	10/3/2018	AWWA3	AWWA	269.00	
047839	10/3/2018	ELK LOC	ELK GROVE LOCK AND SAFE CO	81.00	941 - 3 Quarter
047840	10/3/2018	IRS3	INTERNAL REVENUE SERVICE	0.05	
047841	10/3/2018	JAN PRO	JAN-PRO CLEANING SYSTEMS OF	635.00	
047842	10/3/2018	KENLEAV	KENNADAY LEAVITT OWENSBY PC	12,088.00	Professional Services - Confidential
047843	10/3/2018	RDO 1	RDO TRUST # 80-5800	22.01	
047844	10/3/2018	REPUBLI	REPUBLIC SERVICES #922	1,222.05	
047845	10/3/2018	SMUD	SMUD	4,793.98	
047846	10/3/2018	SMUD	SMUD	3,427.47	
047847	10/3/2018	SMUD	SMUD	5,298.25	
047848	10/3/2018	SMUD	SMUD	12,391.11	
047849	10/3/2018	SMUD	SMUD	581.46	
047850	10/3/2018	SMUD	SMUD	507.19	
047851	10/3/2018	SMUD	SMUD	583.98	
047852	10/3/2018	SMUD	SMUD	5,794.62	
047853	10/3/2018	SMUD	SMUD	3,523.11	
047854	10/3/2018	SOUTHWE	SOUTHWEST ANSWERING	261.93	
047855	10/4/2018	CILANTR	CILANTRO'S MEXICAN GRILL	180.00	Health Care Orientation
047856	10/10/2018	AMAZON	AMAZON CAPITAL SERVICES	47.43	
047857	10/10/2018	AWWA	AMERICAN WATER WORKS ASSOC.	269.00	
047858	10/10/2018	BG SOLU	SOLUTIONS BY BG INC.	6,646.25	Daily Tasks/Help Tickets
047859	10/10/2018	BRINKS	BRINK'S INCORPORATED	360.13	
047860	10/10/2018	BSK4	BSK ASSOCIATES	672.00	Sampling
047861	10/10/2018	CDW	CDW GOVERNMENT	8,677.44	(6) Replacement Laptops
047862	10/10/2018	CDW	CDW GOVERNMENT	8,465.55	(7) Replacement Desktop Computers
047863	10/10/2018	CONSOLI	CONSOLIDATED COMMUNICATIONS	1,307.93	Ethernet Service/Phones-MOC
047864	10/10/2018	CS DM	CARD SERVICES	625.99	Conference (CSFMO) and Hotel
047865	10/10/2018	CS RS	CARD SERVICES	345.05	Materials/Supplies - Utility Crew
047866	10/10/2018	CS SS	CARD SERVICES	555.73	Software Programs, Meals
047867	10/10/2018	CSPL	CARD SERVICES	625.99	Conference (CSFMO) and Hotel
047868	10/10/2018	EG FORD	ELK GROVE FORD	3,129.94	Repairs & Maintenance - Truck #410
047869	10/10/2018	FREDER	DAVID FREDERICK	171.55	Clothing Reimbursement
047870	10/10/2018	GOLDEN	GOLDEN STATE FLOW	1,431.83	Replacement Meters
047871	10/10/2018	HOOKS	HOOKS & PROBES	3,233.63	(2) Backflow Enclosures & Ditch Witch Repairs
047872	10/10/2018	INFINIT	INFINITE IT SOLUTIONS INC.	6,160.00	I. T. Contracted Services
047873	10/10/2018	JAYS	JAY'S TRUCKING SERVICE	557.15	Materials & Supplies
047874	10/10/2018	PEPC	POWERS ELEC PRODUCTS CO.	356.58	

Account Number	Date	Description	Amount	Category
047875	10/10/2018	RADIAL	426.80	Repairs & Maintenance - Bore Rig
047876	10/10/2018	RDO 1	1,419.58	
047877	10/10/2018	RYAN	64.44	
047878	10/10/2018	SAC 5	8.00	
047879	10/10/2018	SAC 5	8.00	
047880	10/10/2018	SAC 5	8.00	
047881	10/10/2018	SAC TAX	100.00	Annual Property Taxes
047882	10/10/2018	SAC TAX	100.00	Annual Property Taxes
047883	10/10/2018	SAC TAX	100.00	Annual Property Taxes
047884	10/10/2018	SAC TAX	100.00	Annual Property Taxes
047885	10/10/2018	SAC TAX	100.00	Annual Property Taxes
047886	10/10/2018	SAC TAX	100.00	Annual Property Taxes
047887	10/10/2018	SAC TAX	100.00	Annual Property Taxes
047888	10/10/2018	SAC TAX	100.00	Annual Property Taxes
047889	10/10/2018	SAC TAX	100.00	Annual Property Taxes
047890	10/10/2018	SAC TAX	93.80	Annual Property Taxes
047891	10/10/2018	SIERRA	379.30	
047892	10/10/2018	SOUTHSHI	42.67	
047893	10/10/2018	SUMMIT	121.00	
047894	10/10/2018	TOSHIBA	593.01	
047895	10/10/2018	ULTRA	95.72	
047896	10/10/2018	UNITED	4.21	
047897	10/10/2018	VERIZON	477.29	
047898	10/10/2018	ZUKES	1,500.00	Quarterly Landscaping for MOC/ADMIN
047899	10/18/2018	ACWA	16,370.00	2019 Annual Agency Dues
047900	10/18/2018	ACWAJPI	53,484.81	Medical Benefits - November 2018
047901	10/18/2018	AFLAC	1,900.63	
047902	10/18/2018	AMAZON	2,163.23	Replacement Server for "O" Drive - Treatment Plant
047903	10/18/2018	AWWA	269.00	
047904	10/18/2018	BEN RES	100.00	
047905	10/18/2018	BSK4	80.00	Sampling
047906	10/18/2018	CAL STE	33.29	
047907	10/18/2018	CAP AIR	179.59	
047908	10/18/2018	CS JC	1,394.75	Materials/Supplies - Distribution
047909	10/18/2018	CS MJM	473.05	Software Programs, Meals
047910	10/18/2018	CS SJ	1,431.54	Parking, Airfare, Website Edits, Meals
047911	10/18/2018	CS SP	1,589.27	(5) Airfare Tickets, Employee Appreciation
047912	10/18/2018	CSDA	7,252.00	2019 CSDA Membership Renewal
047913	10/18/2018	DMV	7.00	
047914	10/18/2018	EG FORD	47.00	
047915	10/18/2018	FASTENA	124.42	
047916	10/18/2018	GRAINGE	47.62	
047917	10/18/2018	HMS	1,960.00	Safety - Sampling and Training
047918	10/18/2018	HYDROSC	4,768.50	Operations Assessment and Plan
047919	10/18/2018	INT STA	1,713.11	Fuel
047920	10/18/2018	MAGNUM	1,700.00	Radio Antenna- Hampton Tower Extension
047921	10/18/2018	O'REILLY	93.57	

047922	10/18/2018	PACE	PACE SUPPLY CORP	765.04	Materials & Supplies - Distribution
047923	10/18/2018	PG&E	PACIFIC GAS & ELECTRIC	9.73	
047924	10/18/2018	PIT 4	PURCHASE POWER	57.91	
047925	10/18/2018	PLACER	RIVER CITY RENTALS	405.94	
047926	10/18/2018	RADIAL	RADIAL TIRE OF ELK GROVE	69.55	
047927	10/18/2018	ROOCO	ROOCO RENTS	712.80	
047928	10/18/2018	ROTH	ROTH STAFFING COMPANIES, L.P.	1,756.85	Temporary Customer Service Help
047929	10/18/2018	SAC LAF	SACRAMENTO LAFCO	2,583.00	2018 - 2019 Assessment
047930	10/18/2018	SAFETY	SAFETY CENTER, INC	1,300.00	4 Hour Confined Space Awareness Training
047931	10/18/2018	SIERR C	SIERRA CHEMICAL COMPANY	932.03	Supplies - Treatment
047932	10/18/2018	SIERRA	SIERRA OFFICE SUPPLIES	1,583.10	Various Invoice's - Supplies
047933	10/18/2018	T&T VAL	T&T VALVE AND INSTRUMENT	3,207.70	Electric Valve Actuator for RRWTP Filters
047934	10/18/2018	ZOOM	ZOOM IMAGING SOLUTIONS, INC	237.10	
047935	10/24/2018	BAY ALA	BAY ALARM COMPANY	1,186.36	
047936	10/24/2018	BG SOLU	SOLUTIONS BY BG INC.	6,061.25	Security - Wellsite's
047937	10/24/2018	BSK4	BSK ASSOCIATES	50.00	Daily Tasks/Help Tickets
047938	10/24/2018	CAL STE	CALIFORNIA STEAM	443.82	Sampling
047939	10/24/2018	COUNTY4	SACRAMENTO COUNTY UTILITIES	113.71	
047940	10/24/2018	EG FORD	ELK GROVE FORD	745.05	Repairs & Maintenance - Truck #405
047941	10/24/2018	FASTENA	FASTENAL COMPANY	29.02	
047942	10/24/2018	FRONT C	FRONTIER COMMUNICATIONS	229.70	
047943	10/24/2018	GOLDEN	GOLDEN STATE FLOW	2,550.30	Annual Sensus Software Fee & Meters
047944	10/24/2018	HACH	HACH COMPANY	83.76	
047945	10/24/2018	INT STA	INTERSTATE OIL COMPANY	1,626.08	Fuel
047946	10/24/2018	J MELLO	JUSTIN MELLO	344.25	
047947	10/24/2018	ROTH	ROTH STAFFING COMPANIES, L.P.	842.42	Temporary Customer Service Help
047948	10/31/2018	CRF DE	DEBRA DART	73.90	Account Closed - Customer Refund
047949	10/31/2018	A. TEIC	A. TEICHERT & SON, INC	977.90	Materials/Supplies- Bullheads
047950	10/31/2018	ALL TIT	ALLIED TITLE & ESCROW SERVICES	359.12	Account Closed - Customer Refund
047951	10/31/2018	AMAZON	AMAZON CAPITAL SERVICES	87.35	
047952	10/31/2018	ATT&T	AT&T MOBILITY	331.84	Materials - Treatment
047953	10/31/2018	BRENNTA	BRENNTAG PACIFIC, INC	2,291.10	Sampling
047954	10/31/2018	BSK4	BSK ASSOCIATES	120.00	
047955	10/31/2018	CCPPM	CCPPM	113.14	
047956	10/31/2018	CHI TI	CHICAGO TITLE CO	68.14	Account Closed - Customer Refund
047957	10/31/2018	CINTAS	CINTAS	117.86	Account Closed - Customer Refund
047958	10/31/2018	CRCHI15	CHICAGO TITLE CO.	50.89	Account Closed - Customer Refund
047959	10/31/2018	CRF DAB	DARLENE BROOKS	79.23	Account Closed - Customer Refund
047960	10/31/2018	CRFFTC	FIRST AMERICAN TITLE COMPANY	123.31	Account Closed - Customer Refund
047961	10/31/2018	CRFID10	FIRST AMERICAN TITLE CO	189.23	Account Closed - Customer Refund
047962	10/31/2018	CRFMAN	MARTIN NOLAN	98.07	Account Closed - Customer Refund
047963	10/31/2018	CRFMEI	LI MEI CRAWFORD	25.34	Account Closed - Customer Refund
047964	10/31/2018	CRFORA	ORANGE COAST TITLE	48.67	Account Closed - Customer Refund
047965	10/31/2018	CRFSHH	SHAHWALI HELMAND	72.43	Account Closed - Customer Refund
047966	10/31/2018	CRFSTW	STEWART TITLE OF SACRAMENTO	11.96	Account Closed - Customer Refund
047967	10/31/2018	CROCC	ORANGE COAST TITLE COMPANY	87.36	Account Closed - Customer Refund
047968	10/31/2018	DLT	DLT SOLUTIONS	764.40	Annual Subscription - Auto CAD

047969	10/31/2018	EMP REL	EMPLOYEE RELATIONS, INC	54.35	
047970	10/31/2018	FASTENA	FASTENAL COMPANY	27.72	
047971	10/31/2018	FERRELL	FERRELLGAS	10.09	
047972	10/31/2018	FID 12	FIDELITY NATIONAL TITLE	79.42	
047973	10/31/2018	GOLDEN	GOLDEN STATE FLOW	10,768.79	Account Closed - Customer Refund Meters & Meter Repairs
047974	10/31/2018	HANFORD	HANFORD SAND & GRAVEL, INC	373.72	
047975	10/31/2018	HDR	HDR ENGINEERING INC.	2,460.63	2017 Connection Fee & Water Rate Study
047976	10/31/2018	JOE'S	JOE'S WORK WEAR	86.15	
047977	10/31/2018	LAKE V	LAKE VUE ELECTRIC, INC	382.50	
047978	10/31/2018	MURPHY	MURPHY AUSTIN ADAMS	7,586.00	Legal
047979	10/31/2018	NORTH	NORTH AMERICAN TITLE COMPANY	154.95	Account Closed - Customer Refund
047980	10/31/2018	OREILLY	O'REILLY AUTO PARTS	23.71	
047981	10/31/2018	PACE	PACE SUPPLY CORP	172.39	
047982	10/31/2018	PEST	PEST CONTROL CENTER INC	160.00	
047983	10/31/2018	RADIAL	RADIAL TIRE OF ELK GROVE	32.69	
047984	10/31/2018	RDO 1	RDO TRUST # 80-5800	366.96	
047985	10/31/2018	REED GR	REED & GRAHAM, INC	178.20	
047986	10/31/2018	SIERRA	SIERRA OFFICE SUPPLIES	303.35	
047987	10/31/2018	SOUTHWE	SOUTHWEST ANSWERING	253.04	
047988	10/31/2018	SUMMIT	AIR WORKS INC	224.00	
047989	10/31/2018	UNITED	UNITED SITE SERVICES	302.85	
047990	10/31/2018	WHITE	HDS WHITE CAP CONST SUPPLY	59.64	

Total: 257,037.44

Check History Report

11/1/2018 to 11/30/2018
Elk Grove Water District

Check Number	Check Date	Vendor Number	Name	Check Amount	Explanation
047991	11/6/2018	A. TEIC	A. TEICHERT & SON, INC	626.18	Materials & Supplies - Bullheads
047992	11/6/2018	BAY ALA	BAY ALARM COMPANY	95.00	
047993	11/6/2018	BG SOLU	SOLUTIONS BY BG INC.	5,752.50	Daily Tasks/Help Tickets
047994	11/6/2018	COUNTY5	COUNTY OF SACRAMENTO DEPT. OF TECHNOLOGY	2,523.00	WEBGIS VPN & Support
047995	11/6/2018	CRF GRA	GRANITE CONSTRUCTION	1,181.58	Refund Water Permit Deposit
047996	11/6/2018	CRF KLE	KLEINFELDER	2,000.00	Construction Meter Deposit Refund
047997	11/6/2018	CRF MOZ	MOZINGO CONSTRUCTION, INC	1,407.59	Refund Water Permit Deposit
047998	11/6/2018	CRFLICI	LIGHTWAVE CONSTRUCTION, INC	654.05	Refund Water Permit Deposit
047999	11/6/2018	CRFMRH	MR. MOTORHOME	1,119.20	Refund Water Permit Deposit
048000	11/6/2018	DATAPRO	DATAPROSE LLC	7,282.94	Monthly Billing - October 2018
048001	11/6/2018	FASTENA	FASTENAL COMPANY	154.17	
048002	11/6/2018	HANFORD	HANFORD SAND & GRAVEL, INC	263.04	
048003	11/6/2018	JAN PRO	JAN-PRO CLEANING SYSTEMS OF KREATIVE DESIGN/MARKETING	255.00	
048004	11/6/2018	KREAT	KREATIVE DESIGN/MARKETING	269.10	
048005	11/6/2018	NOSKY	NOSKY LEGAL GROUP	4,102.60	Legal - October
048006	11/6/2018	PACE	PACE SUPPLY CORP	840.96	Materials & Supplies - Distribution
048007	11/6/2018	RADIAL	RADIAL TIRE OF ELK GROVE	888.01	(2) Invoices - Repairs & Maintenance
048008	11/6/2018	REPUBLI	REPUBLIC SERVICES #922	1,231.12	
048009	11/6/2018	ROTH	ROTH STAFFING COMPANIES, L.P.	1,984.76	Temporary Customer Service Help
048010	11/6/2018	SIERRA	SIERRA OFFICE SUPPLIES	136.19	
048011	11/6/2018	SMUD	SMUD	538.52	
048012	11/6/2018	TOSHIBA	TOSHIBA FINANCIAL SERVICES	593.01	ADMIN - Copier
048013	11/14/2018	ACWAJPI	CB&T/ACWA-JPIA	69,413.90	Medical Benefits - December 2018
048014	11/14/2018	AFLAC	AFLAC	1,900.63	
048015	11/14/2018	BEN RES	BENEFIT RESOURCE, INC	100.00	
048016	11/14/2018	BRINKS	BRINK'S INCORPORATED	361.76	
048017	11/14/2018	BSK4	BSK ASSOCIATES	3,623.50	Sampling - Treatment
048018	11/14/2018	CCPPM	CCPPM	9,498.02	2018 Fall & Winter News Letter, Postage
048019	11/14/2018	CONSOLI	CONSOLIDATED COMMUNICATIONS	1,269.06	Ethernet Service/Phones-MOC
048020	11/14/2018	COUNTY	COUNTY OF SACRAMENTO	285,250.73	June - Zone 40 & 41 Billings
048021	11/14/2018	CS DM	CARD SERVICES	34.75	
048022	11/14/2018	CS SJ	CARD SERVICES	740.00	ACWA Conference, Training
048023	11/14/2018	CS SS	CARD SERVICES	314.23	Materials & Supplies - Treatment
048024	11/14/2018	CSPL	CARD SERVICES	50.00	Employee Appreciation
048025	11/14/2018	ELK LOC	ELK GROVE LOCK AND SAFE CO	11.31	
048026	11/14/2018	FASTENA	FASTENAL COMPANY	471.97	
048027	11/14/2018	FERRELL	FERRELL GAS	148.16	
048028	11/14/2018	GOLDEN	GOLDEN STATE FLOW	31,595.64	Meters

048029	11/14/2018	GRAINGE	GRAINGER	62.02	
048030	11/14/2018	HACH	HACH COMPANY	1,062.59	
048031	11/14/2018	HOPKINS	HOPKINS TECHNICAL PRODUCTS	164.38	
048032	11/14/2018	JAN PRO	JAN-PRO CLEANING SYSTEMS OF	380.00	
048033	11/14/2018	JAYS	JAY'S TRUCKING SERVICE	410.00	
048034	11/14/2018	PACE	PACE SUPPLY CORP	865.88	Materials & Supplies - Distribution
048035	11/14/2018	PURCH	PURCHASE POWER	537.15	ADMIN - Postage Machine
048036	11/14/2018	REPUBLI	REPUBLIC SERVICES #922	77.48	
048037	11/14/2018	ROTH	ROTH STAFFING COMPANIES, L.P.	877.04	Temporary Customer Service Help
048038	11/14/2018	RWA	REGIONAL WATER AUTHORITY	175.50	
048039	11/14/2018	SIERRA C	SIERRA CHEMICAL COMPANY	745.63	Materials & Supplies - Treatment
048040	11/14/2018	SIERRA	SIERRA OFFICE SUPPLIES	395.94	
048041	11/14/2018	SMUD	SMUD	5,843.97	
048042	11/14/2018	SMUD	SMUD	2,968.39	
048043	11/14/2018	SMUD	SMUD	6,226.67	
048044	11/14/2018	SMUD	SMUD	126.08	
048045	11/14/2018	SMUD	SMUD	510.77	
048046	11/14/2018	SMUD	SMUD	6,932.16	
048047	11/14/2018	SMUD	SMUD	1,427.46	
048048	11/14/2018	SMUD	SMUD	3,141.83	
048049	11/14/2018	T&T VAL	T&T VALVE AND INSTRUMENT	350.61	
048050	11/14/2018	ULTRA	ULTRA TRUCK WORKS, INC	15.84	
048051	11/14/2018	VERIZON	VERIZON WIRELESS	526.68	
048052	11/20/2018	A. TEIC	A. TEICHERT & SON, INC	542.45	Materials & Supplies - Utility Crew
048053	11/20/2018	AIR QUA	AIR QUALITY	5,256.00	Permit to Operate Renewal Fees FY 18 - 19
048054	11/20/2018	AMAZON	AMAZON CAPITAL SERVICES	213.59	
048055	11/20/2018	BG SOLU	SOLUTIONS BY BG INC.	9,392.50	Daily Tasks/Help Tickets
048056	11/20/2018	BSK4	BSK ASSOCIATES	615.00	Sampling - Treatment
048057	11/20/2018	CAL STE	CALIFORNIA STEAM	1,233.74	Repairs & Maintenance - Vector
048058	11/20/2018	CAL STE	CALIFORNIA STEAM	99.45	
048059	11/20/2018	CAL STE	CALIFORNIA STEAM	156.45	
048060	11/20/2018	CINTAS	CINTAS	76.69	
048061	11/20/2018	COEG	CITY OF ELK GROVE	779.27	
048062	11/20/2018	COUNTY	COUNTY OF SACRAMENTO	604,487.70	July & August - Zone 40 & 41 Billings
048063	11/20/2018	COUNTY3	COUNTY OF SACRAMENTO	25.00	
048064	11/20/2018	CS BK	CARD SERVICES	750.50	Hotel, Flight, Parking, Meals, LYFT
048065	11/20/2018	CS JC	CARD SERVICES	141.99	Materials & Supplies - Distribution
048066	11/20/2018	CS MJM	CARD SERVICES	607.49	Contracted Services, Meals
048067	11/20/2018	CS RS	CARD SERVICES	1,321.46	Materials & Supplies - Utility Crew
048068	11/20/2018	CS SP	CARD SERVICES	882.03	Hotel, Employee Appreciation, Meals
048069	11/20/2018	EMPLOYE	EMPLOYEE BASED SYSTEMS	200.00	
048070	11/20/2018	FASTENA	FASTENAL COMPANY	89.79	Operations Assessment & Plan
048071	11/20/2018	HYDROSC	HYDROSCIENCE ENGINEERS, INC	12,690.00	Fuel
048072	11/20/2018	INT STA	INTERSTATE OIL COMPANY	3,198.09	Materials & Supplies - Utility Crew/Distribution
048073	11/20/2018	JAYS	JAY'S TRUCKING SERVICE	1,550.09	Mileage Reimbursement
048074	11/20/2018	KAMILOS	BRUCE KAMILOS	17.44	
048075	11/20/2018	O'REILLY	O'REILLY AUTO PARTS	15.07	
048076	11/20/2018	PACE	PACE SUPPLY CORP	1,649.40	Materials & Supplies - Bullheads

048077	11/20/2018	PG&E	PACIFIC GAS & ELECTRIC	20.21	
048078	11/20/2018	PLATT2	PLATT	32.69	
048079	11/20/2018	RADIAL	RADIAL TIRE OF ELK GROVE	730.75	(3) Invoices - Repairs & Maintenance - Vermeer & Bobcat
048080	11/20/2018	RWA	REGIONAL WATER AUTHORITY	348.24	Turf Alternatives Flyer
048081	11/20/2018	TRUEPOI	TRUEPOINT SOLUTIONS	1,320.00	Custom Development - Apply changes to TrueCIP
048082	11/28/2018	A. TEIC	A. TEICHERT & SON, INC	557.69	Materials & Supplies - Utility Crew
048083	11/28/2018	AMAZON	AMAZON CAPITAL SERVICES	952.27	(2) Printers - MOC/ADMIN
048084	11/28/2018	BAY ALA	BAY ALARM COMPANY	1,655.26	Security - Wellsite's
048085	11/28/2018	BSK4	BSK ASSOCIATES	290.00	Sampling - Treatment
048086	11/28/2018	CAP RUB	CAPITAL RUBBER & GASKET	46.29	
048087	11/28/2018	CRF AHO	ARTISAN HOMES OF CALIFORNIA	84.00	
048088	11/28/2018	CRF CEC	CECILIA HURTADO	66.67	
048089	11/28/2018	CRF LEN	LENNAR HOMES CA, INC	50.90	
048090	11/28/2018	CRF LEN	LENNAR HOMES CA, INC	28.92	
048091	11/28/2018	CRFFNTO	FIDELITY NATIONAL TITLE CO	35.19	
048092	11/28/2018	CRFGAY	GAYLE HEUER	27.06	
048093	11/28/2018	CRFKAWC	KAWAME CURRY	7.17	
048094	11/28/2018	FASTENA	FASTENAL COMPANY	133.08	
048095	11/28/2018	FERRELL	FERRELLGAS	9.81	
048096	11/28/2018	FRONT C	FRONTIER COMMUNICATIONS	238.93	
048097	11/28/2018	HANFORD	HANDFORD SAND & GRAVEL, INC	326.75	
048098	11/28/2018	MAXWELL	DENISE MAXWELL	30.38	Mileage Reimbursement
048099	11/28/2018	PACE	PACE SUPPLY CORP	683.21	(3) Invoices - Materials & Supplies - Bullheads & Distribution
048100	11/28/2018	PAULA M	PAULA MAITA & COMPANY	1,496.36	Operations - Shirts
048101	11/28/2018	PLATT2	PLATT	76.55	
048102	11/28/2018	PLATT2	PLATT	91.91	
048103	11/28/2018	ROTH	ROTH STAFFING COMPANIES, L.P.	1,736.77	Temporary Customer Service Help
048104	11/28/2018	SIERRA	SIERRA OFFICE SUPPLIES	195.02	
048105	11/28/2018	UNITED	UNITED SITE SERVICES	302.85	
048106	11/28/2018	ZOOM	ZOOM IMAGING SOLUTIONS, INC	237.10	

Total: 1,130,309.47

**Elk Grove Water District
Active Account Information
10/31/2018**

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
Water Accounts:												
Metered												
Residential	11,799	11,819	11,800	11,810								
Commercial	532	363	366	363								
Irrigation		166	166	169								
Fire Service	178	177	178	179								
Total Accounts	12,509	12,525	12,510	12,521	-	-	-	-	-	-	-	-

**Elk Grove Water District
Active Account Information
FY 2017/2018**

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
Water Accounts:												
Metered												
Residential	11,787	11,811	11,786	11,812	11,789	11,784	11,806	11,780	11,793	11,794	11,805	11,799
Commercial	527	526	527	527	527	527	530	530	528	529	531	531
Fire Service	175	175	177	178	177	177	177	177	177	178	178	177
Total Accounts	12,489	12,512	12,490	12,517	12,493	12,488	12,513	12,487	12,498	12,501	12,514	12,507

**Elk Grove Water District
Active Account Information
11/30/2018**

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
Water Accounts:												
Metered												
Residential	11,799	11,819	11,800	11,810	11,800							
Commercial	532	363	366	363	364							
Irrigation		166	166	169	169							
Fire Service	178	177	178	179	179							
Total Accounts	12,509	12,525	12,510	12,521	12,512	-	-	-	-	-	-	-

**Elk Grove Water District
Active Account Information
FY 2017/2018**

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
Water Accounts:												
Metered												
Residential	11,787	11,811	11,786	11,812	11,789	11,784	11,806	11,780	11,793	11,794	11,805	11,799
Commercial	527	526	527	527	527	527	530	530	528	529	531	531
Fire Service	175	175	177	178	177	177	177	177	177	178	178	177
Total Accounts	12,489	12,512	12,490	12,517	12,493	12,488	12,513	12,487	12,498	12,501	12,514	12,507

Elk Grove Water District

Bond Covenant Status

For Fiscal Year 2018-19

As of October 31, 2018

Adjusted for Prepayments

Operating Revenues:

Charges for Services	\$ 5,549,199
----------------------	--------------

Operating Expenses:

Salaries & Benefits (2)	1,015,724
-------------------------	-----------

Seminars, Conventions and Travel	12,974
----------------------------------	--------

Office & Operational	387,215
----------------------	---------

Purchased Water	1,154,332
-----------------	-----------

Outside Services	239,812
------------------	---------

Equipment Rent, Taxes, and Utilities	131,770
--------------------------------------	---------

Total Operating Expenses	2,941,828
--------------------------	-----------

Net Operating Income	\$ 2,607,372
-----------------------------	---------------------

Annual Interest & Principal Payments	
\$3,823,909	\$ 1,274,636 (1)

Debt Service Coverage Ratio, YTD Only:	2.05
-----------------------------------------------	-------------

Required	1.15
-----------------	-------------

Notes:

1. Reflects budget divided by number of months year to date.

However, first Principal/Interest Payments made in September.

Projected Annual Budget Coverage Ratio is	1.39
-------------------------------------------	-------------

2. Reflects only YTD due to CalPERS, not entire prepayment for year.

Elk Grove Water District

Bond Covenant Status

For Fiscal Year 2018-19

As of November 30, 2018

Adjusted for Prepayments

Operating Revenues:

Charges for Services	\$ 6,857,274
----------------------	--------------

Operating Expenses:

Salaries & Benefits (2)	1,294,677
Seminars, Conventions and Travel	15,215
Office & Operational	463,121
Purchased Water	1,397,347
Outside Services	302,666
Equipment Rent, Taxes, and Utilities	156,299
Total Operating Expenses	<u>3,629,325</u>

Net Operating Income

	<u>\$ 3,227,948</u>
--	---------------------

Annual Interest & Principal Payments

\$3,823,909	\$ 1,593,295 (1)
-------------	------------------

Debt Service Coverage Ratio, YTD Only:

2.03

Required

1.15

Notes:

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

1.39

2. Reflects only YTD due to CalPERS, not entire prepayment for year.

Elk Grove Water District
Year to Date Revenues and Expenses Compared to Budget
As of Oct 31, 2018

	General Ledger Reference	YTD Activity	Annual Budget	4/12=33.33% Variance	% Realized
Revenues	4100 - 4900	\$ 5,549,199	\$ 14,821,253	\$ (9,272,054)	37.44%
Salaries & Benefits	5100 - 5280	1,179,633	4,167,812	(2,988,180)	28.30%
less Capitalized Labor		(63,416)	(453,517)	390,101	13.98%
Less CalPERS Prepayment for Remainder of Year: (3)		(100,493)			
Adjusted Salaries and Benefits:		\$ 1,015,724	\$ 3,714,295	\$ (2,598,079)	27.35%
Seminars, Conventions and Travel	5300 - 5350	12,974	49,280	(36,306)	26.33%
Office & Operational	5410 - 5494	387,215	1,137,527	(750,312)	34.04%
Purchased Water est. (4)	5495 - 5495	1,154,332	3,178,328	(2,023,996)	36.32%
Outside Services	5505 - 5580	239,812	975,178	(735,366)	24.59%
Equipment Rent, Taxes, Utilities	5620 - 5760	131,770	438,900	(307,130)	30.02%
Total Operational Expenses		\$ 2,941,828	\$ 9,493,508	\$ (6,451,188)	30.99%
Net Operating Income		\$ 2,607,372	\$ 5,327,745	\$ (2,820,866)	48.94%
Non-Operating Revenues					
Interest Received	9910 - 9910	48,056	100,000	(51,944)	48.06%
Unrealized Gains/Losses	9911 - 9911	(5,178)	-	(5,178)	-
Other Income/Expense	9920 - 9973	9,894	-	9,894	100.00%
Total Non-Operating Revenues		\$ 52,772	\$ 100,000	\$ (47,228)	52.77%
Non-Operating Expenses					
Election Costs	9950 - 9950	-	150,000	(150,000)	0.00%
All other Non-Operating Expenses					
Capital Expenses (2):					
Capital Improvements	1705 - 1760	122,015	390,000	(267,985)	31.29%
Capital Replacements	1705 - 1760	3,522	824,000	(820,478)	0.43%
Unforeseen Capital Projects	1705 - 1760	-	100,000	(100,000)	0.00%
Capital Expenses:		\$ 125,537	\$ 1,314,000	\$ (1,188,463)	9.55%
Bond Interest Accrued	7300 - 7300	584,636	1,753,909	(1,169,273)	33.33%
Total Non Operating Expenses		\$ 710,174	\$ 3,217,909	\$ (2,507,735)	22.07%
Revenues in Excess of All Expenditures, including Capital		\$ 1,949,970	\$ 2,209,836	\$ (360,359)	88.24%
Bond Retirement (1):		\$ 690,000	\$ 2,070,000	\$ (1,380,000)	33.33%
Net Position after Capital and Debt Retirement Expenditures		\$ 1,259,970	\$ 139,836	\$ 1,019,641	

Notes:

- Bond retirement payments are made two times a year in September and March
- YTD Activity includes \$63,416 in capitalized labor charged to capital projects
- The District prepays CalPERS for the employers' share of retirement costs for the entire year
By doing this, the District saves approximately 3.6% in its total CalPERS payments for the year
The adjusted salaries and benefits above shows what salaries and benefits would be if only the amount due to CalPERS YTD was paid YTD, with no prepayment
- There is a lag in water billings from the Sacramento Water District. Included above is an estimate of costs to date based on water used

Elk Grove Water District
Year to Date Revenues and Expenses Compared to Budget
As of Nov 30, 2018

	General Ledger Reference	YTD Activity	Annual Budget	5/12=41.67% Variance	% Realized
Revenues	4100 - 4900	\$ 6,857,274	\$ 14,821,253	\$ (7,963,979)	46.27%
Salaries & Benefits	5100 - 5280	1,479,974	4,167,812	(2,687,838)	35.51%
less Capitalized Labor		(84,804)	(453,517)	368,713	18.70%
Less CalPERS Prepayment for Remainder of Year: (3)		(100,493)			
Adjusted Salaries and Benefits:		\$ 1,294,677	\$ 3,714,295	\$ (2,319,125)	34.86%
Seminars, Conventions and Travel	5300 - 5350	15,215	49,280	(34,065)	30.88%
Office & Operational	5410 - 5494	463,121	1,137,527	(674,406)	40.71%
Purchased Water est. (4)	5495 - 5495	1,397,347	3,178,328	(1,780,981)	43.96%
Outside Services	5505 - 5580	302,666	975,178	(672,512)	31.04%
Equipment Rent, Taxes, Utilities	5620 - 5760	156,299	438,900	(282,601)	35.61%
Total Operational Expenses		\$ 3,629,325	\$ 9,493,508	\$ (5,763,690)	38.23%
Net Operating Income		\$ 3,227,948	\$ 5,327,745	\$ (2,200,289)	60.59%
Non-Operating Revenues					
Interest Received	9910 - 9910	64,271	100,000	(35,729)	64.27%
Unrealized Gains/Losses	9911 - 9911	18,606	-	18,606	-
Other Income/Expense	9920 - 9973	21,563	-	21,563	100.00%
Total Non-Operating Revenues		\$ 104,440	\$ 100,000	\$ 4,440	104.44%
Non-Operating Expenses					
Election Costs	9950 - 9950	-	150,000	(150,000)	0.00%
All other Non-Operating Expenses					
Capital Expenses (2):					
Capital Improvements	1705 - 1760	148,288	390,000	(241,712)	38.02%
Capital Replacements	1705 - 1760	3,522	824,000	(820,478)	0.43%
Unforeseen Capital Projects	1705 - 1760	-	100,000	(100,000)	0.00%
Capital Expenses:		\$ 151,810	\$ 1,314,000	\$ (1,162,190)	11.55%
Bond Interest Accrued	7300 - 7300	730,795	1,753,909	(1,023,114)	41.67%
Total Non Operating Expenses		\$ 882,605	\$ 3,217,909	\$ (2,335,304)	27.43%
Revenues in Excess of All Expenditures, including Capital		\$ 2,449,783	\$ 2,209,836	\$ 139,454	110.86%
Bond Retirement (1):		\$ 862,500	\$ 2,070,000	\$ (1,207,500)	41.67%
Net Position after Capital and Debt Retirement Expenditures		\$ 1,587,283	\$ 139,836	\$ 1,346,954	

Notes:

- Bond retirement payments are made two times a year in September and March
- YTD Activity includes \$84,804 in capitalized labor charged to capital projects
- The District prepays CalPERS for the employers' share of retirement costs for the entire year
By doing this, the District saves approximately 3.6% in its total CalPERS payments for the year
The adjusted salaries and benefits above shows what salaries and benefits would be if only the amount due to CalPERS YTD was paid YTD, with no prepayment
- There is a lag in water billings from the Sacramento Water District. Included above is an estimate of costs to date based on water used

Consultant Expenses
October 31, 2018

Fiscal Retainer Contracts

Consultant	Description	Total Contract	Current Month	Paid to date	2018-2019 FY Budget	Percent of year (34%)
Nosky Legal Group	Task orders	TBD	\$ 7,856	\$ 18,903	\$ 175,000	10.80%
Solutions by BG, Inc.	Task orders	477,325.00	\$ 12,708	\$ 44,801	\$ 152,500	29.38%
Infinite IT Solutions Inc.	Task orders	250,000.00	\$ 6,160	\$ 18,480	\$ 73,920	25.00%

Major Contracts

Consultant	Description	Total Contract	Current Month	Paid to date	2018-2019 FY Budget	Percent of Contract Amount
HDR Engineering, Inc.	Water Rate Study	88,650	\$ 2,461	\$ 10,067	\$ 11,280	89.25%

Consultant Expenses
November 30, 2018

Fiscal Retainer Contracts

Consultant	Description	Total Contract	Current Month	Paid to date	2018-2019 FY Budget	Percent of year (42%)
Nosky Legal Group	Task orders	TBD	\$ 4,103	\$ 23,006	\$ 175,000	13.15%
Solutions by BG, Inc.	Task orders	477,325.00	\$ 15,145	\$ 59,946	\$ 152,500	39.31%
Infinite IT Solutions Inc.	Task orders	250,000.00	\$ -	\$ 18,480	\$ 73,920	25.00%

Major Contracts

Consultant	Description	Total Contract	Current Month	Paid to date	2018-2019 FY Budget	Percent of Contract Amount
HDR Engineering, Inc.	Water Rate Study	88,650	\$ -	\$ 10,067	\$ 11,280	89.25%

**Elk Grove Water District
Major Capital Improvement Project
Budget vs Actuals
October 31, 2018**

Capital Project	Total Project Budget	Total Project Exp to Date	Percent Spent	Capitalized Labor	Fund Type	Project Type	2018-19 Budget		Oct Project Exp	Total YTD (1)	YTD % Spent
							\$				
Backyard Water Mains/Service Replacement	\$ 734,000	\$ 750	0.10%	\$ -	R&R	Supply/Distribution	734,000	750	\$ 750	750	0.10%
Kent Street Water Main	280,000	239,792	85.64%	-	R&R	Supply/Distribution	-	-	-	224	100.00% (2)
Camden Water Main Relocations	28,462	28,462	100.00%	-	R&R	Supply/Distribution	-	-	-	2,548	100.00% (2)
RRWTF Parking Lot Repaving	90,000	-	0.00%	-	R&R	Building and Site	90,000	-	-	-	0.00%
Service Line Replacements	750,000	522,512	69.67%	61,071	CIP	Supply/Distribution	-	12,192	86,247	86,247	100.00% (2)
Radio Antennas	80,000	16,248	20.31%	2,344	CIP	Treatment	-	1,700	6,719	6,719	100.00% (2)
RRWTF Generator PLC/SCADA Upgrade	35,000	-	0.00%	-	CIP	Treatment	35,000	-	-	-	0.00%
Well 3 Pump Replacement	180,000	-	0.00%	-	CIP	Treatment	180,000	-	-	-	0.00%
Hampton WTP Generator Removal	25,000	-	0.00%	-	CIP	Treatment	25,000	-	-	-	0.00%
Truck Replacements	115,000	-	0.00%	-	CIP	Building and Site	115,000	-	-	-	0.00%
I.T. Servers	35,000	28,955	82.73%	-	CIP	Building and Site	35,000	2,163	28,955	28,955	82.73%
Fiber Optic Cable	135,000	136,260	100.93%	-	CIP	Building and Site	-	-	-	95	100.00% (2)
Unforeseen Capital Projects	100,000	-	0.00%	-	-	-	100,000	-	-	-	0.00%
Sub-Total	\$ 2,587,462	\$ 972,978	37.60%	\$ 63,416			\$ 1,314,000	\$ 16,805	\$ 125,537	\$ 125,537	9.55%

(1) Includes \$63,416 in capitalized labor through 10/31/18

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

**Elk Grove Water District
Major Capital Improvement Project
Budget vs Actuals
November 30, 2018**

Capital Project	Total Project Budget	Total Project Exp to Date	Percent Spent	Capitalized Labor	Fund Type	Project Type	2018-19 Budget		Nov Project Exp	Total YTD (1)	YTD % Spent
							Budget	Exp			
Backyard Water Mains/Service Replacement	\$ 734,000	\$ 750	0.10%	-	R&R	Supply/Distribution	\$ 734,000	-	-	\$ 750	0.10%
Kent Street Water Main	280,000	239,792	85.64%	-	R&R	Supply/Distribution	-	-	-	224	100.00% (2)
Camden Water Main Relocations	28,462	28,462	100.00%	-	R&R	Supply/Distribution	-	-	-	2,548	100.00% (2)
RRWTF Parking Lot Repaving	90,000	-	0.00%	-	R&R	Building and Site	90,000	-	-	-	0.00%
Service Line Replacements	750,000	548,784	73.17%	82,460	CIP	Supply/Distribution	-	26,273	-	112,519	100.00% (2)
Radio Antennas	80,000	16,248	20.31%	2,344	CIP	Treatment	-	-	-	6,719	100.00% (2)
RRWTF Generator PLC/SCADA Upgrade	35,000	-	0.00%	-	CIP	Treatment	35,000	-	-	-	0.00%
Well 3 Pump Replacement	180,000	-	0.00%	-	CIP	Treatment	180,000	-	-	-	0.00%
Hampton WTP Generator Removal	25,000	-	0.00%	-	CIP	Treatment	25,000	-	-	-	0.00%
Truck Replacements	115,000	-	0.00%	-	CIP	Building and Site	115,000	-	-	-	0.00%
I.T. Servers	35,000	28,955	82.73%	-	CIP	Building and Site	35,000	-	-	28,955	82.73%
Fiber Optic Cable	135,000	136,260	100.93%	-	CIP	Building and Site	-	-	-	95	100.00% (2)
Unforeseen Capital Projects	100,000	-	0.00%	-	-	-	100,000	-	-	-	0.00%
Sub-Total	\$ 2,587,462	\$ 999,251	38.62%	\$ 84,804			\$ 1,314,000	\$ 26,273	\$ 151,810	\$ 151,810	11.55%

(1) Includes \$84,804 in capitalized labor through 11/30/18

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

December 19, 2018

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

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 Board has requested a monthly summary of committee meetings. No committee meetings were held in the month of October or November.

DISCUSSION

Background

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

Present Situation

No committee meetings were held in the month of October or November.

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

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

AGENDA ITEM No. 4

December 19, 2018

COMMITTEE MEETINGS

Page 2

FINANCIAL SUMMARY

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

Respectfully Submitted,



STEFANI PHILLIPS,
BOARD SECRETARY

December 19, 2018

TO: Chairperson and Directors of the Florin Resource Conservation District

FROM: Mark J. Madison, General Manager

SUBJECT: **ELK GROVE WATER DISTRICT OPERATIONS REPORT – OCTOBER AND NOVEMBER 2018**

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 during both October and November 2018. Other notable events are described below.

DISCUSSION

Background

Every month, staff presents an update of the activities related to the operations of the District. Included for the Board's review is the EGWD's October and November 2018 Operations Report.

Present Situation

The EGWD October 2018 Operations Report highlights are as follows:

- **Operations Activities Summary** – The District hung 813 door hangers for past due balances which resulted in 119 shutoffs. There was 3 water pressure complaints and no water quality complaints. Upon further inspection, none of the water pressure complaints were validated.
- **Production** – The Combined Total Service Area 1 production graph on page 13 shows that production during the month of October increased 1.35 percent compared to October 2017, and is 8.39 percent less than what was produced in 2013. The Total Demand/Production for both service areas on page 14 shows that

AGENDA ITEM No. 5

ELK GROVE WATER DISTRICT OPERATIONS REPORT – OCTOBER AND NOVEMBER 2018

Page 2

customer use during the month of October, compared to October 2013, was down by 6.99 percent.

- **Static and Pumping Level Graphs** – The third quarter soundings are shown and indicate that all of the static water levels in deeper zones have increased as compared to 2016. The shallow zones have also shown improvement.
- **Treatment (Compliance Reporting)** – All samples taken during the month are in compliance with all regulatory permit requirements. No exceedances of any maximum contaminant levels were found and all water supplied to the District's customers met or exceeded safe drinking water standards.
- **Preventative Maintenance Program** – The tables included in this section of the report also include certain activities completed to date. Below is a list of out-of-ordinary maintenance work completed in October:
 - Staff inspected and replaced a pressure logger at one of the sample stations.
 - Staff troubleshooted and eventually replaced the power circuit monitor at RRWTP.
 - Staff conducted a test at well #3 Mar-Val in efforts to discover an excessive presence of dissolved oxygen in the raw water.
- **Backflow Prevention Program 2018** – There were 43 notices issued for the month. From the initial testing notices 18 devices passed and 1 failed. The 1 failed device was repaired, retested and passed. There were 24 secondary notices issued, of which we have received 16 passing tests. There is a total of 8 outstanding devices as of this month, which will require further investigation.
- **Safety Meetings/Training** – There were 4 safety training sessions conducted for the month. Only 2 safety sessions are required by OSHA standards.
- **Service Line Replacement Map** – The District replaced 5 residential service lines in the month of October.
- **Service and Main Leaks Map** – There was 2 service line leaks and no main leaks reported for the month.

ELK GROVE WATER DISTRICT OPERATIONS REPORT – OCTOBER AND NOVEMBER 2018

Page 3

The EGWD November 2018 Operations Report highlights are as follows:

- **Operations Activities Summary** – The District hung 689 door hangers for past due balances which resulted in 57 shutoffs. There was 2 water pressure complaints and 1 water quality complaint. Upon further inspection, neither of the complaints were validated.
- **Production** – The Combined Total Service Area 1 production graph on page 13 shows that production during the month of November increased 26.98 percent compared to November 2017, and is 9.23 percent less than what was produced in 2013. The Total Demand/Production for both service areas on page 14 shows that customer use during the month of November, compared to November 2013, was down by 8.55 percent.
- **Static and Pumping Level Graphs** – The third quarter soundings are shown and indicate that all of the static water levels in deeper zones have increased as compared to 2016. The shallow zones have also shown improvement.
- **Treatment (Compliance Reporting)** – All samples taken during the month are in compliance with all regulatory permit requirements. No exceedances of any maximum contaminant levels were found and all water supplied to the District's customers met or exceeded safe drinking water standards.
- **Preventative Maintenance Program** – The tables included in this section of the report also include certain activities completed to date. Below is a list of out-of-ordinary maintenance work completed in November:
 - Staff examined and replaced two communication switches at the RRWTP.
 - Staff assisted with the replacement of the standby generator PLC/HMI at the RRWTP.
- **Backflow Prevention Program 2018** – There were 44 notices issued for the month. From the initial testing notices 26 devices passed and 5 failed. The 5 failed device were repaired, retested and passed. There were 12 secondary notices issued, of which we have received no passing tests. There is a total of 12 outstanding devices as of this month, which will require further investigation.

ELK GROVE WATER DISTRICT OPERATIONS REPORT – OCTOBER AND NOVEMBER 2018

Page 4

- **Safety Meetings/Training** – There were 2 safety training sessions conducted for the month. Only 2 safety sessions are required by OSHA standards.
- **Service Line Replacement Map** – The District replaced 10 residential service lines in the month of November.
- **Service and Main Leaks Map** – There was 4 service line leaks and 1 main leak reported for the month.

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

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

FINANCIAL SUMMARY

There is no financial impact associated with this report.

Respectfully Submitted,



MARK J. MADISON
GENERAL MANAGER

MJM/ah

EGWD

OPERATIONS REPORT

October 2018



Elk
Grove
Water
District



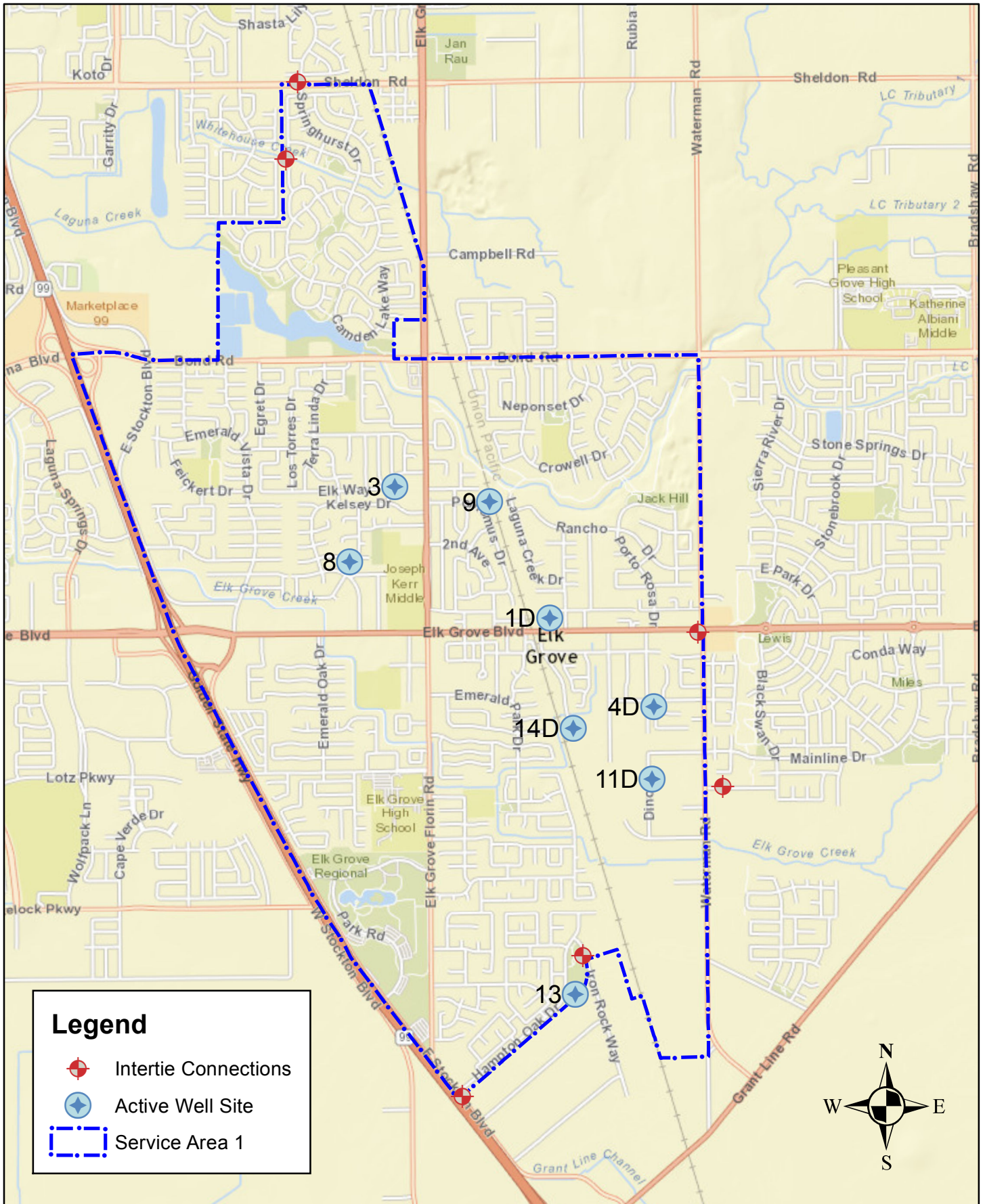
Elk Grove Water District
Operations Report
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Operations Activities Summary

<u>Service Requests:</u>	October-18		YTD (Since Jan. 1, 2018)	
<u>Department</u>	<u>Service Request</u>	<u>Hours</u>	<u>Service Request</u>	<u>Hours</u>
Distribution				
Door Hangers	813	42.25	5657	303
Shut offs	119	22.75	695	180.78
Turn ons	136	16.26	795	181.10
Investigations	44	25.75	422	322.73
USA Locates	385	96.25	2,320	580
Customer Complaints				
-Pressure	3	1.75	16	10
-Water Quality	0	0	20	17.5
-Other	0	0	0	0

<u>Work Orders:</u>	October -18		YTD (Since Jan. 1, 2018)	
<u>Department</u>	<u>Work Orders</u>	<u>Hours</u>	<u>Work Orders</u>	<u>Hours</u>
Treatment:				
Preventative Maint.	19	59	216	471.5
Corrective Maint.	4	54	99	502
Water Samples	21	49.5	184	489.5
Distribution:				
Meters Installed	5	6.5	22	19.75
Meter Change Out	42	36.5	203	167
Preventative Maint.				
-Hydrant Maintenance (135)	176	29.5	1,611	446.5
-Valve Exercising (120)	150	35.5	1,425	329.5
-Other	0	0	0	0
Corrective Maint.				
-Leaks	2	58.5	28	621.25
-Other	22	155	123	748.5
Valve Locates	1	4	4	53
Utility:				
Service Line Replacement	5	126	141	2,345.35
Corrective Maint.	0	0	0	0

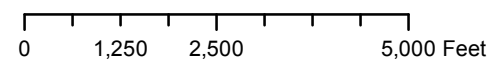


Legend

-  Intertie Connections
-  Active Well Site
-  Service Area 1



Active Well Sites & Intertie Connections



Elk Grove Water District



Elk Grove Water District

Monthly Production

Well 1D School -- Oct. 2018

Selected Month Production
4,878,192 Gallons

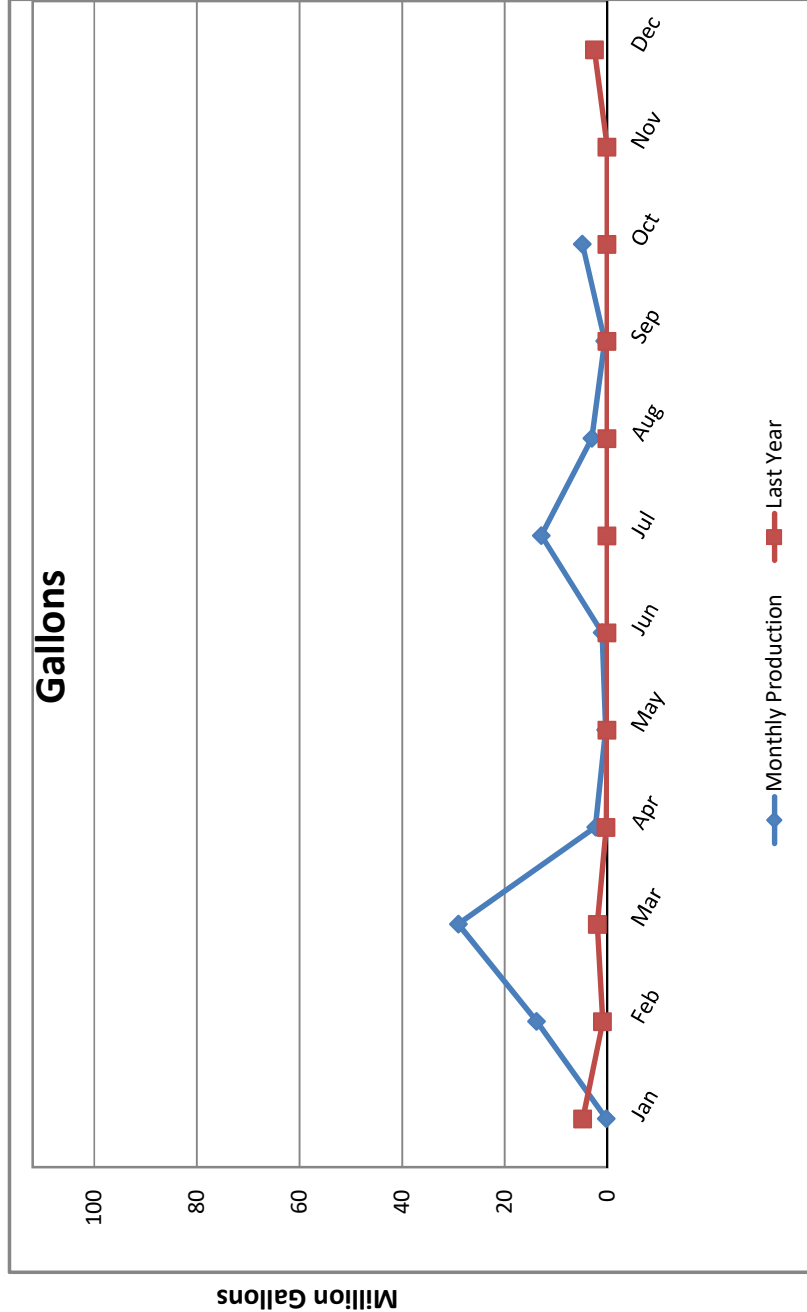
Average GPM:
1,752

Motor:
Volts: 470
Volts (Rated): 460
RPM: 1788
RPM (Rated): 2115
Amps A: 180
Amps A (Rated): 222
Amps B: 178
Amps B (Rated): 222
Amps C: 172
Amps C (Rated): 222

Motor Temp: 129.2 F
Hour Meter: 46.40
KW Hour Total: 6,480.00

Chlorine:
Dosing: 1.69 mg/L
Demand: 0.63 mg/L
Residual: 1.06 mg/L

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



Million Gallons



Elk Grove Water District

Monthly Production

Well 4D Webb -- Oct. 2018

Selected Month Production
4,986,235 Gallons

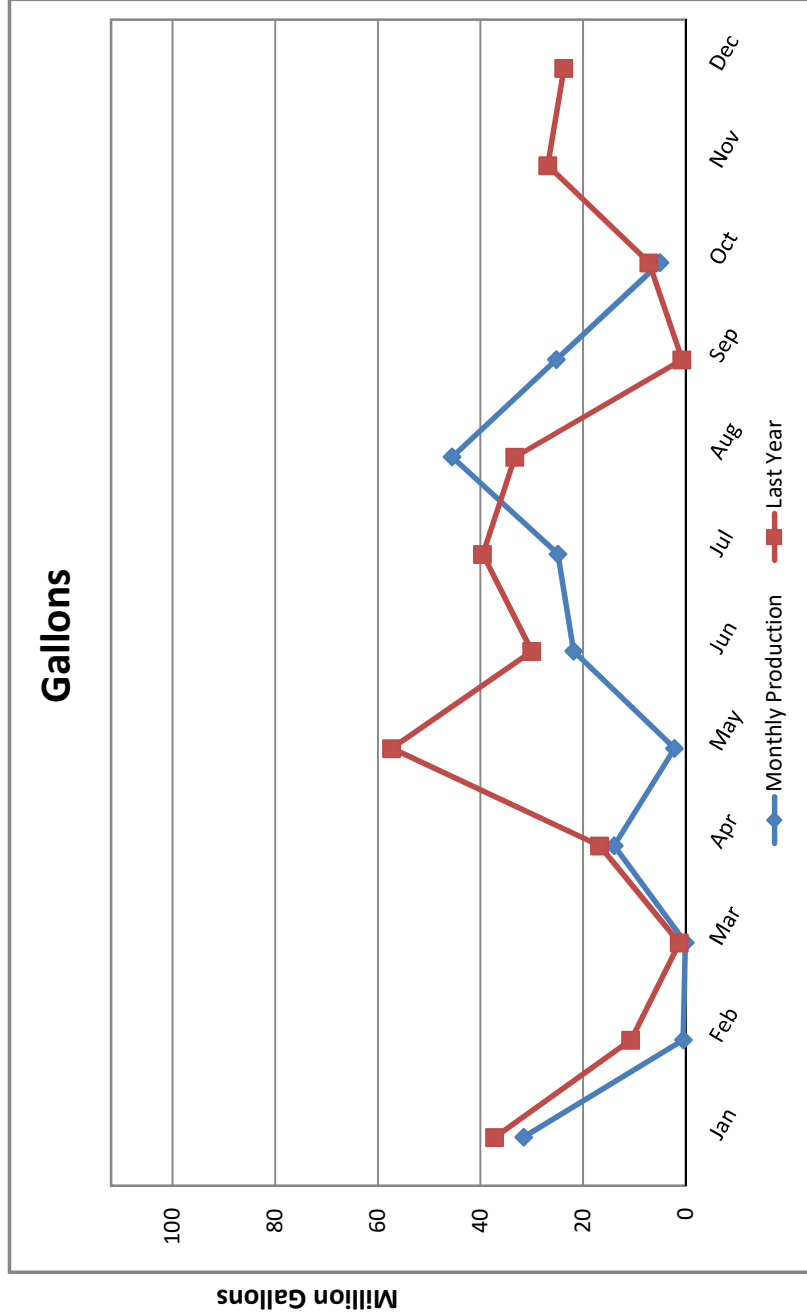
Average GPM:
1,699

Motor:
Volts: 477
Volts (Rated): 460
RPM: 1664
RPM (Rated): 1775
Amps A: 200
Amps A (Rated): 225
Amps B: 201
Amps B (Rated): 225
Amps C: 201
Amps C (Rated): 225

Motor Temp: 143 F
Hour Meter: 48.90
KW Hour Total: 8,820.00

Chlorine:
Dosing: 1.76 mg/L
Demand: 0.7 mg/L
Residual: 1.06 mg/L

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





Elk Grove Water District

Monthly Production

Well 11D Dino -- Oct. 2018

Selected Month Production
32,004,564 Gallons

Average GPM:
1,701

Motor:

Volts: 471
 Volts (Rated): 460
 RPM: 1640
 RPM (Rated): 1775
 Amps A: 192
 Amps A (Rated): 225
 Amps B: 193
 Amps B (Rated): 225
 Amps C: 195
 Amps C (Rated): 225

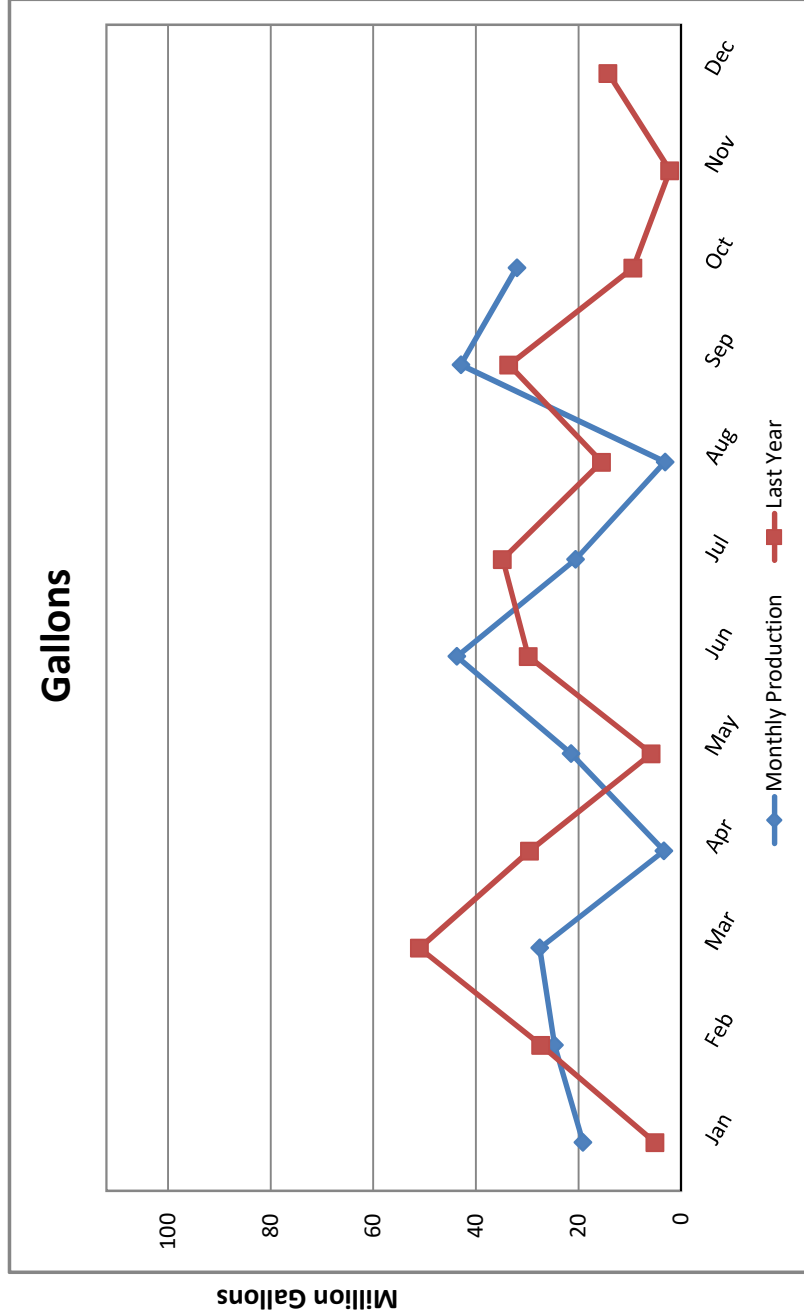
Motor Temp: 138.6 F
 Hour Meter: 313.50
 KW Hour Total: 40,740.00

Chlorine:

Dosing: 1.76 mg/L
 Demand: 0.84 mg/L
 Residual: 0.92 mg/L

Vibration Reading:

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





Elk Grove Water District

Monthly Production

Well 14D Railroad -- Oct. 2018

Selected Month Production
5,903,823 Gallons

Average GPM:
1,599

Motor:

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

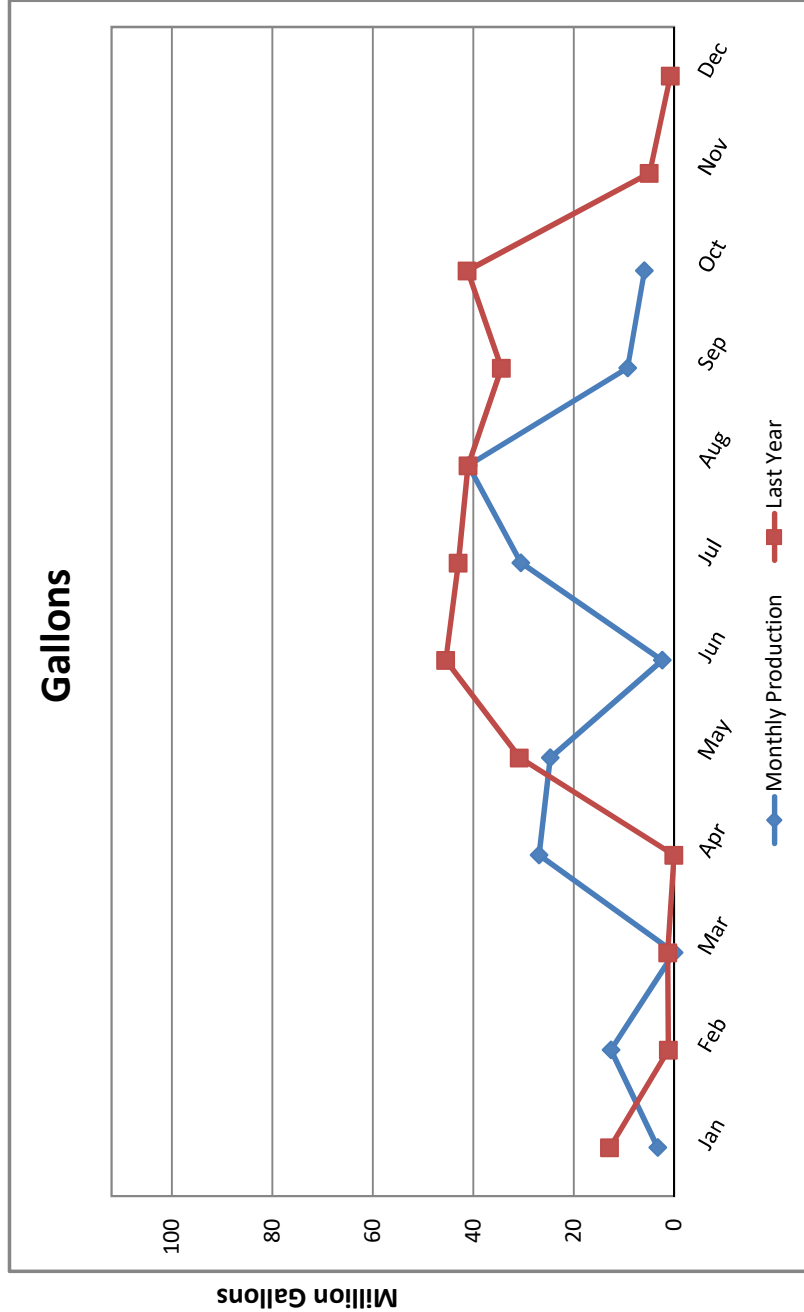
Motor Temp.: 143.3 F
 Hour Meter: 61.50
 KW Hour Total: 52,640.00
 (KWH total is for the entire facility)

Chlorine:

Dosing: 1.97 mg/L
 Demand: 0.98 mg/L
 Residual: 0.99 mg/L

Vibration Reading:

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





Elk Grove Water District

Monthly Production

Well 3 Mar–Val -- Oct. 2018

Selected Month Production
43,000 Gallons

Average GPM: 796

Motor:

Volts: --
Volts (Rated): 460
RPM: --
RPM (Rated): 1983
Amps A: --
Amps A (Rated): 88
Amps B: --
Amps B (Rated): 88
Amps C: --
Amps C (Rated): 88

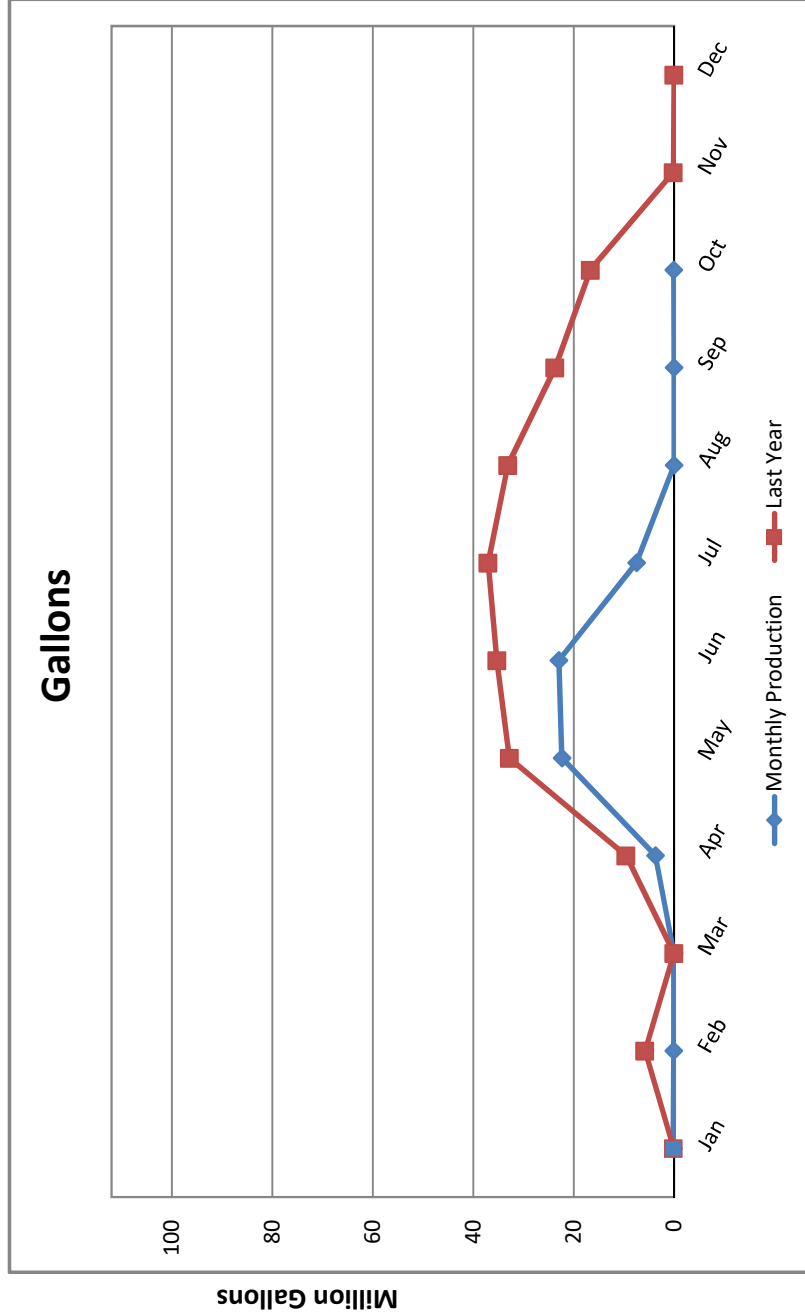
Motor Temp.: -- F
Hour Meter: 0.90
KW Hour Total: 623.00

Chlorine:

Dosing: 1.34 mg/L
Demand: 0.42 mg/L
Residual: 0.92 mg/L

Vibration Reading:

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





Elk Grove Water District

Monthly Production

Well 8 Williamson -- Oct. 2018
(Submersible)

Selected Month Production
21,729,014 Gallons

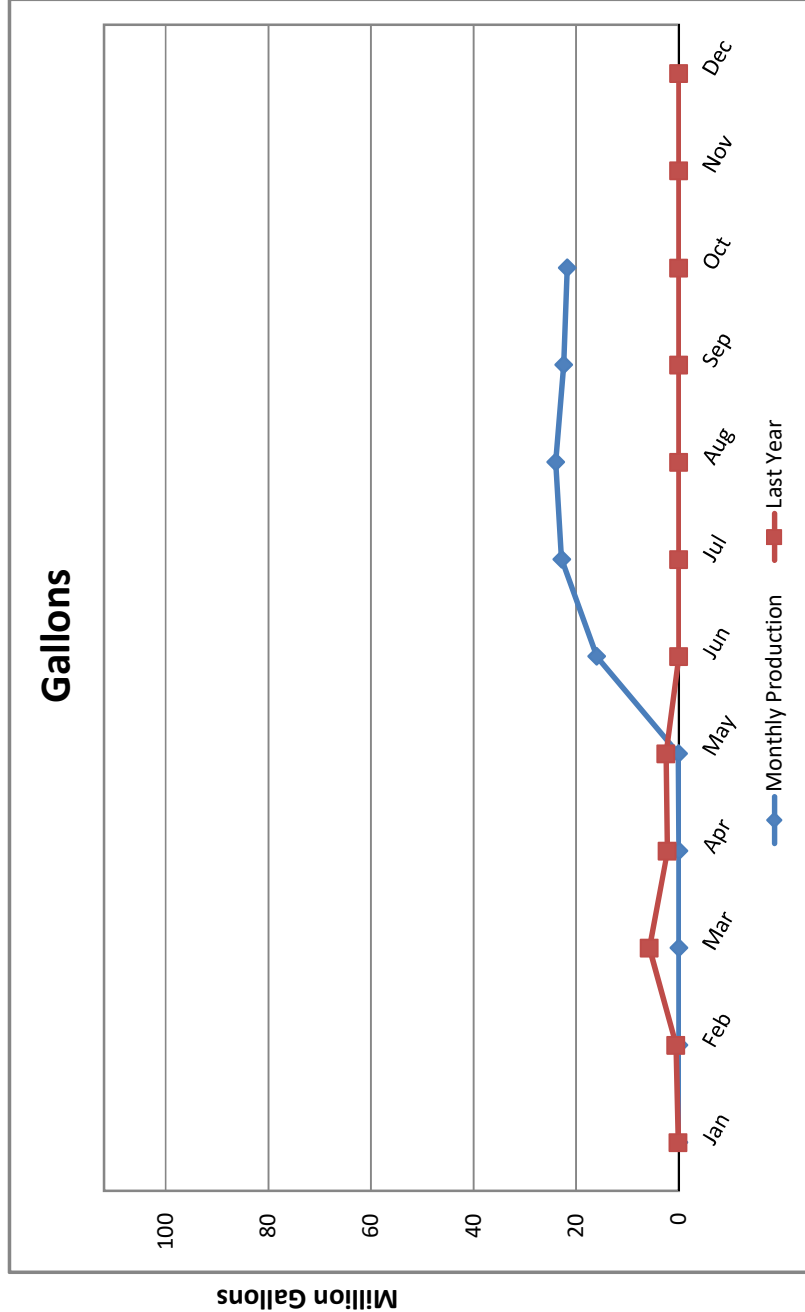
Average GPM: 533

Motor:
Volts: 460
Volts (Rated): 460

Amps A: 60
Amps A (Rated): 65
Amps B: 59
Amps B (Rated): 65
Amps C: 60
Amps C (Rated): 65

Hour Meter: 678.30
KW Hour Total: 27,116.00

Chlorine:
Dosing: 1.06 mg/L
Demand: 0.01 mg/L
Residual: 1.05 mg/L





Elk Grove Water District

Monthly Production

Well 9 Polhemus -- Oct. 2018
(Submersible)

Selected Month Production
21,122,000 Gallons

Average GPM: 476

Motor:

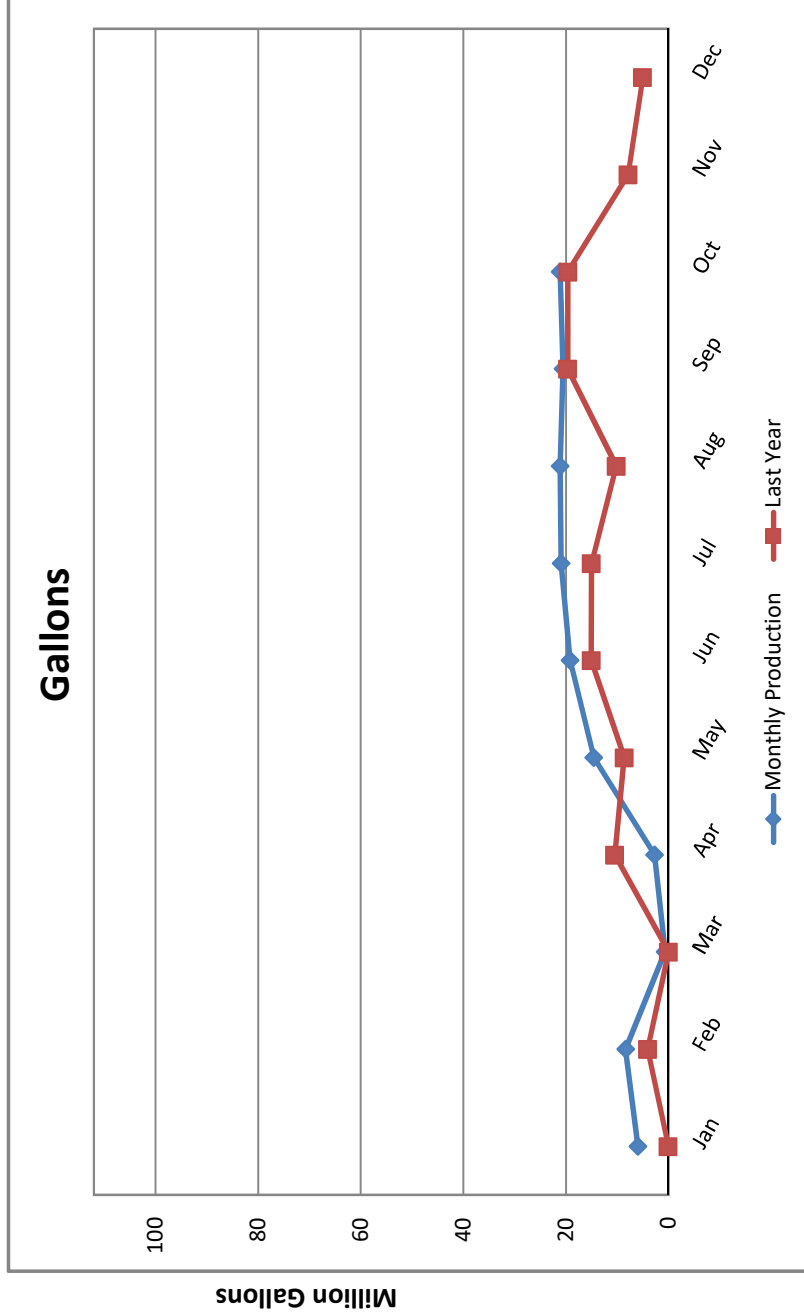
Volts: 480
Volts (Rated): 460

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

Hour Meter: 738.80
KW Hour Total: 29,402.00

Chlorine:

Dosing: 1.34 mg/L
Demand: 0.26 mg/L
Residual: 1.08 mg/L





Elk Grove Water District

Monthly Production

Well 13 Hampton -- Oct. 2018

Selected Month Production
42,497,163 Gallons

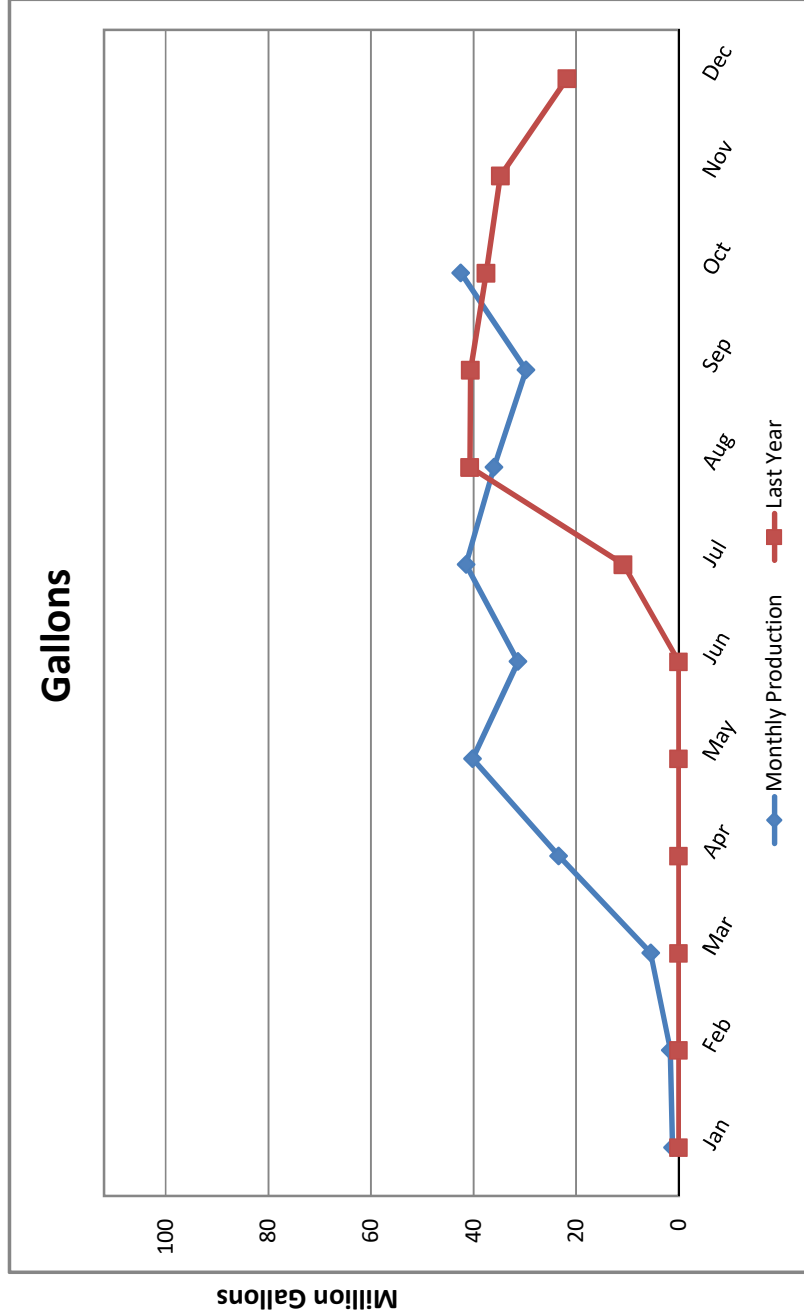
Average GPM: 957

Motor:
Volts: 477
Volts (Rated): 460
RPM: 1786
RPM (Rated): 1785
Amps A: 102
Amps A (Rated): 141
Amps B: 104
Amps B (Rated): 141
Amps C: 106
Amps C (Rated): 141

Motor Temp.: 128.6 F
Hour Meter: 739.80
KW Hour Total: 54,120.00

Chlorine:
Dosing: 1.52 mg/L
Demand: 0.48 mg/L
Residual: 1.04 mg/L

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



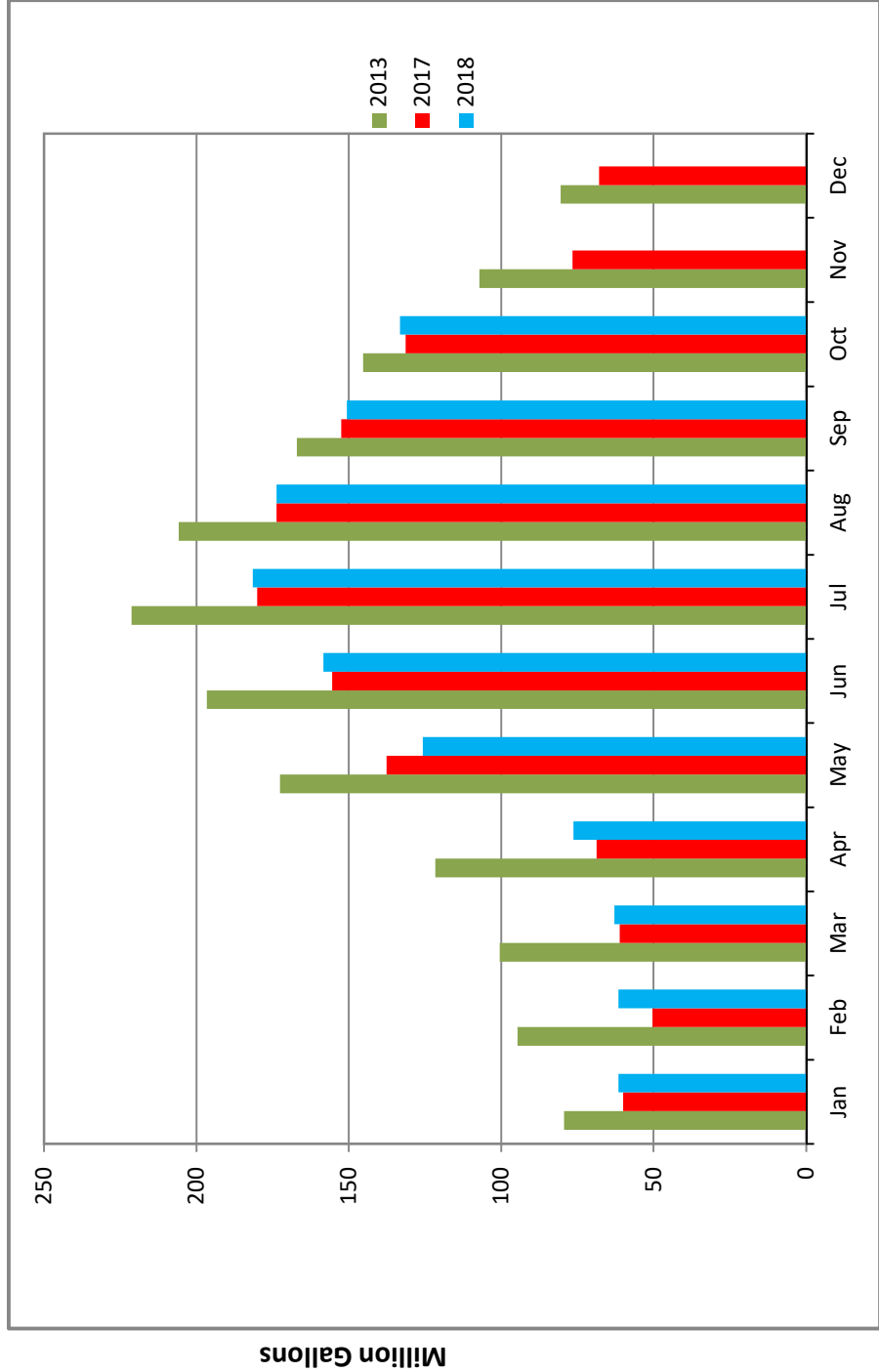


Elk Grove Water District

Combined Total Production

Service Area 1

Oct-2018



Current Month Production:

133,163,991 Gallons

Highest Day Demand of the Month:

4,930,052

Date of Occurrence

1-Oct-18

Highest Day Demand of the Calendar Year:

6,360,982

Date of Occurrence

18-Aug-18

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

Current Month: 0.04 in

Year To Date: 0.04 in

"Water Year" Rainfall: (Oct-17 to Sep-18)

October 2017: 0.15 in

Year To Date: 0.15 in

Last Year Total: 15.96 in

Temperature:

This Month High: 85 F

This Month Low: 41 F

This Month Average: 65.25 F

OCT-17 High: 88 F

OCT-17 Low: 41 F

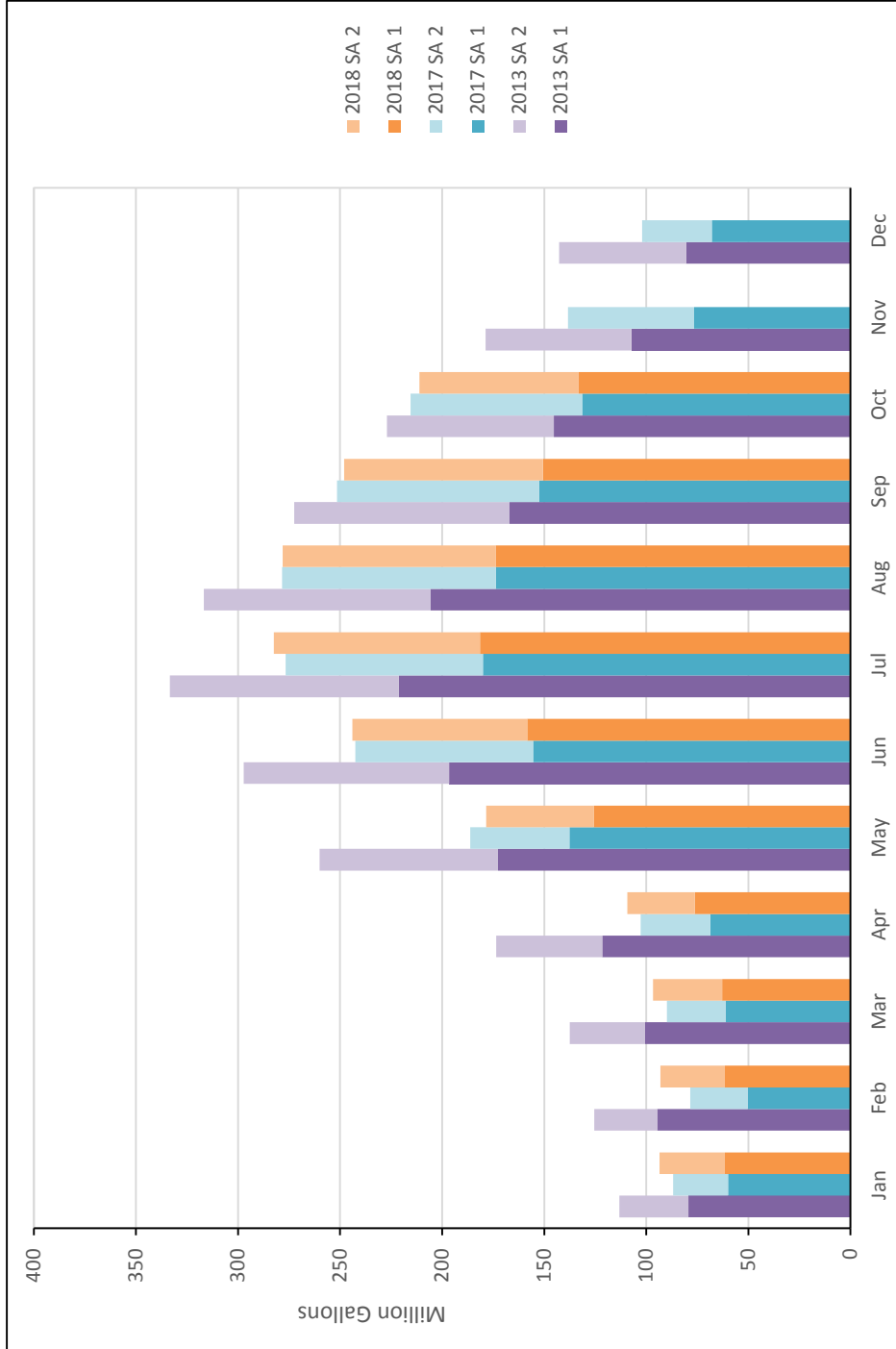
OCT-17 Average: 63.95 F



Elk Grove Water District

Total Demand/Production

Oct-2018



Current Month Demand/Production:

211,160,195 Gallons

Reduction From Oct. 2013: 6.99%

GPCD: 151.6 Gallons per Day

R-GPCD: 116.7 Gallons per Day

Service Area 1

Active Connections: 7,934

Current Month Demand/Production:

133,163,991 Gallons

Reduction From Oct. 2013: 8.39%

GPCD: 150.4 Gallons per Day

R-GPCD: 117.3 Gallons per Day

Service Area 2

Active Connections: 4,404

Current Month Demand/Production:

77,996,204 Gallons

Reduction From Oct. 2013: 4.49%

GPCD: 153.8 Gallons per Day

R-GPCD: 116.9 Gallons per Day

Elk Grove Water District Water Usage

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

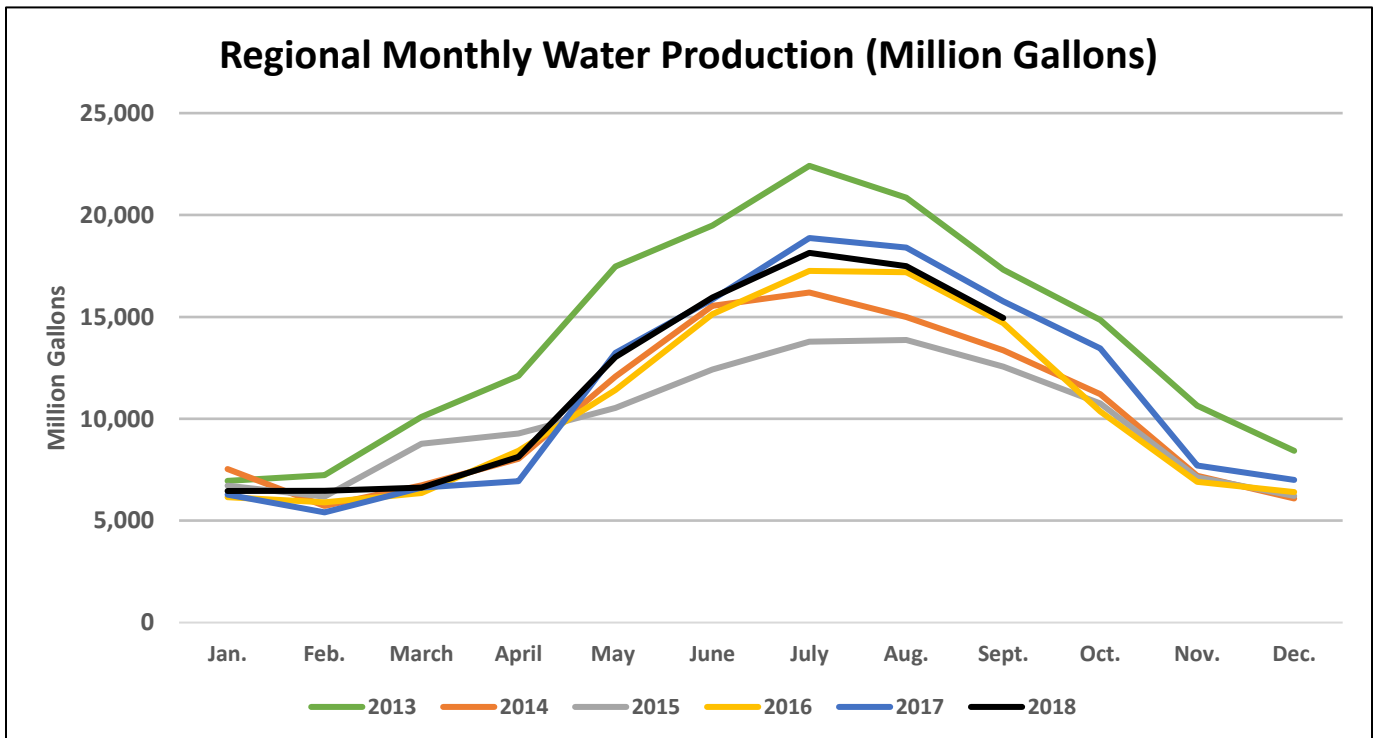
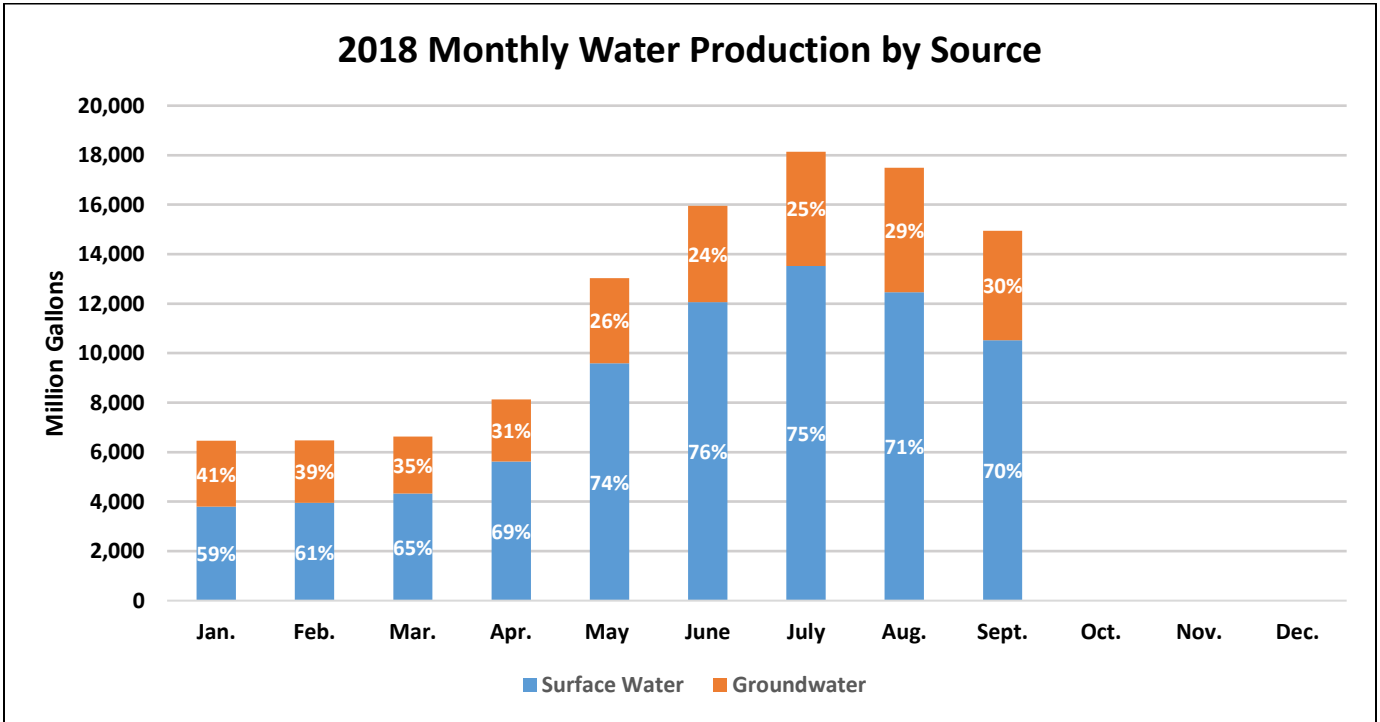
% Reduction from 2013 8.38% 17.12% 29.72% 37.04% 31.41% 17.92% 15.28% 12.16% 8.96% 6.99% 100.00% 100.00%

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

Service Area 2	Consumption	
	# Accts	CCF
2018		
Jan	4,408	42,681
Feb	4,408	42,129
Mar	4,408	45,160
Apr	4,408	44,104
May	4,408	70,445
Jun	4,408	114,545
Jul	4,408	135,069
Aug	4,408	139,649
Sep	4,409	130,214
Oct	4,412	104,273
Nov		0
Dec		0

September 2018 Data Summary

2018 Monthly Water Production by Source (Million Gallons)													
	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
SW	3,793	3,949	4,331	5,597	9,595	12,062	13,527	12,466	10,528				75,848
GW	2,663	2,521	2,297	2,513	3,451	3,885	4,614	5,031	4,420				31,395
Total	6,456	6,469	6,627	8,111	13,046	15,947	18,141	17,497	14,947				107,243

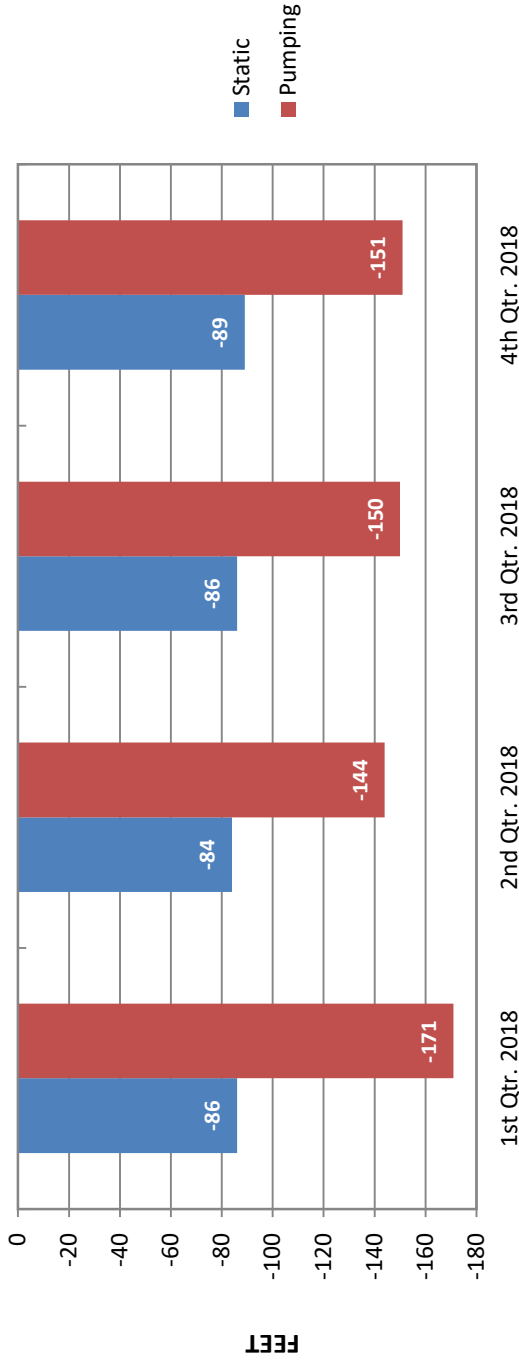




Elk Grove Water District

Static and Pumping Levels

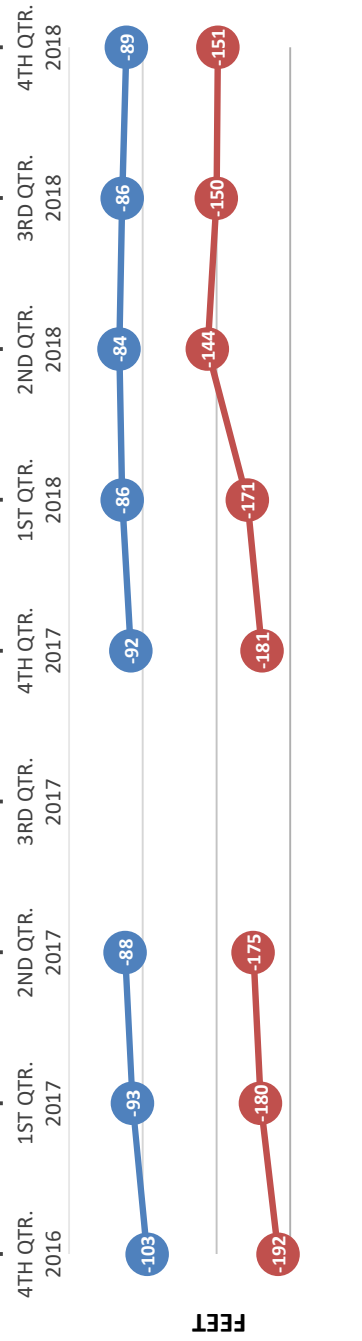
Well 1D School St



Latest Well Sounding

Static: 89 Ft
Pumping: 151 Ft
Drawdown: 62 Ft
GPM: 1,763
Specific Capacity: 28.435

Sounding Quarter/Year



Latest Sand Tester Results:

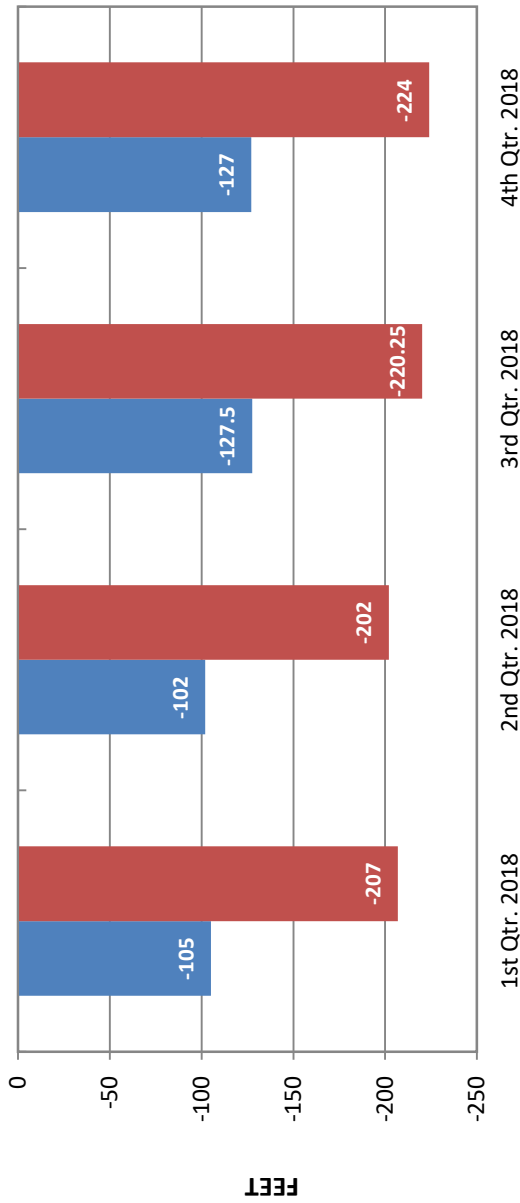
15 Min: < 5 ppm



Elk Grove Water District

Static and Pumping Levels

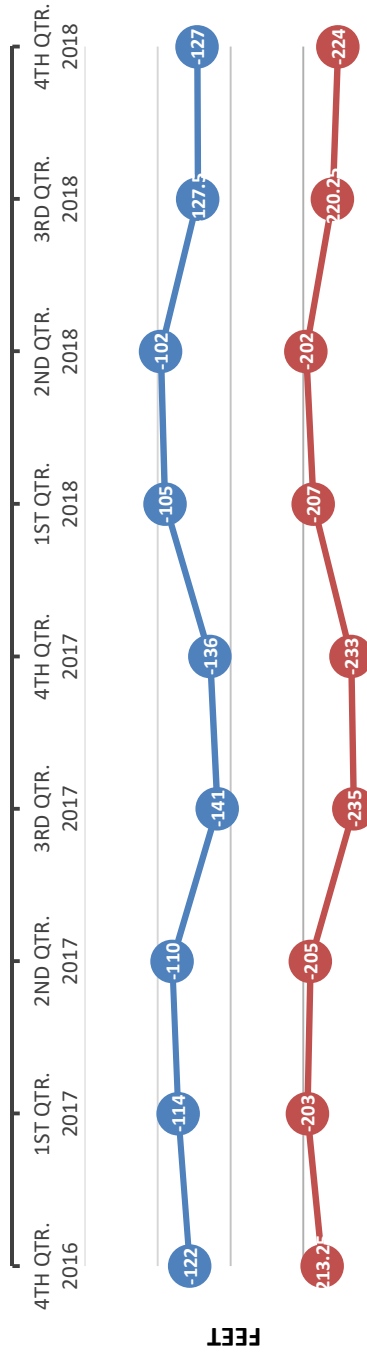
Well 4D Webb St



Latest Well Sounding

Static: 127 Ft
 Pumping: 224 Ft
 Drawdown: 97 Ft
 GPM: 1,615
 Specific Capacity: 16.645

Sounding Quarter/Year



Latest Sand Tester Results:

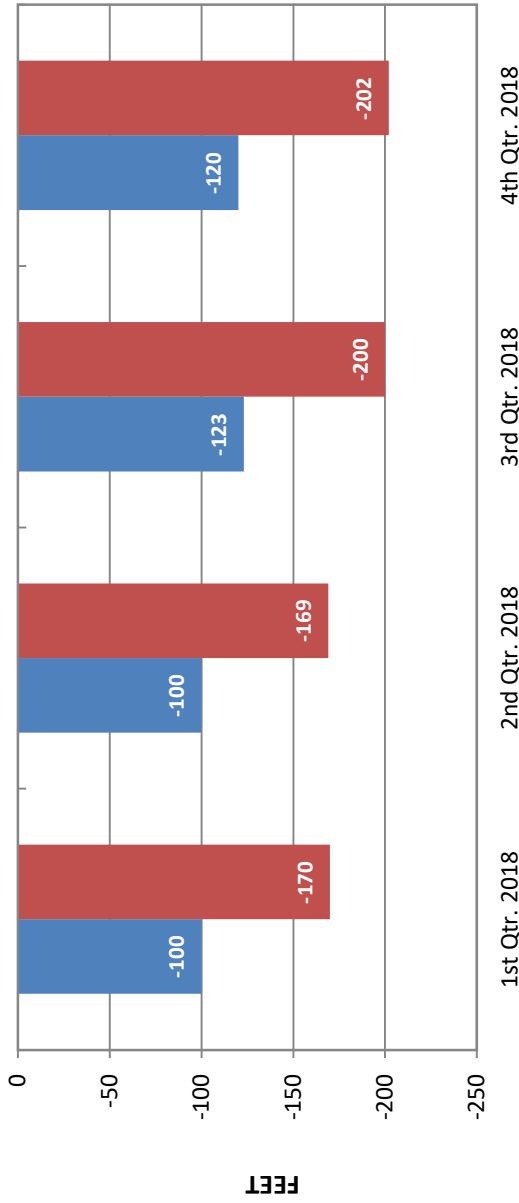
15 Min: < 5 ppm



Elk Grove Water District

Static and Pumping Levels

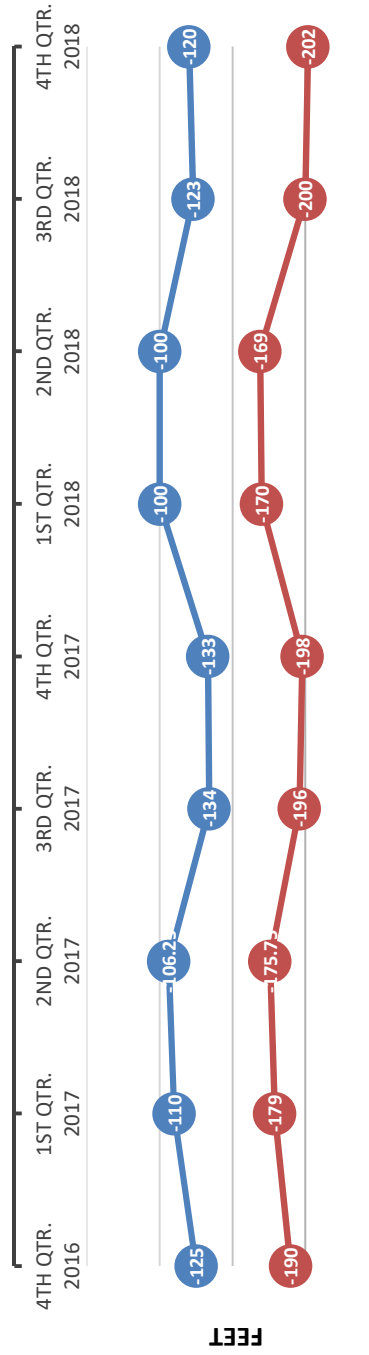
Well 11D Dino



Latest Well Sounding

Static: 120 Ft
Pumping: 202 Ft
Drawdown: 82 Ft
GPM: 1,717
Specific Capacity: 20.939

Sounding Quarter/Year



Latest Sand Tester Results:

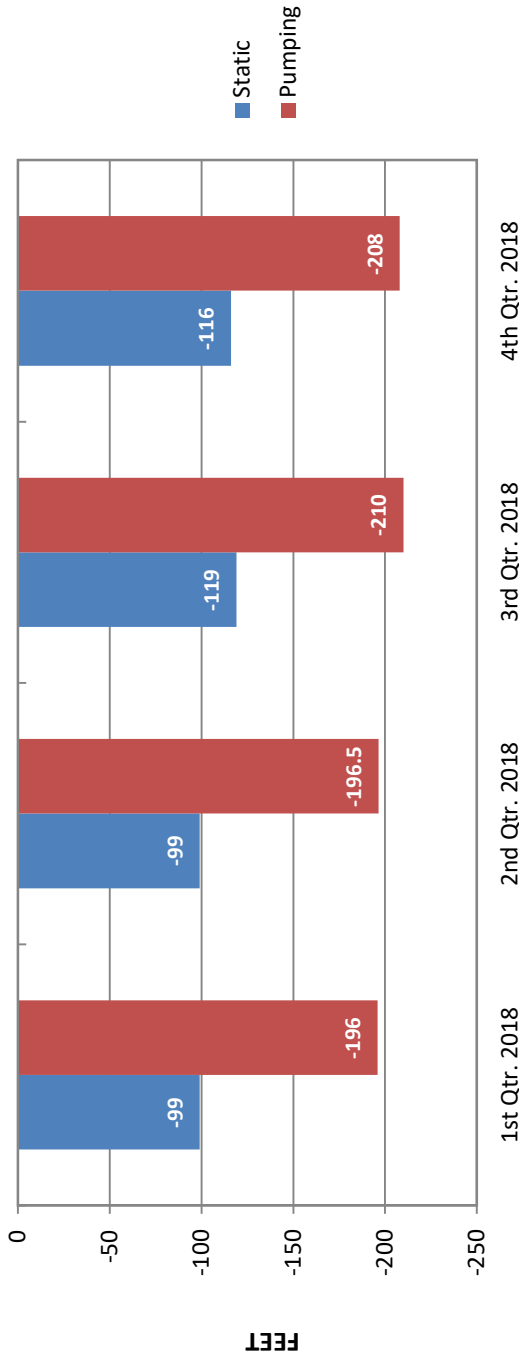
15 Min: < 5 ppm



Elk Grove Water District

Static and Pumping Levels

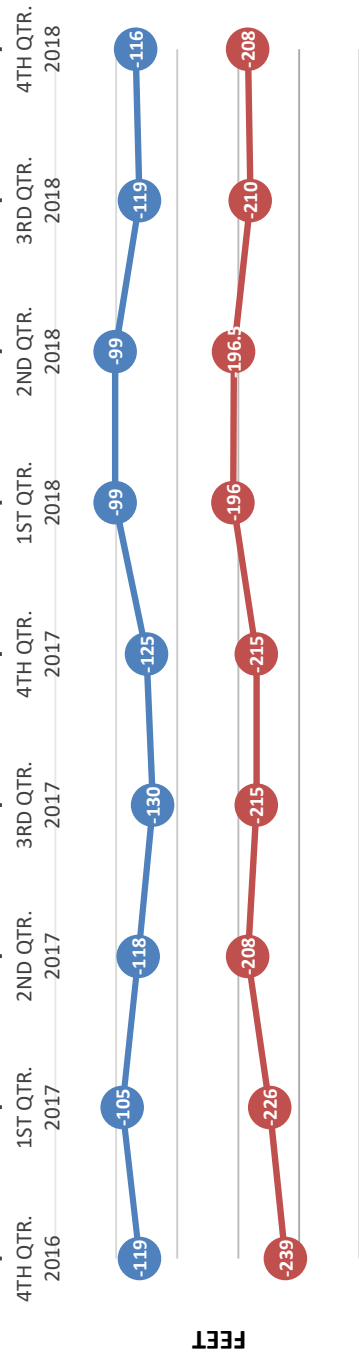
Well 14D Railroad



Latest Well Sounding

Static: 116 Ft
Pumping: 208 Ft
Drawdown: 92 Ft
GPM: 1,600
Specific Capacity: 17.391

Sounding Quarter/Year



Latest Sand Tester Results:

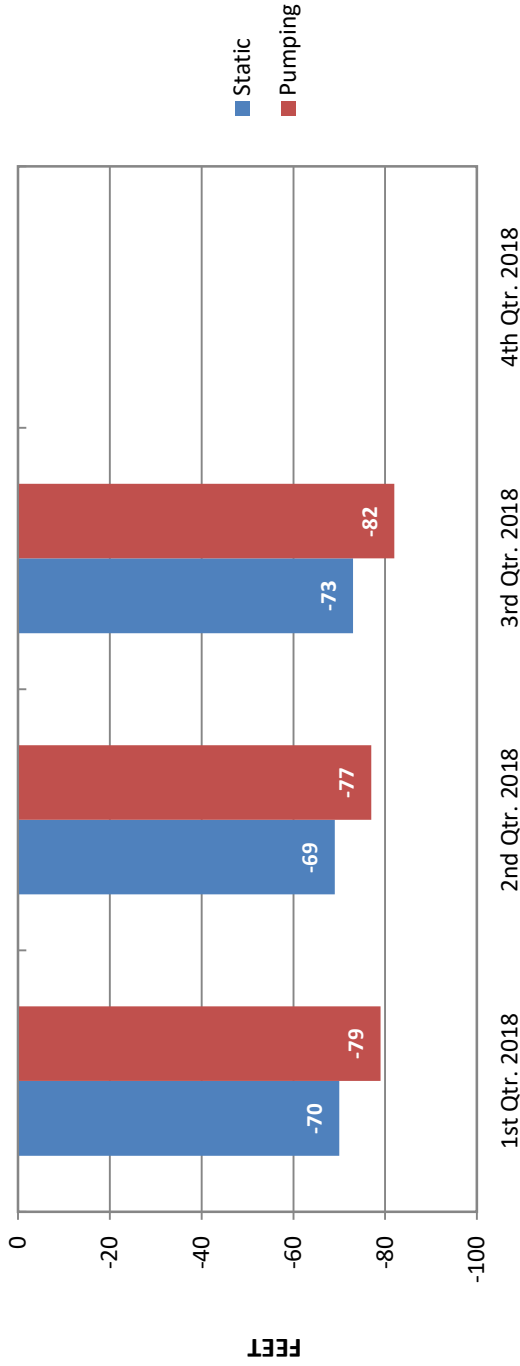
15 Min: < 5 ppm



Elk Grove Water District

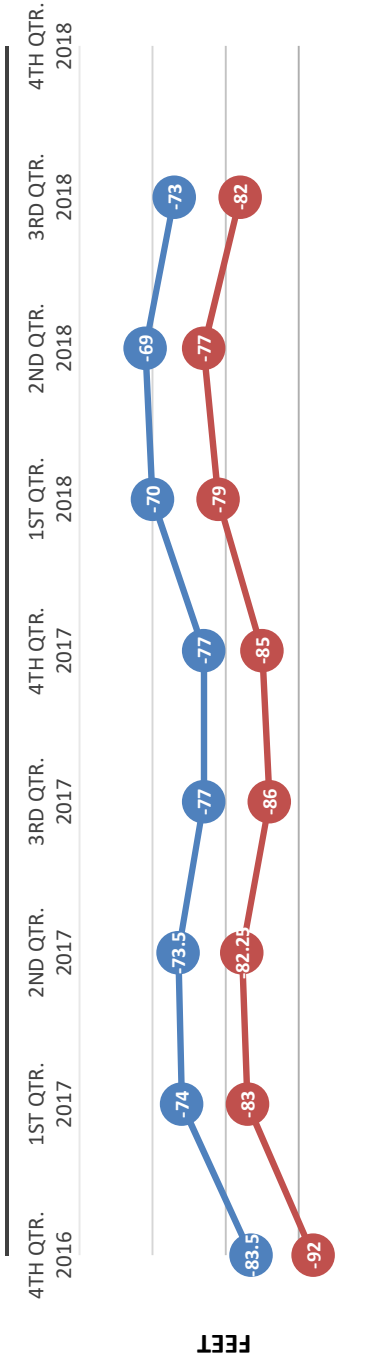
Static and Pumping Levels

Well 3 Mar-Val



Latest Well Sounding

Static: 73 Ft
 Pumping: 82 Ft
 Drawdown: 9 Ft
 GPM: 820
 Specific Capacity: 91.111



Latest Sand Tester Results:

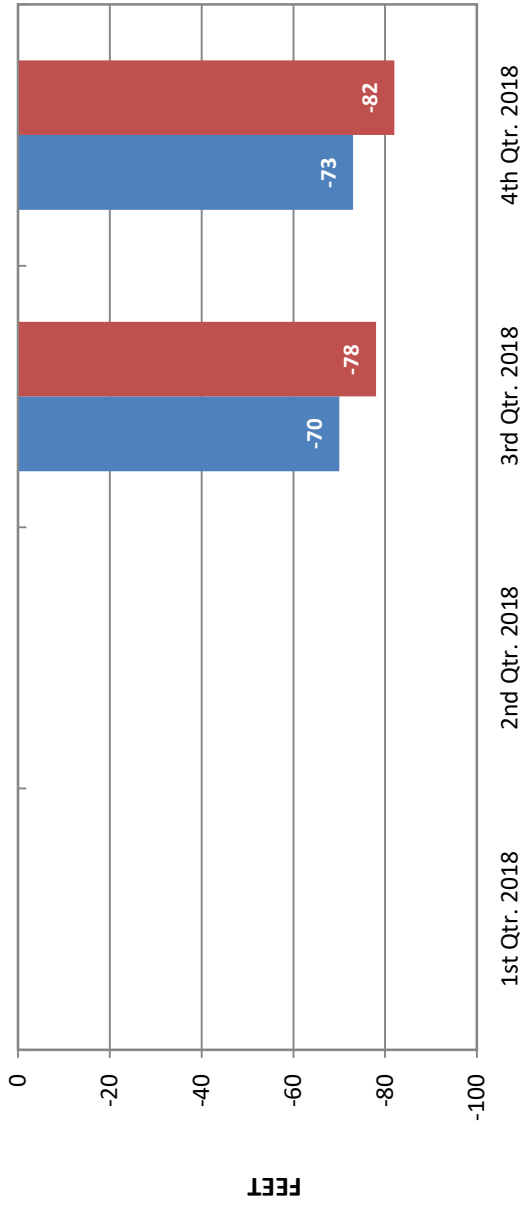
15 Min: 7.044 ppm



Elk Grove Water District

Static and Pumping Levels

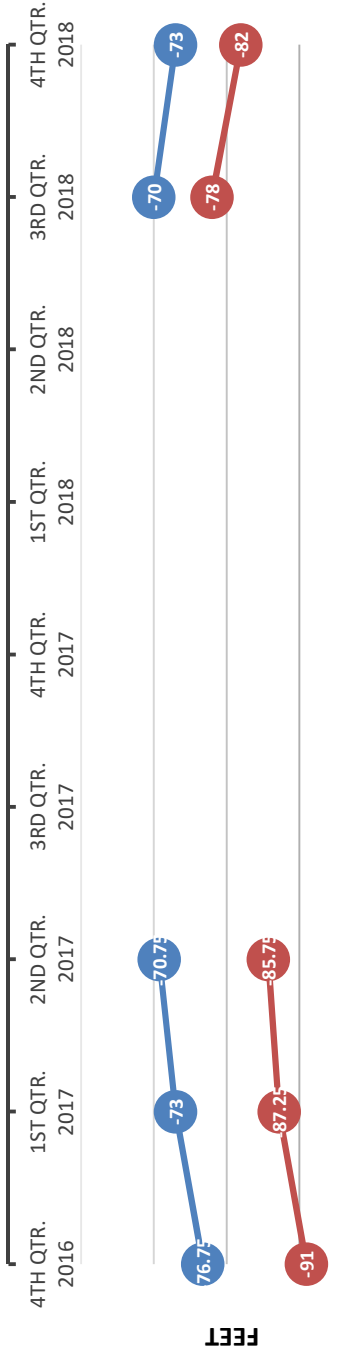
Well 8 Williamson



Latest Well Sounding

Static: 73 Ft
 Pumping: 82 Ft
 Drawdown: 9 Ft
 GPM: 530
 Specific Capacity: 58.889

Sounding Quarter/Year



Latest Sand Tester Results:

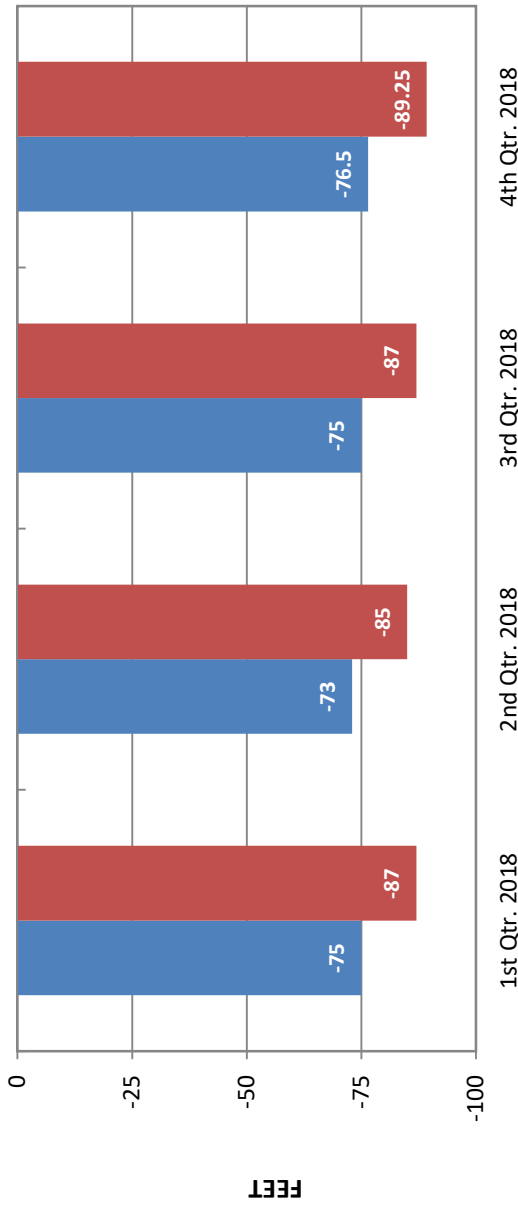
15 Min: < 5 ppm



Elk Grove Water District

Static and Pumping Levels

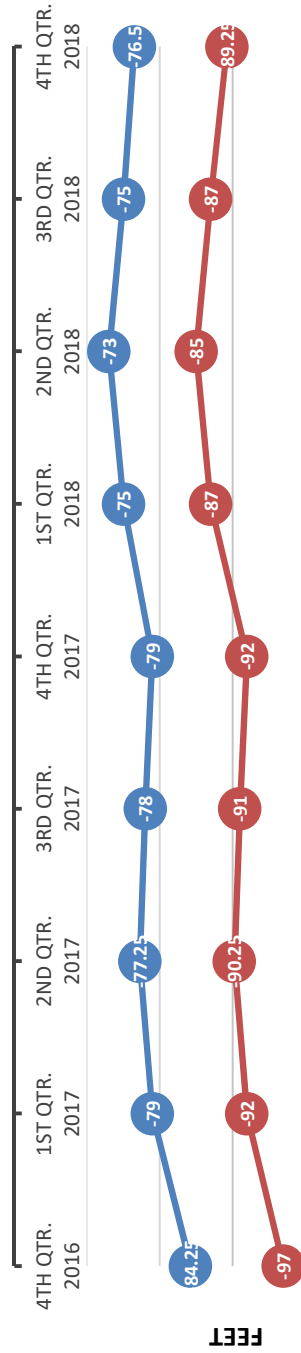
Well 9 Polhemus



Latest Well Sounding

Static: 76.5 Ft
Pumping: 89.25 Ft
Drawdown: 12.75 Ft
GPM: 470
Specific Capacity: 36.863

Sounding Quarter/Year



Latest Sand Tester Results:

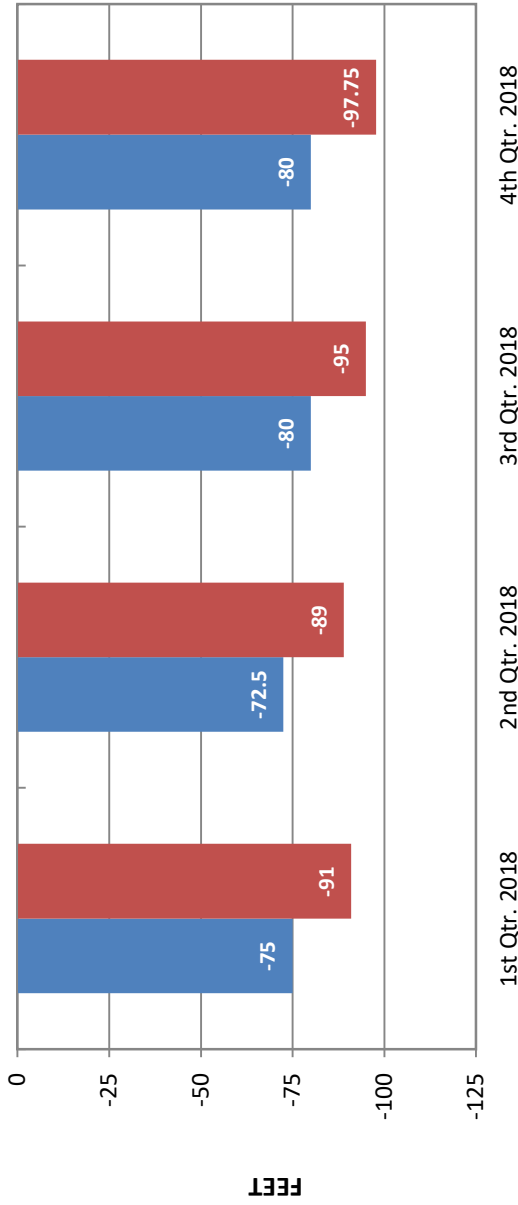
15 Min: < 5 ppm



Elk Grove Water District

Static and Pumping Levels

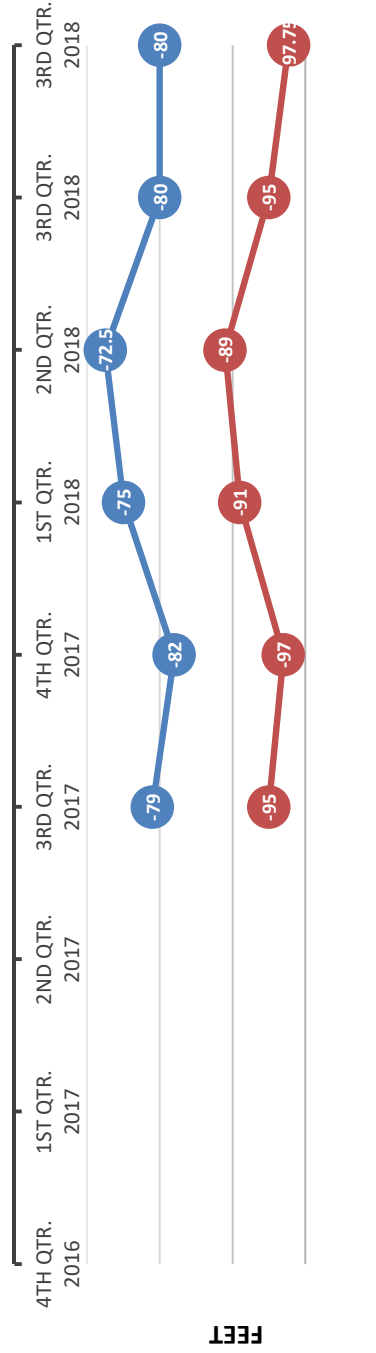
Well 13 Hampton



Latest Well Sounding

Static: 80 Ft
 Pumping: 97.75 Ft
 Drawdown: 17.75 Ft
 GPM: 971
 Specific Capacity: 54.704

Sounding Quarter/Year



Latest Sand Tester Results:

15 Min: < 5 ppm

Monthly Sample Report - October 2018
Water System: Elk Grove Water System

Sampling Point: 01 - 8693 W. Camden			
Sample Date	Sample Class	Sample Name	Collection Occurrence
10/2/2018	Distribution System	Bacteriological	Week
10/9/2018	Distribution System	Bacteriological	Week
10/16/2018	Distribution System	Bacteriological	Week
10/23/2018	Distribution System	Bacteriological	Week
10/30/2018	Distribution System	Bacteriological	Week
10/9/2018	Distribution System	TTHM / HAA5	Quarterly

Sampling Point: School Well 01D - Raw Water			
Sample Date	Sample Class	Sample Name	Collection Occurrence
10/30/2018	Source Water	3 mo - Bacteriological	Quarterly
10/30/2018	Source Water	3 mo - Fe,Mn,As Total	Quarterly
10/30/2018	Source Water	3 mo - Fe,Mn,As Dissolved	Quarterly
10/30/2018	Source Water	3 mo - 1,2,3, TCP	Quarterly

Sampling Point: 02 - 9425 Emerald Vista			
Sample Date	Sample Class	Sample Name	Collection Occurrence
10/2/2018	Distribution System	Bacteriological	Week
10/9/2018	Distribution System	Bacteriological	Week
10/16/2018	Distribution System	Bacteriological	Week
10/23/2018	Distribution System	Bacteriological	Week
10/30/2018	Distribution System	Bacteriological	Week

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

Sampling Point: 03 - 8809 Valley Oak			
Sample Date	Sample Class	Sample Name	Collection Occurrence
10/2/2018	Distribution System	Bacteriological	Week
10/9/2018	Distribution System	Bacteriological	Week
10/16/2018	Distribution System	Bacteriological	Week
10/23/2018	Distribution System	Bacteriological	Week
10/30/2018	Distribution System	Bacteriological	Week

Sampling Point: Webb Well 04D - Raw Water			
Sample Date	Sample Class	Sample Name	Collection Occurrence
10/30/2018	Source Water	3 mo - Bacteriological	Quarterly
10/30/2018	Source Water	3 mo - Fe,Mn,As Total	Quarterly
10/30/2018	Source Water	3 mo - Fe,Mn,As Dissolved	Quarterly
10/30/2018	Source Water	3 mo - 1,2,3, TCP	Quarterly

Sampling Point: 04 - 10122 Glacier Point			
Sample Date	Sample Class	Sample Name	Collection Occurrence
10/2/2018	Distribution System	Bacteriological	Week
10/9/2018	Distribution System	Bacteriological	Week
10/16/2018	Distribution System	Bacteriological	Week
10/23/2018	Distribution System	Bacteriological	Week
10/30/2018	Distribution System	Bacteriological	Week

Sampling Point: 05 - 9230 Amsden Ct.			
Sample Date	Sample Class	Sample Name	Collection Occurrence
10/2/2018	Distribution System	Bacteriological	Week
10/9/2018	Distribution System	Bacteriological	Week
10/16/2018	Distribution System	Bacteriological	Week
10/23/2018	Distribution System	Bacteriological	Week
10/30/2018	Distribution System	Bacteriological	Week
10/9/2018	Distribution System	TTHM / HAA5	Quarterly

Sampling Point: 06 - 9227 Rancho Dr.

Sample Date	Sample Class	Sample Name	Collection Occurrence
10/2/2018	Distribution System	Bacteriological	Week
10/9/2018	Distribution System	Bacteriological	Week
10/16/2018	Distribution System	Bacteriological	Week
10/23/2018	Distribution System	Bacteriological	Week
10/30/2018	Distribution System	Bacteriological	Week

Sampling Point: 07 - AI Gates Park Mainline Dr.

Sample Date	Sample Class	Sample Name	Collection Occurrence
10/2/2018	Distribution System	Bacteriological	Week
10/9/2018	Distribution System	Bacteriological	Week
10/16/2018	Distribution System	Bacteriological	Week
10/23/2018	Distribution System	Bacteriological	Week
10/30/2018	Distribution System	Bacteriological	Week

Sampling Point: - Williamson Well 8 Raw Water

Sample Date	Sample Class	Sample Name	Collection Occurrence
10/9/2018	Source Water	3 mo - Bacteriological	Quarterly
10/9/2018	Source Water	3 mo - Fe,Mn,As Total	Quarterly
10/9/2018	Source Water	3 mo - Fe,Mn,As Dissolved	Quarterly
10/9/2018	Source Water	3 mo - 1,2,3, TCP	Quarterly

Sampling Point: 09 - 9436 Hollow Springs Wy.

Sample Date	Sample Class	Sample Name	Collection Occurrence
10/2/2018	Distribution System	Bacteriological	Week
10/9/2018	Distribution System	Bacteriological	Week
10/16/2018	Distribution System	Bacteriological	Week
10/23/2018	Distribution System	Bacteriological	Week
10/30/2018	Distribution System	Bacteriological	Week
10/9/2018	Distribution System	TTHM / HAA5	Quarterly
10/2/2018	Distribution System	Fluoride	Monthly

Sampling Point: Polhemus Well 9 Raw Water				
Sample Date	Sample Class	Sample Name	Collection Occurrence	
10/9/2018	Source Water	3 mo - Bacteriological	Quarterly	
10/9/2018	Source Water	3 mo - Fe,Mn,As Total	Quarterly	
10/9/2018	Source Water	3 mo - Fe,Mn,As Dissolved	Quarterly	
10/9/2018	Source Water	3 mo - 1,2,3, TCP	Quarterly	

Sampling Point: 09 - 8417 Blackman Wy.				
Sample Date	Sample Class	Sample Name	Collection Occurrence	
10/2/2018	Distribution System	Bacteriological	Week	
10/9/2018	Distribution System	Bacteriological	Week	
10/16/2018	Distribution System	Bacteriological	Week	
10/23/2018	Distribution System	Bacteriological	Week	
10/30/2018	Distribution System	Bacteriological	Week	

Sampling Point: 10 - 9373 Oreo Ranch Cir.				
Sample Date	Sample Class	Sample Name	Collection Occurrence	
10/2/2018	Distribution System	Bacteriological	Week	
10/9/2018	Distribution System	Bacteriological	Week	
10/16/2018	Distribution System	Bacteriological	Week	
10/23/2018	Distribution System	Bacteriological	Week	
10/30/2018	Distribution System	Bacteriological	Week	

Sampling Point: Dino Well 11D - Raw Water				
Sample Date	Sample Class	Sample Name	Collection Occurrence	
10/16/2018	Source Water	3 mo - Bacteriological	Quarterly	
10/16/2018	Source Water	3 mo - Fe,Mn,As Total	Quarterly	
10/16/2018	Source Water	3 mo - Fe,Mn,As Dissolved	Quarterly	
10/16/2018	Source Water	3 mo - 1,2,3, TCP	Quarterly	

Sampling Point: Hampton Well 13 - Raw Water			
Sample Date	Sample Class	Sample Name	Collection Occurrence
10/2/2018	Source Water	Fe, Mn, As, Total	Weekly
10/2/2018	Source Water	Bacteriological	Weekly
10/9/2018	Source Water	Fe, Mn, As, Total	Weekly
10/9/2018	Source Water	Bacteriological	Weekly
10/16/2018	Source Water	Fe, Mn, As, Total	Weekly
10/16/2018	Source Water	Bacteriological	Weekly
10/16/2018	Source Water	3 mo - 1,2,3, TCP	Quarterly
10/23/2018	Source Water	Fe, Mn, As, Total	Weekly
10/23/2018	Source Water	Bacteriological	Weekly
10/30/2018	Source Water	Fe, Mn, As, Total	Weekly
10/30/2018	Source Water	Bacteriological	Weekly

Sampling Point: Hampton WTP Effluent			
Sample Date	Sample Class	Sample Name	Collection Occurrence
10/2/2018	Treated Effluent	Fe, Mn, As, Total	Weekly
10/9/2018	Treated Effluent	Fe, Mn, As, Total	Weekly
10/16/2018	Treated Effluent	Fe, Mn, As, Total	Weekly
10/23/2018	Treated Effluent	Fe, Mn, As, Total	Weekly
10/30/2018	Treated Effluent	Fe, Mn, As, Total	Weekly

Sampling Point: Hampton WTP Backwash Tank			
Sample Date	Sample Class	Sample Name	Collection Occurrence
10/16/2018	WasteWater	BOD,TSS,TKN,Cu,Mn,Zn	BiAnnual

Sampling Point: Railroad Well 14D - Raw Water			
Sample Date	Sample Class	Sample Name	Collection Occurrence
10/23/2018	Source Water	3 mo - Bacteriological	Quarterly
10/23/2018	Source Water	3 mo - Fe,Mn,As Total	Quarterly
10/23/2018	Source Water	3 mo - Fe,Mn,As Dissolved	Quarterly
10/23/2018	Source Water	3 mo - 1,2,3, TCP	Quarterly
10/23/2018	Source Water	Threshold Oder	Quarterly

Sampling Point: Railroad WTP Effluent

Sample Date	Sample Class	Sample Name	Collection Occurrence
10/2/2018	Treated Plant Effluent	WTP Eff - Fe,Mn,As,Al Total	Month
10/2/2018	Treated Plant Effluent	WTP Eff - Fe,Mn,As,Al Dissolved	Month

Sampling Point: Railroad WTP Backwash Tank

Sample Date	Sample Class	Sample Name	Collection Occurrence
10/16/2018	WasteWater	BOD,TSS,TKN,Cu,Mn,Zn	BiAnnual

Sampling Point: Special Distribution/Construction Samples

Sample Date	Sample Class	Sample Name	Collection Description
10/11/2018	Distribution System	Bacteriological	8820 Elk Grove Blvd New Service

<u>Colors</u>	<u>Monthly Total</u>	<u>Yearly Total</u>
Black = Scheduled	92	699
Green = Unscheduled	8	77
Red = Incomplete Sample	0	0



November 7, 2018

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

MONTHLY COMPLIANCE REPORT

Enclosed is the Monthly Compliance Report Form from Elk Grove Water District for October 2018.

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

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

STEVE SHAW
WATER TREATMENT SUPERVISOR

COMPLIANCE REPORT FORM

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

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

Month:	October	Year:	2018
---------------	----------------	--------------	-------------

<input checked="" type="checkbox"/>	Water use/flow meter report	Hampton WTP – 996619			
		Railroad WTP – 0			
			Date	Time	pH
		Hampton WTP	10/16/18	10:03 am	6.9
<input checked="" type="checkbox"/>	Monitoring results/analytical report	Railroad WTP	10/16/18	9:16 am	7.8

Discharge Rate

Check the statement below that applies to this report:

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

Attached is a description of anticipated changes that may significantly alter the nature, quality, or volume of the wastewater discharged.
 Flow monitoring equipment certification (Flow or pH meter, etc.)
 Other (describe):

Domestic Calculation

Domestic Usage	Number of Employees	Business Days per Month	Allowance (gallons per day)	Gallons
Production	3	21	15	945
Office	4	21	10	840
Drivers/Field	19	21	3	1197
Total				2982

Certification Statement

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

SIGNATURE of Authorized Representative:



PRINTED NAME, TITLE:

Steve Shaw Water Treatment Supervisor
(Name) (Title)

DATE:

11-7-2018



BSK Associates Laboratory Fresno
 1414 Stanislaus St
 Fresno, CA 93706
 559-497-2888 (Main)
 559-485-6935 (FAX)

A8J2470
10/29/2018
 Invoice: A832337

Steve Shaw
 Elk Grove Water District
 9257 Elk Grove Boulevard
 Elk Grove, CA 95624

RE: Report for A8J2470 General

Dear Steve Shaw,

Thank you for using BSK Associates for your analytical testing needs. In the following pages, you will find the test results for the samples submitted to our laboratory on 10/17/2018. The results have been approved for release by our Laboratory Director as indicated by the authorizing signature below.

The samples were analyzed for the test(s) indicated on the Chain of Custody (see attached) and the results relate only to the samples analyzed. BSK certifies that the testing was performed in accordance with the quality system requirements specified in the 2009 TNI Standard. Any deviations from this standard or from the method requirements for each test procedure performed will be annotated alongside the analytical result or noted in the Case Narrative. Unless otherwise noted, the sample results are reported on an "as received" basis.

This certificate of analysis shall not be reproduced except in full, without written approval of the laboratory.

If additional clarification of any information is required, please contact your Project Manager, Jaime Lee LaFave, at 559-497-2888.

Thank you again for using BSK Associates. We value your business and appreciate your loyalty.

Sincerely,

Jaime Lee LaFave, Project Manager



Accredited in Accordance with NELAP
 ORELAP #4021-009

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

A8J2470 FINAL 10292018 1704

Case Narrative

Project and Report Details

Invoice Details

Client: Elk Grove Water District
Report To: Steve Shaw
Project #: October 2018 Backwash Wastewater
Received: 10/17/2018 - 11:45
Report Due: 10/31/2018

Invoice To: Elk Grove Water District
Invoice Attn: Steve Shaw
Project PO#: -

Sample Receipt Conditions

Cooler: Default Cooler
Temperature on Receipt °C: 0.0

Containers Intact
 COC/Labels Agree
 Received On Wet Ice
 Packing Material - Bubble Wrap
 Packing Material - Other
 Sample(s) were received in temperature range.
 Initial receipt at BSK-SAC

Data Qualifiers

The following qualifiers have been applied to one or more analytical results:

None applied

Report Distribution

Recipient(s)	Report Format	CC:
Steve Shaw	FINAL.RPT	wquintero@egwd.org
Aaron Hewitt	FINAL.RPT	



A8J2470

General

October 2018 Backwash Wastewater

Certificate of Analysis

Sample ID: A8J2470-03

Sampled By: Aaron Hewitt

Sample Description: Composite Hampton Backwash Wastewater bottle 1 & 2

Sample Date - Time: 10/16/18 - 10:03

Matrix: Waste Water

Sample Type: Composite

Composite Start: 10/16/18 - 10:03

BSK Associates Laboratory Fresno

General Chemistry

Analyte	Method	Result	RL	Units	RL Mult	Batch	Prepared	Analyzed	Qual
Biochemical Oxygen Demand	SM 5210B	ND	1.0	mg/L	1	A815690	10/18/18 00:27	10/22/18	
Total Kjeldahl Nitrogen	EPA 351.2	ND	1.0	mg/L	1	A816053	10/24/18	10/29/18	
Total Suspended Solids	SM 2540D	280	5.0	mg/L	1	A815938	10/23/18	10/24/18	

Metals

Analyte	Method	Result	RL	Units	RL Mult	Batch	Prepared	Analyzed	Qual
Copper	EPA 200.8	16	5.0	ug/L	1	A815778	10/19/18	10/26/18	
Manganese	EPA 200.7	3.1	0.010	mg/L	1	A815778	10/19/18	10/23/18	
Zinc	EPA 200.8	2500	500	ug/L	10	A815778	10/19/18	10/26/18	

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

**BSK Associates Laboratory Fresno
General Chemistry Quality Control Report**

Analyte	Result	RL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Date Analyzed	Qual
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EPA 351.2 - Quality Control

Batch: A816053

Prepared: 10/24/2018

Prep Method: Digestion

Analyst: CEG

Blank (A816053-BLK1)

Total Kjeldahl Nitrogen	ND	1.0	mg/L							10/29/18	
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Blank Spike (A816053-BS1)

Total Kjeldahl Nitrogen	9.9	1.0	mg/L	10	ND	99	90-110			10/29/18	
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Blank Spike Dup (A816053-BSD1)

Total Kjeldahl Nitrogen	9.8	1.0	mg/L	10	ND	98	90-110	1	10	10/29/18	
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Matrix Spike (A816053-MS1), Source: A8J2533-01

Total Kjeldahl Nitrogen	10	1.0	mg/L	10	ND	101	90-110			10/29/18	
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Matrix Spike Dup (A816053-MSD1), Source: A8J2533-01

Total Kjeldahl Nitrogen	9.7	1.0	mg/L	10	ND	97	90-110	4	10	10/29/18	
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SM 2540D - Quality Control

Batch: A815938

Prepared: 10/23/2018

Prep Method: Method Specific Preparation

Analyst: DEH

Blank (A815938-BLK1)

Total Suspended Solids	ND	5.0	mg/L							10/24/18	
------------------------	----	-----	------	--	--	--	--	--	--	----------	--

Duplicate (A815938-DUP1), Source: A8J2568-01

Total Suspended Solids	230	5.0	mg/L		230			0	20	10/24/18	
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Duplicate (A815938-DUP2), Source: A8J2689-07

Total Suspended Solids	49	5.0	mg/L		49			0	20	10/24/18	
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SM 5210B - Quality Control

Batch: A815690

Prepared: 10/17/2018

Prep Method: Method Specific Preparation

Analyst: NDR

Blank (A815690-BLK1)

Biochemical Oxygen Demand	ND	1.0	mg/L							10/22/18	
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Blank Spike (A815690-BS1)

Biochemical Oxygen Demand	190	1.0	mg/L	200	ND	97	85-115			10/22/18	
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Duplicate (A815690-DUP1), Source: A8J2473-01

Biochemical Oxygen Demand	38	15	mg/L		36			5	10	10/22/18	
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The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

**BSK Associates Laboratory Fresno
Metals Quality Control Report**

Analyte	Result	RL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Date Analyzed	Qual
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EPA 200.7 - Quality Control

Batch: A815778

Prepared: 10/19/2018

Prep Method: EPA 200.2

Analyst: ICP

Blank (A815778-BLK2)

Manganese ND 0.010 mg/L 10/23/18

Blank Spike (A815778-BS2)

Manganese 0.20 0.010 mg/L 0.20 ND 98 85-115 10/23/18

Blank Spike Dup (A815778-BSD2)

Manganese 0.19 0.010 mg/L 0.20 ND 97 85-115 1 20 10/23/18

Matrix Spike (A815778-MS3), Source: A8J2434-01

Manganese 0.20 0.010 mg/L 0.20 ND 101 70-130 10/23/18

Matrix Spike (A815778-MS4), Source: A8J2484-01

Manganese 0.20 0.010 mg/L 0.20 ND 99 70-130 10/23/18

Matrix Spike Dup (A815778-MSD3), Source: A8J2434-01

Manganese 0.20 0.010 mg/L 0.20 ND 100 70-130 1 20 10/23/18

Matrix Spike Dup (A815778-MSD4), Source: A8J2484-01

Manganese 0.20 0.010 mg/L 0.20 ND 99 70-130 1 20 10/23/18

EPA 200.8 - Quality Control

Batch: A815778

Prepared: 10/19/2018

Prep Method: EPA 200.2

Analyst: MAS

Blank (A815778-BLK1)

Copper ND 5.0 ug/L 10/26/18

Zinc ND 50 ug/L 10/26/18

Blank Spike (A815778-BS1)

Copper 190 5.0 ug/L 200 ND 94 85-115 10/26/18

Zinc 190 50 ug/L 200 ND 93 85-115 10/26/18

Blank Spike Dup (A815778-BSD1)

Copper 190 5.0 ug/L 200 ND 96 85-115 2 20 10/26/18

Zinc 190 50 ug/L 200 ND 95 85-115 3 20 10/26/18

Matrix Spike (A815778-MS1), Source: A8J2434-01

Copper 230 5.0 ug/L 200 46 91 70-130 10/26/18

Zinc 220 50 ug/L 200 ND 90 70-130 10/26/18

Matrix Spike (A815778-MS2), Source: A8J2484-01

Copper 190 5.0 ug/L 200 ND 93 70-130 10/26/18

Zinc 190 50 ug/L 200 ND 94 70-130 10/26/18

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

A8J2470 FINAL 10292018 1704



A8J2470

General

**BSK Associates Laboratory Fresno
Metals Quality Control Report**

Analyte	Result	RL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Date Analyzed	Qual
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EPA 200.8 - Quality Control

Batch: A815778

Prepared: 10/19/2018

Prep Method: EPA 200.2

Analyst: MAS

Matrix Spike Dup (A815778-MSD1), Source: A8J2434-01

Copper	230	5.0	ug/L	200	46	94	70-130	3	20	10/26/18	
Zinc	220	50	ug/L	200	ND	92	70-130	2	20	10/26/18	

Matrix Spike Dup (A815778-MSD2), Source: A8J2484-01

Copper	180	5.0	ug/L	200	ND	92	70-130	1	20	10/26/18	
Zinc	180	50	ug/L	200	ND	92	70-130	2	20	10/26/18	

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

A8J2470 FINAL 10292018 1704

Certificate of Analysis

Notes:

- The Chain of Custody document and Sample Integrity Sheet are part of the analytical report.
- Any remaining sample(s) for testing will be disposed of according to BSK's sample retention policy unless other arrangements are made in advance.
- All positive results for EPA Methods 504.1 and 524.2 require the analysis of a Field Reagent Blank (FRB) to confirm that the results are not a contamination error from field sampling steps. If Field Reagent Blanks were not submitted with the samples, this method requirement has not been performed.
- Samples collected by BSK Analytical Laboratories were collected in accordance with the BSK Sampling and Collection Standard Operating Procedures.
- J-value is equivalent to DNQ (Detected, not quantified) which is a trace value. A trace value is an analyte detected between the MDL and the laboratory reporting limit. This result is of an unknown data quality and is only qualitative (estimated). Baseline noise, calibration curve extrapolation below the lowest calibrator, method blank detections, and integration artifacts can all produce apparent DNQ values, which contribute to the un-reliability of these values.
- (1) - Residual chlorine and pH analysis have a 15 minute holding time for both drinking and waste water samples as defined by the EPA and 40 CFR 136. Waste water and ground water (monitoring well) samples must be field filtered to meet the 15 minute holding time for dissolved metals.
- Summations of analytes (i.e. Total Trihalomethanes) may appear to add individual amounts incorrectly, due to rounding of analyte values occurring before or after the total value is calculated, as well as rounding of the total value.
- RL Multiplier is the factor used to adjust the reporting limit (RL) due to variations in sample preparation procedures and dilutions required for matrix interferences.
- Due to the subjective nature of the Threshold Odor Method , all characterizations of the detected odor are the opinion of the panel of analysts. The characterizations can be found in Standard Methods 2170B Figure 2170:1.
- The MCLs provided in this report (if applicable) represent the primary MCLs for that analyte.

Definitions

mg/L:	Milligrams/Liter (ppm)	MDL:	Method Detection Limit	MDA95:	Min. Detected Activity
mg/Kg:	Milligrams/Kilogram (ppm)	RL:	Reporting Limit: DL x Dilution	MPN:	Most Probable Number
µg/L:	Micrograms/Liter (ppb)	ND:	None Detected at RL	CFU:	Colony Forming Unit
µg/Kg:	Micrograms/Kilogram (ppb)	pCi/L:	PicoCuries per Liter	Absent:	Less than 1 CFU/100mLs
%:	Percent	RL Mult:	RL Multiplier	Present:	1 or more CFU/100mLs
NR:	Non-Reportable	MCL:	Maximum Contaminant Limit		

Please see the individual Subcontract Lab's report for applicable certifications.

BSK is not accredited under the NELAP program for the following parameters:

****NA****

Certifications: Please refer to our website for a copy of our Accredited Fields of Testing under each certification.

Fresno

EPA - UCMR4	CA00079	Los Angeles CSD	9254479	NELAP certified	4021-010
State of California - ELAP	1180	State of Hawaii	4021	State of Nevada	CA000792019-1
State of Oregon - NELAP	4021-010	State of Washington	C997-18		

Sacramento

State of California - ELAP 2435

San Bernardino

Los Angeles CSD	9254478	NELAP certified	4119-003	State of California - ELAP	2993
State of Oregon - NELAP	4119-003				

Vancouver

NELAP certified	WA100008-011	State of Oregon - NELAP	WA100008-011	State of Washington	C824-18b
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The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

A8J2470 FINAL 10292018 1704



A8J2470



ElkGr3556



Elk Grove Water District



10172018

Turnaround: Standard
Due Date: 10/31/2018



Printed: 10/17/2018 6:26:08PM

Page 1 of 1

Page 8 of 10



(559) 497-2888 Fax (559) 497-2893
www.bskassociates.com

A8J2470
ElkGr3556

10/11/2018
10



Page 9 of 10

Temp: 0-0 #53

Company/Client Name: Elk Grove Water District
Report Attention: Steve Shaw
Additional cc's: Aaron Hewitt
Invoice To: [Blank]
Phone: 916-687-3155 ext.102
Fax: 916-687-3157
E-mail: sshaw@egwd.org / ahewitt@egwd.org

Address: 9257 Elk Grove Blvd
City: Elk Grove
State: CA
Zip: 95624
Regulatory Carbon Copies: CDPH, Fresno Co
Project: October 2018 Backwash Wastewater
Reporting Options: Trace (J-Flag) [], Swamp [], EDD Type: []
How would you like your completed results sent?* E-Mail Fax Mail
Regulatory Compliance: EDT to California DPH
System Number: []
Geotracker #: []

#	Sample Description*	Sampled*		Matrix*	Comments / Station Code / WTRAX	B.O.D.	T.S.S.	T.K.N.	Heavy Metals (Totals) Cu, Mn, Zn
		Date	Time						
1	Hampton Backwash Wastewater bottle 1	10-16-18	10:03	WW					
2	Hampton Backwash Wastewater bottle 2	10-16-18	10:04	WW					
3	Composite 1 & 2 (To be mixed by lab)			WW	WTRAX 17279	X	X	X	X

Bottle 1 pH = 6.9
 Bottle 2 pH = 7.0
 EG
 10/17/18

Relinquished by: Aaron Hewitt (Signature) **Company:** EGWD
Date: 10-16-18 **Time:** 1350
Received by: James Morrison (Signature)
Relinquished by: Brenda Hamill (Signature) **Company:** BSK-SPK
Date: 10/16/18 **Time:** 1600
Received by: [Signature]
Payment Received at Delivery: []
Shipping Method: ONTRAC UPS GSO WALK-IN FED EX
Cooling Method: Wet Blue None
Chilling Process Begun: [Signature]

*Payment for services rendered as noted herein are due in full within 30 days from the date invoiced. If not so paid, account balances are deemed delinquent. Delinquent balances are subject to monthly service charges and interest specified in BSK's current Standard Terms and Conditions for Laboratory Services. The person signing for the Client/Company acknowledges that they are either the Client or an authorized agent to the Client, that the Client agrees to be responsible for payment for the services on this Chain of Custody, and agrees to BSK's terms and conditions for laboratory services unless contractually bound otherwise. BSK's current terms and conditions can be found at www.bskassociates.com/BSKLabTermsConditions.pdf

Sample Integrity



BSK Bottles: Yes No Page 1 of 1

COC Info	Was temperature within range? Chemistry $\leq 6^{\circ}\text{C}$ Micro $< 8^{\circ}\text{C}$	<u>Yes</u> No NA	Were correct containers and preservatives received for the tests requested?	<u>Yes</u> No NA		
	If samples were taken today, is there evidence that chilling has begun?	Yes No <u>NA</u>	Bubbles Present VOAs (524.2/TCP/TTHM)? TB Received? (Check Method Below)	Yes No <u>NA</u> Yes No <u>NA</u>		
	Did all bottles arrive unbroken and intact?	<u>Yes</u> No	Was a sufficient amount of sample received?	<u>Yes</u> No		
	Did all bottle labels agree with COC?	<u>Yes</u> No	Do samples have a hold time <72 hours?	<u>Yes</u> No		
	Was sodium thiosulfate added to CN sample(s) until chlorine was no longer present?	Yes No <u>NA</u>	Was PM notified of discrepancies? PM: _____ By/Time: _____	Yes No <u>NA</u>		
250ml(A) 500ml(B) 1Liter(C) 40ml VOA(V)	Checks	Passed?	1-2	3		
Bacti Na ₂ S ₂ O ₃	—	—				
None (P) White Cap	—	—	1C	1C		
Cr6 (P) Lt. Green Label/Blue Cap NH4OH(NH4)2SO4 DW	Cl, pH > 8	P F				
Cr6 (P) Pink Label/Blue Cap NH4OH(NH4)2SO4 WW	pH 9.3-9.7	P F				
Cr6 (P) Black Label/Blue Cap NH4OH(NH4)2SO4 7199 24 HOUR HOLD TIME	pH 9.0-9.5	P F				
HNO ₃ (P) Red Cap or HCl (P) Purple Cap/Lt. Blue Label	—	—		1A		
H ₂ SO ₄ (P) or (AG) Yellow Cap/Label	pH < 2	P F		1A		
NaOH (P) Green Cap	Cl, pH > 10	P F				
NaOH + ZnAg (P)	pH > 9	P F				
Dissolved Oxygen 300ml (g)	—	—				
None (AG) 609/6021/6082, 825, 632/8321, 8151, 8270	—	—				
HCl (AG) Lt. Blue Label O&G, Diesel, TCP	—	—				
Ascorbic, EDTA, KH ₂ Ct (AG) Pink Label 525	—	—				
Na ₂ SO ₃ 250mL (AG) Neon Green Label 515	—	—				
Na ₂ S ₂ O ₃ 1 Liter (Brown P) 549	—	—				
Na ₂ S ₂ O ₃ (AG) Blue Label 545, THM, 524	—	—				
Na ₂ S ₂ O ₃ (CG) Blue Label 504, 505, 547	—	—				
Na ₂ S ₂ O ₃ + MCAA (CG) Orange Label 531	pH < 3	P F				
NH ₄ Cl (AG) Purple Label 552	—	—				
EDA (AG) Brown Label DBPs	—	—				
HCL (CG) 524.2, BTEX, Gas, MTBE, 8260/624	—	—				
Buffer pH 4 (CG)	—	—				
H ₃ PO ₄ (CG) Salmon Label	—	—				
Other:						
Asbestos 1L (P) w/ Foil / LL Metals Bottle	—	—				
Bottled Water	—	—				
Clear Glass 250mL / 500mL / 1 Liter	—	—				
Solids: Brass / Steel / Plastic Bag	—	—				
Split	Container	Preservative	Date/Time/Initials	Container	Preservative	Date/Time/Initials
	S P			S P		
	S P			S P		
Comments	✓ Indicates Blanks Received 504 ___ 524.2 ___ TCP ___ TTHM ___ 537 ___ 8260/624 ___					

Labeled by: PM/8/16

Labels checked by: [Signature] @ 1819

RUSH Paged by: [Signature]



BSK Associates Laboratory Fresno
 1414 Stanislaus St
 Fresno, CA 93706
 559-497-2888 (Main)
 559-485-6935 (FAX)

A8J2468
10/29/2018
 Invoice: A832330

Steve Shaw
 Elk Grove Water District
 9257 Elk Grove Boulevard
 Elk Grove, CA 95624

RE: Report for A8J2468 General

Dear Steve Shaw,

Thank you for using BSK Associates for your analytical testing needs. In the following pages, you will find the test results for the samples submitted to our laboratory on 10/17/2018. The results have been approved for release by our Laboratory Director as indicated by the authorizing signature below.

The samples were analyzed for the test(s) indicated on the Chain of Custody (see attached) and the results relate only to the samples analyzed. BSK certifies that the testing was performed in accordance with the quality system requirements specified in the 2009 TNI Standard. Any deviations from this standard or from the method requirements for each test procedure performed will be annotated alongside the analytical result or noted in the Case Narrative. Unless otherwise noted, the sample results are reported on an "as received" basis.

This certificate of analysis shall not be reproduced except in full, without written approval of the laboratory.

If additional clarification of any information is required, please contact your Project Manager, Jaime Lee LaFave, at 559-497-2888.

Thank you again for using BSK Associates. We value your business and appreciate your loyalty.

Sincerely,

Jaime Lee LaFave, Project Manager



Accredited in Accordance with NELAP
 ORELAP #4021-009

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

A8J2468 FINAL 10292018 1648

Case Narrative

Project and Report Details

Client: Elk Grove Water District
Report To: Steve Shaw
Project #: October 2018 Backwash Wastewater
Received: 10/17/2018 - 11:45
Report Due: 10/31/2018

Invoice Details

Invoice To: Elk Grove Water District
Invoice Attn: Steve Shaw
Project PO#: -

Sample Receipt Conditions

Cooler: Default Cooler
Temperature on Receipt °C: 0.0

Containers Intact
 COC/Labels Agree
 Received On Wet Ice
 Packing Material - Bubble Wrap
 Packing Material - Other
 Sample(s) were received in temperature range.
 Initial receipt at BSK-SAC

Data Qualifiers

The following qualifiers have been applied to one or more analytical results:

None applied

Report Distribution

Recipient(s)	Report Format	CC:
Steve Shaw	FINAL.RPT	wquintero@egwd.org
Aaron Hewitt	FINAL.RPT	



A8J2468

General

October 2018 Backwash Wastewater

Certificate of Analysis

Sample ID: A8J2468-03

Sampled By: Aaron Hewitt

Sample Description: Composite Railroad Backwash Wastewater bottle 1 & 2

Sample Date - Time: 10/16/18 - 09:16

Matrix: Waste Water

Sample Type: Composite

Composite Start: 10/16/18 - 09:16

BSK Associates Laboratory Fresno

General Chemistry

Analyte	Method	Result	RL	Units	RL Mult	Batch	Prepared	Analyzed	Qual
Biochemical Oxygen Demand	SM 5210B	ND	1.0	mg/L	1	A815690	10/18/18 00:24	10/22/18	
Total Kjeldahl Nitrogen	EPA 351.2	ND	1.0	mg/L	1	A816053	10/24/18	10/29/18	
Total Suspended Solids	SM 2540D	56	5.0	mg/L	1	A815938	10/23/18	10/24/18	

Metals

Analyte	Method	Result	RL	Units	RL Mult	Batch	Prepared	Analyzed	Qual
Copper	EPA 200.8	ND	5.0	ug/L	1	A815778	10/19/18	10/26/18	
Manganese	EPA 200.7	6.3	0.010	mg/L	1	A815778	10/19/18	10/23/18	
Zinc	EPA 200.8	ND	50	ug/L	1	A815778	10/19/18	10/26/18	

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

A8J2468 FINAL 10292018 1648

**BSK Associates Laboratory Fresno
General Chemistry Quality Control Report**

Analyte	Result	RL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Date Analyzed	Qual
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EPA 351.2 - Quality Control

Batch: A816053

Prepared: 10/24/2018

Prep Method: Digestion

Analyst: CEG

Blank (A816053-BLK1)

Total Kjeldahl Nitrogen ND 1.0 mg/L 10/29/18

Blank Spike (A816053-BS1)

Total Kjeldahl Nitrogen 9.9 1.0 mg/L 10 ND 99 90-110 10/29/18

Blank Spike Dup (A816053-BSD1)

Total Kjeldahl Nitrogen 9.8 1.0 mg/L 10 ND 98 90-110 1 10 10/29/18

Matrix Spike (A816053-MS1), Source: A8J2533-01

Total Kjeldahl Nitrogen 10 1.0 mg/L 10 ND 101 90-110 10/29/18

Matrix Spike Dup (A816053-MSD1), Source: A8J2533-01

Total Kjeldahl Nitrogen 9.7 1.0 mg/L 10 ND 97 90-110 4 10 10/29/18

SM 2540D - Quality Control

Batch: A815938

Prepared: 10/23/2018

Prep Method: Method Specific Preparation

Analyst: DEH

Blank (A815938-BLK1)

Total Suspended Solids ND 5.0 mg/L 10/24/18

Duplicate (A815938-DUP1), Source: A8J2568-01

Total Suspended Solids 230 5.0 mg/L 230 0 20 10/24/18

Duplicate (A815938-DUP2), Source: A8J2689-07

Total Suspended Solids 49 5.0 mg/L 49 0 20 10/24/18

SM 5210B - Quality Control

Batch: A815690

Prepared: 10/17/2018

Prep Method: Method Specific Preparation

Analyst: NDR

Blank (A815690-BLK1)

Biochemical Oxygen Demand ND 1.0 mg/L 10/22/18

Blank Spike (A815690-BS1)

Biochemical Oxygen Demand 190 1.0 mg/L 200 ND 97 85-115 10/22/18

Duplicate (A815690-DUP1), Source: A8J2473-01

Biochemical Oxygen Demand 38 15 mg/L 36 5 10 10/22/18

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

**BSK Associates Laboratory Fresno
Metals Quality Control Report**

Analyte	Result	RL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Date Analyzed	Qual
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EPA 200.7 - Quality Control

Batch: A815778

Prepared: 10/19/2018

Prep Method: EPA 200.2

Analyst: ICP

Blank (A815778-BLK2)

Manganese ND 0.010 mg/L 10/23/18

Blank Spike (A815778-BS2)

Manganese 0.20 0.010 mg/L 0.20 ND 98 85-115 10/23/18

Blank Spike Dup (A815778-BSD2)

Manganese 0.19 0.010 mg/L 0.20 ND 97 85-115 1 20 10/23/18

Matrix Spike (A815778-MS3), Source: A8J2434-01

Manganese 0.20 0.010 mg/L 0.20 ND 101 70-130 10/23/18

Matrix Spike (A815778-MS4), Source: A8J2484-01

Manganese 0.20 0.010 mg/L 0.20 ND 99 70-130 10/23/18

Matrix Spike Dup (A815778-MSD3), Source: A8J2434-01

Manganese 0.20 0.010 mg/L 0.20 ND 100 70-130 1 20 10/23/18

Matrix Spike Dup (A815778-MSD4), Source: A8J2484-01

Manganese 0.20 0.010 mg/L 0.20 ND 99 70-130 1 20 10/23/18

EPA 200.8 - Quality Control

Batch: A815778

Prepared: 10/19/2018

Prep Method: EPA 200.2

Analyst: MAS

Blank (A815778-BLK1)

Copper ND 5.0 ug/L 10/26/18

Zinc ND 50 ug/L 10/26/18

Blank Spike (A815778-BS1)

Copper 190 5.0 ug/L 200 ND 94 85-115 10/26/18

Zinc 190 50 ug/L 200 ND 93 85-115 10/26/18

Blank Spike Dup (A815778-BSD1)

Copper 190 5.0 ug/L 200 ND 96 85-115 2 20 10/26/18

Zinc 190 50 ug/L 200 ND 95 85-115 3 20 10/26/18

Matrix Spike (A815778-MS1), Source: A8J2434-01

Copper 230 5.0 ug/L 200 46 91 70-130 10/26/18

Zinc 220 50 ug/L 200 ND 90 70-130 10/26/18

Matrix Spike (A815778-MS2), Source: A8J2484-01

Copper 190 5.0 ug/L 200 ND 93 70-130 10/26/18

Zinc 190 50 ug/L 200 ND 94 70-130 10/26/18

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

**BSK Associates Laboratory Fresno
Metals Quality Control Report**

Analyte	Result	RL	Units	Spike Level	Source Result	%REC	%REC Limits	RPD	RPD Limit	Date Analyzed	Qual
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EPA 200.8 - Quality Control

Batch: A815778

Prepared: 10/19/2018

Prep Method: EPA 200.2

Analyst: MAS

Matrix Spike Dup (A815778-MSD1), Source: A8J2434-01

Copper	230	5.0	ug/L	200	46	94	70-130	3	20	10/26/18	
Zinc	220	50	ug/L	200	ND	92	70-130	2	20	10/26/18	

Matrix Spike Dup (A815778-MSD2), Source: A8J2484-01

Copper	180	5.0	ug/L	200	ND	92	70-130	1	20	10/26/18	
Zinc	180	50	ug/L	200	ND	92	70-130	2	20	10/26/18	

The results in this report apply to the samples analyzed in accordance with the chain of custody document. This analytical report must be reproduced in its entirety.

Certificate of Analysis

Notes:

- The Chain of Custody document and Sample Integrity Sheet are part of the analytical report.
- Any remaining sample(s) for testing will be disposed of according to BSK's sample retention policy unless other arrangements are made in advance.
- All positive results for EPA Methods 504.1 and 524.2 require the analysis of a Field Reagent Blank (FRB) to confirm that the results are not a contamination error from field sampling steps. If Field Reagent Blanks were not submitted with the samples, this method requirement has not been performed.
- Samples collected by BSK Analytical Laboratories were collected in accordance with the BSK Sampling and Collection Standard Operating Procedures.
- J-value is equivalent to DNQ (Detected, not quantified) which is a trace value. A trace value is an analyte detected between the MDL and the laboratory reporting limit. This result is of an unknown data quality and is only qualitative (estimated). Baseline noise, calibration curve extrapolation below the lowest calibrator, method blank detections, and integration artifacts can all produce apparent DNQ values, which contribute to the un-reliability of these values.
- (1) - Residual chlorine and pH analysis have a 15 minute holding time for both drinking and waste water samples as defined by the EPA and 40 CFR 136. Waste water and ground water (monitoring well) samples must be field filtered to meet the 15 minute holding time for dissolved metals.
- Summations of analytes (i.e. Total Trihalomethanes) may appear to add individual amounts incorrectly, due to rounding of analyte values occurring before or after the total value is calculated, as well as rounding of the total value.
- RL Multiplier is the factor used to adjust the reporting limit (RL) due to variations in sample preparation procedures and dilutions required for matrix interferences.
- Due to the subjective nature of the Threshold Odor Method, all characterizations of the detected odor are the opinion of the panel of analysts. The characterizations can be found in Standard Methods 2170B Figure 2170:1.
- The MCLs provided in this report (if applicable) represent the primary MCLs for that analyte.

Definitions

mg/L:	Milligrams/Liter (ppm)	MDL:	Method Detection Limit	MDA95:	Min. Detected Activity
mg/Kg:	Milligrams/Kilogram (ppm)	RL:	Reporting Limit: DL x Dilution	MPN:	Most Probable Number
µg/L:	Micrograms/Liter (ppb)	ND:	None Detected at RL	CFU:	Colony Forming Unit
µg/Kg:	Micrograms/Kilogram (ppb)	pCi/L:	PicoCuries per Liter	Absent:	Less than 1 CFU/100mLs
%:	Percent	RL Mult:	RL Multiplier	Present:	1 or more CFU/100mLs
NR:	Non-Reportable	MCL:	Maximum Contaminant Limit		

Please see the individual Subcontract Lab's report for applicable certifications.

BSK is not accredited under the NELAP program for the following parameters:

NA

Certifications: Please refer to our website for a copy of our Accredited Fields of Testing under each certification.

Fresno

EPA - UCMR4	CA00079	Los Angeles CSD	9254479	NELAP certified	4021-010
State of California - ELAP	1180	State of Hawaii	4021	State of Nevada	CA000792019-1
State of Oregon - NELAP	4021-010	State of Washington	C997-18		

Sacramento

State of California - ELAP 2435

San Bernardino

Los Angeles CSD	9254478	NELAP certified	4119-003	State of California - ELAP	2993
State of Oregon - NELAP	4119-003				

Vancouver

NELAP certified	WA100008-011	State of Oregon - NELAP	WA100008-011	State of Washington	C824-18b
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A8J2468



ElkGr3556



Elk Grove Water District



10172018

Turnaround: Standard
Due Date: 10/31/2018



Printed: 10/17/2018 6:26:12PM

Page 1 of 1

Page 8 of 10



(559) 497-2888 Fax (559) 497-2893
www.bskassociates.com

ElkGr3556

10



Page 9 of 10

Company/Client Name: Elk Grove Water District
Report Attention: Steve Shaw
Additional cc's: Aaron Hewitt
Invoice To*:
Phone*: 916-687-3155 ext.102
Fac*: 916-687-3157
E-mail*: sshaw@egwd.org / ahewitt@egwd.org

Address*: 9257 Elk Grove Blvd
City*: Elk Grove
State*: CA
Zip*: 95624
Regulatory Carbon Copies: CDPH, Fresno Co, Merced Co, Tulare Co, Madera Co, Other:

Project: October 2018 Backwash Wastewater
Reporting Options: Trace (J-Flag) Swamp EDD Type:
How would you like your completed results sent?*
 E-Mail Fax Mail
TAT* Standard - 10 Business Days ****Surcharge**
****Rush: Date Needed**
Regulatory Compliance: EDT to California DPH
System Number*:
Geotracker #:

Matrix Types: SW=Surface Water BW=Bottled Water GW=Ground Water WW=Waste Water STW=Storm Water DW=Drinking Water SO=Solid

#	Sample Description*	Sampled*		Matrix*	Comments / Station Code / WTRAX	B.O.D.	T.S.S.	T.K.N.	Heavy Metals (Totals) Cu, Mn, Zn
		Date	Time						
	Railroad Backwash Wastewater bottle 1	10-16-18	9:16	WW					
	Railroad Backwash Wastewater bottle 2	10-16-18	9:17	WW					
	Composite 1 & 2 (To be mixed by lab)			WW	WTRAX 17257	X	X	X	X

Bottle 1 pH = 7.8
 Bottle 2 pH = 7.8

Requisitioned by: Aaron Hewitt (Signature and Printed Name)
Company: EGWD
Date: 10-16-18
Time: 1:30
Received by: James Morrison (Signature and Printed Name)
Company: BSK-SAC
Shipping Method: CONTRA UPS GSO WALK-IN FED EX
Cooling Method: Wet Blue None
Payment Received at Delivery: Date: 10/17/18 Time: 11:25
Amount: PIA#: Chilling Process Begun: ON

Payment for services rendered as noted herein are due in full within 30 days from the date invoiced. If not so paid, account balances are deemed delinquent. Delinquent balances are subject to monthly service charges and interest specified in BSK's current Standard Terms and Conditions for Laboratory Services. The person signing for the Client/Company acknowledges that they are either the Client or an authorized agent of the Client, that the Client agrees to be responsible for payment for the services on this Chain of Custody, and agrees to BSK's terms and conditions for laboratory services unless contractually bound otherwise. BSK's current terms and conditions can be found at www.bskassociates.com/BSKLabTermsConditions.pdf

SR-FL-0012-05 Analytical Chain of Custody

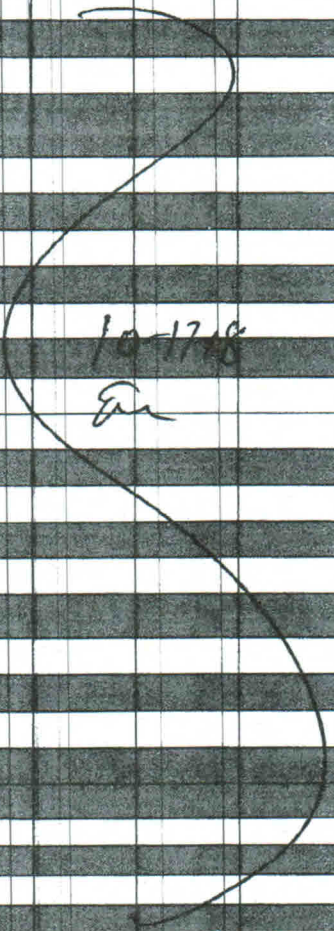
Sample Integrity



BSK Bottles: Yes No Page 1 of 1

COC Info	Was temperature within range? Chemistry $\leq 6^{\circ}\text{C}$ Micro $< 8^{\circ}\text{C}$	<u>Yes</u> No NA	Were correct containers and preservatives received for the tests requested?	<u>Yes</u> No NA		
	If samples were taken today, is there evidence that chilling has begun?	Yes No <u>NA</u>	Bubbles Present VOAs (524.2/TCP/TTHM)? TB Received? (Check Method Below)	Yes No <u>NA</u> Yes No <u>NA</u>		
	Did all bottles arrive unbroken and intact?	<u>Yes</u> No	Was a sufficient amount of sample received?	<u>Yes</u> No		
	Did all bottle labels agree with COC?	<u>Yes</u> No	Do samples have a hold time < 72 hours?	<u>Yes</u> No		
Was sodium thiosulfate added to CN sample(s) until chlorine was no longer present?	Yes No <u>NA</u>	Was PM notified of discrepancies? PM: _____ By/Time: _____	Yes No <u>NA</u>			
Bottles Received <small>means preservation/chlorine checks are either N/A or are performed in the lab</small>	250ml(A) 500ml(B) 1Liter(C) 40ml VOA(V)	Checks	Passed?	<u>1-2</u> <u>3</u>		
	Bact Na ₂ S ₂ O ₃	—	—			
	None (P) White Cap	—	—	<u>1C</u> <u>1C</u>		
	Cr6 (P) Lt. Green Label/Blue Cap NH ₄ OH(NH ₄) ₂ SO ₄ DW	Cl, pH > 8	P F			
	Cr6 (P) Pink Label/Blue Cap NH ₄ OH(NH ₄) ₂ SO ₄ WW	pH 9.3-9.7	P F			
	Cr6 (P) Black Label/Blue Cap NH ₄ OH(NH ₄) ₂ SO ₄ 7199 "24 HOUR HOLD TIME"	pH 9.0-9.5	P F			
	HNO ₃ (P) Red Cap or HCl (P) Purple Cap/LL Blue Label	—	—		<u>1A</u>	
	H ₂ SO ₄ (P) or (AG) Yellow Cap/Label	pH < 2	P F		<u>1A</u>	
	NaOH (P) Green Cap	Cl, pH > 10	P F			
	NaOH + ZnAc (P)	pH > 9	P F			
	Dissolved Oxygen 300ml (g)	—	—			
	None (AG) 608/805/18062, 825, 832/8321, #151, 8270	—	—			
	HCl (AG) Lt. Blue Label O&G, Diesel, TCP	—	—			
	Ascorbic, EDTA, KH ₂ Ct (AG) Pink Label 525	—	—			
	Na ₂ SO ₃ 250mL (AG) Neon Green Label 515	—	—			
	Na ₂ S ₂ O ₃ 1 Liter (Brown P) 549	—	—			
	Na ₂ S ₂ O ₃ (AG) Blue Label 549, THM, 524	—	—			
	Na ₂ S ₂ O ₃ (CG) Blue Label 504, 505, 547	—	—			
	Na ₂ SO ₃ + MCAA (CG) Orange Label 531	pH < 3	P F			
	NH ₄ Cl (AG) Purple Label 552	—	—			
	EDA (AG) Brown Label DBPs	—	—			
	HCL (CG) 524.2, BTEX, Gas, MTBE, 8260/624	—	—			
	Buffer pH 4 (CG)	—	—			
H ₂ PO ₄ (CG) Salmon Label	—	—				
Other:						
Asbestos 1L (P) w/ Foil / LL Metals Bottle	—	—				
Bottled Water	—	—				
Clear Glass 250mL / 500mL / 1 Liter	—	—				
Solids: Brass / Steel / Plastic Bag	—	—				
Split	Container	Preservative	Date/Time/Initials	Container	Preservative	Date/Time/Initials
	S P			S P		
Comments	✓ Indicates Blanks Received 504 ___ 524.2 ___ TCP ___ TTHM ___ 537 ___ 8260/624 ___					

COMPOSITE



Labeled by: DMW @ 1816 Labels checked by: [Signature] @ 1819 RUSH Paged by: _____ @ _____



November 7, 2018

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

MONTHLY SUMMARY OF DISTRIBUTION SYSTEM COLIFORM MONITORING

Enclosed is the Monthly Summary of Distribution System Coliform Monitoring report from Elk Grove Water District for October 2018.

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

A handwritten signature in blue ink, appearing to read "Steve Shaw", is written above the printed name.

STEVE SHAW
WATER TREATMENT SUPERVISOR

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

System Name <p style="text-align: center; font-size: 1.2em;">Elk Grove Water District</p>	System Number <p style="text-align: center; font-size: 1.2em;">3410008</p>
Sampling Period <p style="text-align: center; font-size: 1.2em;">October</p>	Year <p style="text-align: center; font-size: 1.2em;">2018</p>

	Number Required	Number Collected	Number Total Coliform Positives	Number E.coli Positives
1. Routine Samples (see note 1)	50	50	0	0
2. Repeat Samples following samples that are Total Coliform Positive and <i>E.coli</i> Negative (see notes 10 and 11)		0	0	0
3. Repeat Samples following Routine Samples that are Total Coliform Positive and <i>E. coli</i> Positive (see notes 10 and 11)		0	0	0
4. Treatment Technique (TT)/MCL Violation Computation for Total Coliform/ <i>E. coli</i> Positive Samples				
a. Totals (sum of columns)	0	0	0	0
b. If 40 or more samples collected in month, determine percent of samples that are total coliform positive [(total number positive/total number collected) x 100] =	0	%		
c. Did the system trigger... a Level 2 Assessment TT? (see notes 2, 3, 4, 5 and 6 for trigger info) <i>If a Level 2 Assessment is triggered, see note 8 below.</i>			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
a Level 1 Assessment TT? (see note 7 for trigger info) <i>If a Level 1 Assessment is triggered, see note 9 below.</i>			<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
5. Triggered Source Samples per Groundwater Rule (see notes 12 and 13)		0	0	0
6. Invalidated Samples (Note what samples, if any, were invalidated; who authorized the invalidation; and when replacement samples were collected. Attach additional sheets, if necessary.)				
7. Summary Completed By: Steve Shaw				
Signature	Water Treatment Supervisor		Date 11/7/2018	

NOTES AND INSTRUCTIONS:

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



November 7, 2018

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

MONTHLY SUMMARY OF THE HAMPTON GROUNDWATER TREATMENT PLANT

Enclosed is the Monthly Summary of the Hampton GWTP report from Elk Grove Water District for October 2018.

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

A handwritten signature in blue ink, appearing to read 'Steve Shaw', is located below the text of the letter.

STEVE SHAW
WATER TREATMENT SUPERVISOR

Elk Grove Water District

Hampton GWTP Monthly Report

PWS Number 3410008-013

Month: October

GWTP Name Hampton Water Treatment Plant

Date	Meter Reading	Well Production	Backwash Meter	Reclaim Meter	Weekly In-House Monitoring (mg/L) R (Raw) T (Treated) As (ug/L)							Weekly Average			
					Date	Fe, R	Fe, T	Mn, R	Mn, T	As, R	As, T	Inf. pH	Eff. pH		
last day	512275584		8693811	541975											
1	513676367	1400783	8726270	541975	10/2/2018	0.005	0.009	0.038	0.011	12	2.5				
2	515091078	1414711	8758742	541975	10/9/2018	0.008	0.023	0.064	0.022	12	2	Week 1:	7.2	to	6.9
3	516459766	1368688	8791289	541975	10/16/2018	0.002	0.012	0.101	0.011	12	2	Cl2			0.86
4	517839786	1380020	8820134	541975	10/23/2018	0.003	0.015	0.1	0	12	2.5	Week 2:	7.2	to	6.9
5	519197324	1357538	8849056	541975	10/30/2018	0	0.014	0.122	0.003	13	2.5	Cl2			0.84
6	520651128	1453804	8885167	541975								Week 3:	7.2	to	6.9
7	521957755	1306627	8910409	541975								Cl2			0.97
8	523363630	1405875	8942906	541975								Week 4:	7.2	to	6.9
9	524688465	1324835	8982521	541975								Cl2			1.07
10	526117486	1429021	9017775	541975								Week 5:	7.2	to	6.9
11	527314774	1197288	9040313	541975								Cl2			1.05
12	528617180	1302406	9072748	541975											
13	529993883	1376703	9105255	541975											
14	531360277	1366394	9137707	541975											
15	532708683	1348406	9170198	541975											
16	534142288	1433605	9202640	541975											
17	535465527	1323239	9231573	541975											
18	536927143	1461616	9267704	541975											
19	538245155	1318012	9293104	541975											
20	539604567	1359412	9321998	541975											
21	540996634	1392067	9354499	541975											
22	542421839	1425205	9386989	541975											
23	543738937	1317098	9430354	541975											
24	545087105	1348168	9459255	541975											
25	546567019	1479914	9495406	541975											
26	547932032	1365013	9527869	541975											
27	549252929	1320897	9553163	541975											
28	550564335	1311406	9582047	541975											
29	552049186	1484851	9618127	541975											
30	553411471	1362285	9657928	541975											
31	554772747	1361276	9690430	541975											
Total		42,497,163	996,619	0											

Total Backwashed	996,619 Gal	Total Reclaim	0 Gal
Total Water Pumped	42,497,163 Gal	Total Water Treated	42,497,163 Gal

Reporting Limits/Units	Maximum Contaminant Levels (MCLs)
Iron = 0.100 mg/L	Iron (Fe) = 0.300 mg/L (Secondary)
Manganese = 0.010 mg/L	Manganese (Mn) = 0.050 mg/L (Secondary)
Arsenic = 1.0 µg/L	Arsenic (As) = 10 µg/L (Primary)

Total Gallons Sodium Hypochlorite:	493.6 Gal
Pounds per day	19.9 Lbs/Day
Dosage (Milligrams Per Liter @ 12.5% Cl)	1.8 mg/L
Total Gallons Ferric Chloride:	264.1 Gal
Dosage (Milligrams Per Liter @ 38% FeCl)	.65mg/L
Total Gallons Sodium Hydroxide:	357.3 Gal
Dosage (Gallons Per Hour @ 30% NaOH)	0.48 Gal/Hr
Total Gallons Sulfuric Acid :	248.6 Gal
Dose (Gallons Per Hour @ 93% H2SO4)	0.33 Gal/Hr

Prepared By: Steve Shaw Date: 11/7/2018



November 7, 2018

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

MONTHLY FLUORIDATION MONITORING REPORT

Enclosed is the Monthly Summary of the Fluoridation Monitoring from Elk Grove Water District for October 2018.

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

A handwritten signature in blue ink, appearing to read "STEVE SHAW". The signature is stylized and fluid, with a long horizontal stroke at the top and several smaller strokes below.

STEVE SHAW
WATER TREATMENT SUPERVISOR

ELK GROVE WATER DISTRICT AREA 2

DISTRIBUTION SYSTEM

MONTHLY FLUORIDATION MONITORING REPORT

Month / Year October 2018

Week	Location of Sample Taken	Date	Time	Monitoring Results (mg/L)	Results
1	Hollow Springs	10/2/2018	9:53 AM		0.58
1	Al Gates Park	10/2/2018	10:21 AM		0.53
1	Oreo Ranch	10/2/2018	10:43 AM		0.67
1	Blackman	10/2/2018	12:50 PM		0.62
2	Hollow Springs	10/9/2018	9:57 AM		0.64
2	Al Gates Park	10/9/2018	10:11 AM		0.66
2	Oreo Ranch	10/9/2018	10:43 AM		0.62
2	Blackman	10/9/2018	1:04 PM		0.67
3	Hollow Springs	10/16/2018	11:58 AM		0.6
3	Al Gates Park	10/16/2018	12:13 PM		0.65
3	Oreo Ranch	10/16/2018	12:23 PM		0.56
3	Blackman	10/16/2018	1:17 PM		0.66
4	Hollow Springs	10/23/2018	9:13 AM		0.68
4	Al Gates Park	10/23/2018	9:36 AM		0.6
4	Oreo Ranch	10/23/2018	9:49 AM		0.55
4	Blackman	10/23/2018	12:09 PM		0.66
5	Hollow Springs	10/30/2018	9:09 AM		0.61
5	Al Gates Park	10/30/2018	9:24 AM		0.54
5	Oreo Ranch	10/30/2018	9:37 AM		0.57
5	Blackman	10/30/2018	12:02 PM		0.6

Monthly fluoride split sample results:

Date: 10/2/2018

Water System Results: 0.58 mg/L

Approved Lab: 0.72 mg/L

Contact Name: Steve Shaw

Telephone : (916) 585-9386

System PWS Number: 3410008

Elk Grove Water District

Preventative Maintenance Program

Groundwater Wells

Monthly													Semi-annual			Annual		
Refer.	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Refer.	1ST 6-MO.	2ND 6-MO.	Refer.	2018	
Well 14D Railroad	Initials	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	Sect: 7.1	Sect: 7.2	AH/WQ 6/20/18 16033	Sect: 7.3		
	Date	1/9/18	2/6/18	4/9/18	5/11/18	6/14/18	7/6/18	8/13/18	9/18/18	10/9/18	10/9/18							
	W.O.#	15483	15581	15673	15779	15900	16020	16142	16264	16345	16542							
Well 4D Webb	Initials	WQ	WQ	AH	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	Sect: 8.1	Sect: 8.2	AH/WQ 6/20/18 16034	Sect: 8.3		
	Date	1/4/18	2/27/18	3/9/18	4/9/18	5/23/18	6/13/18	7/9/18	8/13/18	9/17/18	10/2/18							
	W.O.#	15484	15582	15674	15780	15901	16021	16143	16265	16346	16543							
Well 11D Pino	Initials	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	Sect: 9.1	Sect: 9.2	AH/WQ 6/20/18 16035	Sect: 9.3		
	Date	1/2/18	2/13/18	3/7/18	4/3/18	5/16/18	6/13/18	7/10/18	8/27/18	9/19/18	10/1/18							
	W.O.#	15485	15583	15675	15781	15902	16022	16144	16266	16347	16544							
Well 1D School	Initials	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	Sect: 13.1	Sect: 13.2	AH/WQ 6/20/18 16036	Sect: 13.3		
	Date	1/9/18	2/22/18	3/6/18	4/3/18	5/22/18	6/21/18	7/6/18	8/29/18	9/20/18	10/3/18							
	W.O.#	15486	15584	15676	15782	15903	16023	16145	16267	16348	16545							
Well 3 MarVal	Initials	WQ	WQ	AH	WQ	WQ	WQ	WQ	AH	AH	AH	AH	Sect: 12.1	Sect: 12.2	AH/WQ 6/20/18 16037	Sect: 12.4		
	Date	1/11/18	2/16/18	3/9/18	4/10/18	5/11/18	6/7/18	7/3/18	8/31/18	9/24/18	10/4/18							
	W.O.#	15487	15585	15677	15783	15904	16024	16147	16268	16349	16546							
Well 8 Williamson	Initials	AH	AH	AH	AH	AH	WQ	WQ	AH	AH	AH	WQ	Sect: 11.1	Sect: 11.4				
	Date						6/25/18	7/2/18	8/31/18	9/24/18	10/4/18							
	W.O.#	15488	15586	15678	15784	15905	16025	16148	16269	16350	16547							
Well 9 Polhemus	Initials	WQ	WQ	AH	WQ	WQ	WQ	WQ	WQ	AH	WQ	WQ	Sect: TBD	Sect: TBD	WQ 6/22/18 16038	Sect: TBD		
	Date	1/10/18	2/16/18	3/9/18	4/19/18	5/21/18	6/8/18	7/9/18	8/29/18	9/24/18	10/4/18							
	W.O.#	15489	15587	15679	15785	15906	16026	16146	16270	16351	16548							
Well 13 Hampton	Initials	WQ	WQ	AH	AH	AH	WQ	AH	WQ	WQ	AH	AH	Sect: TBD	Sect: TBD	WQ 6/22/18 16038	Sect: TBD		
	Date	1/11/18	2/6/18	3/5/18	4/9/18	5/21/18	6/5/18	7/11/18	8/30/18	9/19/18	10/11/18							
	W.O.#	15490	15588	15680	15786	15907	16027	16149	16271	16352	16549							

Year: 2018

Elk Grove Water District

Preventative Maintenance Program

Railroad Water Treatment and Storage Facility

Item	Monthly												Quarterly				Semi-annual		Annual			
	Refer.	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	1st	2nd	3rd	4th	1st	2nd	Refer.	2018	
Cor-Tec System	Initials	WQ	WQ	WQ	WQ	WQ	AH	AH	WQ	WQ	WQ	WQ	WQ	WQ	AH/WQ	AH/WQ				Section: 4.4		
	Date	1/25/18	2/6/18	3/5/18	4/11/18	5/8/18	6/28/18	7/18/18	8/27/18	9/26/18	10/15/18			3/13/18	6/28/18	9/28/18						
	W.O. #	15472	15593	15685	15768	15892	16011	16155	16257	16363	16535			15689	15923	16367						
Filter System	Initials	WQ	AH	WQ	WQ	WQ	AH	AH	WQ	WQ	WQ	WQ	WQ	WQ						Section: 5.3		
	Date	1/25/18	2/27/18	3/6/18	4/4/18	5/7/18	6/11/18	7/18/18	8/6/18	9/17/18	10/12/15											
	W.O. #	15473	15594	15686	15769	15893	16012	16156	16258	16364	16536											
Backwash System	Initials	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	AH	WQ	WQ	WQ	WQ						Section: 2.3		
	Date	1/18/18	2/21/18	3/5/18	4/12/18	5/16/18	6/12/18	7/18/18	8/20/18	9/24/18	10/15/18											
	W.O. #	15474	15595	15687	15770	15894	16013	16157	16259	16365	16537											
Booster Pumps	Initials	WQ	WQ	WQ	WQ	WQ	AH	WQ	WQ	AH	WQ	WQ	WQ	WQ/AH	WQ	AH/WQ				Section: 3.2		
	Date	1/18/18	2/21/18	3/8/18	4/11/18	5/14/18	6/14/18	7/18/18	8/13/18	9/17/18	10/15/18			3/15/18	6/28/18	9/28/18						
	W.O. #	15475	15596	15688	15771	15895	16014	16158	16260	16366	16538			15690	16040	16178						
LAB	Initials													WQ/AH	WQ	AH/WQ				Section: 1.2		
	Date													3/15/18	6/28/18	9/28/18						
	W.O. #													15690	16040	16178						
Clear Wells	Initials													WQ/AH	WQ	AH/WQ				Section: 2.4		
	Date													3/15/18	6/28/18	9/28/18						
	W.O. #													15690	16040	16178						
MCC	Initials													WQ/AH	WQ	AH/WQ				Section: 1.2		
	Date													3/15/18	6/28/18	9/28/18						
	W.O. #													15690	16040	16178						

Year: 2018

Elk Grove Water District

Preventative Maintenance Program

Hampton Village Water Treatment Plant

Item	Monthly												Quarterly			Semi-annual		Annual						
	Refer.	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	1st	2nd	3rd	4th	1st	2nd	6-12th	6-12th	Refer.	2018	
Chemical Systems	Section: TBD	15476 AH 1/11/18	15597 WQ 2/6/18	15670 AH 3/5/18	15772 AH 4/9/18	15908 AH 5/21/18	16028 WQ 6/14/18	16164 AH 7/11/18	16261 AH 8/30/18	16358 AH 9/18/18	16539 AH 10/11/18			15691 AH 3/5/18	16031 AH 6/7/18	16361 AH 8/16/18		15691 AH 3/5/18	16031 AH 6/7/18	16361 AH 8/16/18	16361 AH 11/15/18	Section: TBD	Section: TBD	Section: TBD
Filter System	Section: TBD	15477 AH 1/11/18	15598 WQ 2/6/18	15671 AH 3/5/18	15773 AH 4/9/18	15909 AH 5/21/18	16029 WQ 6/14/18	16165 AH 7/11/18	16262 AH 8/30/18	16359 AH 9/18/18	16540 AH 10/11/18										Section: TBD	Section: TBD	Section: TBD	Section: TBD
Backwash System	Section: TBD	15478 AH 1/11/18	15599 WQ 2/6/18	15672 AH 3/5/18	15774 AH 4/9/18	15910 AH 5/21/18	16030 WQ 6/14/18	16166 AH 7/11/18	16263 AH 8/30/18	16360 AH 9/18/18	16541 AH 10/11/18										Section: TBD	Section: TBD	Section: TBD	Section: TBD
LAB	Initials Date W.O. #																							
MCC	Initials Date W.O. #																							

Elk Grove Water District

Preventative Maintenance Program

Standby Generators

Item	Monthly												Annual		
	Refer.	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Refer.	2018
Railroad	Initials	WQ	WQ	WQ	WQ	WQ	WQ	AH	WQ	WQ	WQ	WQ		Section: TBD	
	Date	1/19/18	2/14/18	3/9/18	4/9/18	5/14/18	6/12/18	7/18/18	8/27/18	9/17/18	10/9/18				
	W.O. #	15479	15589	15681	15775	15896	16016	16159	16272	16354	16531				
Webb	Initials	WQ	WQ	AH	WQ	WQ	WQ	AH	WQ	AH	WQ	WQ		Section: TBD	
	Date	1/4/18	2/27/18	3/9/18	4/9/18	5/23/18	6/13/18	7/9/18	8/13/18	9/24/18	10/2/18				
	W.O. #	15480	15590	15682	15776	15897	16017	16161	16273	16355	16532				
Dino	Initials	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ		Section: TBD	
	Date	1/2/18	2/13/18	3/7/18	4/3/18	5/16/18	6/13/18	7/10/18	8/27/18	9/19/18	10/1/18				
	W.O. #	15481	15591	15683	15777	15898	16018	16162	16274	16356	16533				
Hampton	Initials													Section: TBD	
	Date														
	W.O. #														
Admin.	Initials	WQ	WQ	WQ	AH	AH	AH	AH	AH	AH	AH	AH		Section: TBD	
	Date	1/31/18	2/27/18	3/9/18	4/5/18	5/18/18	6/14/18	7/20/18	8/11/18	9/24/18	10/22/18				
	W.O. #	15482	15592	15684	15778	15899	15019	16163	16275	16357	16534				

= Load Test

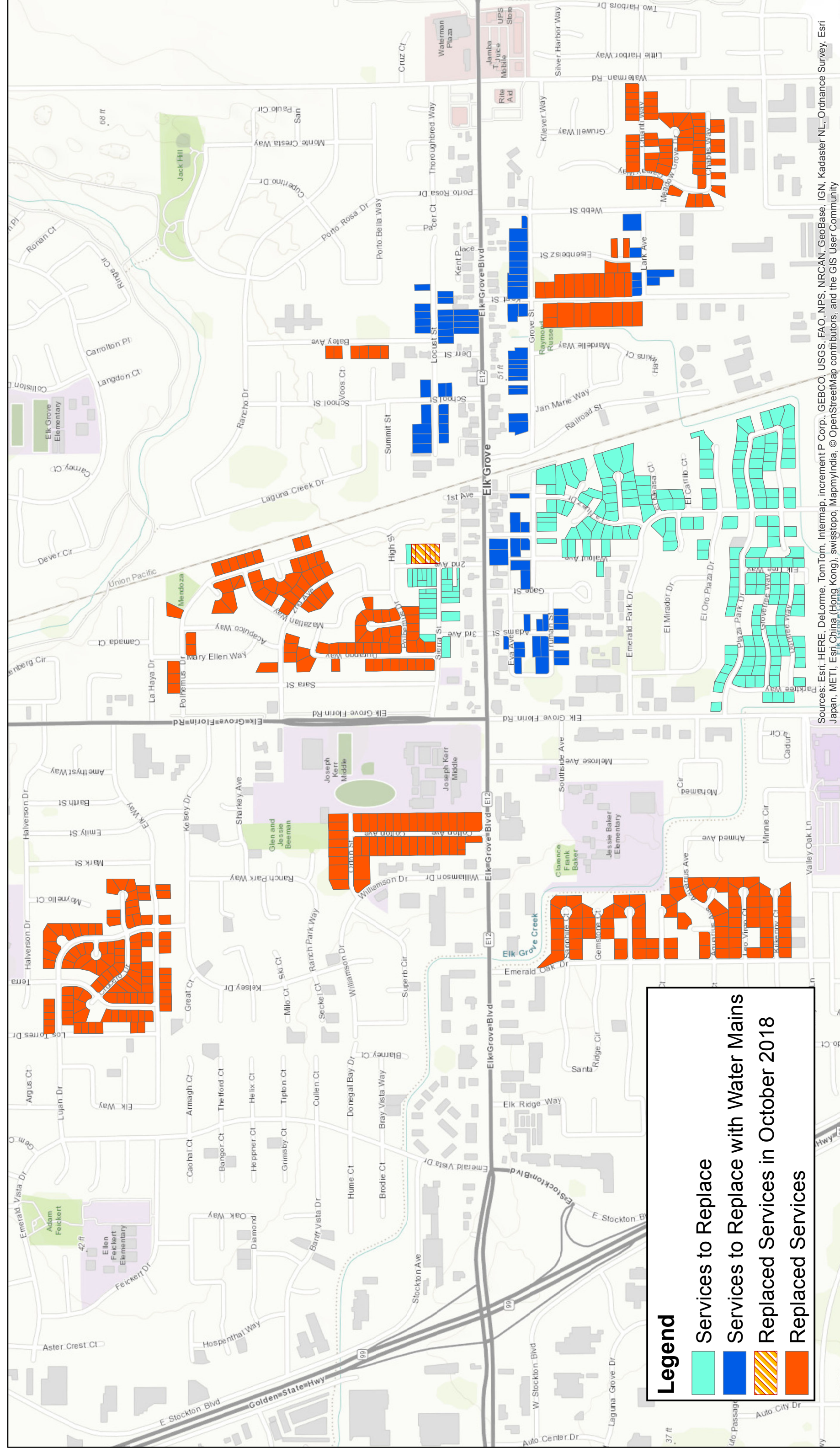
Elk Grove Water District
Backflow Prevention Program 2018

Backflow Device Reports	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
CURRENT												
Notices Issued	42	40	80	15	60	66	151	96	69	43		
Assemblies Tested	35	37	49	1	31	24	68	34	51	19		
Passed Initial Test	31	30	46	1	31	24	64	31	48	18		
Failed Initial Test	4	7	3			4	4	3	4	1		
Failed Devices Retested----Passed	3	7	2			4	4	1	4	1		
Investigations or Address Change					2							
Inactivated Devices								1				
Schedule Code Changed												
Devices Turned Off												
2nd Notices Issued	5	3	32	14	27	42	83	61	17	24	0	0
Monthly Outstanding Delinquents	0	0	0	0	0	0	0	0	0	8	0	0

Total Outstanding Delinquents	8
--------------------------------------	----------

Elk Grove Water District
Safety Meetings/Training
October 2018

Date	Topic	Attendees	Hosted By
10/3/2018	AED Refresher	Alan Aragon, Jose Carrillo, David Frederick, Aaron Hewitt, Sean Hinton, Justin Mello, Jose Mendoza, Mike Montiel, Chris Phillips, Wilfredo Quintero, William Sadler, Richard Salas, Steve Shaw, John Vance, Marcell Wilson, Vue Xiong	Sarah Jones
10/17/2018	Good Housekeeping Practices at Work	Alan Aragon, Jose Carrillo, David Frederick, Aaron Hewitt, Sean Hinton, Justin Mello, Jose Mendoza, Mike Montiel, Chris Phillips, Wilfredo Quintero, William Sadler, Richard Salas, Steve Shaw, John Vance, Vue Xiong	Sarah Jones
10/25/2018	8 Keys for Creating an Effective Safety Culture	Alan Aragon, Thomas Dainat, Travis Franklin, David Frederick, Aaron Hewitt, Sean Hinton, Bruce Kamilos, Amber Kavert, Patrick Lee, Mark Madison, Denise Maxwell, Justin Mello, Jose Mendoza, Mike Montiel, Donella Murillo, Chris Phillips, Stefani Phillips, Wilfrdo Quintero, Cindy Robertson, William Sadler, Richard Salas, Steve Shaw, John Vance, Brandon Wagner, Tonia Williams, Marcell Wilson, Vue Xiong	Sarah Jones
10/31/2018	Chemical Agents - OC Spray	Sarah Jones, Mike Montiel, William Sadler, Brandon Wagner, Marcell Wilson	Ian Willis



Legend

- Services to Replace
- Services to Replace with Water Mains
- Replaced Services in October 2018
- Replaced Services

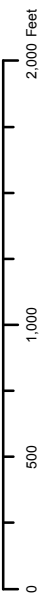
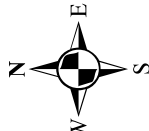
Services to Replace: 189

Services Replaced in October 2018: 5

Total Service Replaced: 393

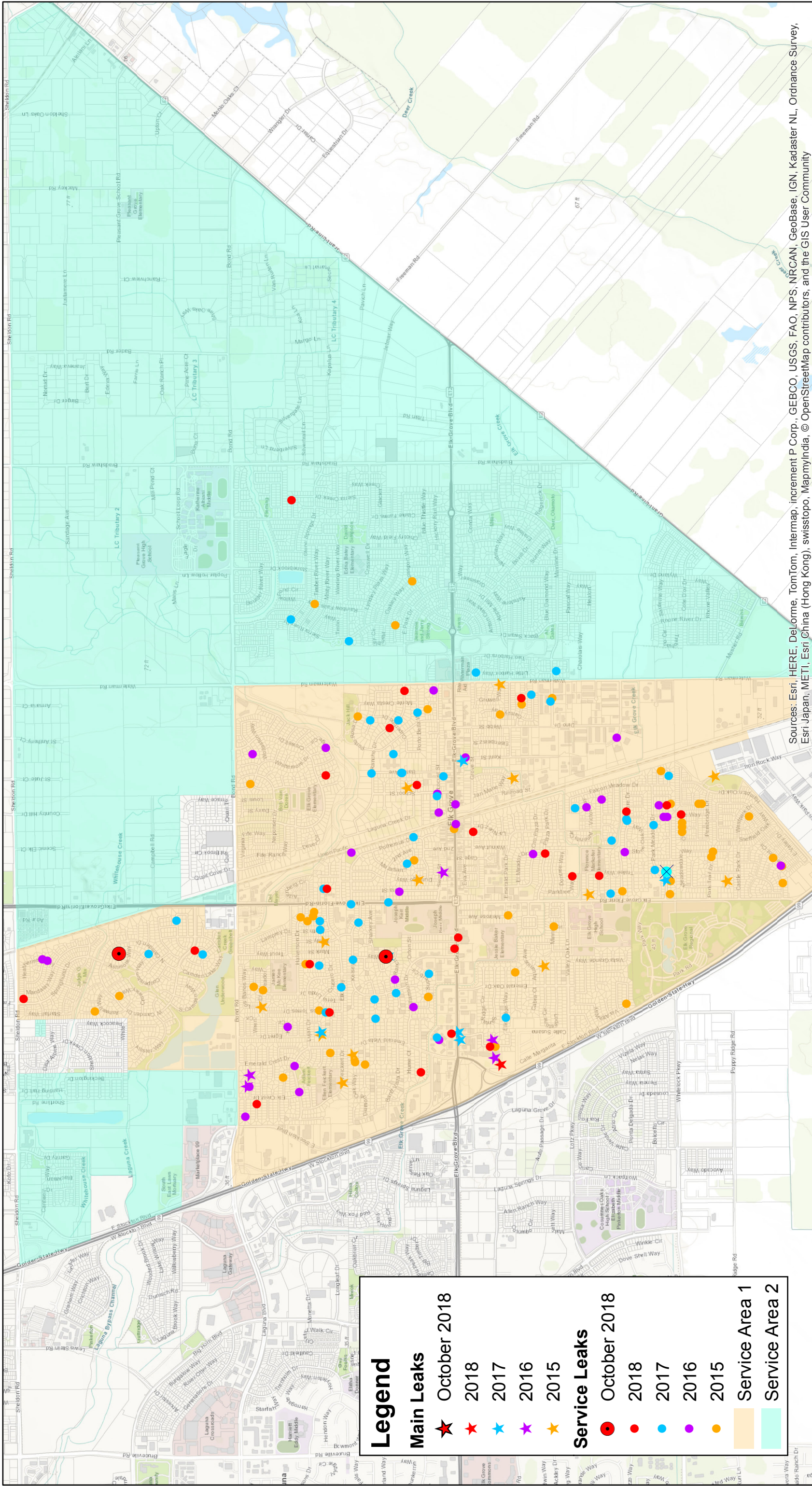


**Elk Grove Water District
Service Line Replacement**



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

Projected Coordinate System: NAD 83 State Plane, California II, FIPS 0420
Source: City of Elk Grove, EGWD and Sacramento County GIS databases
Created by: Travis Franklin
Date: November 8, 2018



Elk Grove Water District	
Service / Main Leaks	
Created by: Travis Franklin	
Date: November 8, 2018	

Elk Grove Water District

Main and Service Line Leaks Map

October 2018	
Main Line Leaks: 0	YTD: 1
Service Line Leaks: 2	YTD: 27
Total Leaks: 2	YTD: 28

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

Legend

Main Leaks

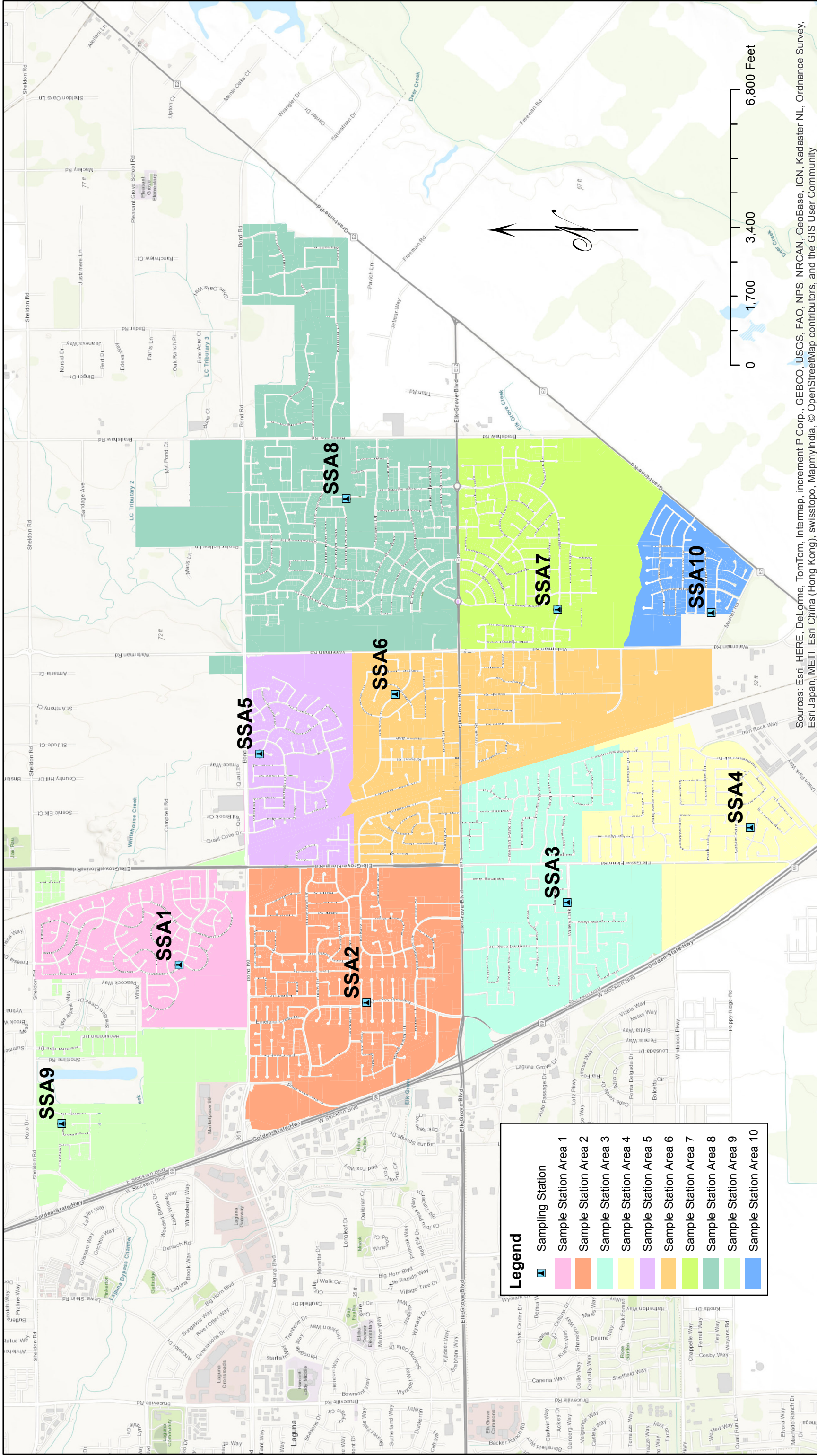
- ★ October 2018
- ★ 2018
- ★ 2017
- ★ 2016
- ★ 2015

Service Leaks

- October 2018
- 2018
- 2017
- 2016
- 2015

Service Area 1

Service Area 2



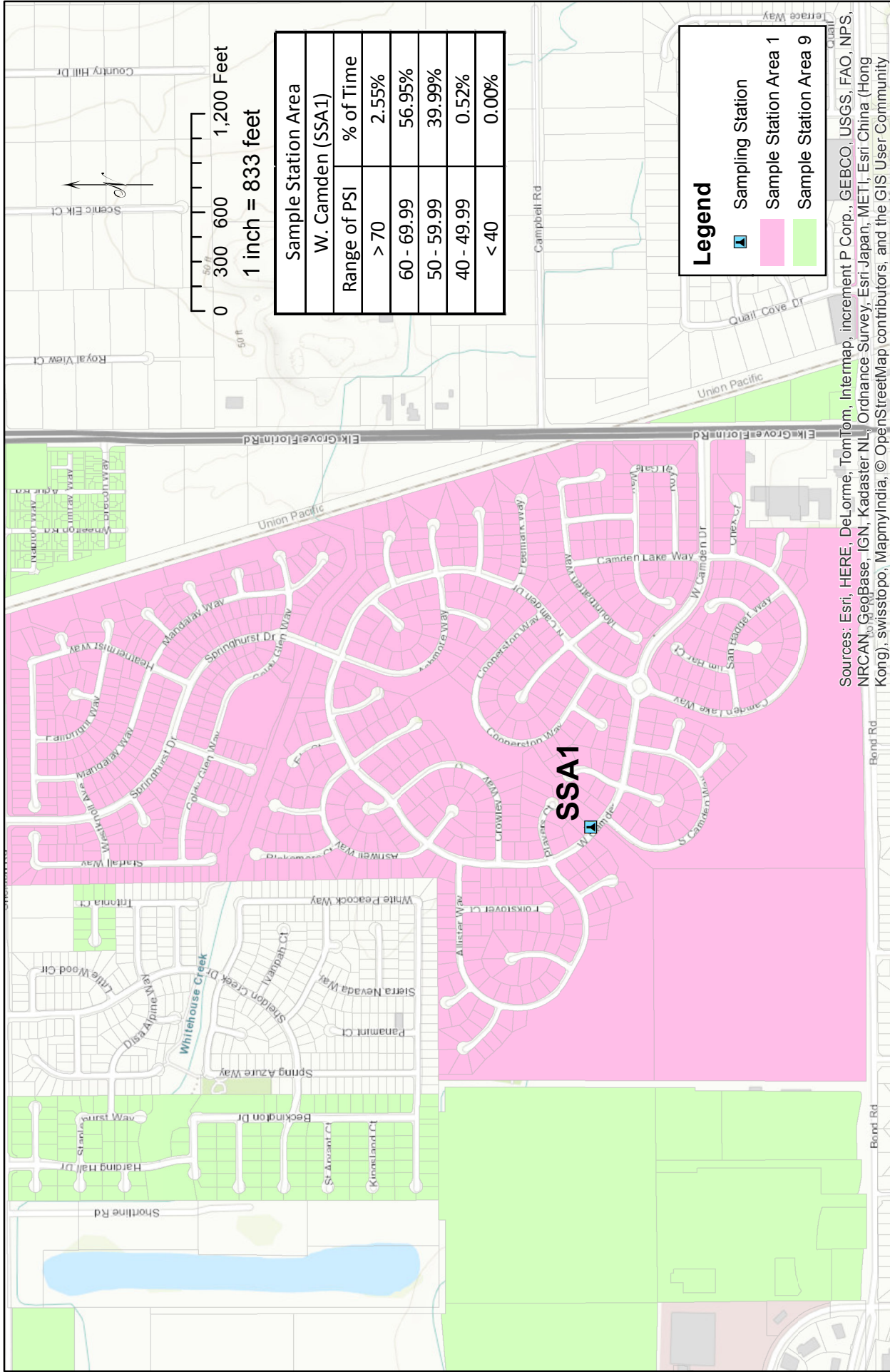
Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Projected Coordinate System: NAD 83 State Plane CA II FIPS 0402
 Source: EGWD GIS database
 Modified by: Travis Franklin
 November 8, 2018

Elk Grove Water District Sample Station Areas



Sample Stations: 10



Sample Station Area	
W. Camden (SSA1)	
Range of PSI	% of Time
> 70	2.55%
60 - 69.99	56.95%
50 - 59.99	39.99%
40 - 49.99	0.52%
< 40	0.00%

Legend	
	Sampling Station
	Sample Station Area 1
	Sample Station Area 9

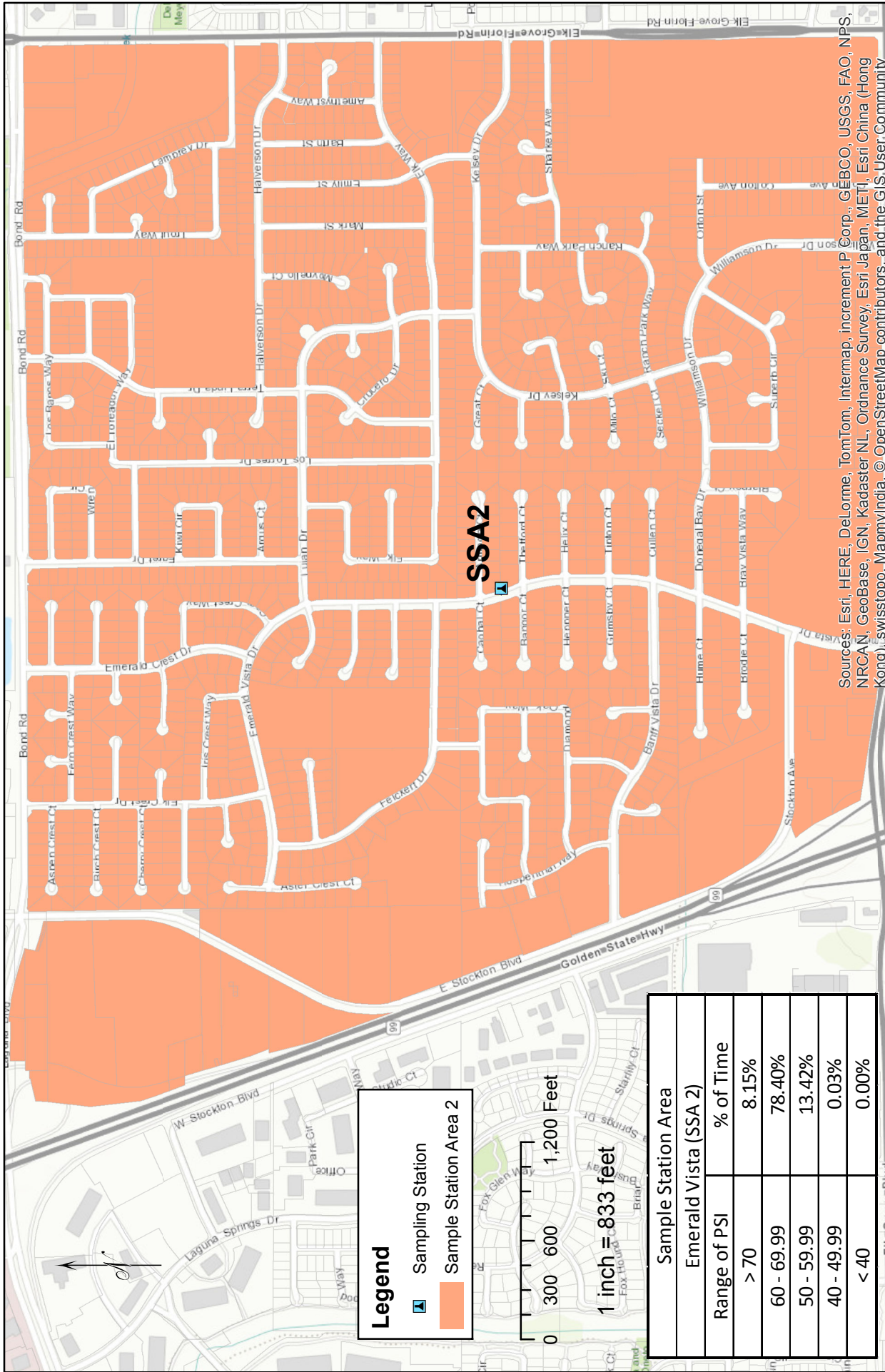
Sources: Esri, HERE, DeLorme, TomTom, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swissltopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

Elk Grove Water District
System Pressure Monitoring



Sample Station #1
 Note: Sample Station takes a reading every 5 minutes.
 October 2018

Projected Coordinate System:
 NAD 83 State Plane CA II FIPS 0402
 Source:EGWD GIS database
 Created by: Travis Franklin
 November 8, 2018





Legend

-  Sampling Station
-  Sample Station Area 2

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

Sample Station Area	Emerald Vista (SSA 2)
Range of PSI	% of Time
> 70	8.15%
60 - 69.99	78.40%
50 - 59.99	13.42%
40 - 49.99	0.03%
< 40	0.00%

Sample Station #2

Note: Sample Station takes a reading every 5 minutes.

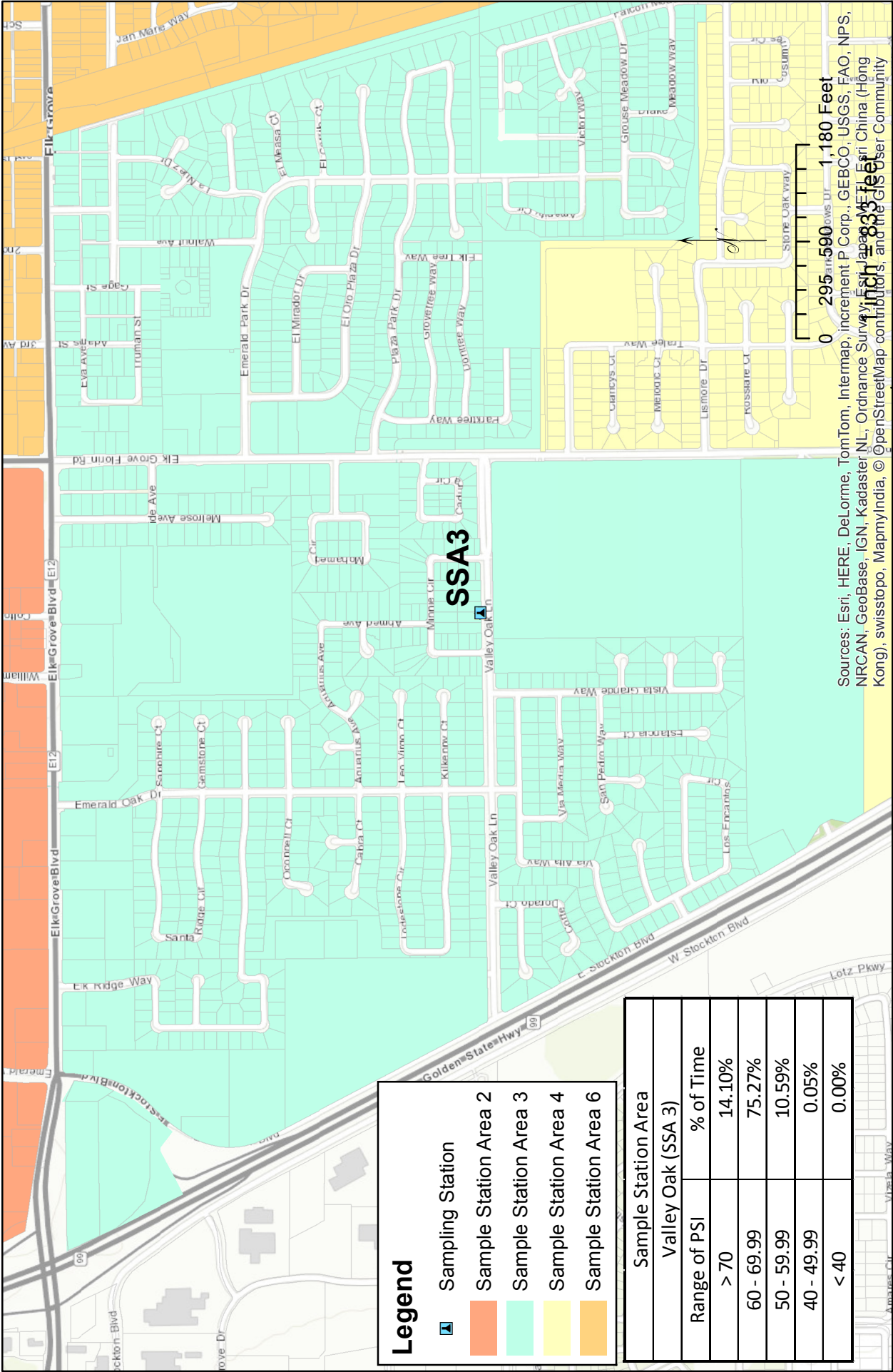
October 2018



Elk Grove Water District
System Pressure Monitoring

Projected Coordinate System:
 NAD 83 State Plane CA II FIPS 0402
 Source: EGWD GIS database
 Created by: Travis Franklin
 November 8, 2018

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



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

Legend

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

Sample Station Area	% of Time
Valley Oak (SSA 3)	
Range of PSI	
> 70	14.10%
60 - 69.99	75.27%
50 - 59.99	10.59%
40 - 49.99	0.05%
< 40	0.00%

Sample Station #3

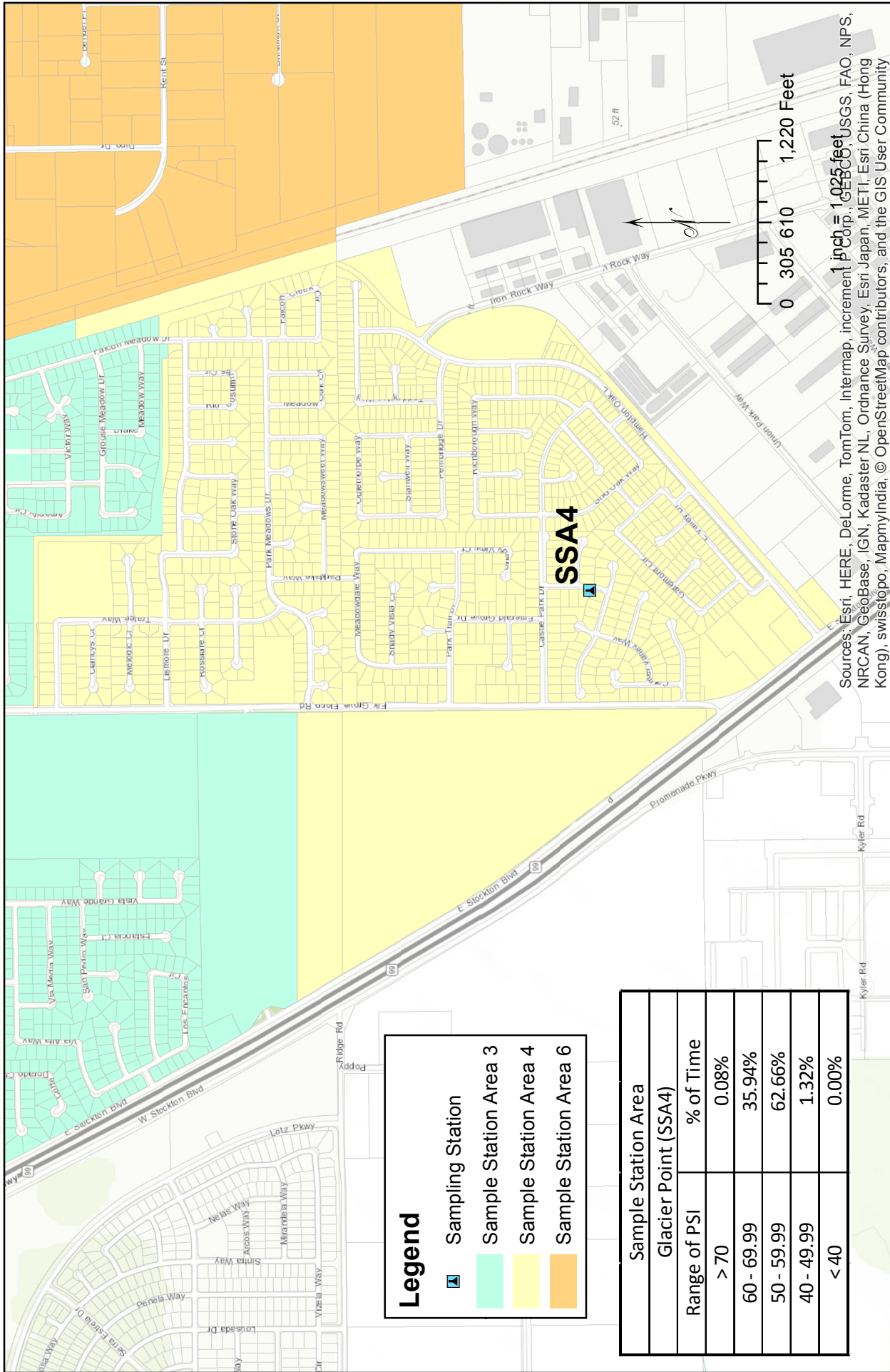
Note: Sample Station takes a reading every 5 minutes.

October 2018



Elk Grove Water District
System Pressure Monitoring

Projected Coordinate System:
NAD 83 State Plane CA II FIPS 0402
Source: EGWD GIS database
Created by: Travis Franklin
November 8, 2018



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

Projected Coordinate System:
 NAD 83 State Plane CA II FIPS 0402
 Source: EGWD GIS database
 Created by: Travis Franklin
 November 8, 2018

Elk Grove Water District

System Pressure Monitoring



Legend

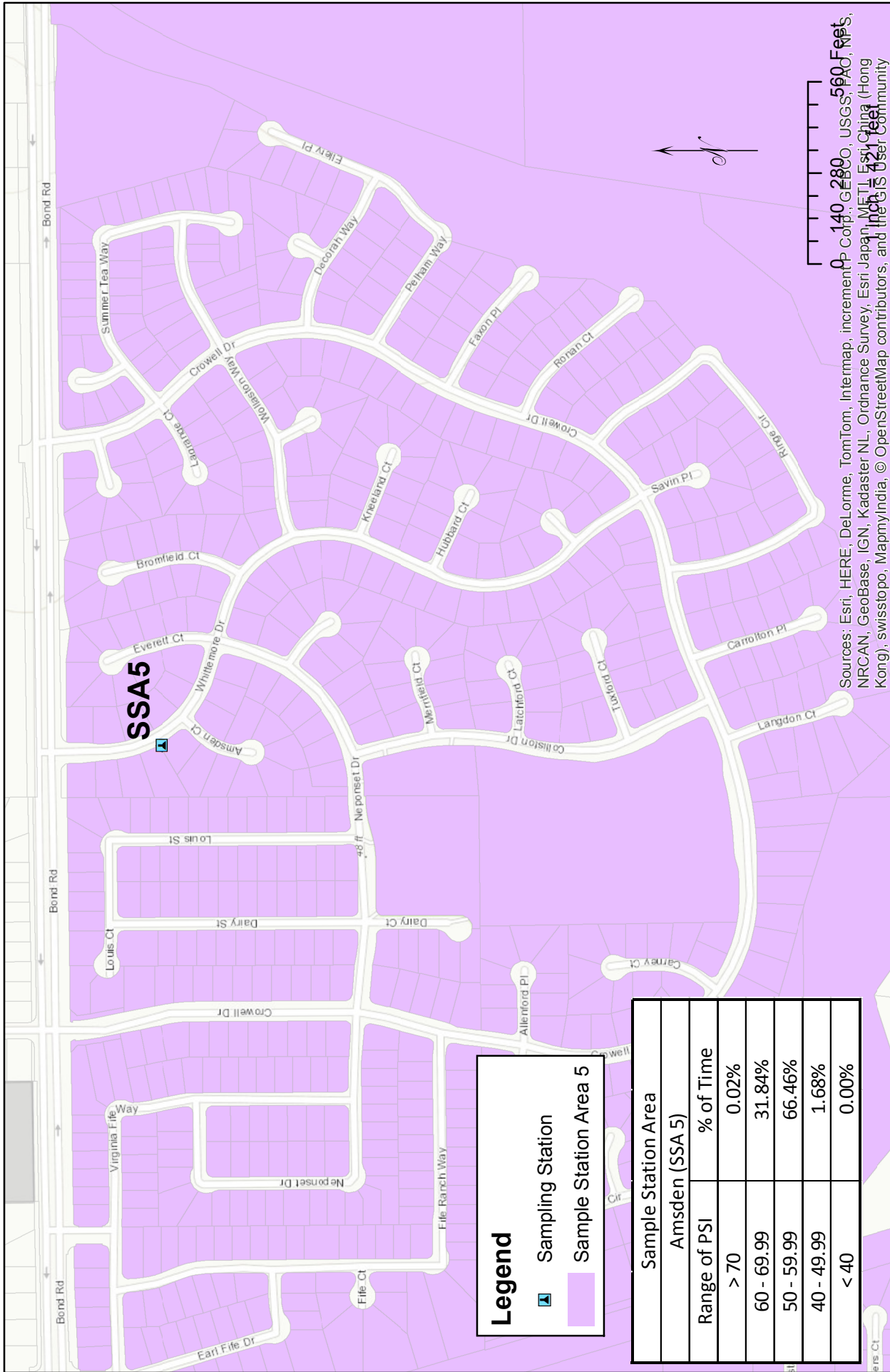
- Sampling Station
- Sample Station Area 3
- Sample Station Area 4
- Sample Station Area 6

Sample Station Area	Glacier Point (SSA4)
Range of PSI	% of Time
> 70	0.08%
60 - 69.99	35.94%
50 - 59.99	62.66%
40 - 49.99	1.32%
< 40	0.00%

Sample Station #4

Note: Sample Station takes a reading every 5 minutes.

October 2018



Legend

- Sampling Station
- Sample Station Area 5

Sample Station Area	Amsden (SSA 5)	% of Time
Range of PSI		
> 70	0.02%	
60 - 69.99	31.84%	
50 - 59.99	66.46%	
40 - 49.99	1.68%	
< 40	0.00%	



Elk Grove Water District

System Pressure Monitoring

Sample Station #5

Notes: Sample Station takes a reading every 5 minutes.

October 2018

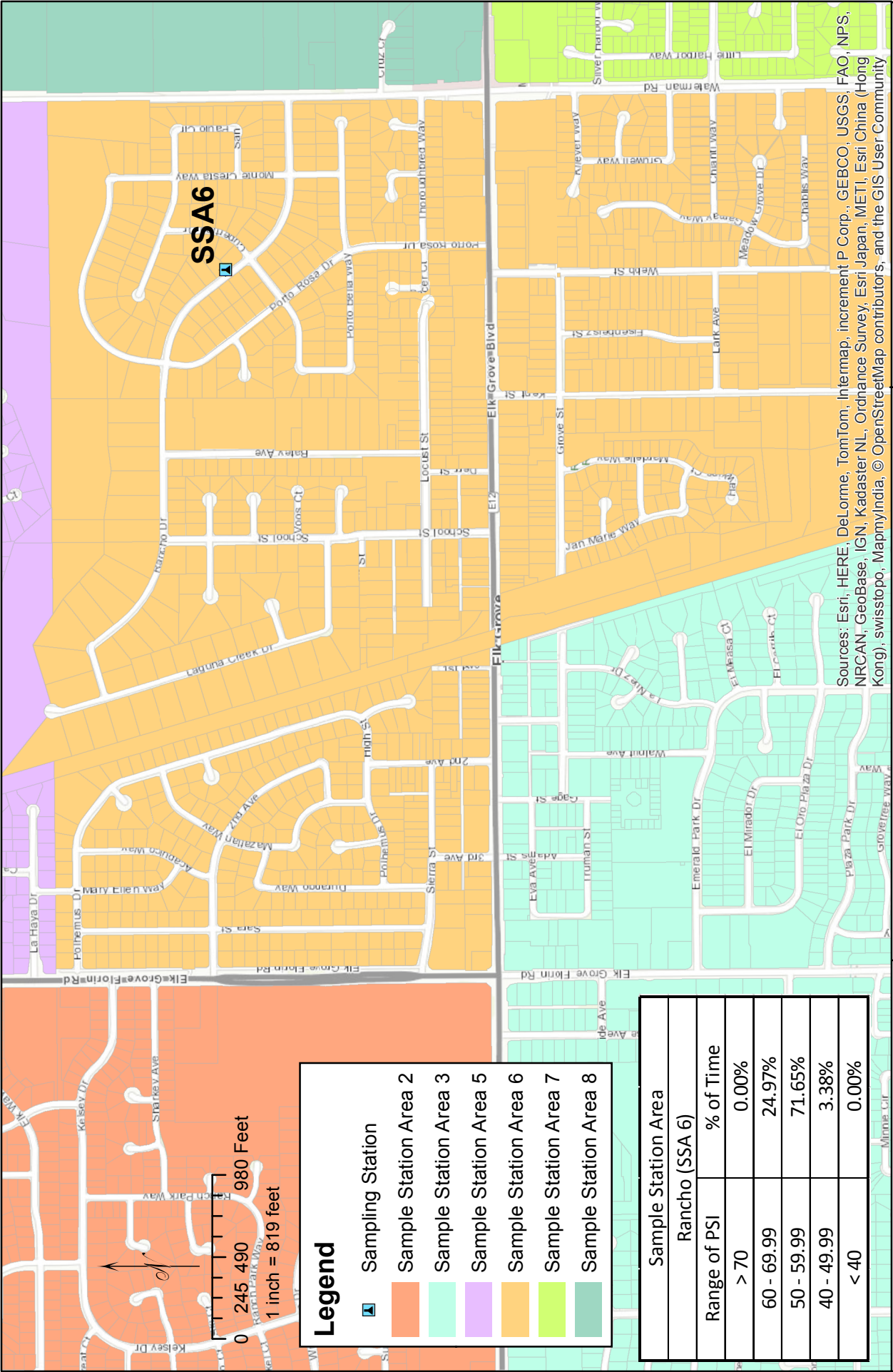
Projected Coordinate System:
 NAD 83 State Plane CA II FIPS 0402

Source: EGWD GIS database

Created by: Travis Franklin
 November 8, 2018

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

Scale: 1:140,280



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

Legend

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

Sample Station Area	Range of PSI	% of Time
Rancho (SSA 6)	> 70	0.00%
	60 - 69.99	24.97%
	50 - 59.99	71.65%
	40 - 49.99	3.38%
	< 40	0.00%

Sample Station #6

Note: Sample Station takes a reading every 5 minutes.

October 2018



Elk Grove Water District
System Pressure Monitoring

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

Source: EGWD GIS database

Created by: Travis Franklin
November 8, 2018



Legend

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

Sample Station Area	% of Time
Mainline (SSA 7)	
Range of PSI	
> 70	0.00%
60 - 69.99	83.69%
50 - 59.99	16.27%
40 - 49.99	0.03%
< 40	0.00%



Sample Station #7

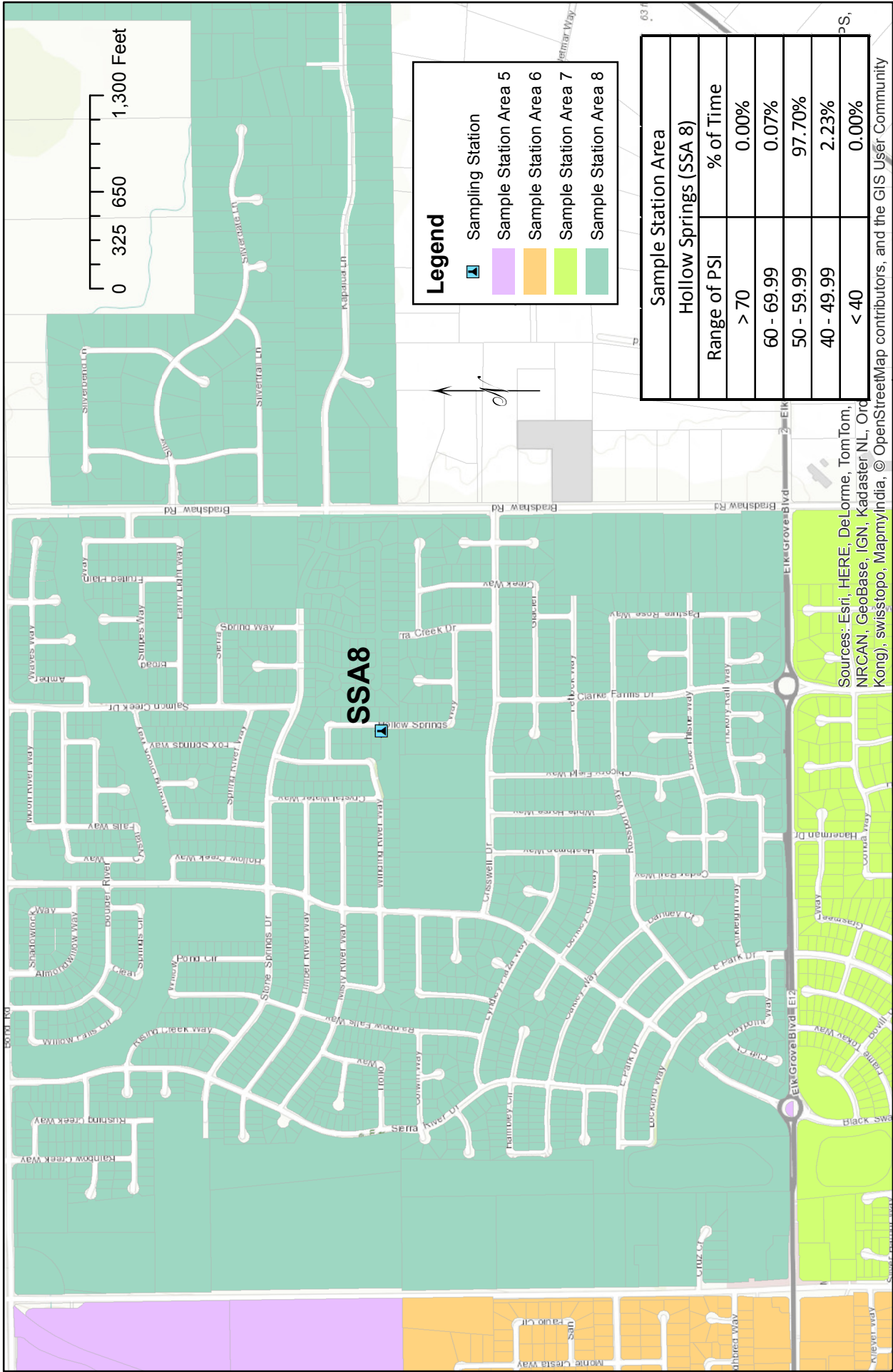
Note: Sample Station takes a reading every 5 minutes.

October 2018

Elk Grove Water District
System Pressure Monitoring

Projected Coordinate System:
NAD 83 State Plane CA II FIPS 0402
Source: EGWD GIS database
Created by: Travis Franklin
November 8, 2018

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



Legend

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

Sample Station Area	Hollow Springs (SSA 8)
Range of PSI	% of Time
> 70	0.00%
60 - 69.99	0.07%
50 - 59.99	97.70%
40 - 49.99	2.23%
< 40	0.00%

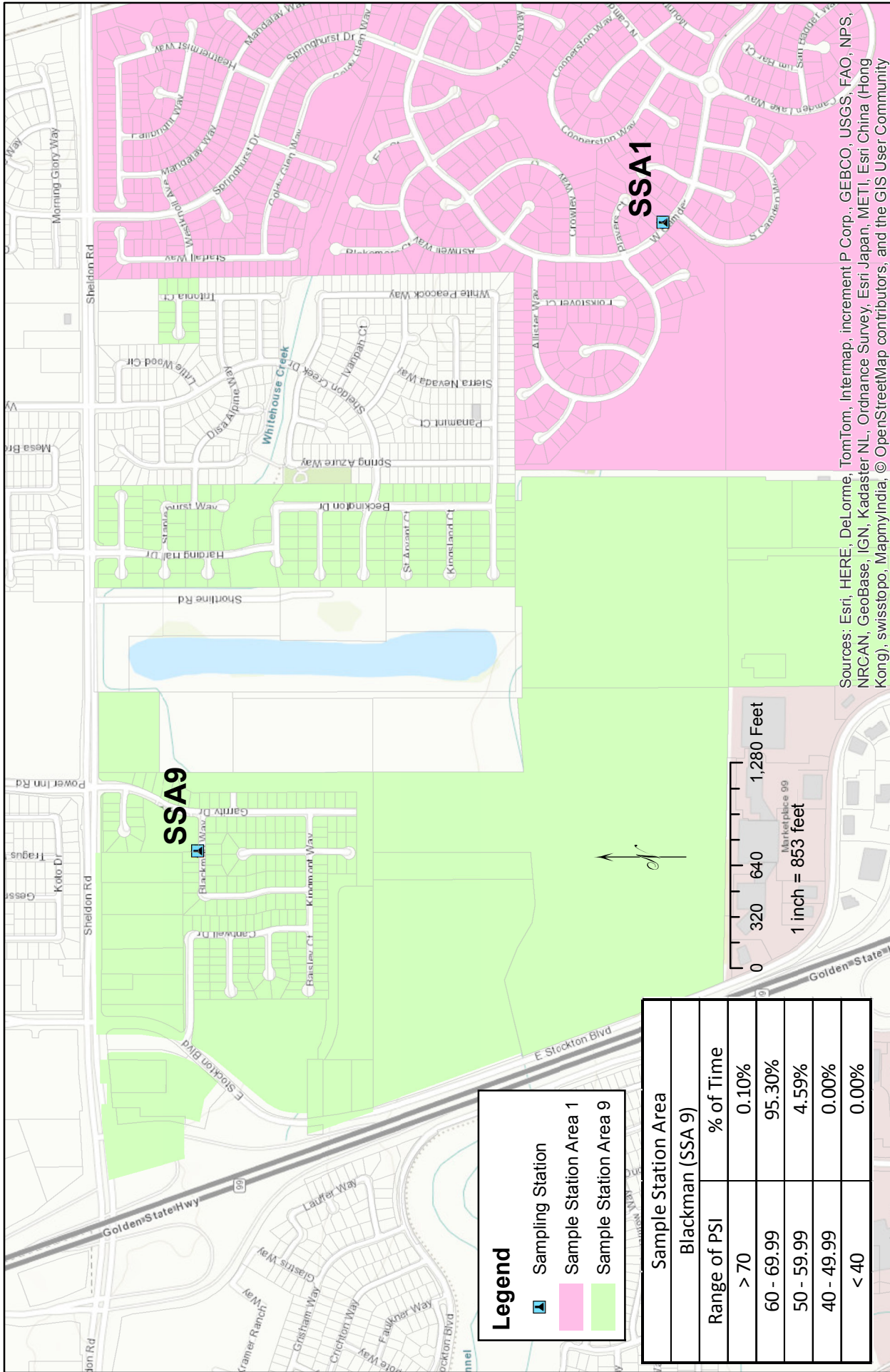
Projected Coordinate System:
 NAD 83 State Plane CA II FIPS 0402
 Source: EGWD GIS database
 Created by: Travis Franklin
 November 8, 2018

Elk Grove Water District
 System Pressure Monitoring



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Sample Station #8
 Note: Sample Station takes a reading every 5 minutes.
 October 2018



Legend

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

Sample Station Area	Blackman (SSA 9)	Range of PSI	% of Time
		> 70	0.10%
		60 - 69.99	95.30%
		50 - 59.99	4.59%
		40 - 49.99	0.00%
		< 40	0.00%

Sample Station #9

Note: Sample Station takes a reading every 5 minutes.

October 2018






Elk Grove Water District
System Pressure Monitoring

Projected coordinate system:
NAD 83 State Plane CA II FIPS 0402
Source: EGWD GIS database
Created by: Travis Franklin
November 8, 2018

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Legend

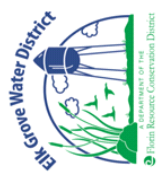
-  Sampling Station
-  Sample Station Area 4
-  Sample Station Area 6
-  Sample Station Area 7
-  Sample Station Area 10

Sample Station Area	
Oreo Ranch (SSA 10)	% of Time
Range of PSI > 70	26.30%
60 - 69.99	73.42%
50 - 59.99	0.28%
40 - 49.99	0.00%
< 40	0.00%

Sample Station #10

Note: Sample Station takes a reading every 5 minutes.

October 2018



Elk Grove Water District
System Pressure Monitoring

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

Source: EGWD GIS database
Created by: Travis Franklin
November 8, 2018

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



1 inch = 833 feet



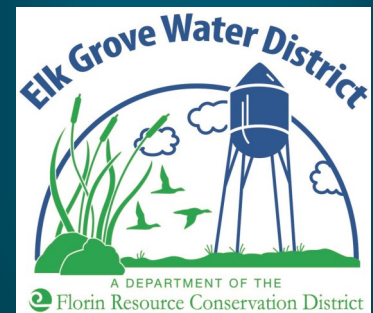
EGWD

OPERATIONS REPORT

November 2018



Elk
Grove
Water
District



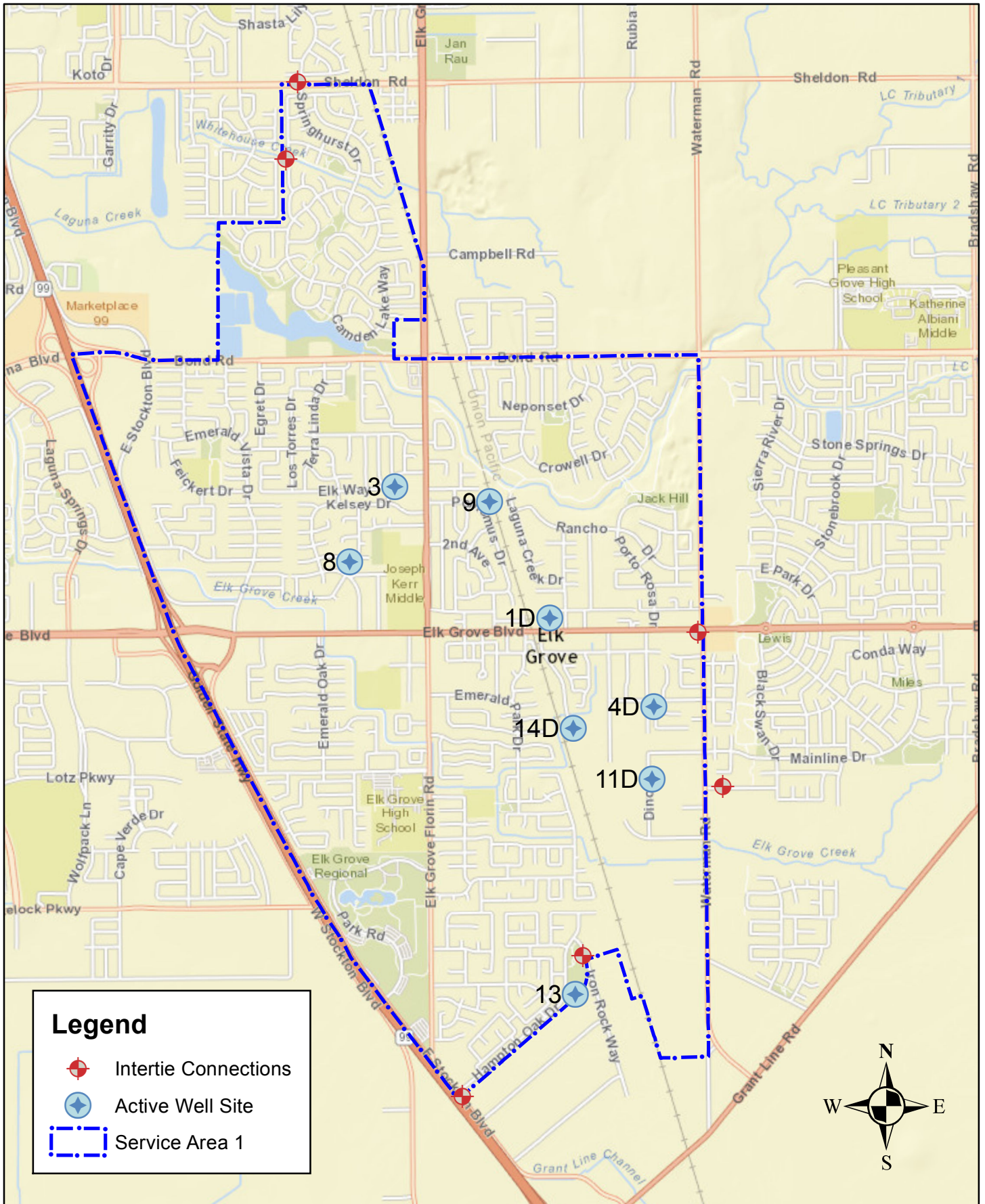
Elk Grove Water District
Operations Report
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Operations Activities Summary

<u>Service Requests:</u>	November-18		YTD (Since Jan. 1, 2018)	
<u>Department</u>	<u>Service Request</u>	<u>Hours</u>	<u>Service Request</u>	<u>Hours</u>
Distribution				
Door Hangers	689	38	6,346	341
Shut offs	57	12	752	192.78
Turn ons	59	2	854	183.10
Investigations	25	10	447	332.73
USA Locates	193	48.25	2,513	628.25
Customer Complaints				
-Pressure	2	1	15	9.25
-Water Quality	1	.75	24	20
-Other	0	0	0	0

<u>Work Orders:</u>	November -18		YTD (Since Jan. 1, 2018)	
<u>Department</u>	<u>Work Orders</u>	<u>Hours</u>	<u>Work Orders</u>	<u>Hours</u>
Treatment:				
Preventative Maint.	24	49.5	240	521
Corrective Maint.	4	27.75	103	529.75
Water Samples	14	46	198	535.5
Distribution:				
Meters Installed	0	0	22	19.75
Meter Change Out	26	25	229	192
Preventative Maint.				
-Hydrant Maintenance (135)	153	40.5	1,764	487
-Valve Exercising (120)	153	30.5	1,578	360
-Other	0	0	0	0
Corrective Maint.				
-Leaks	5	83.25	34	704.5
-Other	11	77	134	825.5
Valve Locates	0	0	4	53
Utility:				
Service Line Replacement	10	327	151	2,672.35
Corrective Maint.	0	0	0	0

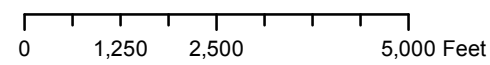


Legend

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



Active Well Sites & Intertie Connections



Elk Grove Water District



Elk Grove Water District

Monthly Production

Well ID School -- Nov. 2018

Selected Month Production
731,240 Gallons

Average GPM:
1,766

Motor:

Volts: 473
 Volts (Rated): 460
 RPM: 1785
 RPM (Rated): 2115
 Amps A: 177
 Amps A (Rated): 222
 Amps B: 177
 Amps B (Rated): 222
 Amps C: 170
 Amps C (Rated): 222

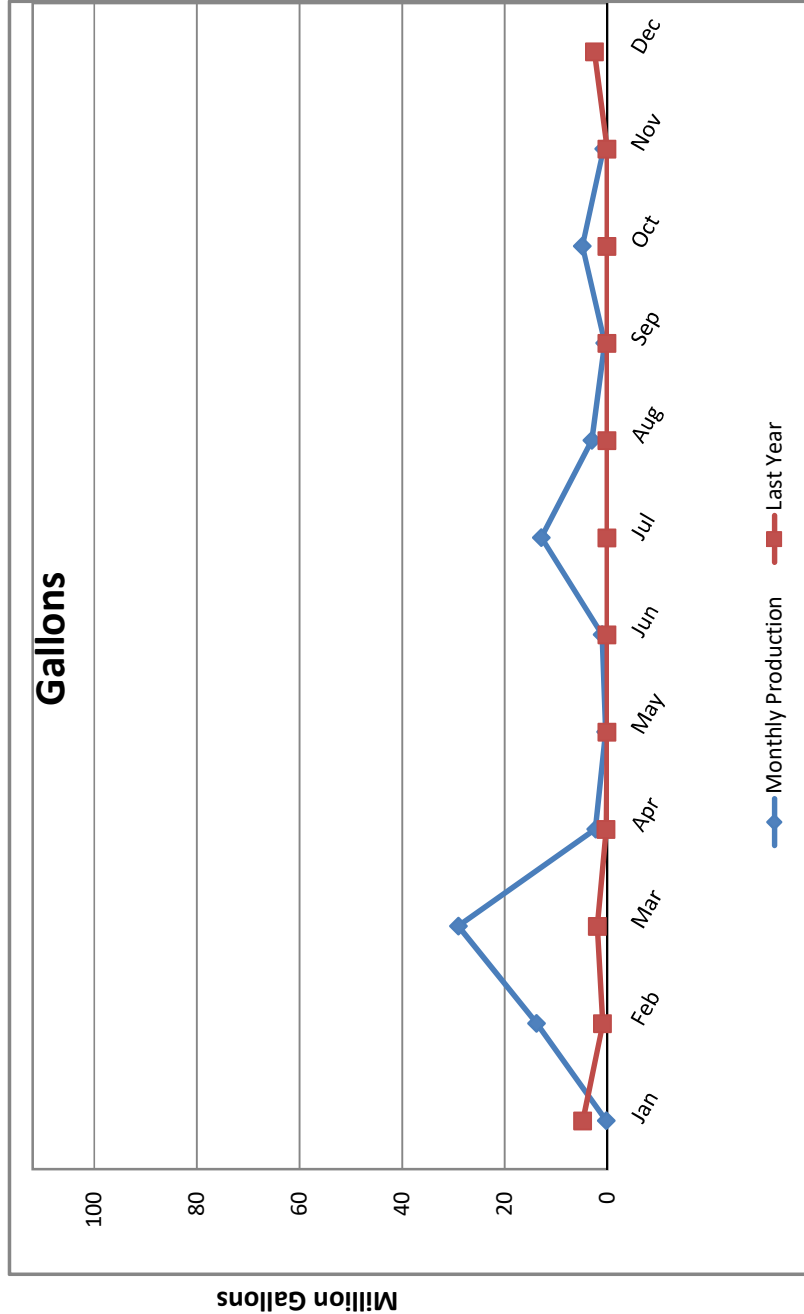
Motor Temp: 114.2 F
 Hour Meter: 6.90
 KW Hour Total: 1,040.00

Chlorine:

Dosing: 1.7 mg/L
 Demand: 0.78 mg/L
 Residual: 0.92 mg/L

Vibration Reading:

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





Elk Grove Water District

Monthly Production

Well 4D Webb -- Nov. 2018

Selected Month Production
10,249,246 Gallons

Average GPM:
1,704

Motor:

Volts: 472
 Volts (Rated): 460
 RPM: 1614
 RPM (Rated): 1775
 Amps A: 189
 Amps A (Rated): 225
 Amps B: 188
 Amps B (Rated): 225
 Amps C: 188
 Amps C (Rated): 225

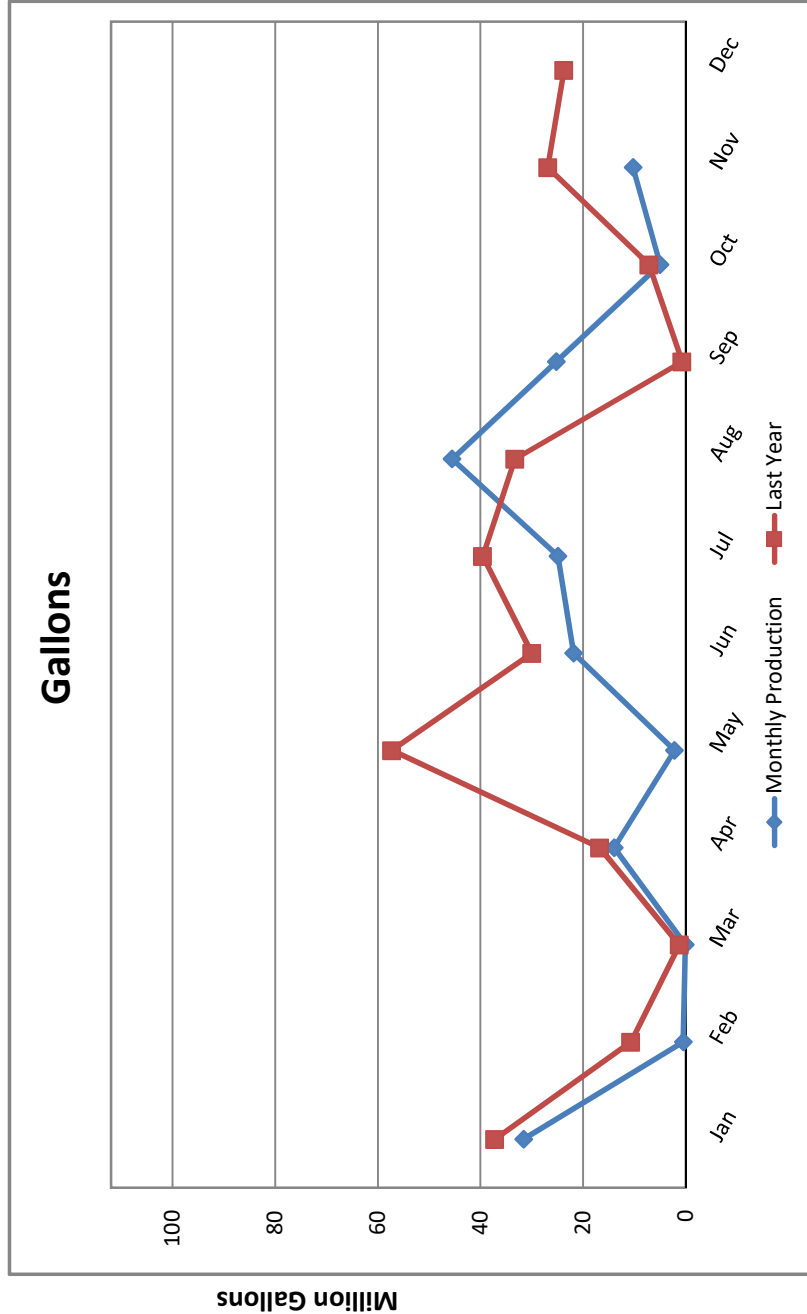
Motor Temp: 127.5 F
 Hour Meter: 100.20
 KW Hour Total: 13,500.00

Chlorine:

Dosing: 1.76 mg/L
 Demand: 0.78 mg/L
 Residual: 0.98 mg/L

Vibration Reading:

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





Elk Grove Water District

Monthly Production

Well 11D Dino -- Nov. 2018

Selected Month Production
2,002,843 Gallons

Average GPM:
1,694

Motor:

Volts: 469
 Volts (Rated): 460
 RPM: 1664
 RPM (Rated): 1775
 Amps A: 187
 Amps A (Rated): 225
 Amps B: 187
 Amps B (Rated): 225
 Amps C: 189
 Amps C (Rated): 225

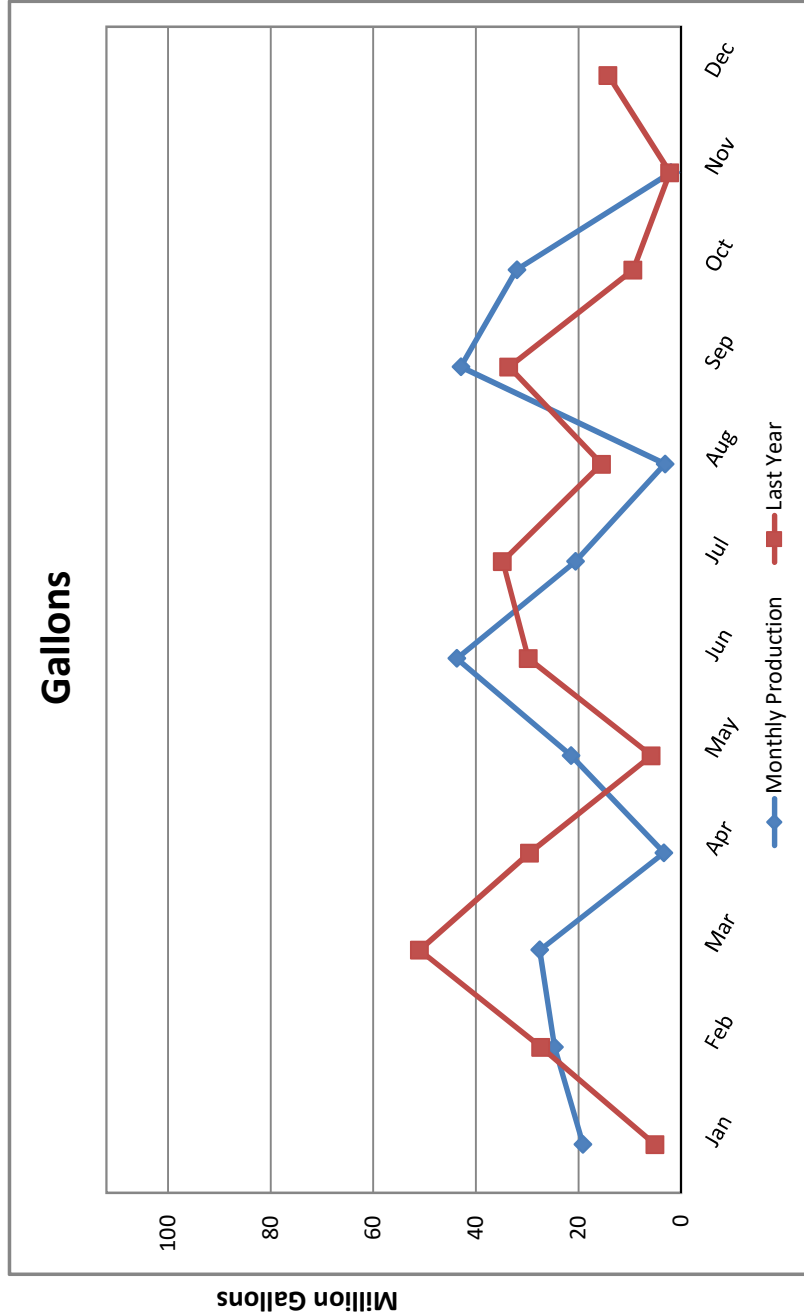
Motor Temp: 111 F
 Hour Meter: 19.70
 KW Hour Total: 4,920.00

Chlorine:

Dosing: 1.74 mg/L
 Demand: 0.67 mg/L
 Residual: 1.07 mg/L

Vibration Reading:

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





Elk Grove Water District

Monthly Production

Well 14D Railroad -- Nov. 2018

Selected Month Production
23,190,554 Gallons

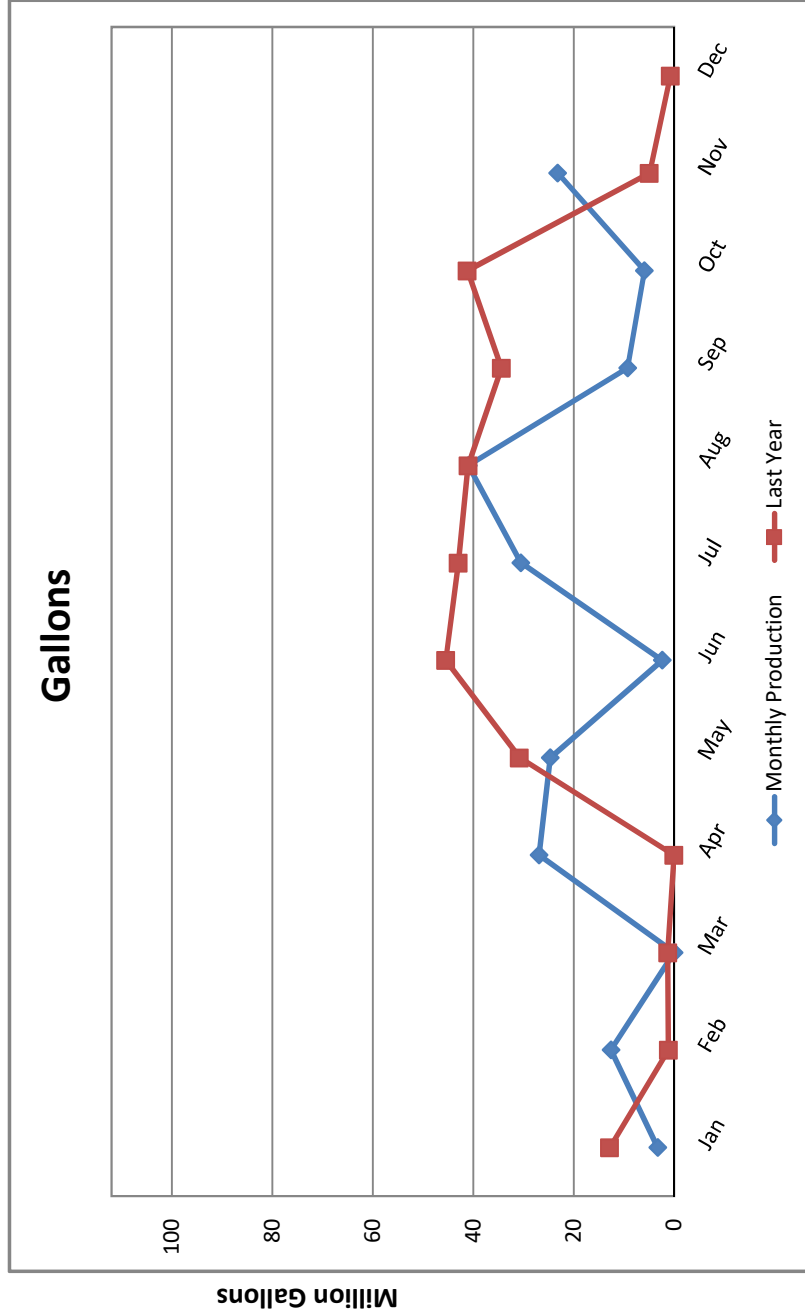
Average GPM:
1,621

Motor:
Volts: 487
Volts (Rated): 460
RPM: 1782
RPM (Rated): 1785
Amps A: 161
Amps A (Rated): 171
Amps B: 162
Amps B (Rated): 171
Amps C: 156
Amps C (Rated): 171

Motor Temp.: 113.5 F
Hour Meter: 238.40
KW Hour Total: 68,000.00
(KWH total is for the entire facility)

Chlorine:
Dosing: 1.83 mg/L
Demand: 0.7 mg/L
Residual: 1.13 mg/L

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





Elk Grove Water District

Monthly Production

Well 3 Mar–Val -- Nov. 2018

Selected Month Production
0 Gallons

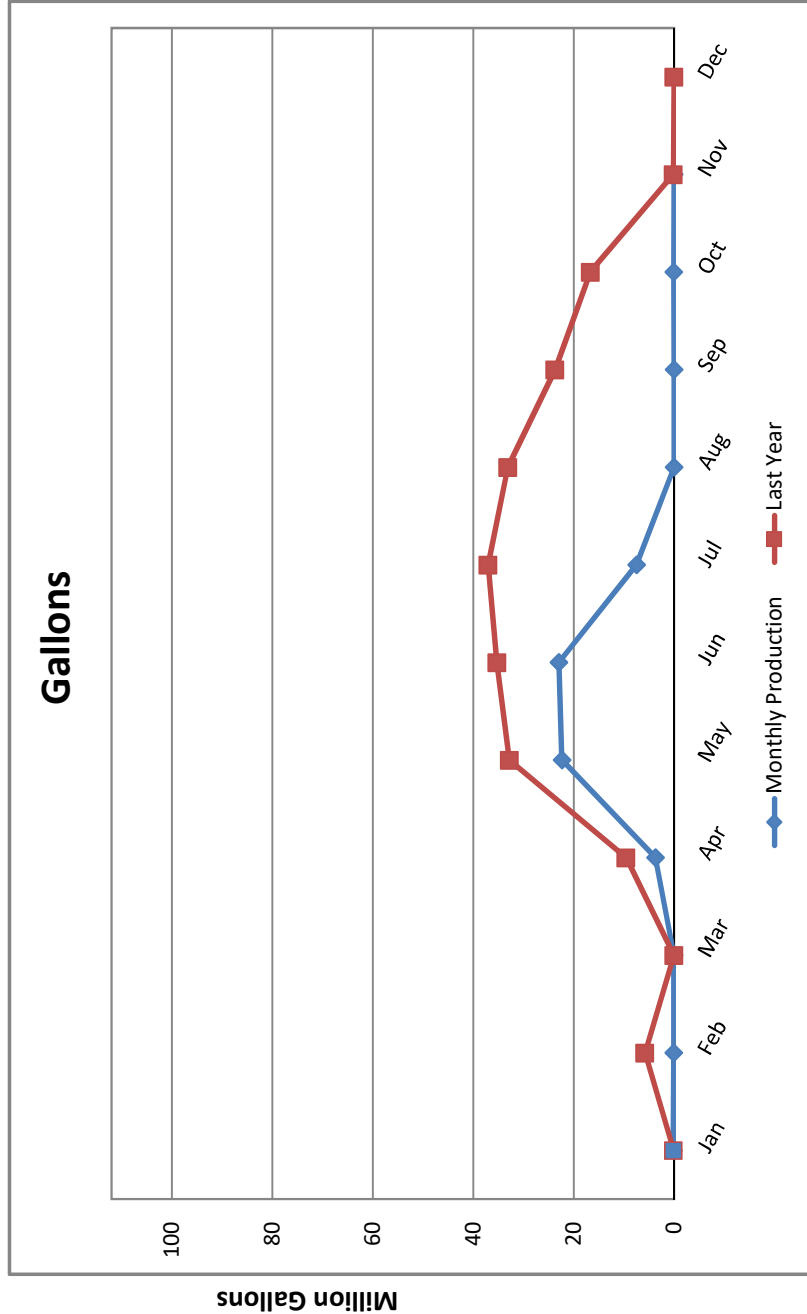
Average GPM: 0

Motor:
Volts: --
Volts (Rated): 460
RPM: --
RPM (Rated): 1983
Amps A: --
Amps A (Rated): 88
Amps B: --
Amps B (Rated): 88
Amps C: --
Amps C (Rated): 88

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

Chlorine:
Dosing: -- mg/L
Demand: -- mg/L
Residual: -- mg/L

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





Elk Grove Water District

Monthly Production

Well 8 Williamson -- Nov. 2018
(Submersible)

Selected Month Production
18,109,779 Gallons

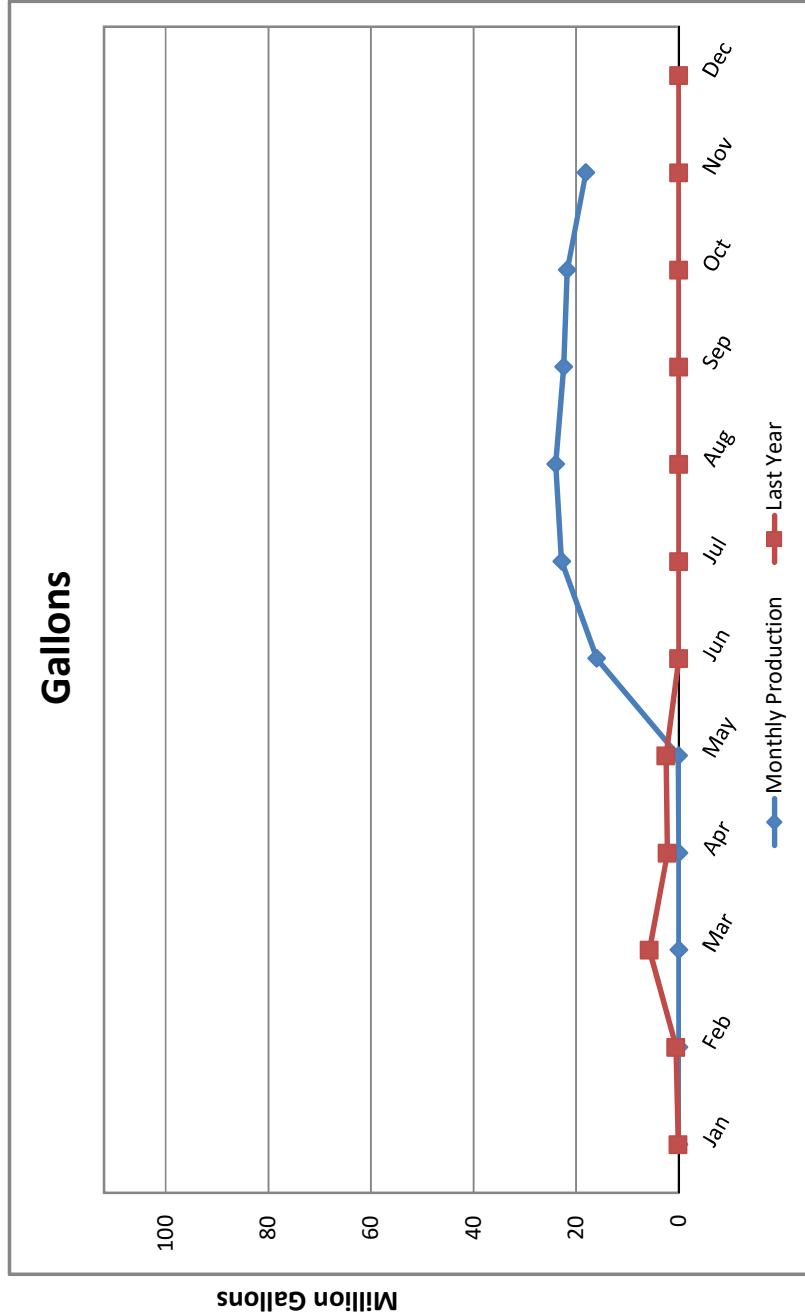
Average GPM: 532

Motor:
Volts: 463
Volts (Rated): 460

Amps A: 60
Amps A (Rated): 65
Amps B: 59
Amps B (Rated): 65
Amps C: 60
Amps C (Rated): 65

Hour Meter: 566.80
KW Hour Total: 22,668.00

Chlorine:
Dosing: 1.34 mg/L
Demand: 0.18 mg/L
Residual: 1.16 mg/L





Elk Grove Water District

Monthly Production

Well 9 Polhemus -- Nov. 2018
(Submersible)

Selected Month Production
19,304,000 Gallons

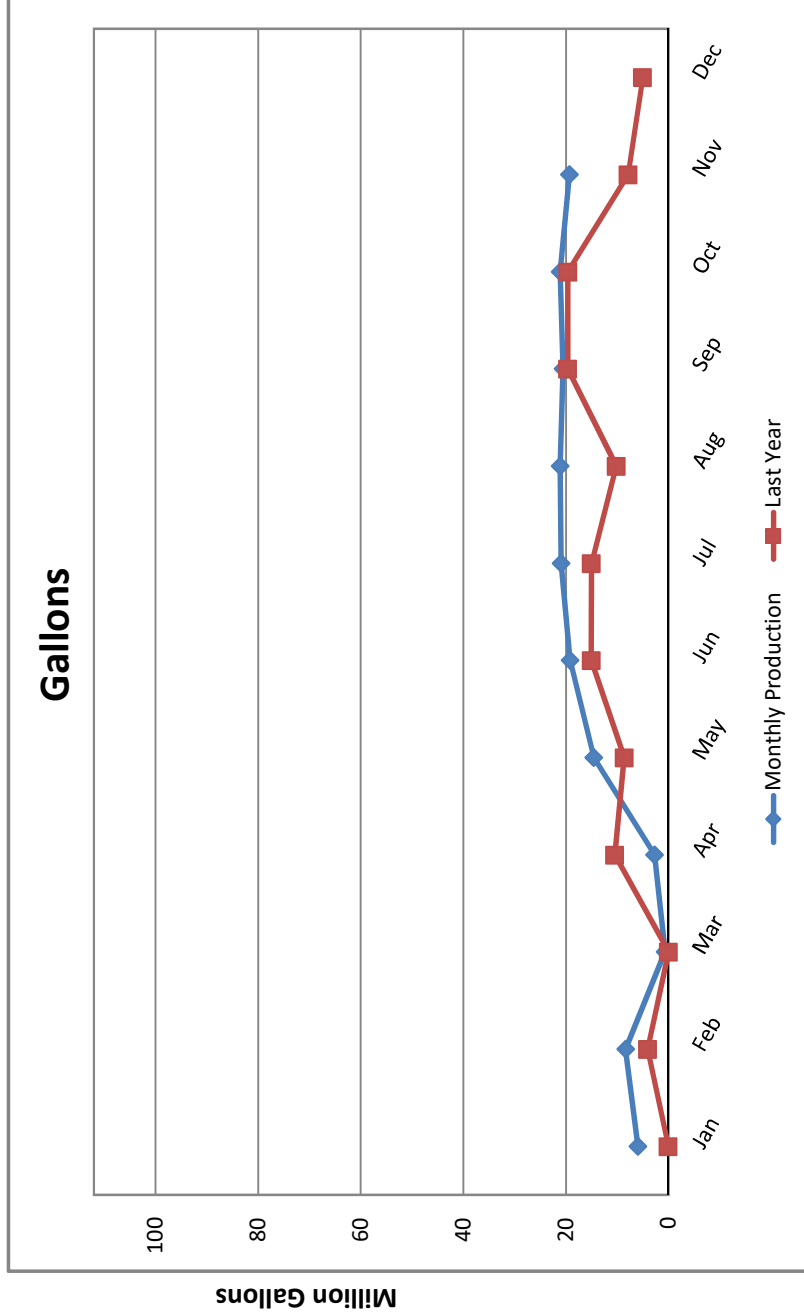
Average GPM: 474

Motor:
Volts: 482
Volts (Rated): 460

Amps A: 58
Amps A (Rated): 65
Amps B: 57
Amps B (Rated): 65
Amps C: 62
Amps C (Rated): 65

Hour Meter: 678.50
KW Hour Total: 27,002.00

Chlorine:
Dosing: 1.37 mg/L
Demand: 0.47 mg/L
Residual: 0.90 mg/L





Elk Grove Water District

Monthly Production

Well 13 Hampton -- Nov. 2018

Selected Month Production
23,703,992 Gallons

Average GPM: 953

Motor:

Volts: 482
 Volts (Rated): 460
 RPM: 1786
 RPM (Rated): 1785
 Amps A: 102
 Amps A (Rated): 141
 Amps B: 103
 Amps B (Rated): 141
 Amps C: 105
 Amps C (Rated): 141

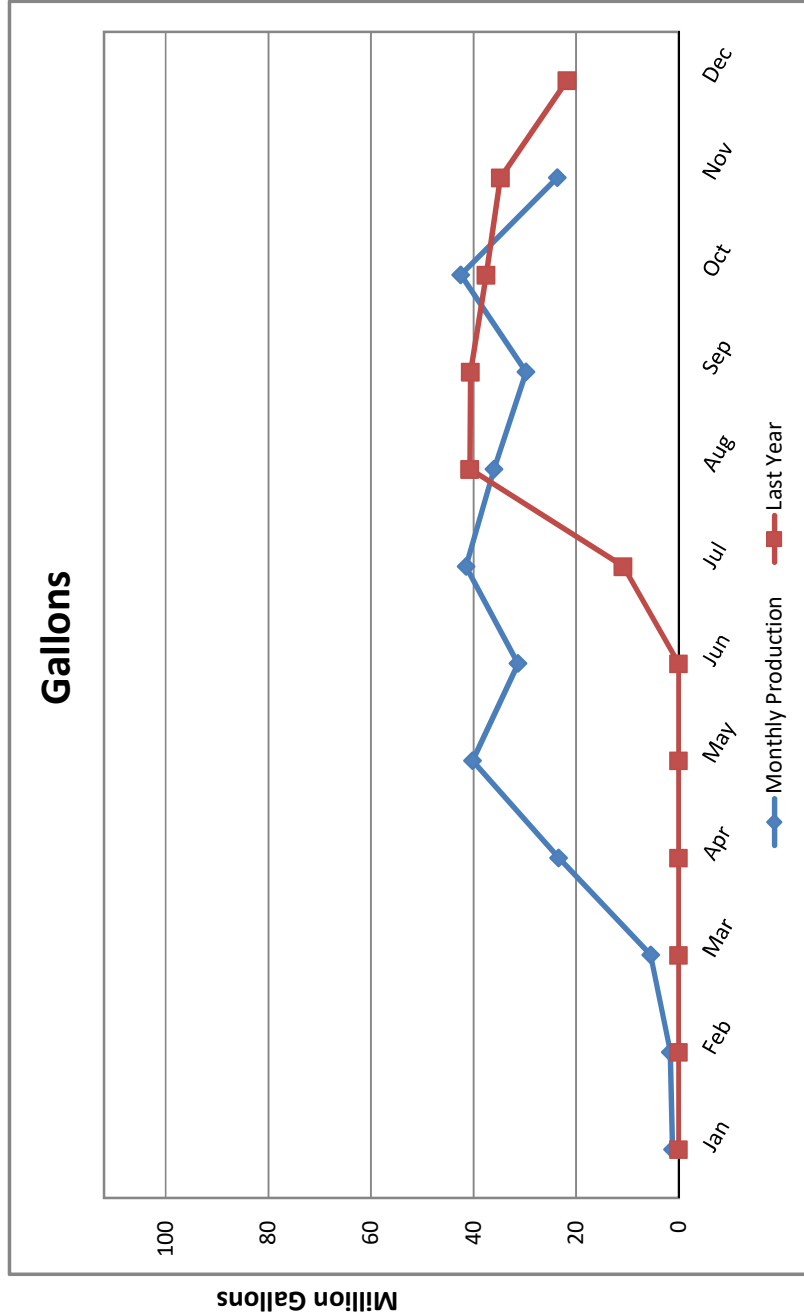
Motor Temp.: 120.3 F
 Hour Meter: 414.40
 KW Hour Total: 30,720.00

Chlorine:

Dosing: 1.54 mg/L
 Demand: 0.51 mg/L
 Residual: 1.03 mg/L

Vibration Reading:

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



Million Gallons



Elk Grove Water District

Combined Total Production

Service Area 1

Nov-2018

Current Month Production:

97,291,654 Gallons

Highest Day Demand of the Month:

4,301,594

Date of Occurrence

5-Nov-18

Highest Day Demand of the Calendar Year:

6,360,982

Date of Occurrence

18-Aug-18

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

Current Month:

2.47 in

Year To Date:

2.51 in

"Water Year" Rainfall: (Oct-17 to Sep-18)

November 2017

2.13 in

Year To Date:

2.28 in

Last Year Total:

15.96 in

Temperature:

This Month High

83 F

This Month Low

31 F

This Month Average

54.05 F

NOV-17 High

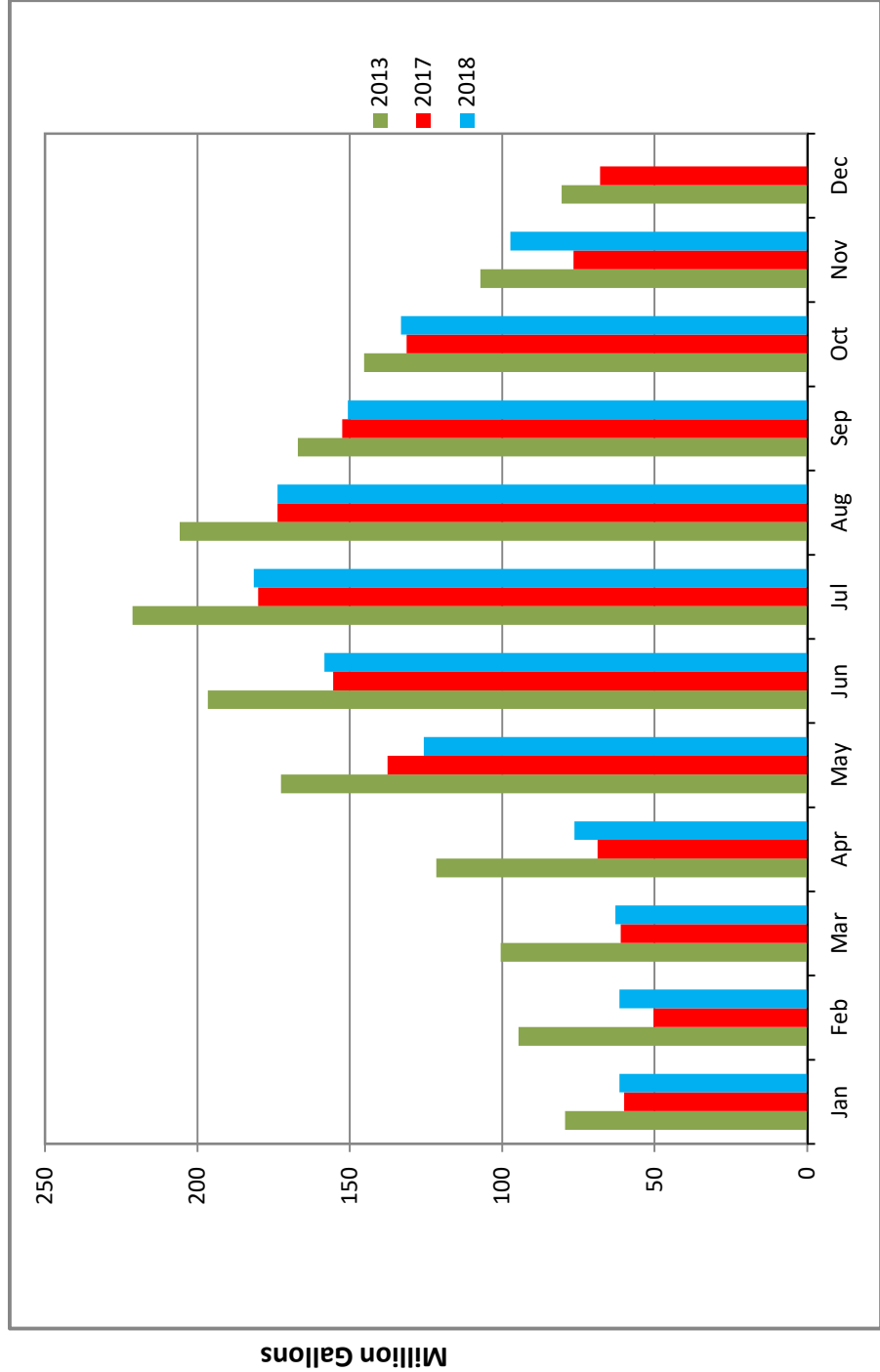
69 F

NOV-17 Low

37 F

NOV-17 Average

54.85 F

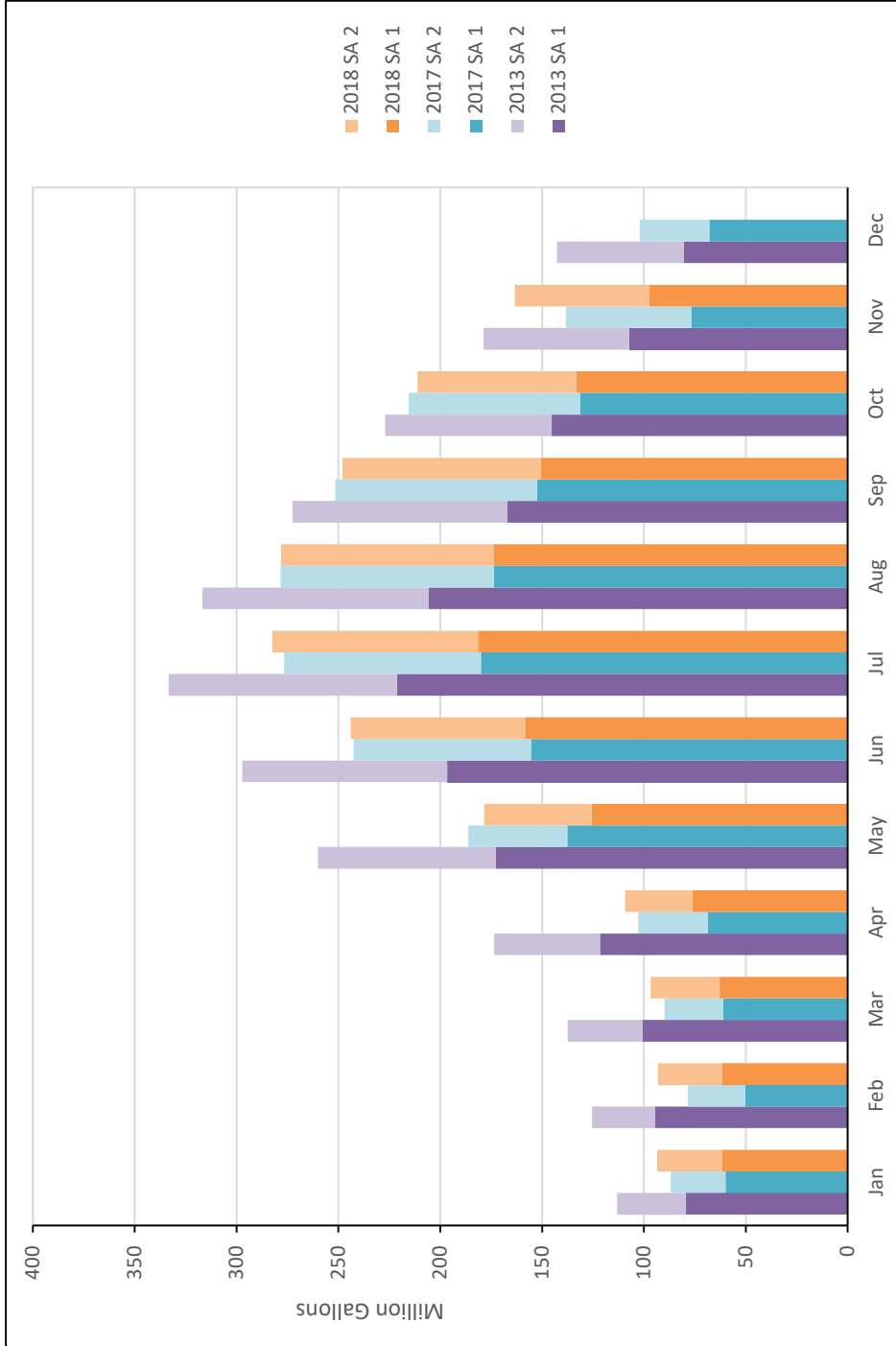




Elk Grove Water District

Total Demand/Production

Nov-2018



Current Month Demand/Production:
163,411,122 Gallons
Reduction From Nov. 2013: 8.55%
GPCD: 121.2 Gallons per Day
R-GPCD: 94.5 Gallons per Day

Service Area 1
Active Connections: 7,943
Current Month Demand/Production:
97,294,654 Gallons
Reduction From Nov. 2013: 9.23%
GPCD: 113.4 Gallons per Day
R-GPCD: 88.5 Gallons per Day

Service Area 2
Active Connections: 4,419
Current Month Demand/Production:
66,116,468 Gallons
Reduction From Nov. 2013: 7.54%
GPCD: 134.7 Gallons per Day
R-GPCD: 105.1 Gallons per Day

2015	January	February	March	April	May	June	July	August	September	October	November	December
GW (SA1)	62,684,574	57,365,413	86,489,437	88,984,850	106,158,389	114,555,359	127,038,586	125,052,315	117,883,208	99,385,733	64,079,715	57,508,787
Purchased (SA2)	28,648,400	30,029,208	36,876,400	51,626,212	52,734,000	62,368,240	71,273,928	75,055,068	70,123,504	63,526,892	46,873,420	34,399,772
Total	91,332,974	87,394,621	123,365,837	140,611,062	158,892,389	176,923,599	198,312,514	200,107,383	188,006,712	162,912,625	110,953,135	91,908,559

2016	January	February	March	April	May	June	July	August	September	October	November	December
GW (SA1)	54,579,679	53,455,693	56,776,025	80,317,655	110,937,338	148,518,660	164,758,463	159,501,571	140,200,584	99,019,629	63,087,762	59,635,559
Purchased (SA2)	27,516,676	26,507,624	27,531,636	34,054,196	51,071,196	75,541,268	96,246,656	93,992,184	86,904,136	75,682,640	37,088,084	28,894,492
Total	82,096,355	79,963,317	84,307,661	114,371,851	162,008,534	224,059,928	261,005,119	253,493,755	227,104,720	174,702,269	100,175,846	88,530,051

2017	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	
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	0
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	0

% Reduction from 2013 8.38% 17.12% 29.72% 37.04% 31.41% 17.92% 15.28% 12.16% 8.96% 6.99% 8.55% 100.00%

*Notes

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

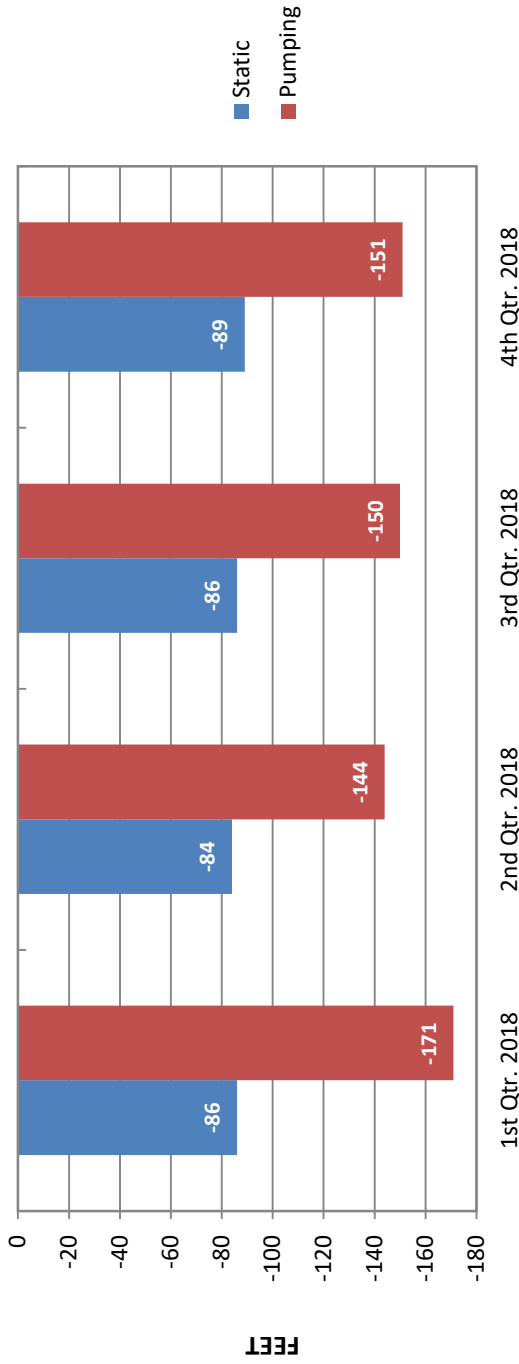
2018	Service Area 2		Consumption	
	# Accts	CCF	CCF	Gallons
Jan	4,408	42,681	42,681	31,925,388
Feb	4,408	42,129	42,129	31,512,492
Mar	4,408	45,160	45,160	33,779,680
Apr	4,408	44,104	44,104	32,989,792
May	4,408	70,445	70,445	52,692,860
Jun	4,408	114,545	114,545	85,679,660
Jul	4,408	135,069	135,069	101,031,612
Aug	4,408	139,649	139,649	104,457,452
Sep	4,409	130,214	130,214	97,400,072
Oct	4,412	104,273	104,273	77,996,204
Nov	4,412	88,391	88,391	66,116,468
Dec				0



Elk Grove Water District

Static and Pumping Levels

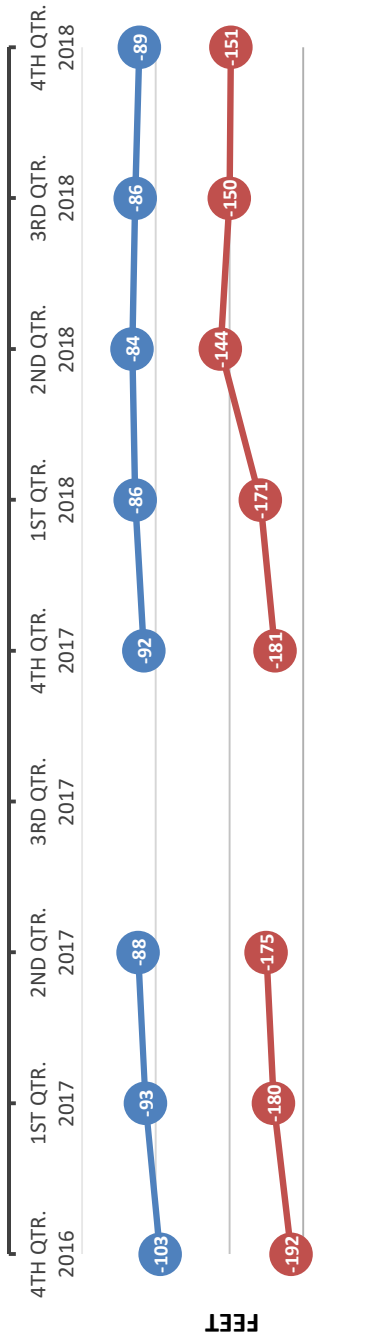
Well 1D School St



Latest Well Sounding

Static: 89 Ft
Pumping: 151 Ft
Drawdown: 62 Ft
GPM: 1,763
Specific Capacity: 28.435

Sounding Quarter/Year



Latest Sand Tester Results:

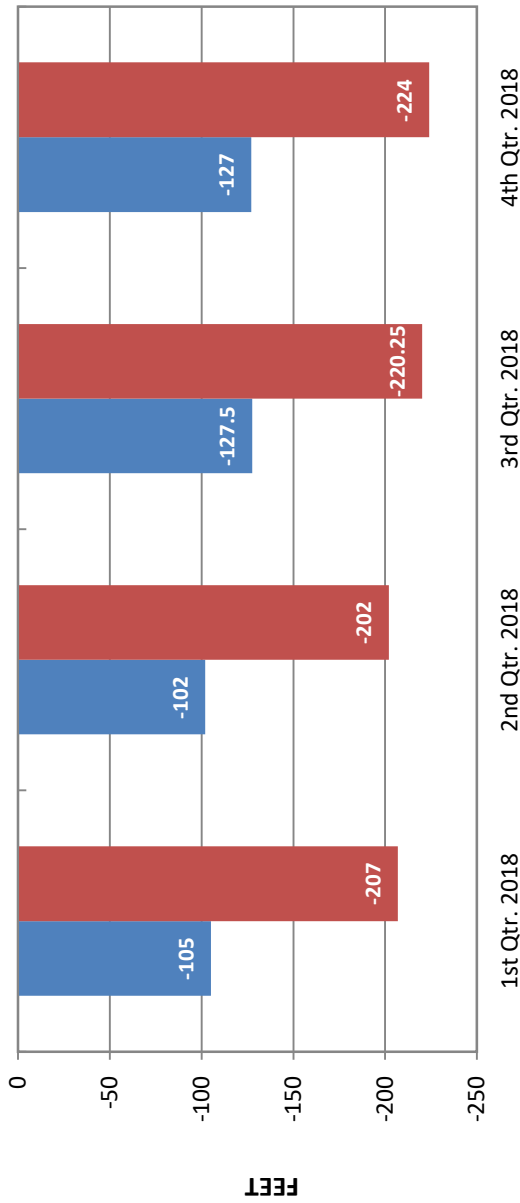
15 Min: < 5 ppm



Elk Grove Water District

Static and Pumping Levels

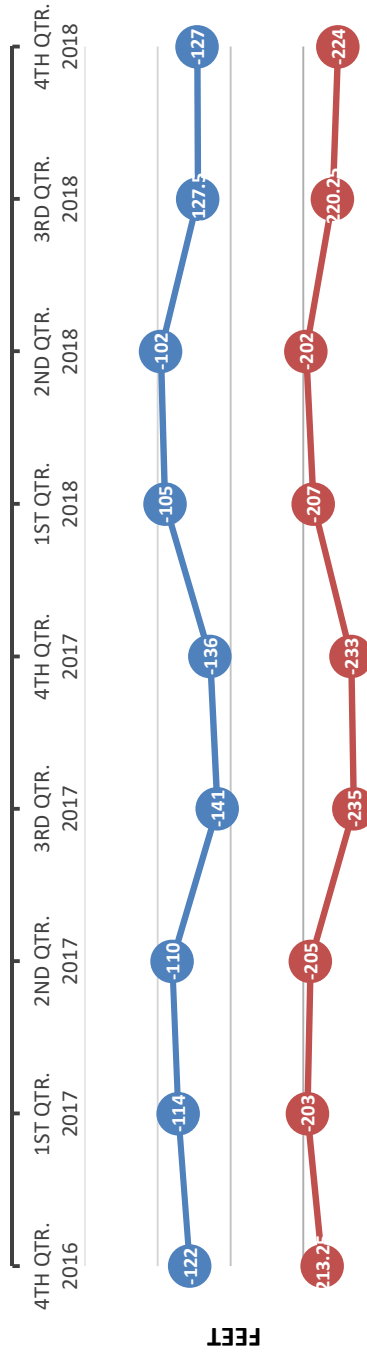
Well 4D Webb St



Latest Well Sounding

Static: 127 Ft
 Pumping: 224 Ft
 Drawdown: 97 Ft
 GPM: 1,615
 Specific Capacity: 16.645

Sounding Quarter/Year



Latest Sand Tester Results:

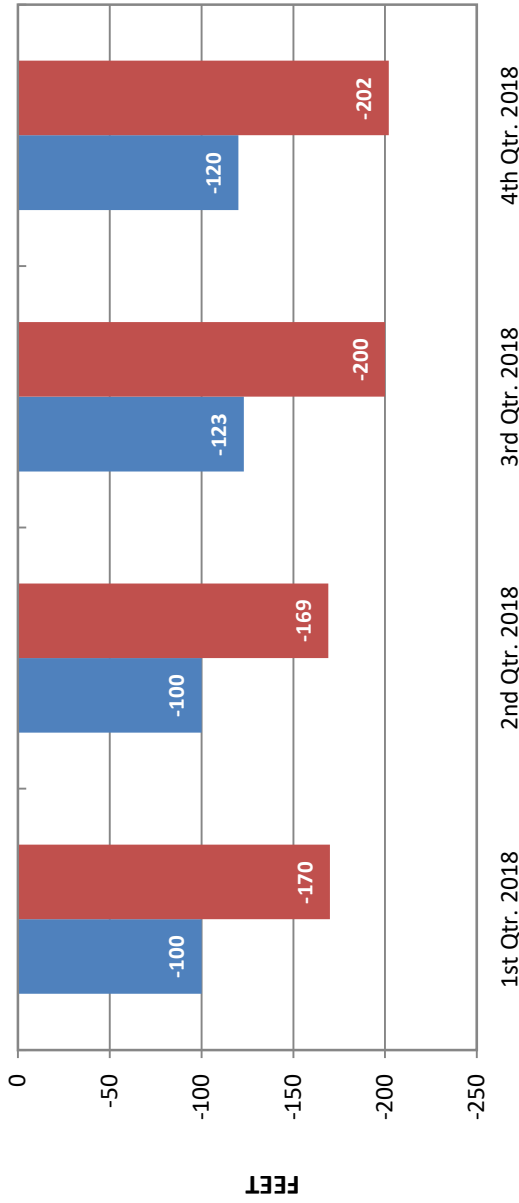
15 Min: < 5 ppm



Elk Grove Water District

Static and Pumping Levels

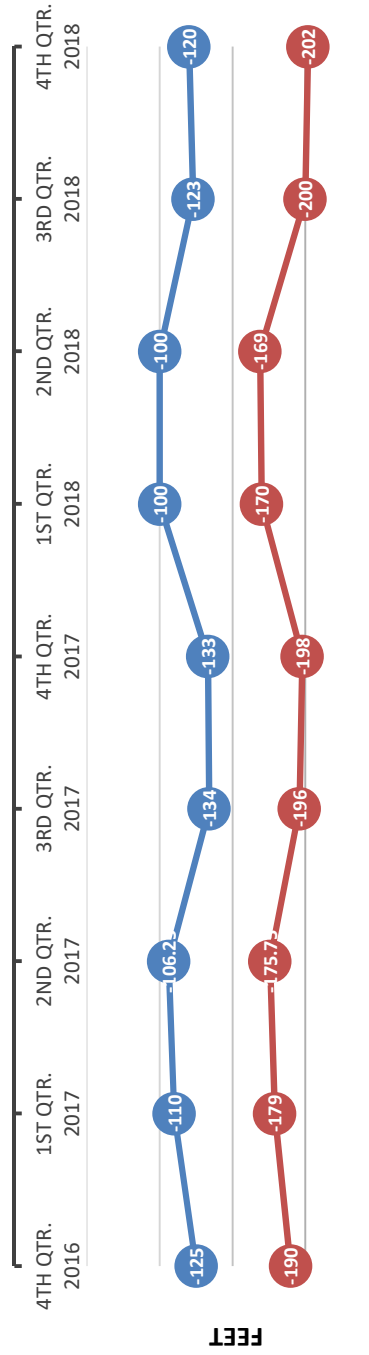
Well 11D Dino



Latest Well Sounding

Static: 120 Ft
Pumping: 202 Ft
Drawdown: 82 Ft
GPM: 1,717
Specific Capacity: 20.939

Sounding Quarter/Year



Latest Sand Tester Results:

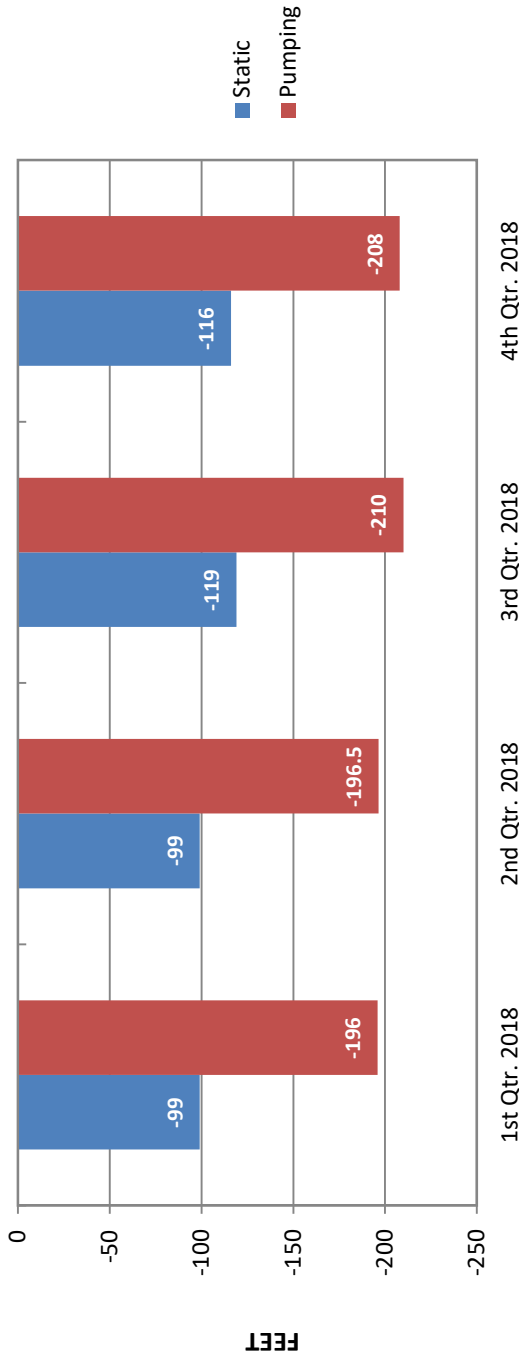
15 Min: < 5 ppm



Elk Grove Water District

Static and Pumping Levels

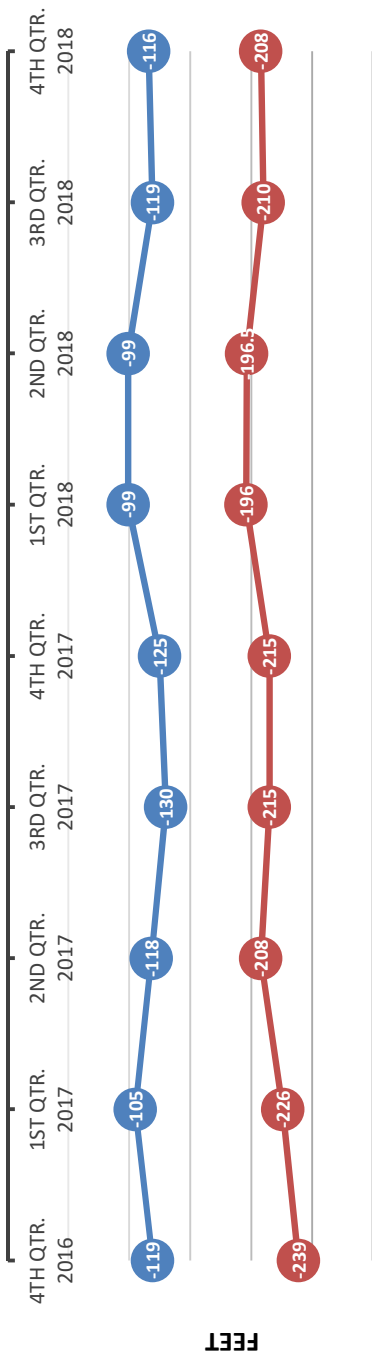
Well 14D Railroad



Latest Well Sounding

Static: 116 Ft
Pumping: 208 Ft
Drawdown: 92 Ft
GPM: 1,600
Specific Capacity: 17.391

Sounding Quarter/Year



Latest Sand Tester Results:

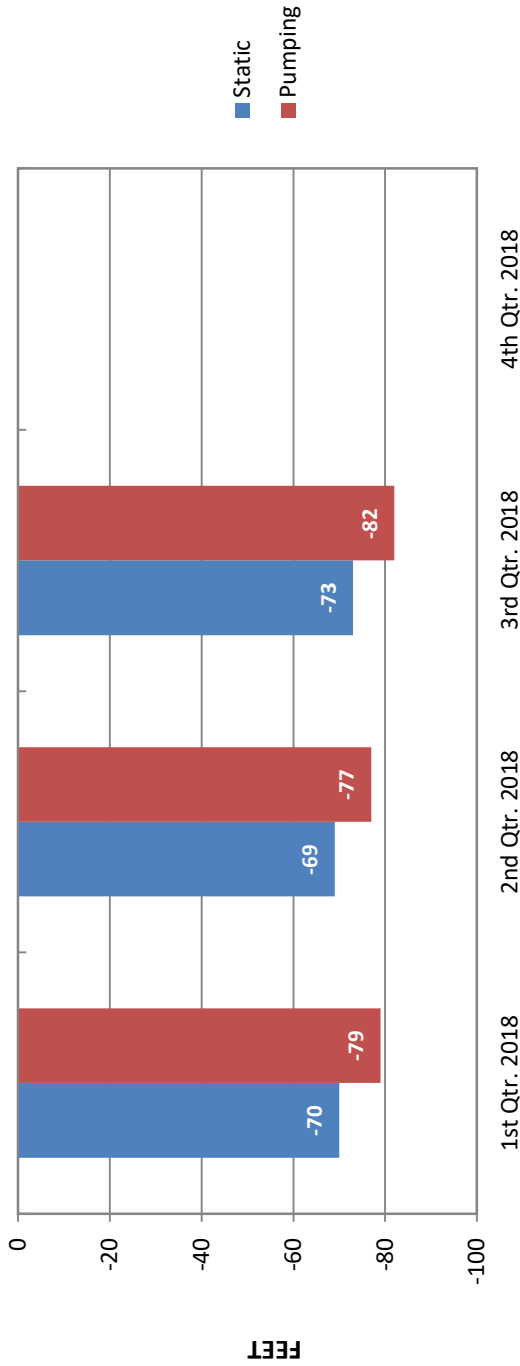
15 Min: < 5 ppm



Elk Grove Water District

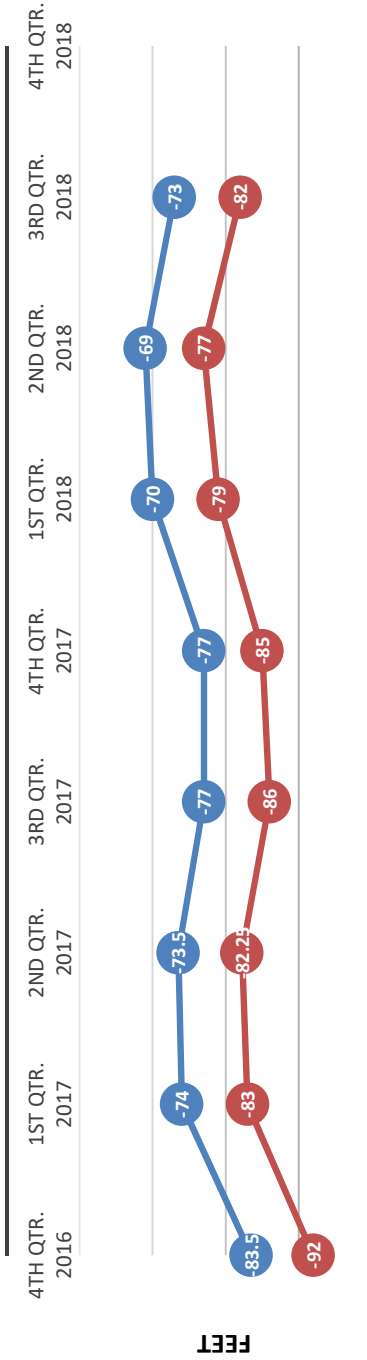
Static and Pumping Levels

Well 3 Mar-Val



Latest Well Sounding

Static: 73 Ft
 Pumping: 82 Ft
 Drawdown: 9 Ft
 GPM: 820
 Specific Capacity: 91.111



Latest Sand Tester Results:

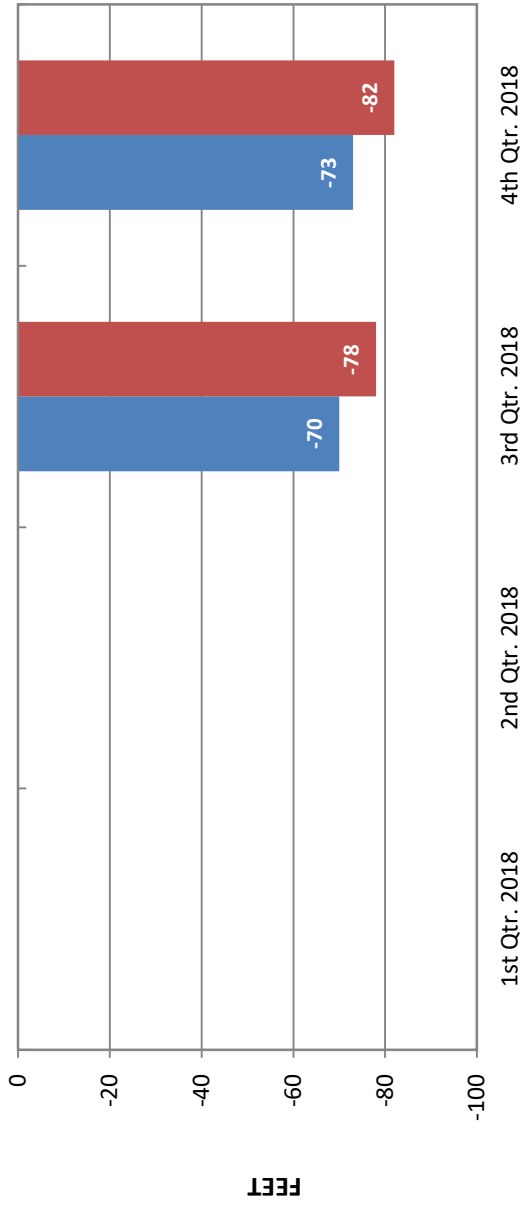
15 Min: 7.044 ppm



Elk Grove Water District

Static and Pumping Levels

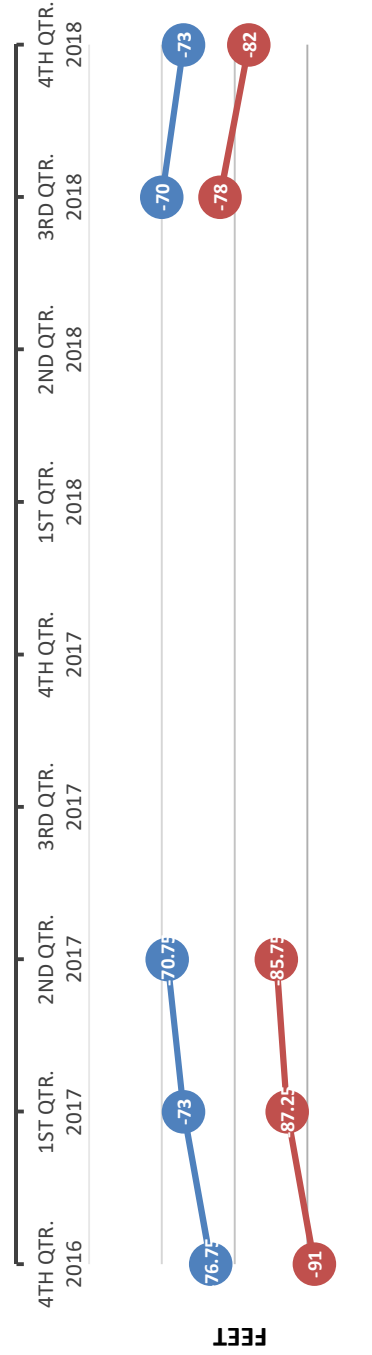
Well 8 Williamson



Latest Well Sounding

Static: 73 Ft
 Pumping: 82 Ft
 Drawdown: 9 Ft
 GPM: 530
 Specific Capacity: 58.889

Sounding Quarter/Year



Latest Sand Tester Results:

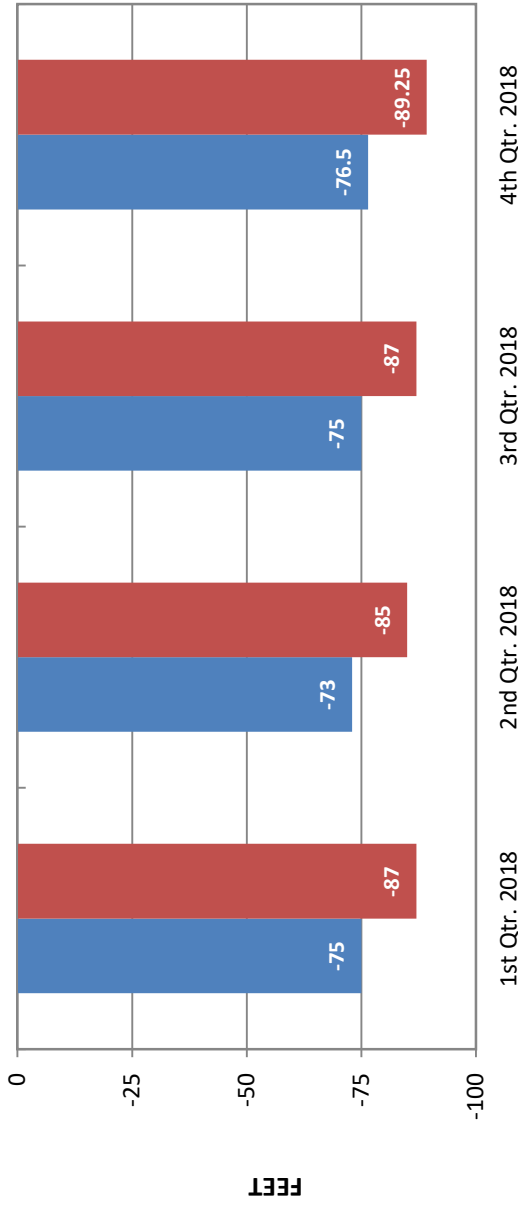
15 Min: < 5 ppm



Elk Grove Water District

Static and Pumping Levels

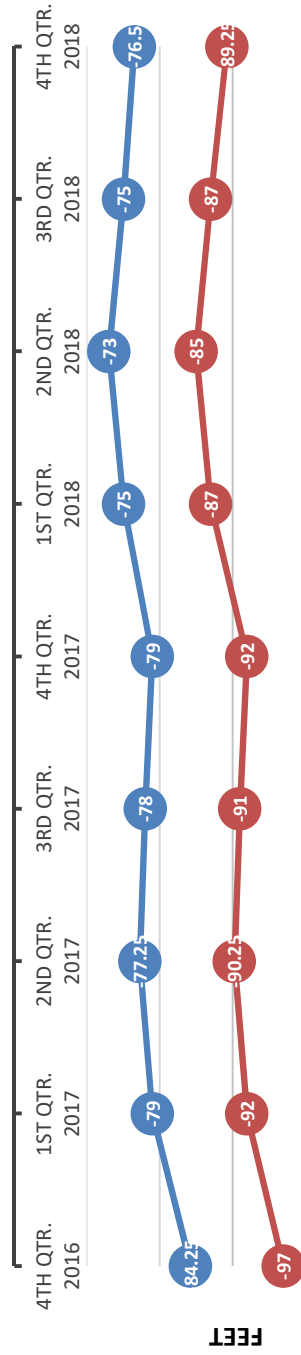
Well 9 Polhemus



Latest Well Sounding

Static: 76.5 Ft
Pumping: 89.25 Ft
Drawdown: 12.75 Ft
GPM: 470
Specific Capacity: 36.863

Sounding Quarter/Year



Latest Sand Tester Results:

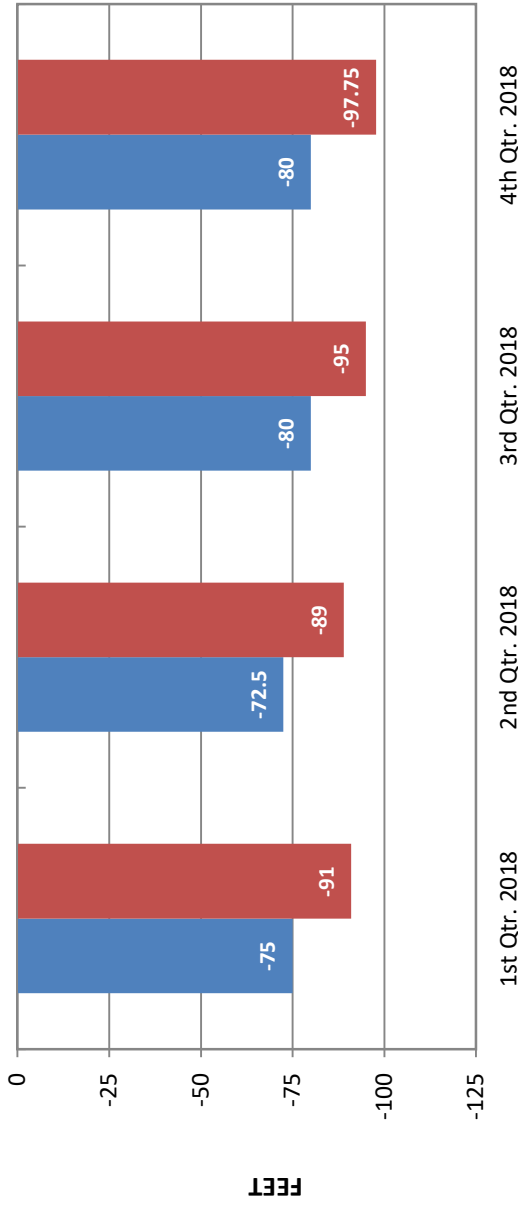
15 Min: < 5 ppm



Elk Grove Water District

Static and Pumping Levels

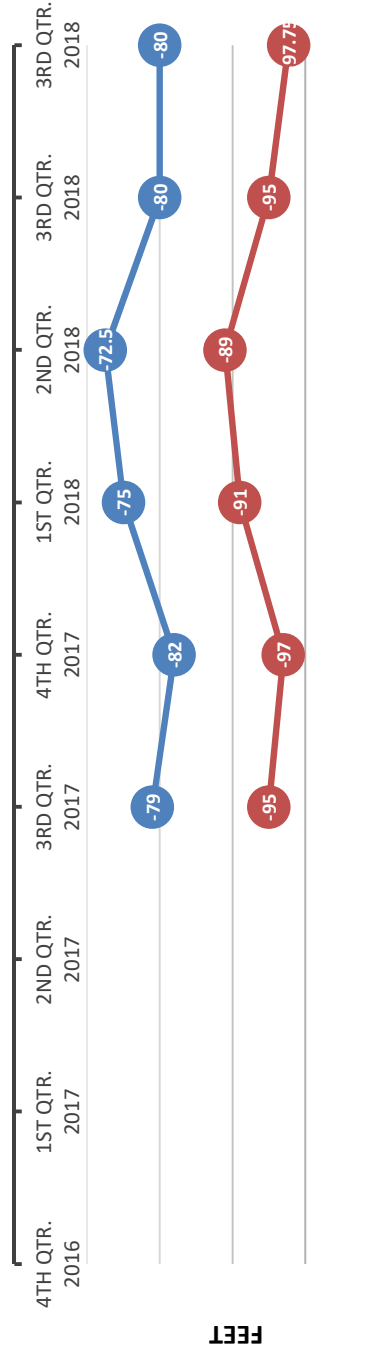
Well 13 Hampton



Latest Well Sounding

Static: 80 Ft
 Pumping: 97.75 Ft
 Drawdown: 17.75 Ft
 GPM: 971
 Specific Capacity: 54.704

Sounding Quarter/Year



Latest Sand Tester Results:

15 Min: < 5 ppm

**Monthly Sample Report - November 2018
Water System: Elk Grove Water System**

Sampling Point: 01 - 8693 W. Camden			
Sample Date	Sample Class	Sample Name	Collection Occurrence
11/5/2018	Distribution System	Bacteriological	Weekly
11/13/2018	Distribution System	Bacteriological	Weekly
11/20/2018	Distribution System	Bacteriological	Weekly
11/27/2018	Distribution System	Bacteriological	Weekly

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

Sampling Point: 02 - 9425 Emerald Vista			
Sample Date	Sample Class	Sample Name	Collection Occurrence
11/5/2018	Distribution System	Bacteriological	Weekly
11/13/2018	Distribution System	Bacteriological	Weekly
11/20/2018	Distribution System	Bacteriological	Weekly
11/27/2018	Distribution System	Bacteriological	Weekly

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

Sampling Point: 03 - 8809 Valley Oak			
Sample Date	Sample Class	Sample Name	Collection Occurrence
11/5/2018	Distribution System	Bacteriological	Weekly
11/13/2018	Distribution System	Bacteriological	Weekly
11/20/2018	Distribution System	Bacteriological	Weekly
11/27/2018	Distribution System	Bacteriological	Weekly

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

Sampling Point: 04 - 10122 Glacier Point		
Sample Date	Sample Class	Collection Occurrence
	Sample Name	Weekly
11/5/2018	Distribution System	Weekly
11/13/2018	Distribution System	Weekly
11/20/2018	Distribution System	Weekly
11/27/2018	Distribution System	Weekly

Sampling Point: 05 - 9230 Amsden Ct.		
Sample Date	Sample Class	Collection Occurrence
	Sample Name	Weekly
11/5/2018	Distribution System	Weekly
11/13/2018	Distribution System	Weekly
11/20/2018	Distribution System	Weekly
11/27/2018	Distribution System	Weekly

Sampling Point: 06 - 9227 Rancho Dr.		
Sample Date	Sample Class	Collection Occurrence
	Sample Name	Weekly
11/5/2018	Distribution System	Weekly
11/13/2018	Distribution System	Weekly
11/20/2018	Distribution System	Weekly
11/27/2018	Distribution System	Weekly

Sampling Point: 07 - Al Gates Park Mainline Dr.		
Sample Date	Sample Class	Collection Occurrence
	Sample Name	Weekly
11/5/2018	Distribution System	Weekly
11/13/2018	Distribution System	Weekly
11/20/2018	Distribution System	Weekly
11/27/2018	Distribution System	Weekly
11/5/2018	Distribution System	Weekly

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

Sampling Point: 08 - 9436 Hollow Springs Wy.			
Sample Date	Sample Class	Sample Name	Collection Occurrence
11/5/2018	Distribution System	Bacteriological	Weekly
11/13/2018	Distribution System	Bacteriological	Weekly
11/20/2018	Distribution System	Bacteriological	Weekly
11/27/2018	Distribution System	Bacteriological	Weekly

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

Sampling Point: 09 - 8417 Blackman Wy.			
Sample Date	Sample Class	Sample Name	Collection Occurrence
11/5/2018	Distribution System	Bacteriological	Weekly
11/13/2018	Distribution System	Bacteriological	Weekly
11/20/2018	Distribution System	Bacteriological	Weekly
11/27/2018	Distribution System	Bacteriological	Weekly

Sampling Point: 10 - 9373 Oreo Ranch Cir.			
Sample Date	Sample Class	Sample Name	Collection Occurrence
11/5/2018	Distribution System	Bacteriological	Weekly
11/13/2018	Distribution System	Bacteriological	Weekly
11/20/2018	Distribution System	Bacteriological	Weekly
11/27/2018	Distribution System	Bacteriological	Weekly

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

Sampling Point: Hampton Well 13 - Raw Water			
Sample Date	Sample Class	Sample Name	Collection Occurrence
11/5/2018	Source Water	Fe, Mn, As, Total	Weekly
11/5/2018	Source Water	Bacteriological	Weekly
11/13/2018	Source Water	Fe, Mn, As, Total	Weekly
11/13/2018	Source Water	Bacteriological	Weekly
11/20/2018	Source Water	Fe, Mn, As, Total	Weekly
11/20/2018	Source Water	Bacteriological	Weekly
11/27/2018	Source Water	Fe, Mn, As, Total	Weekly
11/27/2018	Source Water	Bacteriological	Weekly

Sampling Point: Hampton WTP Effluent			
Sample Date	Sample Class	Sample Name	Collection Occurrence
11/5/2018	Treated Effluent	Fe, Mn, As, Total	Weekly
11/13/2018	Treated Effluent	Fe, Mn, As, Total	Weekly
11/20/2018	Treated Effluent	Fe, Mn, As, Total	Weekly
11/27/2018	Treated Effluent	Fe, Mn, As, Total	Weekly

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

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

Sampling Point: Railroad WTP Effluent			
Sample Date	Sample Class	Sample Name	Collection Occurrence
11/13/2018	Treated Plant Effluent	WTP Eff - Fe,Mn,As,Al Total	Month
11/13/2018	Treated Plant Effluent	WTP Eff - Fe,Mn,As,Al Dissolved	Month

Sampling Point: Railroad WTP Backwash Tank		
Sample Date	Sample Class	Sample Name

Collection Occurrence
BiAnnuau

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

Sample Date	Sample Class	Sample Name	Collection Description
11/5/2018	Distribution System	Bacteriological	Main Line Break 10000 Waterman Rd.
11/5/2018	Distribution System	Bacteriological	Main Line Break Waterman/Brinkman Rd.
11/6/2018	Distribution System	Bacteriological	New Housing Development Milepost Cir.
11/6/2018	Distribution System	Bacteriological	New Housing Development Odyssey Cir
11/6/2018	Distribution System	Bacteriological	New Housing Development Traveler Ct.
11/6/2018	Distribution System	Bacteriological	New Housing Development Legendary Ct
11/6/2018	Distribution System	Bacteriological	New Housing Development Waterman/Wayne Heintz St.
11/6/2018	Distribution System	Bacteriological	New Housing Development Sedgefield Ave. Lot # 15
11/6/2018	Distribution System	Bacteriological	New Housing Development Sedgefield Ave Lot # 22
11/6/2018	Distribution System	Bacteriological	New Housing Development Summerton Cir. Lot # 44
11/6/2018	Distribution System	Bacteriological	New Housing Development Summerton Cir. Lot # 39
11/6/2018	Distribution System	Bacteriological	New Housing Development Ted Kolb Wy. Lot #1
11/6/2018	Distribution System	Bacteriological	New Housing Development Quintero Ave. Lot # 54
11/6/2018	Distribution System	Bacteriological	New Housing Development Ted Kolb Wy. Lot # 14
11/6/2018	Distribution System	Bacteriological	New Housing Development Wyland Dr. Lot # 3
11/6/2018	Distribution System	Bacteriological	New Housing Development Tangelo Cir. Lot # 44
11/6/2018	Distribution System	Bacteriological	New Housing Development Ted Kolb Wy. Lot # 6

New Housing Development Quintero Ave.
 Lot # 58
 New Housing Development Ken Duffy Wy.
 Lot # 40
 New Housing Development Black Swan
 Dr. Lot # 20
 New Housing Development Wyland Dr.
 Lot # 4

Bacteriological
 Bacteriological
 Bacteriological
 Bacteriological

Distribution System
 Distribution System
 Distribution System
 Distribution System

11/6/2018
 11/6/2018
 11/6/2018
 11/6/2018

Yearly Total
 753
 99
 0

Monthly Total
 54
 22

Colors
 Black = Scheduled
 Green = Unscheduled
 Red = Incomplete Sample



December 6, 2018

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

MONTHLY COMPLIANCE REPORT

Enclosed is the Monthly Compliance Report Form from Elk Grove Water District for November 2018.

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

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

STEVE SHAW
WATER TREATMENT SUPERVISOR

COMPLIANCE REPORT FORM

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

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

Month:	November	Year:	2018
---------------	-----------------	--------------	-------------

<input checked="" type="checkbox"/>	Water use/flow meter report	Hampton WTP – 553,855			
		Railroad WTP – 0			
			Date	Time	pH
		Hampton WTP			
		Railroad WTP			

Monitoring results/analytical report

Discharge Rate

Check the statement below that applies to this report:

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

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

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

Other (describe):

Domestic Calculation

Domestic Usage	Number of Employees	Business Days per Month	Allowance (gallons per day)	Gallons
Production	3	16	15	720
Office	4	16	10	640
Drivers/Field	19	16	3	912
Total				2272

Certification Statement

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

SIGNATURE of Authorized Representative:



PRINTED NAME, TITLE:

Steve Shaw Water Treatment Supervisor
 (Name) (Title)

DATE:

12-6-2018



December 6, 2018

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

MONTHLY SUMMARY OF DISTRIBUTION SYSTEM COLIFORM MONITORING

Enclosed is the Monthly Summary of Distribution System Coliform Monitoring report from Elk Grove Water District for November 2018.

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

A handwritten signature in blue ink, appearing to read "Steve Shaw", is written above the printed name.

STEVE SHAW
WATER TREATMENT SUPERVISOR

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

System Name <p style="text-align: center; font-size: 1.2em;">Elk Grove Water District</p>	System Number <p style="text-align: center; font-size: 1.2em;">3410008</p>
Sampling Period <p style="text-align: center; font-size: 1.2em; color: blue;">November</p>	Year <p style="text-align: center; font-size: 1.2em;">2018</p>

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

Signature 	Title <p style="text-align: center; font-size: 1.2em;">Water Treatment Supervisor</p>	Date <p style="text-align: center; font-size: 1.2em; color: blue;">12/6/2018</p>
---------------	------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------

NOTES AND INSTRUCTIONS:

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



December 6, 2018

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

MONTHLY SUMMARY OF THE HAMPTON GROUNDWATER TREATMENT PLANT

Enclosed is the Monthly Summary of the Hampton GWTP report from Elk Grove Water District for November 2018.

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

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

STEVE SHAW
WATER TREATMENT SUPERVISOR

Elk Grove Water District

Hampton GWTP Monthly Report

PWS Number 3410008-013
 GWTP Name Hampton Water Treatment Plant
 Month: November

Date	Meter Reading	Well Production	Backwash Meter	Reclaim Meter	Weekly In-House Monitoring (mg/L) R (Raw) T (Treated) As (ug/L)							
last day	544772747		9690430	541975	Date	Fe, R	Fe, T	Mn, R	Mn, T	As, R	As, T	Weekly Average
1	556178234	1405487	9723053	541975	11/5/2018	0.01	0.023	0.121	0.008	12	2	Inf. pH
2	557517592	1339358	9751965	541975	11/13/2018	0.017	0.015	0.112	0.007	11	2	Week 1: 6.9 to 7.2
3	558935105	1417513	9784609	541975	11/20/2018	0	0.023	0.016	0.01	10	2	Cl2
4	560312053	1376948	9817155	541975	11/27/2018	0	0.033	0.024	0.012	9	< 2	Week 2: 6.9 to 7.2
5	561729264	1417211	9849741	541975								Cl2
6	563091832	1362568	9882309	541975								Week 3: 6.9 to 7.4
7	564375767	1283935	9907668	541975	Total Gallons Sodium Hypochlorite: 252 Gal							Cl2
8	565774844	1399077	9940252	541975	Pounds per day 10.16 Lbs/Day							Week 4: 6.9 to 7.4
9	567180637	1405793	9972808	541975	Dosage (Milligrams Per Liter @ 12.5% Cl) 1.8 mg/L							Cl2
10	568628317	1447680	10005402	541975	Total Gallons Ferric Chloride: 144.9 Gal							Week 5: to
11	569930404	1302087	10037896	541975	Dosage (Milligrams Per Liter @ 38% FeCl) .65mg/L							Cl2
12	571286397	1355993	10070444	541975	Total Gallons Sodium Hydroxide: 195 Gal							
13	572717708	1431311	10106559	541975	Dosage (Gallons Per Hour @ 30% NaOH) 0.48 Gal/Hr							
14	572999123	281415	10113847	541975	Total Gallons Sulfuric Acid : 138.3 Gal							
15	572999123	0	10113847	541975	Dose (Gallons Per Hour @ 93% H2SO4) 0.33 Gal/Hr							
16	572999123	0	10113847	541975	Total Backwashed 553,855 Gal							Total Reclaim 0 Gal
17	572999123	0	10113847	541975	Total Water Pumped 23,703,992 Gal							Total Water Treated 23,703,992 Gal
18	572999123	0	10113847	541975	Reporting Limits/Units							
19	572999123	0	10113847	541975	Iron = 0.100 mg/L							
20	574216418	1217295	10146422	541975	Manganese = 0.010 mg/L							
21	574216418	0	10146422	541975	Arsenic = 1.0 µg/L							
22	574216418	0	10146422	541975	Maximum Contaminant Levels (MCLs)							
23	574216418	0	10146422	541975	Iron (Fe) = 0.300 mg/L (Secondary)							
24	574216418	0	10146422	541975	Manganese (Mn) = 0.050 mg/L (Secondary)							
25	574216418	0	10146422	541975	Arsenic (As) = 10 µg/L (Primary)							
26	574474792	258374	10146422	541975								
27	575752742	1277950	10179063	541975								
28	577141476	1388734	10211735	541975								
29	578476739	1335263	10244285	541975								
30	578476739	1335263	10244285	541975								
31												
Total		23,703,992	553,855	0								

Prepared By: Steve Shaw Date: 12/6/2018



December 6, 2018

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

MONTHLY FLUORIDATION MONITORING REPORT

Enclosed is the Monthly Summary of the Fluoridation Monitoring from Elk Grove Water District for November 2018.

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

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

STEVE SHAW
WATER TREATMENT SUPERVISOR

ELK GROVE WATER DISTRICT AREA 2

DISTRIBUTION SYSTEM

MONTHLY FLUORIDATION MONITORING REPORT

Month / Year November 2018

Week	Location of Sample Taken	Monitoring Results (mg/L)		
		Date	Time	Results
1	Hollow Springs	11/5/2018	11:07 AM	0.62
1	Al Gates Park	11/5/2018	11:22 AM	0.53
1	Oreo Ranch	11/5/2018	11:34 AM	0.7
1	Blackman	11/5/2018	2:32 PM	0.69
2	Hollow Springs	11/13/2018	10:04 AM	0.56
2	Al Gates Park	11/13/2018	10:20 AM	0.57
2	Oreo Ranch	11/13/2018	10:33 AM	0.63
2	Blackman	11/13/2018	11:39 AM	0.64
3	Hollow Springs	11/20/2018	9:23 AM	0.64
3	Al Gates Park	11/20/2018	9:38 AM	0.57
3	Oreo Ranch	11/20/2018	9:51 AM	0.59
3	Blackman	11/20/2018	12:37 PM	0.64
4	Hollow Springs	11/27/2018	9:17 AM	0.65
4	Al Gates Park	11/27/2018	9:32:00 AM	0.58
4	Oreo Ranch	11/27/2018	9:45 AM	0.69
4	Blackman	11/27/2018	10:48 AM	0.6
5	Hollow Springs			
5	Al Gates Park			
5	Oreo Ranch			
5	Blackman			

Monthly fluoride split sample results:

Date: 11/5/2018

Water System Results: 0.53 mg/L

Approved Lab: 0.66 mg/L

Contact Name: Steve Shaw

Telephone : (916) 585-9386

System PWS Number: 3410008

Elk Grove Water District

Preventative Maintenance Program

Groundwater Wells

Monthly													Semi-annual			Annual		
Refer.	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Refer.	1ST 6-MO.	2ND 6-MO.	Refer.	2018	
Well 14D Railroad	Initials	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	Sect: 7.1	AH/WQ	6/20/18	16033	Sect: 7.3	
	Date	1/9/18	2/6/18	4/9/18	5/11/18	6/14/18	7/6/18	8/13/18	9/18/18	10/9/18	11/9/18							
	W.O.#	15483	15581	15673	15779	15900	16142	16264	16345	16542	16607							
Well 4D Webb	Initials	WQ	WQ	AH	WQ	WQ	AH	WQ	WQ	WQ	WQ	WQ	Sect: 8.1	AH/WQ	6/20/18	16034	Sect: 8.3	
	Date	1/4/18	2/27/18	3/9/18	4/9/18	5/23/18	6/13/18	7/9/18	8/13/18	9/17/18	10/2/18	11/8/18						
	W.O.#	15484	15582	15674	15780	15901	16021	16143	16265	16346	16543	16608						
Well 11D Pino	Initials	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	Sect: 9.1	AH/WQ	6/20/18	16035	Sect: 9.3	
	Date	1/2/18	2/13/18	3/7/18	4/3/18	5/16/18	6/13/18	7/10/18	8/27/18	9/19/18	10/1/18	11/14/18						
	W.O.#	15485	15583	15675	15781	15902	16022	16144	16266	16347	16544	16609						
Well 1D School	Initials	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	Sect: 13.1	AH/WQ	6/20/18	16036	Sect: 13.3	
	Date	1/9/18	2/22/18	3/6/18	4/3/18	5/22/18	6/21/18	7/6/18	8/29/18	9/20/18	10/3/18	11/21/18						
	W.O.#	15486	15584	15676	15782	15903	16023	16145	16267	16348	16545	16610						
Well 3 MarVal	Initials	WQ	WQ	AH	WQ	WQ	WQ	WQ	AH	AH	AH	AH	Sect: 12.1	AH/WQ	6/20/18	16037	Sect: 12.4	
	Date	1/11/18	2/16/18	3/9/18	4/10/18	5/11/18	6/7/18	7/3/18	8/31/18	9/24/18	10/4/18	11/5/18						
	W.O.#	15487	15585	15677	15783	15904	16024	16147	16268	16349	16546	16611						
Well 8 Williamson	Initials	AH	AH	AH	AH	AH	WQ	WQ	AH	AH	WQ	WQ	Sect: 11.1	AH/WQ	6/20/18	16037	Sect: 11.4	
	Date						6/25/18	7/2/18	8/31/18	9/24/18	10/4/18	11/5/18						
	W.O.#	15488	15586	15678	15784	15905	16025	16148	16269	16350	16547	16612						
Well 9 Polhemus	Initials	WQ	WQ	AH	WQ	WQ	WQ	WQ	AH	AH	WQ	AH	Sect: TBD	AH/WQ	6/20/18	16038	Sect: TBD	
	Date	1/10/18	2/16/18	3/9/18	4/19/18	5/21/18	6/8/18	7/9/18	8/29/18	9/24/18	10/4/18	11/20/18						
	W.O.#	15489	15587	15679	15785	15906	16026	16146	16270	16351	16548	16613						
Well 13 Hampton	Initials	WQ	WQ	AH	AH	AH	WQ	AH	AH	WQ	WQ	WQ	Sect: TBD	AH/WQ	6/20/18	16038	Sect: TBD	
	Date	1/11/18	2/6/18	3/5/18	4/9/18	5/21/18	6/5/18	7/11/18	8/30/18	9/19/18	10/11/18	11/3/18						
	W.O.#	15490	15588	15680	15786	15907	16027	16149	16271	16352	16549	16614						

Year: 2018

Elk Grove Water District

Preventative Maintenance Program

Rairoad Water Treatment and Storage Facility

Item	Monthly												Quarterly			Semi-annual			Annual						
	Refer.	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	1st	2nd	3rd	4th	1st	2nd	3rd	4th	Refer.	2018		
Cor-Tec System	Initials	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	
	Date	1/25/18	2/6/18	3/5/18	4/11/18	5/8/18	6/28/18	7/18/18	8/27/18	9/26/18	10/15/18	11/20/18		3/13/18	6/28/18	9/28/18		3/13/18	6/28/18	9/28/18		3/13/18	6/28/18	9/28/18	4.4
	W.O. #	15472	15593	15685	15768	15892	16011	16155	16257	16363	16535	16600		15689	15923	16367		15689	15923	16367		15689	15923	16367	
Filter System	Initials	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ
	Date	1/25/18	2/27/18	3/6/18	4/4/18	5/7/18	6/11/18	7/18/18	8/6/18	9/17/18	10/12/15	11/7/18		3/14/18	15708			3/14/18	15708			3/14/18	15708		
	W.O. #	15473	15594	15686	15769	15893	16012	16156	16258	16364	16536	16601		15708				15708				15708			
Backwash System	Initials	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ
	Date	1/18/18	2/21/18	3/5/18	4/12/18	5/16/18	6/12/18	7/18/18	8/20/18	9/24/18	10/15/18	11/13/18		3/14/18	15709			3/14/18	15709			3/14/18	15709		
	W.O. #	15474	15595	15687	15770	15894	16013	16157	16259	16365	16537	16602		15709				15709				15709			
Booster Pumps	Initials	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ
	Date	1/18/18	2/21/18	3/8/18	4/11/18	5/14/18	6/14/18	7/18/18	8/13/18	9/17/18	10/15/18	11/7/18		3/15/18	6/28/18	9/28/18		3/15/18	6/28/18	9/28/18		3/15/18	6/28/18	9/28/18	3.2
	W.O. #	15475	15596	15688	15771	15895	16014	16158	16260	16366	16538	16603		15690	16040	16178		15690	16040	16178		15690	16040	16178	
LAB	Initials	WQ/AH	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ/AH	WQ	WQ	WQ	WQ/AH	WQ	WQ	WQ	WQ	WQ	WQ	WQ
	Date	3/15/18	6/28/18	9/28/18										3/15/18	6/28/18	9/28/18		3/15/18	6/28/18	9/28/18		3/15/18	6/28/18	9/28/18	1.2
	W.O. #	15690	16040	16178										15690	16040	16178		15690	16040	16178		15690	16040	16178	
Clear Wells	Initials	WQ/AH	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ/AH	WQ	WQ	WQ	WQ/AH	WQ	WQ	WQ	WQ	WQ	WQ	WQ
	Date	3/15/18	6/28/18	9/28/18										3/15/18	6/28/18	9/28/18		3/15/18	6/28/18	9/28/18		3/15/18	6/28/18	9/28/18	2.4
	W.O. #	15690	16040	16178										15690	16040	16178		15690	16040	16178		15690	16040	16178	
MCC	Initials	WQ/AH	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ/AH	WQ	WQ	WQ	WQ/AH	WQ	WQ	WQ	WQ	WQ	WQ	WQ
	Date	3/15/18	6/28/18	9/28/18										3/15/18	6/28/18	9/28/18		3/15/18	6/28/18	9/28/18		3/15/18	6/28/18	9/28/18	1.2
	W.O. #	15690	16040	16178										15690	16040	16178		15690	16040	16178		15690	16040	16178	

Year: 2018

Elk Grove Water District

Preventative Maintenance Program

Hampton Village Water Treatment Plant

Item	Monthly												Quarterly			Semi-annual		Annual				
	Refer.	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	1st	2nd	3rd	4th	Refer.	1ST - 6 - MO.	2ND - 6 - MO.	Refer.	2018
Chemical Systems	Section: TBD	15476 AH 1/11/18	15597 WQ 2/6/18	15670 AH 3/5/18	15772 AH 4/9/18	15908 AH 5/21/18	16028 WQ 6/14/18	16164 AH 7/11/18	16261 AH 8/30/18	16358 AH 9/18/18	16539 AH 10/11/18	16604 AH 11/19/18		15691 AH 3/5/18	16031 AH 6/7/18	16361 AH 8/16/18		Section: TBD			Section: TBD	
Filter System	Section: TBD	15477 AH 1/11/18	15598 WQ 2/6/18	15671 AH 3/5/18	15773 AH 4/9/18	15909 AH 5/21/18	16029 WQ 6/14/18	16165 AH 7/11/18	16262 AH 8/30/18	16359 AH 9/18/18	16540 AH 10/11/18	16605 AH 11/19/18						Section: TBD			Section: TBD	
Backwash System	Section: TBD	15478 AH 1/11/18	15599 WQ 2/6/18	15672 AH 3/5/18	15774 AH 4/9/18	15910 AH 5/21/18	16030 WQ 6/14/18	16166 AH 7/11/18	16263 AH 8/30/18	16360 AH 9/18/18	16541 AH 10/11/18	16606 AH 11/19/18						Section: TBD			Section: TBD	
LAB																		Section: TBD			Section: TBD	
MCC																		Section: TBD			Section: TBD	

Elk Grove Water District

Preventative Maintenance Program

Standby Generators

Item	Monthly												Annual		
	Refer.	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Refer.	2018
Railroad	Initials	WQ	WQ	WQ	WQ	WQ	WQ	AH	WQ	WQ	WQ	WQ		Section: TBD	
	Date	1/19/18	2/14/18	3/9/18	4/9/18	5/14/18	6/12/18	7/18/18	8/27/18	9/17/18	10/9/18	11/21/18			
	W.O. #	15479	15589	15681	15775	15896	16016	16159	16272	16354	16531	16615			
Webb	Initials	WQ	WQ	AH	WQ	WQ	WQ	AH	WQ	AH	WQ	WQ		Section: TBD	
	Date	1/4/18	2/27/18	3/9/18	4/9/18	5/23/18	6/13/18	7/9/18	8/13/18	9/24/18	10/2/18	11/8/18			
	W.O. #	15480	15590	15682	15776	15897	16017	16161	16273	16355	16532	16616			
Dino	Initials	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ	WQ		Section: TBD	
	Date	1/2/18	2/13/18	3/7/18	4/3/18	5/16/18	6/13/18	7/10/18	8/27/18	9/19/18	10/1/18	11/14/18			
	W.O. #	15481	15591	15683	15777	15898	16018	16162	16274	16356	16533	16617			
Hampton	Initials													Section: TBD	
	Date														
	W.O. #														
Admin.	Initials	WQ	WQ	WQ	AH	AH	AH	AH	AH	AH	AH	AH		Section: TBD	
	Date	1/31/18	2/27/18	3/9/18	4/5/18	5/18/18	6/14/18	7/20/18	8/11/18	9/24/18	10/22/18	11/19/18			
	W.O. #	15482	15592	15684	15778	15899	15019	16163	16275	16357	16534	16618			

= Load Test

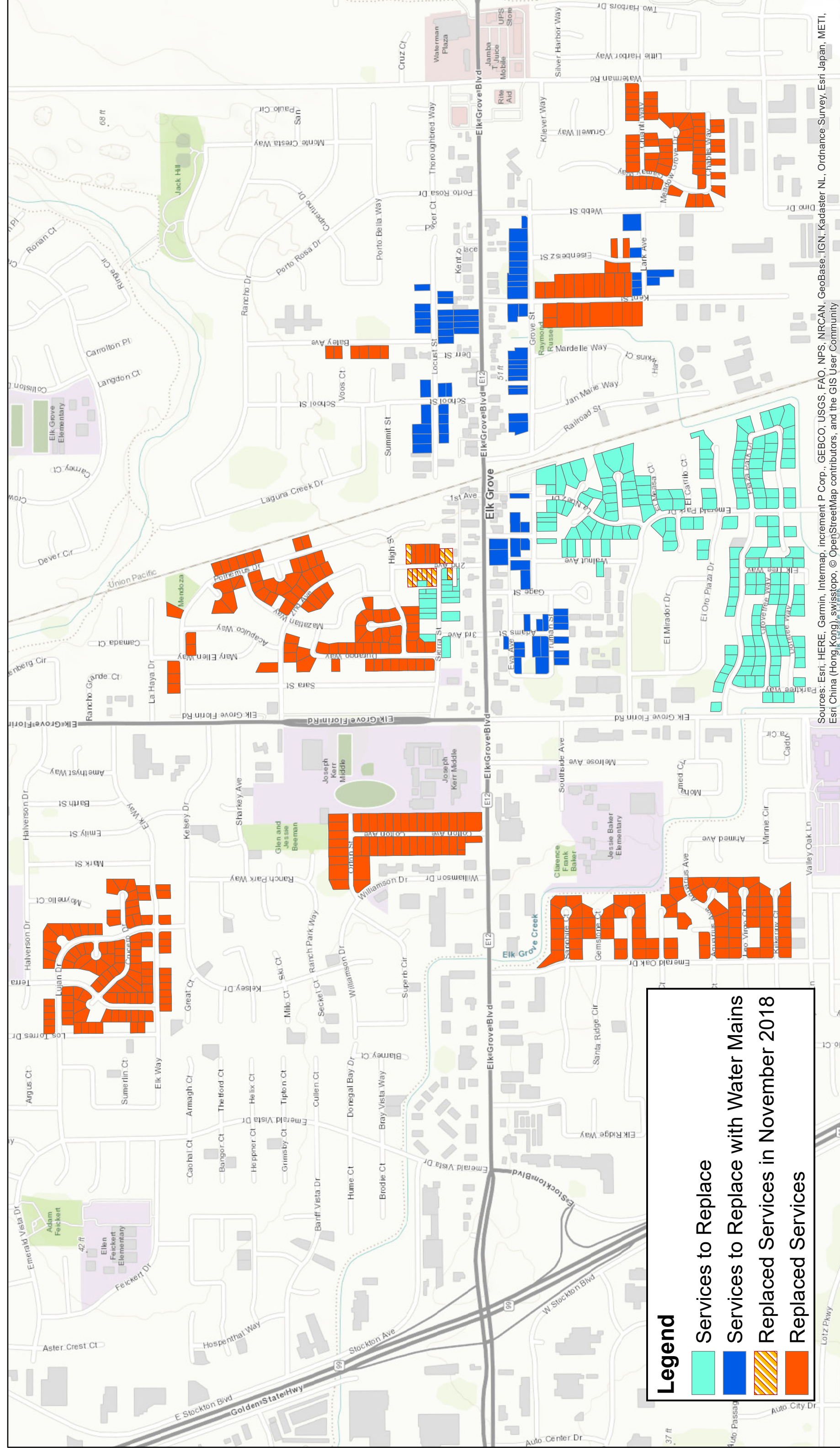
Elk Grove Water District
Backflow Prevention Program 2018

Backflow Device Reports												
CURRENT	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Notices Issued	42	40	80	15	60	66	151	96	69	43	44	
Assemblies Tested	35	37	49	1	31	24	68	34	51	19	31	
Passed Initial Test	31	30	46	1	31	24	64	31	48	18	26	
Failed Initial Test	4	7	3				4	3	4	1	5	
Failed Devices Retested-----Passed	3	7	2				4	1	4	1	5	
Investigations or Address Change					2						1	
Inactivated Devices								1			1	
Schedule Code Changed												
Devices Turned Off												
2nd Notices Issued	5	3	32	14	27	42	83	61	17	24	12	0
Monthly Outstanding Delinquents	0	0	0	0	0	0	0	0	0	0	12	0

Total Outstanding Delinquents	12
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Elk Grove Water District
 Safety Meetings/Training
 November 2018

Date	Topic	Attendees	Hosted By
11/7/2018	The Fatal Half Inch	Alan Aragon, Jose Carrillo, David Frederick, Aaron Hewitt, Sean Hinton, Justin Mello, Jose Mendoza, Mike Montiel, Chris Phillips, Wilfredo Quintero, William Sadler, Richard Salas, Steve Shaw, John Vance, Brandon Wagner, Marcell Wilson, Vue Xiong	Sarah Jones
11/21/2018	Wildfire Smoke Protocols	Alan Aragon, Jose Carrillo, David Frederick, Aaron Hewitt, Sean Hinton, Justin Mello, Jose Mendoza, Mike Montiel, Chris Phillips, William Sadler, Richard Salas, Steve Shaw, Brandon Wagner, Marcell Wilson, John Vance, Vue Xiong	Sarah Jones



Legend

- Services to Replace
- Services to Replace with Water Mains
- Replaced Services in November 2018
- Replaced Services

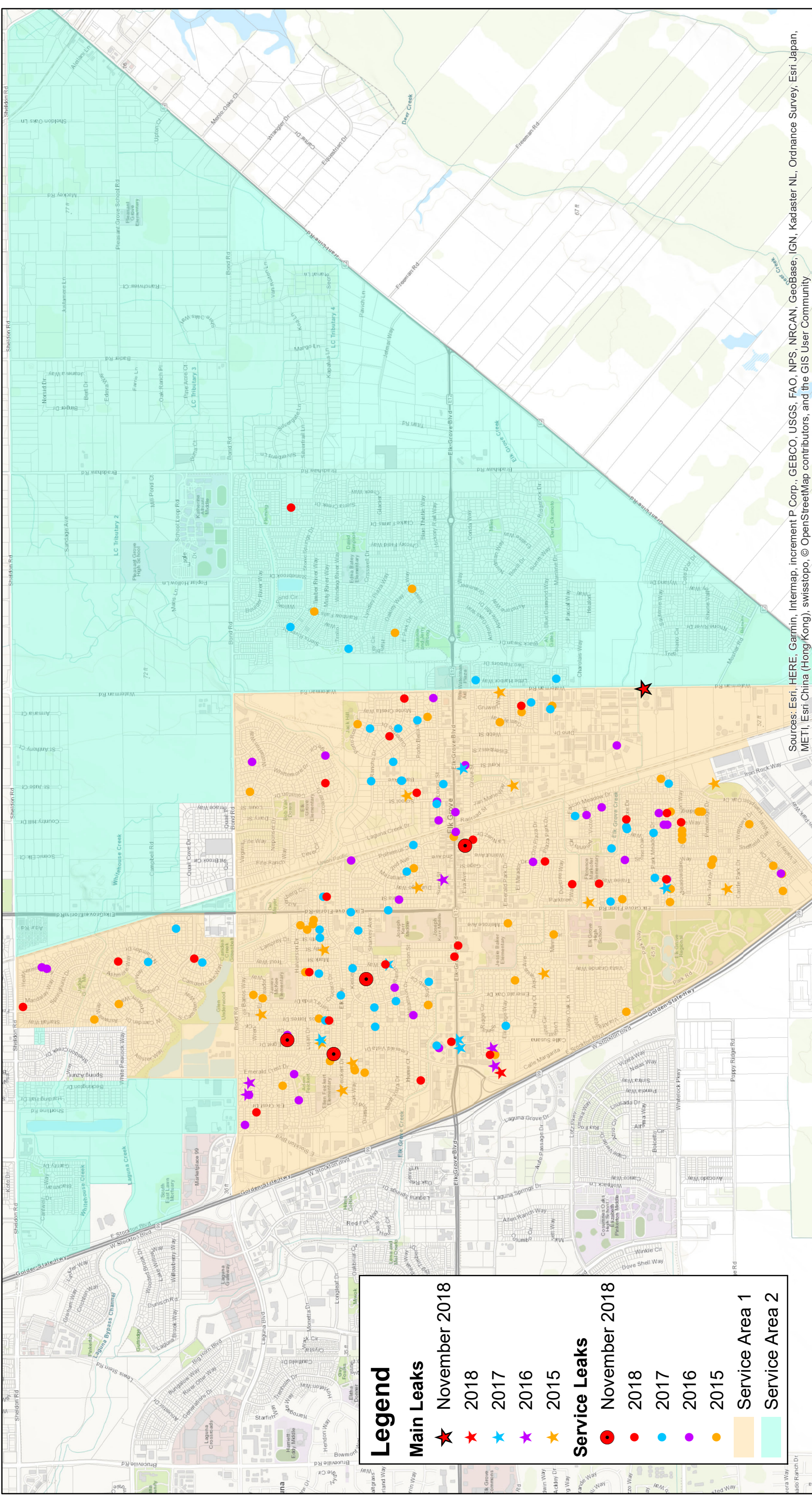
Services to Replace: 181
 Services Replaced in November 2018: 10
 Total Service Replaced: 403

Elk Grove Water District
Service Line Replacement

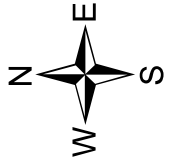
Scale: 0, 500, 1,000, 2,000 Feet

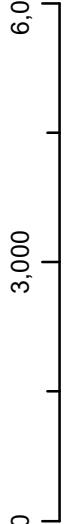
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community

Projected Coordinate System: NAD 83 State Plane, California II, FIPS 0420
 Source: City of Elk Grove, EGWD and Sacramento County GIS databases
 Created by: Travis Franklin
 Date: December 10, 2018



Elk Grove Water District	
Service / Main Leaks	
Created by: Travis Franklin	
Date: December 10, 2018	





Elk Grove Water District

Main and Service Line Leaks Map

November 2018	
Main Line Leaks: 1	YTD: 2
Service Line Leaks: 4	YTD: 31
Total Leaks: 5	YTD: 33



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

Legend

Main Leaks

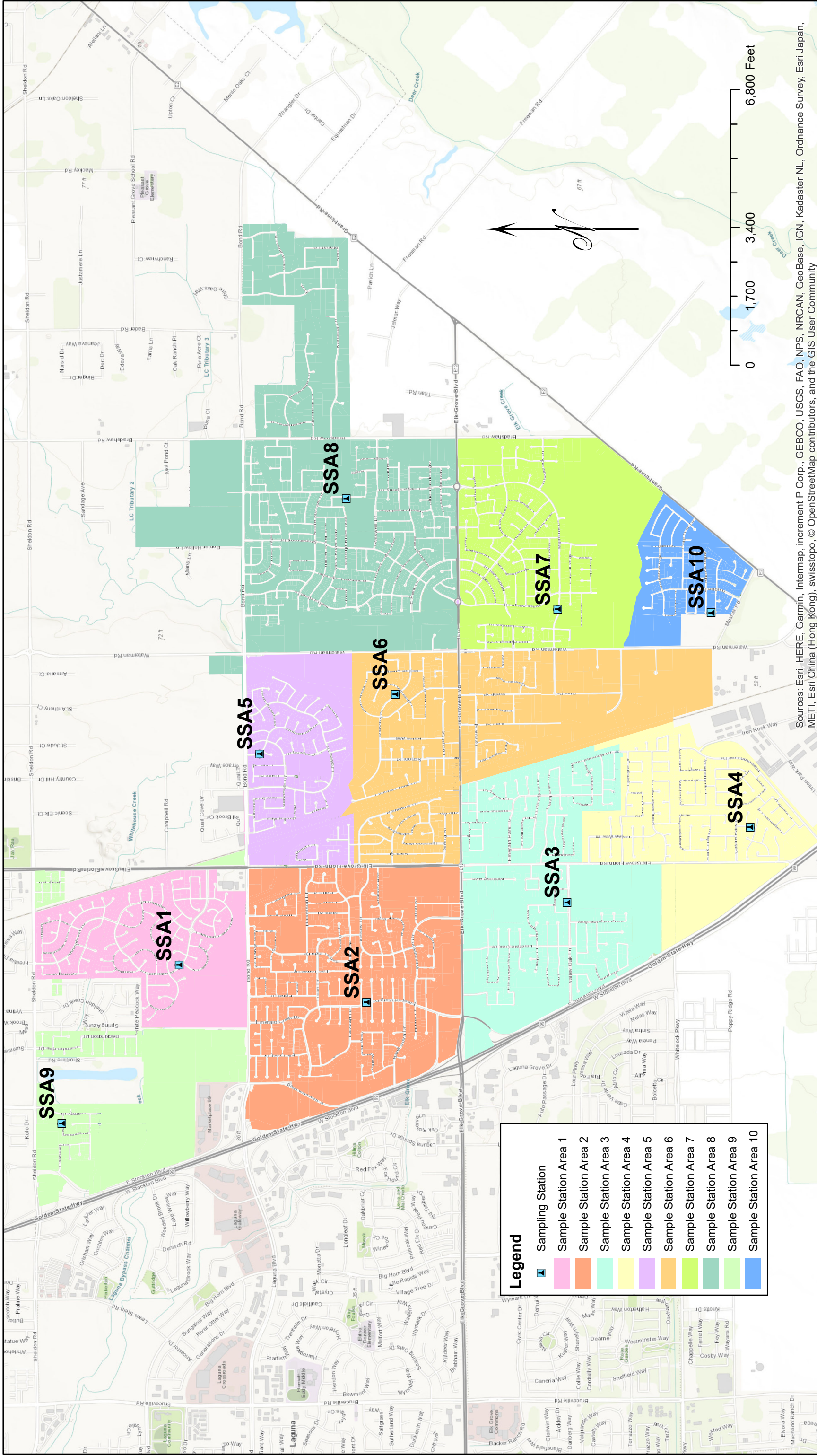
- ★ November 2018
- ★ 2018
- ★ 2017
- ★ 2016
- ★ 2015

Service Leaks

- November 2018
- 2018
- 2017
- 2016
- 2015

■ Service Area 1

■ Service Area 2



Sample Stations: 10

Elk Grove Water District
Sample Station Areas

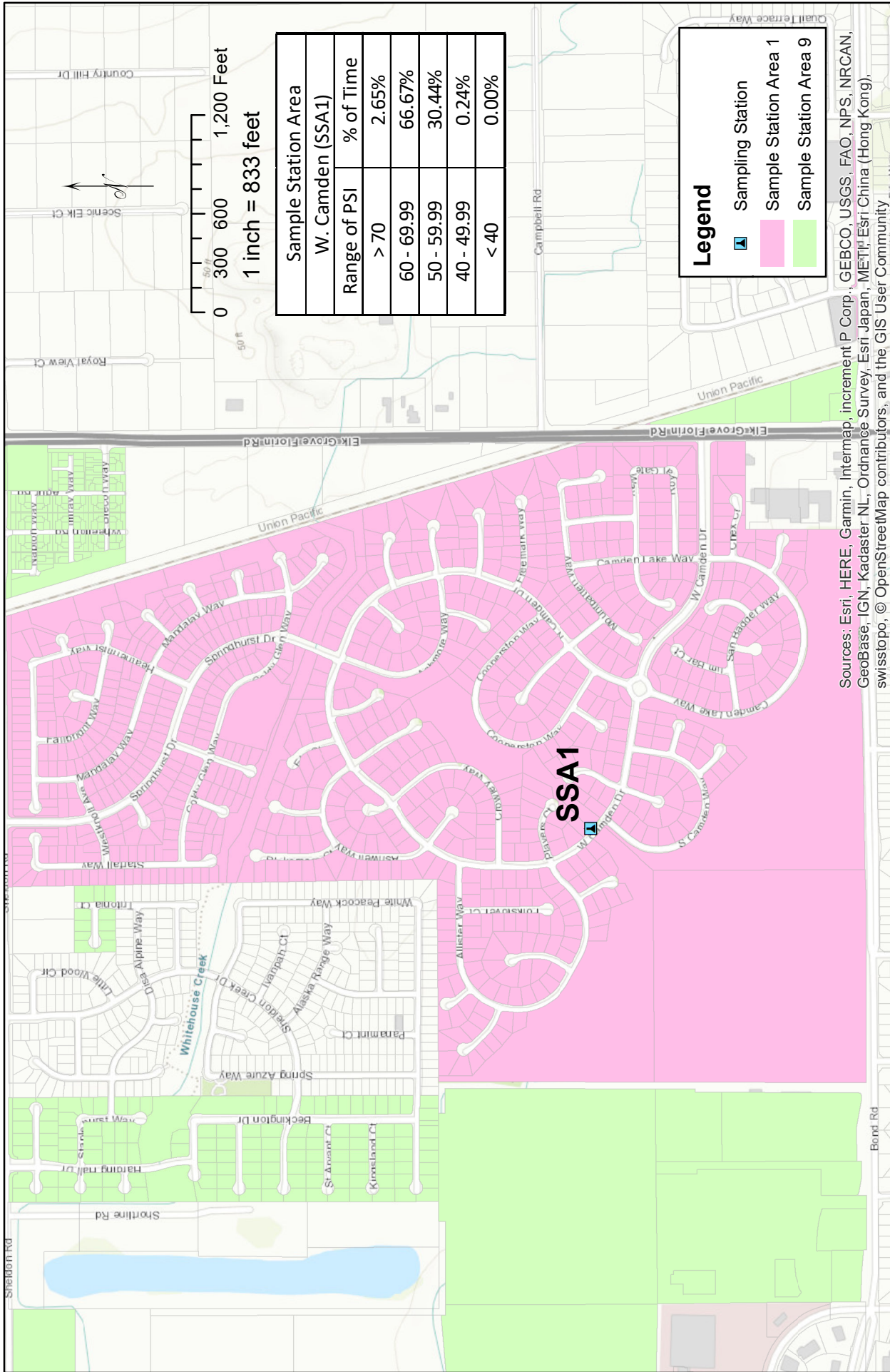
Sample Stations: 10

Sample Stations: 10

Projected Coordinate System: NAD 83 State Plane CA II FIPS 0402
 Source: EGWD GIS database
 Modified by: Travis Franklin
 December 10, 2018

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





Sample Station Area	
W. Camden (SSA1)	
Range of PSI	% of Time
> 70	2.65%
60 - 69.99	66.67%
50 - 59.99	30.44%
40 - 49.99	0.24%
< 40	0.00%

Legend

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

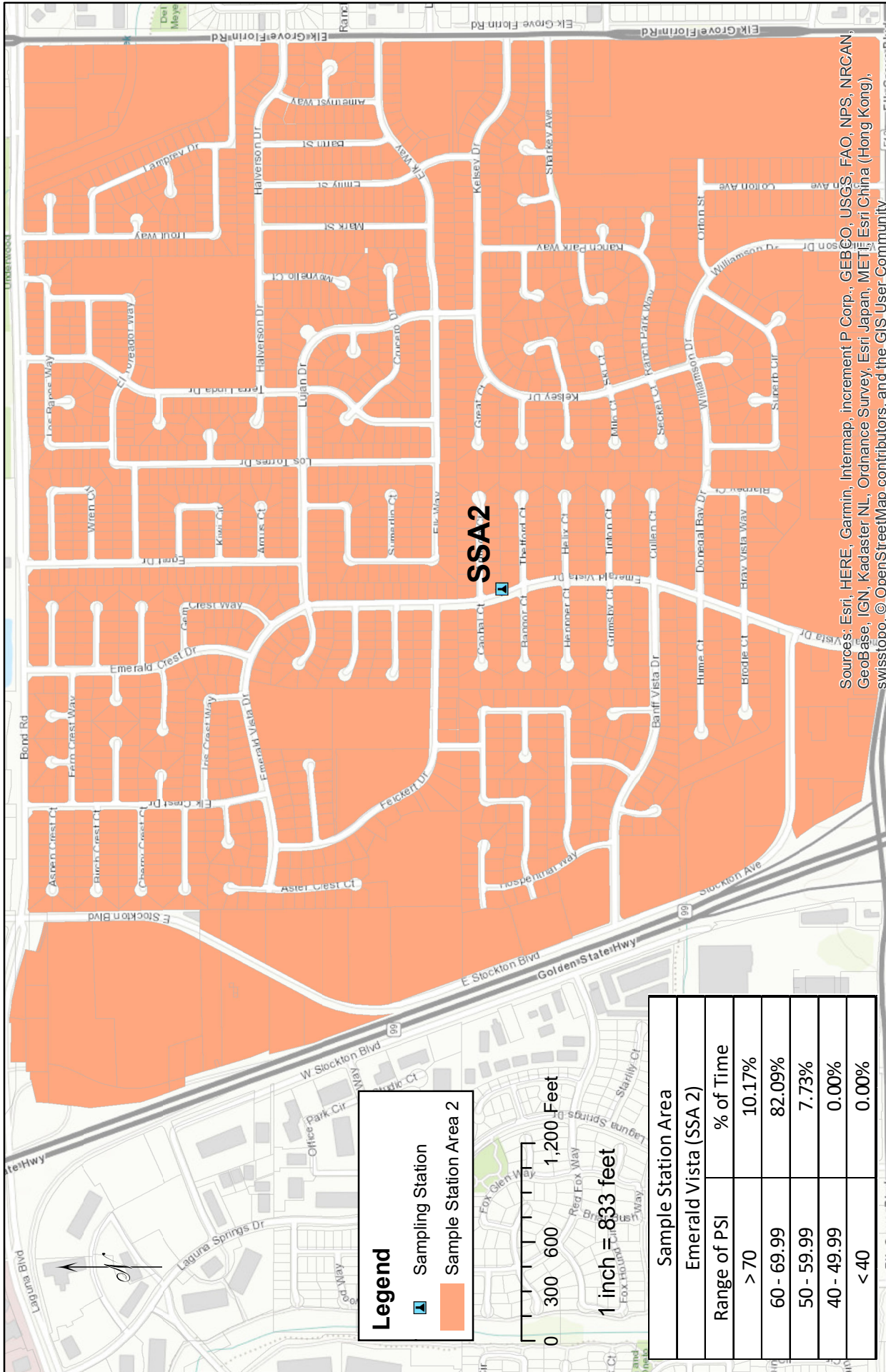
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, MEIT, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community

Projected Coordinate System:
 NAD 83 State Plane CA II FIPS 0402
 Source:EGWD GIS database
 Created by: Travis Franklin
 December 10, 2018



Elk Grove Water District
 System Pressure Monitoring

North Resource Conservation District

Sample Station #1
 Note: Sample Station takes a reading every 5 minutes.
 November 2018



Legend

-  Sampling Station
-  Sample Station Area 2



Sample Station Area	% of Time
Emerald Vista (SSA 2)	10.17%
Range of PSI	
> 70	82.09%
60 - 69.99	7.73%
50 - 59.99	0.00%
40 - 49.99	0.00%
< 40	0.00%

Sample Station #2

Note: Sample Station takes a reading every 5 minutes.

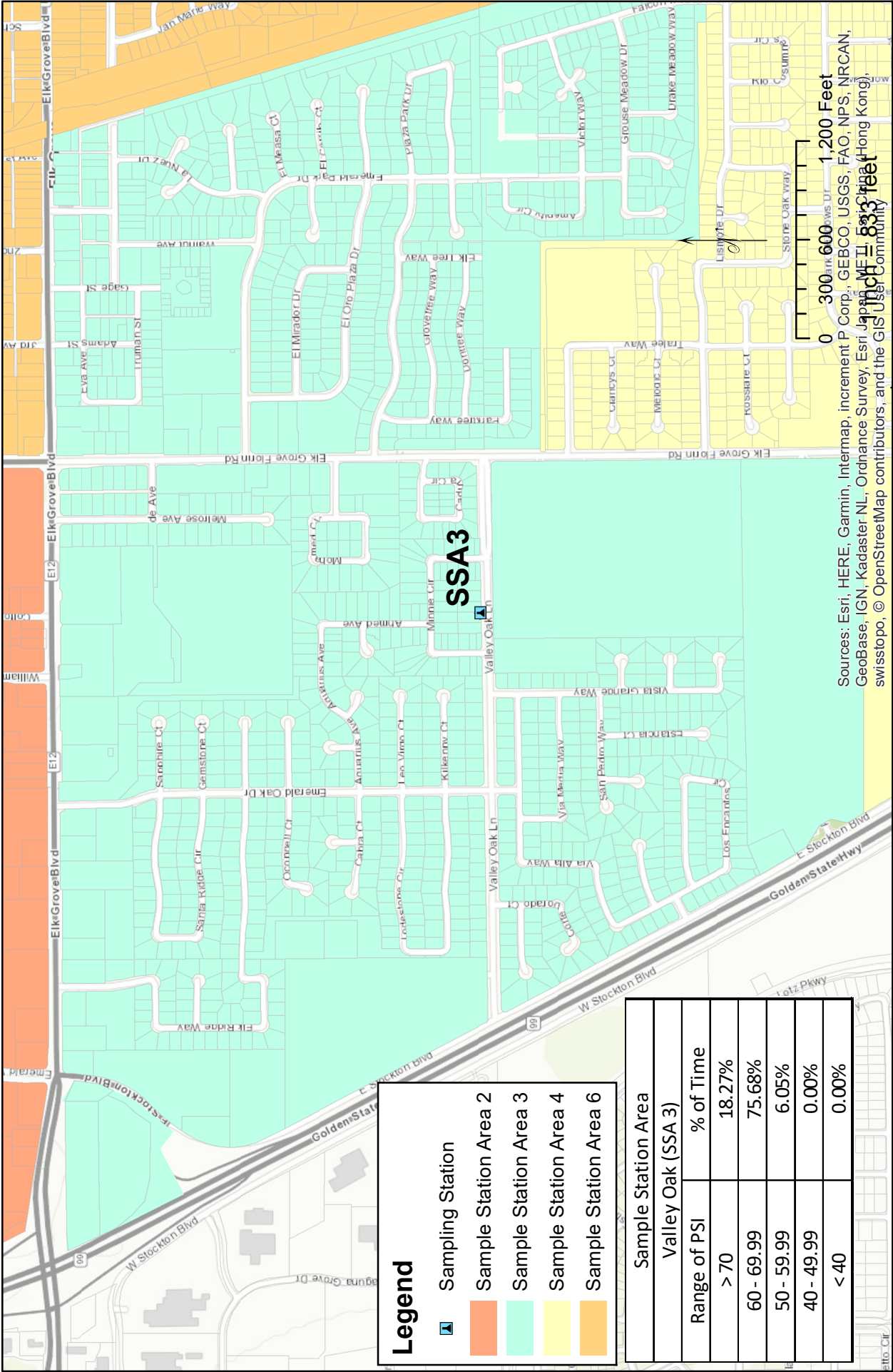
November 2018



Elk Grove Water District
System Pressure Monitoring

Projected Coordinate System:
 NAD 83 State Plane CA II FIPS 0402
 Source: EGWD GIS database
 Created by: Travis Franklin
 December 10, 2018

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



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

Projected Coordinate System:
 NAD 83 State Plane CA II FIPS 0402
 Source: EGWD GIS database
 Created by: Travis Franklin
 December 10, 2018

Elk Grove Water District

System Pressure Monitoring



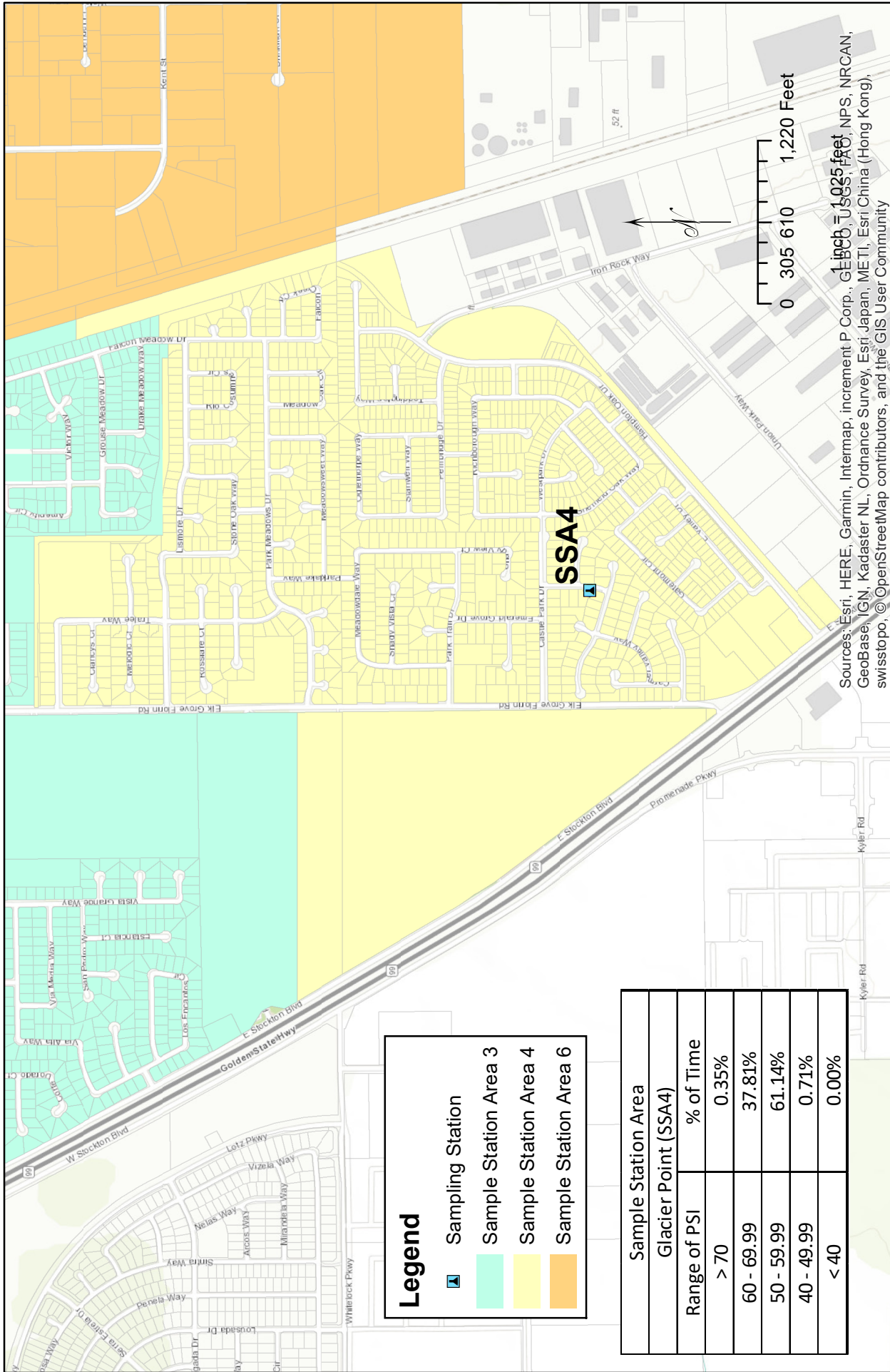
Legend	
	Sampling Station
	Sample Station Area 2
	Sample Station Area 3
	Sample Station Area 4
	Sample Station Area 6

Sample Station Area	% of Time
Valley Oak (SSA 3)	18.27%
Range of PSI	75.68%
> 70	6.05%
60 - 69.99	0.00%
50 - 59.99	0.00%
40 - 49.99	0.00%
< 40	0.00%

Sample Station #3

Note: Sample Station takes a reading every 5 minutes.

November 2018



Legend

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

Sample Station Area	Glacier Point (SSA4)
Range of PSI	% of Time
> 70	0.35%
60 - 69.99	37.81%
50 - 59.99	61.14%
40 - 49.99	0.71%
< 40	0.00%



Elk Grove Water District

System Pressure Monitoring

Sample Station #4

Note: Sample Station takes a reading every 5 minutes.

November 2018

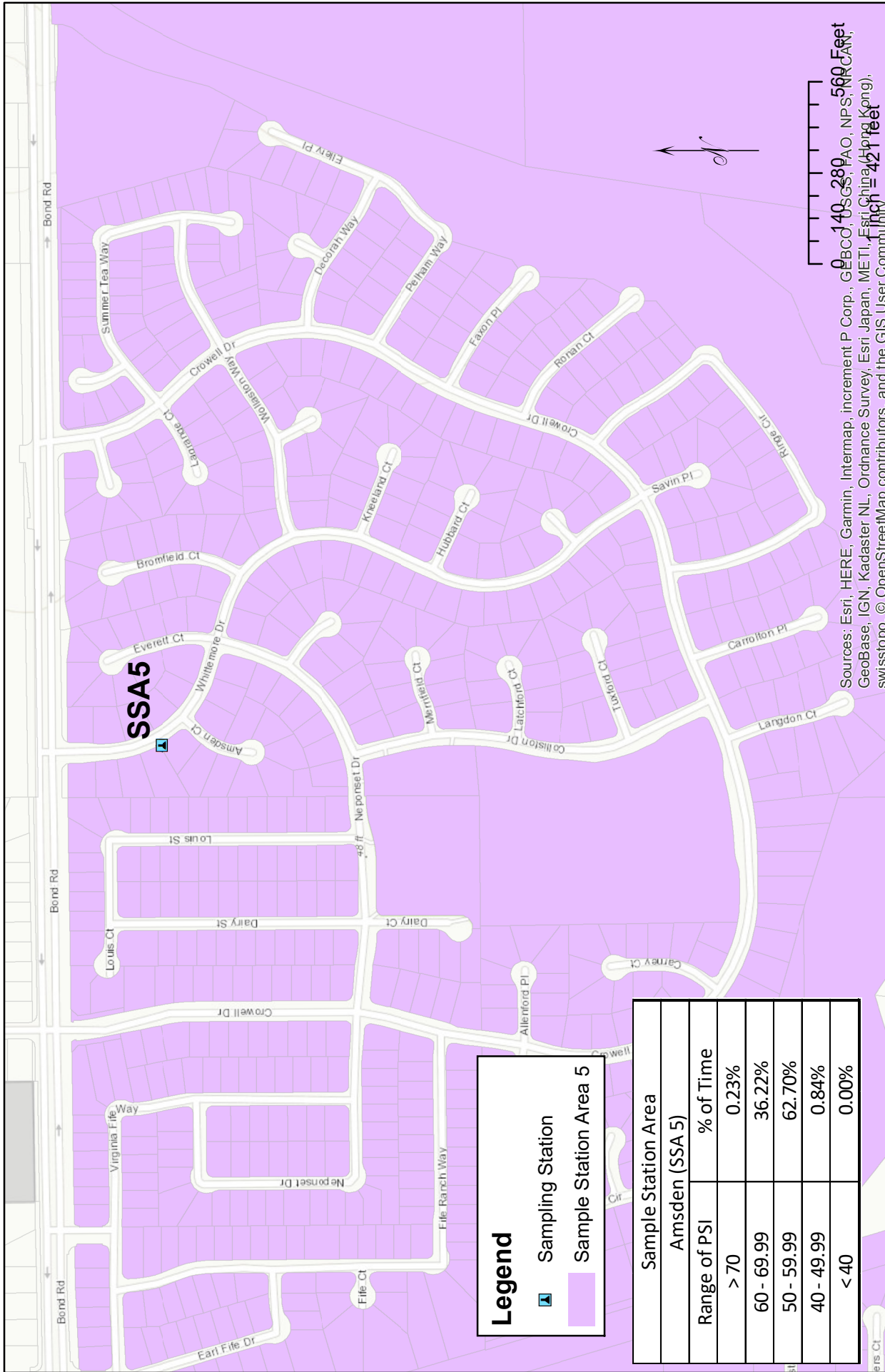
Projected Coordinate System:
 NAD 83 State Plane CA II FIPS 0402

Source: EGWD GIS database

Created by: Travis Franklin
 December 10, 2018

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





Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, ~~560 Feet~~
 GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong),
 swisstopo, © OpenStreetMap contributors, and the GIS User Community
 140, 280, 560 Feet
 421 feet

Legend

- Sampling Station
- Sample Station Area 5

Sample Station Area	
Amsden (SSA 5)	
Range of PSI	% of Time
> 70	0.23%
60 - 69.99	36.22%
50 - 59.99	62.70%
40 - 49.99	0.84%
< 40	0.00%



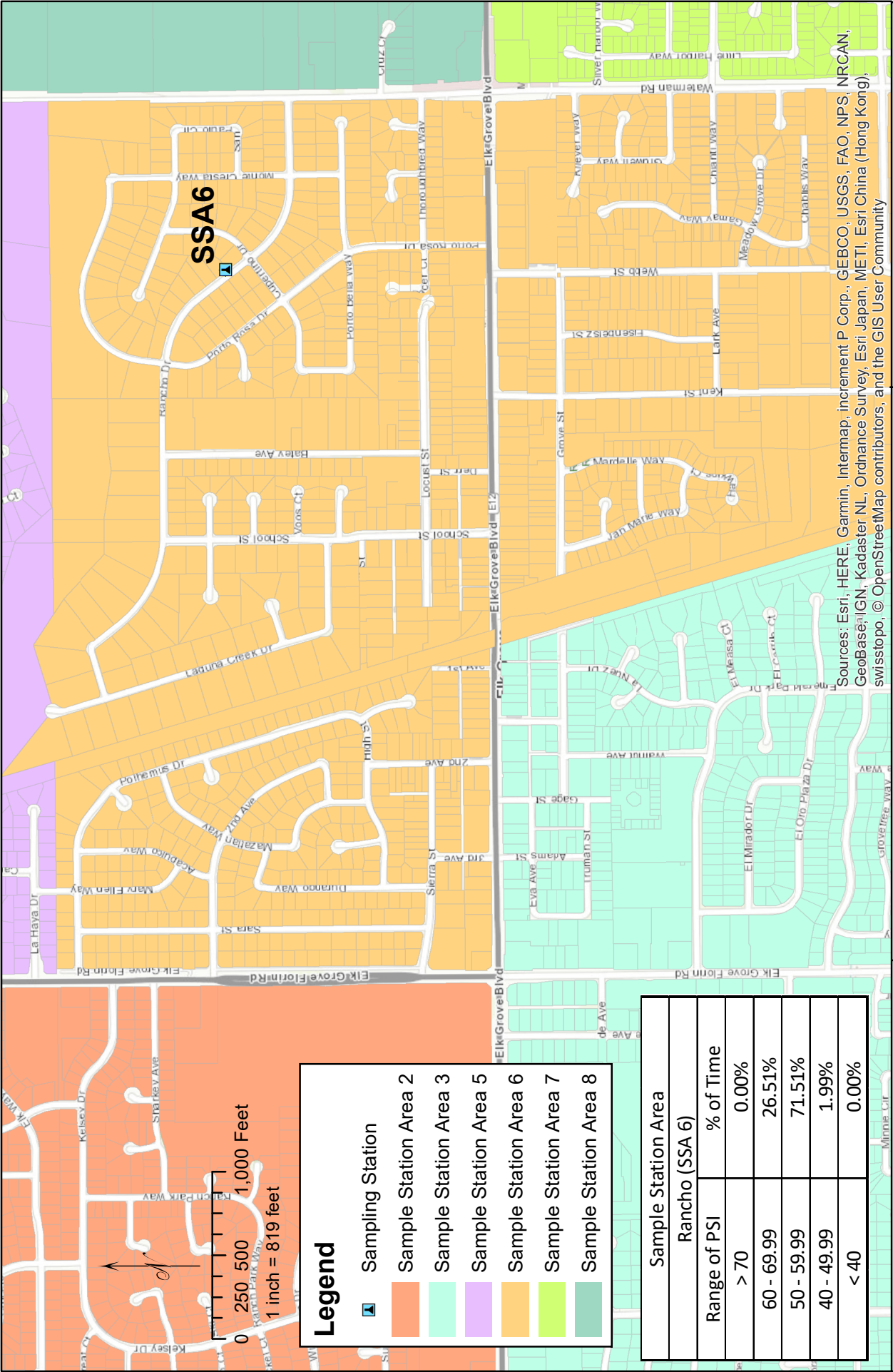
Elk Grove Water District

System Pressure Monitoring

Projected Coordinate System:
 NAD 83 State Plane CA II FIPS 0402
 Source: EGWD GIS database
 Created by: Travis Franklin
 December 10, 2018

Sample Station #5

Notes: Sample Station takes a reading every 5 minutes.
 November 2018



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

Legend

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

Sample Station Area	Range of PSI	% of Time
Rancho (SSA 6)	> 70	0.00%
	60 - 69.99	26.51%
	50 - 59.99	71.51%
	40 - 49.99	1.99%
	< 40	0.00%

Sample Station #6

Note: Sample Station takes a reading every 5 minutes.
November 2018



Elk Grove Water District
System Pressure Monitoring

Projected Coordinate System:
NAD 83 State Plane CA II FIPS 0402
Source: EGWD GIS database
Created by: Travis Franklin
December 10, 2018



Legend

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

Sample Station Area	% of Time
Mainline (SSA 7)	
Range of PSI	
> 70	0.39%
60 - 69.99	94.26%
50 - 59.99	5.33%
40 - 49.99	0.02%
< 40	0.00%

Sample Station #7

Note: Sample Station takes a reading every 5 minutes.

November 2018

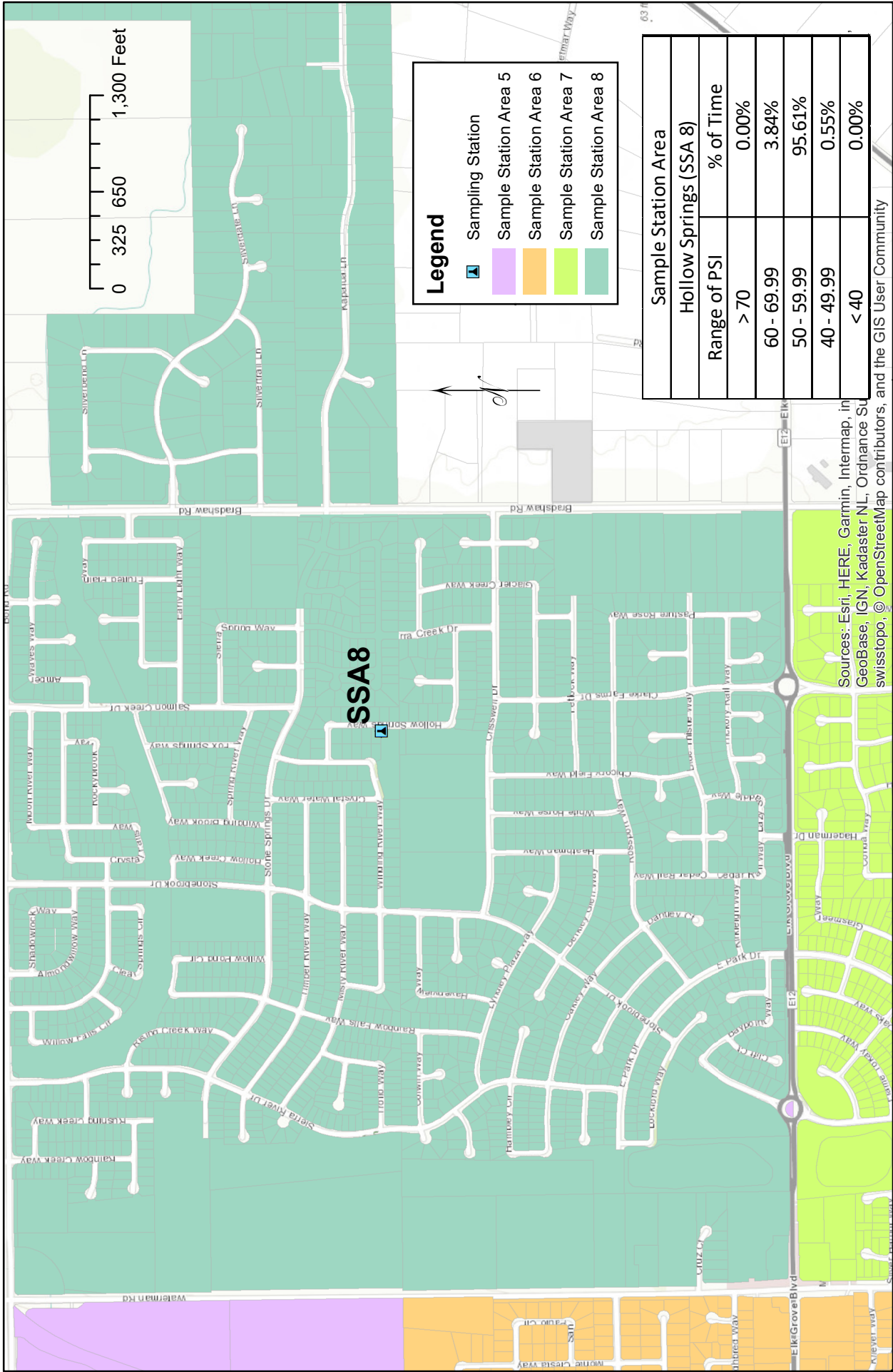


Elk Grove Water District

System Pressure Monitoring

Projected Coordinate System:
 NAD 83 State Plane CA II FIPS 0402
 Source: EGWD GIS database
 Created by: Travis Franklin
 December 10, 2018

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



Legend

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

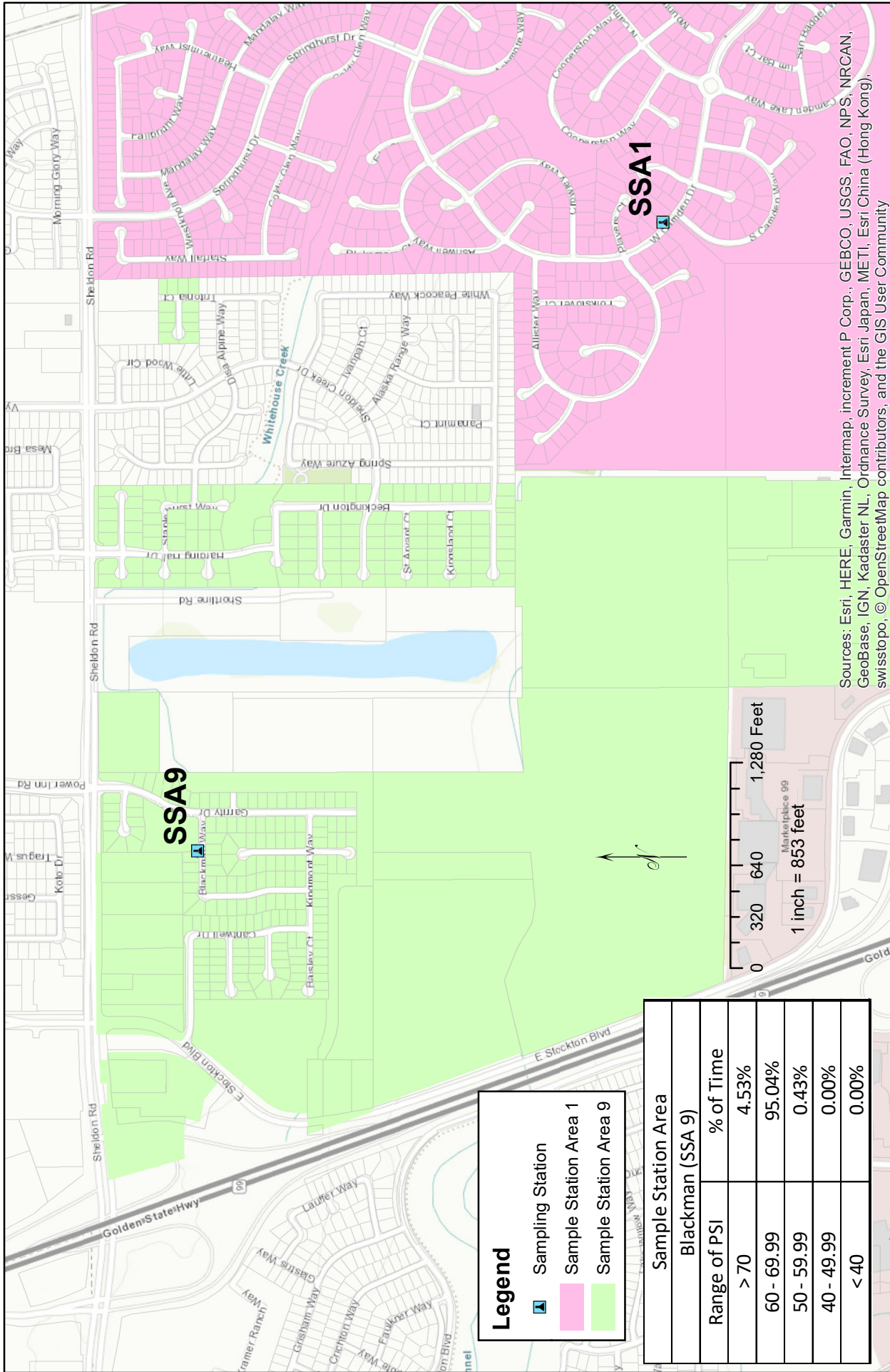
Sample Station Area	Hollow Springs (SSA 8)
Range of PSI	% of Time
> 70	0.00%
60 - 69.99	3.84%
50 - 59.99	95.61%
40 - 49.99	0.55%
< 40	0.00%

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

Projected Coordinate System:
 NAD 83 State Plane CA II FIPS 0402
 Source: EGWD GIS database
 Created by: Travis Franklin
 December 10, 2018

Elk Grove Water District
 System Pressure Monitoring

Sample Station #8
 Note: Sample Station takes a reading every 5 minutes.
 November 2018



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

Legend

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

Sample Station Area	Blackman (SSA 9)	Range of PSI	% of Time
		> 70	4.53%
		60 - 69.99	95.04%
		50 - 59.99	0.43%
		40 - 49.99	0.00%
		< 40	0.00%

Sample Station #9

Note: Sample Station takes a reading every 5 minutes.

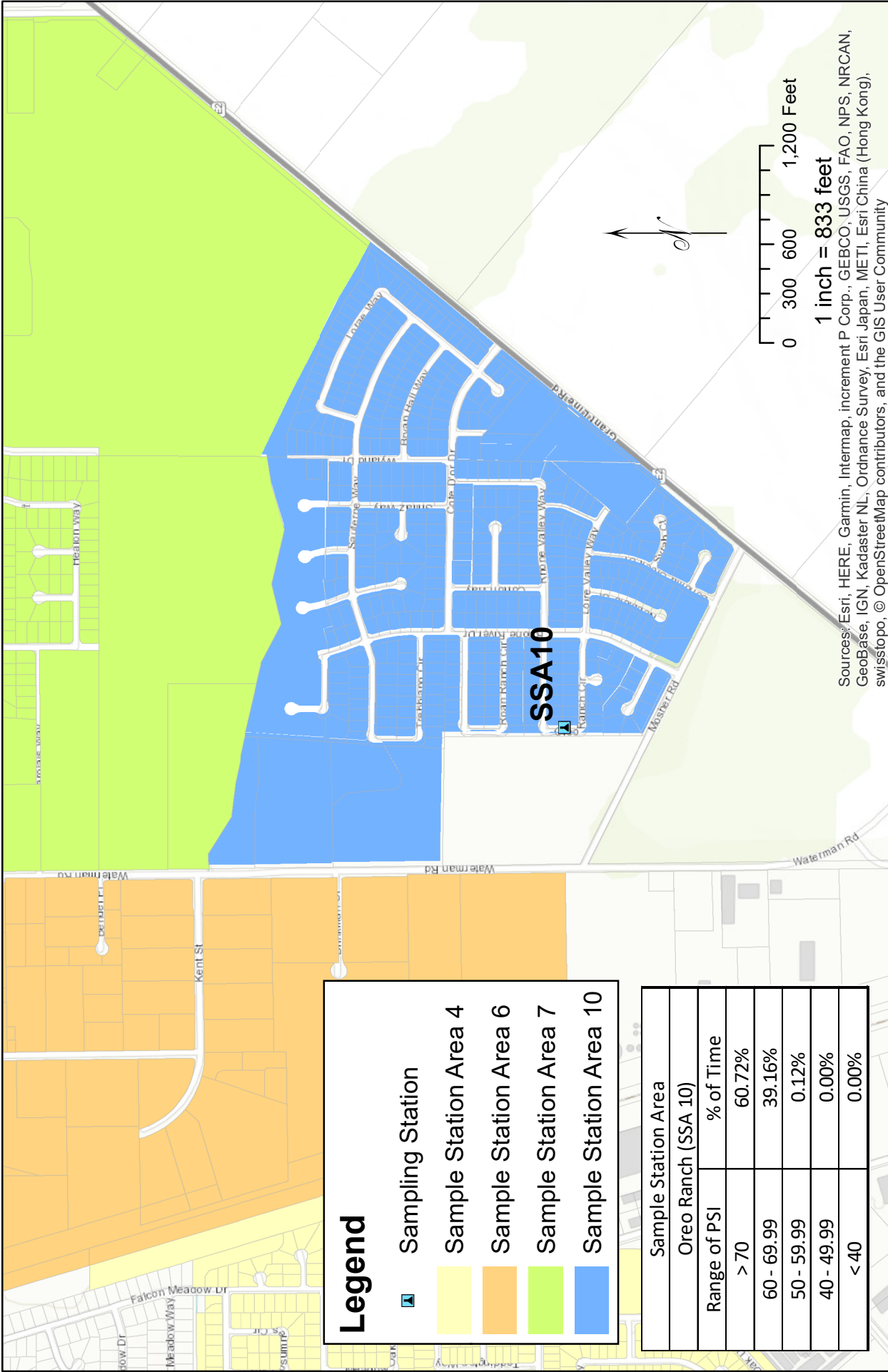
November 2018







Elk Grove Water District

System Pressure Monitoring

Projected coordinate system:
 NAD 83 State Plane CA II FIPS 0402
 Source: EGWD GIS database
 Created by: Travis Franklin
 December 10, 2018



Legend

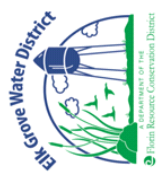
-  Sampling Station
-  Sample Station Area 4
-  Sample Station Area 6
-  Sample Station Area 7
-  Sample Station Area 10

Sample Station Area	
Oreo Ranch (SSA 10)	
Range of PSI	% of Time
> 70	60.72%
60 - 69.99	39.16%
50 - 59.99	0.12%
40 - 49.99	0.00%
< 40	0.00%

Sample Station #10

Note: Sample Station takes a reading every 5 minutes.

November 2018



Elk Grove Water District
System Pressure Monitoring

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

Source: EGWD GIS database

Created by: Travis Franklin

December 10, 2018

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



1 inch = 833 feet



December 19, 2018

TO: Chairperson and Directors of the Florin Resource Conservation District
FROM: Patrick Lee, Finance Manager/Treasurer
SUBJECT: **ACQUISITION OF REAL PROPERTY POLICY**

RECOMMENDATION

It is recommended that the Florin Resource Conservation District Board of Directors adopt Resolution No. 12.19.18.01, establishing a new Acquisition of Real Property Policy.

SUMMARY

The California Public Resources Code, Division 9 sets forth the authority and process for establishing and adopting purchasing policies and procedures as required by Sections 54201 through 54204 of the Government Code. The policies shall be in writing, copies of which shall be available for public distribution.

By this action, if adopted, the Florin Resource Conservation District (FRCD) Board of Directors (Board) will establish an acquisition of real property policy.

DISCUSSION

Background

A specific key objective to be completed in fiscal year (FY) 2018-19 is the review and update of the District's procurement policies to 1) ensure compliance with Public Resources Code procurement requirements; 2) establish a new policy for the acquisition of real property; and 3) tighten the authority on dollar limit approval thresholds.

Present Situation

The proposed procurement policy (Attached) was developed by staff with the assistance of a Board Working Group consisting of Director Scherman and Vice-Chair Gray. The proposed policy was also reviewed by legal counsel. This new policy will provide guidance and governance over 1) the acquisition of real property with District funds; 2) acquisition of real property through grants, donations, gifts, dedications and property exchanges; and 3) the acquisition of real property through real property rents and leases. This policy will allow staff to maintain strict financial control, while balancing administrative and

ACQUISITION OF REAL PROPERTY POLICY

Page 2

operational efficiency by establishing the Board as the sole authoritative body to approve the acquisition of real property.

The proposed procurement policy contains language specifying the requirements before an agreement or contract can be brought before the Board as an agenda item, the retention requirements for approved agreements and contracts, and the acquisition proposal threshold limit requiring a formal appraisal to be completed by an independent consultant.

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this item.

STRATEGIC PLAN CONFORMITY

The proposed procurement policy meets the Regulatory Compliance section and the Financial Stability section of the 2012-2017 Strategic Plan.

FINANCIAL SUMMARY

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

Respectfully submitted,



PATRICK LEE
FINANCE MANAGER/TREASURER

Attachment

RESOLUTION NO. 12.19.18.01

**A RESOLUTION OF THE FLORIN RESOURCE CONSERVATION DISTRICT
BOARD OF DIRECTORS ESTABLISHING A NEW ACQUISITION
OF REAL PROPERTY 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 requirements and procedures for the acquisition of real property; and

WHEREAS, the District wishes to establish a new Acquisition of Real Property Policy to ensure compliance with California and federal law.

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

SECTION 1. The Board of Directors hereby adopts the Acquisition of Real Property Policy as incorporated herein, and attached hereto as Exhibit “A.”

SECTION 2. The Secretary to the Board of Directors shall certify to the adoption of this Resolution.

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

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2018.

Tom Nelson, Chairperson of the Board of Directors

Attest:

Stefani Phillips, Board Secretary

APPROVED AS TO FORM:

Richard E. Nosky, District Legal Counsel

EXHIBIT “A”

FLORIN RESOURCE CONSERVATION DISTRICT

“ACQUISITION OF REAL PROPERTY POLICY”

[Attached behind this cover page]

FLORIN RESOURCE CONSERVATION DISTRICT

ADOPTED BY FRC D RESOLUTION NO. 12.19.18.01

ACQUISITION OF REAL PROPERTY 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 the acquisition of real property. All acquisition of real property required by the District shall be made in accordance with this policy.

Section 1. Real Property shall be acquired as economically as possible commensurate with the needs of the District as to provide the best overall value to the District.

Section 2. Before a contract is signed by any District representative or is brought to the District Board of Directors (Board) as an agenda 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 3. 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 4. The procedures and rules for the acquisition of real property are as follows:

The following guidelines apply to the acquisition of real property, whether in the form of fee title, rights-of-way or easements; and whether purchased with District funds or acquired via grants, donations, gifts, dedications or property exchanges. Prior to the acquisition of real property, a professional title search shall be completed.

1) Purchase with District Funds

- i. Property purchase recommendations should normally be presented as part of the District's financial plan process and included in the Capital Improvement Program (CIP) and Annual Budget. However, as opportunities arise, the Board may consider property acquisitions at any time;

- ii. Acquisition proposals should be consistent with adopted plans and policies, including the adopted CIP;
- iii. Acquisition proposals in an amount exceeding \$25,000 shall be accompanied by an appraisal to be conducted by an independent consultant;
- iv. Acquisition proposals must be reviewed by the General Manager who first shall evaluate the acquisition terms and conditions and compliance with proper acquisition procedures. District Legal Counsel shall review and approve, as to form, the acquisition terms and conditions;
- v. The Board must authorize negotiations and approve the acquisition of any real property;
- vi. Depending on the complexity of the transaction, market conditions and other circumstances at the time, the District may choose to be represented by a broker or other third-party professionals in acquiring real property. These will be selected in accordance with the District's *Professional and Consultant Services Agreement Policy*.

2) Acquisition Via Grants, Donations, Gifts, Dedications and Property Exchanges

- i. Acquisition recommendations that will be fully or partially funded from grants, donations, gifts, dedications or property exchanges shall follow, at a minimum, the same guidelines as acquisitions financed with District funds. Where grant fund requirements for property acquisition are different from these guidelines, the requirement with the greater public disclosure shall apply;
- ii. Acquisition proposals must be reviewed by the General Manager who first shall evaluate the acquisition terms and conditions in compliance with proper acquisition procedures. District Legal Counsel shall review and approve, as to form, the acquisition terms and conditions;
- iii. For acquisition of real property via grants, donations gifts, dedications and property exchanges that require an appraisal for tax purposes, the appraisal shall be conducted an independent appraisal consultant.

- iv. Board approval of acquisitions via grants shall be required in accordance with the terms of the grant;
- v. In considering property donations and gifts, the District shall evaluate the short and long-term maintenance and operating costs, as well as any one-time costs that might be necessary to rehabilitate properties for public use or meet building code requirements.

(b) Rents and Leases

The following guidelines apply to real property rents and leases where the District will be the tenant. This need may arise for short-term uses, such as rental of interim space during construction.

- 1) These should normally be included as part of the District's Strategic Plan and Budgeting process. However, as needed, the District may consider renting or leasing property as required to meet the District's operational needs at any time;
- 2) Rents and Lease Agreements must be reviewed by the General Manager who first shall evaluate the agreement terms and conditions and compliance with proper leasing procedures. District Legal Counsel shall review and approve, as to form, the lease or rent terms and conditions;
- 3) The Board must authorize negotiations and approve the rent or lease of any real property;
- 4) Depending on the complexity of the transaction, market conditions and other circumstances at the time, the District may choose to be represented by a broker or other third-party professionals in renting or leasing real property. These will be selected in accordance with the District's *Professional and Consultant Services Agreement Policy*.

December 19, 2018

TO: Chairperson and Directors of the Florin Resource Conservation District

FROM: Patrick Lee, Finance Manager/Treasurer

SUBJECT: **AMENDMENT TO THE FLORIN RESOURCE CONSERVATION DISTRICT/ELK GROVE WATER DISTRICT WATER ORDINANCE SCHEDULE OF CHARGES, RATES, FEES AND DEPOSITS**

RECOMMENDATION

It is recommended that the Florin Resource Conservation District Board of Directors adopt Ordinance No. 12.19.18.01, amending and replacing Ordinance No. 07.18.18.01, Exhibit A, Florin Resource Conservation District/Elk Grove Water District Water Ordinance Schedule of Charges, Rates, Fee and Deposits.

SUMMARY

California Government Code sections 66013 and 66016 authorize the Florin Resource Conservation District (FRCD) Board of Directors (Board) to adopt a resolution or ordinance to establish and impose water service fees and charges for its water enterprise, the Elk Grove Water District (EGWD). By this action, if adopted, the Board will amend and replace Ordinance No. 07.18.18.01, Exhibit A (Attached).

DISCUSSION

Background

In June of 2018, the FRCD conducted a review of the FRCD/EGWD Water Ordinance Schedule of Charges, Rates, Fees and Deposits in an effort to capture the actual costs of providing the services for which the charges, rates, fees and deposits are assessed. Staff conducted a thorough review including analysis of labor and administrative costs to provide the services. The Board adopted Ordinance No. 07.18.18.01 setting forth the FRCD/EGWD Water Ordinance Schedule of Charges, Rates, Fees and Deposits.

Present Situation

Included in the FRCD/EGWD Water Ordinance Schedule of Charges, Rates, Fees and Deposits is a provision for Delinquency Shut-off that prescribes the fees to be paid before service is restored when water service is discontinued because of delinquency in payment of a bill. Before service is restored because of discontinuance due to delinquency, the

AMENDMENT TO THE FLORIN RESOURCE CONSERVATION DISTRICT/ELK GROVE WATER DISTRICT WATER ORDINANCE SCHEDULE OF CHARGES, RATES, FEES AND DEPOSITS

Page 2

Customer is required to pay 1) the amount of the unpaid bill; and 2) a \$25.00 door tag fee; and 3) a shut-off/field service fee of \$100.00.

Government Code section 53069.4, which refers to Government Code section 36900, authorizes the FRCD/EGWD to charge fines and penalties for the violation of any FRCD/EGWD ordinances. The FRCD/EGWD desires to amend and replace Ordinance No. 07.18.18.01, Exhibit A, and change the provisions for Delinquency Shut-off. The provisions for Delinquency Shut-off will now require Customers to pay 1) the amount of the unpaid bill; and 2) a \$25.00 door tag fee; and 3) a late payment penalty of \$100.00 before service is restored due to discontinuance for delinquency.

The delinquency and late payment of any account is a violation of Article 4 of the FRCD Ordinance No. 06.22.11.01. Article 4 of Ordinance No. 06.22.11.01 prescribes that bills for residential water service are due upon presentation and become delinquent if not paid on or before the 19th day of the month.

Staff has confirmed with legal counsel that the proposed change from a shut-off/field service fee to a late payment penalty is a specific charge for a specific service and not a rate for service or property related fee, as such, is not subject to the provisions of Proposition 26 or Proposition 218 and does not require a public hearing or voter approval.

ENVIRONMENTAL CONSIDERATIONS

California Environmental Quality Act (CEQA) does not apply to the Board's adoption of these rates since the Board specifically finds the rates are for the purpose of one or more of the following:

- (1) Meeting operating expenses, including employee wage rates and fringe benefits,
- (2) Purchasing or leasing supplies, equipment, or materials,
- (3) Meeting financial reserve needs and requirements, and/or
- (4) Obtaining funds for capital projects, necessary to maintain service within existing service areas.

December 19, 2018

AMENDMENT TO THE FLORIN RESOURCE CONSERVATION DISTRICT/ELK GROVE WATER DISTRICT WATER ORDINANCE SCHEDULE OF CHARGES, RATES, FEES AND DEPOSITS

Page 3

STRATEGIC PLAN CONFORMITY

Review and update of the Schedule of Charges, Rates, Fees and Deposits will ensure sufficient cost recovery, which complies with the Financial Stability goals of the 2012-2017 Strategic Plan.

FINANCIAL SUMMARY

There are no direct financial impacts associated with this report, however, this report does recommend the adoption of Ordinance No. 12.19.18.01 which amends and replaces Ordinance No. 07.18.18.01, Exhibit A.

Respectfully Submitted,



PATRICK LEE
FINANCE MANAGER/TREASURER

Attachment

ORDINANCE NO. 12.19.18.01

**AN ORDINANCE OF THE FLORIN RESOURCE
CONSERVATION DISTRICT BOARD OF DIRECTORS
AMENDING AND REPLACING ORDINANCE NO. 07.18.18.01, EXHIBIT A,
FLORIN RESOURCE CONSERVATION DISTRICT/ELK GROVE WATER DISTRICT
WATER ORDINANCE SCHEDULE OF CHARGES, RATES, FEE AND DEPOSITS**

WHEREAS, Government Code sections 66013 and 66016 authorize the Florin Resource Conservation District (FRCD) to adopt a resolution or ordinance to establish and impose water service fees and charges for its water enterprise the Elk Grove Water District (EGWD); and

WHEREAS, the FRCD Board of Directors (“Board of Directors”) adopted Ordinance 07.18.18.01 on July 18, 2018, establishing the FRCD/EGWD Water Ordinance Schedule of Charges, Rates, Fees and Deposits; and

WHEREAS, Government Code Section 36900 and 53069.4 authorizes the FRCD/EGWD to charge fines and penalties for the violation of any FRCD/EGWD ordinances; and

WHEREAS, the Board of Directors wishes to amend and replace Ordinance No. 07.18.18.01, Exhibit A; and

WHEREAS, the shut-off/field service fee of \$100.00 will be changed to a late payment penalty of \$100.00; and

WHEREAS, the above-described data sets forth reasonable cost estimates for the District’s provision of the miscellaneous water service fees and charges and establishes that the proceeds generated by the fees and charges do not exceed the total of the estimated costs.

NOW, THEREFORE, THE FLORIN RESOURCE CONSERVATION DISTRICT BOARD OF DIRECTORS HEREBY DETERMINES AND ORDAINS AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Amendment to the FRCD/EGWD Water Ordinance Schedule of Charges, Rates, Fees and Deposits. The Florin Resource Conservation District/Elk Grove Water District Water Ordinance Schedule of Charges, Rates, Fees and Deposits is hereby amended.

Section 3. Amendment. Exhibit A of Ordinance 07.18.18.01 is hereby amended and replaced with the attached Exhibit A.

Section 4. California Environmental Quality Act Compliance.

(a) Pursuant to California Public Resources Code section 21080(b)(8), the District's adjustments to the water capacity charges and meter installation charges are not subject to the requirements of the California Environmental Quality Act. In accordance with Section 21080(b)(8), the District finds and determines that these adjustments constitute the modification of charges to meet operating expenses and for obtaining funds for capital projects necessary to provide and maintain water services within the District's service area.

(b) District staff is hereby directed to file a Notice of Exemption with the Sacramento County Clerk with three (3) business days after adoption of this Ordinance.

Section 5. Ordinance Effective Date. This ordinance shall take effect upon its adoption.

PASSED AND ADOPTED by the Florin Resource Conservation District Board of Directors on this 19th day of December 2018 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Tom Nelson
Chairperson of the Board of Directors

ATTEST:

Stefani Phillips
Board Secretary

EXHIBIT “A”

**FLORIN RESOURCE CONSERVATION DISTRICT/ELK GROVE WATER DISTRICT
WATER ORDINANCE**

“SCHEDULE OF CHARGES, RATES, FEES AND DEPOSITS”

[Attached behind this cover page]

EXHIBIT A

Florin Resource Conservation District / Elk Grove Water District Water Ordinance Schedule of Charges, Rates, Fees, and Deposits

1. Account Set-Up Fee. A new occupant of a residence will be considered a new account and will be charged an account set-up fee of \$30.00
2. Returned Check Service Charge. Any person who submits to the District a check for which there are insufficient funds shall be subject to a charge of \$35.00, in addition to the amount of the check.
3. 24-Hour Turn-On Fee. \$100.00 shall be charged to a realtor or other responsible party for the temporary turn-on of water service at a vacant property for the purposes of inspection.
4. Over the Phone Payments. A \$5.00 credit card processing fee shall be charged for payments made by telephone.
5. Photocopies. A per-page fee of ten cents for black and white copies and fifteen cents for color copies shall be charged for copies provided in response to a Public Records Act request or other requests for substantial photocopy services.
6. Delinquency Shut-Off. When water service is discontinued because of delinquency in payment of a bill, the service shall not be restored until the Customer has paid:
 - a. The amount of the unpaid bill,
 - b. \$25.00 door tag fee, and
 - c. A late payment penalty of \$100.00.

During the door-hanger period, termination of service may be avoided by payment of the unpaid bill and the \$25.00 door hanger fee. All of the forgoing fees must be paid in cash, cashier's check or money order only.

7. Change of Meter Size or Location. When a Customer requests a change of meter size or relocation of an existing meter or service connection for the Customer's convenience, the change will be made by the District and billed to the Customer at a time and materials costs.
8. Testing of Meters and Fire Flow. Meters will be tested upon request of the Customer and payment of the cost of the test and District staff's time at the hourly rate of \$47.00. If the meter is faulty, fees will be waived. Fire flows shall be tested upon request of the Customer and payment of a fee of \$156.00.
9. Backflow Tag Fee. All Customer backflow devices installed and tested, whether by the District or by a contractor, are assessed a \$25 tag fee.
10. Meter Re-read. A meter may be re-read upon request of the Customer. The first re-read will be performed at no charge. Each subsequent re-read will be subject to a charge of \$25.00.
11. Plan Check Fees for Water Systems Extensions. Any person required by this Ordinance to have plans checked shall deposit with the Elk Grove Water District the following fee or fees for the service:
 - a. Irrigation only: \$500.00
 - b. One lot, building unit, or EDU: \$500.00
 - c. Two to Nine lots, building units, or EDUs: \$2,000.00

d. Ten or more lots, building units, or EDUs: \$5,000.00

This deposit will serve as credit towards fees for plan check, inspection, engineering and administrative costs of the project and actual fees will be calculated on a time and material basis. Expenses incurred beyond the deposit will be billed monthly and the project will not be accepted by Elk Grove Water District until all outstanding balances have been paid. Credits not used after acceptance of a project shall be refunded to the project.

11. Construction and other temporary services. Rates for construction and other temporary water service rendered for street paving, grading and trench flooding, and water delivered to tank trucks from fire hydrants or other outlets for such purposes, are as follows:

Permits will be charged an installation and removal charge of \$194.00 and a weekly rental fee of \$50.00 for use of the District's equipment (e.g., meter; reduced pressure backflow device). Charges for water actually used will be billed at the non-residential rate.

The applicant for temporary service shall be required to deposit with the District the amount of \$2,000.00. Upon permit expiration, the Contractor should bring the water meter used for the permit into the District where a final meter reading will be collected. The District will determine if additional monies or a refund is due, and collect the amount or process a refund. If a refund is owed, a check will be prepared and mailed to the Contractor.

12. Fines for Violation. Any violation of this Ordinance shall be subject to a fine in the amount of \$100.00 for the first occurrence, \$200.00 for the second occurrence within one year and \$500.00 for each additional occurrence within one year.

December 19, 2018

TO: Chairperson and Directors of the Florin Resource Conservation District

FROM: Bruce M. Kamilos, Assistant General Manager

SUBJECT: **BACKYARD WATER MAINS REPLACEMENT PROJECT – ELK WAY CONTRACT**

RECOMMENDATION

It is recommended that the Florin Resource Conservation District Board of Directors authorize the General Manager to execute a construction contract in the amount of \$436,999.80 with Lund Construction Co. for the Backyard Water Mains Replacement Project – Elk Way.

SUMMARY

The Elk Grove Water District (EGWD) received bids for the Backyard Water Mains Replacement Project – Elk Way on December 6, 2018. Eleven (11) contractors submitted bids for the project. Lund Construction Co. was the lowest responsive, responsible bidder with a bid amount of \$436,999.80. The Florin Resource Conservation District (FRCD) Board of Directors (Board)-approved budget for the Backyard Water Mains Replacement project this fiscal year is \$734,000. The water main replacement on Elk Way is one of two backyard water main replacements scheduled for this year.

Staff recommends that the Board authorize the General Manager to execute the contract (Attached), in the amount of \$436,999.80, with Lund Construction Co. for the Backyard Water Mains Replacement Project – Elk Way.

DISCUSSION

Background

This year's approved capital improvement program (CIP) includes a project to begin replacing backyard water mains. The project replaces existing water mains located in the backyard public utilities easement with new water mains located in the rights-of-ways of the streets. The approved budget for the Backyard Water Main Replacements project this fiscal year is \$734,000. The water main replacement on Elk Way is one of two backyard water main replacements scheduled for this year.

BACKYARD WATER MAINS REPLACEMENT PROJECT – ELK WAY CONTRACT

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Present Situation

EGWD’s utility crews are presently working on another capital improvement project, the Service Line Replacements project. This project has taken longer than originally scheduled, and the length of the project is impacting other capital improvement work planned for this year. Consequently, EGWD staff bid out the Elk Way portion of the Backyard Water Main Replacements project. Staff received and opened eleven (11) bids on December 6, 2018 at 2:00 pm. Lund Construction Co. was the lowest responsive, responsible bidder for the project. The bids are summarized below.

	<u>Company Name</u>	<u>Bid Amount</u>
1	Lund Construction Co.	\$436,999.80
2	Martin General Engineering, Inc.	\$437,336.50
3	Caggiano General Engineering	\$456,935.00
4	Flowline Contractors	\$479,580.00
5	Civil Engineering Contractors	\$515,670.00
6	California Trenchless, Inc.	\$526,052.00
7	Soracco, Inc.	\$529,028.42
8	McGuire and Hester	\$551,835.00
9	Lamon Construction	\$584,227.00
10	C.E. Cox Engineering, Inc.	\$606,039.00
11	Rawles Engineering, Inc.	\$649,779.00
	<i>Engineer’s Estimate</i>	Less than \$600,000

The lowest responsive, responsible bid of \$436,999.80 is an amount that is competitive and not far from what EGWD would spend on the project using its own utility crews. However, the bid and EGWD’s own material and equipment costs indicate that costs are continuing to rise in the current construction climate, and that the overall project estimate will most likely have to be adjusted upward next fiscal year.

Staff recommends that the Board authorize the General Manager to execute a contract in the amount of \$436,999.80 with Lund Construction Co. for the Backyard Water Mains Replacement Project – Elk Way.

BACKYARD WATER MAINS REPLACEMENT PROJECT – ELK WAY CONTRACT

Page 3

ENVIRONMENTAL CONSIDERATIONS

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

STRATEGIC PLAN CONFORMITY

The recommendations made in this staff report conform to the FRCD/EGWD's 2012-2017 Strategic Plan. The Strategic Plan, under the Asset Management section, identifies the need to maintain and improve infrastructure related to the EGWD's water system. This project accomplishes this objective.

FINANCIAL SUMMARY

The financial impact of the contract for the Backyard Water Main Replacements Project, Elk Way is \$436,999.80. The funds for this project will be paid for from the approved fiscal year 2018/19 CIP reserve fund.

Respectfully submitted,



BRUCE M. KAMILOS
ASSISTANT GENERAL MANAGER

Attachment

FLORIN RESOURCE CONSERVATION DISTRICT

**BACKYARD WATER MAINS REPLACEMENT PROJECT
ELK WAY**

BID AND CONTRACT DOCUMENTS

(REVISED 11/27/18)

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FLORIN RESOURCE CONSERVATION DISTRICT
NOTICE INVITING BIDS

Backyard Water Mains Replacement Project
Elk Way

The Florin Resource Conservation District (“District”) will receive sealed bids for the Backyard Water Mains Replacement Project Elk Way at the office of the Elk Grove Water District no later than Thursday, December 6, 2018 at 2:00 PM at which time or thereafter said bids will be opened and read aloud. Bids received after this time will be returned unopened. Bids shall be valid for 60 calendar days after the bid opening date.

Work includes furnishing of all labor, materials, tax, equipment and services for the Backyard Water Mains Replacement Project Elk Way as outlined in the Specifications and Improvement Plans for this project.

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

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

A non-mandatory Pre-Bid Conference will be held at the job site located at the intersection of Elk Way and Emily Street in Elk Grove, California on Monday, November 26, 2018, at 2:00 pm. Bidders are encouraged to attend the Pre-Bid Conference. Bids will be accepted from any bidder who did not attend the Pre-Bid Conference.

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

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

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to

NOTICE INVITING BIDS

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

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

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

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

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

NOTICE INVITING BIDS

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

For further information, contact Bruce Kamilos, Project Manager, (916) 585-9385. The last date to submit questions shall be Monday, December 3, 2018. All questions must be submitted in accordance with the procedures set forth in the Information for Bidders.

NOTICE INVITING BIDS

FLORIN RESOURCE CONSERVATION DISTRICT

INSTRUCTIONS TO BIDDERS

1. AVAILABILITY OF CONTRACT DOCUMENTS

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

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

2. EXAMINATION OF CONTRACT DOCUMENTS

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

3. INTERPRETATION OF CONTRACT DOCUMENTS

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

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

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

INSTRUCTIONS TO BIDDERS

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

Each prospective bidder is responsible for fully acquainting itself with the conditions of the Project Site (which may include more than one site), as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project. To this end, a Pre-Bid Conference and Site Walk will be held on the October 14, 2014 at 10:00 a.m. as indicated in the Notice Inviting Bids.

5. **ADDENDA**

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

6. **ALTERNATE BIDS**

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

7. **COMPLETION OF BID FORMS**

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

INSTRUCTIONS TO BIDDERS

8. **MODIFICATIONS OF BIDS**

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

9. **DESIGNATION OF SUBCONTRACTORS**

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

10. **LICENSING REQUIREMENTS**

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

11. **SIGNING OF BIDS**

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

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising

INSTRUCTIONS TO BIDDERS

therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

12. BID GUARANTEE (BOND)

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

13. SUBMISSION OF SEALED BIDS

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

Bid of _____ (Bidder's Name)
for the Backyard Water Mains Replacement Project

14. DELIVERY AND OPENING OF BIDS

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

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

INSTRUCTIONS TO BIDDERS

15. WITHDRAWAL OF BID

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

16. BASIS OF AWARD; BALANCED BIDS

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

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

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

18. INSURANCE REQUIREMENTS

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

19. AWARD PROCESS

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

20. FILING OF BID PROTESTS

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

INSTRUCTIONS TO BIDDERS

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

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

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

21. WORKERS COMPENSATION

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

22. SUBSTITUTION OF SECURITY

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

23. PREVAILING WAGES

The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are on file and available at 2031 Howe Avenue Suite 100, Sacramento, CA 95825 or may be obtained online at <http://www.dir.ca.gov/dlsr>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s). All public works projects shall comply with the Department of Industrial Relations (DIR) prevailing wage monitoring requirements. The DIR compliance monitoring program requires all contractors and subcontractors (of any tier) to be registered with DIR prior to bidding on or entering into a contract for a public works project. **Each contractor submitting a bid must list on the Bid Schedule their DIR Public Works Contractor Registration number in the space provided. On the List of Subcontractors, the contractor must list the DIR registration number of all of its subcontractors in the space provided. Failure to provide this information may disqualify the contractor from the bid.** The contractor who is awarded the contract must electronically submit all certified payroll records to

INSTRUCTIONS TO BIDDERS

DIR during the course of the project. The District shall file a PWC-100 form electronically with DIR within five (5) days of the award of contract. The filing of the PWC-100 form initiates DIR to track the prevailing wage payments from the contractor and subcontractors. Further information can be found under the public works section of DIR's website at www.dir.ca.gov.

24. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

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

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

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

26. REQUEST FOR SUBSTITUTIONS

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

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

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

28. EXECUTION OF CONTRACT

As required herein the Bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The District may require appropriate evidence

INSTRUCTIONS TO BIDDERS

that the persons executing the Contract are duly empowered to do so.

END OF INSTRUCTION TO BIDDERS

INSTRUCTIONS TO BIDDERS

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BID FORM

NAME OF BIDDER: Lund Construction Co.

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

Backyard Water Mains Replacement Project – Elk Way

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

:

BID SCHEDULE

Item No.	Item Description	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization, Demobilization, Bonds and Insurance	1	LS	17,500.00	17,500.00
2	Traffic Control	1	LS	15,500.00	15,500.00
3	Erosion Control	1	LS	1,250.00	1,250.00
4	Sheeting, Shoring, and Bracing	1	LS	19,000.00	19,000.00
5	Install 8" PVC AWWA C900 Class 150 (DR18) Pipe by Open Cut	1,361	LF	115.00	156,515.00
6	Install Fire Hydrant Assembly (includes Gate Valve and Lateral Run, Regardless of Length)	2	EA	9,970.00	19,940.00
7	Connection to Existing Fire Hydrant Assembly (includes Gate Valve and Lateral Run, Regardless of Length)	1	EA	3,800.00	3,800.00
8	Install 8" Gate Valve and Box	11	EA	2,130.00	23,430.00
9	Install 1" Water Service	26	EA	4,430.00	115,180.00
10	Connection to Existing Water Main	2	EA	8,900.00	17,800.00
11A	Pavement Restoration (4" A/C Hot Mix, AR64-10) and Thermoplastic Striping	2,722	SF	5.90	16,059.80
11B	Pavement Restoration (1-1/2" Grind overlaid with 1-1/2" A/C Hot Mix, AR64-10) and Thermoplastic Striping	8,500	SF	3.65	31,025.00

Total Bid Amount (Sum of all contract services including bid items 1-11)

436,999.80

BID FORM

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

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

Bidder certifies that it is registered with the Department of Industrial Relations (DIR) to bid and contract on Public Works projects, and that all of its subcontractors that will be used on the project are registered with DIR to bid and work on Public Works projects. **Contractor's DIR Public Works Contractor Registration No. is** 1000005212.

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

Addenda No. 1 Addenda No. 3

Addenda No. 2 Addenda No. 4

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

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

Name of Bidder Lund Construction Co.

Signature 

Name and Title Kevin M. Lund , Vice President

Dated December 6, 2018

BID FORM

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

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

Name of Bidder Lund Construction Co.

• Signature 

Name Kevin M. Lund

Title Vice President

Dated December 6, 2018

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

BID BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated December 6, 20 18, for Backyard Water Mains Replacement Project – Elk Way.

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

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

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 30 day of November, 2018, the name and corporate seal of each corporation.

(Corporate Seal)

Lund Construction Co.
Principal

By Kevin M. Lund
Title VP

(Corporate Seal)

Western Surety Company
Surety

By Candace Diane Alicea
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title Candace Diane Alicea, Attorney-in-Fact

BID BOND

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jere M Owen, Maryanne Novak, Candace Diane Alicea, Kelley Rhea Johnson, Individually

of Sacramento, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of January, 2017.

WESTERN SURETY COMPANY



Paul T. Bruflat

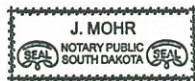
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 23rd day of January, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____, _____.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

ACKNOWLEDGMENT

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

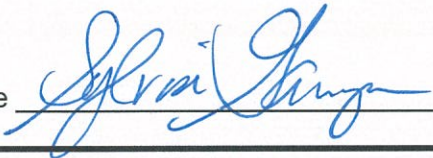
State of California
County of Sacramento)

On November 30, 2018 before me, Sylvia Garza - Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature 

(Seal)



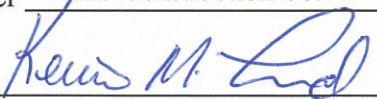
DESIGNATION OF SUBCONTRACTORS

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

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

Portion of Work	Subcontractor (include Contractor's License No. & DIR Public Works Contractor Registration No.)	Location of Business
Directional Boring	Welco Underground Construction 959913, 1000011655	Sacramento CA
AC Paving	Vintage Paving Company 709237, 1000000609	Winters CA

Name of Bidder Lund Construction Co.

• Signature 

Name and Title Kevin M. Lund, Vice President

Dated December 6, 2018

DESIGNATION OF SUBCONTRACTORS

INFORMATION REQUIRED OF BIDDERS

A. INFORMATION ABOUT BIDDER

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

1.0 Bidders Name and address: Lund Construction Co., 5302 Roseville Road North Highlands, CA
95660

2.0 Bidders telephone no.: (916) 344-5800

3.0 Bidders fax no. and email address: (916) 338-2725, KLund@LundConst.com

4.0 Contractor' State License No. and Expiration Date: : 342677, exp. 05/31/2020

5.0 Contractor's Primary classification: A

6.0 Contractor's Specialty classification: HAZ

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

N/A

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

Grading, wet and dry utilities.

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

No.

INFORMATION REQUIRED OF BIDDERS

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

No.

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

No.

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

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

1.0 Name of Project, and Owner: Rocklin Front Yard Main Relocation Project, Placer County Water Agency

2.0 Name, address and contact information for Owner: Jerry Shepard

144 Ferguson Rd., Auburn, CA 95603 (503) 823-4850

3.0 Brief description of work involved: Installation of water mains and services.

4.0 Contract amount: \$5,499,938.00

5.0 Date of Completion: 9/2016

6.0 Name of Project, and Owner: Highland Ave. & Rosa Vista Ave. Water Main Replacement Project
Citrus Heights Water District

7.0 Name, address and contact information for Owner: Paul Dietrich

6230 Sylvan Rd., Citrus Heights, CA 95611

8.0 Brief description of work involved: Installation of Water Mains & Services

INFORMATION REQUIRED OF BIDDERS

9.0 Contract amount: \$377,792.00

10.0 Date of Completion: 4/2018

11.0 Name of Project, and Owner: Graham Circle & Circuit Dr. Water Main Replacement Project
Citrus Heights Water District

12.0 Name, address and contact information for Owner: Paul Dietrich
6230 Sylvan Rd., Citrus Heights, CA 95611

13.0 Brief description of work involved: Installation of Water Mains & Services

14.0 Contract amount: \$497,499.50

15.0 Date of Completion: 8/2018

C. EQUIPMENT SUPPLIER LISTING

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

Section Number	Equipment Description	Manufacturer and/or Supplier
	Not Applicable	

D. VERIFICATION AND EXECUTION

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

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

Name of Bidder Kevin M. Lund

• Signature 

Company Name: Lund Construction Co.

INFORMATION REQUIRED OF BIDDERS

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

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

December 6, 2018
Date

Kevin M. Lund
Name

Vice President
Signatory Title

Lund Construction Co.
Company Name

342677
CA Contractor License No.

A
License Classification

05/31/2020
License Expiration Date

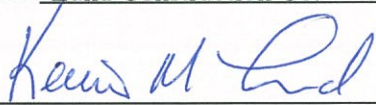
Signature:


NON-COLLUSION AFFIDAVIT

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

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

Name of Bidder Lund Construction Co.

• Signature 

Name Kevin M. Lund

Title Vice President

Dated December 6, 2018

CONTRACT

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

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

Backyard Water Mains Replacement Project – Elk Way

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

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

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

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

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

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

CONTRACT

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

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

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

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

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

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

CONTRACT

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electronically submit all certified payroll records to DIR during the course of the project. The District shall file a PWC-100 form electronically with DIR within five (5) days of the award of contract. The filing of the PWC-100 form initiates DIR to track the prevailing wage payments from the contractor and subcontractors. Further information can be found under the public works section of DIR's website at www.dir.ca.gov.

CONTRACT

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

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

CONTRACT

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

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

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

PERFORMANCE BOND

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

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

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

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

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

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

PERFORMANCE BOND

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

CONTRACTOR/PRINCIPAL

Name

By _____

SURETY:

By: _____
Attorney-In-Fact

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

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

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

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

PERFORMANCE BOND

STATE OF CALIFORNIA)
) ss.
DISTRICT OF _____)

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

Notary Public in and for said State

(SEAL)

Commission expires: _____

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

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL MEN BY THESE PRESENTS That

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

(the “Project”); and

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

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

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

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

PAYMENT BOND (LABOR AND MATERIALS)

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

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

(Corporate Seal of Principal,
if corporation)

Principal (Property Name of Contractor)

By _____
(Signature of Contractor)

(Seal of Surety)

Surety

By _____
Attorney in Fact

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

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

PAYMENT BOND (LABOR AND MATERIALS)

GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

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

GENERAL CONDITIONS

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

ARTICLE 2. CONTRACT DOCUMENTS

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

GENERAL CONDITIONS

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

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

ARTICLE 3. CONTRACTS DOCUMENTS: COPIES & MAINTENANCE

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

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

ARTICLE 4. DETAIL DRAWINGS AND INSTRUCTIONS

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

GENERAL CONDITIONS

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

ARTICLE 5. EXISTENCE OF UTILITIES AT THE WORK SITE

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

ARTICLE 6. SCHEDULE

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

GENERAL CONDITIONS

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

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

ARTICLE 7. SUBSTITUTIONS

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

GENERAL CONDITIONS

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

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

ARTICLE 8. SHOP DRAWINGS

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

GENERAL CONDITIONS

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

ARTICLE 9. SUBMITTALS

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

ARTICLE 10. MATERIALS

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

GENERAL CONDITIONS

ARTICLE 11. CONTRACTOR'S SUPERVISION

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

ARTICLE 12. WORKERS

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

ARTICLE 13. SUBCONTRACTORS

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

ARTICLE 14. PERMITS AND LICENSES

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

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

GENERAL CONDITIONS

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

ARTICLE 15. UTILITY USAGE

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

ARTICLE 16. INSPECTION FEES FOR PERMANENT UTILITIES

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

ARTICLE 17. TRENCHES

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

GENERAL CONDITIONS

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

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

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

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

ARTICLE 18. DIVERSION OF RECYCLABLE WASTE MATERIALS

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

ARTICLE 19. REMOVAL OF HAZARDOUS MATERIALS

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

GENERAL CONDITIONS

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

ARTICLE 20. SANITARY FACILITIES

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

ARTICLE 21. AIR POLLUTION CONTROL

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

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

ARTICLE 22. COMPLIANCE WITH STATE STORM WATER PERMIT

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

- a. **Consideration of Costs.** As stated in the Instruction to Bidders, it was the responsibility of the Contractor in preparing its bid to evaluate and include in the bid any costs for complying with the Permits.

GENERAL CONDITIONS

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

ARTICLE 23. CLEANING UP

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

ARTICLE 24. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out The Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense. Layout shall be done by a

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registered civil engineer Approved by the Engineer. Any required “as-built” drawings of the Work shall be prepared by the registered civil engineer.

ARTICLE 25. EXCESSIVE NOISE

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

ARTICLE 26. TESTS AND INSPECTIONS

- a. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority require any part of The Work to be tested or Approved, Contractor shall provide the Engineer at least two (2) working days notice of its readiness for observation or inspection. If inspection is by a public authority other than the District, Contractor shall promptly inform the District of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for District testing and District inspection shall be paid by the District. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.
- b. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor’s cost in compliance with the Contract Documents.
- c. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the District, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.
- d. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the District so that the District may arrange for testing

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at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into The Work.

- e. If the manufacture of materials to be inspected or tested will occur in a plant or location outside the geographic limits of District, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.
- f. Reexamination of Work may be ordered by the District. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the District shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

ARTICLE 27. PROTECTION OF WORK AND PROPERTY

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

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

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

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

ARTICLE 28. CONTRACTORS MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to Perform The Work. In no

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case shall the Contractor's means and methods deviate from commonly used industry standards.

ARTICLE 29. AUTHORIZED REPRESENTATIVES

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

ARTICLE 30. HOURS OF WORK

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

ARTICLE 31. PAYROLL RECORDS

- a. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor

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shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

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

ARTICLE 32. PREVAILING RATES OF WAGES

- a. The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the District.

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

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

ARTICLE 33. EMPLOYMENT OF APPRENTICES

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

ARTICLE 34. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY/EMPLOYMENT ELIGIBILITY

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

Employment Eligibility; Contractor. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are

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not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Contract, and shall not violate any such law at any time during the term of the Contract. Contractor shall avoid any violation of any such law during the term of this Contract by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the District or its representatives for inspection and copy at any time during normal business hours. The District shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.16 or any of its sub-sections.

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

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

ARTICLE 35. LABOR/EMPLOYMENT SAFETY

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

ARTICLE 36. WORKERS' COMPENSATION INSURANCE

The Contractor shall Provide, during the life of this Contract, workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Project site, and, in case any of sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or

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at the Project site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code. The Contractor shall file with the District certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the District, if in the form and coverage as set forth in the Contract Documents.

ARTICLE 37. EMPLOYER'S LIABILITY INSURANCE

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

ARTICLE 38. COMMERCIAL GENERAL LIABILITY INSURANCE

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

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- d. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.
- e. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions, relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the District may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.
- f. Such insurance shall comply with the provisions of Article 42 below.

ARTICLE 39. AUTOMOBILE LIABILITY INSURANCE

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

ARTICLE 40. FORM AND PROOF OF CARRIAGE OF INSURANCE

- a. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the District Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VIII. Insurance deductibles or self-insured retentions must be declared by the Contractor, and such deductibles and retentions shall have the prior written consent from the District. At the election of the District the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- b. Contractor shall cause its insurance carrier(s) to furnish the District with either 1) a properly executed original Certificates(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the District Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and

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effect. The District, its Director's and officers, employees, agents or representatives are named as Additional Insureds and Provide a Waiver of Subrogation in favor of those parties. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to the District prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the District may terminate or Stop Work pursuant to the Contract Documents, unless the District receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Project site, or commence operations under this Agreement until the District has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements or policies of insurance including all Endorsements and any and all other attachments as required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

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

ARTICLE 41. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- a. **Time for Completion/Liquidated Damages.** Work shall be commenced within ten (10) days of the date stated in the District's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The District is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the District's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the District (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If The Work is not completed as stated in the Contract Documents, it is understood that the District will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that

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Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each day of delay until The Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.

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

ARTICLE 42. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the District:

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

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

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

ARTICLE 43. MOBILIZATION

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

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

ARTICLE 44. PAYMENTS

- a. The District shall make monthly progress payments following receipt of undisputed and properly submitted payment requests. Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of Work performed up to the last day of the previous month, less the aggregate of previous payments.
- b. The Contractor shall, after the full completion of The Work, submit a final payment application. All prior progress estimates shall be subject to correction in the final estimate and payment.
- c. Unless otherwise required by law, the final payment of five percent (5%) of the value of the Work, if unencumbered, shall be paid no later than sixty (60) Days after the date of recordation of the Notice of Completion.
- d. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the District arising from this Contract.
- e. Payments to the Contractor shall not be construed to be an acceptance of any defective work or improper materials, or to relieve the Contractor of its obligations under the Contract Documents.
- f. The Contractor shall submit with each payment request the Contractor's conditional waiver of lien for the entire amount covered by such payment request, as well as a valid unconditional waiver of lien from the Contractor and all subcontractors and materialmen for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code Section 3262. Prior to final payment by the District, the Contractor shall submit a final waiver of lien for the Contractor's work, together with releases of lien from any subcontractor or materialmen.

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ARTICLE 45. PAYMENTS WITHHELD AND BACKCHARGES

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

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

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

ARTICLE 46. CHANGES AND EXTRA WORK

- a. **Change Order Work.**
 - 1) The District, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, the Contract amount and Contract time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract amount or the Contract time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.

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- 2) All claims for additional compensation to the Contractor shall be presented in writing before the expense is incurred and will be adjusted as provided herein. No work shall be allowed to lag pending such adjustment, but shall be promptly executed as directed, even if a dispute arises. No claim will be considered after the work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by Contractor. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions and provisions of the original Contract.
- 3) Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract time, within seven (7) Days after receipt of a scope of a proposed change order, unless the District requests that proposals be submitted in less than seven (7) Days.
- 4) Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.
- 5) Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the District.
- 6) Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the District.
- 7) If the Contractor fails to submit the cost proposal within the seven (7) Day period (or as requested), the District has the right to order the Contractor in writing to commence the work immediately on a force account basis and/or issue a lump sum change to the contract price in accordance with the District's estimate of cost. If the change is issued based on the District estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the District's estimate was in error.
- 8) Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:
 - (a) Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done,

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plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

- (b) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials cost shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the Engineer shall determine the materials cost, at its sole discretion.
- (c) Tool and Equipment Use. No payment will be made for the use of small tools, tools which have a replacement value of \$1,000 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.
- (d) Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:
 - i. "Net Cost" is defined as consisting of costs of labor, materials and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up.
 - ii. For Work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work.
 - iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work to which the Contractor may add five (5%) percent of the subcontractor's Net Cost.
 - iv. For Work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the Net Cost for Work to which the subcontractor and general contractor

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may each add an additional five (5 %) percent of the Net Cost of the lower tier subcontractor.

- iv. No additional mark up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by District exceed twenty-five (25%) percent of the Net Cost as defined herein.
- 9) For added or deducted Work by subcontractors, the Contractor shall furnish to the District the subcontractor's signed detailed estimate of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.
- 10) For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the District a detailed estimate or quotation of the cost to the Contractor, signed by such vendor or supplier.
- 11) Any change in The Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.
- 12) Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the change order for work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the District's change order form in an attempt to reserve additional rights.
- 13) If the District disagrees with the proposal submitted by Contractor, it will notify the Contractor and the District will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the District, a change order will be issued by the District. If no agreement can be reached, the District shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the District within fifteen (15) Days of the issuance of the unilateral change order, disputing the terms of the unilateral change order.
- 14) No dispute, disagreement or failure of the parties to reach agreement on the terms of the change order shall relieve the Contractor from the obligation to proceed with performance of the work, including extra work, promptly and expeditiously.

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- 15) Any alterations, extensions of time, extra work or any other changes may be made without securing consent of the Contractor's surety or sureties.

ARTICLE 47. OCCUPANCY

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

ARTICLE 48. INDEMNIFICATION

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

ARTICLE 49. RECORD ("AS BUILT") DRAWINGS

- a. Contractor shall prepare and maintain a complete set of record drawings (herein referred to as "as-builts") and shall require each trade to prepare its own as-builts. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire alarm, gas and plumbing. Contractor shall mark the as-builts to show the actual installation where the installation varies from the Work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and where shop drawings are used, Contractor must record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a

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later date. Contractor shall use colors to distinguish variations in separate categories of The Work.

- b. Contractor shall note related change order numbers where applicable. Contractor shall organize as-builts into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set. Contractor to also provide an electronic version of the as-builts. The suitability of the as-builts will be determined by the Engineer.

ARTICLE 50. RESOLUTION OF CLAIMS

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

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

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

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

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

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

If Contractor disputes District’s written statement as to of any portion of the claim, or if District fails to respond within the specified time period, Contractor may demand in writing an informal conference to meet and confer for settlement of the dispute. Upon receipt of such demand by registered mail or certified mail, return receipt requested, District shall schedule a meet and confer conference within thirty (30) days, to settle the dispute. Within ten (10) business days of the conclusion of the meet and confer conference, District shall provide Contractor with a

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written statement identifying the portion and amount of the claim that remains in dispute, if any. If District does not respond within the required time period, the entire claim shall be deemed to remain in dispute. District shall pay any portion of the claim that is undisputed after the conference within sixty (60) days of District issuing the written statement.

Any portion of the claim that remains disputed, as identified by the Contractor in writing, shall be submitted to nonbinding mediation. The Parties shall mutually agree on a mediator within ten (10) business days of the Contractor identifying the disputed portion of the claim in writing. If the Parties cannot agree upon a mediator, each Party shall select a mediator, and those mediators shall then select a qualified neutral third party to mediate. Each Party shall bear the fees and costs charged by its respective mediator, and the parties shall share all other fees and costs associated with the mediation equally. The parties may mutually agree, in writing, to waive mediation. If mediation is unsuccessful, civil litigation may be commenced, subject to all applicable laws and provisions of this Contract, including any obligation to arbitrate disputes. Unless otherwise agreed to by the Parties in writing, this mediation shall excuse any further obligation to mediate under Public Contract Code Section 20104.4. As used herein, "mediation" means any nonbinding process in which an independent third party assists the Parties in dispute resolution through negotiation or issuance of an evaluation.

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

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

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

ARTICLE 51. DISTRICT'S RIGHT TO TERMINATE CONTRACT

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

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disregard laws, ordinances, other requirements or instructions of the District; or (ix) should violate any of the provisions of the Contract Documents.

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

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

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

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

- 1) Stop Work as specified in the Notice.
- 2) Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
- 3) Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
- 4) Terminate all subcontracts to the extent that they relate to the portions of The Work terminated.
- 5) Place no further subcontracts or orders, except as necessary to complete the remaining portion of The Work.

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

ARTICLE 52. WARRANTY AND GUARANTEE

- a. Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents; and that all Work conforms to the Contract Document requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.
- b. Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for one year.
- c. The Contractor shall remedy at its expense any damage to District-owned or controlled real or personal property.
- d. Contractor shall furnish the District with all warranty and guarantee documents prior to final Acceptance of the Project by the District.
- e. The District shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the county shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense.
- f. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the

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Contract requirements, the District may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.

- g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under this Contract, the Contractor shall:
 - 1) Obtain for District all warranties that would be given in normal commercial practice;
 - 2) Require all warranties to be executed, in writing, for the benefit of the District; and
 - 3) Enforce all warranties for the benefit of the District, unless otherwise directed in writing by the District.

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

ARTICLE 53. DOCUMENT RETENTION & EXAMINATION

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

ARTICLE 54. SOILS INVESTIGATIONS

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

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ARTICLE 55. SEPARATE CONTRACTS

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

ARTICLE 56. NOTICE AND SERVICE THEREOF

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

ARTICLE 57. NOTICE OF THIRD PARTY CLAIMS

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

ARTICLE 58. STATE LICENSE BOARD NOTICE.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding

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a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

ARTICLE 59. INTEGRATION

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

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

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

ARTICLE 61. ASSIGNMENT OF ANTITRUST ACTIONS

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

ARTICLE 62. PROHIBITED INTERESTS

No District official or representative who is authorized in such capacity and on behalf of the District to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material

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supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

ARTICLE 63. LAWS AND REGULATIONS

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

ARTICLE 64. PATENT FEES OR ROYALTIES.

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

ARTICLE 65. OWNERSHIP OF DRAWING

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

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ARTICLE 66. NOTICE OF TAXABLE POSSESSORY INTEREST

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

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

ARTICLE 67. VALUE ENGINEERING CHANGE PROPOSALS (VECP)

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

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

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

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

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

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

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

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

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

SPECIAL CONDITIONS

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

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

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

SPECIAL CONDITIONS

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TECHNICAL SPECIFICATIONS

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

IMPROVEMENT PLANS

FOR BACKYARD WATER MAINS REPLACEMENT PROJECT – ELK WAY
(5 SHEETS TOTAL)

TECHNICAL SPECIFICATIONS

BACKYARD WATER MAINS REPLACEMENT PROJECT

December 19, 2018

TO: Chairperson and Directors of the Florin Resource Conservation District

FROM: Stefani Phillips, Board Secretary

SUBJECT: **NOMINATIONS FOR MEMBERSHIP ON SACRAMENTO LOCAL AGENCY FORMATION COMMISSION SPECIAL DISTRICT ADVISORY COMMITTEE**

RECOMMENDATION

It is recommended that the Florin Resource Conservation District Board of Directors consider nominating a director for Sacramento Local Agency Formation Commission Special District Advisory Committee.

SUMMARY

Sacramento Local Agency Formation Commission (LAFCo) Special District Advisory Committee (SDAC) will have seven (7) vacant seats for Office "B", which will serve the two (2) year term from January 2019 through December 2020. Nominations are being requested and new members will be selected by the SDAC Sub-committee, subject to confirmation by LAFCo.

By this action, if inclined, the Florin Resource Conservation District (FRCD) Board of Directors (Board) may nominate a director for the LAFCo SDAC.

DISCUSSION

Background

The SDAC has 17 members, comprised of the two (2) LAFCo Special District Commissioners, the Alternate Special District Commissioner, and representatives from recreation and park, fire, water, flood control, cemetery, and other types of special districts. SDAC members serve two (2) year terms without compensation. SDAC meetings are held quarterly on the fifth Tuesday, or as needed.

Present Situation

SDAC's Office "B" has seven (7) vacant seats for the upcoming term, January 2019 through December 2020. Deadline of the SDAC Nomination Form is January 10, 2019.

Staff recommends the Board consider this item and provide direction.

AGENDA ITEM No. 9

December 19, 2018

**NOMINATIONS FOR MEMBERSHIP ON SACRAMENTO LOCAL AGENCY
FORMATION COMMISSION SPECIAL DISTRICT ADVISORY COMMITTEE**

Page 2

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

Serving as committee members of the LAFCo SDAC complies with the FRCD/Elk Grove Water District 2012-2017 Strategic Plan.

FINANCIAL SUMMARY

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

Respectfully Submitted,



STEFANI PHILLIPS,
BOARD SECRETARY

December 19, 2018

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

RECOMMENDATION

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

SUMMARY

The Outside Agency Meetings Report has been recently requested by the Florin Resource Conservation District (FRCD) Board of Directors (Board) and will be included as a standing item on the regular board meeting agenda.

Staff and Board Members attended numerous outside agency meetings since the last regular board meeting. This report is intended to inform the Board of any content included in those meetings that potentially affects the Elk Grove Water District (EGWD).

DISCUSSION

Background

Per the Board's direction during the February 21, 2018 board meeting, staff will report 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 the staff or Board Members in attendance.

Present Situation

The notable outside agency meetings attended since October 17, 2018 were as follows:

11/1	RWA Lobbyist Mtg	(Jones)
11/6	RWA Public Outreach Meeting	(Jones)
11/13	RWEPAC Meeting	(Jones)
11/14	SCGA Meeting	(Madison, Kamilos)
11/20	RWA Assistant Support Connection Group	(Phillips)

OUTSIDE AGENCY MEETINGS REPORT

Page 2

11/25 – 11/29	ACWA/JPIA and ACWA Conference	(Nelson, Madison, Kamilos, Jones, Phillips, Kavert)
12/4	RWA Public Outreach Meeting	(Jones)
12/12	SCGA Meeting	(Madison, Kamilos)

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

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

The District's Strategic Plan addresses responsible business practices and the importance of providing the community with safe drinking water. Specifically, the Plan recommends an ongoing goal of partnering with RWA and other regional organizations. Attendance at these meetings, and this monthly report, assists the District in maintaining sound business practices, delivering safe drinking water, and meeting all regulatory and legal requirements.

FINANCIAL SUMMARY

There is no financial impact associated with this report.

Respectfully Submitted,



MARK J. MADISON
GENERAL MANAGER

MJM/mm

December 19, 2018

TO: Chairperson and Directors of the Florin Resource Conservation District
FROM: Sarah Jones, Program Manager
SUBJECT: **LEGISLATIVE UPDATE**

RECOMMENDATION

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

SUMMARY

Federal drinking water regulations and legislation is discussed along with the newly passed California state law, the Water Shut-off Protection Act, (SB 998 Dodd).

DISCUSSION

Background

The Board is periodically updated on legislative and regulatory water issues.

Present Situation

Revised Definition of "Waters of the United States" (WOTUS)

Final: Early 2019

A February 28, 2017 Executive Order directed the Environmental Protection Agency (EPA) and the U.S. Army Corps of Engineers (USACE) to review the existing (2015) Clean Water Rule and submit a proposal for rescinding or revising the rule. The agencies proposed a new rule on December 11, 2018 to newly define the Waters of the U.S. (WOTUS) and replace the 2015 Clean Water Rule altogether. Due to some district courts issuing stays on the Clean Water Rule and other courts still reviewing suits, the 2015 rule is now in effect in 26 states. Critics, including some in the farming community, have complained that the rule restricted how they could use their land and had a negative economic impact on their business. The new rule must go through a mandatory 60-day public comment period.

Perchlorate drinking water regulation

Final: December, 2019 (per consent decree)

LEGISLATIVE UPDATE

Page 2

A consent decree required EPA to propose a maximum contaminant level (MCL) for perchlorate by October 31, 2018. EPA filed a motion August 30, 2018 requesting a 90-day extension. If granted, EPA would have until April 30, 2019 to propose a rule. As of November 6, the courts have yet to make a determination regarding this request. As written in the consent decree, EPA is automatically given an extension of up to 90 days, or until the courts make a ruling. This automatic extension can only be used once.

Lead and Copper Rule (LCR): Regulatory Revisions

Final: unknown

EPA is developing proposed regulatory revisions and supporting materials taking into consideration recommendations of the National Drinking Water Advisory Council (NDWAC) and lessons learned from recent events in Flint, MI. The proposed rule is expected to be announced in February 2019.

National Primary Drinking Water Regulations: Group Regulation of Carcinogenic Volatile Organic Compound (VOCs)

Final: December 2023 (projected)

On February 2, 2011, EPA announced plans to develop a single National Drinking Water Regulation covering up to 16 carcinogenic VOCs. According to the 2018 Unified Agenda, EPA intends to propose a regulation to address carcinogenic VOC contaminants as a group, rather than individually, in order to provide public health protections more quickly and also to allow utilities to more effectively and efficiently plan for improvements. EPA will evaluate the health effects of carcinogenic VOCs, the feasibility of treatment, the affordability of treatment for small systems, and the costs and the benefits (as part of the Health Risk Reduction Cost Analysis).

Regulations Implementing Section 1417 of the Safe Drinking Water Act: Prohibition on Use of Lead Pipes, Solder, and Flux

Final: June 2019

EPA proposes to make conforming changes to existing regulations based on the Reduction of Lead in Drinking Water Act (RLDWA) and the Community Fire Safety Act enacted by Congress. The proposed regulation would modify the definition of lead free plumbing products (e.g., pipes, fittings and fixtures) to conform to the statute enacted by Congress that prohibits a lead content level above 0.25%. The proposal also includes labeling requirements that will allow users of these products to identify plumbing devices that meet the new "lead free" definition. Labeling will reduce the likelihood that non-lead free products are used in plumbing that is intended for drinking water use. Additionally, the proposal

LEGISLATIVE UPDATE

Page 3

includes requirements for manufacturers to certify that they are meeting these new requirements.

Drinking Water System Improvement Act (WIIN) – this legislation amends the Safe Drinking Water Act to improve public water systems and enhance compliance.

Democrat Feinstein and Republican House Majority Leader Kevin McCarthy are seeking to extend the five-year law for an additional seven years through a rider in the federal budget deal. The federal spending package is currently tied up with such competing proposals as President Trump’s border wall. Provisions affecting California include \$670 million for new water storage projects. That would likely include a controversial plan to raise Shasta Dam in Northern California about 18.5 feet. The more-than-600-foot dam impounds the state’s largest reservoir, and agricultural interests have been pushing to expand it for years. It would also continue to allow more water to be moved from Northern California to the drier southern part of the state.

SB 998 (Dodd) Water service shut-offs. Despite a concerted effort by ACWA and other coalition stakeholders, SB 998 passed in both houses of the legislature and was signed by Governor Brown. The Water Shutoff Protection Act seeks to minimize the number of Californians who lose access to water service due to their inability to pay water charges by restricting how water agencies discontinue residential water service. The bill’s restrictions apply to all public water systems supplying water to more than 200 service connections. The restrictions will go into effect on April 1, 2020, the restrictions for all water systems with more than 200 service connections.

ACWA held a panel discussion regarding the recently passed “water shut off bill,” (SB 998, Dodd) at their fall conference. One major concern is the timeline for implementation which would likely require agencies to budget for the transition for the 18/19 fiscal year before knowing the financial impacts of complying with the law. Restricting water flow was brought as an option for agency compliance to deal with customers who are delinquent, however the panel consensus is that this may be a matter that is legislated in the future. The proposition 218 discrepancies were discussed along with the possibility of litigation to postpone or overturn the law, which is deemed burdensome and unnecessary by many water agencies.

Among other requirements, under SB 998, water systems must:

- Create a written policy on discontinuation of residential service for nonpayment which includes a plan for deferred or reduced payments, alternative payment schedules, and formal appeal procedures;

LEGISLATIVE UPDATE

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- Translate the policy into English, Spanish, Chinese, Tagalog, Vietnamese, Korean, and any other language spoken by at least 10 percent of the people residing in the service area;
- Post the policy on the water system’s website or provide the policy in writing to customers upon request;
- Not discontinue residential service for nonpayment until the water bill is delinquent for at least 60 days;
- Contact the residential water customer at least seven days before discontinuation of water service to offer options to avert discontinuation of residential water service;
- Not discontinue residential water service for nonpayment if: the customer or customer’s tenant demonstrates that the discontinuation of water service is life threatening, or poses a threat to the health and safety of, a resident of the premises; the customer meets certain low-income qualifications (see bullet below); and the customer is willing to enter into an alternative payment schedule or other agreement pursuant to the written policy discussed above;
- The bill would require an urban and community water system to waive interest charges on delinquent bills for, and would limit the amount of a reconnection of service fee imposed on, a residential customer who demonstrates, as prescribed, to the urban and community water system household income below 200% of the federal poverty line.
- Limit service reconnection fees for low-income customers to \$50 during business hours and \$150 during nonoperational hours, or the actual cost of reconnection if the actual cost is lower; and
- Waive interest charges on delinquent bills once every 12 months for low-income customers. Water systems may proceed with discontinuation of water service for nonpayment only after the customer: (1) fails to comply with an alternative payment arrangement for delinquent charges for 60 days or more; or (2) while undertaking the alternative payment arrangement for delinquent charges, the customer does not pay his or her current residential service charges for 60 days or more.

LEGISLATIVE UPDATE

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ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

Tracking active legislation complies with the District's Regulatory Compliance goals of the 2012-2017 Strategic Plan.

FINANCIAL SUMMARY

There is no direct financial impact associated with this report.

Respectfully submitted,



SARAH JONES
PROGRAM MANAGER

December 19, 2018

TO: Chairperson and Directors of the Florin Resource Conservation District

FROM: Mark J. Madison, General Manager

SUBJECT: **AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR INTERIM GENERAL COUNSEL SERVICES BETWEEN THE FLORIN RESOURCE CONSERVATION DISTRICT AND THE NOSKY LEGAL GROUP**

RECOMMENDATION

It is recommended that the Florin Resource Conservation District Board of Directors authorize the General Manager to execute an amendment to the Professional Services Agreement, between the Florin Resource Conservation District and Nosky Legal Group, for Interim General Counsel Services to be provided to the Florin Resource Conservation District and Elk Grove Water District.

SUMMARY

On June 20, 2018, the Florin Resource Conservation District (FRCD) Board of Directors approved the attached agreement (Attachment 1) with the Nosky Legal Group to provide interim General Counsel services to the Florin Resource Conservation District (FRCD). This agreement was for a term of six months which ends on December 20, 2018.

It is recommended that this interim agreement be extended, and modified, to include a provision for the agreement to automatically renew for additional one-year terms unless either party provides written notice to the other party at least thirty (30) days prior to the conclusion of the then-current term of the agreement.

By this action, if approved, the FRCD Board would authorize the General Manager to execute the attached amendment (Attachment 2) to the professional services agreement with the Nosky Legal Group to provide extended interim General Counsel legal services.

DISCUSSION

Background

On June 20, 2018, the FRCD Board of Directors approved an agreement with the Nosky Legal Group to provide interim General Counsel services to the FRCD. This agreement was for a term of six months which ends on December 20, 2018.

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR INTERIM
GENERAL COUNSEL SERVICES BETWEEN THE FLORIN RESOURCE
CONSERVATION DISTRICT AND THE NOSKY LEGAL GROUP**

Page 2

When executed, this agreement was anticipated to be an interim arrangement whereby Mr. Nosky would provide legal support while the FRCD sought a long-term arrangement with a legal firm(s), possibly including the Nosky Legal Group.

Present Situation

At this time, the FRCD has not explored other legal firms. For this reason, and because the current interim agreement is scheduled to terminate on December 20, 2018, it is recommended that the current interim agreement be extended.

It is also recommended that the agreement be modified to include an automatic renewal provision. This provision would allow the agreement to automatically renew for additional one-year terms unless either party provides written notice to the other party at least thirty (30) days prior to the conclusion of the then-current term of the agreement.

As was previously indicated when the interim agreement was initially considered by the Board, the process undertaken to solicit and retain the Nosky Legal Group complied with the FRCD's Policy No. 17 Legal Counsel (Resolution No. 09.23.09.01). It should also be noted that this process does not conflict with the District's Professional and Consultant Services Agreements Policy (Resolution No. 11.14.18.03), which prescribes the solicitation process for professional services, as that policy specifically excludes legal counsel from the definition of "professional services."

ENVIRONMENTAL CONSIDERATIONS

Environmental considerations are not applicable to this agreement.

STRATEGIC PLAN CONFORMITY

The proposed agreement complies with the Florin Resource Conservation District/Elk Grove Water District 2012-2017 Strategic Plan by providing the FRCD with ongoing, qualified legal counsel to support its sound business practices and succession planning.

December 19, 2018

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR INTERIM
GENERAL COUNSEL SERVICES BETWEEN THE FLORIN RESOURCE
CONSERVATION DISTRICT AND THE NOSKY LEGAL GROUP**

Page 3

FINANCIAL SUMMARY

The financial terms of this agreement are specified in the original proposal and agreement. This agreement does not contain a not-to-exceed amount as the scope of work is undefined.

Respectfully submitted,



MARK J. MADISON, P.E.
GENERAL MANAGER

Attachments



NOSKY LEGAL GROUP

2805 Porter Street, Soquel, CA 95073

(831) 687-8430

www.noskylegal.com

June 11, 2018

VIA EMAIL (mmadison@egwd.org)

Mark Madison
General Manager
Elk Grove Water District
9257 Elk Grove Blvd.
Elk Grove, CA 95624

Re: Proposal for Interim General Counsel Services

Dear Mr. Madison:

In the event that the District needs the services of an interim general counsel, NLG proposes to serve in that role for as long as required at the rate of \$250 per hour for work performed and \$100 per hour for travel time (excluding regular board meetings). For regular monthly board meetings, we propose a flat fee of \$650, inclusive of travel time. We are amenable to discussing alternative billing methods, including a set monthly retainer, should this arrangement evolve into something more long term.

We look forward to working with you and will forward a draft agreement when appropriate.

Sincerely,

NOSKY LEGAL GROUP
Richard E. Nosky, Jr.
Principal

REN/ml

AGREEMENT FOR INTERIM GENERAL COUNSEL SERVICES

This Agreement is entered into this 20th day of June 2018 ("Agreement"), by and between the **Florin Resource Conservation District**, a California special district authorized under Division 9 of the California Public Resources Code ("District") and Richard E. Nosky, Jr., a sole proprietor doing business as **Nosky Legal Group** ("Firm"), collectively referred to as the "Parties."

NOW, THEREFORE, the Parties do hereby agree as follows:

1. **Scope of Services.** Firm has been retained to serve as Interim General Counsel for District, with Richard E. Nosky specifically serving in that role. In addition, Firm shall represent District in other matters as District may assign. As Interim General Counsel, the duties and scope of representation shall include, but not be limited to, the following:
 - A. Attending meetings of the District and its duly elected officials and appointed committees, for which attendance is requested by the Board President or General Manager, unless excused.
 - B. Prepare or approve as to legal form all resolutions, ordinances, contracts, agreements or other legal documents or any other matters that are referred for legal advice, review or handling during the term of this Agreement.
 - C. Provide legal advice on behalf of the District to Board members, the General Manager or other designated personnel as requested
 - D. Monitor and advise the Board of Directors and staff of legislation and case law affecting the District as requested.
 - E. Monitor the activities of any special counsel retained by District as requested.
 - F. Provide conflict of interest assistance to the Board of Directors and General Manager on behalf of the District and assist board members and staff in seeking advice from the appropriate state and local authorities on such matters.
2. **Term.** This Agreement shall be effective on June 20, 2018 and shall continue thereafter for six months, unless earlier terminated in accordance with the terms herein.
3. **Billing Procedures and Rates.** Firm shall prepare an itemized monthly billing statement on or about the first day of each month. District shall review Firm's itemized statement and approve payment of authorized charges to Firm as promptly as possible. Firm shall keep time records in one-tenth hour increments. District agrees to pay Firm at the rates listed in Exhibit A herein. These rates may be adjusted periodically upon the mutual agreement of the Parties. District shall pay the amount due on all invoices within 30 days.
4. **Costs.** Firm shall be reimbursed for all out of pocket expenses advanced by Firm. Said costs and expenses shall include, but not be limited to, filing fees, transcriptions, mileage, travel expenses, parking, copying costs and other related costs. All such costs shall be submitted to District for approval as part of the monthly billing statement.

If to District: FRCD
Attn: Mark Madison
General Manager
9257 Elk Grove Blvd.
Elk Grove, CA 95624

IN WITNESS WHEREOF, this Agreement is signed and entered into by the Parties on this 20th day of June 2018.

Dated: 6-20-, 2018

Florin Resource Conservation District



Mark Madison, General Manager

Dated: 6-20, 2018

Nosky Legal Group



Richard E. Nosky, Jr. Principal

**EXHIBIT A
RATES AND COSTS**

Interim General Counsel Services

Richard E. Nosky \$250 per hour
 \$650 flat fee for Regularly Scheduled Board Meetings

Billing Method

Firm issues billing statement once a month with complete listing of all services rendered and costs advanced as follows:

Copies: AT COST
Mileage: \$0.545 per mile
Travel time: \$100 per hour (excluding regular board meetings)
Postage and out of
pocket expenses: AT COST
Travel (non-local air): AT COST

FIRST AMENDMENT TO AGREEMENT FOR INTERIM GENERAL COUNSEL SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR INTERIM GENERAL COUNSEL SERVICES ("Amendment"), is made and entered into this 19th day of December, 2018 by and between the Florin Resource Conservation District, a California special district authorized under Division 9 of the California Public Resources Code ("District") and Richard E. Nosky, Jr., a sole proprietor doing business as Nosky Legal Group ("Firm"), collectively referred to as the "Parties."

RECITALS:

A. The Parties previously entered into an Agreement for Interim General Counsel Services (the "Agreement") on June 20, 2018; and

B. The Parties wish to amend the Agreement to extend its term as documented below.

NOW, THEREFORE, it is mutually agreed that the Agreement shall be amended as follows:

1. Section 2 of the Agreement shall now read:

Term. This Agreement shall be effective on June 20, 2018 and shall expire on July 1, 2019, unless earlier terminated in accordance with the terms herein. This Agreement shall renew automatically for additional one-year terms ("Renewal Term") unless either party provides written notice to the other party at least thirty (30) days prior to the conclusion of the then current term of its intention not to renew. For purposes of this Agreement, the use of "Term" shall be deemed to include the Initial Term and any Renewal Term pursuant to the terms of this Section 2.

2. If any provision contained in this Amendment conflicts with any provision in the Agreement, the provision contained in this Amendment shall govern and control.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates stated below.

FLORIN RESOURCE CONSERVATION DISTRICT ("DISTRICT")

NOSKY LEGAL GROUP ("FIRM")

Mark Madison, General Manager

Richard Nosky, Principal

Date: _____

Date: _____