



## BOARD OF DIRECTORS

Raynette Gregory, President                      Anthony Kalvans, Vice-President  
 Ward Roney, Director                              Hector Palafox, Director                      Ashley Sangster, Director

## REGULAR MEETING AGENDA 6:00 P.M. Closed Session 7:00 P.M. Opened Session SMCS D Boardroom 10-28-2021

### IMPORTANT NOTICE REGARDING COVID-19 AND TELECONFERENCE MEETINGS:

To minimize the spread of the Corona Virus, please note the following changes to the District's ordinary meeting procedures:

- The District offices are not opened to the public at this time, please call 805-467-3388
- The Meeting will be conducted with social distancing observed.
- All members of the public seeking to observe and comment to the local legislative body may do so in person or telephonically/email in the manner described below.

### HOW TO SUBMIT PUBLIC COMMENT IF NOT ATTENDING MEETING:

**Written / Read Aloud:** Please email your comments to [tamara.parent@sanmiguelcsd.org](mailto:tamara.parent@sanmiguelcsd.org) (Board Clerk), write "Public Comment" in the subject line. In the body of the email, include the agenda item number and title, as well as your comments. If you would like your comment to be read aloud at the meeting (keep to three minutes) prominently write "Read Aloud at Meeting" at the top of your email. All comments received before 4:00 PM the day of the meeting will be included as agenda supplement on the District's website under relevant meeting date and will be provided to the Board of Directors.

**Voice Mail:** Leave a message on the District phone line at 805-467-3388 after 4:30pm before 4:30pm District Staff will take down message. Voice "Public Comment" at beginning of message and include agenda item number and title. All comments received before 4:00 PM the day of the meeting will be included as agenda supplement on the District's website under relevant meeting date and will be provided to the Board of Directors.

### PUBLIC RECORD

Public records that relate to any item on the open session agenda for a meeting are available for public inspection. Those records that are distributed after the agenda posting deadline for the meeting are available for public inspection at the same time, they are distributed to all of the members of the Board. The documents may also be obtained by calling the District Board Clerk.

Please see: [www.sanmiguelcsd.org](http://www.sanmiguelcsd.org)

**Cell Phones:** As a courtesy to others, please silence your cell phone or pager during the meeting and engage in conversations outside the Boardroom.

**Americans with Disabilities Act:** If you need special assistance to participate in this meeting, please contact the CSD Clerk at (805) 467-3388. Notification 48 hours in advance will enable the CSD to make reasonable arrangements to ensure accessibility to this meeting. Assisted listening devices are available for the hearing impaired.

**Public Comment:** please see notice. Sign in sheet at podium for public comment. Comments are **limited to three minutes**, unless you have registered your organization with CSD Clerk prior to the meeting. Please complete a “Request to Speak” form located at the podium in the boardroom in order to address the Board of Directors on any agenda item. If you wish to speak on an item not on the agenda, you may do so under item VII “Public Comment and Communications for items not on the agenda”. Any member of the public may address the Board of Directors on items on the Consent Calendar. Please complete a “Request to Speak” form as noted above and mark which item number you wish to address.

**Meeting Schedule:** Regular Board of Director meetings are generally held in the SMCSO Boardroom on the fourth Thursday of each month at 7:00 P.M. Agendas are also posted at: [www.sanmiguelcsd.org](http://www.sanmiguelcsd.org)

**Agendas:** Agenda packets are available for public inspection 72 hours prior to the scheduled meeting at the Counter/ San Miguel CSD office located at 1150 Mission St., San Miguel, during normal business hours. Any agenda-related writings or documents provided to a majority of the Board of Directors after distribution of the agenda packet are available for public inspection at the same time at the counter/ San Miguel CSD office at 1150 Mission St., San Miguel, during normal business hours.

- I. **Call to Order: 6:00 PM**
- II. **Pledge of Allegiance:**
- III. **Roll Call: Gregory\_\_\_ Kalvans\_\_\_ Roney\_\_\_ Palafox\_\_\_ Sangster\_\_\_**
- IV. **Approval of Regular Meeting Agenda:**

M\_\_\_\_\_ S\_\_\_\_\_ V\_\_\_\_\_

V. **ADJOURN TO CLOSED SESSION:** Public Comment for items on closed session agenda  
Time: \_\_\_\_\_

**A. CLOSED SESSION AGENDA:**

- 1. **CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**  
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:  
Confidential Complainant

VI. **Call to Order for Regular Board Meeting/Report out of Closed Session Approximately 7:00 PM**  
Time: \_\_\_\_\_

- 1. Report out of closed session by District General Counsel (WhiteBrenner, LLP)

**VII. Public Comment and Communications for items not on the agenda:**

Persons wishing to speak on a matter not on the agenda may be heard at this time; however, no action will be taken until placed on a future agenda. Speakers are **limited to three minutes**. Please complete a “Request to Speak” and “Sign in” .

**VIII. Special Presentations/Public Hearings/Other:**

- 1. Renewable Energy Assessment for Machado WWTF by REAP and Forefront Power

**IX. Staff & Committee Reports – Receive & File:**

**Non-District Reports:**

- |    |   |           |
|----|---|-----------|
| 1. | San Luis Obispo County                    | No Report |
| 2. | Camp Roberts—Army National Guard (Mitten) | Verbal    |
| 3. | Community Service Organizations           | Verbal    |

**District Staff & Committee Reports:**

- |    |                          |                  |                 |
|----|--------------------------|------------------|-----------------|
| 4. | Interim General Manager  | (Mr. Roberson)   | Verbal          |
| 5. | District General Counsel | (Mr. White)      | Verbal          |
| 6. | District Engineer        | (..)             | No Report       |
| 7. | Director of Utilities    | (Mr. Dodds)      | Report Attached |
| 8. | Fire Chief               | (Chief Roberson) | Report Attached |

**X. CONSENT CALENDAR:**

The items listed below are scheduled for consideration as a group and one vote. Any Director or a member of the public may request an item be withdrawn from the Consent Agenda to discuss or to change the recommended course of action. Unless an item is pulled for separate consideration by the Board, the following items are recommended for approval without further discussion.

**1. Review and Approve Board Meeting Minutes**

- A. 8-19-2021 Special Board Meeting Amended-draft
- B. 8-26-2021 Regular Board Meeting-draft
- C. 9-23-2021 Regular Board Meeting-draft
- D. 10-14-2021 Special Board Meeting-draft

**XI. BOARD ACTION ITEMS:**

**1. Review, Discuss and Receive the Enumeration of Financial Report for September 2021 (Hido)**

- A. Claims Detail Report
- B. Statement of Revenue Budget vs Actuals
- C. Rev Budget vs Actual Summary
- D. Statement of Expenditures Budget vs Actual
- E. Cash Report

**Public Comments:** (Hear public comments prior to Board Action)            M\_\_\_ S\_\_\_ V\_\_\_

**2. Review and Approve Resolution No. 2021-31 Amending Chapter 7: District Officials – Interaction with Staff and Officials with grammar changes of the Board Members’ Handbook. (Dervin)**

**Recommendation:** Approve **Resolution No. 2021-31** Amending Chapter 7: District Officials – Interaction with Staff and Officials of the San Miguel Community Services District Board Members’ Handbook.

**Public Comments:** (Hear public comments prior to Board Action)            M\_\_\_ S\_\_\_ V\_\_\_

- 3. Consider a request by CSDA requesting a vote from San Miguel C.S.D for the IWMA alternate representative from the twelve Community Service Districts which have solid waste powers.

**Recommendation:** Board of Directors vote on one (1) of the two (2) candidates to serve as an alternate.

**Public Comments:** (Hear public comments prior to Board Action) M\_\_\_\_ S\_\_\_\_ V\_\_\_\_

- 4. Discuss and authorize the Director of Utilities release a RFP for a Managed Service Provider (MSP) for IT Services. (Dodds)

**Recommendation:** Authorize Director of Utilities release a RFP for MSP/ IT Services.

**Public Comments:** (Hear public comments prior to Board Action) M\_\_\_\_ S\_\_\_\_ V\_\_\_\_

- 5. Review and approve Resolution 2021-26 authorizing a contract with Water Systems Consulting (WSC) to act as District Engineer for the San Miguel Community Service District at rates outlined in the contract. (Dodds)

**Recommendation:** Approve resolution 2021-26, authorizing the Director of Utilities to Contract with WSC to serve as District Engineer, providing engineering, hydrology and project management services.

**Public Comments:** (Hear public comments prior to Board Action) M\_\_\_\_ S\_\_\_\_ V\_\_\_\_

- 6. Review and approve Resolution 2021-32 authorizing the Director of Utilities to contract with Fluid Resource Management (FRM) for replacement of Dissolved Oxygen (DO) sensors and monitors at the Machado WWTF in an amount not to exceed \$16,971.60 and authorize a budget adjustment to Wastewater Capital outlay (40-500) from Wastewater Capital reserve. (Dodds)

**Recommendation:** Approve resolution 2021-32, authorizing the Director of Utilities to Contract with FRM to provide equipment and installation of replacement DO meters at the Machado WWTF.

**Public Comments:** (Hear public comments prior to Board Action) M\_\_\_\_ S\_\_\_\_ V\_\_\_\_

- 7. Discussion and Consideration by the Board of Directors of the San Miguel Community Services District to Issue a Notice of Contract Award to Ellison Environmental, Inc. dba Fluid Resource Management (Contractor) in an amount of \$6,894,512.30 to fabricate and install a Pre Engineered Package Membrane Bioreactor Municipal Wastewater Treatment System as part of the Machado Wastewater Treatment Facility Upgrade & Expansion Project per the Request for Proposals for the San Miguel Community Services District Wastewater Treatment Facility Upgrade & Expansion Pre-Engineered Package Membrane Bioreactor Municipal Wastewater Treatment System, which was prepared by Monsoon Consultants, dated April 22, 2021 and authorizing the interim general manager to execute the construction contract documents subject to the submittal of approved executed agreement, bonds, insurance certificates and other required contract forms & documentation by the contractor. Resolution 2021-33

**Recommendation:** Approve a contract with Ellison Environmental, Inc. dba Fluid Resource Management in an amount of \$6,894,512.30 and issue a notice to proceed for the initial phase of work consisting of the preparation of the Engineering, Plans, Specifications, Shop Drawings and Cost Opinion for the project in the amount of \$206,835.37.

**Public Comments:** (Hear public comments prior to Board Action) M\_\_\_S\_\_\_V\_\_\_

- 8. **Discussion and Consideration by the Board of Directors of the San Miguel Community Services District to Approve Change Order No.1 to the Base Contract with Ellison Environmental, Inc. dba Fluid Resource Management (Contractor) in an amount of \$1,375,279.82 for additional work items for the Pre-Engineered Package Membrane Bioreactor Municipal Wastewater Treatment System as part of the Machado Wastewater Treatment Facility Upgrade & Expansion Project and authorizing the interim general manager to execute the Change Order No.1 Resolution 2021-34**

**Recommendation:** Approve Change Order No. 1 with Ellison Environmental, Inc. dba Fluid Resource Management in an amount of \$1,375,279.82 for additional work items for the Pre-Engineered Package Membrane Bioreactor Municipal Wastewater Treatment System

**Public Comments:** (Hear public comments prior to Board Action) M\_\_\_S\_\_\_V\_\_\_

- 9. **Discussion and Consideration by the Board of Directors of the San Miguel Community Services District to Issue a Purchase Order to Duperon Corporation (Equipment Supplier) in the amount of \$250,231 to provide headworks equipment, including a mechanically cleaned influent bar screen, washer compactor, and screw conveyor system and provide equipment test & adjust and start up support services, and provide operator training, as part of the Machado Wastewater Treatment Facility Upgrade & Expansion Project per the Request for Bids for the San Miguel Community Services District Wastewater Treatment Facility Upgrade & Expansion Headworks Screening & Grit Removal Equipment, which was prepared by Monsoon Consultants, dated August 26, 2021 and authorizing the interim general manager to issue a Purchase Order to acquire the equipment. Resolution 2021-35**

**Recommendation:** Issue a Purchase Order to the Duperon Corporation in the amount of \$250,231 to provide headworks equipment, including mechanically cleaned influent bar screen, washer compactor, and screw conveyor systems and provide equipment test & adjust and start-up support services, and provide operator training, as part of the Machado Wastewater Treatment Facility Upgrade & Expansion Project.

**Public Comments:** (Hear public comments prior to Board Action) M\_\_\_S\_\_\_V\_\_\_

- 10. **Discussion on status of Machado Wastewater Treatment Facility expansion and aeration upgrade project (Dodds)**

- 11. **Discuss and authorize the Assistant Fire Chief to release an RFP for the Fire Department Temporary Housing unit. (Young)**

**Recommendation:**

**Public Comments:** (Hear public comments)

**Recommendation:** Discuss the status and next steps of the Machado Wastewater Treatment Facility expansion and aeration upgrade projects.

**XII. BOARD COMMENT:**

This section is intended as an opportunity for Board members to make brief announcements, request information from staff request future agenda item(s) and/or report on their own activities related to District business. No action is to be taken until an item is placed on a future agenda.

**XIII. ADJOURNMENT TO NEXT REGULAR MEETING**

ATTEST:

STATE OF CALIFORNIA            )  
COUNTY OF SAN LUIS OBISPO   ) ss.  
COMMUNITY OF SAN MIGUEL    )

I, Tamara Parent, Board Clerk of San Miguel Community Services District, hereby certify that I caused the posting of this agenda at the SMCS D office on October 22, 2021

Date: October 22, 2021

Rob Roberson, Fire Chief/Interim General Manager  
Raynette Gregory, SMCS D Board President 2021  
Tamara Parent, Board Clerk



# San Miguel C.S.D.

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Renewable Energy Assessment

Brian Taylor – Director

CA Public Sector

October 2021





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# San Miguel Community Services District

## Sustainability Leader for CA Special Districts



On-Site Solar



Energy Savings



Statewide RFP



Included O&M



Web Displays



Sustainability Goals





9

# SPURR REAP Program

- **SPURR: School Project for Utility Rate Reduction**
  - Joint Powers Authority Founded in 1989
  - Buying Consortium of 200+ USDs & CCDs
  - Aggregated Procurement for Utilities
  - Programs Available for all California Public Agencies
- **REAP RFP: Renewable Energy Aggregated Procurement**
  - **Save time:** Streamline Solar & Storage buying process.
  - **Save money:** Drive down project pricing.
  - **Reduce Risk:** Improve contract terms and conditions.
- **REAP RFP Solicitation:**
  - Multiple different solar & storage project types included.
  - Specific project includes, excludes, and assumptions.
  - 30+ Vendor Solicitations, 7 Proposals Received.



**Winner: ForeFront Power**



# Benefits of REAP Program

## ■ Proven: 50+ California Public Agencies use REAP

- 25+ School Districts
- 10+ Community Colleges
- 5+ Cities, Counties, Universities
- Endorsed by CA Community College League

## ■ “Easy Button”

- Solar, Storage, & EV Charging
- Competitive Process
- Exceeds Requirements of Gov Code 4217

## ■ Reduced Project Risk:

- Standardized Pre-vetted PPA Contract
- Standardized Pricing & Standardized Terms
- Favorable terms/conditions: RECs, annual performance guarantee, LDs, etc.



### NORTHERN REGION

- City of Petaluma
- City of Vacaville
- College of the Redwoods
- Dixon USD
- Los Gatos USD
- Newark USD
- Shasta UHSD

### CENTRAL COAST

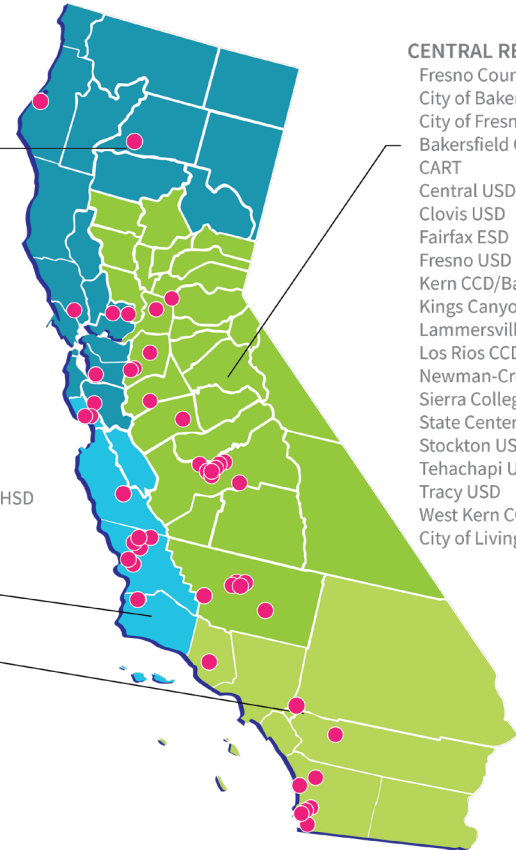
- San Luis Obispo County
- City of Paso Robles
- City of San Luis Obispo
- Allan Hancock College
- Atascadero USD
- Cabrillo CCD
- Paso Robles JUSD
- South Monterey County Jt UHSD
- Templeton USD
- UC Santa Cruz

### SOUTHERN REGION

- City of San Diego
- Grossmont Cuyamaca CCD
- Ontario-Montclair USD
- San Diego CCD
- San Jacinto USD
- South Bay Union SD
- Valley Center-Pauma USD
- Ventura County CCD
- San Diego County

### CENTRAL REGION

- Fresno County
- City of Bakersfield
- City of Fresno
- Bakersfield City SD
- CART
- Central USD
- Clovis USD
- Fairfax ESD
- Fresno USD
- Kern CCD/Bakersfield College
- Kings Canyon USD
- Lammersville USD
- Los Rios CCD
- Newman-Crows Landing USD
- Sierra College
- State Center CCD
- Stockton USD
- Tehachapi USD
- Tracy USD
- West Kern CCD/Taft College
- City of Livingston





**MITSUI & CO.**



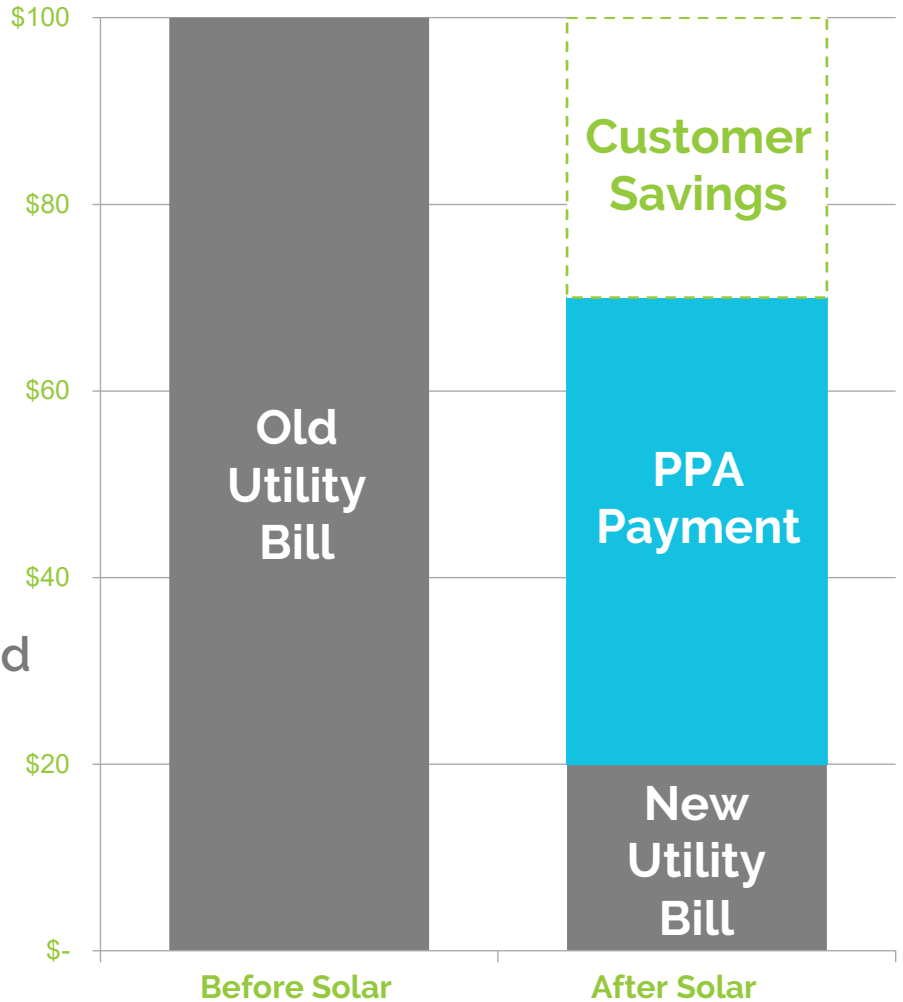
# ForeFront Power

- Best in Class Development Group
- California Public Sector Leader
- SPURR REAP Winner
- Renewable Project Financing Leader
- 'A' Rated Parent Company: Mitsui & Co



# Power Purchase Agreement

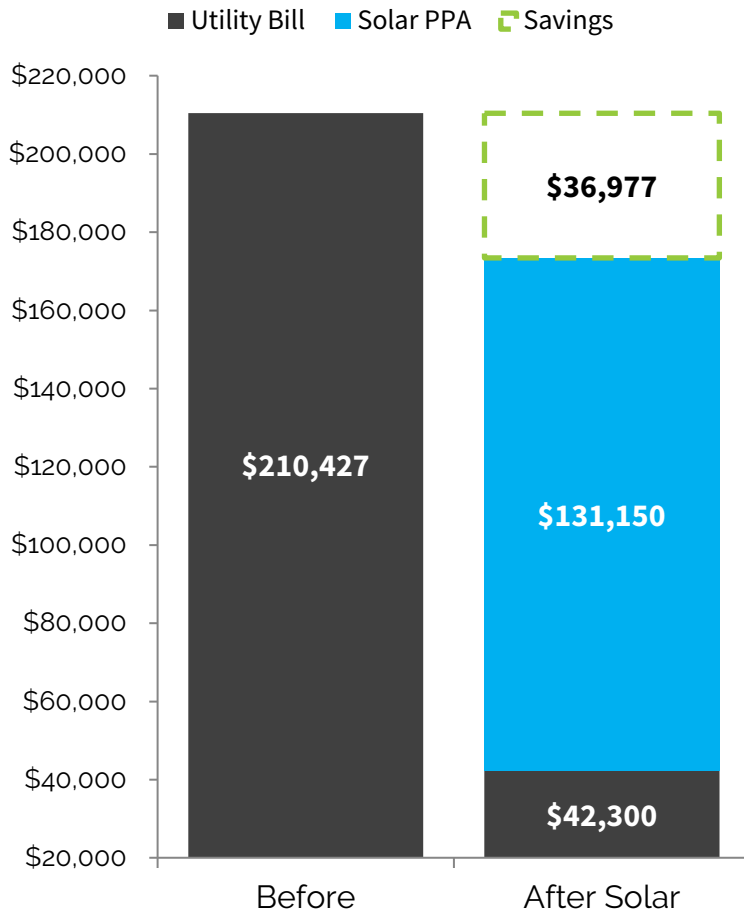
- No upfront cost
- 0% Escalator for 20 Years
- Electricity Rate Stability
- Monetize Federal Tax Credit
- Aligned Partnership
- Operations & Maintenance Included
- Guaranteed Performance
- Future Ownership Flexibility





# San Miguel C.S.D Renewable Strategy

## Total Year 1 Savings - Solar



- **On Site Solar Solutions**
  - 532kW At the Wastewater Treatment Facility
  - 100% Energy Offset
- **No Upfront Cost**
- **PPA: 0% Escalation**
- **Save**
  - 18% / +\$37k Year 1 Savings
  - +\$2 Million over 20 years
  - Capitalize on NEM 2.0
- **Sustainability**
  - District Solar Landing Page
  - District owns Renewable Energy Credits



# San Miguel C.S.D Renewable Strategy

Site	Solar System Size kW	Y1 Production (kWh)	% Energy Offset	Current Bill	Year 1 Savings	Year 1 Savings (%)	20 Year Savings
San Miguel WWTF	532	1,180,904	100%	\$210,427	\$36,977	18%	\$2,007,174

- **On Site Solar Solutions**

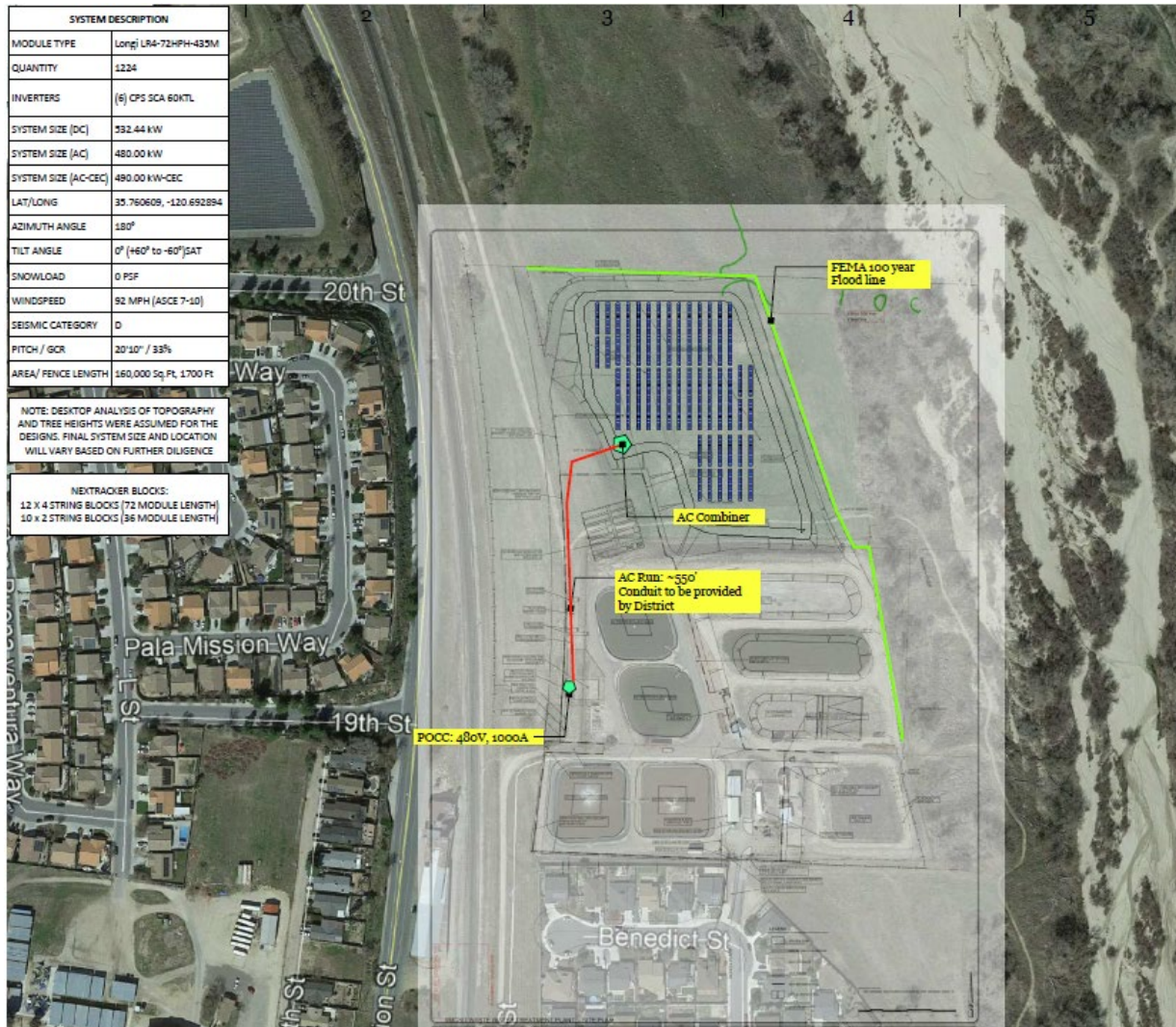
- 532 KW at the Wastewater Treatment Facility
- Optimal Energy Offset – 100%

- **Save**

- +\$2 Million over 20 Years
- NEM 2.0 for 20 Years
- Conservative Utility Rate Escalation Assumptions:
  - 2.7% Annual Utility Energy Escalator.
  - 5% Annual Demand Charge Escalator



# Wastewater Treatment Facility -532 kW





16

# GHG Equivalences

22,529,173 kWh of electricity by Year 20



Tree Seedlings – 10 Years

264,002



Railcars of Coal

88.1



Passenger Vehicles - 1 Year

3,472



Barrels of Oil

36,965



Acres of Forest in 1 Year

19,561



Homes Energy Use

1,923





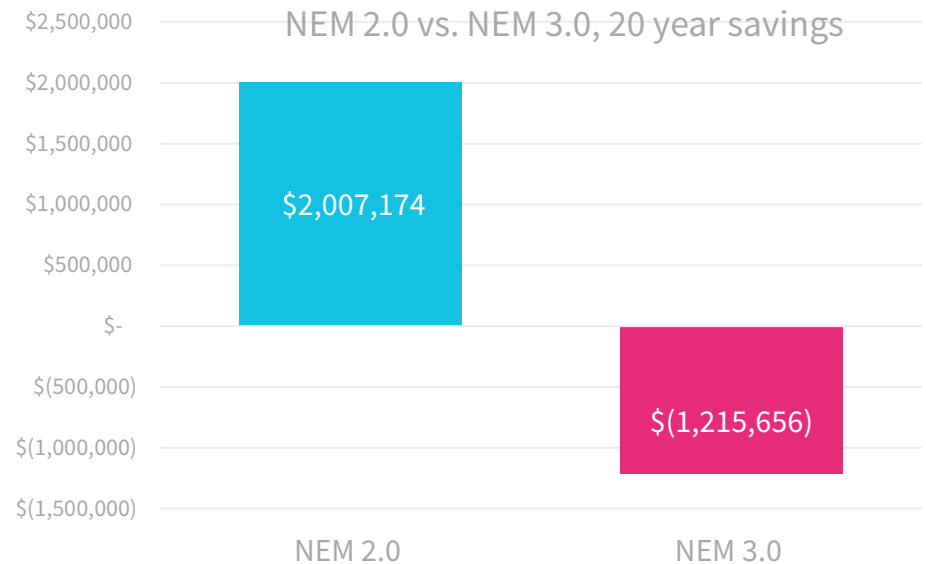
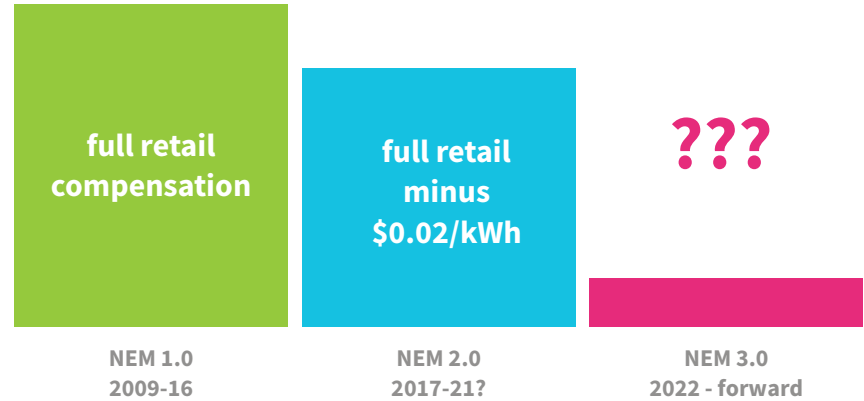
# Solar Challenges: NEM 3.0

## ■ Net Energy Metering

- CPUC decides NEM 3.0 in 2022
- Lowers value of exported energy.
- Get Legacy NEM 2.0
  - Submit IX Applications in 2021
  - Build Systems After
  - 20 Years of Compensation

## ■ Impact:

- \$2M vs -\$1.2M
- Assumes NEM 3.0 as currently proposed by PG&E



# Conclusions & Next Steps

- **Conclusions**
  - NEM 3.0: 2022
  - SPURR
    - Joint Powers Authority
    - Piggy Back RFP
  - ForeFront Power
    - Experienced Developer
    - Financially Stable
  - San Miguel C.S.D
    - Executable Projects
    - Energy Savings
- **Next Steps**
  - Feedback
  - Contract Review
  - Submit IX Applications





# **FOREFRONT**

## **POWER**

## Project Cashflows: San Miguel CSD - October '21

Rate Scenario	NEM 2.0
Solutions	Solar + Storage
Project	Total
Year 1 Savings	\$36,977
Cumulative Savings	\$2,007,174
Cumulative NPV Savings	\$1,163,067
Payback Period	Immediate
Solar System Size (KW)	532
Storage System Size (KW)	0

### Financial Assumptions

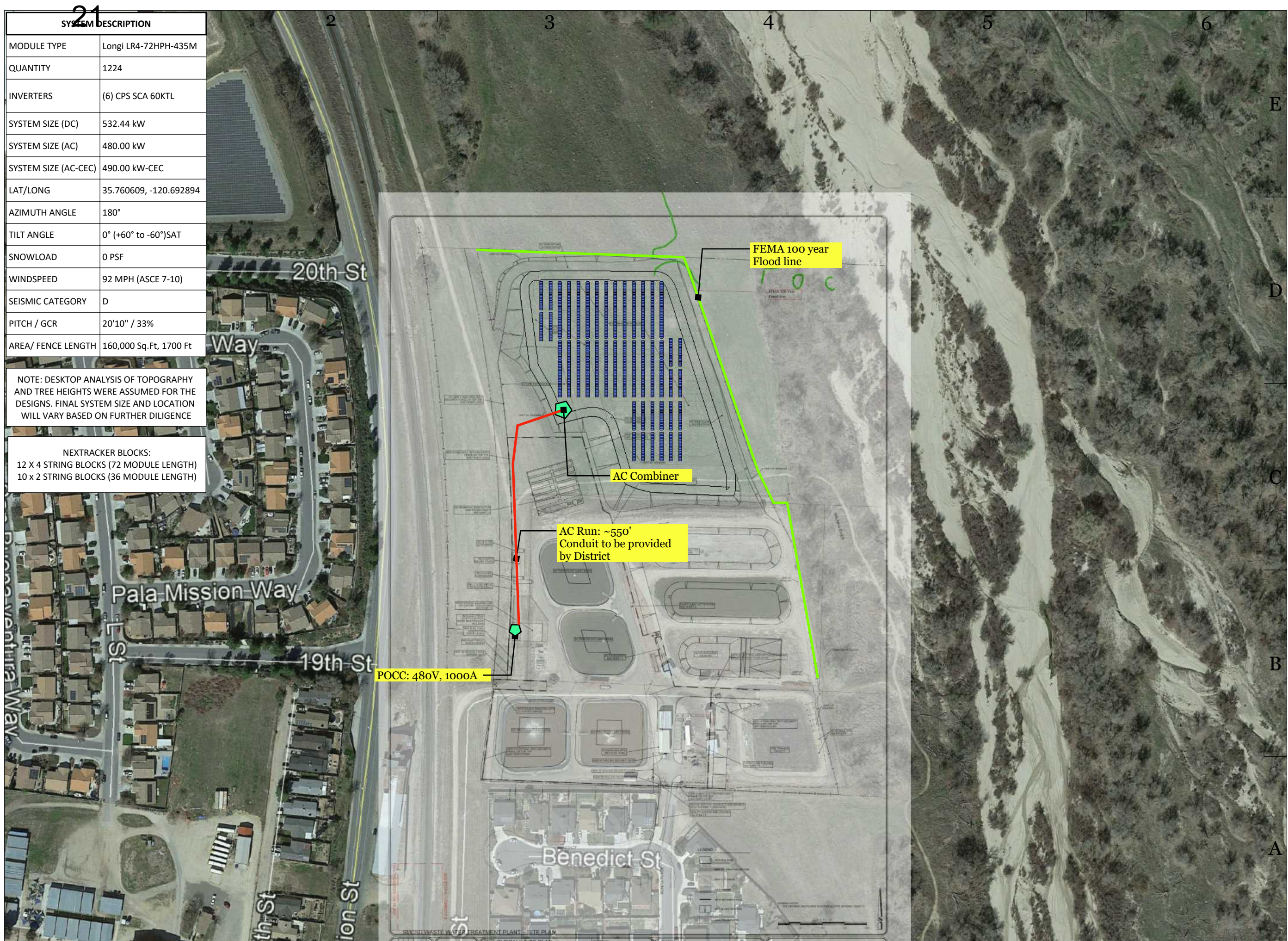
Parameter	Value
PPA Rate Escalator (%/yr)	0.0%
Utility Energy Escalator (%/yr)	2.7%
Utility Demand Escalator (%/yr)	5.0%
PPA Term (Years)	20
Discount Rate (%)	5.0%
Solar Degradation Rate (%)	0.50%

Year	Historic Utility Bill (without solar)	PPA + Storage Payment	New Utility Bill (with solar)	Total Electricity Costs (PPA + Utility)	Net Savings	Cumulative Savings
1	210,427	131,150	42,300	173,450	36,977	36,977
2	217,164	130,494	44,080	174,574	42,590	79,567
3	224,136	129,842	45,941	175,782	48,353	127,920
4	231,351	129,192	47,885	177,077	54,274	182,194
5	238,819	128,546	49,917	178,463	60,356	242,550
6	246,550	127,904	52,040	179,944	66,606	309,156
7	254,554	127,264	54,260	181,524	73,030	382,185
8	262,841	126,628	56,580	183,208	79,633	461,819
9	271,423	125,995	59,006	185,001	86,422	548,241
10	280,311	125,365	61,542	186,907	93,404	641,644
11	289,517	124,738	64,194	188,932	100,584	742,229
12	299,053	124,114	66,967	191,081	107,971	850,200
13	308,932	123,494	69,867	193,361	115,571	965,771
14	319,169	122,876	72,900	195,776	123,393	1,089,164
15	329,777	122,262	76,072	198,333	131,443	1,220,607
16	340,770	121,650	79,389	201,040	139,730	1,360,337
17	352,165	121,042	82,860	203,902	148,263	1,508,600
18	363,977	120,437	86,490	206,927	157,050	1,665,650
19	376,224	119,835	90,289	210,123	166,100	1,831,751
20	388,922	119,236	94,263	213,498	175,424	2,007,174
<b>Total</b>	<b>\$5,806,081</b>		<b>\$1,296,844</b>	<b>\$3,798,907</b>	<b>\$2,007,174</b>	<b>\$2,007,174</b>

SYSTEM DESCRIPTION	
MODULE TYPE	Longi LR4-72HPH-435M
QUANTITY	1224
INVERTERS	(6) CPS SCA 60KTL
SYSTEM SIZE (DC)	532.44 kW
SYSTEM SIZE (AC)	480.00 kW
SYSTEM SIZE (AC-CEC)	490.00 kW-CEC
LAT/LONG	35.760609, -120.692894
AZIMUTH ANGLE	180°
TILT ANGLE	0° (+60° to -60°)SAT
SNOWLOAD	0 PSF
WINDSPEED	92 MPH (ASCE 7-10)
SEISMIC CATEGORY	D
PITCH / GCR	20°10" / 33%
AREA/ FENCE LENGTH	160,000 Sq.Ft, 1700 Ft

NOTE: DESKTOP ANALYSIS OF TOPOGRAPHY AND TREE HEIGHTS WERE ASSUMED FOR THE DESIGNS. FINAL SYSTEM SIZE AND LOCATION WILL VARY BASED ON FURTHER DILIGENCE

NEXTRACKER BLOCKS:  
 12 X 4 STRING BLOCKS (72 MODULE LENGTH)  
 10 X 2 STRING BLOCKS (36 MODULE LENGTH)



**FOREFRONT POWER**

2017 FOREFRONT POWER, LLC AND ITS AFFILIATES ALL RIGHTS RESERVED

100 MONTGOMERY STREET #1400  
 SAN FRANCISCO, CA 94104  
 (855) 204-5083  
 www.ForeFrontPower.com

STAMP:

**NOT FOR CONSTRUCTION**

**San Miguel Community Service District  
 San Miguel WWTP**

1765 Bonita Pl,  
 San Miguel, CA 93451

PROJECT NUMBER:  
 CA-21-0229

SHEET TITLE:  
 CONCEPTUAL LAYOUT

SHEET SIZE:  
 TABLOID 11" X 17"

THIS DRAWING IS THE PROPERTY OF FOREFRONT POWER, LLC. THIS INFORMATION IS CONFIDENTIAL AND IS TO BE USED ONLY IN CONNECTION WITH WORK DESCRIBED BY FOREFRONT POWER, LLC. NO PART IS TO BE DISCLOSED TO OTHERS WITHOUT WRITTEN PERMISSION FROM FOREFRONT POWER, LLC.

NO.	REVISION	DATE	INIT.

DATE: 07.Oct.2021  
 DRAWN BY: RP  
 ENGINEER: RP  
 APPROVED BY:

PROJECT PHASE:  
 PRELIMINARY DESIGN  
 SCALE: 1" : 200'

SHEET NO:  
**CL-1**



## UTILITY STATUS REPORT

9-18-2021 Thru 10-21-2021

AGENDA ITEM# IX.7

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### **Well Status:**

- Well 4 is partially operational – Well Level 129’ 9/15/2021 (PUMPING)
- Well 3 is fully operational – Well Level 57.75’ 9/15/2021 (STATIC)
- SLT well is in service
- Total combined average running hours per day (11.75)  
(threshold for stage 1 resource severity level determination is 17 hours per day)

### **Water System status:**

Water leaks this month:0 This calendar year: 9

Water related calls through the alarm company after hours this month: 2 This Year: 6

- Working on audit of the cross-connections within the District and verifying compliance with state law, and the District Water Code. Some residents and businesses will be required to install cross-connection control devices.

### **Sewer System status:**

Sewer overflows this month: 0 this year: 0

Sewer related calls through the alarm company this month: 0 This Year: 0

- Video inspection of all sewer lines has started.

### **WWTF status:**

- The DO sensors and monitors failed for ponds 1 and 2, we are getting costs estimates together for replacement with equipment that will be compatible with the future MBR.

### **State Water Resources Control Board (SWRCB):**

- Working with SWRCB to apply for funding to cover past due amounts in excess of 60 days, through California Water and Wastewater Arrearage Payment Program

### **Billing related activity:**

- **Total active accounts (at the time of this report)**
  - 915 water accounts
  - 816 wastewater accounts
- **Overdue accounts (at the time of this report)**
  - 21 accounts 60 days past due
- **Service orders (for prior month)**
  - 26 service orders issued and completed

### **Lighting status:**

- Working with PGE Rep to get the remainder of the PGE owned streetlights converted to LED.
- Photo cell for the new street light came but was the wrong one, new one is on order.

## **Mission street Landscaping:**

- Tree trimming has been scheduled for late October early November.

## **Solid Waste:**

Mattress recycling

- Mattresses are accepted by appointment only, and only on Fridays between 8 am and 11 am.

E-Waste collection

- E-waste is accepted on Fridays between 8 am and 11 am.

## **Project status:**

- Well arsenic treatment
  - On hold
- Generator installation is in progress, generators are on order.
  - Well generators are anticipated to arrive in November

## **Board requested information:**

- .

## **WWTP expansion and Aerator Upgrade**

- MBR bids were due June 11<sup>th</sup>, 1 proposal was received and reviewed by staff.
- DE and DOU met with USDA on June 15<sup>th</sup> about funding.
- DE and DOU had a meeting with County about updating our CUP for the WWTF.
- Draft environmental report sent to USDA for review
- Headworks RFP released and was due on September 17<sup>th</sup>. 3 Vendors attended the mandatory prebid meeting.
- 3 Vendors provided proposals for different parts of the RFP

## **Staffing**

- One vacant position.
  - WWTF Operator Lead, which will remain vacant until we are closer to WWTF construction.

## **SLO County in San Miguel:**

- County has declared that the County is in a Drought, this follows the States proclamation of a near statewide Drought.

## **Caltrans in San Miguel:**

- .

*Kelly Dodds*

Kelly Dodds  
Director of Utilities

Date: October 21<sup>st</sup>, 2021

**San Miguel Community Services District  
Board of Directors Meeting**



**Staff Report**

October 28th, 2021

AGENDA ITEM: IX 8

**SUBJECT: Fire Chief & Asst Fire Chief Report for September 2021**

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**STAFF RECOMMENDATION:** Receive and File Monthly Reports for the Fire Department

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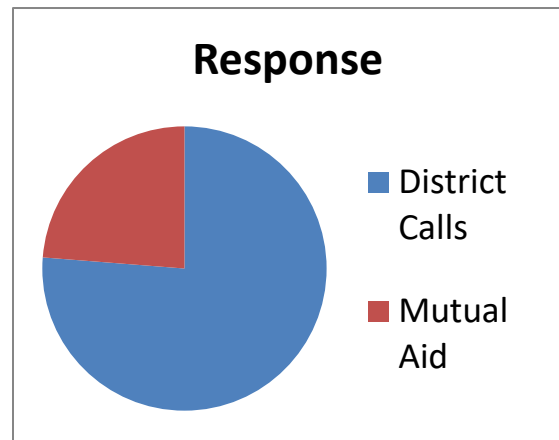
**INCIDENT RESPONSE:**

- Total Incidents for September 2021 **35**
- Average Calls for per 9 Months in 2021 **29**
- Total calls for the year to date **261**

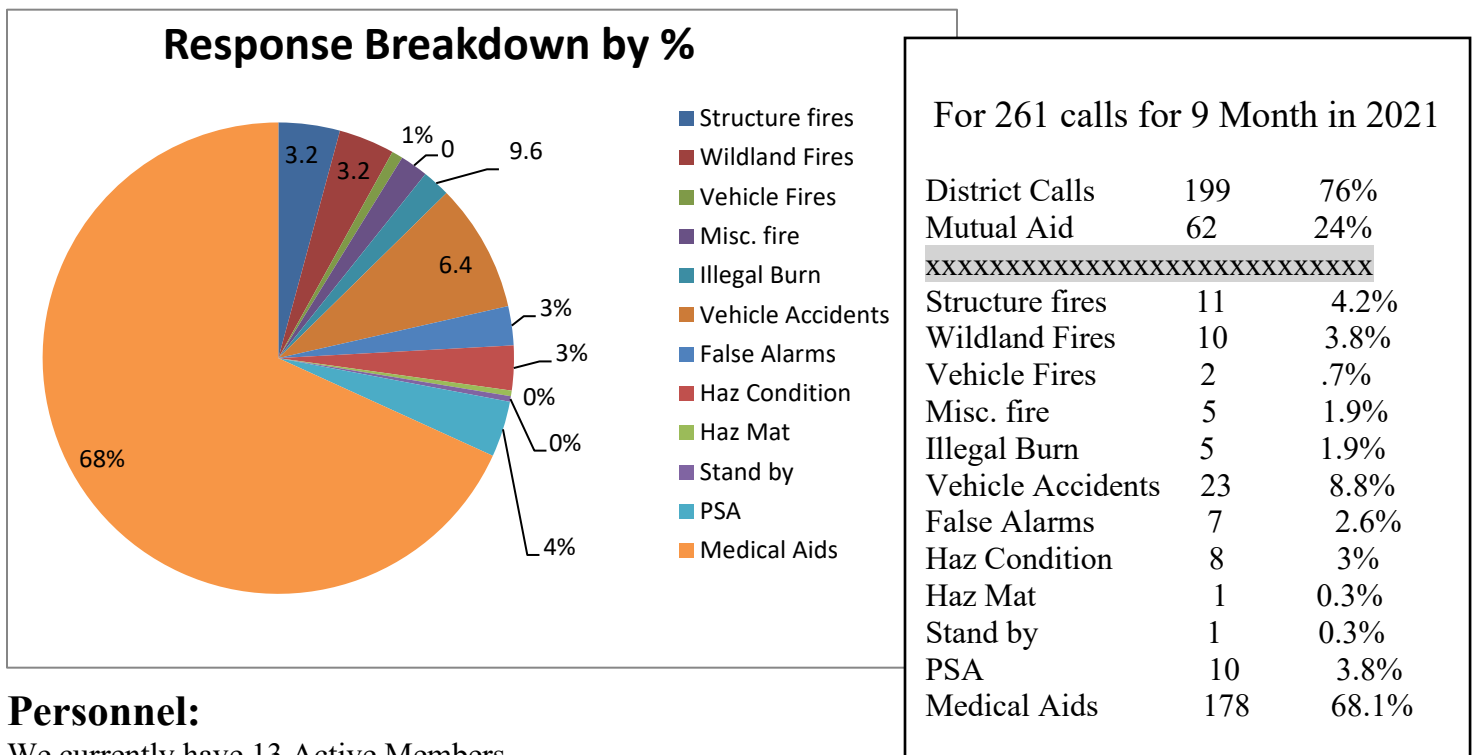
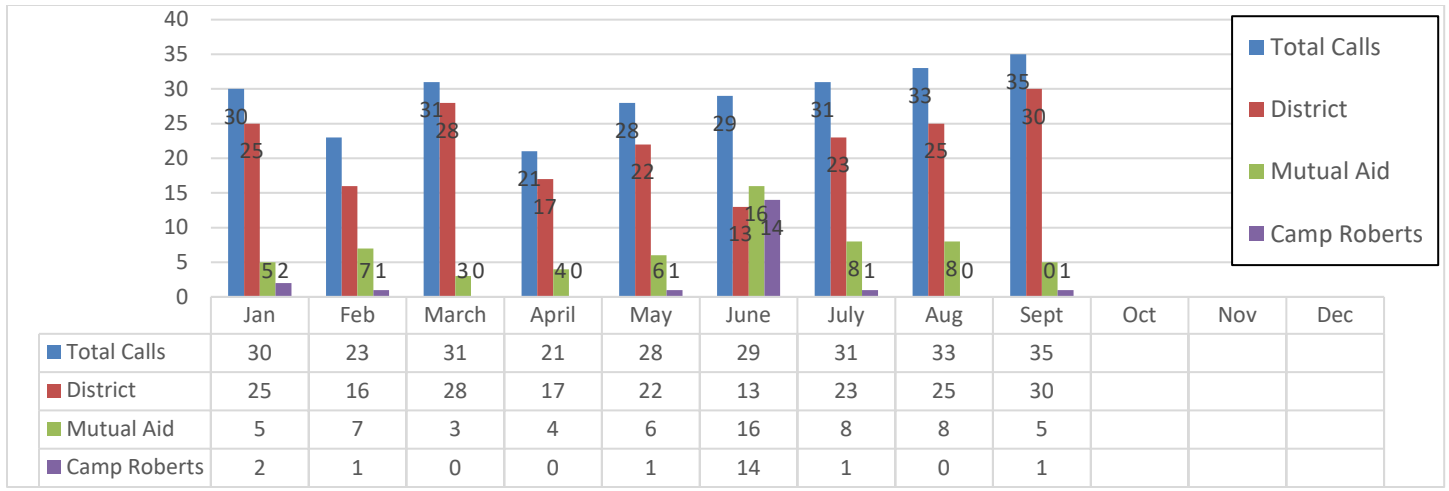
Emergency Response Man Hours in September = 75	Total	673
Stand-By Man Hours for September = 5	Total	<u>204</u>
	<b>Total hr.</b>	<b>877</b>

Emergency Response Man Hours = **2.1 hr.** Per call for August **2.5** Per call for the year  
 Stand-By Average per Call = **.1** Per call for, August **.7** Per call for the year

<b>August YTD</b>	
District calls	199 =76%
Mutual aid calls	62 =24%
Assist Camp Roberts	19 = 7%







### Personnel:

We currently have 13 Active Members.  
 1 Chief  
 1 Asst. Chief/ Prevention Officer  
 0 Fire Captains  
 1 Engineers  
 10 Firefighters

### Fire Department Financial overview

#### August / 2021

Beginning - **\$973,647.64**  
 Received - \$75,986.80 = \$1,049,634.44  
 Transferred in - \$16,606.42 = \$1,066,240.86  
 Disbursed - \$146,521.88 = \$919,718.98  
 Transferred Out - \$42,076.93 = **\$877,642.05**

Beginning -  
 Received -  
 Transferred in -  
 Disbursed -  
 Transferred Out -

# 26

## Equipment:

- All equipment is in service.
- E8668 was sent to South Coast for service and minor repair.
- E8696 was sent to South Coast for an alarm reset.

## Activities:

- Actively working within the COVID standards
- Working on the Temporary Housing Unit Project.

## July

<u>Date</u>	<u>Other activities</u>	<u>Time</u>
5 <sup>th</sup>	Cleanup	0800-1200

## Information:

- Fire Prevention Report.

## Prepared By:

*Rob Roberson / Scott Young*

**Rob Roberson, Fire Chief & Scott Young, Assistant Fire Chief**

# FIRE EQUIPMENT

## 2021 MILEAGE / FUEL REPORT

IX-8

Mileage/ Fuel	January		February		March		April		May		June		Total		Avg. MPG
<b>Diesel</b>	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
E-8696	32	17	115	17	50	40	9	0	37	0	26	17	269	91	3.0
E-8668	67	40.2	30	11	30	20	64	14	162	62	133	26	486	173	2.8
P-8651	67	0	47	24	118	12.4	51	13	145	21	27	0	455	70.4	6.5
<b>6 Month Total</b>												<b>1210</b>	<b>335</b>	3.6	
<b>Gas</b>	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
U-8630	7.7	0	920	70	931	66	874	63.8	666	34	31	0	3663.5	234	15.7
C-8601	663	63	389	36	399	33	291	32.6	359	25	300	21	2401	211	11.4
C-8600	368	37	216	22	296	18	268	40	347	42	278	26	1773	185	9.6
<b>6 Month Total</b>												<b>7837.5</b>	<b>629</b>	12.5	

Mileage / Fuel	July		August		September		October		November		December		Total		Avg. MPG
<b>Diesel</b>	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
E-8696	71	17	24	37.1	188	18							552	163	3.2
E-8668	2056	734	228	42	1516	229							2230	444	3.9
P-8651	105	0	36	25	305	21							901	116	7.1
<b>12 Month Total</b>												<b>3683</b>	<b>724</b>	5.1	
<b>Gas</b>	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	mi.	gal.	
U-8630	205	12	0	0.1	3	0							3871.5	246	15.7
C-8601	0	0	0	0	0	0							2401	211	11.4
C-8600	531	18	460	39	555	38							3319	280	11.9
<b>12 Month Total</b>												<b>9591.5</b>	<b>737</b>	13.0	

OC

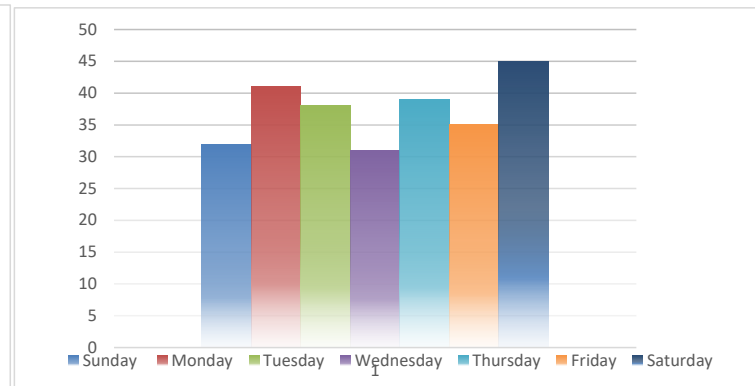
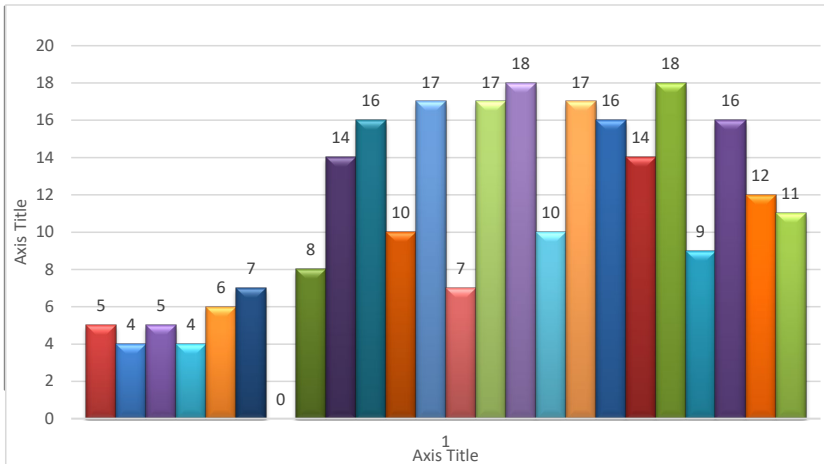
YTD 2021 Total	mi.	gal.	Avg. MPG
<b>Diesel</b>	<b>3683</b>	<b>724</b>	<b>5.1</b>
<b>Gas</b>	<b>9591.5</b>	<b>629</b>	<b>15.2</b>


## Call per time of day and day of the week 2021

	After Hours					CSD Work Hours											Off Hours					Total				
	0:00	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00			21:00	22:00	23:00
Sunday			1	1	1	2		2	1	3	3			2	1		1	3	1	4	1	5			32	12%
Monday		1	2					5	5		3	1	2	2	3	5	1	5	2	1			2	1	41	15%
Tuesday			1	2				1	1	3	2	4	1	1	5	2	2	1	5	3	2		1	1	38	14%
Wednesday	1		1			1		2		2		2	2	5	2	3	3		2	2			3	31	11%	
Thursday	1	2			2	1		1	2	1	2	5	2	4	2	1	3		1	1	1	4	1	2	39	14%
Friday	1	1			2	1		2	1	2	1	1	1	1	5	2	1	1	4	2		2	2	3	35	13%
Saturday	2			1	1	2		2	3	1	1	2	0	2	3	2	2	6	2	2	1	3	3	4	45	17%
Hour Total	5	4	5	4	6	7	0	8	14	16	10	17	7	17	18	10	17	16	14	18	9	16	12	11	261	
	2%	1%	2%	1%	2%	2%	0%	3%	5%	6%	3%	6%	2%	6%	6%	3%	6%	6%	5%	6%	3%	6%	4%	4%		

Total calls during CSD Work Hours	89	34%
Total calls during Off time and weekends	172	65%
After Hours calls 22:00 to 06:00	54	20%
Total Weekend Calls	77	29%
Total Calls Monday thru Friday	184	71%

8am to 8pm

47     18%


	JAN		FEB		MAR		APR		MAY		JUN		JUL		AUG		SEP		OCT		NOV		DEC		TOTAL			
	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid	District	Mutual Aid		
Structure Fires	2	0	0	2	2	0	0	0	2	0	0	0	0	0	0	0	2	1	0	0	0	0	0	0	0	0	8	3
Veg. Fires	0	1	0	0	0	0	0	0	0	1	1	3	2	0	0	1	1	0	0	0	0	0	0	0	0	0	4	6
Vehicle Fires	0	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
Misc. Fires	0	0	0	0	0	0	0	2	0	0	1	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	3	2
Illegal Burning	3	0	1	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	5	0
Vehicle Accidents	1	1	1	0	2	2	0	0	1	0	2	3	2	2	3	1	0	2	0	0	0	0	0	0	0	0	12	11
False Alarms	2	0	0	0	2	0	0	0	1	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	6	1
Hazardous Condition	3	0	0	0	3	0	0	0	0	0	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	8	0
Hazardous Materials	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
Standby	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1	0
Pub.Svc.Asst.	2	0	3	0	0	0	1	0	1	0	1	0	0	0	1	0	1	0	0	0	0	0	0	0	0	0	10	0
Medical Aids	12	3	11	5	18	1	16	2	17	4	8	9	17	6	19	5	23	2	0	0	0	0	0	0	0	0	141	37
<b>Call TOTALS</b>	25	5	16	7	28	3	17	4	22	6	13	16	23	8	25	8	30	5	0	0	0	0	0	0	0	0	199	62
	<b>30</b>		<b>23</b>		<b>31</b>		<b>21</b>		<b>28</b>		<b>29</b>		<b>31</b>		<b>33</b>		<b>35</b>		<b>0</b>		<b>0</b>		<b>0</b>		<b>261</b>			
<i>CPR</i>	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
Mutual Aid SLO/Mon.	3	0	7	0	2	0	1	1	6	0	15	0	8	0	8	0	5	0	0	0	0	0	0	0	0	0	<b>56</b>	
Camp Bob Asst.	1		1		0		0		1		14		1		0		1		0		0		0		0		<b>19</b>	
Average Calls Per	<i>Month</i>		27.0	<i>Day</i>	0.9	<i>SLO Co. MA</i>				<b>55</b>		<i>Montrey Co. MA</i>				<b>1</b>		<i>CPR TOTAL</i>					<b>1</b>					

# 30 San Miguel Fire Department

San Miguel, CA

This report was generated on 10/12/2021 10:56:21 AM



## Daily Log Items per Personnel for Activity Code for Personnel

Activity Codes: All Activity Codes | Personnel: Young, Scott P | Start Time: 00:00 | End Time: 23:00 | Start Date: 08/30/2021 | End Date: 09/30/2021

START	END	LOG TYPE	APPARATUS	NOTES	HOURS
<b>Young, Scott P</b>					
08/30/2021 12:00:00	09/12/2021 23:00:00	DAYBOOK	E8668	Caldor Fire CAENF 024030 ENFE20778	323.00
09/13/2021 08:30:00	09/14/2021 08:30:00	DAYBOOK	8601		24.00
09/14/2021 08:30:00	09/14/2021 22:30:00	DAYBOOK	SMF 1		14.00
09/14/2021 18:00:00	09/14/2021 22:00:00	DAYBOOK		EMS : EMS Lead Instructor:	4.00
09/15/2021 08:30:00	09/15/2021 17:00:00	DAYBOOK	SMF 1		8.50
09/15/2021 08:30:00	09/15/2021 08:30:00	DAYBOOK	P8651	P8651 into South Coast for repair	0.00
09/15/2021 08:46:00	09/15/2021 09:20:00	INCIDENT	E8696	Incident 2021-244 - Building fire: Apparatus E8696 responded to 635 Tielo ST	0.57
09/16/2021 08:30:00	09/16/2021 17:00:00	DAYBOOK	SMF 1		8.50
09/19/2021 08:30:00	09/20/2021 08:30:00	DAYBOOK	8601		24.00
09/20/2021 08:30:00	09/21/2021 08:30:00	DAYBOOK	SMF 1		24.00
09/21/2021 08:30:00	09/21/2021 22:00:00	DAYBOOK	SMF 1		13.50
09/21/2021 18:00:00	09/21/2021 22:00:00	DAYBOOK		EMS : EMS Lead Instructor:	4.00
09/22/2021 08:30:00	09/22/2021 17:00:00	DAYBOOK	SMF 1		8.50
09/22/2021 18:00:00	09/22/2021 22:00:00	DAYBOOK	SMF 1	BOD Meeting	4.00
09/23/2021 08:30:00	09/23/2021 23:00:00	DAYBOOK	SMF 1		14.50
09/26/2021 08:30:00	09/27/2021 08:30:00	DAYBOOK	8601		24.00
09/27/2021 08:30:00	09/28/2021 08:30:00	DAYBOOK	SMF 1		24.00
09/29/2021 08:30:00	09/30/2021 08:30:00	DAYBOOK	SMF 1		24.00
09/30/2021 08:30:00	09/30/2021 17:00:00	DAYBOOK	SMF 1		8.50
09/30/2021 09:45:00	09/30/2021 10:45:00	DAYBOOK	SMF 1	Meeting with RS Commutation regarding base station radio system	1.00
09/30/2021 11:00:00	09/30/2021 11:00:00	DAYBOOK	SMF 1	Forwarded response to Council, Board & Staff regarding Sangster's Public Comment dated 9/23/2021	0.00
09/30/2021 14:00:00	09/30/2021 14:00:00	DAYBOOK	SMF 1	Completed 1555 L Street ADU plan submittal	0.00
09/30/2021 15:00:00	09/30/2021 15:00:00	DAYBOOK	SMF 1	Forwarded complaint to Code Enforcement and APCD regarding 8742 Magdalena Drive Auto Paint Booth	0.00
<b>Total Hours for: Young, Scott P</b>					<b>556.57</b>
<b>Total of all Personnel Hours</b>					<b>556.57</b>

Lists the Daily Log items, grouped by Personnel, corresponding to the selected Activity Code and Personnel.





VII.	<b>Public Comment and Communications for items not on the Agenda:</b> Board Clerk- An anonymous comment (delivered by email) was submitted but will not read into record, it will be available to public by request Owen Davis (San Miguel Resident)- Questions about office turnover, bilingual office personnel Counsel- Questions may be answered after all public comment	<i>Video part 1/5 time: 01:40</i>
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VIII.-XI.	<b>Special Presentations/Public Hearings/Other:</b> NONE
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X.	<b>Consent Calendar:</b> NONE
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XI.	<b>Board Action Items:</b>	<i>Video part 1/5 time: 05:46</i>
1.	<b>Discuss and adopt Resolution 2021-21 nominating and electing a President of the Board of Directors</b>  <b>RECOMMENDATION: Adopt Resolution 2021-21 nominating and electing a President of the Board of Directors.</b> Item Presented by District Counsel White. <b>Board Comment:</b> AS- On what grounds? Counsel- the Board does not need “grounds”, none are specified Board Clerk- read aloud Staff Report for adopting Resolution 2021-21, and Board's options for accepting or rejecting said resolution WR- Voiced that it is Distasteful to do this, but because conduct of the current president was advised by the attorneys’ that actions be discontinued- were not, costing the district money, would like to vote on a new president <b>Public Comments:</b> Owen Davis (San Miguel Resident)- Finds Board actions ironic, he know who’s behind it. Why is the Board wanting to remove President Sangster with only 4 months left? He is the only Board Member who looks out for community not themselves, been to a lot of meetings. Board members need to look out for us, need to understand where they are getting money, new hire asked him to say please. Mr. Davis makes threat to bring out information on Director Gregory. Liliana Rojas (San Miguel Resident)- As a Firefighter and was former employee of District for 3 years, left on good terms, last month of employment the CSD was the worst when GM was out with personal injury, AS was asked to step in and he created hostile environment wanting to take GM position. He was unconcerned with what was going on & was bringing out negativity in office toward her personally, as the only Spanish speaker in office she stayed to help the community, but chose to leave because of the hostile environment. Daniele Boatwright (San Miguel Resident)- Manager of the Elkhorn Bar, spoke on her personal opinion of President Sangster based on experience between him and her staff, a local for 7 years and business manager, she has worked side by side with GM Roberson at community charity functions, she finds it discouraging to see a person torn down by people with personal vendettas and gains under a disguise of concern for water prices. She doesn’t want a CSD president who has been 86’d (not allowed in the towns bar) for misconduct with herself and her staff, and for reasons unable to say what had happened to one of her bartenders, but believes this strongly reflects Director Sangster's poor character. Roberson (GM)- Voiced that this decision is based on the way previous meetings have been conducted, continuously allowing people to speak out of turn and rudely, not acknowledging Robert's Rules of Order, recognizing other people in the group, acknowledging people not at podium, not giving staff courtesy, Board Members requested this be put on the agenda. <b>Board Comment:</b>	<i>Video part 1/5 time: 13:35</i>



AS- Voiced that latitude was given because few people attend meetings, maybe some uncomfortable conversations, but has spent 4 years in this community giving his time & effort, loves this community, may be abrasive

RG- Voiced that the problem is at the smaller meetings the rude public comments are made against staff members and President Sangster snickers at them, unprofessional and the Board cannot allow that, it's unprofessional and the videos tell all.

WR- Personal opinion is that the President Sangster has dishonored his position, dishonored the Board members, allowed past meetings to be a circus, including AS personal involvement

AS- disagrees and believes meetings have evolved on their own, current staff member have lashed out at someone publicly speaking

AK- Thanks to community for coming, lived here his entire life, seen these divisions time and time again, meetings have been unprofessional. Director Kalvans voiced that for mending would like to move forward and formally motion to remove AS and nominate RG as president. She has been business owner of this community, helped events and commerce.

**Motion by:** Director Kalvans

**Second by:** Director Palafox

**Motion:** to remove Sangster as President and nominates Gregory as New President

Board Members	Ayes	Noes	Abstain	Recuse	Absent
A. Sangster			X		
A. Kalvans	X				
H. Palafox	X				
R. Gregory	X				
W. Roney	X				

*Break for short recess to move positions*

*Video part 2/5 time 07:00- 08:38*

*Video part 2/5 time: 08:40*

**2. Review, Discuss, Receive and File the Enumeration of Financial Report for June 2021 (Hido)**

- A. Claims Detail Report
  - a.  Claim Detail Report JUNE 2021
  - b.  Claim Detail Report MARCH 2021
- B.  Statement of Revenue Budget vs Actuals
- C. Revenue Budget vs Actual Summary
- D. Statement of Expenditures Budget vs Actual
- E. Cash Report

Item Presented by Financial Officer Hido; started presentation with an introduction: Mrs. Hido has worked in accounting for 10 years with various software and industries, learning the Black Mountain software is not an issue. Current status: all June entries are entered, all 2021 Bank Reconciliations are completed, CPA has approved all so far. June will be brought back for filing with year-end financial reports after the audit is completed. The monthly recurring bills and annual bills have been entered. She is in the process of entering the missing descriptions and cleaning up descriptions of past entries, US Bank bill missing descriptions for period 7, 9, 12, 1, & 2. Audit: we are currently waiting for reports and checks from the county, is ready for the audit with Kramer Associates and Moss Levy.

**Board Comment:**

- AK- more info is always good, time & costs
- RG- very helpful but does not think necessary to go back
- WR- more information is better

AS- Asked for the total spending for Railpro on 10th and 11th street waterline replacement? After looking at financials June 22k March 14k, AS asked when did they come on board?

WR- asked if that was requirement to work next to the railroad

KD-voiced yes, it was a requirement and would look into total paid to Railpros

**Public Comments:**

Owen Davis (SM District Resident): Since talking about spending the people’s money, do we have a clerk here? Why are we paying a vendor \$4k to do work that should be done in-house?

RR- response: chose to use stenographer because time was exceeding board clerk time and minutes take a lot of time. Looked into to see if a stenographer would be cost-effective but are not using anymore, still looking for someone to do the minutes, minutes currently done in-house

SY- we no longer use the stenographer because she quit. She was found in front office crying from the rude and racist comments made by the public during the meeting, she was only here for a couple months

**Motion by:** Director Gregory

**Second by:** Director Kalvans

**Motion:** To receive and file "Claims Detail" a & b

Board Members	Ayes	Noes	Abstain	Recuse	Absent
A. Sangster	X				
A. Kalvans	X				
H. Palafox	X				
R. Gregory	X				
W. Roney	X				

*Video part 2/5 time: 22:05*

**3. Review and Approve RESOLUTION 2021-22 approving Fire Chief Job Description**

**Recommendation: Approve Resolution 2021-22 Fire Chief Job Description**

Counsel White presented; voiced that follow-up to discuss discrepancies from last meeting, go over job description and Item 4 & 5, we have made changes to be consistent with what was asked for by the Board.

AS- it was never settled upon what probationary period would be, nine or six months?

Board Clerk- Erin said would leave the decision on time period up to the Board of Directors

Counsel White- Current interim GM thinks the period should be 12 months because that is standard, there is no real clarity, the Fire Chief recommendation is 12 months

**Public Comments:**

Owen Davis- voiced information about GM position and it was explained that item was next

Liliana Rojas- Current Fire Chief is under in, benefits, pay, not sure what original amounts were but the Fire Chief probably deserves what everyone else in that field gets- is he requesting that? LR voiced No, because he is not that kind of person, thinks he deserves what he is requesting, public safety is important to make sure someone goes to every call, he calls the County and get things done, nobody else would do the job for what he is doing it for, nobody would jump to that position- they’d run away from it, what he is requesting is nothing to what he deserves.

WR: motions for approval with 12-month probationary period

**Motion by:** Director Roney

**Second by:** Director Kalvans

**Motion:** To approve Resolution 2021-22 approving Fire Chief Job Description with amendment to 12-month probation period.

Board Members	Ayes	Noes	Abstain	Recuse	Absent
A. Sangster	X				

A. Kalvans	X				
H. Palafox	X				
R. Gregory	X				
W. Roney	X				

4. **Review and Approve RESOLUTION 2021-23 approving General Manager Job Description**

**Recommendation: Approve Resolution 2021-23 General Manager Job Description**

Counsel White- General Manager job description, few more changes, duties related to personal supervisor pg.2, board members felt portion should be based on District Policies, GM is in charge of employee personnel, exceptions being General Counsel and GM all other employees are supervised by General Manager and ratified by the Board.

Board Clerk- no redline- highlighted version for clarification

**Public Comments:**

Owen Davis- Doesn't have anything against Rob, but feels the District needs a full-time general manager, he is supposed to be here and is never here. District Counsel explained that this item was on the Job Description for the District General Manager position not specifically Rob Roberson

**Motion by:** Director Kalvans

**Second by:** Director Gregory

**Motion:** To approve Resolution 2021-23 General Manager Job Description

Board Members	Ayes	Noes	Abstain	Recuse	Absent
A. Sangster	X				
A. Kalvans	X				
H. Palafox	X				
R. Gregory	X				
W. Roney	X				

Video part 3/5 time: 02:10

5. **Review and approve contract by RESOLUTION 2021-19 with Rob Roberson as Interim General Manager/ Fire Chief (Dervin)**

**Recommendation: Approve contract with Rob Roberson as Interim General Manager/ Fire Chief**

Counsel White presented item- specific to R. Roberson, 2-year contract by mutual agreement is one year creating structure for second year, few changes referencing effective date 6-1-2021 and finance section 5.1

**Public Comments:**

Owen Davis (San Miguel Resident)- Would like to see the contract for general manager, hasn't seen anything on the website, voiced that he felt that the district needed a full-time General Manager

Board Clerk- Voiced that it has been available for over a week and that everyone here is looking at it on the website

Joseph Kohler- (San Miguel Resident) Witnessed firsthand the charisma, honesty, and leadership of Chief Roberson, goes above and beyond for his community, excellent work ethic, profession and works tirelessly around the clock for CSD & Fire dept., great friend, and tremendous leader

Liliana Rojas- (San Miguel Resident) former employee of CSD, current firefighter, started with the SMFD 10 years ago and voiced that she could work at any dept. she wanted to but likes staying here knowing this town is being taken care of and that she's helping to care for this community, last ten years been here and see three GM's, the time working under Rob he has been trying to get everything back in order, nobody would do it for the amount he is asking, all the spending has been needed for structural reasons but not spending money on the GM, people would run away from this job.

Aron Kardashian- (SM Garbage) Voiced that he has been here for 32 years and has seen a lot of GM’s come in and out, last 5 years this Board been exceptional, lot of trials with solid waste and recycling. Both staff and General Manager that are currently here are on point for requests, to get contracts done, and new regulations coming out constantly, constantly looking out for better of community, appreciate Board and CSD Staff

Jose Ventura- (San Miguel Resident) Voiced that he has been with SMFD for 3 years, great experience, thanks Rob and Scott for bringing him on, part of this community and values the Spanish part of the community

Brendin Beatty- (San Miguel Resident) work for SMFD for 2 years, first moved here got to experience of being a Firefighter, saw the recruitment sign and Rob/Scott treated him as an equal, seen all the work that Rob has done for community and station-probably doesn’t get time to sleep, outstanding guy, glad to have met him and come back day after day and feels the love.

Board Clerk- Read aloud comment from Manuel Plasencia: owner of Manny’s pizza, would like to support decision to support Rob’s contract, would be true loss to not approve

Board Clerk- Read aloud comment from Mr. Sinclair- San Miguel resident and homeowner since 2015, family long-time residents, would like to show support for contract, time volunteering on SMFD; Rob was supportive teacher and mentor, would be very big loss if BOD does not approve contract

Staff comment: Assistant Chief Scott Young- privilege of being Assistant Fire Chief and Fire Prevention Officer, Mr. Young Voiced that he has been involved with SMFD/CSD for 16 years, Rob has been apart for as long, gone through several General Managers here, multiple past General Managers were Fire Chiefs. Outside the Community full-time GM’s did not serve community, failed and spent countless dollars, need to live here in this community, proud to be apart of it, town can not afford a full-time General Manager, better financial shape under GM/Fire Chief, even when Rob is not here he is always available and only a phone call away

AK- Have known Rob since in first grade, been in this community a very long time, has been through many GMs, to hire a full-time would double how much community is paying & Rob is doing a great job.

**Motion by:** Director Kalvans

**Second by:** Director Gregory

**Motion:** To approve Resolution 2021-19 contract with Rob Roberson as GM/Fire Chief

Board Members	Ayes	Noes	Abstain	Recuse	Absent
A. Sangster	X				
A. Kalvans	X				
H. Palafox	X				
R. Gregory	X				
W. Roney	X				

Video part 3/5 time: 20:00

- Review and approve Resolution 2021-24 authorizing the Director of Utilities to contract with Viborg Sand and Gravel to repair pavement on 12th street in an amount not to exceed \$23,853 and authorize a budget adjustment from Water Capital Reserve to Water Capital Outlay (50-500) in an equal amount. (Dodds)**

**Recommendation:** Approve Resolution 2021-24 authorizing the Director of Utilities to contract with Viborg Sand and Gravel in an amount not to exceed \$23,853 and authorize a budget adjustment in an equal amount.

Item presented by Director of Utilities Kelly Dodds- August 10th catastrophic failure of waterline alley 12th street, notified immediately, extensive damage to roadway, KD met with county inspector, only two companies provided quotes for repair, requesting Viborg perform repair work, unplanned costs for \$23,853 from Capital outlay.

**Board Comment:**

RW- Do we have several companies we can call on?

KD- Yes, around 5 normally but only 2 came out right away & 2 from Atascadero that declined.

RG- Voiced that paving contractors can be cheaper but only these two were available.

RR- Voiced that Kelly and all the Utility Crew were out there, came out night of incident ready to work, started at 7am next day and were done at noon, without this staff the bill would have been astronomical, all utility trucks/excavators were necessary to minimize out-sourcing, could have been catastrophic cost but saved money being in-house, and wanted to thank the Utility Department.

**Public Comments:**

None

**Motion by:** Director Sangster

**Second by:** Director Roney

**Motion:** To approve Resolution 2021-24 as written

Board Members	Ayes	Noes	Abstain	Recuse	Absent
A. Sangster	X				
A. Kalvans	X				
H. Palafox	X				
R. Gregory	X				
W. Roney	X				

Video part 3/5 time: 26:55

- Review and approve RESOLUTION 2021-20 authorizing the Director of Utilities to contract with Aqua Engineering for materials and labor to install a Variable Frequency Drive at Well 4 at a cost not to exceed \$12,114.04 and authorize a budget adjustment in the same amount from Water Capital Reserve to Water projects Well 4 (50-517) in an equal amount. (Dodds)**

**Recommendation:** Approve Resolution 2021-20 authorizing the Director of Utilities to contract with Aqua Engineering for materials and labor to install a Variable Frequency Drive at Well 4 at a cost not to exceed \$12,114.04 and authorize a budget adjustment in the same amount from Water Capital Reserve to Water Projects Well 4 (50-517) in an equal amount. (Dodds)

Item presented by Director of Utilities Kelly Dodds; Over the last 2 years, Well 4 has had numerous failures during hot weather due to larger power demand, has contacted and worked with PG&E numerous times to no avail, all info within PG&E rule; Phase 7 for power variance, demand on the grid is exacerbating regular current balance, Well site & WWTF only phase; 3 power users so the unbalance only affects the district and not the residential customers, the VFD (variable frequency drive) will prevent failure for the well and also accommodate future needs, proposal is for all materials & labor to be incorporated into existing electrical and SCADA equipment, all proposers have extensive knowledge of these installations, Aqua Engineering, Alpha Electric, Baldwin Electric.

**Board Comment:**

WR- What is service life of device?

KD- depending on service, about 20-25 years

RG- how well known is the VFD, and how come not told sooner, how long this has been problem?

KD-very tried and true, talked out of it by PG&E, know off & on 2.5 years, power-failure issue encouraged in summer

AS- PG&E can't stabilize the power?

KD- PG&E says it is within their allowed parameters

RG- Mentioned it will take 3 days- part of facility 3 phase?

KD- 3 days coming into facility, depending on measurements, to allow wells to run & fail, if we can get PG&E to pay for it they would have to go back to our well site and possibly back farther on report history, back to N street- which very hesitant to do.

AS- Voiced that he wanted to make sure Aqua engineering has SMCSO terms & conditions

KD- willing to pay for our expenditures, if we ask for anything beside, they are flexible

**Public Comments:**

None

**Motion by:** Director Sangster

**Second by:** Director Gregory

**Motion:** To Approve Resolution 2021-20 as written

Board Members	Ayes	Noes	Abstain	Recuse	Absent
A. Sangster	X				
A. Kalvans	X				
H. Palafox	X				
R. Gregory	X				
W. Roney	X				

Video part 4/5 Time: 03:10

8. **Discuss and Adopt Resolution 2021-25 Accepting a Notice of Contract Termination from Monsoon**

**Recommendation:** Adopt Resolution 2021-25 accepting a Notice of Contract Termination from Monsoon Consultants for District engineering services and WWTF contract.

KD- Monsoon consultants currently acting as our engineer, due to pandemic/economic conditions will be shutting down practice, notice of termination in May, accept resolution to accept notice of termination

**Public Comments:**

None

**Board Comment:**

None

**Motion by:** Director Kalvans

**Second by:** Director Gregory

**Motion:** To Approve Resolution 2021-25 as written

Board Members	Ayes	Noes	Abstain	Recuse	Absent
A. Sangster	X				
A. Kalvans	X				
H. Palafox	X				
R. Gregory	X				
W. Roney	X				

9. **Discuss options for District Engineering services (Dodds)**

**Recommendation:** Provide direction to Staff

Item presented by Director of Utilities Kelly Dodds- Discuss Monsoon Consultants letter, how board would like to move forward, 4 main options just for info, last calendar year spent \$46k, \$23k for additional project work. Option A) approve agreement with GSI-, B) issue RFQ for district engineering services-would likely have to outsource, C) solicit for engineer to work directly as contract employee-more dedicated service, D) solicit other agencies for shared engineering services- may be least expensive but less desired service. Recommend to approve contract with GSI.

**Board Comment:**

WR- How long would we be without engineer?

KD- next two items to approve interim contract for BR to work with GSI, until Sept. 1st if not approve, likelihood of getting RFP out and back would take at least 60 days

WR- Would it be in our advantage, continuity with our same engineer?

AS- If known in May why coming to board in August? Previous contract was range of fees, most expensive \$145/hr., current contract says \$215 per hour, asking \$70 more per hour but it says no fiscal impact

KD- voiced that there is no particular fiscal amount in this report as is only discussion, correct the cost is quite bit higher but other staff has lower rate

AS- contract stipulates \$215 per hour billed, 30% increase, is there reason we can't engage them in project by project basis- might be acceptable, taking this agreement out till 2024-25 monsoon consultants would have been doing the job anyways

KD- suggestion is to make interim contract with GSI and immediately send out RFP for interim engineer, we would be without a district engineer for a couple months, somebody has to fill the job, there are a lot of engineers in SLO county and Monterey county

RR- Voiced that he has had discussions, great concern in which direction BR would go, working close to preserve work already done, its been in discussion and a lot of work, did not know and ignore/put off, working to try to preserve progress without having to re-do

AS- respect for current District Engineer

AS- asked about insurance, what is term of duration, Discussion ensued

KD- minimum 3 months or could ask for month by month, conversations with BR about GSI interested in writing proposals for ongoing services, month to month

RG- Agreed that the District needs District Engineer

WR- voiced that he appreciated AS suggestions.

AK- Voiced that he agreed with Dr. Reely has been a great asset to San Miguel, worry about cost of trying to bring on board someone new, what would it take to grow our own District Engineer, how many years out would it be?

KD- Voiced that it would be a full-time engineer, maybe someone retired 100k a year, someone in prime 200k a year, have to add benefits, would be ideal but too expensive and hard to find, general direction is to discuss next 2 items and approve contract with GSI

**Public Comments:**

None

Video part 4/5 time 22:40

**10. Discuss and Adopt Resolution 2021-26 Approving an Agreement for District Engineering Services with GSI Water Solutions Inc. for the Machado Wastewater Treatment Facility Project**

**Recommendation:** Discuss and adopt Resolution 2021-26 approving an agreement with GSI Water Solutions, Inc. for District engineering services related to the Machado Wastewater Treatment Facility (WWTF)

Item presented by Director of Utilities Kelly Dodds- one of two items continuing service with GSI re: Machado Wastewater treatment plant upgrade, assuming they provide interim services, we could request as a time/material monthly contract, 87k for full contract, that engineer will take over services, their proposal to provide all services and all engineering which is still in our original allotment, GSI does not do construction drawings, if board interested in time/material monthly basis will propose that to them.

**Board Comment:**

AS- The total amount billed at two-hundred-fifteen dollars per hour? What would have we spent with Monsoon for the same work? Most of products

KD- Yes, hourly cost and labor units. Monsoon shows 300 hours so \$43k at \$145/hr., this particular proposal billed at Blaine’s rate however lot of work proposing is work he would have done not including construction drawings \$125/hr. addition to this, about a \$44 thousand difference, pretty significant, recommend for services provided already listed until we can secure a permanent District Engineer.

AS- voiced that he would like to do a not to exceed at the rate now, we would be switching engineers middle of project, leverage opportunities to reduce amount not to exceed in between 145/hr. and 215/hr.

WR- worst they can say is no

RG- Voiced that if we were to change and get another engineer for the WW Treatment Plant project, how much of learning curve, and are we wasting time?

KD- The District Engineer worked closely, can bring up to speed in about a month/ slightly painful but not impossible, probably get through everything and get on board, biggest concern delay working with other agencies and USDA to get funding and regulatory approval, can definitely talk to GSI to willing to meet the bill/bring them back

**Public Comments:**

Owen Davis- leaving and comment unrelated to Agenda item

**Motion by:** Director Sangster  
**Second by:** Director Roney  
**Motion:** To table items 10 & 11

Board Members	Ayes	Noes	Abstain	Recuse	Absent
A. Sangster	X				
A. Kalvans	X				
H. Palafox	X				
R. Gregory	X				
W. Roney	X				

Video part 4/5 time 33:18

**11. Discuss and Adopt Resolution 2021-27 Approving an Agreement for Interim District Engineering Services with GSI Water Solutions Inc. (Dodds/ Dervin)**

**Recommendation:** Discuss and adopt Resolution 2021-27 approving an agreement with GSI Water Solutions, Inc. for interim District engineering services and WWTF contract

*Item Tabled*

Video part 4/5 time 33:18

**12. Review and approve a contract with MCD Services for On Call Drafting and Design Services (Dodds)**

**Recommendation:** Authorize the Director of Utilities to contract with MCD Services for On Call Drafting and Design Services.

KD- Asking for on-call time and materials contract with NSPE for drafting & design service utilities for other projects but main focus wastewater treatment plant construction drawings, under monsoon consultants they charged \$125/hr. for simple services, on call as type needed service, construction drawings

**Board Comment:**

WR- Looking over the information and agrees

**Public Comments:**

None



**Motion by:** Director Sangster  
**Second by:** Director Palafox  
**Motion:** To approve contract with MCD for services for On Call Drafting & Design

Board Members	Ayes	Noes	Abstain	Recuse	Absent
A. Sangster	X				
A. Kalvans	X				
H. Palafox	X				
R. Gregory	X				
W. Roney	X				

**XII. BOARD COMMENT:** *Video part 5/5 time: 02:50*

AK- email the IWMA board, deadline Sept. 15th  
 Board Clerk- will have discussions on IWMA on next agenda will need consensus  
 RG- Understand false information running around community about myself and my business, if anyone has questions or concerns direct them at me, is causing slander and mischaracterization, childish, unprofessional, please direct questions/concerns to me.  
 AK- Thanks to the public for attending the meeting  
 RR- GSA meeting on 26th closed session 6:30 open at 7, Board Training on Sept. 2nd at 9am, Kallie Johnson case postponed till Sept 16th for restitution.

**XIII. ADJOURNMENT TO NEXT REGULAR MEETING** 8:45:00 PM *Video part 5/5 time: 06:55*



**BOARD OF DIRECTORS**

Raynette Gregory, President                      Anthony Kalvans, Vice-President  
 Ward Roney, Director                              Hector Palafox, Director                      Ashley Sangster, Director

**REGULAR MEETING MINUTES**

**6:30 P.M. Closed Session 7:00 P.M. Opened Session  
 SMCSO Boardroom 08-26-2021**

I.	<b>Call to Order:</b>	6:30 PM	<b>Video part 1/4 Time: 0:01</b>
II.	<b>Pledge of Allegiance:</b>	Kalvans	
III.	<b>Roll Call:</b>	<i>Sangster, Kalvans, Gregory, Roney, Palafox</i>	ABSENT: <i>None</i>

IV. **Approval of Regular Meeting Agenda:**  
 Motion by: Director Sangster to approve Agenda  
 Second by: Director Kalvans  
 Motion: Voice Vote

Board Members	Ayes	Noes	Abstain	Recuse	Absent
R. Gregory	X				
A. Kalvans	X				
H. Palafox	X				
A. Sangster	X				
W. Roney	X				

**Public Comment for items on closed session agenda**  
 NONE

V. **ADJOURN TO CLOSED SESSION:** Time: 6:31 PM

A. **CLOSED SESSION AGENDA:**

1. **CONFERENCE WITH DISTRICT GENERAL COUNSEL-Existing Litigation**  
 Pursuant to Government Code Section 54956.9 (d)(1) Case: Steinbeck v. City of Paso Robles, Santa Clara County Superior Court Case No. 1-14-CV-265039 and Case: Eidemiller v. City of Paso Robles, Santa Clara County Superior Court Case No. 1-14-CV-269212

VI. **Call to Order for Regular Board Meeting/Report out of Closed Session 7:00 PM**  
 Time: 7:00 PM

1. Report out of closed session by District General Counsel (Doug White- WhiteBrenner, LLP)  
 1. Direction was given to Staff

VII. **Public Comment and Communications for items not on the Agenda:** **Video part 1/4 Time: 06:35**  
 General Manager Rob Roberson read aloud "Board Meeting Decorum" from the Board Handbook  
 Kiba Baird- Public information officer for Camp Roberts, introducing herself.  
 Owen Davis- San Miguel Resident voiced his discontent with the CSD.

VIII. **Special Presentations/Public Hearings/Other:**

Video part 1/4 Time: 12:20

NONE

IX. **Staff & Committee Reports – Receive & File:****Non-District Reports:**

Video part 1/4 Time: 12:30

1. San Luis Obispo County: None

2. Camp Roberts—Army National Guard:

Video part 1/4 time: 12:55

Kiba Baird- Public information officer for Camp Roberts, Spoke in regards to the recent events in Afghanistan, if anyone related to or affiliated with those in military service, we have resources and are prepared to assist in recovery or anything they may need, is a 10-year army veteran and combat wounded from Operation Iraqi Freedom and understands severity that goes into situations like this, can easily forget our neighbor is Camp Roberts and resources are right here, though we respond to SLO they will respond accordingly in North County as well, will be here for any questions.

3. Community Service Organizations:

Video part 1/4 time: 14:10

Sheriff's N Station Commander Raleigh - Presented regular monthly report for July 2021, 2,207 calls for service from north station, 469 from Templeton, 187 from San Miguel compared to last year 254, 4 for assault and battery, 3 general reports, one victim hit with a bottle, other related to domestic violence, 24 disturbance calls, elder abuse, family disturbance, no burglaries or theft, one vandalism, two trespassing, zero phone scams, 4 suspicious persons, 296 calls re fireworks in entire county San Miguel 18, had a unit here in town did not find any street racing

Scott Young (President SMFA)- Annual fireworks sales very successful, thanks to everyone who participated. They were able to replace the flags at the community park, are collecting school supplies with FdVA Church-doing very well. Were able to donate some fire equipment (that was donated to the SMF dept.) to San Juan New Mexico- very well received donation to their 18 crew fire department

**District Staff & Committee Reports:**

4. Interim General Manager :

Video part 1/4 time: 18:18

RR- CSD continues to work under covid, the county going through 3rd surge, county hospitals 10 times up from June. 58 hospitalized and 16 now in ICU, had 5 deaths nonrecent, possibility that county could implement mask mandate, hospitalization ages are dropping average age is 50, significant increase in children with Covid in hospitals. Billing has completed scanning and auditing CSD customer files to ensure that the District has updated information, moved approx. 230 out of 900 customers to electronic payment, moving forward with getting new phone system VOIP, 20/21 financial audit is moving forward, we have received info from the county, waiting for Kramer CPA review. Alex scheduled to be here in early to mid-September. Engine 8668 was dispatched to Fresno on July 12 for 8 days then moved to Dixie fire, returned August 4th- 24-day commitment. The revenue generated from OES master mutual aid placed in capital reserve for future engine and equipment payment, 8687 was sold to Pioneer Volunteer Fire outside Folsom for \$53k- funds placed in capital reserve and made first payment for new engine, remaining \$6k designated to cover cost of build-out for new engine. Water distribution break on Aug 10th, customers were only without service for approx. 15 hours. Viborg will be coming next week. Board Clerk/Accounts Manager will be out for 3-4 weeks due to medical and available by phone after first week, Board Clerk & GM will be attending Governance Leadership Conference on the 26th through 9th, as directed by the Board during 2019 GM evaluation, first available training, cost \$650 per attendee, Account Manager was able to obtain tuition scholarship from Dr. James Hope Owens. The CSD's Directors training scheduled for Sept. 2nd will be postponed till October due to medical reasons.

**Board Comment:**

RG- Re. covid cases, are those patients vaccinated or not

RR- Delta variant, vaccinated persons have contracted it, numbers increased over last week

RR- Tamara was able to get scholarship, GM will need to be paid for by CSD

5. District General Counsel: Nothing to report from WhiteBrenner

Video part 2/4 time: 00:58

6. District Engineer : Dr. Reely Report submitted as written Video part 2/4 time 01:04

**Board Comment:**

AS- what do you attribute to lower production of water over last year  
BR- possibly rates and weather differences

7. Director of Utilities: Mr. Dodd Report submitted as written Video part 2/4 time 02:10

**Board Comment:**

RG- started including well level, was that done before? How is that related to last year? Drought? Depth? Arsenic-working with Awalt, treatment? Looking at well 2?  
KD- voiced that the well levels have been in there, usually within a couple feet in same range for this kind of year, fairly stable year-round, both wells 300 ft deep, looking at every option for treatment cons mostly cost, looking for just well 2 but possible well 3 & 4

8. Fire Chief: Chief Roberson Report submitted as written Video part 2/4 time: 05:05

**Public Comments for all reports:**

Owen Davis- San Miguel Resident, Asked about SLT well

X. **Consent Calendar:** Video part 2/4 time: 06:57

1. **Review and Approve Board Meeting Minutes**
  - A. 7-22-2021 Regular Board Meeting
2. Approving RESOLUTION 2021-29, assignment of banking powers for Interim General Manager Robert Roberson and Financial Officer Michelle Hido for district bank accounts and removing former Financial Officer Paola Freeman.

**Motion by:** Director Gregory  
**Second by:** Director Palafox  
**Motion:** to Approve Consent Calendar as written by voice vote

Board Members	Ayes	Noes	Abstain	Recuse	Absent
R. Gregory	X				
A. Kalvans	X				
H. Palafox	X				
A. Sangster	X				
W. Roney	X				

XI. **Board Action Items:** Video part 2/4 time: 08:18

1. **Review, Discuss and Receive the Enumeration of Financial Report for JULY 2021**
  - A. Claims Detail Report
  - B. Statement of Revenue Budget vs Actuals
  - C. Revenue Budget vs Actual Summary
  - D. Statement of Expenditures Budget vs Actual
  - E. Cash Report

**RECOMMENDATION: Review and Receive Financial Report for July 2021.** Item Presented by District Financial Officer Michelle Hido

July financials are as submitted, but are not being asked to file till after the audit. When the audit is complete June, July and probably August financials will be brought back for submittal along with a year-end financial report & analysis of CSD costs. Kramer has received all reports requested, the audit is currently scheduled for September. We received rate change notices from 3 vendors: prices will go up for Great Western Alarm, White Brenner, and Pacific Premier Bank.

**Board Comment:**

AS- What specific are increases on three vendors mentioned?

MH- Pacific Premier mailed us 3 pages of various fee changes- some examples are NSF checks and price of copies. Western Alarm raised 10%. White Brenner 3.2% increase in their fees.

AS- Are we buying meters every month?

MH- It's an annual item.

KD- We annually budget for replacement meters. And we also buy replacement meters throughout year as needed.

AS- So we are replacing 36 meters a year?

KD- the program allotment is 40 meters a year, reflecting overall cost as it fluctuates per year

**Public Comments:** None

*Discussion Item Only*

Video part 2/4 time: 14:55

2. **Presentation and discussion on status of the Machado Wastewater Treatment Facility Upgrade Project**

**Recommendation:** Receive and discuss status update for Machado Wastewater Treatment Facility Upgrade  
*Information Item Only*

BR- Presented where the District is on the Wastewater Treatment Plant and a little history, the District plant is approaching capacity, high capacity, notified in 2018 by Water Board that must begin process of upgrading and expanding plant to meet future needs of community and changing in right direction. Prepared a PowerPoint presentation- (see district website) Current plant has 4 aerated lagoons, built in the 90s, going through planning process to find different alternatives- membrane bio-reactor, gives ability to meet new requirements, ability to produce recycled water; primary project plant upgrade, future plans: solar installation to generate our own power, Monsoon Consultants began the design process, received building/design grant, Apr 2020 were able to deliver a Preliminary Engineering Report requirement by funding agency and contract to Dudek to start NEPA/CEQA, Sept 2020 adopted new general order, June 2021 received one proposal for MBR, July 2021 received administrative graph, cross review issued for Headworks screening in Nov-next step, finished design development, secured a bid for big chunk of project, finishing up procurement from headworks, and move through the final steps.

**Board Comment:**

AS- The \$11 plus million does include \$6.8 million for MBR? -Yes. MBR is going to be sustainable or modular, what is the cost of expansion and how involved is it to increase the capacity of that means?

BR- The expansion is predesigned to expand, quite easily. The initial plant expansion is to go to 325k gallons, from 200k gallons. Further expansion/ added module may bring it to 500k gallons. Discussion ensued.

AK- How much can we expect in funding.

BR-Conversations with USDA they have combination grant and loan, they can't promise till they do their analysis to amount how much is split between grant and loan, federal allocation program, bill going through congress right now with some money for projects like this, probably won't know for a couple months.

AK- we will need to be ready for when those grants come available- they are competitive.

BR- absolutely, we are doing a lot to be available for those grants, got many of requirements complete, will be going after all the programs they have available.

**Public Comments:** None

Video part 3/4 time: 02:10

- 3. **Discussion and Consideration by the Board of Directors of the San Miguel Community Services District to approve the Request for Proposals (RFP) Release & Technical Specifications for the Wastewater Treatment Facility Upgrade & Expansion Headworks Screening and Grit Removal Equipment and authorize the Director of Utilities to advertise for qualified cost proposals.**

**Recommendation:** Discuss and authorize Director of Utilities to advertise for cost proposals from qualified Headworks Screening and Grit Removal Equipment Vendors.

Director of Utilities Kelly Dodds presented; - this is the second portion of RFP process for the plant, first MBR, then Headworks pre-screening before we get to MBR, asking to approve release of RFP. The District circulated in September due on 17th could come back to Board in October, only for Headworks' equipment. Installation will be done by general on site contractor made changes to be consistent with what was asked for by the Board. Discussion ensued.

**Board Comment:**

AS- In relationship to RFP documentation voiced that he does not see where communicating that any proposer will be accepting the "terms" of the District by accepting proposal- KD voiced "terms" will Add in; AS- have we looked into public purchase or other larger public bidding points of purchasing RFPs, just thinking about response of putting out to wider audience- may get wider response through larger channels.

**Public Comments:** None

**Motion by:** Director Sangster

**Second by:** Director Gregory

To approve the Request for Proposals (RFP) Release & Technical Specifications for the Wastewater Treatment Facility Upgrade & Expansion Headworks Screening and Grit Removal Equipment and authorize the Director of Utilities to advertise for qualified cost proposals w/ addition that proposers are accepting of the Districts Standard Terms & Conditions

**Motion:**

Board Members	Ayes	Noes	Abstain	Recuse	Absent
A. Kalvans	X				
W. Roney	X				
H. Palafox	X				
A. Sangster	X				
R. Gregory	X				

#### 4. Discussion on the Integrated Waste Management Authority (IWMA)

**Recommendation:** Discuss the status if the IWMA

Item Presented by Director of Utilities Kelly Dodds explaining that the IWMA assist city, county, and special districts applying with state assembly/senate bills relating to solid waste management, formed to create hazardous and solid waste programs- cost saving group consolidation, IWMA has 13 board members one for each city, state also formed call-recycle to be clearing house for this information that other IWMA's were collecting, Cal-Recycle purpose to manage state that everybody doing what supposed to, currently IWMA collects data from solid waste haulers such as SM Garbage, IWMA reports differently and performs site inspections, District-they provide frequent and infrequent information that can be posted to social media and included in our bills, they collect info and report back to Cal-Recycle on our behalf and make sure following all applicable regulations. On, Aug 10 SLO County Board Supervisors voted to leave IWMA over difference of opinion, Styrofoam ban, puts special districts in predicament, not a lot of information, district may in future may need to provide that monitoring and reporting, most dramatic increase in regulation is SB1383- actively trying to get out of, if we can get out would be best situation for district, if not a lot of discussion and reporting will need to be done and reported to Cal-Recycling, What will reform look like? Should District stay with IWMA? Should district attempt to join County program? What benefit does District get from being in IWMA? Does district want to take on reporting and compliance monitoring within? Should district hire consultant to provide neutral cost/benefit analysis, will be meeting with IWMA soon, the County did hire consultant to do analysis for them.

**Board Comment:**

AK- Voiced, don't know what to do with this, IWMA has large turnover and active investigations, don't know where the County got the 1.5 million in budget to spend on their recycling program, some of those CSD are bigger than our city and have way more people than us, want to make sure we have equal voice/standing as those larger districts, biggest thing concerned this means garbage will go up with state reporting in county areas.

KD- IWMA rejected 2-4% increase as set fee, other costs/flat rate cost were going up 5%, IWMA itself is looking accumulate 1.5 to 2 million dollars more to operate.

AK- saw that their staff report in July it said would double their budget ideally.

KD- they had to hire more people to keep up, they were trying costs increases to offset their inhouse costs.

AK- this County is so far behind, so many mandates and regulations for Recycling

KD- SB1383 is supposed to shift recyclable and solid waste to get it out of landfills

AS- based on county removing itself does this mean the membership is 7 cities and 1 representative for all CSD's

KD- Probably will be a struggle, would hope there is more representation, but most likely a new general board will have to be formed and won't know what that structure will look like till then, 5 Board of Supervisors almost 50% of GPA, too much is unknown at this point.

AK- do all the 11 districts have their own solid waste program- KD- Yes. AK- Have we heard back from friend John Luke?

KD- above and beyond they are helping us through the debacle, we can apply with everything we have right now, had conversations with them, they accumulate all data and pass it on to IWMA who passes it to Cal-Recycle, SM Garbage company had meetings with Cal-Recycle, district will have meeting with SM Garbage & Cal Recycle to know what it would be like if we go on our own- workload and financial aspect.

AK- do we know what local CSD in our area doing at this moment?

RR- when went to meeting heard what county is going to do but no feedback since decision was made?

RG- What is costs to do business with IWMA?

KD- No, direct cost out of pocket, all fees that pay for IWMA come from customers that pay for solid waste in the county or go to landfill, some used to be a flat rate and some are increasing rate, the consumers pay.

**Public Comments:** None

*Information Item Only*

**5. Review and approve Resolution 2021-28 authorizing a FY 2021-22 budget adjustment of \$10,000 to new Solid Waste object SB1383 Compliance (60-650) to be transferred from Solid Waste Operational reserve.**

**Recommendation:** Approve Resolution 2021-28 approving a budget adjustment of \$10,000 to new Solid Waste object SB1383 Compliance (60-650) to be transferred from Solid Waste Operational reserve

Item Presented by Director of Utilities Kelly Dodds explaining that he would like to create two things, contract to pay for legal fee and compliance issues relating to SB1383- estimated cost up to \$10k by end of year paid to either review ordinances and become compliant or review ordinances to become compliant and also file necessary reports to remove district from requirements of SB1383. Hoping we can do it for less.

**Board Comment:**

AK- Hope the cost could be a lot lower, worry about how SB1383 will do in long run, they will expect us to fund this project but will take our funding away?

KD- The County has discussed how IWMA has that clearing house, all the information they are asking for is provided by SM Garbage on regular basis, if District decides to do this on own there is an assumption that some or all fees paid by district residents will be paid to District for these programs, that would have to go through lengthy process to determine costs, is an option, wouldn't just be left to go after funding on our own, state able to provide funding to offset the development, initially going to be learning on solid waste hopefully can minimize that, always looking for state or federal funding, if we can get waiver costs will be minimized greatly.

AS- on what basis can we get a waiver? Do we meet the criteria?

KD- only available based on population per square mile, at initial overview we meet criteria, determining what we need to do to file for it, must be compliant by next year- should be compliant by January, don't start getting in trouble till July, the waivers based on population-meet that requirement, consulted for IWMA they have also stated we meet this waiver, have also heard don't need waiver, Cal-Recycle say we meet criteria also, San Miguel garbage has been greatly helpful- already provide all reports to IWMA

AK- How long is the waiver good for?

KD- the waiver lasts for 5 years, after 5 years there is a change SB1383 doesn't exist anymore but would have to reapply, some agencies bigger than us are fighting it, may not last long or get off the ground.

AK- Short term goal is to get a waiver and long-term goal is to anticipate something else from the state?

KD- Yes, to get a waiver to get off regulations required by SB1383 but there are some purchase requirements and overall compliance that will still be applied.

**Public Comments:**

Owen Davis (San Miguel Resident)- I think we should let San Miguel garbage handle this, they know exactly what they are doing, let them worry about the IWMA ordeal, turn it over to them and let them do what needs to be done. district we are ultimately responsible for maintaining and enforcing ordinances, there will be ordinances we will have to comply with regardless of San Miguel garbage is here to do it or not, we are very fortunate for them helping us.

**Motion by:** Director Kalvans

**Second by:** Director Sangster

**Motion:** To approve Resolution 2021-28 as written

Board Members	Ayes	Noes	Abstain	Recuse	Absent
A. Sangster	X				
W. Roney	X				
A. Kalvans	X				
H. Palafox	X				
R. Gregory	X				



6. **Discuss and authorize the Director of Utilities to release a RFP for District Engineering services**

**Recommendation:** Authorize Director of Utilities release a RFP for District Engineering Services.

Item presented by Director of Utilities Kelly Dodds- Based on last meeting, sent out RFP for District Engineering services, that's what is being provided right now, has been reviewed by current engineer and counsel, if there are any changes will make as necessary, goal is to get this out into the world to start getting a response and see who is interested

**Board Comment:**

AS- would like to include any proposer by proposing accepts the District "terms and conditions", does this have the engineer and counsels final format.

KD- they already reviewed it, and this is their comments.

RG- with this sort of RFP, do you approach companies, how does it work? Are we staying local?

KD- The District send out to all the companies known to us, normally put on CSDA, and any other engineering site we are aware of, goal is to find somebody local, depends on different firms/individuals,there are many great firms close to us, closer is preferable.

AS- Did you incorporate anything that includes a radius that the proposer must be within.

KD- the radius was 150 miles but we can include that in the RFP.

AS- how many engineers are on deck to be notified currently?

KD- do not have a list currently but believe 10 or 12 all within this county.

**Public Comments:** None

**Motion by:** Director Sangster

**Second by:** Director Kalvans

**Motion:** To approve Authorize Director of Utilities release a RFP for District Engineering Services

Board Members	Ayes	Noes	Abstain	Recuse	Absent
H. Palafox	X				
A. Sangster	X				
A. Kalvans	X				
W. Roney	X				
R. Gregory	X				

7. **Discuss and authorize the Director of Utilities to purchase and install an air conditioner for the server room/ office at the Machado WWTF in an amount of \$5452.00.**

**Recommendation:** Authorize Director of Utilities purchase and install an air conditioner at the Machado WWTF. Item presented by Director of Utilities Kelly Dodds; This item is to purchase and install an air conditioner for the service room/ office out at treatment plant, primary focus is temperature control of the server room, it's in a metal building, in order to keep room cooler in summertime has to keep door open but it allows the dust in, hoping to keep server room at a reasonable temperature and protect equipment from dust to prolong the life of the servers and equipment. The money is currently within the budget of treatment plant maintenance fund and no additional budget is being requested. We received 3 quotes from 3 vendors from \$4,200 to \$6,220 for purchase and on call electrician provided estimate cost not to exceed \$1,252 to bring power to the unit, requesting \$5,452 to purchase and install an air conditioner.

**Board Comment:**

AS- Can you tell us about the room the unit is in? Is there no climate control currently? KD- No

KD- There is a metal shop building with an office and bathroom, the servers are in that room.

WR- What is the ballpark value of the servers in the room?

KD- Each one is about a \$1,000, there is about \$5-\$6k worth of equipment associated with them, if it were to fail looking at about \$16-\$20k cost

WR- current value, which is much greater and needs to be protected.

HP- Is this server going to be used in the new treatment plant as well?

KD- The server and associated equipment will be used to the extent that they are not wiped out, most likely will be in-active use depending on when the treatment plant is completed, the type of air conditioner proposed will be able to be re-used in the server room in the new building to provide climate control for that room.

RG- what else is in that room besides the servers?

KD- servers, other paperwork, a desk that used to be used as an office.

RG- who is the winning quote?

KD- \$4200 from Hutch Heating & Air, highest from Air Left.

RG- This is a unit that will be a split?

KD- mini-split, small piece on inside, condenser on outside.

**Public Comments:** None

**Motion by:** Director Palafox

**Second by:** Director Roney

**Motion:** To Approve Authorize Director of Utilities purchase and install an air conditioner at the Machado WWTF NTE \$5452.00

Board Members	Ayes	Noes	Abstain	Recuse	Absent
H. Palafox	X				
W. Roney	X				
A. Sangster	X				
A. Kalvans	X				
R. Gregory	X				

Video part 4/4 time: 12:10

8. **Continued discussion on the Fire Department Temporary Housing unit**

**Recommendation:** Discuss the status and next steps for the Fire Department Temporary Housing unit Item Presented by Assistant Fire Chief Scott Young- The follow up on trilogly installation for temp housing on property, have acquired lease, received geological report from Beacon Geotechnical on June 18, findings state that the soil is suitable for proposed use, we can lodge a building on that site, have 6 potential vendors on list to contact for supplies for unit once the yard is complete, vendors on site providing documentation, have to get the permits, more information to come.

**Board Comment:**

RG- I know we said many months ago it'd be August, realistically now what do you think at this point?

SY- Voiced that he has heard from manufacturers may take about 6 months to fabricate a unit, if we can come to terms with a supplier that has a stock unit on site- might be sooner to process, heard from county, being gone didn't help, must wait for geotechnical to come back.

**Public Comments:** None

Video part 4/4 time: 15:10

9 **Discussion on status of Machado Wastewater Treatment Facility expansion and aeration upgrade project**

**Recommendation:** Discuss the status and next steps of the Machado Wastewater Treatment Facility expansion and aeration upgrade projects

Item presented by Director of Utilities Kelly Dodds- July averaged 142,364 gallons per day 71% of design capacity, next day 83% capacity, hovering around same amount every month, with initial projections a little off as far as when we will reach our capacity, community is doing their part

**Board Comment:**

AK- what is the earliest ballpark figure to get the plant up?

KD- highly dependent on environmental project, currently USDA is reviewing environmental report, county did preliminary review of report, constantly looking for grant funds, assuming that all funding falls into place best case is break ground in January or February, realistically timeframe June or July, if funding is made available sooner through USDA.

AK- if we were to get quote sooner, do they have the man work to produce our unit within this timeframe.

KD- at this point they are however advised that they have other projects that are already in the field, are willing to spot in line one for us but need assurance we are going that way, next step they would be concerned with is board approval and proceed the design and construction documents from them.

AK- with timeline, where does the MBR fit in the overall construction of plant.

KD- based on current design, going on clean slate, if we were to do the contracts at same time for site work and MBR, could be priority for site contractor to build that pad, MBR contract is pad up they would come in and build their own pad, can work backwards, one consideration that 500 year flood wall would have to be constructed after which at this point is not main concern.

**Public Comments:** None

**XII. BOARD COMMENT: Video part 4/4 time 21:30**

Board Clerk addressed AK- Previous meeting asked for info regarding nominations for IWMA, time frame for

AK- Want to thank SY and the fire crew for going out safely to the big state fires

RG- Thank the staff for the microphones

WR- How were the microphones purchased? Money well spent

RR- The microphones were purchased by district, equipment that set them up donated by fire association

**XIII. ADJOURNMENT TO NEXT REGULAR MEETING Approx 8:55 PM Video part 4/4 time: 23:30**



**BOARD OF DIRECTORS**

Raynette Gregory, President                      Anthony Kalvans, Vice-President  
 Ward Roney, Director                              Hector Palafox, Director                      Ashley Sangster, Director

**REGULAR MEETING MINUTES  
 7:00 P.M. Opened Session  
 SMCSO Boardroom 09-23-2021**

I.	<b>Call to Order:</b>	9:00 PM	<b>Video part 1/4 Time: 0:01</b>
II.	<b>Pledge of Allegiance:</b>	Kalvans	
III.	<b>Roll Call:</b>	<i>Sangster, Kalvans, Gregory, Roney, Palafox</i>	ABSENT: <i>None</i>

IV. **Approval of Regular Meeting Agenda:**  
 Motion by: Director Gregory to approve Agenda  
 Second by: Director Kalvans  
 Motion: Voice Vote

Board Members	Ayes	Noes	Abstain	Recuse	Absent
R. Gregory	X				
A. Kalvans	X				
H. Palafox	X				
A. Sangster	X				
W. Roney	X				

**Public Comment for items on closed session agenda**  
 NONE

V. **ADJOURN TO CLOSED SESSION:**  
 A. **CLOSED SESSION AGENDA:** None

VI. **Call to Order for Regular Board Meeting/Report out of Closed Session 7:00 PM**  
**Time:** 7:00 PM

VII. **Public Comment and Communications for items not on the Agenda:** **Video part 1/4 Time: 01:48**  
 Public comment made by Owen Davis (San Miguel District Resident).  
 Director Sangster read statement about Special Board Meeting on 8-19-2021; aloud and asked District General Counsel what legal item was holding up the board packet this month. *(statement available at District office)*

VIII. **Special Presentations/Public Hearings/Other:** **Video part 1/4 Time: 10:30**  
 NONE

IX. **Staff & Committee Reports – Receive & File:**  
**Non-District Reports:**  
 1 San Luis Obispo County: **Video part 1/4 Time: 10:40**

Report Read by Board Clerk- Email directed to Director Kalvans from Judy Brown (San Miguel Library), Library was one of only two in California chosen for special grant given to small and rural libraries by Federal Associations, email will be on website for review. *(email available at District Office)*  
San Luis Obispo Sheriff from North Station gave verbal report.

- 2 Camp Roberts—Army National Guard Video part 1/4 Time: 14:58

See Board Comment Video part 4/4 Time 01:44

Kiba Baird- Public information officer for Camp Roberts, presented information about the status of Camp Roberts.

- 3 Community Service Organizations: None Video part 1/4 Time: 15:02

**District Staff & Committee Reports:**

- 4 Interim General Manager : Video part 1/4 Time: 15:10

Interim General Manager Rob Roberson gave verbal report- Covid cases and statistics in San Luis Obispo County, Financial Officer Michelle Hido will be working with the auditor next week. Staff will be moving forward with switch to VOIP phone system, and moving forward with switching to Black Mountain Payroll, as well as migrating District server to the cloud for all Black Mountain Software. Board Clerk and Account Clerk are working with DWR for Covid relief funding, and all utility billing restrictions due to Covid expire September 30th. Fire Department sent engine to Caldor Fire and returned, received invoice for River Fire, ready for bid process for Temporary Housing, working to get a new emergency responder radio for station, received all components for the MDCs for the engines and they are be installed. The Director of Utilities Kelly Dodds will be meeting with San Miguel Garbage and IWMA to discuss compliance. Board Clerk and General Manager will be attending Special District Leadership Academy Conference at the end of month.

**Public Comment:** Public comment made by Owen Davis (San Miguel District Resident).

**Board Comment:** None

- 5 District General Counsel: Nothing to report from WhiteBrenner Video part 1/4 Time: 23:35

- 6 District Engineer : No report Video part 1/4 Time: 23:50

- 7 Director of Utilities: Report is as submitted with additional statement read aloud about the Headworks bids and proposals received

**Board Comment:** Video part 2/4 time 02:10

Director Sangster asked about Headworks bids and proposals received. Discussion ensued

President Gregory asked about coincidence of bids received, sensors and monitor failure, relief and shut-off for overdue accounts, yearly cleanup, E-waste/Mattress drop off, and rain amount.

Director Kalvans asked about conservation foreshadowing.

Video part 2/4 time: 05:05

- 8 Fire Chief: Chief Roberson Report is as submitted with additional statement read aloud about financial overview and mileage report.

**Board Comment:**

President Gregory asked about cleanup date on the calendar. Discussion ensued

**Public Comments for all reports:** None

X. **Consent Calendar:** Video part 2/4 Time: 08:00

1. **Review and Approve Board Meeting Minutes**

A. 08-19-2021 Regular Board Meeting

Director Sangster requested Minutes be amended, discussion ensued. Item tabled until next board meeting.

**Motion by:** Director Gregory

**Second by:** Director Kalvans

**Motion:** to table item, bring back with changes at next Board Meeting

Board Members	Ayes	Noes	Abstain	Recuse	Absent
R. Gregory	X				
A. Kalvans	X				
H. Palafox	X				
A. Sangster	X				
W. Roney	X				

5/0/0

**XI. Board Action Items:**

**Video part 2/4 Time: 19:50**

**1. Review, Discuss and Receive the Enumeration of Financial Report for AUGUST 2021**

- A. Claims Detail Report
- B.  Statement of Revenue Budget vs Actuals
- C. Revenue Budget vs Actual Summary
- D. Statement of Expenditures Budget vs Actual
- E. Cash Report

**RECOMMENDATION: Review and Receive Financial Report for AUGUST 2021.**

Report as submitted to be reviewed and discussed with additional notes on reviewing last fiscal years' reports in preparation for audit, item is not being asked to be filed.

**Board Comment:**

Director Kalvans asked regarding audit timeline and budget adjustments.

Interim General Manager responded adjustments come back for mid-year review in December, every year

Director Gregory asked about write-off amount.

Financial Officer Michelle Hido responded about White-Oak legal closure and write off from delinquent Utilities tax bill.

**Public Comments:** None

*Discussion Item Only*

**Video part 2/4 Time: 25:45**

**2. Discuss and approve Resolution 2021-30 adopting a fee schedule for water meters, notices and other services and or repair installation services provided by the District**

**Recommendation:** Approve Resolution 2021-30 adopting a revised fee schedule

Report submitted by Director of Utilities Kelly Dodds as written

**Board Comment:**

Director Sangster made a statement regarding fees billed to property owner

Director of Utilities responded District is responsible for the sewer mains and up to the water meter while beyond is property owner's responsibility.

President Gregory asked about previous price; discussion ensued.

**Public Comments:** None

**Motion by:** Director Gregory

**Second by:** Director Roney

**Motion:** To approve Resolution 2021-30 adopting a fee schedule for water meters, notices and other services and or repair installation services provided by the District

Board Members	Ayes	Noes	Abstain	Recuse	Absent
H. Palafox	X				
W. Roney	X				
A. Kalvans	X				
A. Sangster	X				

Video part 2/4 Time: 30:25

3. **Discuss and Adopt Resolution 2021-27 Approving an agreement for ON-CALL District Engineering Services with GSI Water Solutions Inc.**

**Recommendation:** Discuss and adopt Resolution 2021-27 approving an agreement with GSI Water Solutions, Inc. for temporary ON-CALL District engineering services contract.

Item presented by Director of Utilities Kelly Dodds as submitted.

**Board Comment:**

Director Sangster asked question about recommendation, proposal due date, anticipation of time amount for using GSI. Discussion ensued.

Director of Utilities responded due date is tomorrow, looking for between 10 and 15 hours with GSI as we already have majority of information

Director Sangster made statement about a retroactive contract not making sense for a public entity

**Public Comments:** None

**Motion by:** Director Sangster

**Second by:** Director Gregory

**Motion:** To approve Resolution 2021-27 amended w/o retroactive position for on-call District Engineering Services with GSI Water Solutions Inc.

Board Members	Ayes	Noes	Abstain	Recuse	Absent
W. Roney	X				
A. Kalvans	X				
H. Palafox	X				
A. Sangster	X				
R. Gregory	X				

5/0/0

Video part 3/4 Time: 02:00

4. **Review and approve change order for DUDEK in an amount not to exceed \$4,550 to complete an environmental assessment (EA) required by USDA.**

**Recommendation:** Authorize a change order with DUDEK in an amount of \$4,550

Item Presented by Director of Utilities Kelly Dodds report as submitted and explaining the timeline and statues to date. Discussion ensued

**Board Comment:**

Director Sangster made a comment about Dudek should pay for the project, does not think we should incur legal fees chasing this, and we need to get it completed, and would like Utility Director to include statement with a date to have the work complete by and for no more than the set fee.

Director of Utilities replied to the Director Sangster’s comment, we can include language in the contract and talk to legal to include liquidated damages in contract.

District General Counsel made statement in response to including language in contract and deadline with Dudek.

Director Sangster made comment in agreement with Counsel and believes this is least costly solution.

Director Kalvans made statement that there is a process for officially black-listing companies, but it can cause a ripple effect if those companies circulate to other companies. Dudek has had a history of errors and not doing the work correctly.

Director of Utilities agrees that Dudek has errors based on not putting any effort into the work, it’s less likely they will cut corners at this point however it’ll be much easier for us to correct it. If we can enforce a finite deadline with liquidated damages, we can force them to want to finish it or do it for free.

Discussion ensued about Dudek change order.

**Public Comments:** None

**Motion by:** Director Sangster

**Second by:** Director Gregory

**Motion:** To approve change order with amendment to add specific deadline for performance and if they exceed deadline there will be a penalty schedule implemented.

Board Members	Ayes	Noes	Abstain	Recuse	Absent
A. Kalvans	X				
A. Sangster	X				
W. Roney	X				
H. Palafox	X				
R. Gregory	X				

5/0/0

Video part 3/4 Time: 20:05

5. **Discussion on status of Machado Wastewater Treatment Facility expansion and aeration upgrade project**

**Recommendation:** Discuss the status and next steps of the Machado Wastewater Treatment Facility expansion and aeration upgrade projects.

Item Presented by Director of Utilities Kelly Dodds Flow Correction: In August, the plant averaged 145,044 gallons per day (73% of hydraulic design capacity) with a max day of 203,392 gallons (103% of hydraulic design capacity).

Discussion ensued.

Director of Utilities stated the treatment plant dry sledges outside, but new process will be creating a sludge tape that is hauled off on a regular basis, our plant will improve.

**Board Comment:**

Director Sangster made statement about funding for MBR and managing time with Cloacina

Director of Utilities made statement that the building design plan is not applicable to another builder, if we are not able to get funding from USDA would have to aggressively seek funding from another agency. Discussion ensued

**Public Comments:** None

XII. **BOARD COMMENT:**

Video part 3/4 Time: 30:20

Director Kalvans submitted items for future agenda consideration to Board Clerk.

Director Sangster requested if the board packets are large to have them out to all Directors before the weekend and he will not be at October Meeting.

Director Gregory read aloud article dated September 20th, 2021 about 10 best small towns to retire in the US and the North County of San Luis Obispo was listed as one.

Camp Roberts representative Kiba Baird gave verbal report of status of Camp Roberts, see item IX.2.

Interim General Manager made statement about Board Clerk absence last month, voiced appreciation for District staff, and would like to encourage any public comment or questions.

President Gregory voiced appreciation for staff as well.

XIII. **ADJOURNMENT TO NEXT REGULAR MEETING**

8:51:00 PM





**BOARD OF DIRECTORS**

Raynette Gregory, President                      Anthony Kalvans, Vice-President  
 Ward Roney, Director                              Hector Palafox, Director                      Asheley Sangster, Director

**REGULAR MEETING MINUTES  
 6:00 P.M. Closed Session Only  
 SMCSO Boardroom 10-14-2021**

I.	<b>Call to Order:</b>	6:00 PM
II.	<b>Pledge of Allegiance:</b>	Kalvans
III.	<b>Roll Call:</b>	<i>Gregory, Palafox, Kalvans, Sangster, Roney</i> ABSENT: <i>None</i>

IV. **Approval of Regular Meeting Agenda:**  
 Motion by:            Director Roney  
 Second by:           Director Palafox  
 Motion:                Voice Vote

Board Members	Ayes	Noes	Abstain	Recuse	Absent
R. Gregory	X				
A. Kalvans	X				
H. Palafox	X				
A. Sangster	X				
W. Roney	X				

**Public Comment for items on closed session agenda**  
 NONE

V. **ADJOURN TO CLOSED SESSION:**                      Time: 6:02 PM

A. **CLOSED SESSION AGENDA:**

1. **CONFERENCE WITH DISTRICT GENERAL COUNSEL-ANTICIPATED LITIGATION**  
 Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2):  
 One (1) potential case

VI. **Report out of Closed Session 7:00 PM**  
 Time: 7:02 PM

1. Report out of closed session by District General Counsel (Doug White, WhiteBrenner, LLP)

1. The Board directed General Counsel to contract with a workplace investigator to conduct an investigation of potential misconduct by Director Ashley Sangster while in the office of Board President and subsequent to his 2021 removal from that office.
2. The Board voted to waive attorney-client privilege as it relates to certain billing records and supporting documentation from General Counsel to the District regarding Director Sangster’s seeking of the General Manager position within the District.

**VII. Public Comment and Communications for items not on the Agenda:**

Perfomed after item III Roll Call: None

**VIII.-XI. Special Presentations/Public Hearings/Other:** None**X. Consent Calendar:** None**XI. Board Action Items:** None**XII. BOARD COMMENT:** None**XIII. ADJOURNMENT TO NEXT REGULAR MEETING** 7:45:00 PM



**San Miguel Community Services District**  
**AGENDA ITEM: XI – 1 - 1**  
**Financial Report**

**OCTOBER 21<sup>ST</sup>, 2021**

**BOARD ACTION:** Review the enumeration of Financial Reports for September 2021

**September 2021 Revenue:** \$205,724.08 (primarily user fee revenue)

**September 2021 Expenses:** \$231,360.31

**CSD PROJECTS:**

Resolution 2021-06: Generator Project- \$230,000.00 CALOES Power Resiliency Grant

SEPTEMBER costs: EQ-Wine Covers \$2,417.94

Grant use to date: \$34,821.73 (currently 15% of the grant has been used)

Status: In Process

WWTP Expansion- SWRCB Order June 2018

SEPTEMBER costs: Monsoon \$10,302.50, RFP release \$56.87

Project costs to date: \$425,015.99

Status: In Process

Resolution 2021-05: MDC- Budget: \$20,000.00

SEPTEMBER costs: 0

Project costs to date: \$4,620.25 (23% spent thru September 2021)

Status: In Process

Fire Temporary Housing Unit-

SEPTEMBER costs: 0

Project costs to date: \$7,429.76

Status: In Process

Resolution 2021-20: VFD at Well 4- Budget: \$12,114.04

SEPTEMBER costs: 0

Status: Started

Resolution 2021-24: 12<sup>th</sup> St Water Line Break- Asphalt Repair

Viborg Sand & Gravel \$23,853.00

Status: Completed, in budget

**LEGAL SERVICES**

Legal bill for July services \$15,442.71

Legal bill for August services \$12,037.20

**2021/22 LEGAL EXPENSES TO DATE:**

BOARD MEETINGS:	\$ 6,576.41
CSD BOARD REQUESTS:	\$ 733.50
GENERAL CSD/ADMIN:	\$ 918.03
GENERAL HR AND HR CONTRACTS:	\$ 207.60
HR INVESTIGATION/ARBITRATION:	\$ 3,317.28
PUBLIC RECORDS REQUESTS:	\$ 1,115.89
SEWER:	\$ 325.20
STEINBECK:	\$ 7,021.90
WHITE OAK:	\$ 2,792.60
WATER:	\$ 4,471.50

**OTHER GENERAL OPERATING EXPENSES- SEPTEMBER**

- CalPERS \$15,014.44 – for September
- PG&E \$13,028.08 – Facilities
- Moss, Levy & Hartzheim \$5,000.00
- Hutch Heating & Air \$4,200.00
- Coblenz, Biehle & Cramer \$3,187.50 FYE JVs and Audit Preparation
- Microsoft Office365 for CSD and Board Members \$2,160.00
- RingCentral new phones and service \$2,094.39
- City of Paso Robles GSP 2019 Annual Report \$2,450.51
- SMCSO 12<sup>th</sup>-14<sup>th</sup> St Irrigation Meter \$2,169.04 8/15-9/15/2021 billing
- EQ-Wine Covers \$2,024.90 Soka Lift Station Control Cover
- Local IT Experts \$1,691.00 Monthly Service, Well Cameras and Tablet Profile Setup
- Wildhorse Propane \$1,535.79
- Red Helmet Training \$1,120.00
- TNT Fireworks refundable Clean Up Bond \$1,000.00

**ITEMS OF NOTE**

BDS (our bill printer and mailer) prices have increased approximately .05/customer bill. Increasing our billing costs ≈ \$540.00 a year

The Audit identified an open PO in the Black Mountain system for the WWTF Expansion & Recharge Study - Resolution 2018-30 (September 27,2018). The project was completed and under budget, \$8,149.89 will go back to Capital Reserves from the PO.

**RECOMMENDATION:** Review this enumeration of Financial Reports for September 2021. These items are for information and discussion only. Hold on filing till after the 2020/2021 audit is completed.

**PREPARED BY:**

Michelle Hido

Financial Officer

**REVIEWED BY:**

Rob Roberson

Interim General Manager/Fire Chief

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
7145	19185S	650 13 STARS MEDIA	38.01					
1	7596	09/02/21 RFP- ENGINEER	19.00			40 64000	393	10200
2	7596	09/02/21 RFP- ENGINEER	19.01			50 65000	393	10200
7146	19185S	650 13 STARS MEDIA	56.87					
1	7597	09/02/21 RFP- WWTFP EXP HEADWRKS EQPT	56.87			40 64000	587	10200
		<b>Total for Vendor:</b>	<b>94.88</b>					
7223	19223S	690 ALONSO, ANDRES & MARQUEZ, Water & Sewer deposit refund 1131 K ST	0.99					
21070-02								
1	21070-02	09/15/21 SEWER DEPOSIT REFUND 1131 K	0.50			40 20550		10200
2	21070-02	09/15/21 WATER DEPOSIT REFUND 1131 K	0.49			50 20550		10200
		<b>Total for Vendor:</b>	<b>0.99</b>					
7150	19186S	689 AMAZON CAPITOL SERVICES	95.64					
INV# 1L73-3YRL-LP34								
1	1L73-3YRL-	09/01/21 HANDHELD BILDGE PUMP	95.64			50 65000	305	10200
7151	19186S	689 AMAZON CAPITOL SERVICES	315.40					
INV# 17Q9-1CGN-H1PF								
1	17Q9-1CGN-	09/01/21 FIRE HOSE/HYDRNT ADAPTOR	157.70			40 64000	490	10200
2	17Q9-1CGN-	09/01/21 FIRE HOSE/HYDRNT ADAPTOR	157.70			50 65000	490	10200
7160	19186S	689 AMAZON CAPITOL SERVICES	356.17					
INV# 14GN-HNKN-4LGY								
1	14GN-HNKN-	09/01/21 WRIST RESTS	8.47			40 64000	410	10200
2	14GN-HNKN-	09/01/21 WRIST RESTS	8.47			50 65000	410	10200
3	14GN-HNKN-	09/01/21 WALL FILE ORGANIZER	18.87			20 62000	410	10200
4	14GN-HNKN-	09/01/21 FILES, FT RST, WRST RST, MNT	37.61			20 62000	410	10200
5	14GN-HNKN-	09/01/21 FILES, FT RST, WRST RST, MNT	3.28			30 63000	410	10200
6	14GN-HNKN-	09/01/21 FILES, FT RST, WRST RST, MNT	67.28			40 64000	410	10200
7	14GN-HNKN-	09/01/21 FILES, FT RST, WRST RST, MNT	66.48			50 65000	410	10200
8	14GN-HNKN-	09/01/21 FILES, FT RST, WRST RST, MNT	3.28			60 66000	410	10200
9	09/01/21	MEASURING WHEEL	19.98			40 64000	490	10200

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
10	09/01/21	MEASURING WHEEL	19.98			50 65000	490	10200
11	09/01/21	FOOT REST	18.56			40 64000	410	10200
12	09/01/21	FOOT REST	18.54			50 65000	410	10200
13	09/01/21	GAS SPOUT KIT	9.50			40 64000	305	10200
14	09/01/21	GAS SPOUT KIT	9.49			50 65000	305	10200
15	09/01/21	MONITOR STND	15.50			40 64000	410	10200
16	09/01/21	MONITOR STND	15.49			50 65000	410	10200
17	09/01/21	WRIST REST	7.70			40 64000	410	10200
18	09/01/21	WRIST REST	7.69			50 65000	410	10200
		<b>Total for Vendor:</b>	<b>767.21</b>					
7189	19203S	622 BALDWIN ELECTRIC SERVICE	1,108.96					
INV 348								
1	359 09/06/21	WWTP SERVER RM AC CONDUIT	554.48			40 64000	582	10200
2	359 09/06/21	WWTP SERVER RM AC CONDUIT	554.48			50 65000	582	10200
		<b>Total for Vendor:</b>	<b>1,108.96</b>					
7157	19187S	34 BLAKE'S INC	36.40					
1	1446772 09/28/21	9V BATTERIES, GOOF OFF	18.20			40 64000	305	10200
2	1446772 09/28/21	9V BATTERIES, GOOF OFF	18.20			50 65000	305	10200
7158	19187S	34 BLAKE'S INC	8.69					
1	1448268 08/25/21	ANTI-SIPH BALLCOCK	4.35			40 64000	352	10200
2	1448268 08/25/21	9V BATTERIES, GOOF OFF	4.34			50 65000	352	10200
7177	19204S	34 BLAKE'S INC	5.42					
2	1443326 07/28/21	BOLTS	5.42			50 65000	305	10200
7178	19204S	34 BLAKE'S INC	27.29					
2	1441720 07/20/21	NYLOCK, WASHERS, COMBO MACH Z	27.29			50 65000	353	10200
7206	19224S	34 BLAKE'S INC	3.80					
1	1440369 07/13/21	SINK AERATOR REPLACEMENT	3.80			20 62000	352	10200
		<b>Total for Vendor:</b>	<b>81.60</b>					

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
7236	19246S	573 BURT INDUSTRIAL SUPPLY	270.74					
1	97979	09/27/21 PVC PIPE AND FITTINGS	222.74			40 64000	582	10200
2	97979	09/27/21 RAGS	24.00			40 64000	305	10200
3	97979	09/27/21 RAGS	24.00			50 65000	305	10200
7260	19246S	573 BURT INDUSTRIAL SUPPLY	176.18					
Gloves								
1	97715	09/21/21 Work Gloves	88.09			40 64000	305	10200
2	97715	09/21/21 Work Gloves	88.09			50 65000	305	10200
<b>Total for Vendor:</b>			<b>446.92</b>					
7142	19188S	340 C&N TRACTORS	67.75					
2	53803P	08/19/21 SYNT OIL, BAR OIL	67.75			20 62000	305	10200
7197	19225S	340 C&N TRACTORS	50.50					
1	54112P	09/09/21 TRACTOR KEY	25.25			40 64000	490	10200
2	54112P	09/09/21 TRACTOR KEY	25.25			50 65000	490	10200
7255	19247S	340 C&N TRACTORS	39.17					
1	54181P	09/15/21 CHAIN SHARPENING	39.17*			20 62000	346	10200
7256	19247S	340 C&N TRACTORS	261.04					
1	57359P	09/21/21 EXCAVATOR REPAIR	261.04			50 65000	351	10200
<b>Total for Vendor:</b>			<b>418.46</b>					
7138	-99430E	416 CALPERS	3,948.14					
CalPers 1800 Health								
Coverage month SEPTEMBER 2021								
1	16527884	09/10/21 CalPers 1800 Health	352.11			20 62000	205	10250
2	16527884	09/10/21 CalPers 1800 Health	0.00			20 62000	206	10250
3	16527884	09/10/21 CalPers 1800 Health	87.75			20 21810		10250
4	16527884	09/10/21 CalPers 1800 Health	96.70			30 63000	205	10250
5	16527884	09/10/21 CalPers 1800 Health	0.00			30 63000	206	10250
6	16527884	09/10/21 CalPers 1800 Health	12.30			30 21810		10250
7	16527884	09/10/21 CalPers 1800 Health	947.15			40 64000	205	10250
8	16527884	09/10/21 CalPers 1800 Health	109.44			40 64000	206	10250

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
9	16527884	09/10/21 CalPers 1800 Health	147.73			40 21810		10250
10	16527884	09/10/21 CalPers 1800 Health	1,652.91			50 65000	205	10250
11	16527884	09/10/21 CalPers 1800 Health	109.44			50 65000	206	10250
12	16527884	09/10/21 CalPers 1800 Health	323.62			50 21810		10250
13	16527884	09/10/21 CalPers 1800 Health	96.70			60 66000	205	10250
14	16527884	09/10/21 CalPers 1800 Health	0.00			60 66000	206	10250
15	16527884	09/10/21 CalPers 1800 Health	12.29			60 21810		10250
7226 -99427E 416 CALPERS			501.08					
CalPers Annual Unfunded Accrued Liability Actuarial Valuation for Rate Plan 26019								
1	16538675	09/01/21 CalPers 3100 Retirement	102.72			20 21851		10250
2	16538675	09/01/21 CalPers 3100 Retirement	10.02			30 21851		10250
3	16538675	09/01/21 CalPers 3100 Retirement	190.41			40 21851		10250
4	16538675	09/01/21 CalPers 3100 Retirement	187.91			50 21851		10250
5	16538675	09/01/21 CalPers 3100 Retirement	10.02			60 21851		10250
7227 -99426E 416 CALPERS			1,387.17					
CalPers 4680 Annual Unfunded Accrued Liability Classic Plan 06-30-19 Actuarial Valuation								
1	16538659	09/01/21 CalPers 3100 Retirement	0.00			20 21850		10250
2	16538659	09/01/21 CalPers 3100 Retirement	69.34			30 21850		10250
3	16538659	09/01/21 CalPers 3100 Retirement	624.24			40 21850		10250
4	16538659	09/01/21 CalPers 3100 Retirement	624.24			50 21850		10250
5	16538659	09/01/21 CalPers 3100 Retirement	69.35			60 21850		10250
7228 -99425E 416 CALPERS			1,587.67					
CalPers 3100 Retirement Classic Classic Plan PP 7/26/2021 - 08/08/2021 Check Date 08/16/21								
1	16493199	09/07/21 CalPers 3100 Retirement	0.00			20 21850		10250
2	16493199	09/07/21 CalPers 3100 Retirement	59.73			30 21850		10250
3	16493199	09/07/21 CalPers 3100 Retirement	524.42			40 21850		10250
4	16493199	09/07/21 CalPers 3100 Retirement	943.80			50 21850		10250
5	16493199	09/07/21 CalPers 3100 Retirement	59.72			60 21850		10250



\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
7229	-99424E	416 CALPERS	1,763.59					
CalPers 26019 Retirement/PEPRA								
PPE 07/26/2021 08/08/2021 Payroll Check Date 08/16/2021								
1	16483748	09/07/21 CalPers 3100 Retirement	480.09			20 21851		10250
2	16483748	09/07/21 CalPers 3100 Retirement	16.89			30 21851		10250
3	16483748	09/07/21 CalPers 3100 Retirement	700.25			40 21851		10250
4	16483748	09/07/21 CalPers 3100 Retirement	545.71			50 21851		10250
5	16483748	09/07/21 CalPers 3100 Retirement	20.65			60 21851		10250
7230	-99423E	416 CALPERS	1,717.56					
CalPers 26019 Retirement/PEPRA								
PPE 008/09/2021 08/22/2021 Payroll Check Date 08/30/2021								
1	16483768	09/07/21 CalPers 3100 Retirement	479.78			20 21851		10250
2	16483768	09/07/21 CalPers 3100 Retirement	16.28			30 21851		10250
3	16483768	09/07/21 CalPers 3100 Retirement	678.15			40 21851		10250
4	16483768	09/07/21 CalPers 3100 Retirement	523.31			50 21851		10250
5	16483768	09/07/21 CalPers 3100 Retirement	20.04			60 21851		10250
7231	-99422E	416 CALPERS	1,609.23					
CalPers 3100 Retirement Classic								
Classic Plan PP 08/09/2021 - 08/22/2021 Check Date 08/30/21								
1	16493204	09/07/21 CalPers 3100 Retirement	0.00			20 21850		10250
2	16493204	09/07/21 CalPers 3100 Retirement	60.81			30 21850		10250
3	16493204	09/07/21 CalPers 3100 Retirement	534.12			40 21850		10250
4	16493204	09/07/21 CalPers 3100 Retirement	953.50			50 21850		10250
5	16493204	09/07/21 CalPers 3100 Retirement	60.80			60 21850		10250
7232	-99421E	416 CALPERS	1,250.00					
CalPers 457 Plan Contribution								
PPE /2021 - /2021								
1	16514219	09/27/21 CalPers 457 Plan	90.00			20 21860		10250
3	16514219	09/27/21 CalPers 457 Plan	25.00			30 21860		10250
4	16514219	09/27/21 CalPers 457 Plan	471.00			40 21860		10250
5	16514219	09/27/21 CalPers 457 Plan	631.00			50 21860		10250
6	16514219	09/27/21 CalPers 457 Plan	33.00			60 21860		10250

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
7233	-99420E	416 CALPERS CalPers 457 Plan Contribution PPE /2021 - /2021	1,250.00					
1	16514228	09/27/21 CalPers 457 Plan	90.00			20 21860		10250
3	16514228	09/27/21 CalPers 457 Plan	25.00			30 21860		10250
4	16514228	09/27/21 CalPers 457 Plan	471.00			40 21860		10250
5	16514228	09/27/21 CalPers 457 Plan	631.00			50 21860		10250
6	16514228	09/27/21 CalPers 457 Plan	33.00			60 21860		10250
<b>Total for Vendor:</b>			<b>15,014.44</b>					
7203	19226S	67 CHARTER COMMUNICATIONS Acct# 8245-10-105-0027311 Spectrum Business Internet/Voice Service 09/11/21 - 10/10/21	324.91					
1	091121	09/11/21 Internet/Voice CSD SEPTEMBER	97.47			20 62000	375	10200
2	091121	09/11/21 Internet/Voice CSD SEPTEMBER	113.72			40 64000	375	10200
3	091121	09/11/21 Internet/Voice CSD SEPTEMBER	113.72			50 65000	375	10200
7263	19249S	67 CHARTER COMMUNICATIONS Acct# 8245 10 105 0040553 1765 Bonita Treatment Plant Service from 09/18/2021 ~ 10/17/2021	149.97					
1	0553091821	09/18/21 Internet/Voice WWTP 9/18-1	74.99			40 64000	375	10200
2	0553091821	09/18/21 Internet/Voice WWTP 8/18-9	74.98			50 65000	375	10200
<b>Total for Vendor:</b>			<b>474.88</b>					
7143	19190S	199 CITY OF PASO ROBLES GSP 1ST ANNUAL REPORT FOR 2019, BTW JANUARY-APRIL 2020	2,450.51					
1	SM20210825	08/25/21 GSP 2019 ANNUAL REPORT	2,450.51			50 65000	324	10200
<b>Total for Vendor:</b>			<b>2,450.51</b>					
7161	19191S	583 COBLENTZ BIEHLE & CRAMER	2,737.50					
1	8739	07/31/21 PREAUDIT RVW, FIX PR, REVSE TMPL	561.19			20 62000	325	10200
2	8739	07/31/21 PREAUDIT RVW, FIX PR, REVSE TMPL	54.75			30 63000	325	10200
3	8739	07/31/21 PREAUDIT RVW, FIX PR, REVSE TMPL	1,040.25			40 64000	325	10200
4	8739	07/31/21 PREAUDIT RVW, FIX PR, REVSE TMPL	1,026.56			50 65000	325	10200

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Claim/ Line #	Check Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
5	8739 07/31/21	PREAUDIT RVW, FIX PR, REVSE TMPL	54.75			60 66000	325	10200
7216	19227S	583 COBLENTZ BIEHLE & CRAMER	450.00					
1	8805 09/17/21	FYE RPTS, PROP JVS, BANK REC	92.25			20 62000	325	10200
2	8805 09/17/21	FYE RPTS, PROP JVS, BANK REC	9.00			30 63000	325	10200
3	8805 09/17/21	FYE RPTS, PROP JVS, BANK REC	171.00			40 64000	325	10200
4	8805 09/17/21	FYE RPTS, PROP JVS, BANK REC	168.75			50 65000	325	10200
5	8805 09/17/21	FYE RPTS, PROP JVS, BANK REC	9.00			60 66000	325	10200
		<b>Total for Vendor:</b>	<b>3,187.50</b>					
7214	19228S	429 COUNTY OF SAN LUIS OBISPO - EH	127.00					
1	IN0132661 09/21/21	Cross Connection Admin Cost	127.00			50 65000	362	10200
		<b>Total for Vendor:</b>	<b>127.00</b>					
7156	19192S	654 CULLIGAN WATER	41.95					
1	837096 08/31/21	WATER DELIVERY AUGUST	20.98			40 64000	305	10200
2	837096 08/31/21	WATER DELIVERY AUGUST	20.97			50 65000	305	10200
		<b>Total for Vendor:</b>	<b>41.95</b>					
7168	19205S	93 DODDS, KELLY	150.00					
1	219990 08/12/21	Annual physical 2021	75.00			40 64000	121	10200
2	219990 08/12/21	Annual physical 2021	75.00			50 65000	121	10200
		<b>Total for Vendor:</b>	<b>150.00</b>					
7164	19206S	400 EQ - WINE COVERS	2,024.90					
942	Soka Lift Station Control Cover							
1	6916 09/09/21	942Soka LiftStation Cntl Cover	2,024.90			40 64000	349	10200
7165	19206S	400 EQ - WINE COVERS	2,417.94					
858	10th Tank Generator Cover							
Cal	OES Grant							
1	9614 09/07/21	858 10th Tank Genrtr Cover	2,417.94			50 65000	590	10200
		<b>Total for Vendor:</b>	<b>4,442.84</b>					

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7148	19193S	109 FERGUSON ENTERPRISES	610.90					
1	9430186	08/20/21 BLUE PIPE X20	199.60			50 65000	353	10200
2	9430186	08/20/21 COUPLINGS 6.54-7.65 X2	411.30			50 65000	353	10200
7172	19207S	109 FERGUSON ENTERPRISES	26.81					
1	9454232-1	09/02/21 PVC SWR GXG WYE	26.81			40 64000	353	10200
7188	19207S	109 FERGUSON ENTERPRISES	281.01					
1	9454232	09/01/21 4X20 PVC GJ SWR PIPE x60	110.93			40 64000	353	10200
2	9454232	09/01/21 4 PVC ADPT/COUP/PLUG	54.80			40 64000	353	10200
3	9454232	09/01/21 4 FLEX TAP SDL WYE	48.94			40 64000	353	10200
4	9454232	09/01/21 G-5BOX VLV BOX/LID	66.34			40 64000	353	10200
7209	19229S	109 FERGUSON ENTERPRISES	32.24					
1	9464418	09/07/21 PVC COUP, SWR GXG 45 BEND	32.24			40 64000	353	10200
		<b>Total for Vendor:</b>	<b>950.96</b>					
7152	19194S	112 FGL - ENVIRONMENTAL ANALYTICAL	42.00					
1	182697A	08/26/21 Metals Total	42.00			50 65000	358	10200
7155	19194S	112 FGL - ENVIRONMENTAL ANALYTICAL	205.00					
1	182701A	08/30/21 Metals Total B, Na	39.00			40 64000	355	10200
2	182701A	08/30/21 WET CHEM SO4,TDS,pH,N,NO3-3,C	141.00			40 64000	355	10200
3	182701A	08/30/21 SAMPLING PICKUP	25.00			40 64000	355	10200
7190	19208S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
1	182764A	08/31/21 Metals Total	67.00			50 65000	358	10200
7191	19208S	112 FGL - ENVIRONMENTAL ANALYTICAL	14.00					
1	182918A	08/31/21 Metals Total	14.00			50 65000	358	10200
7192	19208S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
1	182963A	08/31/21 Metals Total	67.00			50 65000	358	10200

\* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
7199	19230S	112 FGL - ENVIRONMENTAL ANALYTICAL	225.00					
1	182862A	09/10/21 COLIFORM	45.00			50 65000	356	10200
2	182862A	09/10/21 COLIFORM	45.00			50 65000	357	10200
3	082862A	09/10/21 COLIFORM	135.00			50 65000	359	10200
7215	19230S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
1	183051A	09/21/21 Metals Total	67.00			50 65000	358	10200
7248	19252S	112 FGL - ENVIRONMENTAL ANALYTICAL	81.00					
Metals Total + WET CHEM								
1	183303A	09/30/21 Metals Total + WET CHEM	81.00			40 64000	355	10200
7249	19252S	112 FGL - ENVIRONMENTAL ANALYTICAL	205.00					
1	183301A	09/30/21 Metals Total B, Na	39.00			40 64000	355	10200
2	183301A	09/30/21 WET CHEM SO4,TDS,pH,N,NO3-3,C	141.00			40 64000	355	10200
3	183301A	09/30/21 SAMPLING PICKUP	25.00			40 64000	355	10200
7252	19252S	112 FGL - ENVIRONMENTAL ANALYTICAL	125.00					
1	183299A	09/29/21 Coliform-Colilert	125.00			50 65000	359	10200
7258	19252S	112 FGL - ENVIRONMENTAL ANALYTICAL	53.00					
1	182863A	09/23/21 Metals Total	53.00			50 65000	358	10200
7259	19252S	112 FGL - ENVIRONMENTAL ANALYTICAL	67.00					
1	183188A	09/27/21 Metals Total	67.00			50 65000	358	10200
<b>Total for Vendor:</b>			<b>1,218.00</b>					
7174	19209S	632 FRONTIER COMMUNICATIONS (216-5)	104.25					
Acct #805-467-2015-051216-5								
Service from 9/1/21 - 9/31/21								
SCADA								
1	SEPT 2021	09/01/21 Alarm/SCADA	52.12			40 64000	310	10200
2	SEPT 2021	09/01/21 Alarm/SCADA	52.13			50 65000	310	10200
<b>Total for Vendor:</b>			<b>104.25</b>					

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
7262	19274S	308 FRONTIER COMMUNICATIONS (412-5)	61.92					
Acct #805-467-2818-010412-5 Service from 9/22/21 ~ 10/21/21								
FS/CSD ALARM								
1	09/22/21	FS/CSD Alarm September	12.69*			20 62000	310	10200
2	09/22/21	FS/CSD Alarm September	1.24*			30 63000	310	10200
3	09/22/21	FS/CSD Alarm September	23.53			40 64000	310	10200
4	09/22/21	FS/CSD Alarm September	23.22			50 65000	310	10200
5	09/22/21	FS/CSD Alarm September	1.24*			60 66000	310	10200
<b>Total for Vendor:</b>			<b>61.92</b>					
7251	19255S	348 GOLDING CONCRETE SAWING	860.00					
1	1683 09/29/21	Saw cutting well 4 gen install	860.00			50 65000	590	10200
<b>Total for Vendor:</b>			<b>860.00</b>					
7120	19196S	125 GREAT WESTERN ALARM	32.00					
GW-661 Service Period: 09/1/21 - 09/31/21								
inv 210800545101								
1	0800545101	09/01/21 Alarm Monitoring SEPTEMBER	16.00			40 64000	380	10200
2	0800545101	09/01/21 Alarm Monitoring SEPTEMBER	16.00			50 65000	380	10200
7121	19196S	125 GREAT WESTERN ALARM	83.16					
A0702 Service Period: 9/01/21 - 9/31/21								
Inv 210802242101								
1	0802242101	09/01/21 Answering Service SEPTEMBE	41.58			40 64000	380	10200
2	0802242101	09/01/21 Answering Service SEPTEMBE	41.58			50 65000	380	10200
<b>Total for Vendor:</b>			<b>115.16</b>					
7261	19257S	129 HACH	674.05					
Acct #292463								
1	12652592	09/23/21 Reagent Set, Chlorine Free	224.68			50 65000	356	10200
2	12652592	09/23/21 Reagent Set, Chlorine Free	224.68			50 65000	357	10200
3	12652592	09/23/21 Reagent Set, Chlorine Free	224.69			50 65000	358	10200
<b>Total for Vendor:</b>			<b>674.05</b>					

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
7173	19210S	574 HUTCH HEATING & AIR, INC	4,200.00					
1	23125	09/13/21 AC for Machado WWTP	4,200.00			40 64000	582	10200
		<b>Total for Vendor:</b>	<b>4,200.00</b>					
7185	19211S	147 JB DEWAR	890.17					
1	173719	09/09/21 Clear Diesel- 79.8 GAL	338.27			20 62000	485	10200
2	173719	09/09/21 Clear Diesel- 65.1 GAL	275.95			40 64000	485	10200
3	173719	09/09/21 Clear Diesel- 65.1 GAL	275.95			50 65000	485	10200
		<b>Total for Vendor:</b>	<b>890.17</b>					
7217	19231S	510 LOCAL IT EXPERTS	1,691.00					
1	322	09/26/21 MONTHLY IT SERVICE -SEPTEMBER	182.45*			20 62000	321	10200
2	322	09/26/21 MONTHLY IT SERVICE -SEPTEMBER	17.80*			30 63000	321	10200
3	322	09/26/21 MONTHLY IT SERVICE -SEPTEMBER	338.20*			40 64000	321	10200
4	322	09/26/21 MONTHLY IT SERVICE -SEPTEMBER	333.75*			50 65000	321	10200
5	322	09/26/21 MONTHLY IT SERVICE -SEPTEMBER	17.80*			60 66000	321	10200
7	322	09/26/21 ADD TB PROFILES-UTILITY WORKRS	133.50			40 64000	475	10200
8	322	09/26/21 ADD TB PROFILES-UTILITY WORKRS	133.50*			50 65000	475	10200
9	322	09/26/21 ROUTR SETUP,CCTV RMT ACCESS	534.00*			50 65000	475	10200
		<b>Total for Vendor:</b>	<b>1,691.00</b>					
7154	19197S	646 MISSION UNIFORM SUPPLY	50.17					
		Uniforms; Dodds, Sobotka, Pittman, Paslay						
1	515438217	09/01/21 Employee Uniforms	1.00			30 63000	495	10200
2	515438217	09/01/21 Employee Uniforms	24.08			40 64000	495	10200
3	515438217	09/01/21 Employee Uniforms	24.09			50 65000	495	10200
4	515438217	09/01/21 Employee Uniforms	1.00			60 66000	495	10200
7187	19213S	646 MISSION UNIFORM SUPPLY	50.17					
		Uniforms; Dodds, Sobotka, Pittman, Paslay						
1	515482760	09/08/21 Employee Uniforms	1.00			30 63000	495	10200
2	515482760	09/08/21 Employee Uniforms	24.08			40 64000	495	10200
3	515482760	09/08/21 Employee Uniforms	24.09			50 65000	495	10200
4	515482760	09/08/21 Employee Uniforms	1.00			60 66000	495	10200

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Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
7201	19232S	646 MISSION UNIFORM SUPPLY	50.17					
		Uniforms; Dodds, Sobotka, Pittman, Paslay						
1	515522882	09/15/21 Employee Uniforms	1.00			30 63000	495	10200
2	515522882	09/15/21 Employee Uniforms	24.08			40 64000	495	10200
3	515522882	09/15/21 Employee Uniforms	24.09			50 65000	495	10200
4	515522882	09/15/21 Employee Uniforms	1.00			60 66000	495	10200
7212	19232S	646 MISSION UNIFORM SUPPLY	50.17					
		Uniforms; Dodds, Sobotka, Pittman, Paslay						
1	515438217	09/01/21 Employee Uniforms	1.00			30 63000	495	10200
2	515438217	09/01/21 Employee Uniforms	24.08			40 64000	495	10200
3	515438217	09/01/21 Employee Uniforms	24.09			50 65000	495	10200
4	515438217	09/01/21 Employee Uniforms	1.00			60 66000	495	10200
7234	19260S	646 MISSION UNIFORM SUPPLY	51.12					
		Uniforms; Dodds, Sobotka, Pittman, Paslay						
1	515612871	09/29/21 Employee Uniforms	1.00			30 63000	495	10200
2	515612871	09/29/21 Employee Uniforms	24.56			40 64000	495	10200
3	515612871	09/29/21 Employee Uniforms	24.56			50 65000	495	10200
4	515612871	09/29/21 Employee Uniforms	1.00			60 66000	495	10200
		<b>Total for Vendor:</b>	<b>251.80</b>					
7198	19233S	559 MONSOON VENTURES, INC.	1,305.00					
		SMCSD WWTP PROJECT MGMT SERVICES						
1	2756	09/14/21 WWTP PER/USDA AND WTRBOARD	1,305.00			40 64000	587	10200
7200	19233S	559 MONSOON VENTURES, INC.	8,997.50					
		SMCSD WWTP PROJECT						
1	2755	09/14/21 WWTP DESIGN CON DOCS	8,997.50			40 64000	587	10200
		<b>Total for Vendor:</b>	<b>10,302.50</b>					
7283	19261S	553 MOSS, LEVY & HARTZHEIM LLP	5,000.00					
		Audit 20-2021						
1	29064	09/30/21 Audit 20-2021	1,025.00			20 62000	323	10200
2	29064	09/30/21 Audit 20-2021	100.00			30 63000	323	10200
3	29064	09/30/21 Audit 20-2021	1,900.00			40 64000	323	10200



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4	29064	09/30/21 Audit 20-2021	1,875.00			50 65000	323	10200
5	29064	09/30/21 Audit 20-2021	100.00			60 66000	323	10200
<b>Total for Vendor:</b>			<b>5,000.00</b>					
7141	19198S	602 MULLAHEY CHRYSLER DODGE JEEP RAM Truck # U8632 REAR ROTORS AND PADS	793.71					
1	54092	08/13/21 U8632 REAR ROTORS AND PADS	396.85			40 64000	354	10200
2	54092	08/13/21 U8632 REAR ROTORS AND PADS	396.86			50 65000	354	10200
<b>Total for Vendor:</b>			<b>793.71</b>					
7175	19214S	636 OFFICE1 Maintenance Contract #CBM6913-02 Samsung/X4250LX	85.71					
Acct No. 013014								
1	AR718463	09/01/21 MAINT/COPY CNTRCT 9/4-10/3/2	17.57			20 62000	334	10200
2	AR718463	09/01/21 MAINT/COPY CNTRCT 9/4-10/3/2	1.71			30 63000	334	10200
3	AR718463	09/01/21 MAINT/COPY CNTRCT 9/4-10/3/2	32.58			40 64000	334	10200
4	AR718463	09/01/21 MAINT/COPY CNTRCT 9/4-10/3/2	32.14			50 65000	334	10200
5	AR718463	09/01/21 MAINT/COPY CNTRCT 9/4-10/3/2	1.71			60 66000	334	10200
<b>Total for Vendor:</b>			<b>85.71</b>					
7140	19199S	203 PASO ROBLES SAFE & LOCK, INC.	209.58					
1	45364	07/08/21 REKEY, CODE CUT KEYS, SVC CALL	209.58			20 62000	352	10200
<b>Total for Vendor:</b>			<b>209.58</b>					
7211	19234S	208 PG&E #6480-8	1,087.78					
Acct #8565976480-8								
1		09/17/21 12th & K 8565976725	8.94			30 63000	381	10200
2		09/17/21 Tract 2710 - 8562053214	69.60			30 63000	381	10200
3		09/17/21 Tract 2710 - 8564394360	30.27			30 63000	381	10200
4		09/17/21 Tract 2710 - 8560673934	75.68			30 63000	381	10200
5		09/17/21 Mission Heights - 8565976482	164.62			30 63000	381	10200
6		09/17/21 Tract 2605 - 8565976109	35.28			30 63000	381	10200
7		09/17/21 9898 River Rd. - 8565976002	327.99			30 63000	381	10200
8		09/17/21 9898 River Rd. - 8565976004	42.27			30 63000	381	10200
9		09/17/21 9898 River Rd. - 8565976008	199.58			30 63000	381	10200

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Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
10	09/17/21 9898	River Rd. - 8565976014	67.21			30 63000	381	10200
11	09/17/21 9898	River Rd. - 8565976481	47.13			30 63000	381	10200
12	09/17/21 9898	River Rd. - 8565976483	19.21			30 63000	381	10200
		<b>Total for Vendor:</b>	<b>1,087.78</b>					
7210	19235S	209 PG&E #6851-8	11,940.30					
Acct #3675186851-8								
1	09/20/21	Old Fire Station/1297 L St	25.31			20 62000	381	10200
2	09/20/21	Fire Station/1150 Mission	9.86			20 62000	381	10200
3	09/20/21	Water Works #1/Well 3	2,300.51			50 65000	381	10200
4	09/20/21	Bonita Pl & 16th/Well 4	2,107.92			50 65000	381	10200
5	09/20/21	N St/WWTP	7,078.09			40 64000	381	10200
6	09/20/21	2HP Booster Station	18.08			50 65000	381	10200
7	09/20/21	Mission Heights Booster	9.86			50 65000	381	10200
8	09/20/21	14th St. & K St.	75.08			50 65000	381	10200
9	09/20/21	942 Soka Way lift station	101.19			40 64000	379	10200
10	09/20/21	Missn & 12th Lanscape~St light	117.36			30 63000	381	10200
11	09/20/21	SLT Well	97.04			50 65000	381	10200
		<b>Total for Vendor:</b>	<b>11,940.30</b>					
7204	19236S	585 PRW Steel Supply	583.99					
1	391944 09/09/21	4" SCH40 PIPE CALOES GENER	583.99			50 65000	590	10200
		<b>Total for Vendor:</b>	<b>583.99</b>					
7193	19215S	5 SAN LUIS OBISPO COUNTY AIR	437.50					
8687 MARTINEZ SLT WELL- MODIFY PERMIT TO OPERATE, REPLACE EXISTING ENGINE INFO								
1	21616 09/08/21	SLT WELL- MOD PERMIT-ENG INFO	437.50			50 65000	715	10200
7194	19215S	5 SAN LUIS OBISPO COUNTY AIR	562.50					
MODIFY PERMIT TO OPERATE REPLACE EXISTING ENGINE INFO								
1	21617 09/08/21	WELL4- MOD PERM, REPL ENG INFO	562.50			50 65000	715	10200
		<b>Total for Vendor:</b>	<b>1,000.00</b>					
7179	19216S	609 SAN LUIS POWER HOUSE	185.00					
Quarterly Service of standby generator								
1	45345 08/24/21	Generator QTR TEST MG LIFT ST	185.00			40 64000	349	10200

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Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
7180	19216S	609 SAN LUIS POWER HOUSE	185.00					
		Quarterly Service of standby generator						
1	45346	08/24/21 Generator QTR TEST SMFD	185.00			20 62000	334	10200
7181	19216S	609 SAN LUIS POWER HOUSE	185.00					
		Quarterly Service of standby generator						
1	45343	08/24/21 Generator QTR TEST WWTP	185.00			40 64000	334	10200
7182	19216S	609 SAN LUIS POWER HOUSE	185.00					
		Quarterly Service of standby generator						
1	45344	08/24/21 Generator QTR TEST 12 ST WELL	185.00			50 65000	334	10200
		<b>Total for Vendor:</b>	<b>740.00</b>					
7219	19237S	481 SAN MIGUEL COMMUNITY SERVICES	31.43					
		01004-00						
1	09/15/21	1150 Mission Street	15.72			50 65000	384	10200
2	09/15/21	1150 Mission Street	15.71			40 64000	384	10200
7220	19237S	481 SAN MIGUEL COMMUNITY SERVICES	2,169.04					
		20547-00						
1	09/15/21	1203 Mission St Irrigation Mtr	2,169.04			30 63000	384	10200
7221	19237S	481 SAN MIGUEL COMMUNITY SERVICES	51.54					
		1 09/15/21 942 Soka Way	51.54			40 64000	384	10200
7222	19237S	481 SAN MIGUEL COMMUNITY SERVICES	187.74					
		ACCT# 27476-00						
1	09/15/21	1199 Mission Irrigation Meter	187.74			30 63000	384	10200
		<b>Total for Vendor:</b>	<b>2,439.75</b>					
7176	19217S	238 SAN MIGUEL GARBAGE	106.10					
		ACCT# 318691						
1	090121	09/01/21 SEPTEMBER 2021	53.05			40 64000	383	10200
2	090121	09/01/21 SEPTEMBER 2021	53.05			50 65000	383	10200
		<b>Total for Vendor:</b>	<b>106.10</b>					

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7171	4126S	247 SDRMA	713.76					
Employee Dental & Vision Insurance Allocation WS Coverage Month: OCTOBER 2021								
1	36216	09/10/21 DENTAL OCTOBER 2021	46.97			20 21811		10250
2	36216	09/10/21 DENTAL OCTOBER 2021	12.78			30 21811		10250
3	36216	09/10/21 DENTAL OCTOBER 2021	273.09			40 21811		10250
4	36216	09/10/21 DENTAL OCTOBER 2021	287.44			50 21811		10250
5	36216	09/10/21 DENTAL OCTOBER 2021	13.97			60 21811		10250
6	36216	09/10/21 VISION OCTOBER 2021	6.92			20 21812		10250
7	36216	09/10/21 VISION OCTOBER 2021	1.74			30 21812		10250
8	36216	09/10/21 VISION OCTOBER 2021	27.67			40 21812		10250
9	36216	09/10/21 VISION OCTOBER 2021	41.38			50 21812		10250
10	36216	09/10/21 VISION OCTOBER 2021	1.80			60 21812		10250
<b>Total for Vendor:</b>			<b>713.76</b>					
7149	19200S	349 SHORE-TEK TRENCH & EXCAVATION	639.36					
12TH ST MAIN BREAK PLATE AND PATCH								
1	6302	08/30/21 12TH ST MAIN BREAK	639.36			50 65000	353	10200
7186	19218S	349 SHORE-TEK TRENCH & EXCAVATION	139.61					
Barricades SMFA \$1255.22 SM CSD \$775.37								
SEE RV #621								
1	6368	09/08/21 HYDROLIC V3.5 22-36	60.90			40 64000	353	10200
2	6368	09/08/21 PUMP, HAND PLASTIC	27.19			40 64000	353	10200
3	6368	09/08/21 48" RELEASE TOOL	6.52			40 64000	353	10200
4	6368	09/08/21 1 TON DELIVERY	45.00			40 64000	353	10200
<b>Total for Vendor:</b>			<b>778.97</b>					
7213	19238S	589 SOUTH COAST EMERGENCY VEHICLE	526.88					
8696 PUMP ALARM DIAG. NEW CRANKCASE BREATHER FILTER								
1	505403	09/22/21 8696 CLOG AIR FLTR, TIRE ROT	526.88			20 62000	354	10200
<b>Total for Vendor:</b>			<b>526.88</b>					

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Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
7207	19239S	280 TEMPLETON UNIFORMS	245.55					
1	140612	09/16/21 Pants - YOUNG	245.55			20 62000	495	10200
7208	19239S	280 TEMPLETON UNIFORMS	245.55					
1	140579	09/15/21 Pants - YOUNG	245.55			20 62000	495	10200
7237	19268S	280 TEMPLETON UNIFORMS	251.91					
1	140900	09/29/21 Pant/Name tag- VENTURA	251.91			20 62000	495	10200
<b>Total for Vendor:</b>			<b>743.01</b>					
7183	19219S	282 THE BLUEPRINTER	101.27					
1	21-742	08/30/21 SMCSO BOARD MEETING SIGN X2	20.76			20 62000	305	10200
2	21-742	08/30/21 SMCSO BOARD MEETING SIGN X2	2.03			30 63000	305	10200
3	21-742	08/30/21 SMCSO BOARD MEETING SIGN X2	38.48			40 64000	305	10200
4	21-742	08/30/21 SMCSO BOARD MEETING SIGN X2	37.97			50 65000	305	10200
5	21.742	08/30/21 SMCSO BOARD MEETING SIGN X2	2.03			60 66000	305	10200
7184	19219S	282 THE BLUEPRINTER	10.44					
1	81701	08/31/21 WWTP PRINTS	10.44*			50 65000	587	10200
7276	19269S	282 THE BLUEPRINTER	9.00					
1	81962	09/30/21 BLUEPRINTS- SCAN/EMAIL	9.00			40 64000	587	10200
7277	19269S	282 THE BLUEPRINTER	2.61					
1	81927	09/30/21 BLUEPRINTS- WWTF	2.61			40 64000	587	10200
<b>Total for Vendor:</b>			<b>123.32</b>					
7202	19240S	629 TNT FIREWORKS	1,000.00					
Refundable Clean up bond 1130 Mission Street 7-2021								
Refundable Clean up bond 1040 K Street 7-2021								
1	2021	09/21/21 1130 Mission Street	500.00			20 20560		10200
2	2021	09/21/21 1040 K Street	500.00			20 20560		10200
<b>Total for Vendor:</b>			<b>1,000.00</b>					

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Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
7224	19241S	301 US BANK	8,434.32					
		STATEMENT DATE 9/22/2021						
6	09/22/21	ADOBE - MONTHLY KD	0.74			30 63000	385	10200
7	09/22/21	ADOBE - MONTHLY KD	6.75			40 64000	385	10200
8	09/22/21	ADOBE - MONTHLY KD	6.75			50 65000	385	10200
9	09/22/21	ADOBE - MONTHLY KD	0.75			60 66000	385	10200
11	09/22/21	RED HELMET TRAINING SY	1,120.00			20 62000	386	10200
12	09/22/21	ACTIVE 911 x1 USER	14.00*			20 62000	370	10200
13	09/22/21	ACTIVE 911 x20 USERS	260.00*			20 62000	370	10200
14	09/22/21	TRACTOR SUPPLY- TOOL BOX	48.93			20 62000	490	10200
15	09/22/21	RINGCENTRAL-CONF PH,RECPT PH	87.22*			20 62000	310	10200
16	09/22/21	RINGCENTRAL-CONF PH,RECPT PH	8.51*			30 63000	310	10200
17	09/22/21	RINGCENTRAL-CONF PH,RECPT PH	276.88			40 64000	310	10200
18	09/22/21	RINGCENTRAL-CONF PH,RECPT PH	274.75			50 65000	310	10200
19	09/22/21	RINGCENTRAL-CONF PH,RECPT PH	8.51*			60 66000	310	10200
20	09/22/21	RINGCENTRAL- APP BAY PHONE	205.50*			20 62000	310	10200
21	09/22/21	RINGCENTRAL- RR & SY PHONE	411.00*			20 62000	310	10200
22	09/22/21	RINGCENTRAL-TP,MH, SERVER PHONE	126.38*			20 62000	310	10200
23	09/22/21	RINGCENTRAL-TP,MH, SERVER PHONE	12.33*			30 63000	310	10200
24	09/22/21	RINGCENTRAL-TP,MH, SERVER PHONE	234.27			40 64000	310	10200
25	09/22/21	RINGCENTRAL-TP,MH, SERVER PHONE	231.19			50 65000	310	10200
26	09/22/21	RINGCENTRAL-TP,MH, SERVER PHONE	12.33*			60 66000	310	10200
27	09/22/21	RINGCENTRAL- KD PHONE	51.38*			30 63000	310	10200
28	09/22/21	RINGCENTRAL- KD PHONE	51.38			40 64000	310	10200
29	09/22/21	RINGCENTRAL- KD PHONE	51.38			50 65000	310	10200
30	09/22/21	RINGCENTRAL- KD PHONE	51.38*			60 66000	310	10200
31	09/22/21	MICROSOFT- 0365 20/21 CSD/BM	442.80			20 62000	385	10200
32	09/22/21	MICROSOFT- 0365 20/21 CSD/BM	43.20			30 63000	385	10200
33	09/22/21	MICROSOFT- 0365 20/21 CSD/BM	820.80			40 64000	385	10200
34	09/22/21	MICROSOFT- 0365 20/21 CSD/BM	810.00			50 65000	385	10200
35	09/22/21	MICROSOFT- 0365 20/21 CSD/BM	43.20			60 66000	385	10200
36	09/22/21	USPS - STAMPS	55.00			40 64000	315	10200
37	09/22/21	USPS - STAMPS	55.00			50 65000	315	10200
41	09/22/21	ZOOM - BOARD MEETINGS	3.45			20 62000	385	10200
42	09/22/21	ZOOM - BOARD MEETINGS	0.30			30 63000	385	10200
43	09/22/21	ZOOM - BOARD MEETINGS	5.25			40 64000	385	10200

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Claim/ Line #	Check Invoice	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
44	09/22/21	ZOOM - BOARD MEETINGS	5.69			50 65000	385	10200
45	09/22/21	ZOOM - BOARD MEETINGS	0.30			60 66000	385	10200
59	09/22/21	ADOBE - MONTHLY TP	3.45			20 62000	385	10200
60	09/22/21	ADOBE - MONTHLY TP	0.30			30 63000	385	10200
61	09/22/21	ADOBE - MONTHLY TP	5.25			40 64000	385	10200
62	09/22/21	ADOBE - MONTHLY TP	5.69			50 65000	385	10200
63	09/22/21	ADOBE - MONTHLY TP	0.30			60 66000	385	10200
64	09/22/21	STAPLES- OFFICE CHAIR SY	160.86			20 62000	410	10200
71	09/22/21	STAPLES- OFFICE CHAIR RK	80.43			40 64000	410	10200
72	09/22/21	STAPLES- OFFICE CHAIR RK	80.43			50 65000	410	10200
73	09/22/21	STAPLES- OFFICE CHAIR MH	32.98			20 62000	410	10200
74	09/22/21	STAPLES- OFFICE CHAIR MH	3.22			30 63000	410	10200
75	09/22/21	STAPLES- OFFICE CHAIR MH	61.12			40 64000	410	10200
76	09/22/21	STAPLES- OFFICE CHAIR MH	60.32			50 65000	410	10200
77	09/22/21	STAPLES- OFFICE CHAIR MH	3.22			60 66000	410	10200
78	09/22/21	LOWES- SOAP, SANITIZER	4.61			40 64000	410	10200
79	09/22/21	USPS- RESOLUTION TO WB	0.48			20 62000	315	10200
80	09/22/21	USPS- RESOLUTION TO WB	0.05			30 63000	315	10200
83	09/22/21	USPS- RESOLUTION TO WB	0.90			40 64000	315	10200
84	09/22/21	USPS- RESOLUTION TO WB	0.89			50 65000	315	10200
85	09/22/21	USPS- RESOLUTION TO WB	0.05			60 66000	315	10200
86	09/22/21	AMAZON- BEVEL PRO TOOL	108.31			40 64000	490	10200
87	09/22/21	AMAZON- BEVEL PRO TOOL	108.30			50 65000	490	10200
88	09/22/21	AMAZON- ANGLE GRINDER/BATT x2	163.63			40 64000	490	10200
89	09/22/21	AMAZON- ANGLE GRINDER/BATT x2	163.63			50 65000	490	10200
90	09/22/21	LOWES- DOOR CLOSERS x2	34.66			40 64000	352	10200
92	09/22/21	COAST ELECT- BM MICS & CABLES	30.75			20 62000	305	10200
93	09/22/21	COAST ELECT- BM MICS & CABLES	3.00			30 63000	305	10200
94	09/22/21	COAST ELECT- BM MICS & CABLES	57.00			40 64000	305	10200
95	09/22/21	COAST ELECT- BM MICS & CABLES	56.25			50 65000	305	10200
96	09/22/21	COAST ELECT- BM MICS & CABLES	3.00			60 66000	305	10200
97	09/22/21	DOLLAR GENERAL- OES SUPPLIES	17.70*			20 62000	307	10200
98	09/22/21	WALMART- OES SUPPLIES	52.16*			20 62000	307	10200
99	09/22/21	TRUE VALUE HW- OES SUPPLIES	60.11*			20 62000	307	10200
100	09/22/21	HOME DEPOT- OES SUPPLIES	7.83*			20 62000	307	10200
101	09/22/21	GOLD COUNTRY HW- OES SUPPLIES	25.73*			20 62000	307	10200
102	09/22/21	HOLIDAY INN- OES CALDOR	142.15*			20 62000	307	10200

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
103	09/22/21	HOLIDAY INN- OES CALDOR	142.15*			20 62000	307	10200
104	09/22/21	PACERVILLE HW- OES SUPPLIES	6.75*			20 62000	307	10200
105	09/22/21	TRACTOR SUPPLY- OES SUPPLIES	383.92*			20 62000	307	10200
106	09/22/21	TRACTOR SUPPLY- OES SUPPLIES	6.28*			20 62000	307	10200
107	09/22/21	TRUE VALUE- OES SUPPLIES	5.23*			20 62000	307	10200
108	09/22/21	HOLIDAY INN- OES CALDOR	148.76*			20 62000	307	10200
109	09/22/21	HOLIDAY INN- OES CALDOR	148.76*			20 62000	307	10200
110	09/22/21	LOWES- DRILL/DRIVER&BATRY KIT	216.41			20 62000	490	10200
<b>Total for Vendor:</b>			<b>8,434.32</b>					
7272	19270S	303 USA BLUEBOOK	877.56					
LS-10		LEVEL TRANSMITTER						
1	740245	09/27/21 LS-10 LEVEL TRANSMITTER	877.56			40 64000	349	10200
<b>Total for Vendor:</b>			<b>877.56</b>					
7169	19220S	327 VALLI INFORMATION SYSTEMS	746.60					
Web Posting service and Postage for AUGUST								
1	78028	08/31/21 Web Posting, Postage AUGUST	179.83*			40 64000	374	10200
2	78028	08/31/21 Web Posting, Postage AUGUST	179.83*			50 65000	374	10200
3	78028	08/31/21 Printed insert CONSERV WTR AUG	92.40*			50 65000	374	10200
4	78028	08/31/21 Printing AUGUST	107.97*			40 64000	374	10200
5	78028	08/31/21 Printing AUGUST	107.97*			50 65000	374	10200
6	78028	08/31/21 OTC/Online Monthly Maintenance	37.50			40 64000	334	10200
7	78028	08/31/21 OTC/Online Monthly Maintenance	37.50			50 65000	334	10200
8	78028	08/31/21 WATER DEPOSIT TRX FEE	1.80*			40 64000	805	10200
9	78028	08/31/21 WATER DEPOSIT TRX FEE	1.80*			50 65000	805	10200
<b>Total for Vendor:</b>			<b>746.60</b>					
7205	19242S	511 VERIZON	90.12					
Laptop 805-423-7591,805-591-9233,805-591-9352								
Laptop 805-369-9703								
09/09/21 ~ 10/08/21								
1	9887964897	09/08/21 TABLETS SEPTEMBER	37.04*			20 62000	310	10200
2	9887964897	09/08/21 TABLETS SEPTEMBER	26.54			40 64000	310	10200
3	9887964897	09/08/21 TABLETS SEPTEMBER	26.54			50 65000	310	10200
<b>Total for Vendor:</b>			<b>90.12</b>					



\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
7153	19201S	310 VIBORG SAND & GRAVEL, INC.	23,853.00					
		12TH ST ASPHALT PATCHWORK RES#2021-24						
1	43087	08/31/21 12ST ASPHALT RES#2021-24	23,853.00			50 65000	500	10200
7170	19221S	310 VIBORG SAND & GRAVEL, INC.	636.26					
1	42996	08/31/21 1 3/4 YD CONCRETE	340.01			50 65000	590	10200
2	42996	08/31/21 1 1/2 YD CONCRETE	296.25			50 65000	590	10200
7218	19243S	310 VIBORG SAND & GRAVEL, INC.	2,338.97					
		12TH ST ASPHALT PATCHWORK RES#2021-24						
1	43232	09/22/21 12ST HAUL IN/OUT RES#2021-24	2,338.97			40 64000	582	10200
		<b>Total for Vendor:</b>	<b>26,828.23</b>					
7159	19202S	317 WESTERN JANITOR SUPPLY INC	238.13					
1	186545	07/28/21 VACC, HOSE & CLEANERS	79.38			20 62000	305	10200
2	186545	07/28/21 VACC, HOSE & CLEANERS	79.38			40 64000	305	10200
3	186545	07/28/21 VACC, HOSE & CLEANERS	79.37			50 65000	305	10200
		<b>Total for Vendor:</b>	<b>238.13</b>					
7163	-99428E	612 WEX BANK	754.83					
		FUEL BILL CLOSING DATE: 09/07/21						
1	73934610	09/07/21 Fuel 8600 AUGUST	161.83			20 62000	485	10200
2	73934610	09/07/21 Fuel 8601 AUGUST	-11.92			20 62000	485	10200
3	73934610	09/07/21 Fuel 8630 AUGUST	0.00			20 62000	485	10200
4	73934610	09/07/21 FUEL OES DIXIE/RIVER	120.96*			20 62000	307	10200
5	73934610	09/07/21 Fuel U8632 AUGUST	101.07			40 64000	485	10200
8	73934610	09/07/21 Fuel U8632 AUGUST	101.07			50 65000	485	10200
9	73934610	09/07/21 Fuel U8634 AUGUST	0.00			40 64000	485	10200
10	73934610	09/07/21 Fuel U8634 AUGUST	0.00			50 65000	485	10200
11	73934610	09/07/21 Fuel U8636 AUGUST	140.91			50 65000	485	10200
12	73934610	09/07/21 Fuel U8636 AUGUST	140.91			40 64000	485	10200
		<b>Total for Vendor:</b>	<b>754.83</b>					

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
7195	19222S	473 WHITE BRENNER LLP	15,442.71					
1	43211 JULY 09/08/21	General Legal - Board Meet	946.22			20 62000	327	10200
2	43211 JULY 09/08/21	General Legal - Board Meet	88.02			30 63000	327	10200
3	43211 JULY 09/08/21	General Legal - Board Meet	1,628.37			40 64000	327	10200
4	43211 JULY 09/08/21	General Legal - Board Meet	1,672.38			50 65000	327	10200
5	43211 JULY 09/08/21	General Legal - Board Meet	88.02			60 66000	327	10200
6	43211 JULY 09/08/21	Stinebeck Legal	1,924.10			50 65000	332	10200
7	43211 JULY 09/08/21	Water Legal- DE, GSA	2,547.40			50 65000	327	10200
8	43211 JULY 09/08/21	Water Legal- LAFCO	1,002.70			50 65000	327	10200
9	43211 JULY 09/08/21	Water Legal- WO	54.20			50 65000	327	10200
10	43214 JULY 09/08/21	WO Legal	2,379.80			50 65000	327	10200
11	43216 JULY 09/08/21	HR legal- PF, GM/FC CONTRA	47.75			20 62000	327	10200
12	43216 JULY 09/08/21	HR legal- PF, GM/FC CONTRA	4.15			30 63000	327	10200
13	43216 JULY 09/08/21	HR legal- PF, GM/FC CONTRA	72.66			40 64000	327	10200
14	43216 JULY 09/08/21	HR legal- PF, GM/FC CONTRA	78.89			50 65000	327	10200
15	43216 JULY 09/08/21	HR legal- PF, GM/FC CONTRA	4.15			60 66000	327	10200
16	43217 JULY 09/08/21	HR investigation- NOTICE	81.03			20 62000	327	10200
17	43217 JULY 09/08/21	HR investigation- NOTICE	7.05			30 63000	327	10200
18	43217 JULY 09/08/21	HR investigation- NOTICE	123.31			40 64000	327	10200
19	43217 JULY 09/08/21	HR investigation- NOTICE	133.87			50 65000	327	10200
20	43217 JULY 09/08/21	HR investigation- NOTICE	7.05			60 66000	327	10200
21	43218 JULY 09/08/21	Public Record Request	21.58			20 62000	327	10200
22	43218 JULY 09/08/21	Public Record Request	1.96			30 63000	327	10200
23	43218 JULY 09/08/21	Public Record Request	35.32			40 64000	327	10200
24	43218 JULY 09/08/21	Public Record Request	37.28			50 65000	327	10200
25	43218 JULY 09/08/21	Public Record Request	1.96			60 66000	327	10200
26	43219 JULY 09/08/21	FIRE- COMM FACILITIES DIST	733.50			20 62000	327	10200
27	43220 JULY 09/08/21	SEWER	271.00			40 64000	327	10200
28	43221 JULY 09/08/21	EE ARBITRATION TRANSCRIPTS	318.78			20 62000	327	10200
29	43221 JULY 09/08/21	EE ARBITRATION TRANSCRIPTS	28.98			30 63000	327	10200
30	43221 JULY 09/08/21	EE ARBITRATION TRANSCRIPTS	521.64			40 64000	327	10200
31	43221 JULY 09/08/21	EE ARBITRATION TRANSCRIPTS	550.62			50 65000	327	10200
32	43221 JULY 09/08/21	EE ARBITRATION TRANSCRIPTS	28.97			60 66000	327	10200

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
7285	19275S	473 WHITE BRENNER LLP	12,037.20					
1	43452	AUGU 09/29/21 General Legal - SP BOARD M	641.90			20 62000	327	10200
2	43452	AUGU 09/29/21 General Legal - SP BOARD M	62.62			30 63000	327	10200
3	43452	AUGU 09/29/21 General Legal - SP BOARD M	1,189.86			40 64000	327	10200
4	43452	AUGU 09/29/21 General Legal - SP BOARD M	1,174.20			50 65000	327	10200
5	43452	AUGU 09/29/21 General Legal - SP BOARD M	62.62			60 66000	327	10200
6	43453	AUGU 09/29/21 Stinebeck Legal	5,097.80			50 65000	332	10200
7	43454	AUGU 09/29/21 Water Legal- DISTRICT ENGI	731.70			50 65000	327	10200
8	43454	AUGU 09/29/21 Water Legal- GS MEETING	189.70			50 65000	327	10200
10	43455	AUGU 09/29/21 WHITE OAK LEGAL	358.60			50 65000	327	10200
11	43457	AUGU 09/29/21 HR legal- SP BOARD MEETING	18.75*			20 62000	333	10200
12	43457	AUGU 09/29/21 HR legal- SP BOARD MEETING	1.63*			30 63000	333	10200
13	43457	AUGU 09/29/21 HR legal- SP BOARD MEETING	28.53*			40 64000	333	10200
14	43457	AUGU 09/29/21 HR legal- SP BOARD MEETING	30.97*			50 65000	333	10200
15	43457	AUGU 09/29/21 HR legal- SP BOARD MEETING	1.63*			60 66000	333	10200
21	43459	AUGU 09/29/21 Public Record Req DAVIS/SS	160.53*			20 62000	319	10200
22	43459	AUGU 09/29/21 Public Record Req DAVIS/SS	14.59*			30 63000	319	10200
23	43459	AUGU 09/29/21 Public Record Req DAVIS/SS	262.69*			40 64000	319	10200
24	43459	AUGU 09/29/21 Public Record Req DAVIS/SS	277.29*			50 65000	319	10200
25	43459	AUGU 09/29/21 Public Record Req DAVIS/SS	14.59*			60 66000	319	10200
26		FIRE LEGAL	0.00			20 62000	327	10200
27	43461	AUGU 09/29/21 SEWER - INTERIM ENGINEER	54.20			40 64000	327	10200
28	43452	AUGU 09/29/21 General Legal - ADMIN	56.81			20 62000	327	10200
29	43452	AUGU 09/29/21 General Legal - ADMIN	5.54			30 63000	327	10200
30	43452	AUGU 09/29/21 General Legal - ADMIN	105.30			40 64000	327	10200
31	43452	AUGU 09/29/21 General Legal - ADMIN	103.91			50 65000	327	10200
32	43452	AUGU 09/29/21 General Legal - ADMIN	5.54			60 66000	327	10200
33	43452	AUGU 09/29/21 General Legal - BOARD MEET	118.08			20 62000	327	10200
34	43452	AUGU 09/29/21 General Legal - BOARD MEET	11.52			30 63000	327	10200
35	43452	AUGU 09/29/21 General Legal - BOARD MEET	218.88			40 64000	327	10200
36	43452	AUGU 09/29/21 General Legal - BOARD MEET	216.00			50 65000	327	10200
37	43452	AUGU 09/29/21 General Legal - BOARD MEET	11.52			60 66000	327	10200
38	43452	AUGU 09/29/21 General Legal - O DAVIS	59.06			20 62000	327	10200
39	43452	AUGU 09/29/21 General Legal - O DAVIS	5.76			30 63000	327	10200
40	43452	AUGU 09/29/21 General Legal - O DAVIS	109.48			40 64000	327	10200
41	43452	AUGU 09/29/21 General Legal - O DAVIS	108.04			50 65000	327	10200

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
42	43452	AUGU 09/29/21 General Legal - O DAVIS	5.76			60 66000	327	10200
43	43452	AUGU 09/29/21 General Legal - SAVE SAN M	106.93			20 62000	327	10200
44	43452	AUGU 09/29/21 General Legal - SAVE SAN M	10.43			30 63000	327	10200
45	43452	AUGU 09/29/21 General Legal - SAVE SAN M	198.21			40 64000	327	10200
46	43452	AUGU 09/29/21 General Legal - SAVE SAN M	195.60			50 65000	327	10200
47	43452	AUGU 09/29/21 General Legal - SAVE SAN M	10.43			60 66000	327	10200
<b>Total for Vendor:</b>			<b>27,479.91</b>					
7266	19273S	318 WILDHORSE PROPANE	1,535.79					
1	I000090	09/24/21 GAS LINE- CALOES GRANT	1,535.79			50 65000	590	10200
<b>Total for Vendor:</b>			<b>1,535.79</b>					
<b># of Claims</b>			<b>111</b>	<b>Total:</b>				<b>144,986.30</b>
<b>Total Electronic Claims</b>								<b>15,769.27</b>
<b>Total Non-Electronic Claims</b>								<b>129217.03</b>

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<b>Fund/Account</b>	<b>Amount</b>
20 FIRE PROTECTION DEPARTMENT	
10200 Operating Cash - Premier	\$13,224.44
10250 Pac Premier - Payroll	\$1,736.34
30 STREET LIGHTING DEPARTMENT	
10200 Operating Cash - Premier	\$4,122.01
10250 Pac Premier - Payroll	\$406.59
40 WASTEWATER DEPARTMENT	
10200 Operating Cash - Premier	\$42,040.26
10250 Pac Premier - Payroll	\$5,698.67
50 WATER DEPARTMENT	
10200 Operating Cash - Premier	\$69,311.30
10250 Pac Premier - Payroll	\$7,455.26
60 SOLID WASTE DEPARTMENT	
10200 Operating Cash - Premier	\$560.09
10250 Pac Premier - Payroll	\$431.34
<b>Total:</b>	<b>\$144,986.30</b>

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
20 FIRE PROTECTION DEPARTMENT						
40000						
40420	Ambulance Reimbursement	1,261.01	1,261.01	4,400.00	3,138.99	29 %
40500	VFA Assistance Grant	0.00	0.00	20,000.00	20,000.00	0 %
40505	CFF California Fire Foundation	0.00	0.00	15,000.00	15,000.00	0 %
	<b>Account Group Total:</b>	<b>1,261.01</b>	<b>1,261.01</b>	<b>39,400.00</b>	<b>38,138.99</b>	<b>3 %</b>
43000	Property Taxes Collected					
43000	Property Taxes Collected	685.19	10,761.44	425,798.00	415,036.56	3 %
	<b>Account Group Total:</b>	<b>685.19</b>	<b>10,761.44</b>	<b>425,798.00</b>	<b>415,036.56</b>	<b>3 %</b>
46000	Revenues & Interest					
46000	Revenues & Interest	10.24	72.01	0.00	-72.01	** %
46150	Miscellaneous Income	0.00	4.88	9,750.00	9,745.12	0 %
46151	Refund/Adjustments	140.50	140.50	0.00	-140.50	** %
46153	Plan Check Fees and Inspections	0.00	150.00	5,500.00	5,350.00	3 %
	<b>Account Group Total:</b>	<b>150.74</b>	<b>367.39</b>	<b>15,250.00</b>	<b>14,882.61</b>	<b>2 %</b>
	<b>Fund Total:</b>	<b>2,096.94</b>	<b>12,389.84</b>	<b>480,448.00</b>	<b>468,058.16</b>	<b>3 %</b>
30 STREET LIGHTING DEPARTMENT						
43000	Property Taxes Collected					
43000	Property Taxes Collected	156.80	2,165.96	135,740.00	133,574.04	2 %
	<b>Account Group Total:</b>	<b>156.80</b>	<b>2,165.96</b>	<b>135,740.00</b>	<b>133,574.04</b>	<b>2 %</b>
46000	Revenues & Interest					
46000	Revenues & Interest	167.05	1,655.10	0.00	-1,655.10	** %
46100	Realized Earnings	-216.10	-1,636.80	0.00	1,636.80	** %
46150	Miscellaneous Income	0.00	0.42	0.00	-0.42	** %
46151	Refund/Adjustments	5.72	5.72	0.00	-5.72	** %
	<b>Account Group Total:</b>	<b>-43.33</b>	<b>24.44</b>	<b>0.00</b>	<b>-24.44</b>	<b>** %</b>
	<b>Fund Total:</b>	<b>113.47</b>	<b>2,190.40</b>	<b>135,740.00</b>	<b>133,549.60</b>	<b>2 %</b>
40 WASTEWATER DEPARTMENT						
40000						
40900	Wastewater Sales	97,240.14	278,336.35	1,001,618.00	723,281.65	28 %
	<b>Account Group Total:</b>	<b>97,240.14</b>	<b>278,336.35</b>	<b>1,001,618.00</b>	<b>723,281.65</b>	<b>28 %</b>
43000	Property Taxes Collected					
43000	Property Taxes Collected	156.80	1,241.81	66,956.00	65,714.19	2 %
	<b>Account Group Total:</b>	<b>156.80</b>	<b>1,241.81</b>	<b>66,956.00</b>	<b>65,714.19</b>	<b>2 %</b>
46000	Revenues & Interest					
46000	Revenues & Interest	33.15	203.59	0.00	-203.59	** %
46008	DWR Grants	0.00	0.00	180,000.00	180,000.00	0 %
46150	Miscellaneous Income	2,239.84	4,120.26	0.00	-4,120.26	** %

Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
40 WASTEWATER DEPARTMENT						
46151	Refund/Adjustments	58.96	58.96	0.00	-58.96	** %
46155	Will Serve Processing Fees	350.00	350.00	0.00	-350.00	** %
	<b>Account Group Total:</b>	<b>2,681.95</b>	<b>4,732.81</b>	<b>180,000.00</b>	<b>175,267.19</b>	<b>3 %</b>
	<b>Fund Total:</b>	<b>100,078.89</b>	<b>284,310.97</b>	<b>1,248,574.00</b>	<b>964,263.03</b>	<b>23 %</b>
50 WATER DEPARTMENT						
41000 Water Sales						
41000	Water Sales	99,629.40	274,866.90	920,172.00	645,305.10	30 %
	<b>Account Group Total:</b>	<b>99,629.40</b>	<b>274,866.90</b>	<b>920,172.00</b>	<b>645,305.10</b>	<b>30 %</b>
46000 Revenues & Interest						
46000	Revenues & Interest	16.18	81.40	0.00	-81.40	** %
46007	State/Federal Grants	0.00	4,290.17	0.00	-4,290.17	** %
46115	CALOES Resiliency Grant	0.00	0.00	230,000.00	230,000.00	0 %
46150	Miscellaneous Income	281.20	289.26	0.00	-289.26	** %
46151	Refund/Adjustments	57.04	57.04	0.00	-57.04	** %
46155	Will Serve Processing Fees	250.00	250.00	3,000.00	2,750.00	8 %
	<b>Account Group Total:</b>	<b>604.42</b>	<b>4,967.87</b>	<b>233,000.00</b>	<b>228,032.13</b>	<b>2 %</b>
	<b>Fund Total:</b>	<b>100,233.82</b>	<b>279,834.77</b>	<b>1,153,172.00</b>	<b>873,337.23</b>	<b>24 %</b>
60 SOLID WASTE DEPARTMENT						
46000 Revenues & Interest						
46000	Revenues & Interest	7.27	21.43	0.00	-21.43	** %
46005	Franchise Fees	3,192.21	6,925.50	36,900.00	29,974.50	19 %
46150	Miscellaneous Income	0.00	0.42	0.00	-0.42	** %
46151	Refund/Adjustments	1.48	1.48	0.00	-1.48	** %
	<b>Account Group Total:</b>	<b>3,200.96</b>	<b>6,948.83</b>	<b>36,900.00</b>	<b>29,951.17</b>	<b>19 %</b>
	<b>Fund Total:</b>	<b>3,200.96</b>	<b>6,948.83</b>	<b>36,900.00</b>	<b>29,951.17</b>	<b>19 %</b>
	<b>Grand Total:</b>	<b>205,724.08</b>	<b>585,674.81</b>	<b>3,054,834.00</b>	<b>2,469,159.19</b>	<b>19 %</b>

Fund	Received		Estimated Revenue	Revenue	
	Current Month	Received YTD		To Be Received	% Received
20 FIRE PROTECTION DEPARTMENT	2,096.94	12,389.84	480,448.00	468,058.16	3 %
30 STREET LIGHTING DEPARTMENT	113.47	2,190.40	135,740.00	133,549.60	2 %
40 WASTEWATER DEPARTMENT	100,078.89	284,310.97	1,248,574.00	964,263.03	23 %
50 WATER DEPARTMENT	100,233.82	279,834.77	1,153,172.00	873,337.23	24 %
60 SOLID WASTE DEPARTMENT	3,200.96	6,948.83	36,900.00	29,951.17	19 %
<b>Grand Total:</b>	<b>205,724.08</b>	<b>585,674.81</b>	<b>3,054,834.00</b>	<b>2,469,159.19</b>	<b>19 %</b>



Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
20 FIRE PROTECTION DEPARTMENT							
62000 Fire							
62000 Fire							
	105 Salaries and Wages	10,891.34	32,863.77	160,000.00	160,000.00	127,136.23	21 %
	111 BOD Stipend	220.00	704.00	1,380.00	1,380.00	676.00	51 %
	113 OES Payroll Tax FICA	1,927.93	5,447.59	0.00	0.00	-5,447.59	*** %
	115 Payroll Expenses	373.34	1,193.63	2,000.00	2,000.00	806.37	60 %
	116 OES Payroll Expense	33,032.08	90,305.34	0.00	0.00	-90,305.34	*** %
	117 OES Duty Coverage	1,248.00	5,616.00	0.00	0.00	-5,616.00	*** %
	118 OES Payroll Tax SUI	314.18	1,335.08	0.00	0.00	-1,335.08	*** %
	120 Workers' Compensation	0.00	8,938.52	8,000.00	8,000.00	-938.52	112 %
	121 Physicals	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	125 Volunteer firefighter stipends	2,731.90	5,671.70	45,000.00	45,000.00	39,328.30	13 %
	135 Payroll Tax - FICA	279.65	601.36	3,100.00	3,100.00	2,498.64	19 %
	140 Payroll Tax - Medicare	155.82	472.18	2,800.00	2,800.00	2,327.82	17 %
	155 Payroll Tax - SUI	198.04	416.52	3,918.00	3,918.00	3,501.48	11 %
	205 Insurance - Health	648.35	1,676.24	4,000.00	4,000.00	2,323.76	42 %
	210 Insurance - Dental	55.32	158.24	686.00	686.00	527.76	23 %
	215 Insurance - Vision	9.01	26.32	250.00	250.00	223.68	11 %
	225 Retirement - PERS expense	574.36	1,729.66	5,500.00	5,500.00	3,770.34	31 %
	305 Operations and Maintenance	198.64	278.94	6,000.00	6,000.00	5,721.06	5 %
	307 OES Strike Team Expenses	1,268.49	2,425.39	0.00	0.00	-2,425.39	*** %
	310 Phone and Fax Expense	879.83	985.49	475.00	475.00	-510.49	207 %
	315 Postage, Shipping and Freight	0.48	7.73	300.00	300.00	292.27	3 %
	319 Professional Svcs- Legal P.R.A.s	160.53	160.53	0.00	0.00	-160.53	*** %
	320 Printing and Reproduction	0.00	0.00	600.00	600.00	600.00	0 %
	321 Professional Svcs - IT Services	182.45	569.60	0.00	0.00	-569.60	*** %
	323 Professional Svcs- Auditor	1,025.00	1,025.00	4,100.00	4,100.00	3,075.00	25 %
	325 Professional Svcs - Accounting	653.44	814.44	2,000.00	2,000.00	1,185.56	41 %
	326 Professional Svcs - Engineering	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
	327 Professional Svcs - Legal (General)	3,131.64	3,131.64	11,000.00	11,000.00	7,868.36	28 %
	328 Insurance - Prop and Liability	0.00	14,709.86	24,000.00	24,000.00	9,290.14	61 %
	330 Contract Labor	0.00	0.00	1,250.00	1,250.00	1,250.00	0 %
	333 Professional Services - Legal (HR)	18.75	18.75	0.00	0.00	-18.75	*** %
	334 Maintenance Agreements	202.57	1,546.77	10,000.00	10,000.00	8,453.23	15 %
	335 Meals	0.00	0.00	600.00	600.00	600.00	0 %
	340 Meetings and Conferences	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	345 Mileage Expense Reimbursement	2.62	4.24	500.00	500.00	495.76	1 %
	346 OES Equipt Repairs & Maint	39.17	39.17	0.00	0.00	-39.17	*** %
	347 OES Vehicle Repair & Maint	0.00	830.12	0.00	0.00	-830.12	*** %
	348 Safety Equipment and Supplies	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	350 Repairs and Maint - Computers	0.00	236.08	4,500.00	4,500.00	4,263.92	5 %
	351 Repairs and Maint - Equip	0.00	1,053.90	7,500.00	7,500.00	6,446.10	14 %
	352 Repairs and Maint - Structures	213.38	993.43	6,000.00	6,000.00	5,006.57	17 %
	354 Repairs and Maint - Vehicles	526.88	1,305.40	13,000.00	13,000.00	11,694.60	10 %
	370 Dispatch Services (Fire)	274.00	10,874.00	10,000.00	10,000.00	-874.00	109 %
	375 Internet Expenses	97.47	292.44	1,134.00	1,134.00	841.56	26 %
	376 Web Page- Upgrade/Maint	0.00	492.00	552.00	552.00	60.00	89 %
	380 Utilities - Alarm Service	0.00	0.00	120.00	120.00	120.00	0 %
	381 Utilities - Electric	35.17	107.80	4,500.00	4,500.00	4,392.20	2 %
	382 Utilities - Propane	0.00	0.00	500.00	500.00	500.00	0 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
20 FIRE PROTECTION DEPARTMENT							
	385 Dues and Subscriptions	449.70	2,038.50	10,000.00	10,000.00	7,961.50	20 %
	386 Education and Training	1,120.00	1,120.00	4,000.00	4,000.00	2,880.00	28 %
	393 Advertising and Public Notices	0.00	0.00	500.00	500.00	500.00	0 %
	394 LAFCO Allocations	0.00	1,210.52	2,250.00	2,250.00	1,039.48	54 %
	395 Community Outreach	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
	405 Software	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
	410 Office Supplies	250.32	307.71	2,000.00	2,000.00	1,692.29	15 %
	450 EMS Supplies	0.00	319.70	7,500.00	7,500.00	7,180.30	4 %
	455 Fire Safety Gear & Equipment	0.00	0.00	3,500.00	3,500.00	3,500.00	0 %
	456 VFF Assistance Grant	0.00	0.00	40,000.00	40,000.00	40,000.00	0 %
	457 CFF Grant - California Fire Grant	0.00	0.00	15,000.00	15,000.00	15,000.00	0 %
	465 Cell phones, Radios and Pagers	58.66	175.98	1,200.00	1,200.00	1,024.02	15 %
	470 Communication Equipment	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	475 Computer Supplies & Upgrades	0.00	293.94	4,000.00	4,000.00	3,706.06	7 %
	485 Fuel Expense	488.18	1,706.05	5,000.00	5,000.00	3,293.95	34 %
	490 Small Tools & Equipment	265.34	575.48	2,500.00	2,500.00	1,924.52	23 %
	495 Uniform Expense	743.01	893.73	3,000.00	3,000.00	2,106.27	30 %
	500 Capital Outlay	0.00	-5,917.31	0.00	0.00	5,917.31	*** %
	503 Weed Abatement Costs	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	505 Fire Training Grounds	0.00	0.00	2,500.00	2,500.00	2,500.00	0 %
	510 Fire Station Addition	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	511 Fire- Temp Housing Unit	0.00	2,247.34	0.00	0.00	-2,247.34	*** %
	710 County Hazmat Dues	0.00	2,000.00	2,000.00	2,000.00	0.00	100 %
	715 Licenses, Permits and Fees	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	940 Bank Service Charges	0.00	7.18	0.00	0.00	-7.18	*** %
	960 Property Tax Expense	0.00	0.00	220.00	220.00	220.00	0 %
	<b>Account Total:</b>	<b>64,945.04</b>	<b>206,037.69</b>	<b>479,935.00</b>	<b>479,935.00</b>	<b>273,897.31</b>	<b>43 %</b>
	<b>Account Group Total:</b>	<b>64,945.04</b>	<b>206,037.69</b>	<b>479,935.00</b>	<b>479,935.00</b>	<b>273,897.31</b>	<b>43 %</b>
	<b>Fund Total:</b>	<b>64,945.04</b>	<b>206,037.69</b>	<b>479,935.00</b>	<b>479,935.00</b>	<b>273,897.31</b>	<b>43 %</b>

30 STREET LIGHTING DEPARTMENT

63000 Lighting  
63000 Lighting

	105 Salaries and Wages	921.79	2,731.72	15,500.00	15,500.00	12,768.28	18 %
	111 BOD Stipend	20.00	64.00	240.00	240.00	176.00	27 %
	115 Payroll Expenses	10.35	36.84	250.00	250.00	213.16	15 %
	120 Workers' Compensation	0.00	370.32	500.00	500.00	129.68	74 %
	135 Payroll Tax - FICA	6.28	18.17	300.00	300.00	281.83	6 %
	140 Payroll Tax - Medicare	13.26	39.54	300.00	300.00	260.46	13 %
	155 Payroll Tax - SUI	3.25	9.50	150.00	150.00	140.50	6 %
	205 Insurance - Health	210.34	547.51	2,000.00	2,000.00	1,452.49	27 %
	210 Insurance - Dental	6.14	17.66	200.00	200.00	182.34	9 %
	215 Insurance - Vision	1.03	3.16	100.00	100.00	96.84	3 %
	225 Retirement - PERS expense	103.06	311.61	2,500.00	2,500.00	2,188.39	12 %
	305 Operations and Maintenance	5.03	29.33	2,000.00	2,000.00	1,970.67	1 %
	310 Phone and Fax Expense	73.46	100.03	50.00	50.00	-50.03	200 %
	315 Postage, Shipping and Freight	0.05	0.21	100.00	100.00	99.79	0 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
30 STREET LIGHTING DEPARTMENT							
319	Professional Svcs- Legal P.R.A.s	14.59	14.59	0.00	0.00	-14.59	*** %
320	Printing and Reproduction	0.00	0.00	500.00	500.00	500.00	0 %
321	Professional Svcs - IT Services	17.80	53.40	0.00	0.00	-53.40	*** %
323	Professional Svcs- Auditor	100.00	100.00	400.00	400.00	300.00	25 %
325	Professional Svcs - Accounting	63.75	77.75	240.00	240.00	162.25	32 %
326	Professional Svcs - Engineering	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
327	Professional Svcs - Legal (General)	226.03	226.03	1,800.00	1,800.00	1,573.97	13 %
328	Insurance - Prop and Liability	0.00	925.06	1,125.00	1,125.00	199.94	82 %
330	Contract Labor	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
331	Professional Services - Legal (SMEA)	0.00	0.00	500.00	500.00	500.00	0 %
333	Professional Services - Legal (HR)	1.63	1.63	0.00	0.00	-1.63	*** %
334	Maintenance Agreements	1.71	132.85	700.00	700.00	567.15	19 %
335	Meals	0.00	0.00	150.00	150.00	150.00	0 %
340	Meetings and Conferences	0.00	0.00	350.00	350.00	350.00	0 %
345	Mileage Expense Reimbursement	0.26	0.59	150.00	150.00	149.41	0 %
348	Safety Equipment and Supplies	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
350	Repairs and Maint - Computers	0.00	5.34	150.00	150.00	144.66	4 %
351	Repairs and Maint - Equip	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
352	Repairs and Maint - Structures	0.00	0.00	500.00	500.00	500.00	0 %
353	Repairs & Maint- Infrastructure	0.00	10.55	10,000.00	10,000.00	9,989.45	0 %
354	Repairs and Maint - Vehicles	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
375	Internet Expenses	0.00	0.00	200.00	200.00	200.00	0 %
376	Web Page- Upgrade/Maint	0.00	48.00	100.00	100.00	52.00	48 %
380	Utilities - Alarm Service	0.00	0.00	200.00	200.00	200.00	0 %
381	Utilities - Electric	1,205.14	3,597.08	20,000.00	20,000.00	16,402.92	18 %
382	Utilities - Propane	0.00	0.00	50.00	50.00	50.00	0 %
383	Utilities - Trash	0.00	0.00	200.00	200.00	200.00	0 %
384	Utilities - Water/Sewer	2,356.78	3,828.32	15,000.00	15,000.00	11,171.68	26 %
385	Dues and Subscriptions	44.54	47.22	200.00	200.00	152.78	24 %
386	Education and Training	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
393	Advertising and Public Notices	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
394	LAFCO Allocations	0.00	1,210.52	1,600.00	1,600.00	389.48	76 %
410	Office Supplies	6.50	12.10	500.00	500.00	487.90	2 %
465	Cell phones, Radios and Pagers	5.64	16.60	200.00	200.00	183.40	8 %
475	Computer Supplies & Upgrades	0.00	19.55	1,000.00	1,000.00	980.45	2 %
485	Fuel Expense	0.00	0.00	200.00	200.00	200.00	0 %
490	Small Tools & Equipment	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
495	Uniform Expense	5.00	12.00	200.00	200.00	188.00	6 %
581	WWTP Expansion	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
582	WWTP Plant Maintenance	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
715	Licenses, Permits and Fees	0.00	0.00	100.00	100.00	100.00	0 %
940	Bank Service Charges	0.00	0.70	0.00	0.00	-0.70	*** %
	<b>Account Total:</b>	<b>5,423.41</b>	<b>14,619.48</b>	<b>132,505.00</b>	<b>132,505.00</b>	<b>117,885.52</b>	<b>11 %</b>
	<b>Account Group Total:</b>	<b>5,423.41</b>	<b>14,619.48</b>	<b>132,505.00</b>	<b>132,505.00</b>	<b>117,885.52</b>	<b>11 %</b>
	<b>Fund Total:</b>	<b>5,423.41</b>	<b>14,619.48</b>	<b>132,505.00</b>	<b>132,505.00</b>	<b>117,885.52</b>	<b>11 %</b>

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
40 WASTEWATER DEPARTMENT							
64000 Sanitary							
64000 Sanitary							
	105 Salaries and Wages	15,319.92	44,905.59	289,546.00	289,546.00	244,640.41	16 %
	109 Stand-by Hours	255.00	1,233.00	7,500.00	7,500.00	6,267.00	16 %
	111 BOD Stipend	360.00	1,152.00	4,600.00	4,600.00	3,448.00	25 %
	115 Payroll Expenses	196.66	699.79	3,400.00	3,400.00	2,700.21	21 %
	120 Workers' Compensation	0.00	8,455.52	10,000.00	10,000.00	1,544.48	85 %
	121 Physicals	75.00	75.00	150.00	150.00	75.00	50 %
	135 Payroll Tax - FICA	107.18	307.77	4,000.00	4,000.00	3,692.23	8 %
	140 Payroll Tax - Medicare	226.13	676.62	4,000.00	4,000.00	3,323.38	17 %
	155 Payroll Tax - SUI	55.49	162.24	2,200.00	2,200.00	2,037.76	7 %
	205 Insurance - Health	2,737.94	8,713.70	35,000.00	35,000.00	26,286.30	25 %
	206 Insurance - CalPers Health Retiree	109.44	218.88	2,000.00	2,000.00	1,781.12	11 %
	210 Insurance - Dental	103.50	296.22	2,100.00	2,100.00	1,803.78	14 %
	215 Insurance - Vision	16.85	50.34	350.00	350.00	299.66	14 %
	225 Retirement - PERS expense	1,307.62	3,951.57	22,000.00	22,000.00	18,048.43	18 %
	305 Operations and Maintenance	335.63	821.14	8,000.00	8,000.00	7,178.86	10 %
	310 Phone and Fax Expense	664.72	844.60	1,100.00	1,100.00	255.40	77 %
	315 Postage, Shipping and Freight	55.90	229.62	3,500.00	3,500.00	3,270.38	7 %
	319 Professional Svcs- Legal P.R.A.s	262.69	262.69	0.00	0.00	-262.69	*** %
	320 Printing and Reproduction	0.00	99.55	2,500.00	2,500.00	2,400.45	4 %
	321 Professional Svcs - IT Services	338.20	987.90	0.00	0.00	-987.90	*** %
	323 Professional Svcs- Auditor	1,900.00	1,900.00	7,600.00	7,600.00	5,700.00	25 %
	325 Professional Svcs - Accounting	1,211.25	1,456.25	4,600.00	4,600.00	3,143.75	32 %
	326 Professional Svcs - Engineering	0.00	217.50	18,000.00	18,000.00	17,782.50	1 %
	327 Professional Svcs - Legal (General)	4,528.23	4,528.23	30,400.00	30,400.00	25,871.77	15 %
	328 Insurance - Prop and Liability	0.00	12,841.72	15,000.00	15,000.00	2,158.28	86 %
	329 New Hire Screening	0.00	0.00	100.00	100.00	100.00	0 %
	330 Contract Labor	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	331 Professional Services - Legal (SMEA)	0.00	0.00	4,800.00	4,800.00	4,800.00	0 %
	333 Professional Services - Legal (HR)	28.53	28.53	0.00	0.00	-28.53	*** %
	334 Maintenance Agreements	255.08	2,786.06	10,500.00	10,500.00	7,713.94	27 %
	335 Meals	0.00	0.00	100.00	100.00	100.00	0 %
	340 Meetings and Conferences	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	345 Mileage Expense Reimbursement	4.85	17.80	1,000.00	1,000.00	982.20	2 %
	348 Safety Equipment and Supplies	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	349 Repairs & Maintenance Mission Gardens	3,087.46	3,087.46	10,000.00	10,000.00	6,912.54	31 %
	350 Repairs and Maint - Computers	0.00	97.46	1,600.00	1,600.00	1,502.54	6 %
	351 Repairs and Maint - Equip	0.00	29.65	10,000.00	10,000.00	9,970.35	0 %
	352 Repairs and Maint - Structures	39.01	95.51	1,500.00	1,500.00	1,404.49	6 %
	353 Repairs & Maint- Infrastructure	479.67	671.80	10,000.00	10,000.00	9,328.20	7 %
	354 Repairs and Maint - Vehicles	396.85	1,890.70	3,000.00	3,000.00	1,109.30	63 %
	355 Testing & Supplies (WWTP)	491.00	833.00	12,000.00	12,000.00	11,167.00	7 %
	374 CSD Utilities - Billing Services	287.80	574.87	0.00	0.00	-574.87	*** %
	375 Internet Expenses	188.71	642.25	2,500.00	2,500.00	1,857.75	26 %
	376 Web Page- Upgrade/Maint	0.00	912.00	1,000.00	1,000.00	88.00	91 %
	379 Utilities- Electric Mission Gardens	101.19	291.61	2,000.00	2,000.00	1,708.39	15 %
	380 Utilities - Alarm Service	57.58	166.88	650.00	650.00	483.12	26 %
	381 Utilities - Electric	7,078.09	22,523.81	80,000.00	80,000.00	57,476.19	28 %
	382 Utilities - Propane	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
40 WASTEWATER DEPARTMENT							
383	Utilities - Trash	53.05	157.03	800.00	800.00	642.97	20 %
384	Utilities - Water/Sewer	67.25	200.25	1,000.00	1,000.00	799.75	20 %
385	Dues and Subscriptions	838.05	1,204.55	4,000.00	4,000.00	2,795.45	30 %
386	Education and Training	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
393	Advertising and Public Notices	19.00	19.00	2,000.00	2,000.00	1,981.00	1 %
394	LAFCO Allocations	0.00	1,210.52	1,600.00	1,600.00	389.48	76 %
395	Community Outreach	0.00	0.00	1,200.00	1,200.00	1,200.00	0 %
396	Utilities SoCal Gas	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
410	Office Supplies	263.67	642.49	2,000.00	2,000.00	1,357.51	32 %
459	SCADA - Maintenance Fees	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
465	Cell phones, Radios and Pagers	110.94	314.08	1,600.00	1,600.00	1,285.92	20 %
475	Computer Supplies & Upgrades	133.50	513.38	2,000.00	2,000.00	1,486.62	26 %
485	Fuel Expense	517.93	1,430.02	5,000.00	5,000.00	3,569.98	29 %
490	Small Tools & Equipment	474.87	727.88	5,739.00	5,739.00	5,011.12	13 %
495	Uniform Expense	120.88	373.71	2,000.00	2,000.00	1,626.29	19 %
560	Sewer Line Repairs	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
570	Repairs, Maint. and Video Sewer Lines	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
581	WWTP Expansion	0.00	0.00	40,000.00	40,000.00	40,000.00	0 %
582	WWTP Plant Maintenance	7,316.19	7,394.53	32,000.00	32,000.00	24,605.47	23 %
583	WWTP Drying Pond Maintenance	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
587	WWTF Final Design/Construction	10,370.98	24,243.48	128,589.00	128,589.00	104,345.52	19 %
705	Waste Discharge Fees/Permits	0.00	0.00	25,000.00	25,000.00	25,000.00	0 %
715	Licenses, Permits and Fees	0.00	2,502.70	2,000.00	2,000.00	-502.70	125 %
805	Refundable Water/Sewer/Hydrant	1.80	1.80	0.00	0.00	-1.80	*** %
940	Bank Service Charges	0.00	13.30	0.00	0.00	-13.30	*** %
960	Property Tax Expense	0.00	0.00	250.00	250.00	250.00	0 %
970	WWTF Long Term Maintenance	0.00	0.00	100,000.00	100,000.00	100,000.00	0 %
971	Loan Principal Payment	0.00	0.00	110,000.00	110,000.00	110,000.00	0 %
972	Loan Interest Payment	0.00	0.00	110,000.00	110,000.00	110,000.00	0 %
	<b>Account Total:</b>	<b>62,951.28</b>	<b>170,685.55</b>	<b>1,248,574.00</b>	<b>1,248,574.00</b>	<b>1,077,888.45</b>	<b>14 %</b>
	<b>Account Group Total:</b>	<b>62,951.28</b>	<b>170,685.55</b>	<b>1,248,574.00</b>	<b>1,248,574.00</b>	<b>1,077,888.45</b>	<b>14 %</b>
	<b>Fund Total:</b>	<b>62,951.28</b>	<b>170,685.55</b>	<b>1,248,574.00</b>	<b>1,248,574.00</b>	<b>1,077,888.45</b>	<b>14 %</b>

50 WATER DEPARTMENT

65000 Water

65000 Water

105	Salaries and Wages	19,531.85	58,200.02	263,120.00	263,120.00	204,919.98	22 %
109	Stand-by Hours	255.00	1,233.00	7,500.00	7,500.00	6,267.00	16 %
111	BOD Stipend	380.00	1,216.00	4,600.00	4,600.00	3,384.00	26 %
115	Payroll Expenses	194.08	690.60	3,400.00	3,400.00	2,709.40	20 %
120	Workers' Compensation	0.00	8,503.67	10,000.00	10,000.00	1,496.33	85 %
121	Physicals	75.00	75.00	150.00	150.00	75.00	50 %
135	Payroll Tax - FICA	135.58	395.71	4,000.00	4,000.00	3,604.29	10 %
140	Payroll Tax - Medicare	286.23	867.68	4,000.00	4,000.00	3,132.32	22 %
155	Payroll Tax - SUI	70.21	208.17	2,200.00	2,200.00	1,991.83	9 %
205	Insurance - Health	3,655.60	11,079.70	40,000.00	40,000.00	28,920.30	28 %
206	Insurance - CalPers Health Retiree	109.44	218.88	2,000.00	2,000.00	1,781.12	11 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
50 WATER DEPARTMENT							
210	Insurance - Dental	134.37	389.01	2,100.00	2,100.00	1,710.99	19 %
215	Insurance - Vision	21.83	69.78	350.00	350.00	280.22	20 %
225	Retirement - PERS expense	1,887.82	5,775.04	33,000.00	33,000.00	27,224.96	18 %
305	Operations and Maintenance	435.40	983.23	8,000.00	8,000.00	7,016.77	12 %
310	Phone and Fax Expense	659.21	839.08	1,100.00	1,100.00	260.92	76 %
315	Postage, Shipping and Freight	55.89	228.45	3,500.00	3,500.00	3,271.55	7 %
319	Professional Svcs- Legal P.R.A.s	277.29	277.29	0.00	0.00	-277.29	*** %
320	Printing and Reproduction	0.00	91.72	2,500.00	2,500.00	2,408.28	4 %
321	Professional Svcs - IT Services	333.75	1,005.70	0.00	0.00	-1,005.70	*** %
323	Professional Svcs- Auditor	1,875.00	1,875.00	7,500.00	7,500.00	5,625.00	25 %
324	Professional Svcs - GSA-GSP	2,450.51	2,450.51	15,000.00	15,000.00	12,549.49	16 %
325	Professional Svcs - Accounting	1,195.31	1,461.31	4,600.00	4,600.00	3,138.69	32 %
326	Professional Svcs - Engineering	0.00	217.50	30,000.00	30,000.00	29,782.50	1 %
327	Professional Svcs - Legal (General)	11,534.89	11,534.89	30,000.00	30,000.00	18,465.11	38 %
328	Insurance - Prop and Liability	0.00	20,979.91	20,000.00	20,000.00	-979.91	105 %
329	New Hire Screening	0.00	0.00	100.00	100.00	100.00	0 %
330	Contract Labor	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
331	Professional Services - Legal (SMEA)	0.00	0.00	4,800.00	4,800.00	4,800.00	0 %
332	Professional Services - Legal	7,021.90	7,021.90	70,000.00	70,000.00	62,978.10	10 %
333	Professional Services - Legal (HR)	30.97	30.97	0.00	0.00	-30.97	*** %
334	Maintenance Agreements	254.64	2,752.84	9,600.00	9,600.00	6,847.16	29 %
335	Meals	0.00	0.00	200.00	200.00	200.00	0 %
340	Meetings and Conferences	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
345	Mileage Expense Reimbursement	4.79	21.62	1,000.00	1,000.00	978.38	2 %
348	Safety Equipment and Supplies	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
350	Repairs and Maint - Computers	0.00	100.79	1,600.00	1,600.00	1,499.21	6 %
351	Repairs and Maint - Equip	261.04	290.69	4,000.00	4,000.00	3,709.31	7 %
352	Repairs and Maint - Structures	4.34	60.83	2,000.00	2,000.00	1,939.17	3 %
353	Repairs & Maint- Infrastructure	1,277.55	5,080.33	50,000.00	50,000.00	44,919.67	10 %
354	Repairs and Maint - Vehicles	396.86	1,370.11	3,000.00	3,000.00	1,629.89	46 %
356	Testing & Supplies - Well #3 (Water)	269.68	717.01	3,500.00	3,500.00	2,782.99	20 %
357	Testing & Supplies - Well #4 (Water)	269.68	434.01	3,500.00	3,500.00	3,065.99	12 %
358	Testing & Supplies- SLT Well (Water)	601.69	1,212.03	6,000.00	6,000.00	4,787.97	20 %
359	Testing & Supplies- Other	260.00	780.00	6,000.00	6,000.00	5,220.00	13 %
362	Cross-Connection Control Svcs.	127.00	231.50	1,000.00	1,000.00	768.50	23 %
374	CSD Utilities - Billing Services	380.20	761.78	0.00	0.00	-761.78	*** %
375	Internet Expenses	188.70	492.28	2,500.00	2,500.00	2,007.72	20 %
376	Web Page- Upgrade/Maint	0.00	900.00	1,000.00	1,000.00	100.00	90 %
380	Utilities - Alarm Service	57.58	166.88	650.00	650.00	483.12	26 %
381	Utilities - Electric	4,608.49	14,651.10	45,452.00	45,452.00	30,800.90	32 %
382	Utilities - Propane	0.00	0.00	750.00	750.00	750.00	0 %
383	Utilities - Trash	53.05	157.03	800.00	800.00	642.97	20 %
384	Utilities - Water/Sewer	15.72	42.66	500.00	500.00	457.34	9 %
385	Dues and Subscriptions	828.13	864.39	4,000.00	4,000.00	3,135.61	22 %
386	Education and Training	0.00	100.00	1,000.00	1,000.00	900.00	10 %
393	Advertising and Public Notices	19.01	19.01	2,000.00	2,000.00	1,980.99	1 %
394	LAFCO Allocations	0.00	1,210.52	1,600.00	1,600.00	389.48	76 %
395	Community Outreach	0.00	0.00	1,200.00	1,200.00	1,200.00	0 %
396	Utilities SoCal Gas	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
410	Office Supplies	257.42	398.65	2,000.00	2,000.00	1,601.35	20 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
50 WATER DEPARTMENT							
459	SCADA - Maintenance Fees	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
465	Cell phones, Radios and Pagers	136.98	381.88	1,500.00	1,500.00	1,118.12	25 %
475	Computer Supplies & Upgrades	667.50	1,034.12	0.00	0.00	-1,034.12	*** %
481	Chemicals- Well #3	0.00	568.12	4,000.00	4,000.00	3,431.88	14 %
482	Chemicals- Well #4	0.00	734.16	4,000.00	4,000.00	3,265.84	18 %
483	Chemicals- SLT Well	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
485	Fuel Expense	517.93	1,430.02	4,000.00	4,000.00	2,569.98	36 %
490	Small Tools & Equipment	474.86	631.19	6,000.00	6,000.00	5,368.81	11 %
495	Uniform Expense	120.92	373.83	1,800.00	1,800.00	1,426.17	21 %
500	Capital Outlay	23,853.00	23,853.00	0.00	23,853.00	0.00	100 %
517	Water Projects Well 4	0.00	0.00	0.00	12,114.04	12,114.04	0 %
520	Water Main Valves Replacement	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
525	Water Meter Replacement	0.00	6,250.64	20,000.00	20,000.00	13,749.36	31 %
526	Development Meters	0.00	0.00	15,000.00	15,000.00	15,000.00	0 %
535	Water Lines Repairs	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
582	WWTP Plant Maintenance	554.48	554.48	10,000.00	10,000.00	9,445.52	6 %
587	WWTF Final Design/Construction	10.44	10.44	0.00	0.00	-10.44	*** %
590	CALOES Resiliency Grant	6,033.98	6,055.44	230,000.00	230,000.00	223,944.56	3 %
605	USDA Loan Payment	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
715	Licenses, Permits and Fees	1,000.00	1,431.70	6,500.00	6,500.00	5,068.30	22 %
805	Refundable Water/Sewer/Hydrant	1.80	1.80	0.00	0.00	-1.80	*** %
930	Interest Fees	0.00	2,523.70	60,000.00	60,000.00	57,476.30	4 %
940	Bank Service Charges	2.00	17.22	0.00	0.00	-17.22	*** %
	<b>Account Total:</b>	<b>96,116.59</b>	<b>216,587.52</b>	<b>1,153,172.00</b>	<b>1,189,139.04</b>	<b>972,551.52</b>	<b>18 %</b>
	<b>Account Group Total:</b>	<b>96,116.59</b>	<b>216,587.52</b>	<b>1,153,172.00</b>	<b>1,189,139.04</b>	<b>972,551.52</b>	<b>18 %</b>
	<b>Fund Total:</b>	<b>96,116.59</b>	<b>216,587.52</b>	<b>1,153,172.00</b>	<b>1,189,139.04</b>	<b>972,551.52</b>	<b>18 %</b>
60 SOLID WASTE DEPARTMENT							
66000 SOLID WASTE							
66000	SOLID WASTE						
105	Salaries and Wages	972.43	2,884.17	13,810.00	13,810.00	10,925.83	21 %
111	BOD Stipend	20.00	64.00	240.00	240.00	176.00	27 %
115	Payroll Expenses	10.35	36.85	250.00	250.00	213.15	15 %
120	Workers' Compensation	0.00	370.32	500.00	500.00	129.68	74 %
135	Payroll Tax - FICA	6.66	19.25	250.00	250.00	230.75	8 %
140	Payroll Tax - Medicare	14.05	42.02	250.00	250.00	207.98	17 %
155	Payroll Tax - SUI	3.46	10.11	200.00	200.00	189.89	5 %
205	Insurance - Health	215.38	570.12	2,000.00	2,000.00	1,429.88	29 %
210	Insurance - Dental	6.47	18.67	200.00	200.00	181.33	9 %
215	Insurance - Vision	0.98	3.00	200.00	200.00	197.00	2 %
225	Retirement - PERS expense	107.08	320.69	2,000.00	2,000.00	1,679.31	16 %
305	Operations and Maintenance	-1.74	22.56	2,000.00	2,000.00	1,977.44	1 %
310	Phone and Fax Expense	73.46	100.03	100.00	100.00	-0.03	100 %
315	Postage, Shipping and Freight	-0.60	-0.44	100.00	100.00	100.44	0 %
319	Professional Svcs- Legal P.R.A.s	14.59	14.59	0.00	0.00	-14.59	*** %
320	Printing and Reproduction	1.07	1.07	500.00	500.00	498.93	0 %
321	Professional Svcs - IT Services	17.80	53.40	0.00	0.00	-53.40	*** %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
60 SOLID WASTE DEPARTMENT							
323	Professional Svcs- Auditor	342.40	342.40	400.00	400.00	57.60	86 %
325	Professional Svcs - Accounting	-178.65	-164.65	250.00	250.00	414.65	-66 %
327	Professional Svcs - Legal (General)	226.02	226.02	1,600.00	1,600.00	1,373.98	14 %
328	Insurance - Prop and Liability	0.00	694.32	1,000.00	1,000.00	305.68	69 %
330	Contract Labor	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
331	Professional Services - Legal (SMEA)	0.00	0.00	500.00	500.00	500.00	0 %
333	Professional Services - Legal (HR)	1.63	1.63	0.00	0.00	-1.63	*** %
334	Maintenance Agreements	-12.24	118.89	400.00	400.00	281.11	30 %
335	Meals	0.00	0.00	200.00	200.00	200.00	0 %
340	Meetings and Conferences	0.00	0.00	200.00	200.00	200.00	0 %
345	Mileage Expense Reimbursement	0.24	0.88	100.00	100.00	99.12	1 %
348	Safety Equipment and Supplies	0.00	0.00	500.00	500.00	500.00	0 %
350	Repairs and Maint - Computers	13.35	18.68	150.00	150.00	131.32	12 %
351	Repairs and Maint - Equip	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
352	Repairs and Maint - Structures	0.00	0.00	100.00	100.00	100.00	0 %
353	Repairs & Maint- Infrastructure	0.00	1,290.92	1,000.00	1,000.00	-290.92	129 %
354	Repairs and Maint - Vehicles	0.00	0.00	200.00	200.00	200.00	0 %
375	Internet Expenses	0.00	0.00	200.00	200.00	200.00	0 %
376	Web Page- Upgrade/Maint	0.00	48.00	0.00	0.00	-48.00	*** %
382	Utilities - Propane	0.00	0.00	100.00	100.00	100.00	0 %
383	Utilities - Trash	0.00	0.00	200.00	200.00	200.00	0 %
384	Utilities - Water/Sewer	0.00	0.00	500.00	500.00	500.00	0 %
385	Dues and Subscriptions	51.45	54.15	150.00	150.00	95.85	36 %
386	Education and Training	0.00	0.00	500.00	500.00	500.00	0 %
393	Advertising and Public Notices	0.00	0.00	500.00	500.00	500.00	0 %
394	LAFCO Allocations	0.00	1,210.52	1,600.00	1,600.00	389.48	76 %
395	Community Outreach	0.00	0.00	750.00	750.00	750.00	0 %
410	Office Supplies	7.15	12.75	150.00	150.00	137.25	9 %
465	Cell phones, Radios and Pagers	6.20	18.27	150.00	150.00	131.73	12 %
475	Computer Supplies & Upgrades	0.00	19.55	0.00	0.00	-19.55	*** %
485	Fuel Expense	0.00	0.00	200.00	200.00	200.00	0 %
490	Small Tools & Equipment	0.00	0.00	500.00	500.00	500.00	0 %
495	Uniform Expense	5.00	12.00	200.00	200.00	188.00	6 %
650	SB1383 Compliance	0.00	0.00	0.00	10,000.00	10,000.00	0 %
940	Bank Service Charges	0.00	0.70	0.00	0.00	-0.70	*** %
	<b>Account Total:</b>	<b>1,923.99</b>	<b>8,435.44</b>	<b>36,900.00</b>	<b>46,900.00</b>	<b>38,464.56</b>	<b>18 %</b>
	<b>Account Group Total:</b>	<b>1,923.99</b>	<b>8,435.44</b>	<b>36,900.00</b>	<b>46,900.00</b>	<b>38,464.56</b>	<b>18 %</b>
	<b>Fund Total:</b>	<b>1,923.99</b>	<b>8,435.44</b>	<b>36,900.00</b>	<b>46,900.00</b>	<b>38,464.56</b>	<b>18 %</b>
	<b>Grand Total:</b>	<b>231,360.31</b>	<b>616,365.68</b>	<b>3,051,086.00</b>	<b>3,097,053.04</b>	<b>2,480,687.36</b>	<b>20 %</b>



Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
<b>20 FIRE PROTECTION DEPARTMENT</b>						
10200 Operating Cash - Premier	406,904.79	1,401.51	11.92	39,408.14	23,481.48	345,428.60
10250 Pac Premier - Payroll	9,982.93	39,408.14	12,374.96	50,607.63	1,897.34	9,261.06
10340 Pac Premier Operational Reserve	101,840.87	688.19	0.00	0.00	0.00	102,529.06
10350 Pac Premier- Capital Reserve	359,169.24	7.24	0.00	0.00	0.00	359,176.48
<b>Total Fund</b>	<b>877,897.83</b>	<b>41,505.08</b>	<b>12,386.88</b>	<b>90,015.77</b>	<b>25,378.82</b>	<b>816,395.20</b>
<b>30 STREET LIGHTING DEPARTMENT</b>						
10200 Operating Cash - Premier	88,236.32	162.52	0.00	0.00	5,116.22	83,282.62
10250 Pac Premier - Payroll	4,327.79	0.00	1,194.35	832.27	420.59	4,269.28
10340 Pac Premier Operational Reserve	150,231.64	4.45	0.00	0.00	0.00	150,236.09
10350 Pac Premier- Capital Reserve	249,595.43	10.68	0.00	0.00	0.00	249,606.11
10460 Cantella & Co. Investment Acct.	160,064.66	151.92	0.00	216.10	0.00	160,000.48
<b>Total Fund</b>	<b>652,455.84</b>	<b>329.57</b>	<b>1,194.35</b>	<b>1,048.37</b>	<b>5,536.81</b>	<b>647,394.58</b>
<b>40 WASTEWATER DEPARTMENT</b>						
10200 Operating Cash - Premier	800,432.47	94,218.55	2,069.26	0.00	56,088.60	840,631.68
10250 Pac Premier - Payroll	13,163.08	0.00	19,658.27	14,285.68	5,943.67	12,592.00
10260 Pac Western Bank --Long Term	200,049.04	4.93	0.00	0.00	0.00	200,053.97
10340 Pac Premier Operational Reserve	280,310.94	8.30	0.00	0.00	0.00	280,319.24
10350 Pac Premier- Capital Reserve	917,863.02	19.92	0.00	0.00	0.00	917,882.94
<b>Total Fund</b>	<b>2,211,818.55</b>	<b>94,251.70</b>	<b>21,727.53</b>	<b>14,285.68</b>	<b>62,032.27</b>	<b>2,251,479.83</b>
<b>50 WATER DEPARTMENT</b>						
10150 Cash in SLO County	77,412.40	0.00	0.00	0.00	0.00	77,412.40
10200 Operating Cash - Premier	153,213.26	90,492.47	0.00	471.13	82,148.68	161,085.92
10250 Pac Premier - Payroll	-14,046.00	0.00	24,847.35	17,781.57	7,721.26	-14,701.48
10340 Pac Premier Operational Reserve	155,281.10	4.60	0.00	0.00	0.00	155,285.70
10350 Pac Premier- Capital Reserve	272,101.49	11.03	0.00	0.00	0.00	272,112.52
10400 HOB - USDA Reserve	66,969.52	0.55	0.00	0.00	0.00	66,970.07
<b>Total Fund</b>	<b>710,931.77</b>	<b>90,508.65</b>	<b>24,847.35</b>	<b>18,252.70</b>	<b>89,869.94</b>	<b>718,165.13</b>
<b>60 SOLID WASTE DEPARTMENT</b>						
10200 Operating Cash - Premier	29,810.96	3,193.69	0.00	0.00	1,616.80	31,387.85
10250 Pac Premier - Payroll	4,615.80	0.00	1,256.85	870.16	445.34	4,557.15
10340 Pac Premier Operational Reserve	72,262.69	2.14	0.00	0.00	0.00	72,264.83
10350 Pac Premier- Capital Reserve	26,076.20	5.13	0.00	0.00	0.00	26,081.33
<b>Total Fund</b>	<b>132,765.65</b>	<b>3,200.96</b>	<b>1,256.85</b>	<b>870.16</b>	<b>2,062.14</b>	<b>134,291.16</b>
<b>73 CLAIMS CLEARING FUND</b>						
10200 Operating Cash - Premier	82,274.80	0.00	107,038.82	144,134.03	0.00	45,179.59
10250 Pac Premier - Payroll	571.02	0.00	16,428.20	16,999.22	0.00	0.00
<b>Total Fund</b>	<b>82,845.82</b>		<b>123,467.02</b>	<b>161,133.25</b>		<b>45,179.59</b>
<b>Totals</b>	<b>4,668,715.46</b>	<b>229,795.96</b>	<b>184,879.98</b>	<b>285,605.93</b>	<b>184,879.98</b>	<b>4,612,905.49</b>

\*\*\* Transfers In and Transfers Out columns should match, with the following exceptions:

- 1) Cancelled electronic checks increase the Transfers In column. Disbursed column will be overstated by the same amount and will not balance to the Redeemed Checks List.
- 2) Payroll Journal Vouchers including local deductions with receipt accounting will reduce the Transfers Out column by the total amount of these checks.



## Board of Directors Staff Report

October 28, 2021

AGENDA ITEM: XI-2

**SUBJECT:** Review and Approve **Resolution No. 2021-31** Amending Chapter 7: District Officials – Interaction with Staff and Officials.

### STAFF RECOMMENDATION:

Approve **Resolution No. 2021-31** Amending Chapter 7: District Officials – Interaction with Staff and Officials of the San Miguel Community Services District Board Members’ Handbook.

### Background:

On September 22, 2017, the San Miguel Community Services District (“District”) Board of Directors (“Board”) adopted a Board Member Handbook (“Handbook”) for members of the Board and other District officials. The Handbook serves as a reference on adopted practices and procedures pertaining to Board meetings, committee meetings, Board powers and responsibilities, expected behavior and decorum, ethical duties, and other matters.

Recently, there have been concerns raised by the Board and some members of the public about the costs of legal fees incurred by the District and the potential for Board members to unintentionally cause the District to incur additional legal fees with inquiries or requests for research and opinions from District Counsel. The Board has discussed various ways to manage and reduce these costs, and have suggested that there be a new provision within the Handbook to require Board members to bring their questions or concerns which might warrant District Counsel’s involvement to the entire Board for direction instead of simply reaching out to Counsel.

This proposed amendment would add subsection (1) to Section E. of Chapter 7 which reads as follows:

1. In order to manage the costs of legal services, the Board must meet and discuss in closed session and a quorum of Board members must agree that an individual Board

member may contact District Counsel on any matters which would cause District Counsel to undertake legal research and analysis in order to provide an opinion or guidance to the member. This does not apply to any perfunctory inquiries or ministerial matters where the Board member contacts District Counsel. The Board President need not seek nor obtain Board approval to confer with District Counsel on any matter which he or she deems necessary or in circumstances where Counsel reaches out to the President in order to facilitate the appropriate performance of District or Board business.

In addition, while reviewing the Handbook, Staff noted that some minor edits and formatting changes are necessary, and recommend that the Board also take action to adopt these suggested changes.

**Fiscal Impact:**

Adopting the amendment to Chapter 7 should operate to reduce overall costs to the District for legal fees.

**Staff Recommendation:**

Approve **Resolution No. 2021-31** Amending Chapter 7: District Officials – Interaction with Staff and Officials of the San Miguel Community Services District Board Members’ Handbook and Make Other Minor Grammatical and Formatting Edits to the Handbook.

PREPARED BY:

---

Douglas L. White, District General Counsel

Attachments:

Resolution 2021-31  
Handbook with Redlines  
District Board Members’ Handbook - Clean

**RESOLUTION NO. 2021-31**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SAN MIGUEL COMMUNITY SERVICES DISTRICT AMENDING CHAPTER 7,  
DISTRICT OFFICIALS – INTERACTION WITH STAFF AND OFFICIALS, OF THE  
SAN MIGUEL COMMUNITY SERVICES DISTRICT BOARD MEMBERS’  
HANDBOOK AND MAKE OTHER MINOR GRAMMATICAL AND  
FORMATTING EDITS TO THE HANDBOOK**

**WHEREAS**, on September 22, 2017, the San Miguel Community Services District (“District”) Board of Directors (“Board”) adopted a handbook for members of the Board and other District officials (“Handbook”); and

**WHEREAS**, the Handbook serves as a reference on adopted practices and procedures pertaining to Board meetings, committee meetings, Board powers and responsibilities, expected behavior and decorum, ethical duties, and other matters; and

**WHEREAS**, time to time, since its adoption in 2017, the Handbook has been amended as needed to address circumstances or concerns raised by Board members and Staff; and

**WHEREAS**, Staff has noted that the current version of the Handbook has minor grammatical errors and formatting issues which should be updated; and

**WHEREAS**, the Board desires to amend Chapter 7: District Officials – Interaction with Staff and Officials to require Board members to get the approval of a quorum of Board members prior to contacting District General Counsel with inquiries or asking Counsel to undertake legal research and analysis in order to provide an opinion or other guidance to the Board member; and

**WHEREAS**, the Board President will not be required to seek nor obtain Board approval to confer with District Counsel on any matter which he or she deems necessary or in circumstances in which Counsel reaches out to the President in order to facilitate the appropriate performance of District or Board business.

**NOW THEREFORE, BE IT RESOLVED**, the Board does, hereby:

1. Amends Chapter 7: District Officials – Interaction with Staff and Officials, of the San Miguel Community Services District Board Members’ Handbook attached hereto and incorporated as Exhibit A.
2. Make other grammatical and formatting edits and updates to the Handbook as noted in the redlines to Exhibit A.

On the motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_ and \_\_\_\_\_ on the following roll call vote, to wit:

**AYES:**  
**NOES:**  
**ABSENT:**

**ABSTAINING:**

the foregoing Resolution is hereby passed and adopted this 28<sup>th</sup> day of October, 2021.

\_\_\_\_\_  
Raynette Gregory, President  
Board of Directors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Rob Roberson, Interim General Manager

\_\_\_\_\_  
Doug White, District General Counsel

San Miguel  
Community  
Services District



Board ~~Member~~Members'  
Handbook

Board ~~Member~~Members' Handbook September 2017  
Revised January 18, 2018  
Revised January 23, 2020  
Revised Chapter 4 September 24, 2020  
[Revised October 28, 2021](#)

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PART I: ADMINISTRATIVE GUIDELINES

## Chapter 1: Introduction & Overview

### A. Purpose of San Miguel Community Services District Board Member’s Handbook

The San Miguel Community Services District (“District”) has prepared this Board ~~Members~~’ Handbook (“Handbook”) to assist Board ~~member~~Members and other District Officials (collectively, “District Officials”) by documenting accepted practices and clarifying expectations. This Handbook should serve as a reference on adopted practices and procedures pertaining to District Board of Directors (“Board”) meetings, committee meetings or advisory groups, if any, provide an overview of District operations, Board powers and responsibilities, expected behavior and decorum from Board ~~member~~Members and other elected or appointed officials, and other related matters.

The Handbook supersedes any other ~~H~~Handbooks which govern the Board, ~~C~~Committees, or Advisory Groups.

### B. Overview of Basic Documents

This Handbook is a summary ~~of~~of the important aspects of District Officials’ activities. However, it cannot incorporate all materials and information necessary for understanding the business of District Officials. Many other laws, plans, and documents exist which bind the District Officials to certain courses of action and practices. A summary of some of the most notable documents which establish District Officials’ direction is provided below.

#### 1. California Government Code

The California Government Code contains many requirements for the operation of local government and administration of public meetings throughout the state. Many of these requirements, such as open meeting laws, is to ensure there is broad awareness of such requirements. The District is a “~~special~~ Special districtDistrict” which means it is organized in accordance with provisions of the California Government Code and it is bound by the state’s general law.<sup>1</sup>

#### 2. Annual Budget

The District’s annual budget provides a description of District services and the resources used to provide services. The document contains a broad overview of the budget, as well as descriptions of programs offered within each division of the organization.

#### 3. Emergency Operations Plan

The District is in the process of drafting an emergency plan entitled “Emergency Operations Plan”, which will describe actions to be taken in periods of extreme emergency. The Emergency Operations Plan may be updated from time to time. The Board may be called upon during an emergency to establish policies related to the specific incident.

### C. Orientation of New District Officials

It is important that new and incoming District Officials gain an understanding of the full range of services and programs provided by the District. As Board ~~member~~Members join the Board, or other District Officials join their respective committees, the General Manager is instructed to provide invitations for ~~member~~Members to tour facilities and meet with key ~~staff~~Staff. At any time if there are facilities or programs about which Board ~~member~~Members would like more information, arrangements will be made to increase awareness of these operations.

### D. Board ~~Member~~Member Qualifications

Each Board ~~member~~Member shall not hold an incompatible office. Each Board ~~member~~Member shall hold office and discharge his or her duties with loyalty. Each Board ~~member~~Member shall attend all regular and special meetings of the Board, unless there is good cause. Removal or replacement of a Board ~~member~~Member shall be governed by the requirements set out in Government Code §§ 1770-1782 and outlined in detail in Chapter 8 of this Handbook.

### E. Basic Definitions

1. Chair/Presiding Officer is the individual authorized by law or District policy to oversee, direct and preside over the public meeting of the Board or any other District ~~committee~~Committee.
2. Board of Directors is the governing body of the District, comprised of four (4) directors and one (1) President of the Board. Each Board ~~member~~Member serves a term of office of four (4) years or until his or her successor qualifies and takes office. Board ~~member~~Members shall take office at noon on the first Friday in December following their election.
3. District Official is any elected or appointed ~~member~~Member of the Board or District ~~committee~~Committee established by resolution or Board policy.

## Chapter 2: Board—General Powers and Responsibilities

### A. Board Authority

The Board is the unit of authority within the District. Board ~~member~~Members have no individual authority. As individuals, Board ~~member~~Members may not commit the District to any policy, act, or expenditure. Board ~~member~~Members do not represent any fractional segment of the community, but are part of the body, which represents and acts for the District as a whole. Routine matters concerning the operational aspects of the District are to be delegated to the professional District ~~staff~~Staff ~~member~~Members.

### B. Board Functions

The Board is the legislative body of the District; its ~~member~~Members are the community's decision makers. Power is centralized in the elected Board collectively and not in an individual Board ~~member~~Member. The Board approves the budget and determines the public services to be provided and the taxes, fees, and assessments to pay for these public services. It focuses on the District's mission to provide fire protection, wastewater, water, lighting, and solid waste collection. The Board appoints a professional General Manager to carry out the administrative responsibilities of the District.

### C. Board President and Vice-President Functions

#### 1. President

The President is to preside at all ~~meeting~~Meetings of the Board and perform such other duties consistent with the office as may be imposed by the Board. At Board ~~meeting~~Meetings, the President assists the Board in focusing on the agenda, discussions, and deliberations. The President does not possess any power of veto. As presiding officer of the Board, the President is to faithfully communicate the will of the Board majority in matters of policy. The President is also recognized as the official head of the District for all ceremonial purposes. The President shall be selected by the Board annually in December.

#### 2. Vice-President

The Vice-President shall perform the duties of the President during the President's absence or disability. The Vice-President shall serve in this capacity at the pleasure of the Board.

#### D. Attendance Requirements

Each Board ~~member~~Member shall attend all ~~meeting~~Meetings of the Board, unless he or she has an excused absence. For the purpose of this Chapter, an "Absence" includes failure to arrive during "Roll Call", leaving prior to "Adjournment", departure from a Board ~~meeting~~Meeting for more than thirty (30) minutes, or failure to attend an entire Board ~~meeting~~Meeting.

An excused absence may include:

- a. Illness of the ~~member~~Member, illness or death of a ~~member~~Member's spouse, domestic partner, parent, child, sibling, or dependent; or
- b. Board-related business; or
- c. Personal leave (limited to one per fiscal year); or
- d. Emergency; or
- e. Required military service; or
- f. Maternity or paternity leave; or
- g. Board consensus excusing such an absence.

A Board ~~Member~~Member who has three (3) unexcused Absences for a period of three (3) consecutive months will result in a vacancy of his or her seat on the Board.<sup>2</sup>

1. **Consent Calendar:** At every Board ~~meeting~~Meeting, the Board will vote to determine whether an Absence, as defined above, from a meeting will be deemed "excused." Absences of a prior meeting will be considered during the Consent Calendar of the following meeting, unless a Board ~~member~~Member requests that the item be removed in order to further discuss it.
2. **Required Sign-In Sheets.** In order to receive his or her monthly stipend, Board ~~member~~Members will be required to sign-in on two separate occasions at each Board ~~meeting~~Meeting.

The first sign-in sheet will be circulated at the "Call to Order" agenda item of the open session of the Board ~~meeting~~Meeting. The second sign-in sheet will be circulated during the "Board Comments" agenda item of the Board ~~meeting~~Meeting.

#### E. Appointment of General Manager and District Counsel

The Board appoints two (2) positions within the District organization: General Manager and District Counsel. Both positions serve at the will of the Board.

1. General Manager



Is an employee of the District and has an employment agreement which specifies terms of employment, including an annual evaluation by the Board. The General Manager shall be the administrative head of the District under the direction of the Board. He or she shall be responsible for the efficient administration of all the affairs of the District, which are under the General Manager's control. The General Manager shall also be responsible for the duties outlined in the Government Code.<sup>3</sup>

## 2. District Counsel

District Counsel services will be provided by contract. The District Counsel attends all Board ~~meeting~~Meetings, as well as other meetings at the request of the Board as deemed necessary. The District Counsel is appointed and serves at the pleasure of the Board.

### F. Role in Emergency

The Board has some extraordinary powers for the protection of persons and property within the District in the event of an emergency. The District is currently in the process of drafting an "Emergency Operations Plan" by and which the role of Board ~~member~~Members and District ~~staff~~Staff will be explained.

### G. Standing Committees

Currently the Board does not have any standing committees or advisory groups. In the event the Board elects to reestablish committees or advisory groups in the future, the Handbook will be revised to reflect the general powers and responsibilities for each committee or advisory group.

## Chapter 3: Board Administrative Support

### A. Requests for Research or Information

Board ~~member~~Members may request information or research from the General Manager on a given topic. All Board ~~member~~Member requests for research or information should only be directed to the General Manager and not directly to a District ~~staff~~Staff ~~member~~Member. Requests for new information or policy direction will be brought to the full Board for consideration at a regular meeting. All written products will be provided to the full Board.

### B. Inappropriate Actions

The Board has delegated the General Manager the responsibility to discuss, on behalf of the full Board, any perceived or inappropriate action by a Board ~~member~~Member. The General Manager will discuss with the Board ~~member~~Member the action and suggest a more appropriate process or procedure to follow. After this discussion, if further inappropriate action continues, the General Manager will report the concern to the full Board.

## Chapter 4: District Finances

### A. Board ~~Member~~Member Compensation

Pursuant to Government Code section 61047, Board ~~member~~Members are authorized to receive up to One Hundred Dollars (\$100.00) per day of service, limited to six (6) days in one (1) month, and all other expenses incurred.

Board ~~member~~Members may waive their stipends as provided by state law<sup>4</sup>, however, they may not elect to assign their salary to any person or entity, including a charitable organization.

**Per Day of Service** means that compensation is limited to no more than One Hundred Dollar stipend (\$100.00) per day (i.e. a special meeting and a regular ~~board~~Board ~~meeting~~Meeting in the same day would be compensated with a single stipend payment for that day).

The following types of authorized functions are eligible for compensation:

1. Regularly scheduled board ~~meeting~~Meetings.
2. One (1) special ~~meeting~~Meeting a month.
3. One (1) special or informal work session or conference per month.
4. Emergency ~~meeting~~Meetings of any duration.
5. Participation in a training program on a topic that is directly related to the district as assigned or approved by the Board. ~~Member~~Members attending must deliver a written report to the ~~board~~Board of ~~directors~~Directors regarding the ~~member~~Member's participation at the next ~~board~~Board of ~~directors'~~Directors' ~~meeting~~Meeting following the training program.
6. Board-appointed regional meetings that are not already reimbursed. Board ~~member~~Members attending must deliver a written report to the ~~board~~Board of ~~directors~~Directors regarding the ~~member~~Member's representation at the next board of directors' meeting following the public meeting or public hearing.
7. Participation in a scheduled Board retreat or Board training session.

**Forfeiture of Stipend.** A Board ~~member~~Member will not be eligible for a stipend under the following conditions:

1. For the relevant Board ~~meeting~~Meeting if a Board ~~Member~~Member fails to arrive for "Roll Call", leaves prior to "Adjournment", leaves for a period of more than thirty (30) minutes in the middle of that Board ~~meeting~~Meeting, or fails to attend the entire Board ~~meeting~~Meeting, without a Board-approved excused absence.
2. No ~~board~~Board ~~member~~Member shall receive a stipend during a fiscal emergency. A fiscal emergency is defined as one of the following:

- a. Half of all departments are running negative budget balances for two (2) consecutive years;
  - b. At any time in which the total Operational Reserve for the District falls below fifteen percent (15%) of the Board approved, operational revenue budget OR operational expenditure budget for that period;
  - c. If the ~~district~~District declares bankruptcy; or
  - d. Existing departmental ~~staff~~Staff are laid off due to budget problems.
3. Two (2) unexcused Absences will result in a forfeiture of the Board ~~member~~Member's stipend for the remainder of the fiscal year.

**Additional Requirements.** As a condition of receiving board stipends, the collective ~~board~~Board shall be required to undergo a yearly Board analysis.

**Additional Compensation.** Any future increases or changes to these rules that results in an increased fiscal impact to district shall be made through an ordinance pursuant to Government Code 61047(b) and shall be brought before the voters at a regularly scheduled election.

## B. Expenditure Allowance

The annual District budget may include an expenditure allowance for expenses necessary for ~~member~~Members to undertake official District business. Eligible expenses include travel expenses, including meals for Board ~~member~~Members, and mileage reimbursement, which are made for District business.<sup>5</sup> Donations to organizations are not eligible, nor are meals, for individuals other than Board ~~member~~Members.

## C. Expenditure Guidelines

Any expense must be related to District affairs.<sup>6</sup> Public property and funds may not be used for any private or personal purpose. For example, reimbursement is not allowed to pay for meals at a meeting to discuss political or campaign strategies. It is also inappropriate for District funds to pay for a meal or other expenses of a private citizen or spouse attending a meeting.

District budgetary practices and accounting controls apply to expenditures within the District budget. Board ~~member~~Members should plan expenditures which will allow them to remain within the annual allocation. When exceptional circumstances require that additional amounts be allocated, the request must be made to the General Manager, and Board action may be necessary. Reimbursement requests should be made through the General Manager's office, with receipts. Expenditure records are public information.

## Chapter 5: Board ~~Member~~Member Communications

### A. Overview

Perhaps the most fundamental role of a Board ~~member~~Member is communication; communication with the public to assess community options and needs, and communication with ~~staff~~Staff to provide policy directions and to gain an understanding of various policy alternatives. Because the Board performs as a body (that is acting based on the will of the majority as opposed to individuals), it is important that general guidelines be understood when speaking “for” the Board. Equally important, when ~~member~~Members are expressing personal views and not those of the Board, the public should be so advised.

When responding to constituent requests or concerns, Board ~~member~~Members should respond to the individuals in a positive manner and route their questions to the General Manager.

### B. Speaking “for the District”

When Board ~~member~~Members are requested to speak to groups or are asked the Board’s position on an issue, the response should reflect the position of the Board as a whole. Of course, a Board ~~member~~Member may clarify their vote on a matter by stating “While I voted against X, the Board voted in support of it.” When representing the Board at meetings or other venues, it is important that those in attendance gain an understanding of the Board’s position rather than that of an individual ~~member~~Member.

### C. Correspondence from Board ~~Member~~Members

1. Members of the Board may be called upon to write letters to citizens, businesses or other public agencies. Typically, the President will be charged with transmitting the District’s position on policy matters to outside agencies on behalf of the Board. Individual Members of Board will often prepare letters for constituents in response to inquiries or to provide requested information.
2. The following is the policy of the Board relative to official and non-official correspondence by Members of the Board:
  - a. Board ~~member~~Members shall not write or send letters on District stationary or letterhead without Board approval.
  - b. The President is authorized to send thank you and acknowledgement letters as they directly pertain to the District in its usual course of business. Such correspondence shall not represent or include Board endorsements, positions, etc. All correspondence signed by the President shall have a copy forwarded to each Board ~~member~~Member.

- c. Board ~~member~~Members may endorse political candidates, initiatives, legislation or positions using their own stationary. They may identify themselves by Board position and title, but in no case shall said endorsements infer that the District or Board supports said position or candidate. Board ~~member~~Members are encouraged to notify or send copies of said endorsement to the full Board.
- d. The Board policy is that it will not support individual political candidates but may vote to support or take stands on initiatives, measures, or other legislation as appropriate and permissible under state law. The President shall be authorized to sign letters stating the Board's position.

**D. Confidential Issues**

Confidential issues, including anything which has been discussed in a closed session, shall not be disclosed to any member of the public, including the press.

**E. Local Ballot Measures**

At times, ballot measures may be placed on the ballot that affect Board policy. There are restrictions regarding what actions the Board or individual ~~member~~Members may take on ballot measures under California law.

**F. State Legislation, Propositions**

The Board may be asked to take action on pending State legislation. The Board has adopted a practice of requiring analysis of bills prior to taking any official position. The analysis is to include a summary of the legislation's purpose and a listing of those entities both in support and against the proposed legislation.

**G. Proclamations**

Ceremonial proclamations are often requested of the District in recognition of an event or individual. Proclamations are not statements of policy but a manner in which the District can make special recognition of an event (e.g. Recycling Week). As part of his or her ceremonial responsibilities, the President is charged with administration of proclamations. Individual Board ~~member~~Members do not issue proclamations but may request that the President issue a proclamation.

## Chapter 6: District Officials—Conflicts & Liability

### A. Conflict of Interest

State laws are in place that attempt to eliminate any action by a District Official that may reflect a conflict of interest. The purpose of such laws and regulations is to ensure that all actions are taken in the public interest.

Newly elected officials are required to file a Statement of Economic Interest (Form 700) within thirty (30) days of being sworn into office. Thereafter, elected officials are required to file an annual Form 700. The General Manager will notify the District Officials of any filing requirements. Written permission must be obtained before posting elected officials' home addresses or telephone numbers on the Internet.

At any time if a District Official believes that a potential for conflict of interest exists, he or she is encouraged to consult with the District Counsel, or private legal counsel, for advice. ~~Staff~~Staff may also request an opinion from the District Counsel regarding a District Official's potential conflict. Laws which regulate conflicts are very complicated. Violations may result in significant penalties or fines, including criminal prosecution. While not inclusive, a general summary of conflict rules has been prepared and appears below.

There are several laws that govern conflicts of interest for public officials in California – the Political Reform Act and Government Code sections 1090 and 87105 (<http://leginfo.legislature.ca.gov/faces/codes.xhtml>). In general terms, the Political Reform Act prohibits a public official from having a financial interest in a decision before the official. Government Code section 1090 prohibits a public official from being interested in government contracts; Government Code section 87105 requires a public official who has a conflict of interest to publicly announce the conflict, recuse himself or herself, and leave the room until after the discussion and voting on the matter is complete.

### B. Political Reform Act

The Political Reform Act prohibits public officials from making, participating in, or in any way attempting to use their official position to influence a governmental decision in which they know, or have reason to know, that they have a disqualifying conflict of interest. Therefore, if a public official has a conflict of interest, the public official must disqualify himself or herself from acting on, or participating in, the decision before the District. During that discussion, the public official must leave the area where the discussion is taking place.

A public official has a financial interest if “it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from the effect on the public generally” on one (1) or more of the economic interests of the public official or a ~~member~~Member of the public official’s immediate family.<sup>7</sup>

As of 2016, economic interests include interests in businesses worth Two Thousand Dollars (\$2,000) or more, interests in real property, both ownership and leases, worth Two Thousand Dollars (\$2,000) or more, a source of income in an amount of Five Hundred Dollars (\$500) or more, and gifts of Four Hundred Sixty Dollars (\$460) or more provided to or received within one (1) year of the decision.<sup>8</sup> These dollar amounts are subject to annual increases. Please check with the District Counsel to verify the current dollar amounts. Often the economic interest involved is real property owned or leased by the District Official. In these cases, a public official is presumed to have a conflict of interest if he or she has a direct or indirect interest worth Two Thousand Dollars (\$2,000) or more in fair market value.<sup>9</sup> If a Board ~~member~~Member has a pro rata share interest in real property, in which the Board ~~member~~Member or immediate family ~~member~~Member owns, and has a ten percent (10%) or greater interest in the property, then that is also a conflict of interest.<sup>10</sup>

Determining whether a Board ~~member~~Member has a disqualifying conflict of interest is very complicated and fact specific. Please contact the District Counsel if you suspect that you may have a conflict of interest so that a formal four-step analysis of the potential conflict can be provided.

Government Code section 87105 states that a Board ~~member~~Member who has a conflict of interest must recuse himself or herself and leave the room, unless the matter is on the consent calendar.<sup>11</sup> After it has been determined that a conflict of interest exists under the Political Reform Act, the following steps must take place:

**1. Publicly identify the financial interest.**

This must be done in enough detail for the public to understand the economic interest that creates the conflict of interest. Residential street addresses do not have to be disclosed.

**2. Recuse yourself from both the discussion and the vote on the matter.**

Recusal applies to all proceedings related to the matter

**3. Leave the room until the matter has been completed.**

The matter is considered complete when there is no further discussion, vote, or any other action.<sup>12</sup>

**Exceptions:** if the matter is on the consent calendar, recusal is not required. Additionally, if the individual with the conflict wants to speak during public comment, he or she may do so as a private citizen. However, this is the only time he or she may be in the room while the matter is being considered.



The Fair Political Practices Commission (“FPPC”) has published lengthy regulations and opinions on conflicts of interest that are useful in determining whether a particular financial interest or decision could give rise to disqualification based on a potential conflict of interest. The FPPC also puts out informational pamphlets to assist public officials in determining what types of situations may give rise to prohibited conflicts of interest.

### C. Government Code Section 1090

Government Code section 1090 is similar to the Political Reform Act, but it applies only to District contracts in which a public official has a financial interest. The financial interests covered by Government Code section 1090 are different than those in the Political Reform Act. Having an interest in a contract may preclude the District from entering into the contract at all. In addition, the penalties for violating Government Code section 1090 are severe. If a District Official believes that he or she may have any financial interest in a contract that will be before the Board, the District Official should immediately seek advice from the District Counsel or the District Official’s personal attorney. There are a number of other restrictions placed on Board actions, which include prohibitions on secrecy and discrimination, as well as assurance that all District funds are spent for public purposes. Violations of these restrictions may result in a personal liability for individual District Officials.

### D. Conflict of Interest Forms

Annual disclosure statements are required of all Board ~~member~~Members and senior ~~staff~~Staff. These disclosure statements indicate potential conflicts of interest, including sources of income, ownership of property, and receipt of loans and gifts. Board ~~member~~Members often serve on the governing board of other local agencies as a result of appointment or delegation through the Board. These agencies will also require submittal of disclosure forms. These forms require information including income, loans, receipt of gifts, and interest in real property, among other items.

### E. Ex Parte Communications

All Board ~~member~~Members may have “ex parte” communications – meaning communications outside the meeting forum. However, such communication should not be encouraged, made, or accepted when such communication is designed to influence the official decision or conduct of the District Official in order to obtain a more favored treatment or special consideration to advance the personal or private interests of himself or herself, or others. This guarantees that all interested parties to any matter shall have equal opportunity to express and represent their interests. The applicable California law, the Brown Act, is discussed in Chapter 9 of this Handbook and provides more detail as to Board ~~member~~Members’ obligations under California State law.

**F. Liability**

The District offers a variety of services and may often find itself subject to legal actions through lawsuits. The District must always approach its responsibilities in a manner which reduces risk to all involved. However, with such a wide variety of high profile services (e.g. fire, utilities), risk cannot be eliminated. The District belongs to the Special District Risk Management Association to manage insurance and risk activities. When claims are filed against the District they are sent to the District's claims examiner to review and make recommendations. Unless there is a clear liability on the part of the District, the claim will normally be recommended for denial. The claim is placed on the District agenda for rejection, but will only be discussed in closed session if the Board desires. The Board should be careful discussing details of a claim or lawsuit outside of closed session.

It is important to note that violations of certain laws and regulations by individual District Officials may result in that official being personally liable for damages which would not be covered by the District's insurance. Examples may include discrimination, harassment, or fraud.

**G. AB 1234 Training**

California State law requires the District to advise District Officials, subject to California's ethics education requirements, about their compliance options at least once a year.<sup>13</sup> The District will ensure that all District Officials will be provided the AB 1234 Ethics Training.

**H. AB 1661 Training**

Beginning January 1, 2017, the state law will require local agency officials to receive sexual harassment prevention training and education within the first six (6) months of taking office and every two (2) years thereafter.<sup>14</sup>

## Chapter 7: District Officials—Interaction with StaffStaff and Officials

### A. Overview

Board policy is implemented through professional-District staffStaff. Therefore, it is critical that the relationship between the Board and staffStaff be well understood by all parties so policies and programs may be implemented successfully. To maintain effective relationships between the Board and staffStaff, it is important that roles are clearly recognized.

### B. Board-Manager Relationship

#### 1. Employment Relationship Between the Board and the General Manager

This relationship honors the fact that the General Manager is the chief executive officer of the District. The Board should avoid situations that can result in District staffStaff being directed, intentionally or unintentionally, by one (1) or more members of the Board. Regular communication between the Board and the General Manager is important in maintaining open communications. All dealings with the General Manager, whether in public or private, should respect the authority of the General Manager in administrative matters. Disagreements should be expressed in policy terms rather than in terms that question satisfaction with or support of the General Manager.

#### 2. Evaluation

The Board is to evaluate the General Manager on an annual basis and pursuant to the terms of the General Manager's contract with the District.

#### 3. Open Communication

As in any professional relationship, it is important that the General Manager keep the Board informed. The General Manager respects, and is sensitive to, the political responsibility of the Board and acknowledges that the final responsibility for establishing the policy direction of the District is held by the Board. The General Manager encourages regular one on one meetings with Board memberMembers to provide information on various issues before the Board.

#### 4. Staff Roles

The Board recognizes the primary functions of staffStaff as executing Board policy and actions taken by the Board and in keeping the Board informed. Staff is obligated to take guidance and direction only from the Board as a whole through the General Manager or from the appropriate management supervisors. The Board is discouraged from instructing staffStaff directly, but should instead, submit any requests to the General Manager or District Counsel. Further, any comments or concerns from the Board should be communicated to the General Manager or District Counsel. Staff is directed to reject any attempts by individual memberMembers of the Board to unduly direct, or otherwise pressure, them into making, changing, or otherwise influencing recommendations.

District staffStaff will make every effort to respond in a timely and professional manner to all requests made by the General Manager on behalf of an individual Board memberMember for information or assistance, provided that the request is not of a magnitude, either in terms of workload or policy, which would require that it would be more appropriately assigned to staffStaff through the direction of the full Board.

### C. General Manager Code of Ethics

The General Manager is subject to a professional code of ethics from his or her professional association. These standards appear in Appendix A of this Handbook, the International City/County Management Association (“ICMA”) Code of Ethics. It should be noted that this code binds the General Manager to certain practices which are designed to ensure actions are in support of the District’s best interests. Violations of such standards can result in censure by the professional association.

### D. Board-District Counsel Relationship

#### 1. District Counsel

The District Counsel is the legal advisor for the Board, the General Manager, and department heads. The District Counsel will keep the Board apprised of current, relevant court rulings and legislation as it pertains directly to District business or litigation.

#### 2. District Counsel Legal Responsibilities

The general legal responsibilities of the District Counsel are to:

- a. Provide legal assistance necessary for formulation and implementation of legislative policies and projects;
- b. Represent the District’s interest, as determined by the District, in litigation, administrative hearings, negotiations and similar proceedings;
- c. Prepare ordinances, resolutions, contracts, and other legal documents to best reflect and implement the purposes for which they are prepared; and

- d. To keep the Board and ~~staff~~Staff apprised of court rulings and legislation affecting the legal interest of the District.

### 3. District Counsel Representation

It is important to note that the District Counsel does not represent individual Board ~~member~~Members but the Board as a whole.

## E. General Manager-District Counsel Relationship

The District Counsel provides legal support and advice to the General Manager to assist him or her in implementing Board policies and exercising his or her authority as the chief executive officer of the District. The District Counsel also keeps the General Manager apprised of current relevant court rulings and legislation. It is important to note that the District Counsel represents the Board and the District as a whole, not the General Manager, Board ~~member~~Members, or individual residents of the District. The District Counsel may share confidential information obtained from the General Manager with the Board if necessary to protect the best interests of the District and vice versa.

### 1. District Officials

In order to manage the costs of legal services, the Board must meet and discuss in closed session and a quorum of Board members must agree that an individual Board member may contact District Counsel on any matters which would cause District Counsel to undertake legal research and analysis in order to provide an opinion or guidance to the member. This does not apply to any perfunctory inquiries or ministerial matters where the Board member contacts District Counsel. The Board President need not seek nor obtain Board approval to confer with District Counsel on any matter which he or she deems necessary or in circumstances where Counsel reaches out to the President in order to facilitate the appropriate performance of District or Board business.

## F. Access to Information and Communications Flow

### 1. Objectives

It is the responsibility of ~~staff~~Staff to ensure Board ~~member~~Members have access to information from the District and to ensure such information is communicated completely and with candor to those making the request. However, Board ~~member~~Members must avoid intrusion into those areas that are the responsibility of the ~~staff~~Staff. Individual Board ~~member~~Members shall not intervene in ~~staff~~Staff decision-making, the development of ~~staff~~Staff recommendations, scheduling of work, and executing department priorities. This is necessary to protect ~~staff~~Staff from undue influence and pressure from individual Board ~~member~~Members and to allow ~~staff~~Staff to execute priorities given by the General Manager on behalf of the Board as a whole without fear of reprisal.

## 2. Board Roles

The full Board retains power to accept, reject, amend, influence, or otherwise guide and direct staffStaff actions, decisions, recommendations, workloads and schedules, departmental priorities, and the performance of District business. Individual members of the Board shall not make direct attempts to pressure or influence staffStaff decisions, recommendations, workloads, schedules, and department priorities. If a Board memberMember wishes to influence the actions, decisions, recommendations, workloads, work schedule, and priorities of staffStaff, that memberMember must prevail upon the Board to do so as a matter of Board policy.

Board memberMembers also have a responsibility of information flow. It is critical that they make extensive use of staffStaff reports, committee Committee reports, and committee minutes. Board memberMembers should come to meetings prepared—having read the board agenda packet materials and supporting documents, as well as any additional information or memoranda provided on District projects or evolving issues. Additional information may be requested from staffStaff, if necessary.

## 3. Access to Information

Individual Board memberMembers, as well as the Board as a whole, are permitted complete freedom of access to any information requested of staffStaff and shall receive the full cooperation and candor of staffStaff in being provided with any requested information. Any request for information shall be directed to the General Manager. The General Manager or District Counsel will pass critical information to all Board memberMembers. The Board will always be informed by the General Manager or District Counsel when a critical or unusual event occurs about which the public would be concerned. There are limited restrictions when information cannot be provided. Draft documents (e.g. staffStaff reports in progress) are under review and not available for release until complete and after review by District management. In addition, there are legal restrictions on the District's ability to release certain personnel information even to members of the Board. Confidential personnel information also has restrictions on its ability to be released. Any concerns Board memberMembers may have regarding the release of information, or the refusal of the General Manager to release information, should be discussed with the District Counsel for clarification.

## G. Dissemination of Information

In cases where a staffStaff response to an individual Board memberMember request involves written materials which may be of interest to other Board memberMembers, the General Manager will provide copies of the material to all other Board memberMembers. In making this judgment, the General Manager will consider whether the information is significant, new, otherwise not available to the Board, or of interest to the Board.

## H. Restrictions on Political Involvement by Staff

Local governments are non-partisan entities. Staff formulates recommendations in compliance with District policy and for the good of the community and is not influenced by political factors. For this reason, it is very important to understand the restrictions of staffStaff in any level of political involvement through campaigns, fundraisers, or other means.

### 1. Staff Members

By working for the District, staffStaff members do not surrender rights to be involved in local elections. Indeed, laws are in place to preserve those rights. However, there are limitations to such involvement. Different restrictions apply to management and general employees.

### 2. Management Staff

The General Manager strongly discourages any involvement in local campaigns even while on personal time. Such involvement erodes the tenet that staffStaff are to provide an equal level of service to all memberMembers of the Board.

### 3. General Employees

These employees have no restrictions while off the job, however, no participation in campaigns or other activities may take place while on the job. No District resources may be used by staffStaff in support of any campaign. Even while off the job, no employee may participate in campaigns or other political activities while in District uniform. For example, posing for a promotional photograph for a candidate for local office while in uniform is inappropriate. The support of the Board in these matters is requested. A Board memberMember asking staffStaff to sign petitions or similar items can create an awkward situation.

## I. General Conduct Expectations

Board memberMembers are expected to uphold a high standard of civility towards each other and to abide by the District's Ethics and Civility Code. Civility is expected between Board memberMembers, the public, and District staffStaff while in Board meetingMeetings and when out in public. Rude behavior and profanity will not be tolerated.

While in public, Board memberMembers should be aware that they are still viewed as elected representatives of the residents of the District. As such, Board memberMembers' behavior in public shall be appropriate and shall not include inappropriate gesturing (including, but not limited to, crude or offensive body language, gyrating, or other inappropriate body movements) or profanity.

While social media, with its use of popular abbreviations and shorthand, does not adhere to standard conventions of correspondence, the content and tenor of online conversations, discussions, and information posts should model the same professional behavior displayed during Board ~~meeting~~Meetings and community meetings.

Social media sites are not to be used as mechanisms for conducting official District business other than to informally communicate with the public. Examples of business that may not be conducted through social media include making policy decisions, official public noticing, and discussing items of legal or fiscal significance that have not been previously released to the public. Officials' social media site(s) should contain links directing users back to the District's official website for in-depth information, forms, documents, or online services necessary to conduct official District business. Officials will not post or release proprietary, confidential, or sensitive information on social media websites.

Board ~~member~~Members must conduct themselves in a respectable manner so as not to damage the prestige of his or her elected title. In the performance of their official duties and in public, they should refrain from any form of conduct which may cause any reasonable person unwarranted offense or embarrassment.

Board ~~member~~Members will be provided District e-mail addresses. Board ~~member~~Members shall not use his or her personal e-mail address for District-related matters.



## Chapter 8: Leaving Office

### A. Filling Board Vacancies

Once it has been determined that a seat on the Board is vacant, the District must notify the San Luis Obispo County elections official that there is a vacancy within fifteen (15) days of the Board being notified of the vacancy, or the effective date of the vacancy, whichever date comes later.<sup>15</sup> A vacancy on the Board may be filled by appointment, call of a special election, or in the manner prescribed by law.<sup>16</sup> Alternatively, the Board may appoint a person to fill a vacancy on the Board to hold office only until the date of a special election, which shall be immediately called to fill the remainder of the term.

#### 1. Appointing a New Member

If the Board wishes to appoint a new ~~member~~Member, it must do so within sixty (60) days of either being notified of the vacancy or the effective date of the vacancy, whichever date comes later.<sup>17</sup> Once the appointment has been made, the District must notify the San Luis Obispo County elections official within fifteen (15) days of the appointment.<sup>18</sup>

#### 2. Special Election

If the Board wishes to hold a special election, it must call the election within sixty (60) days of either being notified of the vacancy or the effective date of the vacancy, whichever comes later.<sup>19</sup> The election shall be held on the next established election date, as long as it is at least one hundred thirty (130) days after the call of the election.<sup>20</sup>

#### 3. Intervention by the Board of Supervisors

If the Board chooses not to call an election or make an appointment within sixty (60) days to fill the vacancy, then the San Luis Obispo County Board of Supervisors may fill the vacancy with an appointment or call for an election within ninety (90) days of the vacancy.<sup>21</sup> If the County Board of Supervisors call for an election, it shall be held on the next established election date, which is at least one hundred and thirty (130) days from when the election is called.<sup>22</sup>

### B. Conflicts of Interest While Leaving Office

A public official may not use his or her official position to influence prospective employment. California law prohibits elected officials, who held a position with the agency from lobbying the agency, to take any action within one (1) year of the official's departure from office or employment.<sup>23</sup> However, the individual may appear before the agency with which the official worked if the official is appearing on behalf of another public agency, or in their individual capacity.

PART II: BOARD PROCEDURAL GUIDELINES

## Chapter 9: Open Meetings—Brown Act

### A. Policy

#### 1. Introduction

The Board shall comply with the provisions of the Ralph M. Brown Act, the Open and Public Meeting Law (the "Brown Act").<sup>24</sup>

#### 2. Penalties and Applicability

The intent of the Brown Act is to ensure that deliberation and actions of local public agencies are conducted in open and public meetings.

##### a. Penalties.

The law provides for misdemeanor penalties for ~~member~~Members of a body who violate the Brown Act.<sup>25</sup> Violations are also subject to civil action.<sup>26</sup>

##### b. Applicability.

The Brown Act applies to the Board, committees, and ad hoc committees that advise the Board. Staff cannot promote actions which would violate the Brown Act.

### B. Meetings

#### 1. General

All meetings shall be open and public. A meeting takes place whenever a quorum (three (3) or more ~~member~~Members) is present and information about the business of the body is received; discussions qualify as a meeting. Motions must be passed unanimously if only three (3) Board ~~member~~Members attend.<sup>27</sup> Social functions do not fall under the Brown Act unless District business is discussed.

#### 2. Serial Meetings

These can take place, and are prohibited by the Brown Act, when any ~~member~~Member of the Board or District ~~staff~~Staff contact more than two (2) Board ~~member~~Members for the purpose of deliberating or acting upon an item pending before the Board (does not apply to the public or media). Correspondence that merely takes a position on an issue is acceptable.

### C. Procedure

The following procedure shall be followed:

#### a. Posting the Agenda

Agendas for regular meetings must be made available seventy-two (72) hours in advance of the meeting in the District's office and must include the following: Time and location of the meeting.

- i. Description of the agenda items. The description should be reasonably calculated to adequately inform the public and should include the contemplated Board action.

- ii. Public Comments Section. A section providing an opportunity for members of the public to address the Board. (The public comments portion of the agenda meets this requirement.)

- b. Agenda Items

Requests for items to appear on the Board's regular ~~meeting~~Meeting agenda shall be presented to the General Manager, or his or her designee, in writing no later than 4:30 p.m., two (2) weeks prior to the meeting date.

**D. Actions**

No action can be taken on any item not appearing on the posted agenda, except as set forth in Government Code section 54954.2.

**E. Ex Parte Communication**

Board ~~member~~Members who have ex parte communications with a party that appears before them at the ~~meeting~~Meeting, should disclose that he or she had ex parte communication with the party. This can be done by stating that the Board ~~member~~Member had ex parte communication with a party, at a time in the meeting when the item is discussed.

Any written ex parte communication received by a District Official in a matter when all interested parties should have an equal opportunity for a hearing, shall be made a part of the record by the recipient.

Further information pertaining to ex parte communication can be found in Chapter 6, subsection E of this Handbook.

## Chapter 10: Board Meetings

### A. Board Meetings

#### 1. Regular Meetings

Regular meetings of the Board shall be held the fourth Thursday of each month, whereby closed session will commence at 6:00 p.m. and the regular meeting will commence at 7:00 p.m., at the San Miguel Fire Station located at 1150 Mission Street, San Miguel, California.

##### a. Other Locations

The Board may, from time to time, elect to meet at other locations within the District and upon such election, shall give public notice of the change of location in accordance with provisions of the Government Code.<sup>28</sup>

##### b. Location During Local Emergency

If by reason of fire, flood, or other emergency, it shall be unsafe to meet at the San Miguel Fire Station, the meetings may be held for the duration of the emergency at such other place as may be designated by the President, or if the President does not so designate, by the Vice President or the General Manager.<sup>29</sup>

##### c. Holidays

When the day for any regular meeting falls on a legal holiday, the regularly scheduled meeting for that day shall be held on the next regular business day at the regular time and place or at such other time as shall be determined and noticed by the Board.

#### 2. Special Meetings & Emergency Meetings

Special ~~meeting~~Meetings and emergency meetings of the Board may be called and held from time to time consistent with, and pursuant to, the procedures set forth in the Government Code.<sup>30</sup>

Notice for a special meeting must be delivered personally or by mail at least twenty-four (24) hours before the time of such meeting as specified in the notice to all Board ~~member~~Members. The call and notice shall specify the time and place of the special meeting and the business to be transacted or discussed. The call and notice shall be posted at least twenty-four (24) hours prior to the special meeting in a location that is freely accessible to members of the public.

Written notice to all Board ~~member~~Members can be waived if the majority of the Board declares an emergency situation pursuant to Government Code section 54956.5, which requires the District to act immediately to preserve public peace, health, and safety over the District.

#### 3. Adjourned Meetings

The Board may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment pursuant to the procedures set forth in the Government Code.<sup>31</sup>

At 10:00 p.m., the Board may finish a pending agenda item, but then must adjourn the meeting to the next regularly scheduled meeting, or to a special meeting. The Board, by a unanimous vote, may vote to finish the remaining agenda items past the 10:00 p.m. deadline.

#### 4. Closed Session

The Board may hold closed sessions during any regular or special meeting, or any time otherwise authorized by law, to consider or hear any matter which is authorized by state law to be heard in closed session. The general subject matter for consideration shall be expressed in open meeting before such session is held.<sup>32</sup>

##### a. Time Limit

Closed session may begin earlier than 6:00 p.m., as needed, as long as the closed session items are agendaized and the time for their consideration is specified in the agenda. Closed session must conclude promptly at 7:00 p.m. regardless of whether there is a pending action that must be taken. Closed session may be continued and reconvened after the regular meeting to finish any unfinished agenda items.

#### 5. Cancellation of Regular Meetings

Any meeting of the Board may be canceled in advance by a majority of the Board.

#### 6. Quorum.<sup>33</sup>

A majority of the Board constitutes a quorum for transaction of business. However, a motion must pass unanimously if only three (3) Board ~~member~~Members attend. Less than a majority may adjourn from time to time and compel attendance of absent ~~member~~Members in the manner and under the penalties prescribed by resolution. If all Board ~~member~~Members are absent from any regular meeting, the General Manager shall declare the meeting adjourned to a stated day and hour. The General Manager shall cause a written notice of the adjournment to be delivered personally to each Board ~~member~~Member at least three (3) hours before the adjourned meeting.

#### 7. Chair.<sup>34</sup>

The President shall preside over all Board ~~meeting~~Meetings. The President shall have the authority to preserve order at all Board ~~meeting~~Meetings, to call for the removal of any person or persons from any meeting of the Board for disorderly conduct, to interpret and enforce the procedural guidelines of the Board, and to determine the order of business under the guidelines of the Board.

a. Absence of President

The Vice President shall act as President in the absence or disability of the President.<sup>35</sup>

b. President & Vice President Absence

When the President and Vice President are absent from any meeting of the Board, the Board ~~member~~Member present may choose another ~~member~~Member to act as President and that person shall, during that meeting, have the duties of the President. Upon the arrival of the President or Vice President, the acting President shall relinquish the chair at the conclusion of the business before the Board.

c. Presiding Officer

The Presiding Officer for any District appointed or created committees and boards shall preside over public meetings of such committees and boards.

**8. Attendance by the Public**

Except as specifically provided by law for closed sessions,<sup>36</sup> all meetings of the Board shall be open to the public in accordance with the terms, provisions, and exceptions consistent with state law.<sup>37</sup>

**9. Action Minutes**

The General Manager, or his or her designee, will maintain a written record and attest to the proceedings of the Board in the form of action minutes. Action minutes will include final motions with votes of the Board and reflect the names of public speakers.<sup>38</sup>

**10. Recordings of Meetings**

Audio recordings of proceedings shall be made and shall be permanently maintained by the General Manager.<sup>39</sup>

**B. Policy Decision Making Process**

**1. Ad-Hoc Committees**

The President shall appoint such ad-hoc committees as may be deemed necessary or advisable by the Board. Ad-hoc committees are formed on an as needed basis with a clearly defined purpose and term. The duties of an ad-hoc committee shall be outlined at the time of appointment, and the committee shall dissolve when its final report has been made.

**2. Town Hall or Community Meetings**

Such meetings may be held by an individual Board ~~member~~Member and are not considered official governmental committees or Board ~~meeting~~Meetings. Town hall or community meetings do not require formation or appointment by the President or Board. The Board ~~member~~Member shall disclose this fact at their town hall meeting(s). To avoid possible Brown Act violations, only two (2) Board ~~member~~Members may participate in the discussion at a town hall or community meeting.

## Chapter 11: Order of Business

### A. General Order

The business of the Board at its ~~meeting~~Meetings will generally be conducted in accordance with the following order of business, unless otherwise specified. A closed session may be held at any time during a ~~meeting~~Meeting consistent with applicable law.

#### 1. CALL TO ORDER

#### 2. PLEDGE OF ALLEGIANCE

#### 3. ROLL CALL

The General Manager, or his or her designee, shall call the roll of the Board ~~member~~Members. The roll shall be called randomly, except that the name of the President shall be called last. The names of each Board ~~member~~Member shall be called on each roll call whether they are present or absent and shall be entered into the minutes.

#### 4. APPROVAL OF AGENDA.

A motion should be made to approve the agenda for the current meeting. Should a Board ~~member~~Member wish to remove an item from the consent calendar for separate discussion, any Board ~~member~~Member may do so during the approval of the agenda or during the approval of the consent calendar.

#### CLOSED SESSION (IF NECESSARY)

- a. The Board meets from time to time in closed sessions which are duly held ~~meeting~~Meetings, or a portion thereof, at which certain actions may be taken and are not open to public and news media. These are:
  - i. Closed sessions held at such times pursuant to Government Code section 54957.6 where the Board meets with its designated representatives prior to and during consultation and discussions with representatives of employee organizations.
  - ii. Security or emergencies.
  - iii. Personnel sessions.
  - iv. Closed sessions to consider potential or pending litigation in which the District or an officer or employee is or could be a party.
- b. Matters discussed in closed sessions are considered confidential:
  - i. Labor Relations: As a matter of policy, the Board acknowledges that the District and its taxpayers are best served if positions authorized during such sessions are presented as those of the Board as a whole. Members of the Board agree that positions and agreements shall not be divulged.



- ii. Personnel Sessions: Matters discussed and reviewed in personnel sessions shall remain confidential in order to protect employees' rights to privacy.
- iii. Security: Arrangements made to address threats to the District or its property must be kept confidential.
- iv. Litigation: Discussion of probable or pending litigation could waive attorney-client privilege to the detriment of the District's position.
- c. The Board must adhere to the time limits for closed session in order to begin the regular meeting in a timely manner. If the Board does not conclude the closed session in the required timeframe as set forth in the agenda, the Board will temporarily ~~continue~~ conclude the closed session meeting until the close of the regular meeting.

#### 5. CALL TO ORDER FOR REGULAR BOARD MEETING/REPORT OUT OF CLOSED SESSION

(approximately 7:00 p.m.)

#### 6. PUBLIC COMMENT (NON AGENDA ITEMS)

#### 7. SPECIAL PRESENTATIONS/PUBLIC HEARINGS

All special presentations and public hearings will be calendared and coordinated through the President or the General Manager. The guidelines for conducting public hearings are discussed below at subsection B of this Chapter.

#### 8. STAFF REPORTS/COMMITTEE REPORTS

- 1. San Luis Obispo County
- 2. Camp Roberts – Army National Guard
- 3. Community Service Organizations
- 4. General Manager
- 5. District General Counsel
- 6. District Engineer
- 7. Director of Utilities
- 8. Fire Chief

#### 9. AGENDA

##### a. Consent Calendar

All matters listed under the consent calendar are considered by the Board to be routine and will be acted upon in a single motion. Separate discussions of these items may be requested by a Board ~~member~~ Member or ~~staff~~ Staff member ~~Member~~ prior to the time the Board considers the motion to adopt. A member of the public may not pull an item from the consent calendar.

Agenda items requested for removal from the consent calendar by Board ~~member~~Member or ~~staff~~Staff will be considered at the beginning of the “Staff/Committee Reports” section of the agenda. A Board ~~member~~Member may vote “no” on any consent item without comment or discussion. Any substantive Board comments, questions, or discussion on an item will require removal of the item from the consent calendar.

#### 10. BOARD ACTION ITEMS

- a. Unfinished Business
- b. New Business

#### 11. BOARD COMMENTS

This section is intended for Board ~~member~~Members to make brief announcements, request information from ~~staff~~Staff, request future agenda item(s) and report on their own activities related to District business. No action is to be taken until an item is placed on a future agenda.

#### 12. ADJOURNMENT TO NEXT REGULAR MEETING OF (Date)

### B. Conduct of Business

The following is the preferred sequence of the decision-making process:

- a. Announce business item;
- b. Review ~~staff~~Staff Rreport;
- c. Board comment and discussion;
- d. Hear public comment;
- e. Board comment and discussion;
- f. Present motion;
- g. Second;
- h. Roll call or voice vote; and
- i. Announcement of the decision.

### C. Action on Agenda Items

In accordance with the Ralph M. Brown Act, the Board may not take action on any item that did not appear on the posted Board agenda seventy-two (72) hours prior to the Board ~~meeting~~Meeting unless an exception is made as permitted by the Government Code.<sup>40</sup>

### D. Items Placed on Written Agenda

Items of business shall be placed upon the written agenda prior to the deadline announced, or observed for the preparation thereof, at the request of the General Manager or the District Counsel.

Any ~~member~~Member of the Board may place an item on a future agenda by making a formal request to the General Manager at a ~~meeting~~Meeting of the Board. The General Manager will place Board items on a future Board agenda when reasonable based on the ~~staff~~Staff time and research necessary to prepare the item for Board consideration.

#### E. Items from the Board, General Manager, or District Counsel

These sections of the agenda provide the opportunity for brief comment on District business, District operations, District projects, and other items of general interest.<sup>41</sup>

#### F. Public Hearings:

##### 1. General Procedure

The Board may, at its discretion or in compliance with applicable law, call a public hearing on any subject within its purview. The Board procedure for the conduct of public hearings is generally as follows:

##### a. The Staff Presents its Report.

After the President/Chair announces the item as it appears on the agenda, District ~~staff~~Staff will give a presentation to the Board and the public on the ~~staff~~Staff report prepared for the matter.

##### b. Initial Questions to Staff by the Board.

Prior to opening up a public hearing on a matter, Board ~~member~~Members may ask questions of ~~staff~~Staff, or third-party consultants, regarding the ~~staff~~Staff report and the item.

##### c. President/Chair Opens the Public Hearing:

i. Applicant or Appellant Presentation. The applicant or appellant then has the opportunity to present comments, testimony, or argument.

ii. Public Testimony. Members of the public are provided with the opportunity to present their comments, testimony, or argument. Members of the public presenting comments, testimony, or argument will follow the following guidelines:

1. Members of the Public Request to Speak. Any person desiring to speak or present evidence shall make his or her presence known to the President/Chair and upon being recognized by the President/Chair, the person may speak or present evidence relevant to the matter being heard. No person may speak without first being recognized by the President/Chair.

2. Board Questions of Speakers. ~~Member~~Members of the Board who wish to ask questions of the speakers or each other during the public hearing portion may do so, but only after first being recognized by the President/Chair.
3. Public Oral Presentations. All Board guidelines pertaining to oral presentation by ~~member~~Members of the public apply during public hearings. These guidelines are discussed in this Handbook in Chapter 13: "Addressing the Board."
4. Materials for Public Record. All persons interested in the matter being heard by the Board shall be entitled to submit written evidence or remarks, as well as other graphic evidence.
5. Germane Comments. No person will be permitted during the hearing to speak about matters or present evidence which is not germane to the matter being considered. A determination of relevance shall be made by the President/Chair, but may be appealed to the full Board.
  - a. The applicant or appellant is given an opportunity for rebuttal or closing argument.
  - b. The public input portion of the public hearing is closed.
- d. Questions and discussion from the Board. Board ~~member~~Members should not express their opinions on an item prior to the close of the public hearing, as the Board ~~member~~Members should not form or express an opinion until after all testimony has been received. Questions and comments from the Board should not be argumentative, and the Board should not engage in debates with ~~staff~~Staff, or those members of the public testifying to an opinion, until after all testimony has been received. Any Board ~~member~~Member shall have the right to express dissent from, or protest to, any action of the Board and have the reason entered in the minutes. If the dissenting Board ~~member~~Member desires such dissent or protest to be entered into the minutes, this should be made clear by language such as "I would like the minutes to show that I am opposed to this action for the following reasons..."
- e. Board decision occurs.

Once the Board completes its discussion of the matter, a Board ~~member~~Member may make a motion to take action on the item. A Board ~~member~~Member may also make a motion to table, amend, substitute, postpone, or continue the matter, pursuant to these procedures. If the Board is unsuccessful in carrying a motion on the matter before the adjournment of the ~~meeting~~Meeting, the motion shall be deemed to have failed.

The President/Chair will announce the final decision of the Board.

## 2. Time for Consideration

Matters noticed to be heard by the Board will commence at the time specified in the notice of hearing, or as soon thereafter as is reasonably possible and will continue until the matter has been completed, or until other disposition of the matter has been made.

## 3. Continuance of Hearing

Any hearing being held, noticed, or ordered to be held by the Board at any Board ~~meeting~~Meeting may, by order, notice, or continuance, be continued or re-continued to any subsequent hearing.

## 4. Communications and Petitions

Written communications and petitions concerning the subject matter of the hearing will be noted and summarized by the President/Chair. A reading in full shall take place where a majority of the Board votes to have that correspondence read into the record.

## 5. Ex-Parte Contacts

Should a Board ~~member~~Member, and one (1) or more members of the public, make contact outside of the hearing process regarding a matter which is, or may be, before the Board for a quasi-judicial hearing, as soon as the Board is informed that the matter will come before it as a quasi-judicial hearing, that Board ~~member~~Member must disclose the substance of the contact and the names of the parties on the record at the beginning of the Board's quasi-judicial hearing. Visits by Board ~~member~~Members to sites or properties that are the subject of such pending hearings, shall also be disclosed at the beginning of the Board's quasi-judicial hearing.

## 6. Resolutions

A resolution is generally adopted by the Board to deal with temporary or special matters, such as when the Board makes only a factual determination or certification that certain necessary conditions or requirements set by statute have been met. Resolutions can also express opinions of the legislative body or set temporary standards (i.e. amount of processing fees that may be changed again by future resolutions). Resolutions are recorded and kept on file with the General Manager or the Account Clerk.

## 7. Voting & Publishing Requirements for Resolutions and Ordinances

### a. Voting.

All resolutions require a recorded majority vote of the total ~~member~~Membership of the Board.<sup>42</sup> Resolutions shall be signed by the President and attested by the General Manager.

### b. Publishing.

The rates of taxes to be levied, or the amount of revenue required to be raised by taxation, may be fixed either by ordinance or resolution. Where the tax rate or the amount of revenue required to be raised by taxation is fixed by resolution, such resolution shall be published in the same manner and within the same time as ordinances are required to be published. Within fifteen (15) days after the ordinance passes, the Account Clerk shall cause each ordinance to be published at least once, with the names of those Board ~~member~~Members voting for and against the ordinance, in a newspaper of general circulation circulated in the District. Ordinances shall not be published in a newspaper if the charge exceeds the customary rate charged by the newspaper for publication of private legal notices, but these ordinances shall be posted in the manner and at the time required by California law.

## Chapter 12: Guidelines of Conduct

### A. General Procedures

It is the policy of the Board not to become involved in the protracted discussion over parliamentary procedure. Consistent with any statute or other legal requirement, any issue of procedure relating to conduct of a meeting or hearing, not otherwise provided for herein, may be determined by the President/Presiding Officer, subject to appeal to the full Board.

### B. Authority of the President/Presiding Officer

Subject to appeal to the full Board, the President/Presiding Officer shall have the authority to prevent the misuses of motions, the abuse of any privilege, or obstruction of the business of the Board, by ruling any such matter out of order. In so ruling, the President/Presiding Officer shall be courteous and fair and should presume that the moving party is acting in good faith.

### C. President to Facilitate Board Meetings

The Board delegates the responsibility and expands the role of President/Presiding Officer to include the facilitation of Board ~~meeting~~Meetings. In the role as facilitator, the President/Presiding Officer will assist the Board to focus on their agenda, discussions and deliberations.

### D. Board Deliberation & Order of Speakers

The President/Presiding Officer is delegated the responsibility to oversee the debate and the order of speakers. Speakers will generally be called upon in the order they request to speak as recognized by the President/Presiding Officer.

### E. Limit Deliberation to Item at Hand

Board ~~member~~Members will limit their comments to the subject matter, item, or motion being currently considered by the Board.

### F. Length of Board Comments

Board ~~member~~Members will govern themselves as to the length of their comments or presentations. The Board delegates to the President/Presiding Officer the responsibility to assist the Board by signaling if a Board ~~member~~Member has been speaking for an excessive time period. Comments from Board ~~member~~Members are limited to five (5) minutes for each Board ~~member~~Member, unless the Board, by concurrence, extend such time.

### G. Limitations of Debate

Board ~~member~~Members will be allowed to speak once before the President/Presiding Officer opens the matter for public comment. Board ~~member~~Members may speak a second time after the close of ~~public~~Public ~~comment~~Comment if more time is allowed by the President/Presiding Officer or the majority of the Board. Comments from Board ~~member~~Members are limited to the question under debate, avoiding all personalities and indecorous language. Comments are limited to five (5) minutes for each Board ~~member~~Member, unless the Board, by concurrence, extend such time.

## H. Obtaining the Floor

Any ~~member~~Member of the Board wishing to speak must first obtain the floor by being recognized by the President/Presiding Officer. The President/Presiding Officer must recognize any Board ~~member~~Member who seeks the floor when appropriately entitled to do so.

Once recognized, a Board ~~member~~Member shall not be interrupted when speaking unless it shall be to call him or her to order. If a Board ~~member~~Member, while speaking, is called to order, he or she shall cease speaking until the question of order has been determined and, if in order, he or she shall be permitted to proceed.

## I. Motions

Motions may be made by any ~~member~~Member of the Board, including the President/Presiding Officer, providing that before a motion is offered by the President/Presiding Officer, the opportunity for making a motion is offered to the other Board ~~member~~Members. Any ~~member~~Members of the Board, other than the person offering the motion, may second the motion.

### 1. Procedure for Motions

Before a motion can be considered or debated, it must be seconded. Once the motion has been properly made and seconded, the President/Presiding Officer shall open the matter for discussion offering the first opportunity to the moving party and, thereafter, to any Board ~~member~~Member properly recognized by the President/Presiding Officer. Once the matter has been fully discussed and the vote is called for, no further discussion will be allowed; however, Board ~~member~~Members may be allowed to explain their vote.

#### a. Process to Make and Second a Motion.

Board ~~member~~Members wanting to make or second a motion may do so through a verbal request to the President/Presiding Officer.

### 2. Precedence of Motions

When a motion is on the floor, no other motion shall be entertained except the following, which shall have precedence in the following order:

#### a. Motion to Adjourn the Meeting (not debatable).

A motion to adjourn shall be in order at any time, except as follows:



- I. When repeated after defeat without any intervening business or discussion.
- II. When made as an interruption of a Board ~~member~~Member who is speaking.
- III. While a vote is being taken.

A motion to adjourn "to another time" shall be debatable only as to the time which the meeting is adjourned

b. Motion to Fix Hour of Adjournment.

Such motion shall be set to a definite time at which to adjourn and shall be undebatable and unamendable except to the time set. Notice of the adjournment and the date of the subsequent meeting shall be conspicuously posted on or near where the meeting was held within twenty-four (24) hours of the adjournment.<sup>43</sup>

If the subsequent meeting occurs within five (5) days of the original meeting, the Board may consider matters placed on the original meeting agenda without posting a new agenda. If the subsequent meeting occurs more than five (5) days from the original meeting, a new agenda must be prepared and posted.<sup>44</sup>

c. Motion to Table.

A motion to table shall be used to temporarily bypass the subject. A motion to table shall be undebatable and shall preclude all amendments or debate of the subject under consideration. The tabled item may be "taken from the table" at any time by a motion made prior to the end of the meeting. If the item is not taken from the table prior to the end of the meeting, it shall be placed on a future agenda as a new matter.

d. Motion to Amend.

A motion to amend can be made after a motion is introduced and seconded. A motion to amend shall be debatable only as to the amendment. A motion to amend an amendment shall be in order, but a motion to amend an amendment to an amendment shall not be in order. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order. A motion to amend shall be voted on first, followed by a vote on the original motion, as amended or as originally stated, depending on whether the motion to amend carries.

e. Motion to Substitute.

A motion to substitute can be made after a motion is introduced and seconded. A substitute motion on the same subject shall be acceptable and voted on before a vote on a motion to amend the main motion amendment.

f. Motion to Continue.

Motions to continue to a definite time shall be amendable and debatable as to the propriety of postponement and time set. If desired, the Board ~~member~~Member who initiates the motion to continue may also move to reopen the hearing to receive further testimony.

### 3. Motions Introducing Ordinances

Ordinances shall not be passed within five (5) days of their introduction unless they are urgency ordinances. Ordinances may only be passed at a regular meeting and must be read in full at the time of introduction and passage except when, after reading the title, further reading is waived. Motions introducing ordinances for adoption at a future meeting are deemed to include a waiver by the Board of the full reading of the text and title of the proposed ordinance unless the motion otherwise specifically so provided. When ordinances, other than urgency ordinances, are altered after introduction, they shall be passed only at a regular meeting held at least five (5) days after alteration. Corrections of typographical or clerical errors are not considered alterations for purposes of this paragraph.

## J. Voting Procedures

Any Board ~~member~~Member present at a meeting when a question comes up for a vote, should vote for or against the measure, unless he or she is disqualified from voting and abstains because of such disqualification. All votes shall be roll call votes, except for minute actions. The call of roll call votes shall not be interrupted. Minute actions may be taken by voice vote. The results reflecting all "ayes" and "noes" and "abstentions" must be clearly set forth for the record. Unless a Board ~~member~~Member clearly states that he or she is not voting because of a conflict of interest, his or her silence shall be recorded as an affirmative vote.

### 1. Abstention

An abstention does not count as a vote for or against a matter. If a Board ~~member~~Member abstains, he or she is counted as present for quorum purposes, but is not deemed to be "voting" for purposes of determining whether there has been a "majority vote of those ~~member~~Members present and voting." If a Board ~~member~~Member abstains from voting on the grounds that he or she has, or may have, a conflict of interest, that abstention shall be made either at the beginning of the Board's consideration of the matter, or as soon as the Board ~~member~~Member recognizes that he or she may have such a conflict or potential conflict. In addition, the Board ~~member~~Member shall state for the record the precise nature of the interest which he or she may have that creates the conflict or potential conflict and shall leave the room where the Board ~~meeting~~Meeting is taking place during discussion of the item when required to do so by the Political Reform Act.<sup>45</sup>

## 2. Tie Votes

A tie vote results in a lost motion. In such an instance, any ~~member~~Member of the Board may offer a motion for further action. If there is no action by an affirmative vote, the result is no action. If the matter involves an appeal and an affirmative vote does not occur, the result is that the decision appealed stands as decided by the decision-making person or body from which the appeal was taken.

## 3. Motion for Reconsideration

Motions for reconsideration of a matter may only be made at the same meeting at which the Board takes action on a matter. Such motion may only be made by a Board ~~member~~Member who voted with the side that prevailed on the matter in question. With regard to a tie vote resulting in a lost motion, the prevailing side will be deemed to be those Board ~~member~~Members who voted in the negative. Any member of the Board may second a motion for reconsideration. A motion to reconsider shall be debatable.

## K. Non-Observance of Guidelines

The guidelines are adopted to expedite and facilitate the transaction of the business of the Board in an orderly fashion and shall be deemed to be procedural only. The Board shall not be required to follow formal organizational procedures such as Robert's Rules of Order. Failure to strictly observe the guidelines shall not affect the jurisdiction of, or invalidate any action taken by the Board.<sup>46</sup>

## L. Non-Exclusive Guidelines

These guidelines are not exclusive and do not limit the inherent power and general legal authority of the Board or of the President/Presiding Officer, to govern the conduct of Board ~~meeting~~Meetings as may be considered appropriate from time to time or in particular circumstances, for purposes of orderly and effective conduct of the affairs of the District.

## Chapter 13: Addressing the Board

### A. Oral Presentations by Members of the Public

The rules governing oral presentations by members of the public at Board ~~meeting~~Meetings are as follows:

1. Prior to the ~~meeting~~Meeting, or during the ~~meeting~~Meeting prior to a matter being reached, persons wishing to address the Board are requested to fill out a "Board Appearance Request Form" and submit it to the General Manager.
2. When called upon, the person is requested to come to the podium, state his or her name and address for the record (although not required), and, if speaking for an organization or other group, identify the organization or group represented.
3. All remarks should be addressed to the Board as a whole not to an individual Board ~~member~~Member.
4. Questions, if any, should be directed to the President/Presiding Officer who will determine whether, or in what manner, an answer will be provided.

### B. Public Comment

Public Comment is that period set aside at Board ~~meeting~~Meetings for ~~member~~Members of the public to address the Board on items of District business other than scheduled agenda items. The Public Comment portion of the Board ~~meeting~~Meeting is the opportunity for ~~member~~Members of the public to address the District in compliance with the Government Code.<sup>47</sup>

#### 1. Timing

Public Comment for each speaker is limited to three (3) minutes, unless the Board, by concurrence, extend such time.

#### 2. Board Appearance Request Form

Persons wishing to speak under Public Comment should submit a "Board Appearance Request Form" to the General Manager, or his or her designee, prior to the start of the Board item. Preference may be given to those persons who have notified the General Manager, or his or her designee, in advance of their desire to speak.

#### 3. District Matters

Presentations under Public Comment are limited to items within the subject matter jurisdiction of the District.

#### 4. Response to Public Comment

The Board, at its discretion, may direct ~~staff~~Staff to respond to a concern or question raised, place items on the agenda for consideration at a future Board ~~meeting~~Meeting, or permit individual discussions between a Board ~~member~~Member and an individual providing the Public Comment for the purposes of clarification or discovery of facts, subject to recognition.

### C. Agenda Item Oral Presentation

Any member of the public wishing to address the Board orally on District business matters appearing on the Board ~~agenda~~Agenda, may do so when that item is taken up by the Board, or as otherwise specified by the Board or the President/Presiding Officer.

#### 1. Presentations Submitted in Writing

Persons who anticipate oral presentations exceeding three (3) minutes, are encouraged to submit comments in writing, in advance, care of the General Manager, for prior distribution to the Board and other interested parties. Submission of comments in writing is encouraged in lieu of possible lengthy oral presentations which may not be permitted.

#### 2. Timing

Comments by the public on District business matters appearing on the agenda may do so once the President/Presiding Officer opens the matter for public comment. Members of the public may speak a second time after the close of Public Comment only if more time is allowed by the President/Presiding Officer or the majority of the Board.

#### 3. Assigning Time

Persons wishing to assign their time for oral presentations to other individuals may do so only with authorization of the President/Presiding Officer or a majority of the Board.

#### 4. Reading Written Comments

Persons wishing to read written comments into the record may do so only with authorization of the President/Presiding Officer or a majority of the Board. Additional procedures for written comments is detailed below.

### D. Comments in Writing Encouraged

Members of the public may submit, and are encouraged to submit, comments in writing to the Board, care of the General Manager, relating to any items of District business, whether on the Board agenda or otherwise. Such comments will be distributed to ~~member~~Members of the Board and considered and acted upon, or not acted upon, as the Board, in its judgment, may deem appropriate. All written comments submitted prior to or during the item the comments relate to, will be part of the record on that particular item. Written comments will not be read aloud at the Board ~~meeting~~Meeting.

#### 1. Comment Cards

Comment cards may be used by members of the public in attendance at the ~~meeting~~Meeting who do not wish to, or cannot verbally, address the Board during a ~~meeting~~Meeting. A person may indicate his or her brief comments on the card and his or her opposition or support for an item on a comment card. During the public testimony on the item, the President indicates that the Board has received comment cards from (name of person) in support of the project or issue and comment cards from (name of person) in opposition of the project or issue.

## 2. Repetitious Comments Prohibited

Speakers shall not present the same, or substantially the same, items or arguments to the Board repeatedly or be repetitious in presenting their oral comments. If a matter has been presented orally before the Board, whether the Board has taken action, or determined to take no action, the same or substantially the same matter may not be presented orally by the same person any further. Nothing in the foregoing precludes submission of comments to the Board in writing for such action or non-action as the Board, in its discretion, may deem appropriate.

### E. Speaker Time Limits for An Agenda Item

In order to expedite matters and to avoid repetitious presentations, whenever any group of persons wishes to address the Board on the same subject matter, the President/Presiding Officer may request that a spokesperson be chosen by the group, and in case additional matters are to be presented by any other ~~member~~Member of the group, that there be a limit on the number of such persons addressing the Board. A specific time limit may also be set for the total presentation. No group shall arrange themselves so as to use individual speakers' times in sequential order to circumvent the time limits.

### F. Waiver of Guidelines

Any of the foregoing guidelines may be waived by majority vote of the Board ~~member~~Members present when it is deemed that there is good cause to do so, based upon the particular facts and circumstances involved.

### G. Decorum

It is crucial that the public have confidence in the integrity of its local government. Further, to ensure that the Board's business is conducted in a manner that is both professional and efficient, it is important that all participants in the process exercise decorum and civility. The President/Presiding Officer shall maintain order, decorum, and the fair and equitable treatment of all speakers. The President/Presiding Officer shall keep discussions and questions focused on the specific agenda item under consideration.

Board ~~member~~Members shall perform their duties in accordance with the District's processes and rules of order governing the deliberation of public policy issues, the involvement of the public, and the implementation of policy decisions of the Board by District ~~staff~~Staff. They shall work together collaboratively, assisting each other in conducting the affairs of the District. Board ~~member~~Members shall fully participate in public ~~meeting~~Meetings, in both the open and closed sessions, while demonstrating respect and courtesy to others. Board ~~member~~Members and the General Manager shall stay focused, stay on topic, and act efficiently during public meetings. They shall refrain from interrupting other speakers or otherwise interfering with the orderly conduct of the meetings.

No person shall engage in harassment of another person during a public meeting. Harassment includes, but is not limited to:

1. Verbal harassment such as racial epithets, derogatory comments, or slurs;
2. Physical harassment such as assault, impeding or blocking movement, or any other physical interference or threat directed at an individual; and
3. Sexual harassment such as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature, such as name calling, suggestive comments, or lewd talks and jokes that unreasonably interferes with an individual's work performance or has the purpose or effect of creating an intimidating, hostile, or offensive work environment.

During public meetings, all present shall:

1. Preserve safety and order;
2. Not block the audience from viewing the proceedings;
3. Not block or impede the microphone, which audibly records the proceedings;
4. Not engage in disruptive behavior, including but not limited to: heckling, whistling, yelling, and other similar demonstrations;
5. Not willfully disrupt the peace and order of the meeting;
6. Listen to others respectfully and not interrupt those whom are speaking;
7. Refrain from making comments that personally attack an individual in a way that disrupts, disturbs, or otherwise impedes orderly conduct;
8. Avoid the use of profanity, obscene language, and threats that disrupt, disturb, or otherwise impede orderly conduct;
9. Not use unlawful physical force. Physical force includes, but is not limited to: grabbing, pushing, slapping, punching, kicking, or otherwise striking the body of another or an object attached to another's body;
10. Not harass any other person in any way;

11. Avoid obscene gestures or motions that could be viewed as threatening or an effort to intimidate. Unacceptable gestures include, but are not limited to: those of a sexual nature, finger pointing and fist shaking in an overly aggressive or accusatory manner, miming the use of weapons or other violent acts and other movements that could be seen as threatening; and
12. Avoid raising voices beyond what is necessary to be heard by the audience.

Unruly conduct that disrupts the meeting such as undue noise, hissing, profanity, inappropriate applause, insults or physical disturbance shall not be permitted.

If these rules are violated, the District has the following recourse:

1. The President/Presiding Officer can call a point of order;
2. A Board ~~member~~Member present at the public meeting may move to require the President/Presiding Officer to enforce the rules and upon majority vote, the President/Presiding Officer shall be required to do so;
3. The President/Presiding Chair may stop the meeting and call the Sheriff's Department to enforce the rules; and
4. Once called, the Sheriff's Department may order an individual to sit, refrain from addressing the Board or remove the disruptive person from the meeting.

Any person making personal, impertinent, or derogatory remarks, or who shall become boisterous while addressing the Board, shall be barred from further audience before the Board at said meeting by the President/Presiding Officer unless permission to continue is granted by a majority of the Board.<sup>48</sup>



Appendix A  
ICMA Code of Ethics

~~Appendix A~~  
~~ICMA Code of Ethics~~

### ICMA Code of Ethics

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every Member of ICMA, who shall:

#### Tenet 1

Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.

#### Tenet 2

Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant

#### Tenet 3

Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the Member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.

#### Tenet 4

Recognize that the chief function of local government at all times is to serve the best interests of all people.

#### Tenet 5

Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

#### Tenet 6

Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the Members.

#### Tenet 7

Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the Members of the employing legislative body.

#### Tenet 8

Make it a duty continually to improve the Member's professional ability and to develop the competence of associates in the use of management techniques.

#### Tenet 9

Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

#### Tenet 10

Resist any encroachment on professional responsibilities, believing the Member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

Tenet 11

Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a Member's decisions pertaining to appointments, pay adjustments, promotions, and discipline.

Tenet 12

Seek no favor; believe that personal aggrandizement or profit secured by confidential Information, or by misuse of public time is dishonest.

Appendix B  
Referenced Code Citations

- <sup>1</sup> Gov. Code, § 61000 *et seq.*
- <sup>2</sup> Gov. Code, § 1770, subd. (g).
- <sup>3</sup> Gov. Code, § 61051.
- <sup>4</sup> Gov. Code, § 61047.
- <sup>5</sup> Gov. Code, § 53232.2
- <sup>6</sup> *Ibid.*
- <sup>7</sup> Gov. Code, § 87103.
- <sup>8</sup> *Ibid.*
- <sup>9</sup> Gov. Code, § 82033.
- <sup>10</sup> *Ibid.*
- <sup>11</sup> Gov. Code, § 87105.
- <sup>12</sup> Gov. Code, § 87105, subds. (a)(1)-(3).
- <sup>13</sup> Gov. Code, § 53235, subd. (f).
- <sup>14</sup> Gov. Code, § 53237.1.
- <sup>15</sup> Gov. Code, § 1780, subd. (b).
- <sup>16</sup> Gov. Code, § 1780, subd. (c).
- <sup>17</sup> Gov. Code, § 1780, subd. (d)(1).
- <sup>18</sup> *Ibid.*
- <sup>19</sup> Gov. Code, § 1780, subd. (e)(1).
- <sup>20</sup> Gov. Code, § 1780, subd. (g)(2).
- <sup>21</sup> Gov. Code, § 1780, subd. (f)(1).
- <sup>22</sup> Gov. Code, § 1780, subd. (f)(2).
- <sup>23</sup> Gov. Code, § 87406.3.
- <sup>24</sup> Gov. Code, § 61044.
- <sup>25</sup> Gov. Code, § 54959.
- <sup>26</sup> Gov. Code, § 54960.
- <sup>27</sup> Gov. Code, § 61045.
- <sup>28</sup> Gov. Code, § 54954, subd. (b).
- <sup>29</sup> Gov. Code, § 54954, subd. (e).
- <sup>30</sup> Gov. Code, §§ 54956, 54956.5. Special meetings and emergency meetings, respectively.
- <sup>31</sup> Gov. Code, §§ 54955, 54956.
- <sup>32</sup> Gov. Code, § 54954.5.
- <sup>33</sup> Gov. Code, § 61045.
- <sup>34</sup> Gov. Code, § 61043
- <sup>35</sup> Gov. Code, § 61043, subd. (b).
- <sup>36</sup> Gov. Code, § 54954.5.
- <sup>37</sup> Gov. Code, § 54953.
- <sup>38</sup> Gov. Code, § 61045.
- <sup>39</sup> Gov. Code, § 54953.5. The statute only requires maintenance of the audio or visual recording for thirty (30) days where there are other records of the meeting that are retained pursuant to Gov. Code, § 6250 *et seq.*
- <sup>40</sup> Gov. Code, § 54954.
- <sup>41</sup> Gov. Code, § 54954.2, subd. (a).
- <sup>42</sup> Gov. Code, § 61045, subd. (c).
- <sup>43</sup> Gov. Code, § 54955.
- <sup>44</sup> Gov. Code, § 54954.2, subd. (b)(3).

<sup>45</sup> Gov. Code, § 87100 *et seq.* A Board Member should leave the room when he or she identifies that he or she has a financial interest in the decision being discussed. Prior to leaving the room, the Board Member should publicly identify the financial interest at stake and recuse himself or herself from that portion of the meeting.

<sup>46</sup> *City of Pasadena v. Paine* (1954) 126 Cal.App.2d 93.

<sup>47</sup> Gov. Code, § 54954.3.

<sup>48</sup> Gov. Code, § 54957.9.

San Miguel  
Community  
Services District



Board Members'  
Handbook

Board Members' Handbook September 2017  
Revised January 18, 2018  
Revised January 23, 2020  
Revised Chapter 4 September 24, 2020  
Revised October 28, 2021

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PART I: ADMINISTRATIVE GUIDELINES

## Chapter 1: Introduction & Overview

### A. Purpose of San Miguel Community Services District Board Member's Handbook

The San Miguel Community Services District ("District") has prepared this Board Members' Handbook ("Handbook") to assist Board Members and other District Officials (collectively, "District Officials") by documenting accepted practices and clarifying expectations. This Handbook should serve as a reference on adopted practices and procedures pertaining to District Board of Directors ("Board") meetings, committee meetings or advisory groups, if any, provide an overview of District operations, Board powers and responsibilities, expected behavior and decorum from Board Members and other elected or appointed officials, and other related matters.

The Handbook supersedes any other Handbooks which govern the Board, Committees, or Advisory Groups.

### B. Overview of Basic Documents

This Handbook is a summary of the important aspects of District Officials' activities. However, it cannot incorporate all materials and information necessary for understanding the business of District Officials. Many other laws, plans, and documents exist which bind the District Officials to certain courses of action and practices. A summary of some of the most notable documents which establish District Officials' direction is provided below.

#### 1. California Government Code

The California Government Code contains many requirements for the operation of local government and administration of public meetings throughout the state. Many of these requirements, such as open meeting laws, is to ensure there is broad awareness of such requirements. The District is a "Special District" which means it is organized in accordance with provisions of the California Government Code and it is bound by the state's general law.<sup>1</sup>

#### 2. Annual Budget

The District's annual budget provides a description of District services and the resources used to provide services. The document contains a broad overview of the budget, as well as descriptions of programs offered within each division of the organization.

#### 3. Emergency Operations Plan

The District is in the process of drafting an emergency plan entitled "Emergency Operations Plan", which will describe actions to be taken in periods of extreme emergency. The Emergency Operations Plan may be updated from time to time. The Board may be called upon during an emergency to establish policies related to the specific incident.

**C. Orientation of New District Officials**

It is important that new and incoming District Officials gain an understanding of the full range of services and programs provided by the District. As Board Members join the Board, or other District Officials join their respective committees, the General Manager is instructed to provide invitations for Members to tour facilities and meet with key Staff. At any time if there are facilities or programs about which Board Members would like more information, arrangements will be made to increase awareness of these operations.

**D. Board Member Qualifications**

Each Board Member shall not hold an incompatible office. Each Board Member shall hold office and discharge his or her duties with loyalty. Each Board Member shall attend all regular and special meetings of the Board, unless there is good cause. Removal or replacement of a Board Member shall be governed by the requirements set out in Government Code §§ 1770-1782 and outlined in detail in Chapter 8 of this Handbook.

**E. Basic Definitions**

1. Chair/Presiding Officer is the individual authorized by law or District Policy to oversee, direct and preside over the public meeting of the Board or any other District Committee.
2. Board of Directors is the governing body of the District, comprised of four (4) directors and one (1) President of the Board. Each Board Member serves a term of office of four (4) years or until his or her successor qualifies and takes office. Board Members shall take office at noon on the first Friday in December following their election.
3. District Official is any elected or appointed Member of the Board or District Committee established by resolution or Board policy.

## Chapter 2: Board—General Powers and Responsibilities

### A. Board Authority

The Board is the unit of authority within the District. Board Members have no individual authority. As individuals, Board Members may not commit the District to any policy, act, or expenditure. Board Members do not represent any fractional segment of the community, but are part of the body, which represents and acts for the District as a whole. Routine matters concerning the operational aspects of the District are to be delegated to the professional District Staff Members.

### B. Board Functions

The Board is the legislative body of the District; its Members are the community's decision makers. Power is centralized in the elected Board collectively and not in an individual Board Member. The Board approves the budget and determines the public services to be provided and the taxes, fees, and assessments to pay for these public services. It focuses on the District's mission to provide fire protection, wastewater, water, lighting, and solid waste collection. The Board appoints a professional General Manager to carry out the administrative responsibilities of the District.

### C. Board President and Vice-President Functions

#### 1. President

The President is to preside at all Meetings of the Board and perform such other duties consistent with the office as may be imposed by the Board. At Board Meetings, the President assists the Board in focusing on the agenda, discussions, and deliberations. The President does not possess any power of veto. As presiding officer of the Board, the President is to faithfully communicate the will of the Board majority in matters of policy. The President is also recognized as the official head of the District for all ceremonial purposes. The President shall be selected by the Board annually in December.

#### 2. Vice-President

The Vice-President shall perform the duties of the President during the President's absence or disability. The Vice-President shall serve in this capacity at the pleasure of the Board.



#### D. Attendance Requirements

Each Board Member shall attend all Meetings of the Board, unless he or she has an excused absence. For the purpose of this Chapter, an "Absence" includes failure to arrive during "Roll Call", leaving prior to "Adjournment", departure from a Board Meeting for more than thirty (30) minutes, or failure to attend an entire Board Meeting.

An excused absence may include:

- a. Illness of the Member, illness or death of a Member's spouse, domestic partner, parent, child, sibling, or dependent; or
- b. Board-related business; or
- c. Personal leave (limited to one per fiscal year); or
- d. Emergency; or
- e. Required military service; or
- f. Maternity or paternity leave; or
- g. Board consensus excusing such an absence.

A Board Member who has three (3) unexcused Absences for a period of three (3) consecutive months will result in a vacancy of his or her seat on the Board.<sup>2</sup>

1. **Consent Calendar:** At every Board Meeting, the Board will vote to determine whether an Absence, as defined above, from a meeting will be deemed "excused." Absences of a prior meeting will be considered during the Consent Calendar of the following meeting, unless a Board Member requests that the item be removed in order to further discuss it.
2. **Required Sign-In Sheets.** In order to receive his or her monthly stipend, Board Members will be required to sign-in on two separate occasions at each Board Meeting.

The first sign-in sheet will be circulated at the "Call to Order" agenda item of the open session of the Board Meeting. The second sign-in sheet will be circulated during the "Board Comments" agenda item of the Board Meeting.

#### E. Appointment of General Manager and District Counsel

The Board appoints two (2) positions within the District organization: General Manager and District Counsel. Both positions serve at the will of the Board.

1. General Manager

Is an employee of the District and has an employment agreement which specifies terms of employment, including an annual evaluation by the Board. The General Manager shall be the administrative head of the District under the direction of the Board. He or she shall be responsible for the efficient administration of all the affairs of the District, which are under the General Manager's control. The General Manager shall also be responsible for the duties outlined in the Government Code.<sup>3</sup>

## **2. District Counsel**

District Counsel services will be provided by contract. The District Counsel attends all Board Meetings, as well as other meetings at the request of the Board as deemed necessary. The District Counsel is appointed and serves at the pleasure of the Board.

### **F. Role in Emergency**

The Board has some extraordinary powers for the protection of persons and property within the District in the event of an emergency. The District is currently in the process of drafting an "Emergency Operations Plan" by and which the role of Board Members and District Staff will be explained.

### **G. Standing Committees**

Currently the Board does not have any standing committees or advisory groups. In the event the Board elects to reestablish committees or advisory groups in the future, the Handbook will be revised to reflect the general powers and responsibilities for each committee or advisory group.

## Chapter 3: Board Administrative Support

### A. Requests for Research or Information

Board Members may request information or research from the General Manager on a given topic. All Board Member requests for research or information should only be directed to the General Manager and not directly to a District Staff Member. Requests for new information or policy direction will be brought to the full Board for consideration at a regular meeting. All written products will be provided to the full Board.

### B. Inappropriate Actions

The Board has delegated the General Manager the responsibility to discuss, on behalf of the full Board, any perceived or inappropriate action by a Board Member. The General Manager will discuss with the Board Member the action and suggest a more appropriate process or procedure to follow. After this discussion, if further inappropriate action continues, the General Manager will report the concern to the full Board.

## Chapter 4: District Finances

### A. Board Member Compensation

Pursuant to Government Code section 61047, Board Members are authorized to receive up to One Hundred Dollars (\$100.00) per day of service, limited to six (6) days in one (1) month, and all other expenses incurred.

Board Members may waive their stipends as provided by state law<sup>4</sup>, however, they may not elect to assign their salary to any person or entity, including a charitable organization.

**Per Day of Service means that** compensation is limited to no more than One Hundred Dollar stipend (\$100.00) per day (i.e. a special meeting and a regular Board Meeting in the same day would be compensated with a single stipend payment for that day).

The following types of authorized functions are eligible for compensation:

1. Regularly scheduled board Meetings.
2. One (1) special Meeting a month.
3. One (1) special or informal work session or conference per month.
4. Emergency Meetings of any duration.
5. Participation in a training program on a topic that is directly related to the district as assigned or approved by the Board. Members attending must deliver a written report to the Board of Directors regarding the Member's participation at the next Board of Directors' Meeting following the training program.
6. Board-appointed regional meetings that are not already reimbursed. Board Members attending must deliver a written report to the Board of Directors regarding the Member's representation at the next board of directors' meeting following the public meeting or public hearing.
7. Participation in a scheduled Board retreat or Board training session.

**Forfeiture of Stipend.** A Board Member will not be eligible for a stipend under the following conditions:

1. For the relevant Board Meeting if a Board Member fails to arrive for "Roll Call", leaves prior to "Adjournment", leaves for a period of more than thirty (30) minutes in the middle of that Board Meeting, or fails to attend the entire Board Meeting, without a Board-approved excused absence.
2. No Board Member shall receive a stipend during a fiscal emergency. A fiscal emergency is defined as one of the following:

- a. Half of all departments are running negative budget balances for two (2) consecutive years;
  - b. At any time in which the total Operational Reserve for the District falls below fifteen percent (15%) of the Board approved, operational revenue budget OR operational expenditure budget for that period;
  - c. If the District declares bankruptcy; or
  - d. Existing departmental Staff are laid off due to budget problems.
3. Two (2) unexcused Absences will result in a forfeiture of the Board Member's stipend for the remainder of the fiscal year.

**Additional Requirements.** As a condition of receiving board stipends, the collective Board shall be required to undergo a yearly Board analysis.

**Additional Compensation.** Any future increases or changes to these rules that results in an increased fiscal impact to district shall be made through an ordinance pursuant to Government Code 61047(b) and shall be brought before the voters at a regularly scheduled election.

## B. Expenditure Allowance

The annual District budget may include an expenditure allowance for expenses necessary for Members to undertake official District business. Eligible expenses include travel expenses, including meals for Board Members, and mileage reimbursement, which are made for District business.<sup>5</sup> Donations to organizations are not eligible, nor are meals, for individuals other than Board Members.

## C. Expenditure Guidelines

Any expense must be related to District affairs.<sup>6</sup> Public property and funds may not be used for any private or personal purpose. For example, reimbursement is not allowed to pay for meals at a meeting to discuss political or campaign strategies. It is also inappropriate for District funds to pay for a meal or other expenses of a private citizen or spouse attending a meeting.

District budgetary practices and accounting controls apply to expenditures within the District budget. Board Members should plan expenditures which will allow them to remain within the annual allocation. When exceptional circumstances require that additional amounts be allocated, the request must be made to the General Manager, and Board action may be necessary. Reimbursement requests should be made through the General Manager's office, with receipts. Expenditure records are public information.

## Chapter 5: Board Member Communications

### A. Overview

Perhaps the most fundamental role of a Board Member is communication; communication with the public to assess community options and needs, and communication with Staff to provide policy directions and to gain an understanding of various policy alternatives. Because the Board performs as a body (that is acting based on the will of the majority as opposed to individuals), it is important that general guidelines be understood when speaking “for” the Board. Equally important, when Members are expressing personal views and not those of the Board, the public should be so advised. When responding to constituent requests or concerns, Board Members should respond to the individuals in a positive manner and route their questions to the General Manager.

### B. Speaking “for the District”

When Board Members are requested to speak to groups or are asked the Board’s position on an issue, the response should reflect the position of the Board as a whole. Of course, a Board Member may clarify their vote on a matter by stating “While I voted against X, the Board voted in support of it.” When representing the Board at meetings or other venues, it is important that those in attendance gain an understanding of the Board’s position rather than that of an individual Member.

### C. Correspondence from Board Members

1. Members of the Board may be called upon to write letters to citizens, businesses or other public agencies. Typically, the President will be charged with transmitting the District’s position on policy matters to outside agencies on behalf of the Board. Individual Members of Board will often prepare letters for constituents in response to inquiries or to provide requested information.
2. The following is the policy of the Board relative to official and non-official correspondence by Members of the Board:
  - a. Board Members shall not write or send letters on District stationary or letterhead without Board approval.
  - b. The President is authorized to send thank you and acknowledgement letters as they directly pertain to the District in its usual course of business. Such correspondence shall not represent or include Board endorsements, positions, etc. All correspondence signed by the President shall have a copy forwarded to each Board Member.

- c. Board Members may endorse political candidates, initiatives, legislation or positions using their own stationary. They may identify themselves by Board position and title, but in no case shall said endorsements infer that the District or Board supports said position or candidate. Board Members are encouraged to notify or send copies of said endorsement to the full Board.
- d. The Board policy is that it will not support individual political candidates but may vote to support or take stands on initiatives, measures, or other legislation as appropriate and permissible under state law. The President shall be authorized to sign letters stating the Board's position.

**D. Confidential Issues**

Confidential issues, including anything which has been discussed in a closed session, shall not be disclosed to any Member of the public, including the press.

**E. Local Ballot Measures**

At times, ballot measures may be placed on the ballot that affect Board policy. There are restrictions regarding what actions the Board or individual Members may take on ballot measures under California law.

**F. State Legislation, Propositions**

The Board may be asked to take action on pending State legislation. The Board has adopted a practice of requiring analysis of bills prior to taking any official position. The analysis is to include a summary of the legislation's purpose and a listing of those entities both in support and against the proposed legislation.

**G. Proclamations**

Ceremonial proclamations are often requested of the District in recognition of an event or individual. Proclamations are not statements of policy but a manner in which the District can make special recognition of an event (e.g. Recycling Week). As part of his or her ceremonial responsibilities, the President is charged with administration of proclamations. Individual Board Members do not issue proclamations but may request that the President issue a proclamation.

## Chapter 6: District Officials—Conflicts & Liability

### A. Conflict of Interest

State laws are in place that attempt to eliminate any action by a District Official that may reflect a conflict of interest. The purpose of such laws and regulations is to ensure that all actions are taken in the public interest.

Newly elected officials are required to file a Statement of Economic Interest (Form 700) within thirty (30) days of being sworn into office. Thereafter, elected officials are required to file an annual Form 700. The General Manager will notify the District Officials of any filing requirements. Written permission must be obtained before posting elected officials' home addresses or telephone numbers on the Internet.

At any time if a District Official believes that a potential for conflict of interest exists, he or she is encouraged to consult with the District Counsel, or private legal counsel, for advice. Staff may also request an opinion from the District Counsel regarding a District Official's potential conflict. Laws which regulate conflicts are very complicated. Violations may result in significant penalties or fines, including criminal prosecution. While not inclusive, a general summary of conflict rules has been prepared and appears below.

There are several laws that govern conflicts of interest for public officials in California – the Political Reform Act and Government Code sections 1090 and 87105 (<http://leginfo.legislature.ca.gov/faces/codes.xhtml>). In general terms, the Political Reform Act prohibits a public official from having a financial interest in a decision before the official. Government Code section 1090 prohibits a public official from being interested in government contracts; Government Code section 87105 requires a public official who has a conflict of interest to publicly announce the conflict, recuse himself or herself, and leave the room until after the discussion and voting on the matter is complete.

### B. Political Reform Act

The Political Reform Act prohibits public officials from making, participating in, or in any way attempting to use their official position to influence a governmental decision in which they know, or have reason to know, that they have a disqualifying conflict of interest. Therefore, if a public official has a conflict of interest, the public official must disqualify himself or herself from acting on, or participating in, the decision before the District. During that discussion, the public official must leave the area where the discussion is taking place.



A public official has a financial interest if “it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from the effect on the public generally” on one (1) or more of the economic interests of the public official or a Member of the public official’s immediate family.<sup>7</sup>

As of 2016, economic interests include interests in businesses worth Two Thousand Dollars (\$2,000) or more, interests in real property, both ownership and leases, worth Two Thousand Dollars (\$2,000) or more, a source of income in an amount of Five Hundred Dollars (\$500) or more, and gifts of Four Hundred Sixty Dollars (\$460) or more provided to or received within one (1) year of the decision.<sup>8</sup> These dollar amounts are subject to annual increases. Please check with the District Counsel to verify the current dollar amounts. Often the economic interest involved is real property owned or leased by the District Official. In these cases, a public official is presumed to have a conflict of interest if he or she has a direct or indirect interest worth Two Thousand Dollars (\$2,000) or more in fair market value.<sup>9</sup> If a Board Member has a pro rata share interest in real property, in which the Board Member or immediate family Member owns, and has a ten percent (10%) or greater interest in the property, then that is also a conflict of interest.<sup>10</sup>

Determining whether a Board Member has a disqualifying conflict of interest is very complicated and fact specific. Please contact the District Counsel if you suspect that you may have a conflict of interest so that a formal four-step analysis of the potential conflict can be provided.

Government Code section 87105 states that a Board Member who has a conflict of interest must recuse himself or herself and leave the room, unless the matter is on the consent calendar.<sup>11</sup> After it has been determined that a conflict of interest exists under the Political Reform Act, the following steps must take place:

**1. Publicly identify the financial interest.**

This must be done in enough detail for the public to understand the economic interest that creates the conflict of interest. Residential street addresses do not have to be disclosed.

**2. Recuse yourself from both the discussion and the vote on the matter.**

Recusal applies to all proceedings related to the matter

**3. Leave the room until the matter has been completed.**

The matter is considered complete when there is no further discussion, vote, or any other action.<sup>12</sup>

**Exceptions:** if the matter is on the consent calendar, recusal is not required. Additionally, if the individual with the conflict wants to speak during public comment, he or she may do so as a private citizen. However, this is the only time he or she may be in the room while the matter is being considered.

The Fair Political Practices Commission (“FPPC”) has published lengthy regulations and opinions on conflicts of interest that are useful in determining whether a particular financial interest or decision could give rise to disqualification based on a potential conflict of interest. The FPPC also puts out informational pamphlets to assist public officials in determining what types of situations may give rise to prohibited conflicts of interest.

**C. Government Code Section 1090**

Government Code section 1090 is similar to the Political Reform Act, but it applies only to District contracts in which a public official has a financial interest. The financial interests covered by Government Code section 1090 are different than those in the Political Reform Act. Having an interest in a contract may preclude the District from entering into the contract at all. In addition, the penalties for violating Government Code section 1090 are severe. If a District Official believes that he or she may have any financial interest in a contract that will be before the Board, the District Official should immediately seek advice from the District Counsel or the District Official’s personal attorney. There are a number of other restrictions placed on Board actions, which include prohibitions on secrecy and discrimination, as well as assurance that all District funds are spent for public purposes. Violations of these restrictions may result in a personal liability for individual District Officials.

**D. Conflict of Interest Forms**

Annual disclosure statements are required of all Board Members and senior Staff. These disclosure statements indicate potential conflicts of interest, including sources of income, ownership of property, and receipt of loans and gifts. Board Members often serve on the governing board of other local agencies as a result of appointment or delegation through the Board. These agencies will also require submittal of disclosure forms. These forms require information including income, loans, receipt of gifts, and interest in real property, among other items.

**E. Ex Parte Communications**

All Board Members may have “ex parte” communications – meaning communications outside the meeting forum. However, such communication should not be encouraged, made, or accepted when such communication is designed to influence the official decision or conduct of the District Official in order to obtain a more favored treatment or special consideration to advance the personal or private interests of himself or herself, or others. This guarantees that all interested parties to any matter shall have equal opportunity to express and represent their interests. The applicable California law, the Brown Act, is discussed in Chapter 9 of this Handbook and provides more detail as to Board Members’ obligations under California State law.

**F. Liability**

The District offers a variety of services and may often find itself subject to legal actions through lawsuits. The District must always approach its responsibilities in a manner which reduces risk to all involved. However, with such a wide variety of high profile services (e.g. fire, utilities), risk cannot be eliminated. The District belongs to the Special District Risk Management Association to manage insurance and risk activities. When claims are filed against the District they are sent to the District's claims examiner to review and make recommendations. Unless there is a clear liability on the part of the District, the claim will normally be recommended for denial. The claim is placed on the District agenda for rejection, but will only be discussed in closed session if the Board desires. The Board should be careful discussing details of a claim or lawsuit outside of closed session.

It is important to note that violations of certain laws and regulations by individual District Officials may result in that official being personally liable for damages which would not be covered by the District's insurance. Examples may include discrimination, harassment, or fraud.

**G. AB 1234 Training**

California State law requires the District to advise District Officials, subject to California's ethics education requirements, about their compliance options at least once a year.<sup>13</sup> The District will ensure that all District Officials will be provided the AB 1234 Ethics Training.

**H. AB 1661 Training**

Beginning January 1, 2017, the state law will require local agency officials to receive sexual harassment prevention training and education within the first six (6) months of taking office and every two (2) years thereafter.<sup>14</sup>

## Chapter 7: District Officials—Interaction with Staff and Officials

### A. Overview

Board policy is implemented through District Staff. Therefore, it is critical that the relationship between the Board and Staff be well understood by all parties so policies and programs may be implemented successfully. To maintain effective relationships between the Board and Staff, it is important that roles are clearly recognized.

### B. Board-Manager Relationship

#### 1. Employment Relationship Between the Board and the General Manager

This relationship honors the fact that the General Manager is the chief executive officer of the District. The Board should avoid situations that can result in District Staff being directed, intentionally or unintentionally, by one (1) or more Members of the Board. Regular communication between the Board and the General Manager is important in maintaining open communications. All dealings with the General Manager, whether in public or private, should respect the authority of the General Manager in administrative matters. Disagreements should be expressed in policy terms rather than in terms that question satisfaction with or support of the General Manager.

#### 2. Evaluation

The Board is to evaluate the General Manager on an annual basis and pursuant to the terms of the General Manager's contract with the District.

#### 3. Open Communication

As in any professional relationship, it is important that the General Manager keep the Board informed. The General Manager respects, and is sensitive to, the political responsibility of the Board and acknowledges that the final responsibility for establishing the policy direction of the District is held by the Board. The General Manager encourages regular one on one meetings with Board Members to provide information on various issues before the Board.

#### 4. Staff Roles

The Board recognizes the primary functions of Staff as executing Board policy and actions taken by the Board and in keeping the Board informed. Staff is obligated to take guidance and direction only from the Board as a whole through the General Manager or from the appropriate management supervisors. The Board is discouraged from instructing Staff directly, but should instead, submit any requests to the General Manager or District Counsel. Further, any comments or concerns from the Board should be communicated to the General Manager or District Counsel. Staff is directed to reject any attempts by individual Members of the Board to unduly direct, or otherwise pressure, them into making, changing, or otherwise influencing recommendations.

District Staff will make every effort to respond in a timely and professional manner to all requests made by the General Manager on behalf of an individual Board Member for information or assistance, provided that the request is not of a magnitude, either in terms of workload or policy, which would require that it would be more appropriately assigned to Staff through the direction of the full Board.

### C. General Manager Code of Ethics

The General Manager is subject to a professional code of ethics from his or her professional association. These standards appear in Appendix A of this Handbook, the International City/County Management Association (“ICMA”) Code of Ethics. It should be noted that this code binds the General Manager to certain practices which are designed to ensure actions are in support of the District’s best interests. Violations of such standards can result in censure by the professional association.

### D. Board-District Counsel Relationship

#### 1. District Counsel

The District Counsel is the legal advisor for the Board, the General Manager, and department heads. The District Counsel will keep the Board apprised of current, relevant court rulings and legislation as it pertains directly to District business or litigation.

#### 2. District Counsel Legal Responsibilities

The general legal responsibilities of the District Counsel are to:

- a. Provide legal assistance necessary for formulation and implementation of legislative policies and projects;
- b. Represent the District’s interest, as determined by the District, in litigation, administrative hearings, negotiations and similar proceedings;
- c. Prepare ordinances, resolutions, contracts, and other legal documents to best reflect and implement the purposes for which they are prepared; and

- d. To keep the Board and Staff apprised of court rulings and legislation affecting the legal interest of the District.

### 3. District Counsel Representation

It is important to note that the District Counsel does not represent individual Board Members but the Board as a whole.

## E. General Manager-District Counsel Relationship

The District Counsel provides legal support and advice to the General Manager to assist him or her in implementing Board policies and exercising his or her authority as the chief executive officer of the District. The District Counsel also keeps the General Manager apprised of current relevant court rulings and legislation. It is important to note that the District Counsel represents the Board and the District as a whole, not the General Manager, Board Members, or individual residents of the District. The District Counsel may share confidential information obtained from the General Manager with the Board if necessary to protect the best interests of the District and vice versa.

### 1. District Officials

In order to manage the costs of legal services, the Board must meet and discuss in closed session and a quorum of Board members must agree that an individual Board member may contact District Counsel on any matters which would cause District Counsel to undertake legal research and analysis in order to provide an opinion or guidance to the member. This does not apply to any perfunctory inquiries or ministerial matters where the Board member contacts District Counsel. The Board President need not seek nor obtain Board approval to confer with District Counsel on any matter which he or she deems necessary or in circumstances where Counsel reaches out to the President in order to facilitate the appropriate performance of District or Board business.

## F. Access to Information and Communications Flow

### 1. Objectives

It is the responsibility of Staff to ensure Board Members have access to information from the District and to ensure such information is communicated completely and with candor to those making the request. However, Board Members must avoid intrusion into those areas that are the responsibility of the Staff. Individual Board Members shall not intervene in Staff decision-making, the development of Staff recommendations, scheduling of work, and executing department priorities. This is necessary to protect Staff from undue influence and pressure from individual Board Members and to allow Staff to execute priorities given by the General Manager on behalf of the Board as a whole without fear of reprisal.

## 2. Board Roles

The full Board retains power to accept, reject, amend, influence, or otherwise guide and direct Staff actions, decisions, recommendations, workloads and schedules, departmental priorities, and the performance of District business. Individual Members of the Board shall not make direct attempts to pressure or influence Staff decisions, recommendations, workloads, schedules, and department priorities. If a Board Member wishes to influence the actions, decisions, recommendations, workloads, work schedule, and priorities of Staff, that Member must prevail upon the Board to do so as a matter of Board policy. Board Members also have a responsibility of information flow. It is critical that they make extensive use of Staff reports, Committee reports, and committee minutes. Board Members should come to meetings prepared—having read the board agenda packet materials and supporting documents, as well as any additional information or memoranda provided on District projects or evolving issues. Additional information may be requested from Staff, if necessary.

## 3. Access to Information

Individual Board Members, as well as the Board as a whole, are permitted complete freedom of access to any information requested of Staff and shall receive the full cooperation and candor of Staff in being provided with any requested information. Any request for information shall be directed to the General Manager. The General Manager or District Counsel will pass critical information to all Board Members. The Board will always be informed by the General Manager or District Counsel when a critical or unusual event occurs about which the public would be concerned.

There are limited restrictions when information cannot be provided. Draft documents (e.g. Staff reports in progress) are under review and not available for release until complete and after review by District management. In addition, there are legal restrictions on the District's ability to release certain personnel information even to Members of the Board. Confidential personnel information also has restrictions on its ability to be released. Any concerns Board Members may have regarding the release of information, or the refusal of the General Manager to release information, should be discussed with the District Counsel for clarification.

## G. Dissemination of Information

In cases where a Staff response to an individual Board Member request involves written materials which may be of interest to other Board Members, the General Manager will provide copies of the material to all other Board Members. In making this judgment, the General Manager will consider whether the information is significant, new, otherwise not available to the Board, or of interest to the Board.

## H. Restrictions on Political Involvement by Staff

Local governments are non-partisan entities. Staff formulates recommendations in compliance with District policy and for the good of the community and is not influenced by political factors. For this reason, it is very important to understand the restrictions of Staff in any level of political involvement through campaigns, fundraisers, or other means.

### **1. Staff Members**

By working for the District, Staff Members do not surrender rights to be involved in local elections. Indeed, laws are in place to preserve those rights. However, there are limitations to such involvement. Different restrictions apply to management and general employees.

### **2. Management Staff**

The General Manager strongly discourages any involvement in local campaigns even while on personal time. Such involvement erodes the tenet that Staff are to provide an equal level of service to all Members of the Board.

### **3. General Employees**

These employees have no restrictions while off the job, however, no participation in campaigns or other activities may take place while on the job. No District resources may be used by Staff in support of any campaign. Even while off the job, no employee may participate in campaigns or other political activities while in District uniform. For example, posing for a promotional photograph for a candidate for local office while in uniform is inappropriate. The support of the Board in these matters is requested. A Board Member asking Staff to sign petitions or similar items can create an awkward situation.

## **I. General Conduct Expectations**

Board Members are expected to uphold a high standard of civility towards each other and to abide by the District's Ethics and Civility Code. Civility is expected between Board Members, the public, and District Staff while in Board Meetings and when out in public. Rude behavior and profanity will not be tolerated.

While in public, Board Members should be aware that they are still viewed as elected representatives of the residents of the District. As such, Board Members' behavior in public shall be appropriate and shall not include inappropriate gesturing (including, but not limited to, crude or offensive body language, gyrating, or other inappropriate body movements) or profanity.

While social media, with its use of popular abbreviations and shorthand, does not adhere to standard conventions of correspondence, the content and tenor of online conversations, discussions, and information posts should model the same professional behavior displayed during Board Meetings and community Meetings.



Social media sites are not to be used as mechanisms for conducting official District business other than to informally communicate with the public. Examples of business that may not be conducted through social media include making policy decisions, official public noticing, and discussing items of legal or fiscal significance that have not been previously released to the public. Officials' social media site(s) should contain links directing users back to the District's official website for in-depth information, forms, documents, or online services necessary to conduct official District business. Officials will not post or release proprietary, confidential, or sensitive information on social media websites.

Board Members must conduct themselves in a respectable manner so as not to damage the prestige of his or her elected title. In the performance of their official duties and in public, they should refrain from any form of conduct which may cause any reasonable person unwarranted offense or embarrassment.

Board Members will be provided District e-mail addresses. Board Members shall not use his or her personal e-mail address for District-related matters.

## Chapter 8: Leaving Office

### A. Filling Board Vacancies

Once it has been determined that a seat on the Board is vacant, the District must notify the San Luis Obispo County elections official that there is a vacancy within fifteen (15) days of the Board being notified of the vacancy, or the effective date of the vacancy, whichever date comes later.<sup>15</sup> A vacancy on the Board may be filled by appointment, call of a special election, or in the manner prescribed by law.<sup>16</sup> Alternatively, the Board may appoint a person to fill a vacancy on the Board to hold office only until the date of a special election, which shall be immediately called to fill the remainder of the term.

#### 1. Appointing a New Member

If the Board wishes to appoint a new Member, it must do so within sixty (60) days of either being notified of the vacancy or the effective date of the vacancy, whichever date comes later.<sup>17</sup> Once the appointment has been made, the District must notify the San Luis Obispo County elections official within fifteen (15) days of the appointment.<sup>18</sup>

#### 2. Special Election

If the Board wishes to hold a special election, it must call the election within sixty (60) days of either being notified of the vacancy or the effective date of the vacancy, whichever comes later.<sup>19</sup> The election shall be held on the next established election date, as long as it is at least one hundred thirty (130) days after the call of the election.<sup>20</sup>

#### 3. Intervention by the Board of Supervisors

If the Board chooses not to call an election or make an appointment within sixty (60) days to fill the vacancy, then the San Luis Obispo County Board of Supervisors may fill the vacancy with an appointment or call for an election within ninety (90) days of the vacancy.<sup>21</sup> If the County Board of Supervisors call for an election, it shall be held on the next established election date, which is at least one hundred and thirty (130) days from when the election is called.<sup>22</sup>

### B. Conflicts of Interest While Leaving Office

A public official may not use his or her official position to influence prospective employment. California law prohibits elected officials, who held a position with the agency from lobbying the agency, to take any action within one (1) year of the official's departure from office or employment.<sup>23</sup> However, the individual may appear before the agency with which the official worked if the official is appearing on behalf of another public agency, or in their individual capacity.

PART II: BOARD PROCEDURAL GUIDELINES

## Chapter 9: Open Meetings—Brown Act

### A. Policy

#### 1. Introduction

The Board shall comply with the provisions of the Ralph M. Brown Act, the Open and Public Meeting Law (the "Brown Act").<sup>24</sup>

#### 2. Penalties and Applicability

The intent of the Brown Act is to ensure that deliberation and actions of local public agencies are conducted in open and public meetings.

##### a. Penalties.

The law provides for misdemeanor penalties for Members of a body who violate the Brown Act.<sup>25</sup> Violations are also subject to civil action.<sup>26</sup>

##### b. Applicability.

The Brown Act applies to the Board, committees, and ad hoc committees that advise the Board. Staff cannot promote actions which would violate the Brown Act.

### B. Meetings

#### 1. General

All meetings shall be open and public. A meeting takes place whenever a quorum (three (3) or more Members) is present and information about the business of the body is received; discussions qualify as a meeting. Motions must be passed unanimously if only three (3) Board Members attend.<sup>27</sup> Social functions do not fall under the Brown Act unless District business is discussed.

#### 2. Serial Meetings

These can take place, and are prohibited by the Brown Act, when any Member of the Board or District Staff contact more than two (2) Board Members for the purpose of deliberating or acting upon an item pending before the Board (does not apply to the public or media). Correspondence that merely takes a position on an issue is acceptable.

### C. Procedure

The following procedure shall be followed:

#### a. Posting the Agenda

Agendas for regular Meetings must be made available seventy-two (72) hours in advance of the Meeting in the District's office and must include the following: Time and location of the Meeting.

- i. Description of the agenda items. The description should be reasonably calculated to adequately inform the public and should include the contemplated Board action.

- ii. Public Comments Section. A section providing an opportunity for Members of the public to address the Board. (The public comments portion of the agenda meets this requirement.)

b. Agenda Items

Requests for items to appear on the Board's regular Meeting agenda shall be presented to the General Manager, or his or her designee, in writing no later than 4:30 p.m., two (2) weeks prior to the meeting date.

**D. Actions**

No action can be taken on any item not appearing on the posted agenda, except as set forth in Government Code section 54954.2.

**E. Ex Parte Communication**

Board Members who have ex parte communications with a party that appears before them at the Meeting, should disclose that he or she had ex parte communication with the party. This can be done by stating that the Board Member had ex parte communication with a party, at a time in the meeting when the item is discussed.

Any written ex parte communication received by a District Official in a matter when all interested parties should have an equal opportunity for a hearing, shall be made a part of the record by the recipient.

Further information pertaining to ex parte communication can be found in Chapter 6, subsection E of this Handbook.

## Chapter 10: Board Meetings

### A. Board Meetings

#### 1. Regular Meetings

Regular Meetings of the Board shall be held the fourth Thursday of each month, whereby closed session will commence at 6:00 p.m. and the regular Meeting will commence at 7:00 p.m., at the San Miguel Fire Station located at 1150 Mission Street, San Miguel, California.

##### a. Other Locations

The Board may, from time to time, elect to meet at other locations within the District and upon such election, shall give public notice of the change of location in accordance with provisions of the Government Code.<sup>28</sup>

##### b. Location During Local Emergency

If by reason of fire, flood, or other emergency, it shall be unsafe to meet at the San Miguel Fire Station, the Meetings may be held for the duration of the emergency at such other place as may be designated by the President, or if the President does not so designate, by the Vice President or the General Manager.<sup>29</sup>

##### c. Holidays

When the day for any regular meeting falls on a legal holiday, the regularly scheduled meeting for that day shall be held on the next regular business day at the regular time and place or at such other time as shall be determined and noticed by the Board.

#### 2. Special Meetings & Emergency Meetings

Special Meetings and emergency Meetings of the Board may be called and held from time to time consistent with, and pursuant to, the procedures set forth in the Government Code.<sup>30</sup>

Notice for a special Meeting must be delivered personally or by mail at least twenty-four (24) hours before the time of such meeting as specified in the notice to all Board Members. The call and notice shall specify the time and place of the special meeting and the business to be transacted or discussed. The call and notice shall be posted at least twenty-four (24) hours prior to the special meeting in a location that is freely accessible to Members of the public. Written notice to all Board Members can be waived if the majority of the Board declares an emergency situation pursuant to Government Code section 54956.5, which requires the District to act immediately to preserve public peace, health, and safety over the District.

#### 3. Adjourned Meetings

The Board may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment pursuant to the procedures set forth in the Government Code.<sup>31</sup>

At 10:00 p.m., the Board may finish a pending agenda item, but then must adjourn the meeting to the next regularly scheduled meeting, or to a special meeting. The Board, by a unanimous vote, may vote to finish the remaining agenda items past the 10:00 p.m. deadline.

#### 4. Closed Session

The Board may hold closed sessions during any regular or special meeting, or any time otherwise authorized by law, to consider or hear any matter which is authorized by state law to be heard in closed session. The general subject matter for consideration shall be expressed in open meeting before such session is held.<sup>32</sup>

##### a. Time Limit

Closed session may begin earlier than 6:00 p.m., as needed, as long as the closed session items are agendaized and the time for their consideration is specified in the agenda. Closed session must conclude promptly at 7:00 p.m. regardless of whether there is a pending action that must be taken. Closed session may be continued and reconvened after the regular meeting to finish any unfinished agenda items.

#### 5. Cancellation of Regular Meetings

Any meeting of the Board may be canceled in advance by a majority of the Board.

#### 6. Quorum.<sup>33</sup>

A majority of the Board constitutes a quorum for transaction of business. However, a motion must pass unanimously if only three (3) Board Members attend. Less than a majority may adjourn from time to time and compel attendance of absent Members in the manner and under the penalties prescribed by resolution. If all Board Members are absent from any regular meeting, the General Manager shall declare the meeting adjourned to a stated day and hour. The General Manager shall cause a written notice of the adjournment to be delivered personally to each Board Member at least three (3) hours before the adjourned meeting.

#### 7. Chair.<sup>34</sup>

The President shall preside over all Board Meetings. The President shall have the authority to preserve order at all Board Meetings, to call for the removal of any person or persons from any meeting of the Board for disorderly conduct, to interpret and enforce the procedural guidelines of the Board, and to determine the order of business under the guidelines of the Board.

a. Absence of President

The Vice President shall act as President in the absence or disability of the President.<sup>35</sup>

b. President & Vice President Absence

When the President and Vice President are absent from any meeting of the Board, the Board Members present may choose another Member to act as President and that person shall, during that meeting, have the duties of the President. Upon the arrival of the President or Vice President, the acting President shall relinquish the chair at the conclusion of the business before the Board.

c. Presiding Officer

The Presiding Officer for any District appointed or created committees and boards shall preside over public meetings of such committees and boards.

**8. Attendance by the Public**

Except as specifically provided by law for closed sessions,<sup>36</sup> all meetings of the Board shall be open to the public in accordance with the terms, provisions, and exceptions consistent with state law.<sup>37</sup>

**9. Action Minutes**

The General Manager, or his or her designee, will maintain a written record and attest to the proceedings of the Board in the form of action minutes. Action minutes will include final motions with votes of the Board and reflect the names of public speakers.<sup>38</sup>

**10. Recordings of Meetings**

Audio recordings of proceedings shall be made and shall be permanently maintained by the General Manager.<sup>39</sup>

**B. Policy Decision Making Process**

**1. Ad-Hoc Committees**

The President shall appoint such ad-hoc committees as may be deemed necessary or advisable by the Board. Ad-hoc committees are formed on an as needed basis with a clearly defined purpose and term. The duties of an ad-hoc committee shall be outlined at the time of appointment, and the committee shall dissolve when its final report has been made.

**2. Town Hall or Community Meetings**

Such meetings may be held by an individual Board Member and are not considered official governmental committees or Board Meetings. Town hall or community Meetings do not require formation or appointment by the President or Board. The Board Member shall disclose this fact at their town hall Meeting(s). To avoid possible Brown Act violations, only two (2) Board Members may participate in the discussion at a town hall or community Meeting.



## Chapter 11: Order of Business

### A. General Order

The business of the Board at its Meetings will generally be conducted in accordance with the following order of business, unless otherwise specified. A closed session may be held at any time during a Meeting consistent with applicable law.

#### 1. CALL TO ORDER

#### 2. PLEDGE OF ALLEGIANCE

#### 3. ROLL CALL

The General Manager, or his or her designee, shall call the roll of the Board Members. The roll shall be called randomly, except that the name of the President shall be called last. The names of each Board Member shall be called on each roll call whether they are present or absent and shall be entered into the minutes.

#### 4. APPROVAL OF AGENDA.

A motion should be made to approve the agenda for the current Meeting. Should a Board Member wish to remove an item from the consent calendar for separate discussion, any Board Member may do so during the approval of the agenda or during the approval of the consent calendar. CLOSED SESSION (IF NECESSARY)

- a. The Board meets from time to time in closed sessions which are duly held Meetings, or a portion thereof, at which certain actions may be taken and are not open to public and news media. These are:
  - i. Closed sessions held at such times pursuant to Government Code section 54957.6 where the Board meets with its designated representatives prior to and during consultation and discussions with representatives of employee organizations.
  - ii. Security or emergencies.
  - iii. Personnel sessions.
  - iv. Closed sessions to consider potential or pending litigation in which the District or an officer or employee is or could be a party.
- b. Matters discussed in closed sessions are considered confidential:
  - i. Labor Relations: As a matter of policy, the Board acknowledges that the District and its taxpayers are best served if positions authorized during such sessions are presented as those of the Board as a whole. Members of the Board agree that positions and agreements shall not be divulged.

- ii. Personnel Sessions: Matters discussed and reviewed in personnel sessions shall remain confidential in order to protect employees' rights to privacy.
- iii. Security: Arrangements made to address threats to the District or its property must be kept confidential.
- iv. Litigation: Discussion of probable or pending litigation could waive attorney-client privilege to the detriment of the District's position.
- c. The Board must adhere to the time limits for closed session in order to begin the regular meeting in a timely manner. If the Board does not conclude the closed session in the required timeframe as set forth in the agenda, the Board will temporarily conclude the closed session meeting until the close of the regular meeting.

#### 5. CALL TO ORDER FOR REGULAR BOARD MEETING/REPORT OUT OF CLOSED SESSION

(approximately 7:00 p.m.)

#### 6. PUBLIC COMMENT (NON AGENDA ITEMS)

#### 7. SPECIAL PRESENTATIONS/PUBLIC HEARINGS

All special presentations and public hearings will be calendared and coordinated through the President or the General Manager. The guidelines for conducting public hearings are discussed below at subsection B of this Chapter.

#### 8. STAFF REPORTS/COMMITTEE REPORTS

- 1. San Luis Obispo County
- 2. Camp Roberts – Army National Guard
- 3. Community Service Organizations
- 4. General Manager
- 5. District General Counsel
- 6. District Engineer
- 7. Director of Utilities
- 8. Fire Chief

#### 9. AGENDA

##### a. Consent Calendar

All matters listed under the consent calendar are considered by the Board to be routine and will be acted upon in a single motion. Separate discussions of these items may be requested by a Board Member or Staff Member prior to the time the Board considers the motion to adopt. A Member of the public may not pull an item from the consent calendar.

Agenda items requested for removal from the consent calendar by Board Member or Staff will be considered at the beginning of the “Staff/Committee Reports” section of the agenda. A Board Member may vote “no” on any consent item without comment or discussion. Any substantive Board comments, questions, or discussion on an item will require removal of the item from the consent calendar.

#### 10. BOARD ACTION ITEMS

- a. Unfinished Business
- b. New Business

#### 11. BOARD COMMENTS

This section is intended for Board Members to make brief announcements, request information from Staff, request future agenda item(s) and report on their own activities related to District business. No action is to be taken until an item is placed on a future agenda.

#### 12. ADJOURNMENT TO NEXT REGULAR MEETING OF (Date)

### B. Conduct of Business

The following is the preferred sequence of the decision-making process:

- a. Announce business item;
- b. Review Staff report;
- c. Board comment and discussion;
- d. Hear public comment;
- e. Board comment and discussion;
- f. Present motion;
- g. Second;
- h. Roll call or voice vote; and
- i. Announcement of the decision.

### C. Action on Agenda Items

In accordance with the Ralph M. Brown Act, the Board may not take action on any item that did not appear on the posted Board agenda seventy-two (72) hours prior to the Board Meeting unless an exception is made as permitted by the Government Code.<sup>40</sup>

### D. Items Placed on Written Agenda

Items of business shall be placed upon the written agenda prior to the deadline announced, or observed for the preparation thereof, at the request of the General Manager or the District Counsel.

Any Member of the Board may place an item on a future agenda by making a formal request to the General Manager at a Meeting of the Board. The General Manager will place Board items on a future Board agenda when reasonable based on the Staff time and research necessary to prepare the item for Board consideration.

#### E. Items from the Board, General Manager, or District Counsel

These sections of the agenda provide the opportunity for brief comment on District business, District operations, District projects, and other items of general interest.<sup>41</sup>

#### F. Public Hearings:

##### 1. General Procedure

The Board may, at its discretion or in compliance with applicable law, call a public hearing on any subject within its purview. The Board procedure for the conduct of public hearings is generally as follows:

- a. The Staff Presents its Report.  
After the President/Chair announces the item as it appears on the agenda, District Staff will give a presentation to the Board and the public on the Staff report prepared for the matter.
- b. Initial Questions to Staff by the Board.  
Prior to opening up a public hearing on a matter, Board Members may ask questions of Staff, or third-party consultants, regarding the Staff report and the item.
- c. President/Chair Opens the Public Hearing:
  - i. Applicant or Appellant Presentation. The applicant or appellant then has the opportunity to present comments, testimony, or argument.
  - ii. Public Testimony. Members of the public are provided with the opportunity to present their comments, testimony, or argument. Members of the public presenting comments, testimony, or argument will follow the following guidelines:
    1. Members of the Public Request to Speak. Any person desiring to speak or present evidence shall make his or her presence known to the President/Chair and upon being recognized by the President/Chair, the person may speak or present evidence relevant to the matter being heard. No person may speak without first being recognized by the President/Chair.

2. Board Questions of Speakers. Members of the Board who wish to ask questions of the speakers or each other during the public hearing portion may do so, but only after first being recognized by the President/Chair.
  3. Public Oral Presentations. All Board guidelines pertaining to oral presentation by Members of the public apply during public hearings. These guidelines are discussed in this Handbook in Chapter 13: "Addressing the Board."
  4. Materials for Public Record. All persons interested in the matter being heard by the Board shall be entitled to submit written evidence or remarks, as well as other graphic evidence.
  5. Germane Comments. No person will be permitted during the hearing to speak about matters or present evidence which is not germane to the matter being considered. A determination of relevance shall be made by the President/Chair, but may be appealed to the full Board.
    - a. The applicant or appellant is given an opportunity for rebuttal or closing argument.
    - b. The public input portion of the public hearing is closed.
- d. Questions and discussion from the Board.  
 Board Members should not express their opinions on an item prior to the close of the public hearing, as the Board Members should not form or express an opinion until after all testimony has been received. Questions and comments from the Board should not be argumentative, and the Board should not engage in debates with Staff, or those Members of the public testifying to an opinion, until after all testimony has been received.  
 Any Board Member shall have the right to express dissent from, or protest to, any action of the Board and have the reason entered in the minutes. If the dissenting Board Member desires such dissent or protest to be entered into the minutes, this should be made clear by language such as "I would like the minutes to show that I am opposed to this action for the following reasons..."
- e. Board decision occurs.  
 Once the Board completes its discussion of the matter, a Board Member may make a motion to take action on the item. A Board Member may also make a motion to table, amend, substitute, postpone, or continue the matter, pursuant to these procedures. If the Board is unsuccessful in carrying a motion on the matter before the adjournment of the Meeting, the motion shall be deemed to have failed.

The President/Chair will announce the final decision of the Board.

## 2. Time for Consideration

Matters noticed to be heard by the Board will commence at the time specified in the notice of hearing, or as soon thereafter as is reasonably possible and will continue until the matter has been completed, or until other disposition of the matter has been made.

## 3. Continuance of Hearing

Any hearing being held, noticed, or ordered to be held by the Board at any Board Meeting may, by order, notice, or continuance, be continued or re-continued to any subsequent hearing.

## 4. Communications and Petitions

Written communications and petitions concerning the subject matter of the hearing will be noted and summarized by the President/Chair. A reading in full shall take place where a majority of the Board votes to have that correspondence read into the record.

## 5. Ex-Parte Contacts

6. Should a Board Member, and one (1) or more Members of the public, make contact outside of the hearing process regarding a matter which is, or may be, before the Board for a quasi-judicial hearing, as soon as the Board is informed that the matter will come before it as a quasi-judicial hearing, that Board Member must disclose the substance of the contact and the names of the parties on the record at the beginning of the Board's quasi-judicial hearing. Visits by Board Members to sites or properties that are the subject of such pending hearings, shall also be disclosed at the beginning of the Board's quasi-judicial hearing. Resolutions

A resolution is generally adopted by the Board to deal with temporary or special matters, such as when the Board makes only a factual determination or certification that certain necessary conditions or requirements set by statute have been met. Resolutions can also express opinions of the legislative body or set temporary standards (i.e. amount of processing fees that may be changed again by future resolutions). Resolutions are recorded and kept on file with the General Manager or the Account Clerk.

## 7. Voting & Publishing Requirements for Resolutions and Ordinances

### a. Voting.

All resolutions require a recorded majority vote of the total Membership of the Board.<sup>42</sup> Resolutions shall be signed by the President and attested by the General Manager.

b. Publishing.

The rates of taxes to be levied, or the amount of revenue required to be raised by taxation, may be fixed either by ordinance or resolution. Where the tax rate or the amount of revenue required to be raised by taxation is fixed by resolution, such resolution shall be published in the same manner and within the same time as ordinances are required to be published. Within fifteen (15) days after the ordinance passes, the Account Clerk shall cause each ordinance to be published at least once, with the names of those Board Members voting for and against the ordinance, in a newspaper of general circulation circulated in the District. Ordinances shall not be published in a newspaper if the charge exceeds the customary rate charged by the newspaper for publication of private legal notices, but these ordinances shall be posted in the manner and at the time required by California law.

## Chapter 12: Guidelines of Conduct

### A. General Procedures

It is the policy of the Board not to become involved in the protracted discussion over parliamentary procedure. Consistent with any statute or other legal requirement, any issue of procedure relating to conduct of a meeting or hearing, not otherwise provided for herein, may be determined by the President/Presiding Officer, subject to appeal to the full Board.

### B. Authority of the President/Presiding Officer

Subject to appeal to the full Board, the President/Presiding Officer shall have the authority to prevent the misuses of motions, the abuse of any privilege, or obstruction of the business of the Board, by ruling any such matter out of order. In so ruling, the President/Presiding Officer shall be courteous and fair and should presume that the moving party is acting in good faith.

### C. President to Facilitate Board Meetings

The Board delegates the responsibility and expands the role of President/Presiding Officer to include the facilitation of Board Meetings. In the role as facilitator, the President/Presiding Officer will assist the Board to focus on their agenda, discussions and deliberations.

### D. Board Deliberation & Order of Speakers

The President/Presiding Officer is delegated the responsibility to oversee the debate and the order of speakers. Speakers will generally be called upon in the order they request to speak as recognized by the President/Presiding Officer.

### E. Limit Deliberation to Item at Hand

Board Members will limit their comments to the subject matter, item, or motion being currently considered by the Board.

### F. Length of Board Comments

Board Members will govern themselves as to the length of their comments or presentations. The Board delegates to the President/Presiding Officer the responsibility to assist the Board by signaling if a Board Member has been speaking for an excessive time period. Comments from Board Members are limited to five (5) minutes for each Board Member, unless the Board, by concurrence, extend such time.

### G. Limitations of Debate



Board Members will be allowed to speak once before the President/Presiding Officer opens the matter for public comment. Board Members may speak a second time after the close of Public Comment if more time is allowed by the President/Presiding Officer or the majority of the Board. Comments from Board Members are limited to the question under debate, avoiding all personalities and indecorous language. Comments are limited to five (5) minutes for each Board Member, unless the Board, by concurrence, extend such time.

#### H. **Obtaining the Floor**

Any Member of the Board wishing to speak must first obtain the floor by being recognized by the President/Presiding Officer. The President/Presiding Officer must recognize any Board Member who seeks the floor when appropriately entitled to do so.

Once recognized, a Board Member shall not be interrupted when speaking unless it shall be to call him or her to order. If a Board Member, while speaking, is called to order, he or she shall cease speaking until the question of order has been determined and, if in order, he or she shall be permitted to proceed.

#### I. **Motions**

Motions may be made by any Member of the Board, including the President/Presiding Officer, providing that before a motion is offered by the President/Presiding Officer, the opportunity for making a motion is offered to the other Board Members. Any Members of the Board, other than the person offering the motion, may second the motion.

##### 1. **Procedure for Motions**

Before a motion can be considered or debated, it must be seconded. Once the motion has been properly made and seconded, the President/Presiding Officer shall open the matter for discussion offering the first opportunity to the moving party and, thereafter, to any Board Member properly recognized by the President/Presiding Officer. Once the matter has been fully discussed and the vote is called for, no further discussion will be allowed; however, Board Members may be allowed to explain their vote.

###### a. Process to Make and Second a Motion.

Board Members wanting to make or second a motion may do so through a verbal request to the President/Presiding Officer.

##### 2. **Precedence of Motions**

When a motion is on the floor, no other motion shall be entertained except the following, which shall have precedence in the following order:

###### a. Motion to Adjourn the Meeting (not debatable).

A motion to adjourn shall be in order at any time, except as follows:

- I. When repeated after defeat without any intervening business or discussion.
  - II. When made as an interruption of a Board Member who is speaking.
  - III. While a vote is being taken.  
A motion to adjourn “to another time” shall be debatable only as to the time which the meeting is adjourned
- b. Motion to Fix Hour of Adjournment.  
Such motion shall be set to a definite time at which to adjourn and shall be undebatable and unamendable except to the time set. Notice of the adjournment and the date of the subsequent meeting shall be conspicuously posted on or near where the meeting was held within twenty-four (24) hours of the adjournment.<sup>43</sup>  
If the subsequent meeting occurs within five (5) days of the original meeting, the Board may consider matters placed on the original meeting agenda without posting a new agenda. If the subsequent meeting occurs more than five (5) days from the original meeting, a new agenda must be prepared and posted.<sup>44</sup>
- c. Motion to Table.  
A motion to table shall be used to temporarily bypass the subject. A motion to table shall be undebatable and shall preclude all amendments or debate of the subject under consideration. The tabled item may be “taken from the table” at any time by a motion made prior to the end of the meeting. If the item is not taken from the table prior to the end of the meeting, it shall be placed on a future agenda as a new matter.
- d. Motion to Amend.  
A motion to amend can be made after a motion is introduced and seconded. A motion to amend shall be debatable only as to the amendment. A motion to amend an amendment shall be in order, but a motion to amend an amendment to an amendment shall not be in order. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order. A motion to amend shall be voted on first, followed by a vote on the original motion, as amended or as originally stated, depending on whether the motion to amend carries.
- e. Motion to Substitute.  
A motion to substitute can be made after a motion is introduced and seconded. A substitute motion on the same subject shall be acceptable and voted on before a vote on a motion to amend the main motion amendment.
- f. Motion to Continue.

Motions to continue to a definite time shall be amendable and debatable as to the propriety of postponement and time set. If desired, the Board Member who initiates the motion to continue may also move to reopen the hearing to receive further testimony.

### 3. Motions Introducing Ordinances

Ordinances shall not be passed within five (5) days of their introduction unless they are urgency ordinances. Ordinances may only be passed at a regular meeting and must be read in full at the time of introduction and passage except when, after reading the title, further reading is waived. Motions introducing ordinances for adoption at a future meeting are deemed to include a waiver by the Board of the full reading of the text and title of the proposed ordinance unless the motion otherwise specifically so provided. When ordinances, other than urgency ordinances, are altered after introduction, they shall be passed only at a regular meeting held at least five (5) days after alteration. Corrections of typographical or clerical errors are not considered alterations for purposes of this paragraph.

## J. Voting Procedures

Any Board Member present at a meeting when a question comes up for a vote, should vote for or against the measure, unless he or she is disqualified from voting and abstains because of such disqualification. All votes shall be roll call votes, except for minute actions. The call of roll call votes shall not be interrupted. Minute actions may be taken by voice vote. The results reflecting all "ayes" and "noes" and "abstentions" must be clearly set forth for the record. Unless a Board Member clearly states that he or she is not voting because of a conflict of interest, his or her silence shall be recorded as an affirmative vote.

### 1. Abstention

An abstention does not count as a vote for or against a matter. If a Board Member abstains, he or she is counted as present for quorum purposes, but is not deemed to be "voting" for purposes of determining whether there has been a "majority vote of those Members present and voting." If a Board Member abstains from voting on the grounds that he or she has, or may have, a conflict of interest, that abstention shall be made either at the beginning of the Board's consideration of the matter, or as soon as the Board Member recognizes that he or she may have such a conflict or potential conflict. In addition, the Board Member shall state for the record the precise nature of the interest which he or she may have that creates the conflict or potential conflict and shall leave the room where the Board Meeting is taking place during discussion of the item when required to do so by the Political Reform Act.<sup>45</sup>

### 2. Tie Votes

A tie vote results in a lost motion. In such an instance, any Member of the Board may offer a motion for further action. If there is no action by an affirmative vote, the result is no action. If the matter involves an appeal and an affirmative vote does not occur, the result is that the decision appealed stands as decided by the decision-making person or body from which the appeal was taken.

### **3. Motion for Reconsideration**

Motions for reconsideration of a matter may only be made at the same meeting at which the Board takes action on a matter. Such motion may only be made by a Board Member who voted with the side that prevailed on the matter in question. With regard to a tie vote resulting in a lost motion, the prevailing side will be deemed to be those Board Members who voted in the negative. Any Member of the Board may second a motion for reconsideration. A motion to reconsider shall be debatable.

#### **K. Non-Observance of Guidelines**

The guidelines are adopted to expedite and facilitate the transaction of the business of the Board in an orderly fashion and shall be deemed to be procedural only. The Board shall not be required to follow formal organizational procedures such as Robert's Rules of Order. Failure to strictly observe the guidelines shall not affect the jurisdiction of, or invalidate any action taken by the Board.<sup>46</sup>

#### **L. Non-Exclusive Guidelines**

These guidelines are not exclusive and do not limit the inherent power and general legal authority of the Board or of the President/Presiding Officer, to govern the conduct of Board Meetings as may be considered appropriate from time to time or in particular circumstances, for purposes of orderly and effective conduct of the affairs of the District.

## Chapter 13: Addressing the Board

### A. Oral Presentations by Members of the Public

The rules governing oral presentations by Members of the public at Board Meetings are as follows:

1. Prior to the Meeting, or during the Meeting prior to a matter being reached, persons wishing to address the Board are requested to fill out a “Board Appearance Request Form” and submit it to the General Manager.
2. When called upon, the person is requested to come to the podium, state his or her name and address for the record (although not required), and, if speaking for an organization or other group, identify the organization or group represented.
3. All remarks should be addressed to the Board as a whole not to an individual Board Member.
4. Questions, if any, should be directed to the President/Presiding Officer who will determine whether, or in what manner, an answer will be provided.

### B. Public Comment

Public Comment is that period set aside at Board Meetings for Members of the public to address the Board on items of District business other than scheduled agenda items. The Public Comment portion of the Board Meeting is the opportunity for Members of the public to address the District in compliance with the Government Code.<sup>47</sup>

#### 1. Timing

Public Comment for each speaker is limited to three (3) minutes, unless the Board, by concurrence, extend such time.

#### 2. Board Appearance Request Form

Persons wishing to speak under Public Comment should submit a “Board Appearance Request Form” to the General Manager, or his or her designee, prior to the start of the Board item. Preference may be given to those persons who have notified the General Manager, or his or her designee, in advance of their desire to speak.

#### 3. District Matters

Presentations under Public Comment are limited to items within the subject matter jurisdiction of the District.

#### 4. Response to Public Comment

The Board, at its discretion, may direct Staff to respond to a concern or question raised, place items on the agenda for consideration at a future Board Meeting, or permit individual discussions between a Board Member and an individual providing the Public Comment for the purposes of clarification or discovery of facts, subject to recognition.

### C. Agenda Item Oral Presentation

Any Member of the public wishing to address the Board orally on District business matters appearing on the Board Agenda, may do so when that item is taken up by the Board, or as otherwise specified by the Board or the President/Presiding Officer.

#### 1. Presentations Submitted in Writing

Persons who anticipate oral presentations exceeding three (3) minutes, are encouraged to submit comments in writing, in advance, care of the General Manager, for prior distribution to the Board and other interested parties. Submission of comments in writing is encouraged in lieu of possible lengthy oral presentations which may not be permitted.

#### 2. Timing

Comments by the public on District business matters appearing on the agenda may do so once the President/Presiding Officer opens the matter for public comment. Members of the public may speak a second time after the close of Public Comment only if more time is allowed by the President/Presiding Officer or the majority of the Board.

#### 3. Assigning Time

Persons wishing to assign their time for oral presentations to other individuals may do so only with authorization of the President/Presiding Officer or a majority of the Board.

#### 4. Reading Written Comments

Persons wishing to read written comments into the record may do so only with authorization of the President/Presiding Officer or a majority of the Board. Additional procedures for written comments is detailed below.

### D. Comments in Writing Encouraged

Members of the public may submit, and are encouraged to submit, comments in writing to the Board, care of the General Manager, relating to any items of District business, whether on the Board agenda or otherwise. Such comments will be distributed to Members of the Board and considered and acted upon, or not acted upon, as the Board, in its judgment, may deem appropriate. All written comments submitted prior to or during the item the comments relate to, will be part of the record on that particular item. Written comments will not be read aloud at the Board Meeting.

#### 1. Comment Cards

Comment cards may be used by Members of the public in attendance at the Meeting who do not wish to, or cannot verbally, address the Board during a Meeting. A person may indicate his or her brief comments on the card and his or her opposition or support for an item on a comment card. During the public testimony on the item, the President indicates that the Board has received comment cards from (name of person) in support of the project or issue and comment cards from (name of person) in opposition of the project or issue.

## **2. Repetitious Comments Prohibited**

Speakers shall not present the same, or substantially the same, items or arguments to the Board repeatedly or be repetitious in presenting their oral comments. If a matter has been presented orally before the Board, whether the Board has taken action, or determined to take no action, the same or substantially the same matter may not be presented orally by the same person any further. Nothing in the foregoing precludes submission of comments to the Board in writing for such action or non-action as the Board, in its discretion, may deem appropriate.

### **E. Speaker Time Limits for An Agenda Item**

In order to expedite matters and to avoid repetitious presentations, whenever any group of persons wishes to address the Board on the same subject matter, the President/Presiding Officer may request that a spokesperson be chosen by the group, and in case additional matters are to be presented by any other Member of the group, that there be a limit on the number of such persons addressing the Board. A specific time limit may also be set for the total presentation. No group shall arrange themselves so as to use individual speakers' times in sequential order to circumvent the time limits.

### **F. Waiver of Guidelines**

Any of the foregoing guidelines may be waived by majority vote of the Board Members present when it is deemed that there is good cause to do so, based upon the particular facts and circumstances involved.

### **G. Decorum**

It is crucial that the public have confidence in the integrity of its local government. Further, to ensure that the Board's business is conducted in a manner that is both professional and efficient, it is important that all participants in the process exercise decorum and civility.

The President/Presiding Officer shall maintain order, decorum, and the fair and equitable treatment of all speakers. The President/Presiding Officer shall keep discussions and questions focused on the specific agenda item under consideration.

Board Members shall perform their duties in accordance with the District's processes and rules of order governing the deliberation of public policy issues, the involvement of the public, and the implementation of policy decisions of the Board by District Staff. They shall work together collaboratively, assisting each other in conducting the affairs of the District. Board Members shall fully participate in public Meetings, in both the open and closed sessions, while demonstrating respect and courtesy to others. Board Members and the General Manager shall stay focused, stay on topic, and act efficiently during public Meetings. They shall refrain from interrupting other speakers or otherwise interfering with the orderly conduct of the meetings.

No person shall engage in harassment of another person during a public meeting. Harassment includes, but is not limited to:

1. Verbal harassment such as racial epithets, derogatory comments, or slurs;
2. Physical harassment such as assault, impeding or blocking movement, or any other physical interference or threat directed at an individual; and
3. Sexual harassment such as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature, such as name calling, suggestive comments, or lewd talks and jokes that unreasonably interferes with an individual's work performance or has the purpose or effect of creating an intimidating, hostile, or offensive work environment.

During public meetings, all present shall:

1. Preserve safety and order;
2. Not block the audience from viewing the proceedings;
3. Not block or impede the microphone, which audibly records the proceedings;
4. Not engage in disruptive behavior, including but not limited to: heckling, whistling, yelling, and other similar demonstrations;
5. Not willfully disrupt the peace and order of the meeting;
6. Listen to others respectfully and not interrupt those whom are speaking;
7. Refrain from making comments that personally attack an individual in a way that disrupts, disturbs, or otherwise impedes orderly conduct;
8. Avoid the use of profanity, obscene language, and threats that disrupt, disturb, or otherwise impede orderly conduct;
9. Not use unlawful physical force. Physical force includes, but is not limited to: grabbing, pushing, slapping, punching, kicking, or otherwise striking the body of another or an object attached to another's body;
10. Not harass any other person in any way;



11. Avoid obscene gestures or motions that could be viewed as threatening or an effort to intimidate. Unacceptable gestures include, but are not limited to: those of a sexual nature, finger pointing and fist shaking in an overly aggressive or accusatory manner, miming the use of weapons or other violent acts and other movements that could be seen as threatening; and
12. Avoid raising voices beyond what is necessary to be heard by the audience.

Unruly conduct that disrupts the meeting such as undue noise, hissing, profanity, inappropriate applause, insults or physical disturbance shall not be permitted.

If these rules are violated, the District has the following recourse:

1. The President/Presiding Officer can call a point of order;
2. A Board Member present at the public Meeting may move to require the President/Presiding Officer to enforce the rules and upon majority vote, the President/Presiding Officer shall be required to do so;
3. The President/Presiding Chair may stop the Meeting and call the Sheriff's Department to enforce the rules; and
4. Once called, the Sheriff's Department may order an individual to sit, refrain from addressing the Board or remove the disruptive person from the meeting.

Any person making personal, impertinent, or derogatory remarks, or who shall become boisterous while addressing the Board, shall be barred from further audience before the Board at said Meeting by the President/Presiding Officer unless permission to continue is granted by a majority of the Board.<sup>48</sup>

Appendix A  
ICMA Code of Ethics

### ICMA Code of Ethics

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every Member of ICMA, who shall:

#### Tenet 1

Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.

#### Tenet 2

Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant

#### Tenet 3

Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the Member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.

#### Tenet 4

Recognize that the chief function of local government at all times is to serve the best interests of all people.

#### Tenet 5

Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

#### Tenet 6

Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the Members.

#### Tenet 7

Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the Members of the employing legislative body.

#### Tenet 8

Make it a duty continually to improve the Member's professional ability and to develop the competence of associates in the use of management techniques.

#### Tenet 9

Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

#### Tenet 10

Resist any encroachment on professional responsibilities, believing the Member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

Tenet 11

Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a Member's decisions pertaining to appointments, pay adjustments, promotions, and discipline.

Tenet 12

Seek no favor; believe that personal aggrandizement or profit secured by confidential Information, or by misuse of public time is dishonest.

Appendix B  
Referenced Code Citations

- <sup>1</sup> Gov. Code, § 61000 *et seq.*
- <sup>2</sup> Gov. Code, § 1770, subd. (g).
- <sup>3</sup> Gov. Code, § 61051.
- <sup>4</sup> Gov. Code, § 61047.
- <sup>5</sup> Gov. Code, § 53232.2
- <sup>6</sup> *Ibid.*
- <sup>7</sup> Gov. Code, § 87103.
- <sup>8</sup> *Ibid.*
- <sup>9</sup> Gov. Code, § 82033.
- <sup>10</sup> *Ibid.*
- <sup>11</sup> Gov. Code, § 87105.
- <sup>12</sup> Gov. Code, § 87105, subds. (a)(1)-(3).
- <sup>13</sup> Gov. Code, § 53235, subd. (f).
- <sup>14</sup> Gov. Code, § 53237.1.
- <sup>15</sup> Gov. Code, § 1780, subd. (b).
- <sup>16</sup> Gov. Code, § 1780, subd. (c).
- <sup>17</sup> Gov. Code, § 1780, subd. (d)(1).
- <sup>18</sup> *Ibid.*
- <sup>19</sup> Gov. Code, § 1780, subd. (e)(1).
- <sup>20</sup> Gov. Code, § 1780, subd. (g)(2).
- <sup>21</sup> Gov. Code, § 1780, subd. (f)(1).
- <sup>22</sup> Gov. Code, § 1780, subd. (f)(2).
- <sup>23</sup> Gov. Code, § 87406.3.
- <sup>24</sup> Gov. Code, § 61044.
- <sup>25</sup> Gov. Code, § 54959.
- <sup>26</sup> Gov. Code, § 54960.
- <sup>27</sup> Gov. Code, § 61045.
- <sup>28</sup> Gov. Code, § 54954, subd. (b).
- <sup>29</sup> Gov. Code, § 54954, subd. (e).
- <sup>30</sup> Gov. Code, §§ 54956, 54956.5. Special meetings and emergency meetings, respectively.
- <sup>31</sup> Gov. Code, §§ 54955, 54956.
- <sup>32</sup> Gov. Code, § 54954.5.
- <sup>33</sup> Gov. Code, § 61045.
- <sup>34</sup> Gov. Code, § 61043
- <sup>35</sup> Gov. Code, § 61043, subd. (b).
- <sup>36</sup> Gov. Code, § 54954.5.
- <sup>37</sup> Gov. Code, § 54953.
- <sup>38</sup> Gov. Code, § 61045.
- <sup>39</sup> Gov. Code, § 54953.5. The statute only requires maintenance of the audio or visual recording for thirty (30) days where there are other records of the meeting that are retained pursuant to Gov. Code, § 6250 *et seq.*
- <sup>40</sup> Gov. Code, § 54954.
- <sup>41</sup> Gov. Code, § 54954.2, subd. (a).
- <sup>42</sup> Gov. Code, § 61045, subd. (c).
- <sup>43</sup> Gov. Code, § 54955.
- <sup>44</sup> Gov. Code, § 54955.2, subd. (b)(3).

<sup>45</sup> Gov. Code, § 87100 *et seq.* A Board Member should leave the room when he or she identifies that he or she has a financial interest in the decision being discussed. Prior to leaving the room, the Board Member should publicly identify the financial interest at stake and recuse himself or herself from that portion of the meeting.

<sup>46</sup> *City of Pasadena v. Paine* (1954) 126 Cal.App.2d 93.

<sup>47</sup> Gov. Code, § 54954.3.

<sup>48</sup> Gov. Code, § 54957.9.



## San Miguel Community Services District Staff Report

October 28, 2021

AGENDA ITEM XI.4

**SUBJECT:** Consider a request by CSDA requesting a vote from San Miguel C.S.D for the IWMA alternate representative from the twelve Community Service Districts which have solid waste powers.

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**RECOMMENDATION:**

Board of Directors vote on one (1) of the two (2) candidates to serve as an alternate.

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**BACKGROUND:**

CSDA (California Special Districts Association) has requested through IWMA an alternate representative from the twelve Community Service Districts which have solid waste powers. The alternate representative will serve until the term expires at the end of 2022.

IWMA has received two (2) nominations, so they are requesting that our Agency cast a ballot for one of those two candidates. They are requesting a vote from San Miguel CSD be returned no later than November 15, 2021. Attached are the two Candidate statements requesting to be an alternate representative.

If the Board wants to support a candidate for election, then the Board should motion to nominate one of the two candidates. If the Board elects to not vote for a candidate, then no action is required by the Board.

**FISCAL IMPACT:** Staff Time

**PREPARED BY:**

Tamara Parent

Board Clerk/Accounts Manager

Attachment:



1. IWMA Tom Grey Candidate Statement
2. IWMA Daniel Burgess Candidate Statement

Please Elect

**Daniel Burgess, HRCSD Director**

**term of 2020 through 2024**

For

**IWMA Alternate Director Seat**

Dear Fellow Directors,

With the up-coming selection for the IWMA Alternate Director seat position just a few weeks away, I ask that you please vote for me, **Daniel Burgess**. I have served on the HRCSD Board diligently for the past thirteen and a half years. I am on my fourth term (3 years left on the 4th term) and plan to maybe run for a fifth. I have attended 150 of my last 158 meetings and I make it a point to go to the CSD office at least once a week, so I am always fully aware of the issues. This shows the commitment that I will also have if selected to IWMA.

I feel that I have the valued experience that's needed for this position. I have been a General Contractor for 35 years. As a self-employed contractor, I have done small housing projects, large scale housing tract projects, large commercial buildings, road and bridge retrofit projects, and large underground utility projects. With that experience I do understand Waste Management well. I now work for PG&E as an IT Infrastructure and Operations Supervisor. In my current position I am in charge of all the Computer Field analysts, Engineers, Desktop support, all computing hardware, emergency back-up systems for IT and Plant communications. This involves direct actions with DCP Plant Control, SLO county Sheriff 911, CDF Fire, SLO IT, Office of Emergency Services, PGE Emergency Planning, and all other utilities like Verizon etc. I have been an elected Director of the HRCSD for the past thirteen years, serving four times as President. I have also sat on the Board of Directors of Heritage Ranch HOA. We work closely with Public officials, and all county Departments. We are now currently working on three new tract developments and a spillway project. So, I understand the most complex issues with the construction, real estate development, the utility industry, and the community safety aspect. I understand the business end of a CSD, I understand the business end of a large utilities company, and most of all I understand the needs of the people impacted with real estate development and landfill issues. With that said, I feel that I'm completely qualified for this position on the IWMA Board of Directors.

My family and I have resided in the county since 2000 and have been property owners in SLO County since 1996; we have a stake in the wellbeing of the community, and the growth of the County. I'm writing this letter not as a politician, but as just a regular person like you. I am married 31 years, father of two, my son is a fireman, and my daughter is a teacher. So, you see, I have the regular concerns like everybody else.

So, with your vote, please let me represent you.

Thank you

**Daniel Burgess**

**HRCSD Director**

**Tom Gray**

Mr. Gray and his wife, Barbara, have been Cambria homeowners since 2005 and full-time residents since 2009. He is now retired from a career in journalism and communications consulting, including editorial positions at the Daily News of Los Angeles and Investor's Business Daily. He holds degrees from Stanford University (B.A.), UCLA (M.A.) and California Lutheran University (M.B.A.).

Tom has been active in a number of advisory roles concerning land-use planning, water supply and infrastructure. He has served as chair of the North Coast Advisory Council (NCAC), chair of the NCAC's Land Use Committee and co-chair of its transportation committee. He has also been a member of the Cambria Community Services District's Resources & Infrastructure Committee. He is currently the chairman of the Finance Committee at CCSD. On a regional level, he has been the Second Supervisorial District representative on the San Luis Obispo County Water Resources Advisory Committee.



## Board of Directors Staff Report

October 28<sup>th</sup>, 2021

AGENDA ITEM: XI-2

**SUBJECT:** Discuss and authorize the Director of Utilities to release a Managed Service Provider (MSP) RFP for District IT Services

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**RECOMMENDATION:**

Authorize Director of Utilities release a MSP/ IT Services RFP.

---

In 2016 the Board approved a 1 year contract with Local IT Experts to replace the previous IT provider. Local IT Experts has been providing continued service to the District since the expiration of the original contract.

As the District moves forward on expanding the WWTF, relocating offices, and remodeling/adding on to the fire station it will be necessary to invest more into our IT infrastructure and management. The increased security threats, both cyber and physical also necessitate that we have a MSP under contract to provide ongoing assessments and provide increased management of the IT infrastructure for the District. In the past some of the management of the IT systems was shared by Staff, but given the ever increasing complexity of this type of infrastructure it is important to have a MSP that can manage the system in total.

It is not best practice to continue to utilize services after contracts have expired. Given the increase in tasks above the prior contract it is prudent to issue a RFP for competitive proposals.

The Board is being requested to authorize the release of this RFP so that a new contract can potentially be approved in December or January.

# 221

## FISCAL IMPACT

There are no cost to release this RFP aside from minimal cost to advertise and post.

PREPARED BY:

Kelly Dodds

Director of Utilities

Attachment:

1. MSP/ IT Services RFP



## **REQUEST FOR PROPOSALS**

District Information Technology Services  
(Managed Service Provider MSP)

**Issue Date:**  
**October 28, 2021**

**Qualification Due Date and Time:**  
THURSDAY, November 18, 2021 10:00 am (Pacific time)

**Mailing Address:**  
PO BOX 180  
San Miguel CA 93451

**Delivery Address:**  
1150 Mission Street  
San Miguel CA 93451

**Contact:**  
Kelly Dodds, Director of Utilities      Kelly.dodds@sanmiguelcsd.org  
phone: 805-467-3388      fax: 805-467-9212

## **DESCRIPTION**

San Miguel Community Services District (District) is seeking proposals from qualified vendors that can provide Information Technology Support Services for the District. The District will be accepting proposals from vendors that can provide on-call desktop support, routine maintenance, as well as support the District's technology projects and initiatives. The District desires to partner with a technology solution provider to assist with the planning, designing implementing, and maintaining of its information technology assets. This Request for Proposal (RFP) is to retain an MSP/ IT firm on an on-going, task release basis to provide the services outlined in the Scope of Services Requested below.

The District anticipates a three-year services agreement, subject to an annual review by the District. A price proposal for the first year and a percent increase for subsequent years is requested along with qualifications. The agreement will include an option to extend the agreement for up to two additional one-year periods at the sole discretion of the District.

Proposing MSP/ IT firms will be required to provide documentation that they are actively enrolled in all applicable state and federal databases as required. (IE; DIR, SAMS) The District can not contract with any entity which is, or is pending, Debarment.

## **ABOUT THE DISTRICT**

The San Miguel Community Services District was formed in 2000 combining the San Miguel Fire District, County Service Area 1, San Miguel Sanitary District and San Miguel Lighting Districts.

The District currently provides Fire Services, Street Lighting and Landscaping, Wastewater collection and treatment, Potable water production and distribution and Solid Waste Services. The District is governed by a Board of five Directors and has a General Manager, Director of Utilities and six administration and utility personnel, a Fire Chief, Assistant Fire Chief and up to 20 paid call firefighters. The majority of operating funds for the District come from user fees and property tax, the FY 2021-22 operating budget is \$3,051,086 which includes approximately \$360,000 in ongoing project costs.

## **DISTRICT LOCATION**

The District covers an area of approximately 5.8 square miles and is located approximately 7 miles north of the City of Paso Robles and approximately 3 miles south of the San Luis Obispo County/ Monterey County line, on the east side of Highway 101.

## **GENERAL CONDITIONS OF THIS RFP**

- The District shall not be liable for any pre-contractual expenses incurred by any contractor, nor shall any firm include such expenses as part to the proposed cost.
- Pre-contractual expenses include any expense incurred by a proposal and negotiation of any terms with the District.
- The District reserves the right to withdraw this RFP at any time without prior notice and to reject any/all proposals submitted without indicating any reasons. Any award of contract for services shall be made to the firm best qualified and responsive in the opinion of the District.
- Proposals may, at the District's option, be rejected if they contain any alterations, additions, conditional or alternatives, are incomplete, or contain erasures or irregularities of any kind.
- The District reserves the right to reject any and all proposals. The District expressly reserves the right to postpone submittal opening for its convenience and to reject any and all submittals responding to this RFP.
- Proposals will NOT be opened publicly.
- The selected firm must agree to indemnify and hold harmless the District, its officers, agents and assigns from any liability or loss resulting from suits, claims, or actions brought against the District which result directly or indirectly from the wrongful or negligent actions of the consultant in the performance of the contract.
- The selected firm will be required to comply with all existing State and Federal labor laws including the applicable to equal opportunity employment provisions.
- The District reserves the right to negotiate special requirements and proposed service levels using the selected proposal as a basis. Compensation for services will be negotiated with the selected firm.
- All responses to this RFP shall become the property of the District and will be retained or disposed of accordingly.
- No amendments or additions to already submitted proposals, or alternates to the RFP shall be accepted after the submission date and time.
- All documents, records, designs and specifications developed by the selected firm in the course of providing services for the District shall be the property of the District.
- Anything considered to be proprietary should be so designated by the firm.
- Acceptance by the District of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract for services.
- The District reserves the right to issue a written notice to all participating firms of any change in the proposal requirements or submission schedule should the District determine, in its sole discretion, that such changes are necessary.

## **NATURE OF SERVICES**

The District desires to partner with a professional consultant or MSP/ IT services firm to supplement the knowledge and skills of District staff and provide outstanding service and support for the District's technology systems. The District does not have an IT Department and is currently using an outside vendor to provide maintenance and support on as needed basis for its user community. The District invites interested firms to submit written proposals to provide Information Technology Services for the District. The general scope of services includes administering and maintaining the District's computer network infrastructure



(including server/workstation patching, virtual server performance monitoring/troubleshooting, security reviews and threat remediation, backup/restore tasks, disaster recovery planning, WAN/LAN monitoring and troubleshooting, annual technology alignments), special projects, and end user/remote work force help desk support.

The activities and tasks below are not intended to be an exhaustive list. The District is seeking a consultant or firm that will support all aspects of the District's IT environment necessary to ensure business continuity. The anticipated services will include but are not limited to the following:

### **Task 1 - Administer and Maintain the District's Computers and Network**

Maintain the network infrastructure and ensure that the infrastructure is kept in a state that provides maximum availability, sustainability, reliability, and cybersecurity for District staff to perform their job duties that involve utilizing the District's IT assets both on and off site.

Specific activities include:

- Microsoft server security patch planning, updates, and documentation.
  - Workstation security patch planning, updates, and documentation.
- Currently the District has:
- 2 servers (all Windows),
  - 3 laptops (all Windows)
  - 5 Tough pad tablets with associated workstation peripheral equipment (all Windows)
  - 5 IPAD tablets
  - 3 desktop workstations (all Windows)
- IT Change control planning, execution, and documentation.
  - LAN/WAN/VLAN switch and router configuration and troubleshooting.
  - Monitoring server, workstation, and network performance metrics.
  - Advanced network, server, and workstation troubleshooting and issue resolution.
  - Root cause analysis.
  - Perform daily routine tasks such as verifying all backups and checking system logs.
  - Backup and restore monitoring, testing, capacity planning. Assist District Staff in complying with required electronic record retention and management. Including providing recommendations on BMPs for records retention.
  - Review, update, and test the IT disaster recovery plan.
  - Maintain failover internet systems
  - Antivirus, anti-spyware, anti-spam, anti-malware security solutions and support, monitoring, updates, and threat remediation.
  - Monthly status report and regular scheduled quarterly meetings with District management.
    - Status report shall at a minimum consist of functions performed during the prior month, number and type of calls for service, all

- short-term concerns, and status of any projects in progress.
  - At quarterly meetings the MSP shall at a minimum provide an update on system status, upcoming changes, identified deficiencies and potential resolutions, in addition to status updates on any assigned projects.
- Security planning, monitoring and education including penetration and perimeter security testing.
- Firewall, SPAM filtering, and internet content filtering.
- Understanding and support of Netgear switches, routers, VPN, controllers, and access points.
- Understanding and support of SonicWall Firewall.
- Network documentation and password review.
- Annually, as directed, as needed and/or as part of the onboarding process for new hires: provide training to all District staff on proper use of computers and internet safety and security.
- Perform annual IT review and audit and provide documentation of results with recommendations for system changes or deficiency correction. Review and audit to include: (at a minimum)
  - Technology alignment
  - Security of information and equipment based on current BMP
  - Identification and recommended corrective action for deficiencies
  - Identification and recommended changed to improve use and operation of technology.
- Annually, in March, provide to the District management a listing and budgetary estimate for all software, computer and/or network equipment that will be at EOL and recommended for replacement within the next Fiscal year.

### **Task 2 – IT Operations Support**

Provide front-line support to end-users during times of peak workload or vacations/leaves of internal staff or assist in troubleshooting unresolved issues. Support can be provided remotely if infrastructure is in place to allow end-user assistance. On-site support may also be provided. The District is comprised of multiple locations throughout the District of various complexity which may not be accessible virtually and may require physically being on site to resolve issues. Support will also be necessary for staff working remotely.

Specific activities include:

- Workstation/printer/voice support.
- Network issue troubleshooting and resolution.
- Escalation of business system hardware and software issues to appropriate vendors.

### **Task 3 – Special Projects**

On an as needed basis assist the District with special IT related projects. The proposal shall include the following information for District technology projects and initiatives:

- The project methodology employed.
- Submittal requirements.
- Availability of resources.
- Project Deliverables.

Specific activities include:

- Periodic software updates/upgrades.
- Infrastructure replacements and updates in accordance with District IT replacement policies. (It is anticipated that the MSP will be approved for replacement and upgrade work annually in July for the EOL equipment previously identified for replacement, with the expectation that the MSP will replace the identified equipment within that fiscal year)
- New technology sourcing and implementation.
- Strategic planning and other IT consulting related services.

#### OTHER REQUIREMENTS

- Provide regular and advanced end-user, network, and server support during work hours and availability of after-hours support when required. Work hours are defined as the hours between 7:00am Pacific Time and 4:30pm Pacific Time, Monday through Friday. Afterhours support is defined as hours other than those defined as work hours and includes nationally recognized holidays.
- As assigned IT staff will have highest levels of clearances 24/7, support staff assigned will be subject to a full background check.
- Service Level – The District requires the following initial response times: (or mutually agreed upon)
  - End-user & general support requests 1 hour
  - Business system/network outages 30 minutes
  - Other emergencies 1 hour
  - After hour requests 1 hour
- The proposal shall provide the name and a description of the system used to record and track all requests for service (e.g., ticketing system). The system shall allow for the District (i.e., end user) to enter requests directly through a web portal/form or call the support desk directly. The system shall provide a client portal to allow the District to monitor the status of requests at any time.
- The contract to be awarded does not obligate the District to purchase computer equipment, hardware devices, cabling, licenses, software et al from the successful vendor. Replacement parts are not part of this contract. The scope also does not include computer equipment and networks not owned by the District.

All proposals shall address each of the above deliverables with specific details on experience in each area.

## PROPOSAL REQUIREMENTS AND CONTENTS

Proposals submitted for this project are to follow the outline described below and must address all requested information. Any additional information that the firm wishes to include that is not specifically requested should be included in an appendix to the proposal. Firms are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation of the project approach. Seven (7) hard copies and 1 copy on a thumb drive of the proposal must be submitted by the due date and time.

### Section 1 Overview of Firm

Provide a narrative description of your firm and your firm's experience with the following.

- As a reference include client name, contact number or email, and point of contact for at least 2 current or former clients of similar size and complexity.
- As it relates to public entities: Community Service Districts or City/County entities, Emergency Services, Utility Services project implementation and management, Also identify any unique approaches or strengths that your firm may have related to Public Offices the PII of customers (past and present), Emergency Services, Utility Services, essential businesses in rural areas (for their solutions with continuity and the special problems of being in a remote area)

District staff will assess all aspects of the project based on the overview submitted.

### Section 2 MSP Team

A primary account manager shall be identified and associated responsible personnel should also be identified. A project team organization diagram and a brief resume of each team member shall be included. The geographic office location of the firm and key personnel shall also be identified. Full resumes may be included in an appendix (but not required).

### Section 3 Conflicts of Interest

Firms submitting a proposal in response to this RFP must disclose any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the firm, management, or employees of the firm or other persons relative to the services to be provided under the Agreement for Managed Service Provider services to be awarded pursuant to this RFP. If a firm has no conflicts of interest, a statement to that effect shall be included in the Proposal.

### Section 4 Proprietary Information

Firms submitting a Proposal in response to this RFP must provide a statement that nothing contained in the submitted proposal is proprietary. All proposals shall become property of the District once submitted.

### Section 5 Insurance and Other Requirements

The District will require the individual or firm selected to maintain general liability, automobile, workers' compensations, and cyber liability insurance. The contract will contain provisions requiring the selected firm to indemnify the District (its directors and employees) and provide that the MSP is an independent contractor serving at the will of the District. Other required provisions will include the District's right to terminate the agreement, at its sole discretion, upon the provision of notice.

### **Section 6 Compensation**

The proposal shall incorporate by reference a detailed compensation proposal for services, which is to be provided in a separate, sealed envelope. Describe how the firm intends to provide MSP services on either an hourly rate or retainer. Define what type(s) of work is considered to be extra or specialized work that would be billed in addition to basic services. State the hourly rates for the designated MSP for general work and specialized services. Define the type and unit rates for reimbursement for expenses such as mileage, reproduction of documents, faxed documents and word processing charges. The firm shall indicate the minimum increment of time billed for each service including phone calls, correspondence, and personal conferences.

### **Section 7 Signature and Acceptance of Conditions**

The proposal shall be signed by an official authorized to bind the consulting firm and shall expressly state the proposal is valid for 90 days. Additionally, this section will be a statement offering the firm's acceptance of all conditions listed in the Request for Proposal document. Any exceptions or suggested changes to the RFP of any contractual obligations, including the suggested change, the reasons therefore and the impact it may have on cost or other considerations on the firm's behalf must be stated in the proposal. Unless specifically noted by the firm, the District will assume that the proposal is in compliance with all aspects of the RFP.

## **PROPOSAL SUBMISSION DEADLINES**

October 28 <sup>th</sup> , 2021	Board reviews draft RFP and authorizes issuance of RFP
November 18 <sup>th</sup> , 2021	Due date for Proposals (DUE AT 10 AM PACIFIC TIME)
December 16 <sup>th</sup> , 2022	Evaluation and possible award of contract by the Board and staff at the December board meeting (the Board may wish to schedule a special meeting to interview several of the top firms, which would delay award of contract)
December 20 <sup>th</sup> 2021	Notification of selected firm (if award of contract is decided by the Board at the December 2021 board meeting)

**SEVEN (7) HARD COPIES AND ONE COPY ON THUMB DRIVE OF THE PROPOSAL MUST BE SUBMITTED TO THE DISTRICT OFFICE AT THE ADDRESS BELOW BY: 10:00 am on Thursday November 18<sup>th</sup>, 2021**

**SUBMIT PROPOSALS TO:**

**San Miguel Community Services District  
Attn: Kelly Dodds, Director of Utilities  
PO Box 180/ 1150 Mission Street  
San Miguel, CA 93451**

Inquiries concerning this RFP should be addressed to: Kelly Dodds, Director of Utilities at (805) 467-3388 or [kelly.dodds@sanmiguelcsd.org](mailto:kelly.dodds@sanmiguelcsd.org)

**PROPOSAL TERMS AND CONDITIONS**

The District will not pay any costs incurred by the firm in preparing or submitting the proposal. The District reserves the right to modify or cancel, in part or in its entirety, this RFP. The District reserves the right to reject any or all proposals, to waive defects, irregularities, or informalities, and to offer to contract with any firm in response to any RFP. This RFP does not constitute any form of offer to contract.

During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the District, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The District reserves the right to retain all proposals submitted and to use any idea(s) in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the condition contained in the request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected.

**RIGHT OF REFUSAL**

The District reserves the right to reject any and all proposals without cause. Proposals will be evaluated in their entirety. The District reserves the right to negotiate specific requirements and costs using the selected proposal as a basis.

**SELECTION PROCEDURES**

Written proposals submitted by the deadline will be evaluated based upon qualifications, experience, ability to perform, and understanding of specific services to be provided in accordance with Government Code sections 50950 and 50951, as well as 40 U.S.C. §§ 1101 *et seq.* Cost of services shall be provided in a separate, sealed envelope.

In reviewing the proposals for ranking, the District will carefully weigh the following:

- The firm's approach to and understanding of the Scope of Work;

- The firm's experience with similar contracts and clients;
- The experience and qualifications of the proposed staff in providing similar services;
- The firm's demonstrated ability to deliver work on time and within budget;
- The extent of involvement by key personnel;
- The extent to which previous clients have found the firm's services acceptable;
- Previous District experience with the proposing firm, if any;
- Communication skills;
- Other qualifications/criteria as deemed appropriate.

The firms will be ranked and the firms notified. Cost of services shall be considered pursuant to 40 U.S.C. §§ 1101 *et seq.* The RFPs will be presented to the District board for consideration at its December 2021 meeting. If the board desires, it is anticipated that consulting firm staff, as proposed by the selected firms, after notification by the District, will make themselves available for questions at the December 2021 District Board Meeting (or at a special meeting to be set by the Board at the December 2021 meeting).



## San Miguel Community Services District

### Board of Directors Staff Report

October 28<sup>th</sup>, 2021

**AGENDA ITEM: XI-5**

**SUBJECT:** Review and approve Resolution 2021-26 authorizing the Director of Utilities contract with Water Systems Consultants (WSC) to serve as District Engineer, providing engineering, hydrology, and project management services.

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**RECOMMENDATION:** Approve resolution 2021-26, authorizing the Director of Utilities to Contract with WSC to serve as District Engineer, providing engineering, hydrology, and project management services.

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Monsoon Consultants previously acted as the District Engineer from 2017 to 2021. They provided a notice of termination effective September 1<sup>st</sup> 2021. At the September 2021 Board Meeting the Board approved a contract with GSI to act as an interim District Engineer on an as-needed/ task basis.

At the August Board meeting, an RFP for District Engineering services was approved and released, the RFP was sent to firms directly, noticed in the paper, and listed at the plan rooms and at CSDA.

The RFP for District Engineering closed on September 24<sup>th</sup> with two companies providing proposals. Those companies are Water Systems Consultants (WSC) and Diversified Project Services International (DPSI), both of which operate out of San Luis Obispo.

Both firms provide the type of general engineering services which the District utilizes, however based on responses to the RFP, supplemental questions, and their prior work, WSC is able to provide the services that the District is looking for and their rates are reasonable for the market.

Some of the more pertinent services that WSC would provide directly are related to work in the Paso Robles Groundwater Basin, recycled water, grant writing, work with state and federal agencies (USDA/ CCRWQCB/ DWR/ DDW/ DFA/ EPA).



DPSI indicated that they would be looking to partner with another local firm to provide these services.

Due to the limited staffing at the District, we are looking for a firm that can provide the most comprehensive service without needing to outsource to another firm for tasks that the District needs on a regular basis.

DPSI does provide lower hourly rates. However, if they need to outsource for regularly needed tasks then we are not only paying DPSI rates to work with another firm, but also would be paying the other firm's rates to actually perform the work, plus potentially some "markup" by DPSI, which may result in a significant increase in the cost for engineering services to the District.

WSC has higher rates but given that they provide more in-house services, thus the overall cost likely would be less.

If the Board agrees with the assessment provided, then the goal would be to get WSC on board as soon as possible to keep on track with projects in progress. Notice would then be given to GSI to discontinue their interim general engineering services so as to provide seamless service to the District's engineering needs.

Approval of Resolution 2021-26 will authorize the Director of Utilities to contract with WSC for engineering, hydrology, and project management services. The Director of Utilities will work with Legal Counsel to issue a EJCDC contract for professional services to WSC.

PREPARED BY:

Kelly Dodds

Director of Utilities

Attachment:

1. Resolution 2021-26
2. Proposal from Water Systems Consultants (WSC)
3. Proposal from Diversified Project Systems International (DPSI)



**RESOLUTION No 2021-26**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT  
APPROVING A CONTRACT FOR PROVIDING PROFESSIONAL ENGINEERING,  
HYDROLOGIST AND PROJECT MANAGEMENT SERVICES TO WATER SYSTEMS  
CONSULTING INC (WSC).**

**WHEREAS**, the San Miguel Community Services District (“the District”) desires to employ the services of Water Systems Consulting (“WSC”) to provide professional engineering, hydrologist and project management services pursuant to the specifications and requirements as delineated in the District’s circulated Request for Proposal; and

**WHEREAS**, WSC desires to be engaged by contractual agreement for the specified professional and management services related to the operation of District services, provide professional engineering services as specified and required by the District; and

**WHEREAS**, WSC desires to be engaged by contractual agreement for these specified professional engineering and management services as set forth in the District’s Request for Proposal (RFP) document used to solicit the selected bid provided by WSC; and

**THEREFORE, BE IT RESOLVED**, by the Board of Directors of the District does hereby resolve the following:

1. To award a contract to WSC to serve as District Engineer and provide professional engineering, hydrological and project management services as specified and as may be required by the District based on their September 2021 hourly rate schedule.
2. The District’s Director of Utilities is hereby authorized to execute an agreement on behalf of the San Miguel Community Services District.

Signatures on following page

On the motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_ and on the following roll call vote, to wit:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAINING:**

the foregoing Resolution is hereby passed and adopted this 28<sup>th</sup> day of October 2021.

\_\_\_\_\_  
Raynette Gregory, Board President

**ATTEST:**

**APPROVED AS TO FORM AND CONTENT:**

\_\_\_\_\_  
Rob Roberson, Interim General Manager

\_\_\_\_\_  
Douglas L. White, District General Counsel


**2021 Classifications and Rates - San Miguel CSD District Engineering**

	Hourly Rate
<b>Engineers / Project Managers / Planners / Hydrogeologists</b>	
Engineering Intern	\$ 120.00
Assistant	\$ 140.00
Staff I	\$ 150.00
Staff II - <i>Aaron Morland</i>	\$ 160.00
Staff III	\$ 170.00
Associate I - <i>Heather Freed, Kendall Stahl, Haley Lehman</i>	\$ 180.00
Associate II - <i>Justin Sutton</i>	\$ 185.00
Associate III - <i>Michael Goymerac, Jasmine Diaz</i>	\$ 190.00
Senior III - <i>Michael Cruikshank, Justin Pickard</i>	\$ 200.00
Principal I - <i>Daniel Heimel</i>	\$ 205.00
Principal II - <i>Joshua Reynolds, Dylan Wade</i>	\$ 215.00
<b>Outreach and Communications</b>	
Communications Support II - <i>Nina Thoming</i>	\$ 140.00
<b>CAD / Design Services</b>	
Technician/Designer II - <i>Chris Durbin</i>	\$ 140.00
Technician/Designer III - <i>Paul D'Santi</i>	\$ 160.00
<b>Inspection Services</b>	
Inspector (Prevailing Wage)	\$ 175.00
<b>Administrative Services</b>	
Administration/Clerical III - <i>Kay Merrill</i>	\$ 130.00

**Other Expenses**

10% mark-up on direct expenses; 15% mark-up for sub-contracted services

Standard mileage rate \$0.57 per mile (or current Federal Mileage Reimbursement Rate)

Rates are subject to revision as of July 1 each year, beginning in July 2022. Rate increase will be limited to 5% per year.



September 24th, 2021

**Mr. Kelly Dodds**  
**Director of Utilities**

San Miguel Community Services  
 District  
 PO Box 180  
 or 1150 Mission Street  
 San Miguel, CA 93451 1150

**WSC San Luis Obispo**

805 Aerovista Place  
 Suite 201  
 San Luis Obispo, CA 93401  
 P | (805) 457-8833  
 F | (805) 888-2764

Dear Mr. Dodds,

Preparing costs for on-call district engineering services is challenging since we are trying to estimate annual costs without knowing what awaits. We have found that projecting these costs is a question that can only be answered by spending time working with your agency. We have provided some examples of what we have charged others in the past below. If you have specific work items in mind, we can talk through costs of other services.

At WSC we bill our time on an hourly basis, very occasionally performing work on a lump sum basis. For this type of service (general on-call work) we prefer to bill on an hourly basis (to the nearest quarter hour), otherwise we run the risk of over or under-charging for our services. Our hourly rate sheet is attached.

We don't expect to be handed a "blank check." We find it helpful to establish a not-to-exceed budget for a defined scope of work, and to then monitor performance against that budget. We would like to set a fiscal year 2021-2022 (FY21-22) budget for district engineering services. To do this, we work collaboratively with the District to establish a baseline expectation for meeting attendance, plan check, CIP management, and other services anticipated in FY21-22. This budget can be based on the historic level of effort of the previous District Engineer and anticipated future activities. We will monitor performance against the budget and amend if needed.

**Example Service Fees.** In the 6 years we have provided Big Bear City CSD District Engineering Services, we have spent as little as \$8,000 for a fiscal year on general district engineering services. But some years we have spent more as additional services and support were requested. One year we prepared a lift station rehabilitation design using the on-call district engineering budget, so we spent about \$45,000 that year. More typically we have spent about \$10,000 to \$12,000 per year doing general district engineering work which includes plan review, annual rate updates, water and sewer service feasibility studies, record drawing preparation, and providing engineering support for District performed work. However, this doesn't include many in-person meetings.

We recommend that some work items only be performed after preparing a detailed scope of work and fee estimate to set expectations and establish a clear understanding of the work to be performed and the desired deliverables. This is preferable for complex projects such as master planning, detailed design services, or construction management. Our fee for this type of work is competitive with the market.

**Cost savings measures.** We strive to be efficient with our time and fair with our billing. Some ways we can help keep costs down include:

- When possible, meetings can be scheduled concurrent with other work so that travel time and costs can be shared between one or more projects.
- WSC is well versed in virtual meetings, limiting in person meetings will reduce time spent traveling. Additionally, our headquarters are in San Luis Obispo, so when in person meetings are required the travel time is limited.
- We will work with the District to create customized templates and checklists, based on our internal standards, to simplify routine work items.
- The best cost saving measure is hiring bright, energetic, experienced engineers. Our people work hard on your behalf and take pride in bringing our clients the value they deserve.

Continued



September 24th, 2021

Mr. Kelly Dodds  
Director of Utilities

Page 2

WSC has experienced continual growth over the life of the company, we do this by focusing on driving value for our clients. Engineering fees are typically a small fraction of overall project costs, so although we strive to keep our rates and fees reasonable, we find it more cost effective for our clients, and their rate payers. We have found the greatest value is to spend the time preparing clear plans and specifications, considering project objectives and desired outcomes, reviewing constraints and opportunities, and focusing on finding grant and funding opportunities. It has been our experience that trying to save on engineering can increase costs of the final project by ten times or more. So, we aim for reasonable fees that are adequate to deliver the right project for our clients.

Sincerely,  
Water Systems Consulting, Inc.

A handwritten signature in black ink, appearing to read 'Josh Reynolds', written in a cursive style.

**Josh Reynolds** <sup>PE</sup>  
Contract Manager | Vice President


**2021 Classifications and Rates - San Miguel CSD District Engineering**

	Hourly Rate
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Engineering Intern	\$ 120.00
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Staff III	\$ 170.00
Associate I - <i>Heather Freed, Kendall Stahl, Haley Lehman</i>	\$ 180.00
Associate II - <i>Justin Sutton</i>	\$ 190.00
Associate III - <i>Michael Gaymerac, Jasmine Diaz</i>	\$ 200.00
Senior I	\$ 220.00
Senior II - <i>Joseph Kingsbury</i>	\$ 230.00
Senior III - <i>Michael Cruikshank, Justin Pickard</i>	\$ 245.00
Principal I - <i>Daniel Heimel</i>	\$ 255.00
Principal II - <i>Joshua Reynolds, Dylan Wade</i>	\$ 285.00
Principal III	\$ 320.00
<b>Outreach and Communications</b>	
Communications Support I	\$ 125.00
Communications Support II - <i>Nina Thoming</i>	\$ 140.00
Communications Support III	\$ 165.00
Outreach Specialist/Facilitator I	\$ 180.00
Outreach Specialist/Facilitator II - <i>Haili Matsukawa</i>	\$ 230.00
Outreach Specialist/Facilitator III	\$ 275.00
<b>CAD / Design Services</b>	
Technician/Designer I	\$ 125.00
Technician/Designer II - <i>Chris Durbin</i>	\$ 140.00
Technician/Designer III - <i>Paul D'Santi</i>	\$ 160.00
<b>Inspection Services</b>	
Inspector I	\$ 130.00
Inspector II	\$ 145.00
Inspector III	\$ 170.00
Inspector (Prevailing Wage)	\$ 175.00
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Administration/Clerical III - <i>Kay Merrill</i>	\$ 145.00

**Other Expenses**

10% mark-up on direct expenses; 15% mark-up for sub-contracted services

Standard mileage rate \$0.57 per mile (or current Federal Mileage Reimbursement Rate)

Rates are subject to revision as of January 1 each year.



# DISTRICT ENGINEERING



**SAN MIGUEL COMMUNITY SERVICES DISTRICT**





September 24th, 2021

Mr. Kelly Dodds  
Director of Utilities

San Miguel Community Services  
District  
PO Box 180  
or 1150 Mission Street  
San Miguel, CA 93451 1150

**WSC San Luis Obispo**

805 Aerovista Place  
Suite 201  
San Luis Obispo, CA 93401  
P | (805) 457-8833  
F | (805) 888-2764

Dear Mr. Dodds,

Water Systems Consulting, Inc. (WSC) is excited for the opportunity serve San Miguel Community Services District (District) with District Engineering services.

WSC is a civil and environmental engineering firm that specializes in the management, planning, design, and construction of water, groundwater, recycled water, and wastewater systems. WSC distinguishes itself and builds lasting client relationships by emphasizing the importance of client service and by providing value-added solutions.

As the proposed District Engineer, I will help the District bring value to its customers by providing skilled engineering to complete your day-to-day projects, guide planning, and deliver capital improvements. The District will benefit from my years of experience providing district engineering, on-call, and extension of staff services. Located in our San Luis Obispo office, I will provide responsive service and actively engage as a collaborative and flexible partner with the District.

WSC has the expertise and depth of resources to support the District's needs including planning, hydraulic modeling, plan checking, design funding support, regulatory support, asset management, stakeholder outreach, strategic communications, and more. WSC has supported over 50 clients in similar as-needed arrangements, including serving as extension of staff working in our clients' offices. We understand what it takes to successfully address specific standards and protocols, leverage existing tools, communicate effectively to gain internal and external support, and execute on a variety of municipal needs.

We approach all projects, no matter the size, with a holistic mindset that considers value, return on investment, and long-term impacts related to operations, maintenance, cost, and safety. Our clients value our role in their success, and speak to why WSC is a standout partner, especially as an on-call provider. Included in this document are testimonials and contact information for some of our clients.

Selecting WSC as an on-call engineering partner will provide the District with a flexible and responsive resource that can seamlessly integrate with your staff to implement projects. If you have any questions or would like clarification on any aspect of our proposal, please feel free to contact me by email at [jreynolds@wsc-inc.com](mailto:jreynolds@wsc-inc.com) or by phone at (805) 457-8833 ext 107.

Sincerely,  
Water Systems Consulting, Inc.

A handwritten signature in black ink, appearing to read 'Josh Reynolds', written over a white background.

**Josh Reynolds PE**  
Contract Manager | Vice President

# Proposal Sections

## Section 1

Overview of Firm

## Section 2

District Engineer and Team

## Sections 3, 4, 5 and 6

Conflicts of Interest

Proprietary Information

Insurance and Other Requirements

Compensation

## Section 7

Signature and Acceptance of Conditions

# WSC is Your Trusted Engineering Partner

WSC is a full-service engineering firm with significant and valuable experience working collaboratively with municipal agency teams to address challenges large and small.

WSC has supported more than 55 municipal agencies and special districts in California through on-call and extension of staff engineering services.



## Partners

WSC will be a productive and supportive partner with the District in order to meet your project goals. We are on the forefront of collaborating with municipal agencies to develop and implement their water and utility visions through strategic planning, partnering approaches, regional opportunities, regulatory strategies, and proactive funding approaches.

Josh Reynolds is proposed as your District Engineer. Josh will be supported by an as-needed team that combines deep technical knowledge of local conditions, a One Water philosophy, and communication and stakeholder engagement expertise to deliver compelling, relevant solutions to our clients and the communities they serve.

## Experience that matches the District's needs

Our team of engineers, planners, hydrogeologists, construction professionals, and funding and communications specialists are highly qualified and able guide the District and manage your projects from conception through construction and start up. Our company and team experience in the services areas anticipated for the District, is summarized on the following pages.

 Relationships First

 CA Municipality Focused

 Local Team, Local Knowledge

 Unrelenting Performance

## Who We Are

WSC has supported more than 55 water clients in California through extension of staff and on-call contracts, and we thrive in these roles. Our success at delivering value to, and building trusting relationships with clients is represented by the number of clients who select WSC to be an on-call provider year after year.

Our team of engineers, planners, hydrogeologists, construction professionals, and funding and communications specialists are highly qualified and able to guide the District's projects from conception through construction and start up.

**WSC** has a broad background in public works and utilities engineering disciplines and their staff are responsive, capable, and accessible. I would highly recommend WSC as an on-call engineering firm."

— Mr. David Hix  
Deputy Director - Wastewater  
City of San Luis Obispo

# WSC is a Full-Service Engineering Provider

The District will benefit from WSC's 14+ years of experience providing extension-of-staff, master services agreements, and on-call engineering services to municipal utilities across California. This includes experience in the following services lines:

## PLANNING

- Project Development: Alignment Studies, Feasibility Studies, Alternatives Analyses
- Supply and Demand Analyses
- Condition Assessment
- Hydraulic Modeling
- Master Plans and Facilities Plans
- Urban Water Management Plans
- America's Water Infrastructure Act
- Sewer System Management Plans

## CONSTRUCTION MANAGEMENT

- Constructability Review
- Value Engineering
- Construction Administration
- Resident Engineering
- Inspection
- Risk Mitigation
- Start-Up and Commissioning
- Project Labor Agreements

## HYDROGEOLOGY

- Production, Monitoring, and Injection Well Services
- Well Siting, Design, Construction, and Rehabilitation
- Groundwater Modeling
- Staff Extension
- Water Quality Analyses
- Groundwater Sustainability Plans
- Basin Analysis and Characterization

## DESIGN

- Rehabilitation and Replacement
- Pipelines and Associated Infrastructure
- Tanks and Reservoirs
- Lift Stations
- Booster Pump Stations
- Water and Wastewater Treatment Facilities
- Wellhead Treatment Facilities
- Engineering Services During Construction
- CAD Drafting

## OPERATIONS

- Compliance Support
- Facility Optimization
- Staff Extension
- Troubleshooting
- Fats, Oils, and Grease Programs
- Pilot and Demonstration Facilities
- Consultant/Contractor Liaison
- Staffing Plans

## COMMUNICATIONS & OUTREACH

- Stakeholder Communications
- Public Outreach
- Outreach Material Content and Design
- Meeting Facilitation
- Strategic Planning
- Brand Development
- Funding and Regulatory Outreach
- Sustainable Groundwater Management Act Outreach Compliance

## Civil Engineering, Plan Checking, Development Review and Coordination, and

### Capital Project Management

Proposed District Engineer, Josh Reynolds brings 21 years of expertise in municipal infrastructure planning, design, and construction administration. In addition he brings experience working for the District and serving clients in similar city/district engineering and management roles.

### Select District Engineering Experience for Josh Reynolds

- Assistant District Engineering Services, San Miguel Community Services District, CA. Assisted District Engineer. Reviewed improvement plans, evaluated water and sewer systems for proposed development prior to issuing will serve letters, prepared preliminary engineering report for water storage tank, and coordinated relocation of water main across bridge.
- City Engineering Services, King City, CA. City Engineer. Responsible for plan checking; coordinating/enforcing conditions of approval; consultation for operations and maintenance of sewer collection and treatment, storm drain, and street facilities; development of standard specifications and drawings; review of proposed ordinances; and existing facility condition review and capacity assessment.
- Development Review, Plan Check, and Inspection, Nipomo Community Services District, CA. Project Manager/Project Engineer. Performed development plan reviews to enforce District standards; updated Standards and Specifications; designed infrastructure projects. Inspected improvements and prepare inspection reports for the District.

### Funding

WSC has secured over \$240M in grants and low interest loans for our clients, including more than \$62M has been secured through USDA funding.

Our team is up-to-date on current funding opportunities, including grants, and are actively involved in securing funding for client projects, providing assistance in the project delivering phases, and with documentation and reporting for state and federally funded projects. Our team will use this experience and expertise to identify additional funding for the District, and recommend project goals or elements that best match grant criteria. We will assist with grant research and application submittals as desired by the District.

### Expertise with USDA Funding

WSC has significant experience working with USDA to deliver projects for small communities throughout California. USDA is a great funding partner for small rural agencies. USDA's rates can't be beat and they have the potential to open the door to other grant and funding options. However, navigating the USDA process is challenging.

### As-Needed District Engineering, Big Bear City CSD

Josh Reynolds' responsibilities as District Engineer include plan checking of improvement plans submitted by developers; consultation for operations and maintenance of water and sewer facilities; development of standard specifications and drawings; review of proposed ordinances; updating water and sewer connection fees; existing facility condition review; and the design and construction administration of a gallery well expansion.



WSC prepared design plans and technical specifications, provided permitting support, and bid phase and construction management services for the Peter Pan Area Phase 1 and 2, and Sheridan Drive Water Main Replacement projects. These projects include the replacement of approximately 10,000 LF of small diameter mains with 8-inch diameter PVC pipelines.

**Reference:** Nathan Zamorano, Wastewater Superintendent, and Jerry Griffith, Water Superintendent, Big Bear City Community Services District. P | (909) 585-25658

### Project Funding from



WSC has assisted clients in securing \$62M+ in USDA funding for water and wastewater projects, including funding and implementation for Big Bear Lake Department of Water and Power, San Lorenzo Valley Water District, and Cayucos Sanitary District's Cayucos Sustainable Water Project.

Our team understands how to navigate funding challenges including using the Engineers Joint Contract Documents Committee (EJCDC) Front End documents, verifying that rates will support ongoing operations and loan payment; preparing a Project Engineering Report with alternatives analysis and project justification; engaging with USDA for milestone plan checks; and routinely reporting out project progress and status.

We have the experience and skills to keep the USDA funding process from delaying projects. We know what the USDA project engineer is looking for in submittals, and we have built trusted relationships with USDA staff.

## Planning

WSC provides a wide range of on-call planning services to our clients, including hydraulic modeling and analysis; alternatives evaluation; conceptual and preliminary design; cost estimation; master planning; and more.

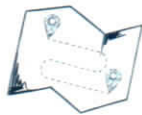
WSC has prepared numerous Facilities Planning Studies, hydraulic models, and more than 65 Urban Water Management Plans. We collaborate with our clients to ensure they are informed and their needs are being met. We also prepare robust and defensible documentation that can be utilized in budgeting cycles to provide clear prioritization and reliable cost estimates.

We understand the value and importance of local resource development to reduce reliance on imported supplies. Water resource management strategies in California are evolving to include many more variables and operational scenarios. Our team's experience will provide insights into opportunities and approaches to bring near- and long-term value to the District, delivering planning documents that:

- Identify and plan for near- and long-term capital improvement projects
- Integrate groundwater strategies
- Identify and plan for reuse alternatives
- Collaborate with regional efforts
- Match funding and project opportunities

## Delivered

# 350+



## Water Planning Projects

MASTER PLANNING, CAPITAL IMPROVEMENT PLANNING  
HYDRAULIC MODELING FOR WATER, GROUNDWATER,  
RECYCLED WATER, AND COLLECTION SYSTEMS

## As-Needed Planning and Modeling Services for Otay Water District

WSC has partnered with the Otay Water District since 2014, providing water planning and hydraulic modeling on over 30 on-call task orders.



Example services include, validating and calibrating a new InfoWater model, synchronizing data between the GIS database and the model, performing fire flow analysis for developments, using the model to generate system curves for temporary pumping operations, and training District operations staff on potential uses for the hydraulic model.

A key concern was maintaining consistency in fire flow calculations that were provided to developers over time. WSC maintained a geo-referenced database of all fire flow requests received and the responses prepared. The database reduced budget by leveraging past work to efficiently complete requests and maintain fire flow calculations consistency.

**Reference:** Stephen Beppler, Project Manager -Water/Wastewater. P | (619) 405-0713

## Groundwater Planning and Facilities

WSC's hydrogeologists have significant experience working on various groundwater projects including monitoring network optimizations, planning of monitoring and reporting plans, water quality evaluations, well siting, and preparation of technical specifications.

Our hydrogeology team includes Professional Geologists (PG), Certified Hydrogeologists (CHG), and Professional Engineers.

## Paso Robles Groundwater Basin

WSC is leading the preparation of the San Luis Obispo Groundwater Basin, Groundwater Sustainability Plan (GSP), for San Luis Obispo County. This work includes existing relationships with County staff working on both the San Luis Obispo and Paso Robles GSPs.

Proposed District Engineer, Josh Reynolds, is currently monitoring efforts in the Paso Robles Basin, as the City of Paso Robles is both a member of this GSA and an existing and long-term client of Josh's.

## NPV Desalter Program and Construction Management, City of Camarillo

For two years, WSC successfully completed a variety of small projects as an extension of City staff on an on-call basis—building knowledge, relationships, and trust.

WSC is serving as the program manager and construction manager for the City's North Pleasant Valley Groundwater Desalter Project (NPV Desalter). WSC has managed the program from preliminary design through permitting, funding, detailed design, and construction.

WSC has helped the City procure the design engineer and performed design review, negotiated the property purchase, annexed County land into the City, managed permitting efforts, and are now successfully acting as the construction manager to construct the facility on time and under budget.

**WSC helped the City secure over \$15 million in grant funding for the project along with Local Resource Funding from MWD, which was instrumental in making the project financially feasible.**

**Reference:** Ms. Lucie McGovern, Deputy Director of Public Works, City of Camarillo. P | (805) 388-5334



## As-Needed Extension of Staff Hydrogeologist, Eastern Municipal Water District (EMWD)

Since 2019, WSC has been providing as-needed services to EMWD on a variety of groundwater-related projects, including the Perris II Reverse Osmosis Treatment Facility (ROTF), Lakeview Subbasin Recharge, West San Jacinto Groundwater Management Plan, Perris North Basin Groundwater Contamination Protection and Recovery Program (Perris North), Mountain Avenue West Recharge Facility monitoring wells, and well projects.

Assigned tasks completed by WSC include full service support for well drilling, reviewing draft technical production and monitoring well specifications, contractor and equipment supplier/vendor cost proposals, request for information and submittals from drilling and pumping contractors, recommended final design for new wells, recommended well performance test parameters, surveyed new and existing wells, and reviewed of draft standard CAD drawings for above- and below-ground surface monitoring well completions.

**Reference:** Ms. Rachel Gray, Water Resources Planning Manager. P | (951) 928-3777, x-4514



## Treatment and Recycled Water

WSC is a leader on the Central Coast for the planning, design, and implementation of wastewater and water treatment projects. Our experience includes designing greenfield facilities, preparing facility plans for future treatment plant upgrades, and providing program management services for complex upgrades to existing facilities. WSC has a Grade V Wastewater Treatment Plant Operator on staff and two Grade II Water Treatment Operators who serve as liaisons between operations and engineering, and support clients in the operation and maintenance of their treatment facilities.

### Water Resource Recovery Facility, City of San Luis Obispo



WSC is serving as Program Manager for a \$156 million upgrade to the City of San Luis Obispo's Water Resource Recovery Facility (WRRF). The project will enable the City to meet new NPDES permit limits for discharge into an environmentally sensitive creek. As Program Manager, WSC is leading negotiations with the State Water Resources Control Board on implementing the Time Schedule Order (TSO), and building regulatory support for external funding through the Clean Water State Revolving Fund. WSC is helping to guide an implementation strategy that will sequence construction to meet NPDES requirements.

**Reference:** Mr. David Hix, Deputy-Director Wastewater.  
P | (805) 781-7205

## Construction Management (CM) and Resident Engineering

WSC is recognized for differentiated CM and construction support services that lead to added value, timely completion, and high-quality products. Our team of CM specialists has delivered all levels of support from construction administration on an as-needed basis, to dedicated on-site CM on complex multi-million dollar capital improvement projects. In recent years, we have supported more than 40 CM projects totaling approximately \$1.5 billion in California alone.

Our CM staff differentiates itself by being highly skilled, collaborative, and forward-thinking. We know how to reduce risks, bring innovative and creative approaches, and manage costs. Our team includes proven CM leaders that have worked within public agencies, directly leading capital improvement programs, and managing projects from concept through completion and successful start-up. This owner's perspective translates to a unique passion for project deliveries that recognize the importance of building productive relationships through each phase of project development.

### Construction Management for Water System Improvement Projects, Big Bear Lake Department of Water and Power, CA

Since 2010, WSC has assisted to develop and implement a more than \$33 million comprehensive water system improvement program, including acquiring \$32.2 million in USDA and USEPA funding support.

WSC provided design and/or construction management services for many of the completed projects, which included a new 1,500-foot, 12-foot wide paved access road; approximately 36,000-LF of pipeline; a 1 MG reservoir; a booster pump station; and the drilling and equipping of multiple wells. WSC prepared front end contract documents for existing bid packages to comply with USDA funding requirements, provided Caltrans permitting support, and assisted in identifying and preparing funding application packages.

WSC is currently providing CM services on the Sawmill Well Pumping Plant Project and is designing more than 12 miles of water main as part of the 2018 USDA Pipeline Replacement Project.

WSC has helped BBLDWP implement nearly \$33 million in water system capital improvement projects. To do this, WSC has developed funding applications that provided BBLDWP with more than \$33 million in grants and low-interest loans from several funding sources, including the USDA Rural Development Water and Environment Program.

**Reference:** Mr. Reginald Lamson, General Manager. P | (909) 866-5050, ext. 201





## WSC Excels in Coordinating and Negotiating with the Regional Board

We approach collaboration and coordination with regulatory agencies such as the Regional Water Quality Control Board (RWQCB) and Department of Water Resources openly, focused on science and regulatory compliance, in order to represent our client's best interest. Early engagement with agencies creates both time and space for regulatory staff to understand the District and for the District to address their concerns. By building open and collaborative relationships with regulatory staff early, and by addressing their concerns through the adaptation of our work efforts, we will negotiate the best possible outcomes for the District.

We have worked on numerous reclaimed water and wastewater treatment projects requiring significant permitting and coordination efforts including Big Bear's Replenish Big Bear recycled water and lake recharge project, Pismo Beach's Central Coast Blue groundwater recharge project, and the City of San Luis Obispo's PCE Plume Characterization Study. The following are descriptions of two additional projects where our proactive engagement with the Regional Board saved our clients time and money.



**City of San Luis Obispo WRRF, Time Order Schedule (TSO).** The City of San Luis Obispo Utilities Department and WSC worked with Regional Board staff to modify and extend two critical regulatory requirements.

The first regulatory item was negotiating extensions to the City's TSO which required meeting disinfection by-product limitations in their plant effluent. The second item was working with Regional Board staff to reduce monitoring frequency during construction, as required in the Monitoring and Reporting Program (MRP). The San Luis Obispo WRRF Upgrade Project was initiated during their prior TSO as it was set to expire during construction of the new facility. WSC lead the negotiation effort with the Regional Board to successfully combine both issues into a 6-month TSO extension with reduced monitoring frequency while construction was underway.

*These changes were estimated to save the City over \$100,000 a year in violation fees. The changes also fostered goodwill between the Regional Board and the City because the Regional Board appreciated the proactive, reasonable, and transparent approach we used in our negotiations.*



**Cayucos Sanitary District (CSD) NPDES Permit.**

In our role as Owner's Agent, WSC completed the required permitting applications and led the permitting effort for the Cayucos Sustainable Water Project. We began discussions with the Regional Board early in the planning process and were able to define key effluent parameters prior to initiating detail design which increased design efficiency and accuracy. Based on input from Regional Board staff, we included Title 22 permitting and reclaimed water production requirements in the NPDES permit so that if reclaimed water is brought online in the future it can be done administratively through an engineering report update. Towards the end of the process, the Regional Board pushed to include a 100% reclaimed water mandate in the CSD's permit, which was an unexpected addition and potentially a very expensive requirement for Cayucos.

*We were able to leverage our industry relationships and our collaborative partnership with Regional Board staff to negotiate a better and more reasonable outcome for Cayucos CSD.*

*We successfully negotiated removal of the 100% reclaimed water requirements and compromised on a more prudent approach of evaluating recycled water opportunities on an extended timeline.*

## Communications and Stakeholder Engagement

Members of our team support a broad spectrum of facilitation and communications projects, including branding, stakeholder evaluation, presentation support, and more. WSC's team of communications experts and knowledgeable technical leaders bring a unique blend of integrated expertise in facilitating important water conversations.

WSC's approach to facilitation and strategic planning relies on our technical expertise to drive conversations toward solutions that stakeholders unite behind. With this buy-in, our team works alongside you to craft guiding frameworks that your team is confident in using to guide important future decisions.

"We're currently partnering with WSC's integrated technical and communications team to develop our first strategic plan. They're building synergy and trust between the board, staff and constituents that is producing alignment on what is truly important for the continued success of our agency."

— Bob Tincher, Deputy General Manager,  
San Bernardino Valley Municipal Water District

# Why Select the WSC Team?

Our team has the expertise, resources, and commitment to provide the District with the high-quality, responsive engineering services that you expect and deserve. Here is what a few of our clients have to say about working with WSC.

"WSC is a company with integrity that I always have been able to count on the do the right thing. I can trust their work is technically correct, and that it addresses our needs, objectives, and all the issues required to get a project successfully completed"

— Mr. Rick Dalton

Director of Engineering, Liberty Utilities - Park Water

"WSC has been instrumental in assisting in identifying, pursuing and obtaining grant funding. They have worked closely with the funding agencies and our staff to determine funding eligibility and to develop strategies to maximize the amount of grant and low interest loan funding obtainable for the project."

— Mr. Rick Koon

General Manager, Cayucos Sanitary District

"WSC is responsive, professional, and always willing to help. I am impressed by their technical knowledge and ability to solve complex problems. They put in the extra work to meet deadlines and accommodate emergency requests. I look forward to working with them again on future projects."

— Ms. Candace Coleman

Project Manager, California American Water

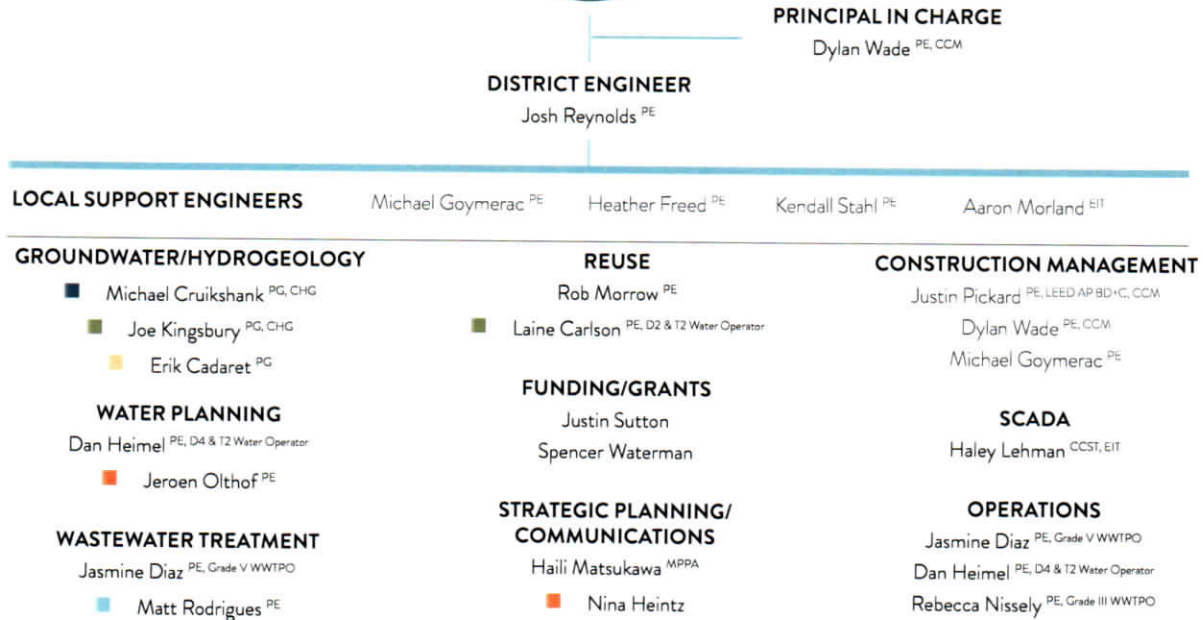
# District Engineer and Team

Meet Our Team, Insightfully Led and Responsive

WSC's team is organized to efficiently deliver District Engineering services. As District Engineer, Josh will assess needs and required support, and delegate work accordingly. The four local support engineers work out of WSC's San Luis Obispo office and bring different backgrounds and experience to support the District.

This allows the District to receive cost effective specialized support with capital projects, water and sewer modeling, water and wastewater treatment, development review and coordination, and construction management. For larger and more complex projects, WSC has a full team of over 50 engineers and planners available to support Josh and the District. We look forward to building the right team to support your varied needs.

Brief, one page resumes are provided on the following pages for key staff. Resumes available for all staff members upon request.



## Team Location

Unless otherwise noted, using the key below, all proposed staff are located in WSC's San Luis Obispo office at, 805 Aerovista Place, Suite 201, San Luis Obispo, CA 93401

- WSC San Diego, 9815 Carroll Canyon Rd. Suite 205, San Diego CA 92131
- WSC Rancho Cucamonga, 9375 Archibald Ave., Suite 200, Rancho Cucamonga, CA 91730
- WSC Orange County, 23232 Peralta Drive, Suite 215, Laguna Hills, CA 92653
- WSC Temecula Valley, 32395 Clinton Keith Road, Suite A206, Wildomar, CA 92595
- WSC Sacramento, 2330 East Bidwell Street, Suite 110, Folsom, CA 95630

# Joshua Reynolds<sup>PE</sup>

## DISTRICT ENGINEER

Josh is a Principal Engineer with 21 years' expertise in pipeline design, hydraulic analysis, pump station design and analysis, construction administration, municipal and district engineering, and water and sewer system planning. His experience allows him to identify and analyze initial project concepts, prepare construction documents, and monitor construction of the project through project completion. Josh's hands-on approach allows him to work collaboratively with clients to find the best solution tailored to each specific problem.

## REPRESENTATIVE PROJECTS

### **District Engineering, San Miguel Community Services District, CA. Project Engineer.**

Assisted District Engineer by reviewing improvement plans submitted by developers, and evaluating water and sewer system capacity to serve proposed development prior to issuing will serve letters. Additional engineering projects included: River Road Bridge Waterline Crossing, Preliminary Engineers Report for San Miguel Tank and Transmission Main, and Water and Wastewater Master Plans.

### **District Engineering Services, Heritage Ranch CSD, City of Paso Robles, CA. District Engineer.**

Responsible for providing domestic water and sewer service. Includes plan checking of improvement plans; consultation for operations and maintenance of water and sewer facilities; development of standards; review of proposed ordinances; updating water/sewer connection fees; and the design and construction administration of a gallery well expansion.

### **City Engineering Services, King City, CA. City Engineer.**

Responsibilities include plan checking of improvement plans and subdivision maps; coordinating/enforcing conditions of approval for tentative tract maps and other proposed developments; consultation for operations and maintenance of sewer collection and treatment, storm drain, and street facilities; review of proposed ordinances; and existing facility condition review and capacity assessment.

### **Development Review, Nipomo Community Services District, Nipomo, CA. Project Manager/ Project Engineer.**

Reviewed proposed development plans for compliance with District standards; updated District Standards and Specifications, designed Hetrick Avenue waterline upgrades; and assessed capacity of the Black Lake Water Booster Station and recommended improvements.

### **Various Project, City of Paso Robles, CA.**

*Project Manager.* Project manager for a variety of projects including on-call services for the City. Example projects managed include:

- Main West Tank
- Sulfur Spring Pipeline Rehabilitation Project
- Lift Station #4 Replacement
- River Road Sewer Upgrade
- Wastewater Treatment Plant Grit Chamber Air Piping Replacement
- Bar Screen Replacement
- Preliminary Design of Sewer Extensions to the Airport Area

### **On-Call Construction Management Services, City of Morro Bay, CA. Resident Engineer.**

Performed on-call construction management services for several of the City's water and wastewater infrastructure improvement projects including upgrades to two (2) of the City's sewer lift stations.



## EDUCATION

MS, Civil and Environmental Engineering, Cal Poly San Luis Obispo, CA

BS, Civil Engineering, California Polytechnic University, San Luis Obispo, CA

## CERTIFICATIONS

Professional Engineer - Civil, California, No. C65400

Professional Engineer - Civil, Oregon, No. 92927

Professional Engineer - Civil, Washington, No. 57917

"I am grateful that I have the life-long opportunity to apply thoughtful and creative solutions to problems big and small that support the health and well-being of the clients and communities I serve."

*Josh Reynolds*

# Michael Goymerac <sup>PE</sup>

## PROFESSIONAL EXPERIENCE

Michael is a Professional Engineer with 8 years of combined experience in the water and wastewater infrastructure design and construction. This includes new force and gravity pipelines, existing pipeline rehabilitation, storage tanks, recycled water system retrofits and permitting, water system automation retrofits, production groundwater wells, headworks, solids dewatering systems, reverse osmosis systems, and pump stations. He also has experience in hydraulic modeling, authoring grant applications, alternatives analysis, storm water resource plans, and regional water management plans. Michael has been involved in projects from planning through design and construction including project and construction management roles.

## REPRESENTATIVE PROJECTS

**City of Thousand Oaks, On-Call Engineering Services, Thousand Oaks, California.** *Project Engineer.* Performing on-call engineering services for the City of Thousand Oaks which included providing design services for the Conejo North Waterline Rehabilitation Project. The project includes rehabilitation of nearly 1,230 LF of welded steel pipe with cured-in-place pipeline (CIPP) and replacement of over 100 LF of pipeline with new 12-inch concrete mortar lined and coated welded steel pipe. The use of CIPP in this segment of the water infrastructure provides a solution to a site with unique land use and physical constraints.

**City of Camarillo, Engineering and Project Management Support, Camarillo, California.** *Project Engineer.* WSC assists the City of Camarillo in an on-call capacity with a number of recycled and potable water system related projects. Mr. Goymerac has engaged in two projects with the City: reverse osmosis (RO) system evaluation and implementation of an advanced metering infrastructure (AMI) project. As part of the RO system evaluation, Mr. Goymerac prepared a brief technical memorandum summarizing the costs and design considerations for implementing a small-scale RO system to increase water quality for several key recycled water users. As a part of this evaluation Mr. Goymerac reached out to several RO system vendors to receive cost

and product information. Mr. Goymerac also assisted the City in implementing a \$2 million AMI project including assisting the City in preparation of a request for proposals for both a pilot-scale and full-scale implementation. He reached out to numerous AMI vendors.

**Los Osos Community Services District, South Bay Well Transmission Pipeline, Los Osos, California.** *Project Manager and Engineer of Record.* Assisted LOCSD in preparing construction documents for a new 8-inch transmission main that ties into the existing South Bay Well discharge pipe and runs approximately 2,330 feet west until it connects to the main zone. Oversight for team responsible for generating design plans, technical specifications, construction cost estimates, potholing and utility investigation efforts, surveying, and bid chase services.

**Cayucos Sanitary District, Cayucos Sustainable Water Project, Cayucos, California.** *Interim Resident Project Representative and Inspector.* Provided construction management as the client's interim onsite Resident Project Representative (RPR) for the construction of a new \$20.5 million 0.335 million gallon per day (MGD) water resource and recovery facility.



## EDUCATION

BS, Environmental Engineering,  
California Polytechnic University,  
San Luis Obispo, CA

MS (in progress), Civil &  
Environmental Engineering,  
California Polytechnic University,  
San Luis Obispo, CA

## REGISTRATIONS

Professional Engineer - Civil,  
California, No. 84894

## CERTIFICATIONS AND TRAINING

Construction Quality  
Management, USACE

40-hr HAZWOPER Certified,  
OSHA

8-hr HAZWOPER Supervisor,  
OSHA

First Aid and CPR certified

*"I enjoy being a part of and leading creative and diverse teams to solve our most complex water and environmental problems."*

*Michael Goymerac*

# Heather Freed <sup>PE</sup>

## PROFESSIONAL EXPERIENCE

Heather Freed is a Professional Engineer with over 5 years' experience in water and wastewater treatment and distribution systems. She has experience evaluating various hydraulic measures including headloss through pipes, hydraulic jumps, and groundwater pumping. Her knowledge includes groundwater contamination, water chemistry and water quality measurements, physio-chemical and biological water and wastewater treatment, and climate change and energy intensity analysis.

## REPRESENTATIVE PROJECTS

**Project Management Support, City of Camarillo, CA.** *Staff Engineer.* Performed hydraulic modeling analysis to evaluate seasonal demand fluctuations and operations in the water distribution system. Evaluated system operation and system hydraulic balance with a new desalter supply source serving the distribution system. Performed a seasonal analysis to determine recommend a desalter capacity to meet peak demands and utilize full desalter capacity in the minimum demand months.

**South Bay Well Site Water Transmission Main, Los Osos Community Services District, CA.** *Staff Engineer.* Prepared the design documents for the installation of approximately 2400 linear feet of new 8-inch PVC pipeline in the County Right of Way. The project included the preparation of design plans, technical specifications, engineer's opinion of construction cost, and permitting support.

**Comprehensive System Master Plan and Asset Management Program, San Antonio Water Company, Upland, CA.** *Staff Engineer.* Prepared a detailed database of the Company's infrastructure and evaluated facility condition and age that will result in a Master Plan which includes a comprehensive Asset Management Program. Supported the development and calibration of a new hydraulic model of the system in conjunction with GIS datasets to improve system operations and CIP development. Evaluating the capacity of the existing water system and identified improvements to meet demands, including fire flow, of the current and future population

Assessing current supply portfolio under multiple risk and resilience scenarios to understand system risks and develop recommendations to reinforce current supplies or develop alternative emergency supply sources.

**Water Master Plan, San Luis Obispo County Operations Center, San Luis Obispo, CA.** *Project Engineer.* Prepared a detailed database of the Company's infrastructure and evaluated facility condition and age that will result in a Master Plan which includes a comprehensive Asset Management Program. Updated the distribution system hydraulic model based on recent as-builts and calibrated the model using hydrant flow testing data. Evaluated the water system capacity including system pressure, fire flow, and velocity. Assessed the water system resilience, and recommended alternatives to improve operational flexibility and maintain system service with pipeline shutdowns or repairs.

**Water System Hydraulic Model, Camrosa Water District, Ventura, CA.** *Hydraulic Modeling Lead.* Developed and calibrated a hydraulic model of the Camrosa Potable Water System.

**Division Drive Lift Station Replacement Design, Big Bear City Community Services District, CA.** *Staff Engineer.* Prepared design plans and specification for the replacement of the Division Drive Lift Station.



## EDUCATION

MS, Civil and Environmental Engineering, Cal Poly, San Luis Obispo

BS, Environmental Engineering, Cal Poly, San Luis Obispo

## REGISTRATIONS

PE – Civil, CA, No. 89406

"Water is life, and I'm motivated to help our clients find creative solutions for their water resources to continue to provide clean, reliable, and affordable water to our communities."

*Heather Freed*

# Kendall Stahl <sup>PE</sup>

## PROFESSIONAL EXPERIENCE

Ms. Stahl is a Professional Civil Engineer with environmental engineering specializing in water and wastewater treatment design. She has experience in hydraulic analysis, pump station design and analysis, wastewater and wastewater treatment and water master planning. Her graduate studies focused on water security analysis, water demand management optimization, with an emphasis on characterizing the drivers of household water demand.



## REPRESENTATIVE PROJECTS

**Project Management Support, City of Camarillo, CA. Staff Engineer.** Performed hydraulic modeling analysis to evaluate seasonal demand fluctuations and operations in the water distribution system. Evaluated system operation and system hydraulic balance with a new desalter supply source serving the distribution system. Performed a seasonal analysis to determine recommend a desalter capacity to meet peak demands and utilize full desalter capacity in the minimum demand months.

**South Bay Well Site Water Transmission Main, Los Osos Community Services District, CA. Staff Engineer.** Prepared the design documents for the installation of approximately 2400 linear feet of new 8-inch PVC pipeline in the County Right of Way. The project included the preparation of design plans, technical specifications, engineer's opinion of construction cost, and permitting support.

**Comprehensive System Master Plan and Asset Management Program, San Antonio Water Company, Upland, CA. Staff Engineer.** Prepared a detailed database of the Company's infrastructure and evaluated facility condition and age that will result in a Master Plan which includes a comprehensive Asset Management Program. Supported the development and calibration of a new hydraulic model of the system in conjunction with GIS datasets to improve system operations and CIP development. Evaluating the capacity of the existing water system and identified improvements to meet demands, including fire flow, of the current and future population

Assessing current supply portfolio under multiple risk and resilience scenarios to understand system risks and develop recommendations to reinforce current supplies or develop alternative emergency supply sources.

**Water Master Plan, San Luis Obispo County Operations Center, San Luis Obispo, CA. Project Engineer.** Prepared a detailed database of infrastructure and evaluated facility condition and age that will result in a Master Plan which includes a comprehensive Asset Management Program. Updated the distribution system hydraulic model based on recent as-builts and calibrated the model using hydrant flow testing data. Evaluated the water system capacity including system pressure, fire flow, and velocity. Assessed the water system resilience, and recommended alternatives to improve operational flexibility and maintain system service with pipeline shutdowns or repairs.

**Replenish Big Bear, Big Bear Area Regional Wastewater Agency, Big Bear City, CA. Staff Engineer.** Prepared a facility site plan for the future upgrades of the wastewater treatment plant facility. Incorporated planned facility upgrades, operator preference for facilities, and a utility site plan.

**Water System Hydraulic Model, Camrosa Water District, Ventura, CA. Hydraulic Modeling Lead.** Developed and calibrated a hydraulic model of the Camrosa Potable Water System. Evaluated customer consumption and production data to determine a spatial demand for loading in the model.



## EDUCATION

MS, Civil and Environmental Engineering, University of Adelaide

BS, Environmental Engineering, California Polytechnic State University, San Luis Obispo

## REGISTRATIONS

Professional Engineer, Civil, CA No. 91431

"I am passionate about creating practical yet innovative water solutions for our communities and helping to make them a reality."

*Kendall Stahl*

# Aaron Morland <sup>EIT</sup>



## PROFESSIONAL EXPERIENCE

Aaron Morland is an Engineer-in-Training with environmental engineering experience in sewer hydraulic analysis, collection system design, sewer system management, water distribution system planning and design, indirect potable reuse, and funding support. His academic projects focused on wastewater treatment systems and potable and non-potable reuse technologies.

## REPRESENTATIVE PROJECTS

### **Big Bear Area Regional Wastewater Agency, Sewer System Management Plan Audit Workshop, Big Bear City, CA.**

*Staff Engineer.* Audited the Big Bear Area Regional Wastewater Agency Sewer System Management Plan for compliance with State and Regional Water Board Waste Discharge Requirements. Prepared and presented an interactive SSMP audit workshop to the Agency to identify deficiencies in the existing SSMP and efficiently gather operations information for the update. Leveraged our time with the Agency's through the workshop to determine the most cost and time-efficient process to update the SSMP as a team.

### **Wilson Street Pipeline Replacement, Mesa Water District, Costa Mesa, CA.**

*Project Engineer.* Provided design services for the Wilson Street pipeline replacement. The project included replacing approximately 4,400 linear feet of existing 12-inch CMLC water main with new 12-inch PVC pipeline along Wilson Street in Costa Mesa. Key consideration for the project included urban construction impacts, constructability of alignments while maintaining proper utility separation, and minimizing shutdowns in commercial and residential areas.

### **Cayucos Sanitary District, Sewer System Management Plan Audit, Cayucos, CA.**

*Staff Engineer.* Audited the Cayucos Sanitary District Sewer System Management Plan (SSMP) for compliance with State and Regional Water Board Waste Discharge Requirements. Identified additional areas of the SSMP to

update due to construction of a new Water Reclamation Facility. Drafted a Technical Memorandum to summarize the audit and provide guidelines for the District to update their SSMP.

### **Camarillo Sanitary District, Sewer System Management Plan Update, Camarillo, CA.**

*Assistant Engineer.* Incorporated feedback from the District on the Draft SSMP and WQMP updates previously prepared and delivered to the District by other WSC staff. Assisted in preparing a Final SSMP and WQMP update based on District comments. Determined bacteriological indicators required to be sampled for when a sewer system overflow discharges into various surface waters in the sewer collection system area, including estuaries and freshwater streams.

### **San Lorenzo Valley Water District, Funding and Financing Support, Boulder Creek, CA.**

*Staff Engineer.* Secured \$9.4 million in low-interest loan funding through the USDA Water and Waste Disposal Loan and Grant Program for water supply improvement projects.

### **San Lorenzo Valley Water District, Pressure Reducing Valve Replacement Project, Boulder Creek, CA.**

*Assistant Engineer.* Designed the replacement of six (6) pressure reducing valve stations throughout the Lompico Service Area of the District to reduce water losses from leaks and upgrade aging infrastructure. Prepared construction specifications and assisted in developing the plan set for the project.



## EDUCATION

BS, Environmental Engineering,  
California Polytechnic State  
University, San Luis Obispo

## PROFESSIONAL REGISTRATIONS

Engineer-in-Training -  
Environmental, California,  
No.166372

"I am passionate about ensuring that there is adequate supply available to serve all urban, agricultural and environmental water needs."

*Aaron Morland*



# Dylan Wade PE, CCM

## PRINCIPAL IN CHARGE / CONSTRUCTION MANGEMENT

Dylan Wade is a professional engineer with over 22 years of professional experience including structural design, resident engineering, construction management, project delivery, and utility management. Dylan has served as the Owner Representative on many large, high-profile and multi-jurisdictional water resources projects including design and construction of intake facilities, water treatment plants, wastewater treatment plants, and major public works programs. Dylan's extensive utility experience enables him to solve problems from an owner's perspective, while his construction background and expertise in contract management facilitates successful project delivery.

## REPRESENTATIVE PROJECTS

**System Energy Plan, Heritage Ranch Community Services District, CA. QA/QC.** Developing a System Energy Plan (SEP) for the Heritage Ranch CSD, which includes an assessment of energy efficiency and optimization opportunities in the water and wastewater systems and an assessment of solar PV generation opportunities in the District. Project targets high energy use facilities and will identify cost-effective energy improvement projects. Solar PV assessment includes an evaluation of permitting, grid interconnection requirements, power delivery mechanisms, funding, and overall project economics. Working with PG&E to perform subsidized pump efficiency testing.

**On-Call Engineering Services, City of Arroyo Grande, CA. Technical Advisor.** Provided as-needed research, development of materials, and coordination with other agencies regarding water supply and demand data to inform water resources management actions. Developed monthly Water Status Updates presented by City Staff to the City Council.

**Wastewater Collection System Assessment and Rehabilitation Plan, City of Morro Bay, CA. Capital Projects Manager.** Created an asset management-based pipeline condition assessment and rehabilitation program. The cutting-edge program uses pre-designed standards, performance based specifications,

and GIS-enabled maps to reduce the rehabilitation project preparation timeline from several months to several days. Trenchless technologies were used extensively to increase repair efficiencies.

**Cayucos Sustainable Water Project, Cayucos Sanitary District, CA. Program Manager/ Engineer of Record.** Provided the planning, design, program management and construction management for a program to create a sustainable water source for the community of Cayucos, cumulating in the design and construction of a 1.2 mgd (max day) greenfield Water Resource Recovery Facility.

**City of Morro Bay Cayucos Sanitary District Joint Powers Authority Wastewater Treatment Plant Upgrade Project, City of Morro Bay, CA. Project Manager.** Owner's Project Manager for the development of a \$34 million wastewater treatment plant upgrade project with preliminary design complete, CEQA complete, Coastal Development Permitting efforts, and SRF funding anticipated.

**San Clemente Dam Removal and Carmel River Reroute Project, California American Water, Monterey, CA. Construction Manager/ Project Manager.** Project included the re-routing and reconstruction of the Carmel River and removing the San Clemente Dam. This project is the largest dam removal project ever completed in California.



## EDUCATION

BS, Civil and Environmental Engineering, Brigham Young University, Provo, UT

AA, Liberal Arts, West Valley Community College, Cupertino, CA

## REGISTRATIONS

Professional Engineer - Civil, California, No. C64044

Certified Construction Manager - No. 5761

"I love working in the water and wastewater industry, where we get to make the world a better place while also making a difference for the communities we serve."

*Dylan Wade*

# Michael Cruikshank PG, CHG

## GROUNDWATER/HYDROGEOLOGY

Michael Cruikshank is a certified hydrogeologist and engineer with more than 14 years of professional experience. He has technical expertise in hydrogeologic basin analysis, water resource planning, and evaluating water quality. His technical experience includes hydrologic data analysis, piezometric data collection and interpretation, production and monitoring well installation, well design, aquifer testing and analysis, managing field data collection programs, GIS applications, data management, data visualizations, and report graphics.



## REPRESENTATIVE PROJECTS

**The Park at Live Oak Well Siting, Irwindale Partners and California American Water, Irwindale, CA.** *Project Manager/ Senior Hydrogeologist.* Prepared hydrogeologic characterization, well siting, and well workplan for a new production well to meet the demands of the Park at Live Oak development and the City of Hope, located in California American Water's (CAW) Duarte System, which pumps groundwater from the adjudicated San Gabriel Basin and supports the Project's Water Supply Assessment (WSA).

**North Pleasant Valley Desalter Project, City of Camarillo, CA.** *Hydrogeologist.* Assisted with the bidding process of three triple nested monitoring wells designed to monitor the water quality improvements as a result of the desalter wells. Provided monitoring well construction oversight and management.

**Strand Ranch Recovery Facilities Project, Irvine Ranch Water District, Bakersfield, CA.** *Staff Hydrogeologist.* Involved in all phases of well drilling, construction, development, and testing of three-triple nested piezometers and four extraction wells, including well construction oversight, logging borehole lithology, and conducting aquifer tests.

**Central Coast Blue Prop 1 GWGP Test Injection Well, Pismo Beach, CA.** *Senior Hydrogeologist.* Oversaw the preparation of preliminary design associated with five injection wells and three nested monitoring wells.

**Ramona Water Company Ranch Well, Western Water Conservation District, Anza, CA.** *Project Manager/Senior Hydrogeologist.* Provided services for a well evaluation and test well design as part of a CA Proposition 1 planning grant.

**Chino Basin Recycled Water Groundwater Recharge Program, Inland Empire Utilities Agency, San Bernardino County, CA.** *Staff Hydrogeologist.* Oversaw the construction, development, and completion of six dual nested piezometers, and located down gradient of four storm water retention facilities. The IEUA planned to use these basins to recharge recycled water. Data collected at these monitoring wells satisfied the regulatory requirements associated with recharging recycled water.

**Groundwater Sustainability Plan, City of San Luis Obispo, CA.** *Project Manager.* Leading the development of the Groundwater Sustainability Plan (GSP) for the San Luis Obispo Valley Groundwater Basin. Managing a team of four subconsultants, two Groundwater Sustainability Agencies, and a Groundwater Sustainability Commission. Providing technical services for the development of the plan as well as providing outreach and engagement services.

**Waste Discharge Requirements, McDonald's, Malibu, CA.** *Project Manager.* Managed the installation of three groundwater monitoring wells in association with WDR permit for a McDonald's restaurant in the City of Malibu.

## EDUCATION

MS, Civil and Environmental Engineering, California State University, Fullerton, CA.

BS, Geology, California State University, Fullerton, CA.

## REGISTRATIONS

Professional Geologist, California, No. 8854

Certified Hydrogeologist, No. 994

Engineer-in-Training No. 142007

"I take a multidisciplinary approach to every project to deliver forward-looking solutions for sustained community value."

*Michael Cruikshank*

# Daniel Heimel <sup>PE</sup>



## WATER PLANNING / OPERATIONS

Dan has over 18 years of engineering and operations experience in the water and wastewater industry. He has worked for two public water utilities in an operations capacity, making him knowledgeable of the day-to-day operations that keep water supply, water treatment, and water distribution facilities functioning. His experience includes project and program management, hydraulic modeling, GIS implementation, water quality and drinking water utility regulatory compliance, sampling plan development and implementation, recycled water implementation, pilot studies, water quality and water supply watershed monitoring, groundwater recharge facility operations, and water quality data analysis.

## REPRESENTATIVE PROJECTS

### **Los Osos Basin Groundwater Management Committee, CA. Executive Director.**

Responsible for overall Basin Management Committee (BMC) administration and facilitation, manages the work of BMC consultants, including completion of the Annual Monitoring Program and other water resource initiatives, and oversees the financial operation of the BMC. Functions as an extension of staff and is responsible for the timely completion of the Court-mandated annual reporting and represents the BMC to other entities, including DWR, RWQCB, and other agencies.

### **Satellite Water Resource Recovery Facility & Groundwater Recharge Planning Study, South San Luis Obispo County Sanitation District, CA. Project Manager.**

Evaluate the development of a Satellite Wastewater Resource Recovery Facility to allow the District to recover this water resource and put it to beneficial use in a groundwater basin threatened by seawater intrusion. This study will provide recycled water to offset potable demands. It will also provide the District with new upstream treatment capacity and increased redundancy for its existing treatment plant. Prepare a grant application to the SWRCB to cover 50% of the cost of the study.

### **Development of Conceptual Alternatives for the Treatment and Disposal of Wastewater, Cayucos Sanitary District, CA. Project Engineer.**

Performed initial data review of the wastewater treatment and disposal studies. Establish criteria for and to develop a preliminary list of conceptual alternatives. Evaluated and developed descriptions for four conceptual wastewater treatment and disposal alternatives.

### **Engineering Services, Northern Cities, San Luis Obispo County, CA. Project Manager.**

Provided as-needed engineering services for the City of Arroyo Grande, City of Grover Beach, City of Pismo Beach, and the Oceano Community Services District. Coordinated monthly meetings of the Northern Cities Management Area Technical Group. Interfaced with local and statewide regulatory agencies as an authorized agent of the Northern Cities.

**Central Coast Blue, City of Pismo Beach, CA. Program Manager.** Providing Program Management, Preliminary Design, Funding, and Environmental Document Support services for the Indirect Potable Reuse project that will recover secondary effluent from the City of Pismo Beach and the South San Luis Obispo County Sanitation District's wastewater treatment plants, a resource currently discharged to the Pacific Ocean.



## EDUCATION

**MS,** Civil and Environmental Engineering, Cal Poly San Luis Obispo

**BS,** Environmental Science, California State University Chico

## PROFESSIONAL REGISTRATIONS

Professional Engineer, Civil, California, No. C 80762  
*Exp.: Month, Year*

SWRCB Registered D4 Operator #28472

SWRCB Registered T2 Operator #26014

## PROFESSIONAL AFFILIATIONS

American Water Works Association, Member

Air & Waste Management Association, Member

# Rob Morrow

PE

## RECYCLED WATER

Rob's 20 years of engineering experience centers on water resources projects with a focus on implementation of recycled water projects from concept to operation for applications ranging from agricultural irrigation to potable reuse. He has led large and small recycled water master plans and preliminary designs across California and has led integrated water resources planning projects that analyzed water supply and demand portfolios that include imported water supplies, surface water, groundwater, stormwater, rainwater, graywater, groundwater recharge, and in-lieu recharge.

## REPRESENTATIVE PROJECTS

**Replenish Big Bear, Big Bear Area Regional Wastewater Agency, Big Bear, CA.** *Funding and Permitting Support.* Rob helped develop the funding and permitting strategy for the development of a new recycled water program for BBARWA. The proposed project will create a new, sustainable water resource to benefit the Big Bear Valley and the entire Santa Ana River watershed. Rob met with Division of Drinking Water and analyzed the regulatory requirements for the project, which includes upgrades to the existing wastewater treatment facility so that the treated wastewater can be used to replenish Big Bear Lake.

**Recycled Water Program Title 22 Engineering Report, City of San Luis Obispo, CA.** *Project Manager.* Led report and application for coverage under the SWRCB Order WQ 2016-0068-DDW for Water Reclamation Requirements for Recycled Water Use. The application covered recycled water production from the upgraded Water Resource Recovery Facility (WRRF) (including a new membrane bioreactor and ultraviolet disinfection), distribution of recycled water, and applicable non-potable uses approved in Title 22.

**Water Reuse Roadmap, Clean Water Services, Portland, OR.** *Technical Advisor.* Supported WSC's team that was leading Clean Water Services' efforts to implement one of the largest water reuse programs in Oregon. Rob

participated in workshops and discussions regarding next steps for Clean Water Services' program. WSC's team has facilitated program strategy, messaging, and internal and external outreach plans.

**Recycled Water Master Plan and Non-Potable Reuse Master Plan, Los Angeles Department of Water and Power, CA.** *Deputy Project Manager.* Managed the Non-Potable Reuse (NPR) Master Plan component of the overall Recycled Water Master Plan.

**Recycled Water Master Plan, Groundwater Replenishment Master Plan, Maximizing Reuse Concept Plan, & Satellite Reuse Master Plan, Los Angeles Department of Water and Power, CA.** *Project Engineer.* Developed several other aspects of the LADWP Recycled Water Master Plan. He supported definition of the groundwater replenishment project in the San Fernando Valley, helped develop project concepts to maximize recycled water use over a 30-year timeframe, and incorporated satellite treatment facility concepts across the city into the Non-Potable Reuse Master Plan.

**Recycled Water Strategic and Facilities Master Plan, Eastern Municipal Water District, Perris, CA.** *Project Manager.* Prepared a facility master plan that evaluated options to achieve zero year-round discharge as WWTP flows from their four plants increase from 45,000 AFY to 80,000 AFY over 30 years.



## EDUCATION

**MS,** Civil & Environmental Engineering, U.C. Berkeley

**BS,** Civil & Environmental Engineering, Vanderbilt University

# Jasmine Diaz PE, Grade V WWTPO



## WASTEWATER TREATMENT / OPERATIONS

Jasmine is a Professional Engineer and Certified Grade V Wastewater Treatment Plant Operator with more than 9 years' experience in the water and wastewater industry. Her experience includes wastewater treatment plant operations, plant optimization, plant commissioning after construction, operations training, water quality improvement projects to meet regulatory requirements, and wastewater treatment plant upgrade programming, among others.

## REPRESENTATIVE PROJECTS

### **Water Resource Recovery Facility Project, City of San Luis Obispo, CA. Operations Liaison.**

Integrating operations perspective into design and assisting with maintenance of plant operations during the construction phase of the update to the City's Water Resource Recovery Facility.

### **Cayucos Sustainable Water Project, Cayucos Sanitation District, CA. Process Engineer & Operations Support.**

Providing wastewater process and operation review support for the design and construction of a greenfield 1.2 MGD tertiary treatment facility. The facility design consists of headworks, bioreactors, membrane facilities, UV disinfection, screw press, odor control, and recycled water storage system. The new treatment facility design incorporates features to preserve the flexibility to become an indirect potable reuse facility.

### **Wastewater Treatment Plant Solids Handling, City of Paso Robles, CA. Project Manager.**

Led the development of a Solids Handling Report to provide the City with the information required to plan for future improvements to their solids handling process to accommodate projected future flows and loads. The Report details what year will the City need to construct a fourth digester and the estimated cost of construction, as well as the year the City will need to replace the existing dewatering equipment and the estimated cost of replacement with a more robust system.

### **Operations and Maintenance Support, Camarillo Sanitary District, Camarillo, CA.**

*Operations and Compliance Engineer.* Provided operations support, engineering, and project management services for several projects, including a secondary treatment process operations study, baffle wall design, digester cleaning, a sodium hypochlorite trench, and NPDES permit support at the City's wastewater treatment plant. Tasks included conducting equipment assessments, analyzing theoretical treatment process capacities, and making asset management recommendations. Recommendations included extensive preventative and reactive maintenance for the aging facility, and changes to the short-term and long-term operational strategy at the plant.

### **Wastewater Master Plan Update, Camarillo Sanitary District, Camarillo, CA. Assistant Project Manager.**

Preparing a wastewater plan to evaluate the District's collections system and water reclamation plant. The collections system evaluation consists of developing land-use based loading factors, an all-pipes collection system hydraulic model to identify capacity constrained pipes, pump station evaluations, and a pipe age analysis for determining a long-term pipe replacement strategy. The water reclamation plant evaluation consists of a regulatory review, a site planning study, wastewater characterization, liquid streams and solids stream analysis, condition assessment, and development of treatment alternatives to meet future regulations. A capital improvement plan is being developed to incorporate the recommended projects.



## EDUCATION

MBA/MS, Engineering Management, California Polytechnic State University, San Luis Obispo (in-process)

BS, Environmental Engineering, California Polytechnic State University, San Luis Obispo

## PROFESSIONAL REGISTRATIONS

Professional Engineer - Civil, California, No. 87240  
Exp.: September, 2021

Grade V Wastewater Treatment Plant Operator Certificate No. 40912

Confined Space Entry Certificate

*"Having the ability to look through the lens of an operator allows me to provide the most value to all of my clients, for systems large and small."*

*Jasmine Diaz*

# Justin Sutton



## FUNDING AND GRANTS

Justin is a water planner with expertise in pursuing and managing state and federal grants. He has over 11 years of experience in the public, private, and non-profit sectors working on a diverse range of water resource, environmental, and civil engineering projects.

## REPRESENTATIVE PROJECTS

### **Funding and Financing Support, San Lorenzo Valley Water District, Boulder Creek, CA.**

*Assistant Project Manager.* Currently pursuing a long term, low interest loan of approximately \$9.4 million for six (6) District water supply projects through the USDA Water and Waste Disposal Loan and Grant Program for Rural Communities. Leading coordination efforts between the District, USDA, and environmental consultant through the loan procurement process. Led efforts to select and define capital improvement projects to fund, and preparation of the preliminary engineering report. Presented to the Districts Board members and public regarding the funding pursuit.

### **Replenish Big Bear, Big Bear Area Regional Wastewater Agency, Big Bear City, CA.**

*Funding Lead.* Leading funding opportunity analysis and application efforts for a regional surface water augmentation project that will retain recycled water in Big Bear Valley. Led efforts to complete a USBR WaterSMART Title XVI feasibility study, Title XVI WIIN Act application, DWR IRWM grant application, and DWR IRWM DCI grant application. In addition, coordination is ongoing with USDA, the State Coastal Conservancy, the California Natural Resources Agency, State Water Resources Control Board, and Wildlife Conservation Board to procure additional funding and financing for the project. Currently \$500,000 in grant funds have been procured for the project and \$4,563,338 has been awarded. Assisting with efforts to execute agreements and administer funding contracts.

### **North Pleasant Valley Desalter Facility, City of Camarillo, CA.**

*Funding Lead.* Identified state and federal grant opportunities to assist with design and construction of the City's North Pleasant Valley (NPV) Desalter Facility. Lead application efforts resulting in the award of a \$10,000,000 grant through the Department of Water Resources Round 4 Water Desalination Grant Program. Assisted the City with the developing and administering the grant agreement. Lead author of the NPV Desalter Facility Feasibility Study which was successful in meeting U.S Bureau of Reclamation (USBR) standards to pursue grant funding through the WaterSMART Desalination Projects Under the WIIN Act. Led WIIN Act Desalination Program application efforts resulting in the award of \$11,443,367. Led efforts to meet USBR's financial capability analysis and grant agreement requirements and administer the grant.

### **Central Coast Blue, City of Pismo Beach, CA.**

*Funding Lead.* Lead author of the Central Coast Blue Feasibility Study to pursue grant funding through the U.S. Bureau of Reclamation (USBR) WaterSMART Title XVI Water Reclamation and Reuse Program Under the WIIN Act. Collaborated with the City, USBR, Environmental Consultants, and Lobbyists through document development and submittal of an application which was successful in being awarded \$796,094 in grant funding for the project. Coordination and communication is ongoing with USDA, Reclamation and State Water Resources Control Board to procure additional funding and financing for the project.

## EDUCATION

Master of City and Regional Planning, California Polytechnic State University, San Luis Obispo, CA

BS, Aquatic Biology, University of California Santa Barbara, CA

# Haili Matsukawa <sup>MPPA</sup>



## STRATEGIC COMMUNICATIONS

Haili Matsukawa is an accomplished communications professional specializing in community outreach, public affairs, and stakeholder coordination. She has established strategic communication plans for complex and sensitive initiatives such as advanced capital improvement projects, utility rate increases, and environmental litigation. Haili experience developing messaging and multifaceted programs to address regional water shortage events and prolonged drought conditions.

## REPRESENTATIVE PROJECTS

**Strategic Communications and Outreach Plan for Utility Rate Increases, Ventura Water, Ventura, CA.** *Project Lead.* Developed and implemented a comprehensive communication and outreach strategy to support public engagement, community awareness, and transparency through a year-long water and wastewater rate study. Digital materials (videos, virtual meetings, social media, and e-newsletters) and print collateral (news articles, bill inserts, and mailers) were created in English and Spanish to reach diverse audiences. An online engagement tool was developed to encourage public participation and two-way communications during the rate-setting process. The platform featured a survey, idea-board, educational video series, answers to frequently asked questions, and a bill calculator for customers to view rate adjustment impacts. The communication plan successfully leveraged economic development stakeholders, non-profit organizations, and community leaders to win the support of the City Council and ratepayers.

**SLO Water Plus Project, City of San Luis Obispo, CA.** *Communications Lead.* Providing content development support for a regional, multi-year public outreach campaign to support the largest capital investment in the City's history. Support has included writing blog articles about the different treatment technologies and site upgrades, developing related social media content; updating the program website; and supporting the ongoing

public information campaign. WSC's continued support through the project's duration amplifies the project's alignment to the City's Climate Action Plan and Community Workforce Agreement while maintaining positive public support.

**Strategic Communications and Engagement Plan, San Bernardino Valley Municipal Water District, San Bernardino, CA.** *Project Manager.* Leading the effort to develop the District's Strategic Communications and Engagement Plan. This comprehensive process incorporates stakeholder mapping, community surveying, one-on-one interviews with elected officials, audience-specific messaging, media strategies, and more. The final project deliverable includes communication goals and priorities and a 1-year implementation plan inclusive of an outreach roadmap with cost considerations.

**Strategic Plan, San Bernardino Valley Municipal Water District, San Bernardino, CA.** *Project Manager.* In close partnership with District leadership and Board members, Haili supported Valley District's first-ever Strategic Plan. With input from the community, regional partners, staff, and policymakers, Haili designed and facilitated a series of interactive workshops to create a Strategic Plan that captures the District's purpose, forward-looking aspirations, and long-standing values.



## EDUCATION

Masters, Public Policy and Administration, California Lutheran University

BS, Environmental Science, Point Loma Nazarene University

"With years of experience working for a water agency, I hold a deep understanding of the emerging challenges and opportunities facing public utilities. As a communicator, it is my mission to add value to the important work my clients do every day."

*Haili Matsukawa*

# Justin Pickard PE, CCM, LEED AP BD+C

## CONSTRUCTION MANAGEMENT / RESIDENT ENGINEERING

Justin Pickard has over 18 years of experience as a supervising engineer, project manager and construction manager on a diverse range of civil engineering projects. He has worked both as a consultant for numerous public agencies and as a supervising engineer for one of the largest municipal water districts in California, managing complex recycled water and ocean water desalination projects. Justin's expertise includes project management, construction management, and critical path method scheduling.



## REPRESENTATIVE PROJECTS

### North Pleasant Valley Desalter Project, City of Camarillo, CA. Construction Manager.

Providing program management support for the development and implementation of a \$30 million reverse osmosis groundwater desalter facility. The new desalter facility will treat 4,500 AFY of brackish groundwater and yield up to 3,800 AFY of potable water, allowing the City to more than double its local water supply. Brine from the RO treatment will be disposed of through an existing brine pipeline and ocean outfall. Tasks include contractor prequalification, review of design plans, and bid phase support.

### Mesa Water, Mesa Water Reliability Facility, Costa Mesa, CA. Construction Manager.

Served as the construction manager for the Colored Water Treatment Facility Technology Replacement and Expansion Project; a 9 MGD nanofiltration groundwater treatment facility.

### West Basin Municipal Water District, Ocean Water Desalination Demonstration Facility Project, Redondo Beach, CA.

*Resident Engineer.* Served as the resident engineer for the Ocean Water Desalination Demonstration Facility Project. The project included construction of a reinforced concrete raft foundation in liquefiable soils and a structural steel canopy for process equipment; installation of 2,000 -feet of bundled high-density polyethylene piping; and installation of submersible and vertical turbine pumps, new low-voltage motor control centers, ultrafiltration membrane skids, of reverse osmosis skids, and chemical feed systems.

### City of Simi Valley, Wastewater Treatment Plant Parallel MLE Modifications Project, Simi Valley, CA. Resident Engineer. Served

as the resident engineer for the Wastewater Treatment Plant Parallel MLE Modifications Project. The project included the conversion of an existing conventional wastewater treatment facility into a nitrification/denitrification (NdN) process utilizing the Modified Ludzak - Ettinger (MLE) process. Mr. Pickard supervised a staff of inspectors and third party materials testing firms and provided construction management services including facilitation of project meetings, field inspection, resolution of constructability issues, schedule reviews, change management, review of progress payment requests and claims mitigation.

### Port of Long Beach, Pier D and Pier T Pipelines Relocation Project, Long Beach, CA. Resident Engineer.

Served as the resident engineer for the Pier D and Pier T Pipelines Relocation Project, which included a complex horizontal directional drilling (HDD) operation beneath the Back Channel in the Port of Long Beach.

### Water Resource Recovery Facility Upgrade, City of San Luis Obispo, CA. Program Manager.

Providing program management support for a \$140 million WRRF upgrade that will meet new National Pollutant Discharge Elimination System permit requirements. Responsibilities include management of scope, schedule, and quality of the program; contract management for multiple contracts; contractor prequalification; coordination with other City departments; and general program administration.



## EDUCATION

BS, Civil Engineering, University of Texas at Austin, Austin, TX

## REGISTRATIONS

Professional Engineer - Civil, California, No. 71816

Certified Construction Manager, No. 14107

LEED AP BD+C, No. 10183662

"I'm passionate about helping our clients deliver projects and programs from concept through construction and operation. It's incredibly rewarding to see the culmination of a team's hard work in the physical improvements that benefit the communities where we live and work."

*Justin Pickard*



Sections Three, Four, Five and Six

# Conflicts of Interest, Proprietary Information, Insurance & Other Requirements, Compensation

## **No Conflict of Interest**

WSC has no actual, apparent, direct or indirect, or potential conflicts of interest with respect to providing the services as listed in the District's RFP.

## **Proprietary Information**

Nothing contained in the submitted proposal will be proprietary.

## **Insurance & Other Requirements**

WSC maintains general liability, automobile, workers' compensations, and errors and omissions insurance. We have reviewed your contract language and requested areas for modification in Section 7, Signature & Acceptance of Conditions.

## **Compensation**

Detailed compensation proposal for services is provided in a separate, sealed envelope

# Signature & Acceptance of Conditions

The cover letter of this proposal is signed by Josh Reynolds who is authorized to bind WSC. Our proposal is valid for 90 days.

WSC has reviewed the District's standard contract for contracting services. Generally, we find the contract to be very broad in nature and we would like to remove extraneous clauses (e.g. Sections 22-27, 42) that are not related to professional services and revise terminology to state "Consultant" instead of "Contractor". The following items are some specific modifications we would like to make to the contract. There are other items of lesser concern that I am certain we can negotiate, if selected.

## Key to contract changes:

**Suggested omission**

**Suggested addition**

## Time and Warranties

**Section 2.** Time of Performance. Contractor **warrants** represents that it will commence performance of the Services or delivery of the Goods within the time frame specified in the Request for Proposal ("RFP") or bid documents, and shall conform to the Completion Schedule.

**Section 11.** Time. Time is of **the essence cardinal importance** in the performance of the Contract.

*WSC Comments: Using the statement that contractor warrants, or contractor guarantees is an uninsurable provision. Consulting engineers providing professional services do not provide guarantees or warranties. These are requirements more common with construction or manufacturing.*

*Time is of the essence clauses are also construction terms that are not appropriate for professional services. It potentially creates an uninsurable warranty if a design firm agrees to time of the essence. We generally like to use the phrase cardinal importance or use a clause like the following:*

*Consultant shall perform its services to meet the schedule as expeditiously as is consistent with the exercise of professional skill and care and the orderly progress of the Project.*

## Standard of Care

**Section 10.2. Contractor Performance.** Contractor represents that it shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care"), Contractor agrees that, if a Service is not in accordance with the Standard of Care, in addition to all of its obligations under the Contract, these Standard Terms and at law, Contractor shall re-perform unsatisfactory Service at no additional expense to District.

*WSC Comments: The original is written as a construction clause, the above is revised to reflect a more typical professional services standard of care clause. The last sentence is revised to clarify that remedy is re-performance not replacement, since this is a professional services contract, so there isn't anything to replace, unlike if a contractor is building something.*

## Warranties

**Section 16.** Representations Warranty.

**16.1.** Contractor **represents warrants** that (i) Work performed or furnished hereunder shall be performed consistent with the Standard of Care and in conformance with **will conform to** the requirements of the Contract. **(including, without limitation, all descriptions, specifications, and drawings identified in the Statement of Work) and (ii) any goods furnished hereunder will be free from defects in materials and workmanship. Where the parties have agreed to design specifications in the Statement of Work directly or by reference, Contractor represents warrants that the goods shall provide all functionality required thereby. District's approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty:**

**16.2.** All representations warranties, including special warranties specified elsewhere herein, shall inure to District, its successors, assigns, customer agencies, and other governmental users of the Work.

*WSC Comments: See prior comments on warranties. They are not appropriate for professional services and are uninsurable. Some of the items are more typical of a construction contract, not professional services. We request the changes shown above.*

## Insurance

### Section 18. Insurance Requirements.

*WSC Comments: WSC would like to remove reference to Environmental Impairment Liability Insurance, it is not applicable. We recommend adding Professional Liability Insurance or revising the title of E&O insurance to Professional Liability Insurance, if that was intended. There are other minor clarifications to these sections to meet our insurance capabilities, but the general coverage amounts are acceptable.*

## Indemnification

**Section 20. General Indemnity.** To the fullest extent permitted by law, Contractor shall indemnify, defend (**but for claims alleging professional liability, shall not defend**), and hold harmless the District, and its officers, **agents** and employees from any and all claims and losses **incurred by or brought against District as a result of any third-party tort claims to the extent caused by accruing or resulting to any other person, firm or corporation furnishing or supplying Work, service, materials or supplies in connection with the performance of the Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation related to, arising out of or resulting from Contractor's willful misconduct or negligent act, error or omission in the performance of the Contract.**

*WSC Comments: We would like to revise the Indemnification clause as noted to bring it into compliance with State Laws including Section 2782.8 and to keep the indemnification obligations insurable.*



DIVERSIFIED PROJECT SERVICES  
INTERNATIONAL

**SAN LUIS OBISPO  
BAKERSFIELD**

*Proposal to Provide District Engineering Services to the  
San Miguel Community Services District*

**CIVIL ENGINEERING | CONSTRUCTION MANAGEMENT | SURVEYING  
MECHANICAL ENGINEERING | MECHANICAL INTEGRITY**

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Kelly Dodds  
San Miguel Community Services District  
1150 Mission Street  
San Miguel, CA 93451

**Subject: Request for Proposals – District Engineering Services**

Dear Ms. Dodds:

Thank you for the opportunity to submit our qualifications to serve as the District Engineer for the San Miguel Community Services District. Founded in 2007, DPSI is an S Corporation with offices in San Luis Obispo and Bakersfield. The District Engineer and other key personnel included within this proposal are all based out of our San Luis Obispo office located at 705 Fiero Lane, Suite 10, approximately 40 miles from San Miguel. We have over 70 full-time professional between both offices who are available to provide project support services as needed.

DPSI prides itself in successfully providing multi-discipline engineering, construction management, mechanical integrity, and land surveying services, establishing effective client-subconsultant teams, and completing projects on time and budget. Our team has efficiently completed multiple projects with similar scopes for various public agencies and private clients. All work as District Engineer is anticipated to be performed in-house, supplemented by subconsultants as needed.

**Overview of Firm**

DPSI is currently the District Engineer for the Oceano Community Services District (OCSD), which has provided us the opportunity to design and manage many publicly-funded projects over the past eight years. These services include design of water and wastewater systems, design and assistance in capital improvement projects, and plan check services for improvement projects and proposed developments. We provide construction management services to OCSD for their CDBG and DRI-funded projects, including their system-wide sewer collection system upgrades. We have worked with OCSD in seeking and acquiring grants, then managing the projects (and funding reimbursement).

DPSI has extensive experience working with the California State Water Resources Control Board, as well as the regional Water Control Boards encompassing San Luis Obispo and Kern Counties. Our many water and storm water/SWPPP-related projects necessitate frequent communication with the Water Boards and utilization of SMARTS. DPSI recently completed work on a multi-million dollar contract with the Department of Water Resources (DWR) for aqueduct crossing piping inspection from Los Banos to Coalinga, and currently has multiple other contracts with the DWR for various other inspection and pipeline cleaning projects.

We have worked on many Dust Control Plans with the San Joaquin Valley Air Pollution Control District. We have also worked on several steamed alteration permits, and have designed around impacts to water ways on projects with the Army Corps of Engineers, Department of Fish and Wildlife, and other public agencies. Our work at La Entrada de Paso Robles, specifically for the Field of Lights installation, involves working within water ways, in which the art exhibit is located in and around jurisdictional water.

DPSI has worked with the County of San Luis Obispo on multiple projects in the past, including mitigation at San Luis Bay Drive, which required a topographic survey and an updated civil grading plan. We are familiar with the County of San Luis Obispo's standards and regulations due to our vast body of work taking place within the county.

The individuals we propose to work on your project have extensive knowledge and experience with engineering services for various public agencies throughout the state of California. Based on our dedication to integrity and safety, history of reliability, and commitment to satisfying our clients' needs, we believe that our firm is uniquely qualified to provide engineering services for the San Miguel Community Services District.

The signing and submission of this proposal indicates the intention of DPSI to adhere to the provisions described in the District's RFP and a commitment to enter into a binding contract.

Sincerely,

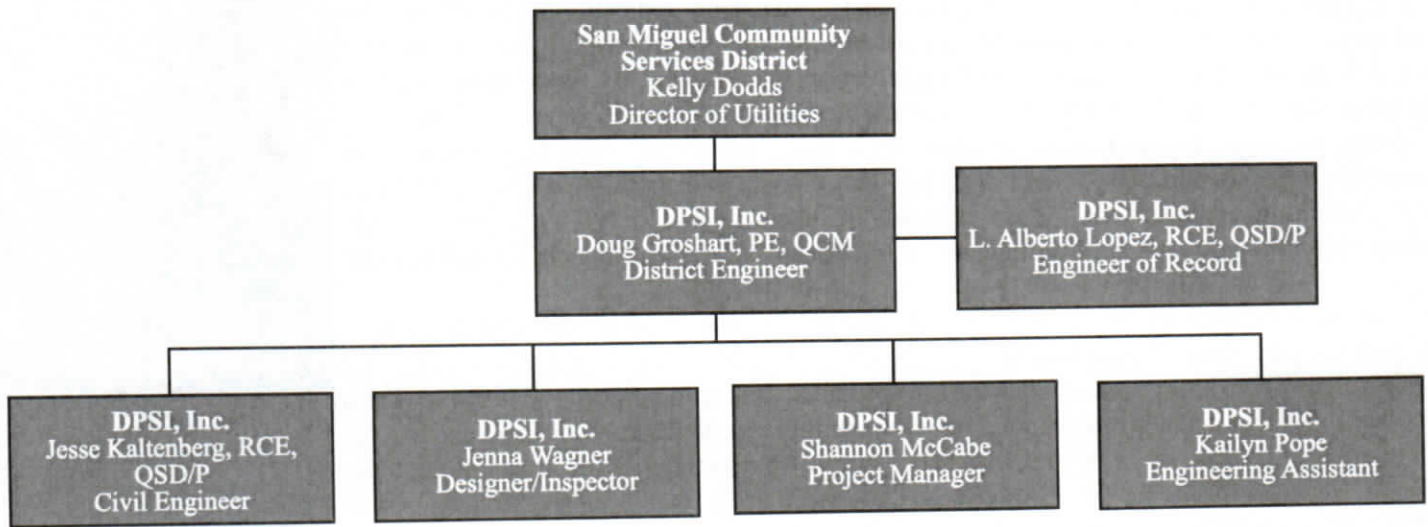
Diversified Project Services International, Inc.



L. Alberto Lopez, RCE, QSD/P Lic. #67602  
Director of Civil Engineering



# DISTRICT ENGINEER AND TEAM



## **Doug Groshart, PE, QCM District Engineer**

Mr. Groshart has over 25 years of experience in construction management and mechanical engineering, with an emphasis in working with public agencies on their utility systems. A graduate of Cal Poly San Luis Obispo with a degree in Mechanical Engineering, Mr. Groshart's experience includes project management, engineering design, environmental compliance and permitting, agency coordination, scheduling, cost estimating, construction, auditing, and project documentation.

Mr. Groshart is the District Engineer and Project Manager for the Oceano Community Services District (OCSD), in which he has provided consulting, engineering, and construction management services to OCSD on an as-needed basis since 2012. OCSD provides sewer collection (including lift stations) services, as well as water treatment (well and Lopez/State water) and distribution. With OCSD, he assisted with the procurement, application and reimbursement documentation for their CDBG and DRI funded district-wide sewer collection system upgrades. He also assists with compliance with the Water Board, CDPH and APCD. Mr. Groshart has previously worked for Avila Beach CSD for plan checking, water distribution and treatment, sewer collection and treatment and booster/lift station design and maintenance. Additionally, he provided engineering and project management services for South San Luis Obispo County Sanitation District for their sewer trunk main and wastewater treatment plant. Mr. Groshart previously provided plan checking and Public Works inspection services to the City of Pismo Beach through DPSI's contract for Tract 2427.

He also served as an engineer and construction manager for DPSI's sewer system installation work at Dana Elementary School for the Lucia Mar Unified School District, which included the open trenching on campus and connection to the existing sewer system in Vista Verde Lane in Nipomo. Mr. Groshart's extensive construction management experience also includes onsite superintendent services at Naval Base Ventura County and Naval Air Station North Island, as well as construction and project management services for the County of Santa Barbara's Transfer Station Storm Drain Filtration project in Goleta.



### **Education**

Bachelor of Science  
Mechanical Engineering  
Cal Poly San Luis Obispo  
San Luis Obispo, CA

### **Professional Registration**

Licensed Mechanical Engineer N  
33279 (CA)



**L. Alberto López, RCE, QSD/P**  
**Engineer of Record**

Mr. Lopez has been the Director of DPSI's Civil Engineering Department for eight years, and has over 20 years of experience in the field, managing projects, design teams, and inspecting a wide range of projects. Mr. Lopez has had the opportunity to work on projects that include the design, inspection, and construction management of water, sewer, streets, drainage improvements, flood structures, and traffic control. His professional career includes time as an inspector and plan checker with the County of Kern Engineering and Survey Services Department, a field engineer with Granite Construction, and over 15 years as a consulting engineer. Mr. Lopez routinely manages a staff of 10-20 people through various projects, and will be the Engineer of Record for all design projects for the District.

Mr. Lopez has overseen the completion of numerous civil engineering design projects throughout San Luis Obispo County. He currently serves as the principal-in-charge for DPSI's on-call consulting contract with the Lucia Mar Unified School District (LMUSD), which includes coordination and scheduling between multiple contractors and agencies for the completion of projects at 18 school sites. Mr. Lopez also currently serves as the Project and QA/QC Manager for the City of Pismo Beach's Storm Drain Repair Project, and thus oversees DPSI's preparation of construction documents for infrastructure repairs to multiple storm drain outfalls and inlets in the City. He was also the principal-in-charge for the City of Grover Beach's Safe Routes to School Sidewalk Infill project, in which DPSI designed new ADA-compliant curb ramps and sidewalks, curb and gutter, and driveway approaches near Grover Beach Elementary School.

**Jesse Kaltenberg, RCE, QSD/P**  
**Civil Engineer**

Mr. Kaltenberg has over 10 years of experience working on a variety of projects ranging from multi-million-dollar freeway widenings to commercial and industrial site design. He graduated from the University of Arizona with a Bachelor's degree in Civil Engineering. Mr. Kaltenberg has wide-ranging experience with many aspects of civil engineering design, including plan and profile, grading, drainage and utility relocations. His duties and responsibilities include the preparation of plans and specifications on projects for street design, grading, drainage, traffic striping and signals, sewer, water, and hydrologic studies.

Mr. Kaltenberg serves as the lead civil engineer on the City of Pismo Beach's Storm Drain Repair project, in which DPSI provides the design, specifications, and engineer's estimates for multiple storm drain infrastructure repairs in the City. He has also provided construction management services for this contract. He assists with engineering services for the City of Paso Robles's citywide Drainage Improvements project, as well as the County of Santa Barbara's Calle Real Campus Water Main Loop project. Mr. Kaltenberg has extensive experience with road design throughout California, and has worked on the design for projects for multiple public agencies including the City of Torrance and the Alameda Corridor-East Construction Authority.



**Education**

Bachelor of Science  
 Civil Engineering  
 Cal Poly San Luis Obispo  
 San Luis Obispo, CA

**Professional Registration**

Licensed Civil Engineer No. 676  
 (CA)



**Education**

Bachelor of Science  
 Civil Engineering  
 University of Arizona  
 Tucson, AZ

**Professional Registration**

Licensed Civil Engineer No. 800  
 (CA)

**Shannon McCabe**  
**Project Manager**

Ms. McCabe has more than 20 years of experience in the land development industry, including land use planning, entitlements, land surveying, and project management. Her experience includes oversight of plan development and design, preparation and processing of permit applications, coordination of legal document preparation, research for project feasibility, contract negotiation, project budget creation and cost tracking, and preparation and management of project schedules. She has drafted construction documents and specifications and assisted with management activities, including bid processing and construction administration. Ms. McCabe has lent her experience to civil engineering projects throughout San Luis Obispo and Kern Counties, including La Entrada de Paso Robles, the Bonetti Ranch Commercial Development in San Luis Obispo, and Bridle Creek Park in Bakersfield, in which she worked closely with the City of Bakersfield City Attorney and Rec & Parks Departments to coordinate design and delivery of the park within the development agreement.



**Professional Certification**  
 LSIT Certificate

**Jenna Wagner**  
**Designer/Inspector**

Ms. Wagner is a designer with six years of experience working on public works projects. Her duties and responsibilities typically include designing and drafting plan sets, coordinating between multiple agencies, document control, bid package preparation, cost tracking, SWPPP inspections and documentation, and assisting with permitting. Ms. Wagner has lent her skills to multiple civil engineering projects for the Lucia Mar Unified School District, including sewer improvements at Dana Elementary School and classroom additions at Nipomo High School and Grover Beach Elementary School. She has worked extensively on civil improvement plans for La Entrada De Paso Robles, and provides SWPPP inspections for that site among others along the Central Coast.



**Education**  
 Bachelor of Arts  
 English  
 Cal Poly San Luis Obispo  
 San Luis Obispo, CA

**Kailyn Pope**  
**Engineering Assistant**

Ms. Pope has over five years of experience in project administration. As an Engineering Assistant, Ms. Pope is responsible for project coordination, cost tracking, project scheduling, document control, research, report preparation, meeting agendas and minutes, and more. She assists projects across multiple industries, including public agency work, residential and commercial development, solar, and agriculture. She will be available to assist on all projects for the District as needed.



**Education**  
 Master of Arts  
 History  
 Cal Poly San Luis Obispo  
 San Luis Obispo, CA

# FIRM EXPERIENCE

**On-Call Engineering Services, Oceano, California**  
**Oceano Community Services District (OCSD)**  
 Will Clemens, 805-481-6730  
 Contract Value: \$91,600.00 (Ongoing)  
 Project Timeline: 2012 - present  
 Team Members: Doug Groshart, Alberto Lopez, Jenna Wagner



DPSI is currently the District Engineer for the Oceano Community Services District (OCSD). DPSI provides engineering services to OCSD on an ongoing and as-needed basis. Services include design and construction management of projects related to OCSD's water and wastewater systems and equipment, design and assistance in capital improvement projects, and plan check services for improvement projects and proposed developments. Specifically, we provided Construction Management services to OCSD for their CDBG and DRI-funded system-wide sewer collection system project. Our role within the project also included coordination with the County of San Luis Obispo's staff in order to maintain compliance with the requirements for quality control, payment, record-keeping, etc. Additionally we have recently assisted OCSD with water/sewer relocation/replacement as part of SLO County's Oceano Drainage project (including coordination with Caltrans, UPRR, and SLO County) as well as their emergency generator project and ongoing maintenance/upgrade projects associated with their sewer lift station.

**Storm Drain Repair Project, Pismo Beach, California**  
 City of Pismo Beach  
 Benjamin Fine, 805-773-4657  
 Contract Value: \$147,000.00  
 Project Timeline: September 2020 - present  
 Team Members: Jesse Kaltenberg, Doug Groshart, Alberto Lopez, Jenna Wagner



DPSI has been awarded a contract for the City of Pismo Beach's Storm Drain Repair project encompassing Encanto Avenue, Reef Court, and Windward Avenue in the scenic Shell Beach neighborhood. DPSI's Civil Engineering Department has completed the design of new storm drain infrastructure and repairs at these three sites, along with full bid preparation services. The project has since moved into the construction phase. Doug Groshart and Jesse Kaltenberg assist with construction management and inspection services.

**Front Street Sewer Lift Station, Grover Beach, California**  
 City of Grover Beach  
 Gabriel Munoz-Morris, 805-473-4536  
 Contract Value: \$49,315.00  
 Project Timeline: February 2021 - present  
 Team Members: Doug Groshart, Alberto Lopez



DPSI was awarded a qualifications-based RFP from the City of Grover Beach to assist with upgrading a lift station on Front Street. DPSI's scope includes inspection, upgrade option recommendations, design plan and specification preparation, engineer's estimate, and RFI review. The Civil Engineering Department partnered with the Mechanical Integrity Department to provide Remote Video Inspection (RVI) services with the use of a drone for the initial inspection of the lift station. For the next phase of work, DPSI used the results of the inspection to make recommendations to the City for their planned upgrade, including removal of existing coating, repair of areas of corrosion, replacement of coating and installation of new pumps, rails, controls, control panel and cabinet.

## FIRM EXPERIENCE

**On-Call Project Coordination Services, Various Locations, California**  
**Lucia Mar Unified School District (LMUSD)**  
**Andy Stenson, 805-474-3000**  
**Contract Value: \$245,280.00**  
**Project Timeline: 2016 - present**  
**Team Members: Alberto Lopez, Doug Groshart, Jenna Wagner, Jesse Kaltenberg**



DPSI provides project coordination, project management and construction supervision on various school sites in the LMUSD. This includes: district representative, project management, architectural and engineering coordination plan check, project prioritization, document control, construction superintendent services, weekly update meetings with LMUSD staff and providing daily reports to the District on the project's statuses. DPSI has overseen the grading and infrastructure improvements at various schools. DPSI also trained LMUSD employees' civil project management, and assist with vertical construction management as needed.

**Calle Real Water Main Improvements, Santa Barbara, California**  
**County of Santa Barbara**  
**Ashton Ellis, 805-295-1683**  
**Contract Value: \$188,480.00**  
**Project Timeline: August 2021 - present**  
**Team Members: Doug Groshart, Jesse Kaltenberg, Alberto Lopez**



DPSI has been awarded a two-phased contract with the County of Santa Barbara to upgrade the Calle Real Campus water distribution system. This includes improvements to the existing water main system (in the short term) and design of a new water main loop (in the long term). In addition to complete design services, DPSI will also oversee construction administration and inspection once each phase of the project is under construction. Doug Groshart will provide onsite Construction Management services at that time.

**South Coast Recycling and Transfer Station, Santa Barbara, California**  
**County of Santa Barbara**  
**Todd Curtis, 805-882-3600**  
**Contract Value: \$221,448.67**  
**Project Timeline: November 2017 - May 2020**  
**Team Members: Doug Groshart, Jesse Kaltenberg, Alberto Lopez**



DPSI provided Engineering and Construction Management services for the County of Santa Barbara at the South Coast Recycling and Transfer Station. DPSI designed the treatment system including the pumps, piping, electrical plans and control systems. DPSI also developed the control philosophy that describes how the system operates. Additionally, DPSI provided construction management services for the installation of the system. The services included preparing bid packages for bid solicitation, communication with contractors and the County during bid phase, monitoring schedule of contract work, onsite construction inspection/management, materials inspections and submittal review.

# FIRM EXPERIENCE

## Safe Routes to School Sidewalk Infill Project, Grover Beach, California

City of Grover Beach

Erin Wiggin, 805-473-4537

Contract Value: \$40,585.00

Project Timeline: November 2019 - June 2020

Team Members: Alberto Lopez, Jesse Kaltenberg



DPSI was awarded a contract to provide engineering services to the City of Grover Beach for their Safe Routes to School Sidewalk Infill project. The objective was to improve and increase pedestrian safety, bike safety, and encourage non-motorized transport to Grover Beach Elementary School through the enhancement of the existing sidewalk network and installation of new sidewalk infrastructure. DPSI provided design, plans, and specifications for the construction of ADA compliant curb ramps and sidewalks, curb and gutter, and driveway approaches surrounding the school. Additionally, DPSI provided survey services to supplement the design for this project.

## Entrada de Paso Robles, Paso Robles, California

Vaquero Energy, Inc.

Steve Deferville, 805-689-3899

Contract Value: \$1,500,000.00 (Ongoing)

Project Timeline: November 2018 - present

Team Members: Jesse Kaltenberg, Shannon McCabe, Jenna Wagner



DPSI is contracted with Vaquero Energy, Inc. to provide survey, civil engineering, and SWPPP inspections for an elaborate 400 acre attraction and resort off of State Highway 46 East in Paso Robles. A hotel complex, conference center, cafe and wine center, executive golf training facility, innovative gardens, and light display are proposed for development. DPSI is responsible for providing all survey and civil engineering work for the project. This will include topographic and boundary surveys, public improvement plans, grading and drainage plans, on-site improvement plans, sewer and water plans (including a reclaimed water system), and a sewer lift station. DPSI is designing all of the pathways and walkways per ADA standards, the roadway alignment and approaches to Dry Creek Bridge, and redesigning the slope and adding drainage to the Caltrans Right of Way.

## Fairgrove Elementary School Improvements, Grover Beach, California

Lucia Mar Unified School District (LMUSD)

Andy Stenson, 805-474-3000

Contract Value: \$31,750.00

Project Timeline: February 2021 - present

Team Members: Jesse Kaltenberg, Alberto Lopez, Jenna Wagner, Doug Groshart



DPSI is working with the LMUSD and 19six Architects to provide civil improvement plans for new classrooms at Fairgrove Elementary School in Grover Beach. The new additions include a new permanent classroom with a restroom and two temporary classroom buildings. DPSI's design also accommodates a new fire hydrant near the permanent classroom building. In addition to the classrooms, the Civil Engineering Department is also providing drainage design services to eliminate the drainage swale along the westerly property line of the school.

## FIRM EXPERIENCE

**Citywide Drainage Improvements, Pismo Beach, California**  
**City of Paso Robles**  
**Dave LaCaro, 805-237-3861**  
**Contract Value: \$50,360.00**  
**Project Timeline: February 2020 - present**  
**Team Members: Doug Groshart, Jesse Kaltenberg, Jenna Wagner**



DPSI works for the City of Paso Robles to provide high-level budget planning services for drainage and erosion improvements throughout Paso Robles. These improvements affect multiple areas of the city, including the Montebello Oaks Easement, Lubrizol site, Sleepy Hollow Drainage, Navajo Basin, North River Road, and Union Road at Montebello Oaks Drive. The budget planning conducted by DPSI is for improvements to correct issues such as large velocity flows, property line erosion, and scour.

**Tract 2427 Plan Check and Inspection, Pismo Beach, California**  
**City of Pismo Beach**  
**Benjamin Fine, 805-773-7037**  
**Contract Value: \$30,000.00**  
**Project Timeline: January 2016 - April 2018**  
**Team Members: Doug Groshart, Alberto Lopez**



The City of Pismo Beach's Department of Public Works contracted DPSI to provide engineering and inspection services for Tract 2427. DPSI provided a construction requiring review by the Public Works department to ensure review, and documentation for all phases of construction requiring review by the Public Works department to ensure project conformance with municipal codes, subdivision map acts, city engineering standards, and specifications. DPSI's construction manager also helped prepare project comments and recommendations for conditions of approval.

**Dana Elementary Septic System, Nipomo, California**  
**Lucia Mar Unified School District (LMUSD)**  
**Andy Stenson, 805-474-3000**  
**Contract Value: \$39,431.75**  
**Project Timeline: April 2017 - November 2019**  
**Team Members: Doug Groshart, Jenna Wagner, Alberto Lopez**



DPSI was asked by Lucia Mar Unified School District to complete a feasibility study to research options for their aging septic system. This project included researching several options to replace the onsite septic system at Dana Elementary School (gravity sewer, lift station, and septic system replacement). DPSI worked with the County of San Luis Obispo, the Nipomo Community Services District, and utilized assessor's parcel map information and other available resources to acquire information about the property. DPSI provided construction costs and permitting requirements for each option presented. DPSI recommended a gravity sewer line, connected to the NCSD sewer, and provided the final design and construction management for the project.



# PROPRIETARY INFORMATION

DPSI assures that nothing contained within this proposal is proprietary. DPSI understands and accepts that all proposals will become property of the San Miguel Community Services District once submitted.

Signature 

Title: Director of Civil Engineering

Date: 9/24/21



# INSURANCE & OTHER REQUIREMENTS

DPSI assures that upon award of the contract, insurance certificates will be provided to the San Miguel Community Services District (District) per the requirements outlined in the contract. DPSI will maintain general liability, automobile, workers' compensation, and errors and omissions insurance throughout the entirety of our contract with the District. Other requirements and provisions will be reviewed and agreed upon at the time of contract award.

Signature 

Title: Director of Civil Engineering

Date: 9/24/21

September 24, 2021

Kelly Dodds  
San Miguel Community Services District  
1150 Mission Street  
San Miguel, CA 93451

**Subject: Compensation – San Miguel Community Services District Engineering Services**

Dear Ms. Dodds:

Thank you for the opportunity to provide this Fee Proposal for our services. Enclosed you will find our rate sheets detailing the hourly rates and other potential costs for DPSI's services. In addition to engineering and construction management, rate sheets have been included for land surveying and inspection services at the Prevailing Wage rate.

We intend for this work to be conducted on a Time & Materials and as-needed basis. Invoices will be sent monthly for our services when applicable. Actual time spent on services and project work for the District, including time for correspondence, will be billed in 15 minute increments. For larger capital projects or other projects of size, we are prepared to provide per-project fixed fee or not-to-exceed estimates as requested by the District. Below are the specific rates at which the proposed staff members bill.

- Doug Groshart: Senior Engineer (\$170/hr)
- L. Alberto Lopez: Chief Engineer (\$180/hr)
- Jesse Kaltenberg: Engineer III (\$150/hr)
- Shannon McCabe: Project Manager I (\$135/hr)
- Jenna Wagner: Designer I (\$110/hr)
- Kailyn Pope: Engineering Assistant (\$90/hr)

We have reviewed the District's proposal terms and conditions and do not have any comments or requested modifications.

We will be very flexible in making quick adjustments to staffing and support levels as the intensity and focus of the project work ebbs and flows. Any time the project requires or the District requests adjustments, you will find us to be very responsive. Thank you for your consideration of DPSI for this work.

Sincerely,



L. Alberto Lopez, RCE, QSD/P  
Director of Civil Engineering



**Engineering & Construction Management**

<b>Classification</b>	<b>Rate/Hour</b>
Chief Engineer.....	180.00
Senior Engineer.....	170.00
Engineer III.....	150.00
Engineer II.....	135.00
Engineer I.....	120.00
Associate Engineer.....	110.00
Senior Project Manager.....	165.00
Project Manager III.....	155.00
Project Manager II.....	145.00
Project Manager I.....	135.00
Construction Rep III.....	125.00
Construction Rep II.....	115.00
Construction Rep I.....	105.00
Designer III.....	130.00
Designer II.....	115.00
Designer I.....	110.00
SWPPP Inspector.....	110.00
Project Coordinator.....	110.00
Permit Coordinator.....	110.00
CAD Technician III.....	110.00
CAD Technician II.....	95.00
CAD Technician I.....	90.00
Project Controls III.....	115.00
Project Controls II.....	110.00
Project Controls I.....	105.00
Safety Specialist.....	110.00
Safety Coordinator.....	95.00
Engineering Assistant.....	90.00
Administrative Assistant III.....	85.00
Administrative Assistant II.....	80.00
Administrative Assistant I.....	75.00
Clerical Assistant.....	60.00



**Engineering & Construction Management (con't)**

<b>Classification</b>	<b>Rate/Hour</b>
Expert Testimony .....	400.00
Expert Consultation .....	250.00

All crew rates are portal to portal and include vehicle and equipment. Offshore work will be billed at a premium rate of an additional \$10/hour to cover higher insurance costs. A premium multiplier of 1.5 for employees working over 8 hours per day and/or weekends, and 2.0 for employees working over 12 hours per day or over 8 on Sunday will be applied following California general overtime provisions.

**Reimbursable Expenses**

Plots .....	\$10.00 per sheet
Photocopies .....	\$0.20 per page
Color Copies (8 1/2 x 11) .....	\$1.50 per page
Color Copies (11 x 17) .....	\$3.00 per page
Other Reproduction .....	Cost + 15%
Shipping (UPS, Fed Ex, etc.) .....	Cost + 15%
Travel by Automobile .....	IRS standard mileage rate + 10%
Travel - Other Than Automobile .....	Cost + 15%
Per Diem .....	Cost + 15%
Permit Fees .....	Cost + 15%
Sub consultant Fees .....	Cost + 10%



**PREVAILING WAGE**

**Land Surveying Services**

**Classification**

**Rate/Hour**

3D Laser Scanning Crew (Two-Man) .....	330.00
3D Laser Scanning Crew (One-Man).....	280.00
3D Modeling.....	115.00
GPS Geomatic Crew (Two-Man).....	295.00
GPS Geomatic Crew (One-Man).....	195.00
Robotic Geomatic Crew (Two-Man).....	290.00
Robotic Geomatic Crew (One-Man) .....	180.00
FAA Part 107 Drone Crew (Two-Man) .....	290.00
FAA Part 107 Drone Crew (One-Man).....	180.00
Senior Project Manager .....	165.00
Project Manager III .....	155.00
Project Manager II.....	145.00
Project Manager I .....	135.00
Senior Land Surveyor.....	165.00
Land Surveyor III .....	135.00
Land Surveyor II .....	130.00
Land Surveyor I.....	120.00
Permit Coordinator .....	110.00
Project Coordinator .....	110.00
Safety Specialist .....	110.00
Safety Coordinator .....	95.00
CAD Technician III.....	110.00
CAD Technician II .....	95.00
CAD Technician I .....	90.00
Survey Technician V .....	115.00
Survey Technician IV .....	110.00
Survey Technician III.....	95.00
Survey Technician II .....	85.00
Survey Technician I.....	75.00
Engineering Assistant.....	90.00



**Land Surveying Services (con't)**

<b>Classification</b>	<b>Rate/Hour</b>
Administrative Assistant III .....	85.00
Administrative Assistant II .....	80.00
Administrative Assistant I.....	75.00
Clerical Assistant .....	60.00
Expert Testimony.....	400.00
Expert Consultation .....	250.00

All crew rates are portal to portal and include vehicle and equipment. Offshore work will be billed at a premium rate of an additional \$10/hour to cover higher insurance costs. A premium multiplier of 1.5 for employees working over 8 hours per day and/or weekends, and 2.0 for employees working over 12 hours per day or over 8 on Sunday will be applied following California general overtime provisions.

**Reimbursable Expenses**

Plots .....	\$10.00 per sheet
Photocopies .....	\$0.20 per page
Color Copies (8 1/2 x 11).....	\$1.50 per page
Color Copies (11 x 17).....	\$3.00 per page
Other Reproduction .....	Cost + 15%
Shipping (UPS, Fed Ex, etc.) .....	Cost + 15%
Travel by Automobile.....	IRS standard mileage rate + 10%
Travel - Other Than Automobile .....	Cost + 15%
Per Diem .....	Cost + 15%
Permit Fees .....	Cost + 10%
Sub consultant Fees.....	Cost + 15%
Survey Consumables .....	Cost + 15%


**Inspection Services**  
**Classification**

Classification	Rate/Hour	
	Office Rate	Field Rate
Creaform Technician	190.00	220.00
Phased Array Technician	190.00	220.00
Remote Operated Vehicle (ROV) Technician	190.00	220.00
PMI Technician	180.00	220.00
MFE Technician	180.00	220.00
FAA Part 107 Drone Crew (Two-Man)	190.00	290.00
FAA Part 107 Drone Crew (One-Man)	135.00	180.00
Remote Video Inspection (RVI)	190.00	220.00
Infrared Imaging Technician	135.00	220.00
Ground Penetrating Radar Technician	135.00	220.00
Senior Project Manager	165.00	-
Project Manager II	155.00	-
Project Manager II	145.00	-
Project Manager I	135.00	-
Project Coordinator	110.00	-
Safety Specialist	110.00	-
Safety Coordinator	95.00	-
Certified API Inspector (Senior)	115.00	195.00
Certified API Inspector	105.00	185.00
Certified Inspector	100.00	195.00
Protective Coatings Specialist (PCS)	120.00	195.00
NACE Certified Inspector Level III	115.00	195.00
NACE Certified Inspector Level II	100.00	185.00
NACE Certified Inspector Level I	90.00	175.00
NDE Level III / NDE Consultant	155.00	195.00
NDE Technician Level II	80.00	195.00
NDE Technician Level I	70.00	185.00
NDE Technician Assistant	55.00	125.00
CAD Technician III	110.00	-
CAD Technician II	95.00	-
CAD Technician I	90.00	-
Engineering Assistant	90.00	-
Administrative Assistant III	85.00	-
Administrative Assistant II	80.00	-
Administrative Assistant I	75.00	-
Clerical Assistant	60.00	-
Guided Wave Crew (Two-Man)	195.00	450.00

All crew rates are portal to portal and include vehicle and equipment. Offshore work will be billed at a premium rate of an additional \$10/hour to cover higher insurance costs. A premium multiplier of 1.5 for employees working over 8 hours per day or on Saturdays. A premium multiplier of 2.0 for employees working over 12 hours per day, on Sundays or on holidays will be applied following California general overtime provisions.



**Inspection Services (con't)**

**Reimbursable Expenses**

Plots .....	\$10.00 per sheet
Photocopies .....	\$0.20 per page
Color Copies (8 1/2 x 11).....	\$1.50 per page
Color Copies (11 x 17).....	\$3.00 per page
Other Reproduction .....	Cost + 15%
Shipping (UPS, Fed Ex, etc.).....	Cost + 15%
Travel by Automobile .....	IRS standard mileage rate + 10%
Travel - Other Than Automobile .....	Cost + 15%
Per Diem .....	GSA Rate
Permit Fees .....	Cost + 15%
Sub consultant Fees.....	Cost + 10%
Consumables .....	Cost + 15%
MT/PT Consumables .....	\$35 per can
High Temp UT Couplant .....	\$75 per tube
Coating Consumables .....	\$50 each





**EXHIBIT "A"****ACKNOWLEDGMENT FORM**

RFP for Services as District Engineer

**PART A**

The proposing Firm warrants the following:

1. That it will not delegate or subcontract its responsibilities under contract without the express, prior written permission from San Miguel Community Services District
2. That all information provided in connection with this Proposal is true and correct.
3. That it will acknowledge and agree with all terms and conditions stated in this Request for Proposal.

Firm Name (Respondent to RFP): Diversified Project Services International, Inc. (DPSI)

Address: City: State: Zip: 705 Fiero Lane, Suite 10, San Luis Obispo, CA 93401

Contact Name: Title: L. Alberto Lopez, Director of Civil Engineering

Telephone No: Email: O: 805-250-2891; C: 805-440-0885; alopez@dpsiinc.com

Signature 

**PART B**

The above listed Firm is responding to a Request for Proposals for a qualified and experienced Firm to provide special legal counsel.

**THIS COMPLETED FORM MUST BE RETURNED TO SAN MIGUEL COMMUNITY SERVICES DISTRICT BY THE RESPONDENT WITH THEIR PROPOSAL.**

**RETURN PROPOSAL PRIOR TO 12:00 P.M. September 24, 2021**

**San Miguel Community Services District**

**Po Box 180 / 1150 Mission Street**

**San Miguel, CA 93451**

**Attn: Kelly Dodds, Director of Utilities**



## Board of Directors Staff Report

October 28<sup>th</sup>, 2021

**AGENDA ITEM: XI-3**

**SUBJECT:** Review and approve Resolution 2021-32 authorizing the Director of Utilities to contract with Fluid Resource Management (FRM) for replacement of Dissolved Oxygen (DO) sensors and monitors at the Machado WWTF in an amount not to exceed \$16,971.60 and authorize a budget adjustment to Wastewater Capital outlay (40-500) from Wastewater Capital reserve.

---

**RECOMMENDATION:** Approve resolution 2021-32, authorizing the Director of Utilities to Contract with FRM to provide equipment and installation of replacement DO meters at the Machado WWTF.

---

The Machado WWTF uses Dissolved Oxygen (DO) Sensors and monitors to operator surface areators and ensure that the required DO levels are maintained in two of the four treatment ponds at the WWTF.

In late August, a failure of both DO monitors was discovered and since that time staff has been looking for the best long term solution.

With the pending upgrade of the WWTF and retasking of the effected ponds the DO monitors and sensors will match those that will be used in the new MBR and be kept as spares in the event that one needs to be replaced once they are removed from service.

### **FISCAL IMPACT**

This contract would result in an expenditure of \$16,971.60 from Wastewater Capital Outlay (50-500) and transfer from Wastewater Capital Reserve

PREPARED BY:

Kelly Dodds

Director of Utilities

Attachment:

1. Resolution 2021-32
2. FRM Proposal

## RESOLUTION NO. 2021-32

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SAN MIGUEL COMMUNITY SERVICES DISTRICT AUTHORIZING THE  
DIRECTOR OF UTILITIES TO CONTRACT WITH FLUID RESOURCE  
MANAGEMENT (FRM) TO REPLACE DISSOLVED OXYGEN SENSORS AND  
MONITORS AT THE MACHADO WWTF, IN AN AMOUNT NOT TO EXCEED  
\$16,971.60 FROM WASTEWATER CAPITAL OUTLAY (40-500) AND BUDGET  
ADJUSTEMENT AND TRANSFER FROM WASTEWATER CAPITAL RESERVE**

**WHEREAS**, San Miguel Community Services District (“District”) has the responsibility to maintain continuity of service to water, wastewater, and fire protection in times of emergency; and

**WHEREAS**, The Machado WWTF uses Dissolved Oxygen (DO) monitoring to operate pond aerators and maintain compliance; and

**WHEREAS**, without operable DO monitors the District is unable to ensure compliance with required DO levels in the primary treatment ponds; and

**WHEREAS**, replacement of this DO monitoring equipment will improve the overall performance of the WWTF and ensure continued compliance until the WWTF upgrade is completed; and

**WHEREAS**, the Board of Directors authorizes the Director of Utilities to contract with FRM to replace and install DO Sensors and monitors at the Machado WWTF in an amount not to exceed \$16,971.60; and

**WHEREAS**, the Board of Directors authorizes a budget adjustment to Wastewater Capital Outlay (40-500) with corresponding transfer from Wastewater Capital Reserve in the full contract amount; and

**NOW THEREFORE, BE IT RESOLVED**, the Board does, hereby, adopt this Resolution for purposes specified herein.

Signatures on following page

On the motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_ and on the following roll call vote, to wit:

294

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAINING:**

the foregoing Resolution is hereby passed and adopted this 28<sup>th</sup> day of October 2021.

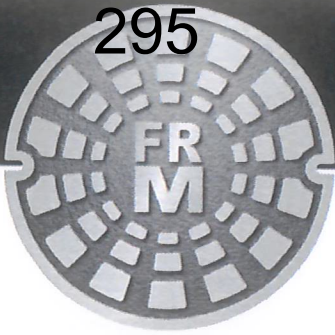
\_\_\_\_\_  
Raynette Gregory, Board President

**ATTEST:**

**APPROVED AS TO FORM AND CONTENT:**

\_\_\_\_\_  
Rob Roberson, Interim General Manager

\_\_\_\_\_  
Douglas L. White, District General Counsel



## PROPOSAL and CONTRACT

DATE Oct 13, 2021

PROPOSAL SUBMITTED TO  
San Miguel Community Services District C/O Kelly Dodds

STREET  
PO Box 180

CITY, STATE, AND ZIP CODE  
San Miguel, CA, 93451

ENGINEER  
N/A

DATE OF PLANS  
N/A

QB 21 - 154

PHONE  
(805) 467-3388

JOB NAME  
DO system Replacement

JOB LOCATION  
San Miguel WWTP

JOB PHONE  
N/A

Dear Mr. Dodds,

FRM proposes to furnish all labor, materials and equipment to complete the following scope of work;

### SCOPE OF WORK:

- Supply 2 new DO probes and analyzers manufactured by Endress Hauser.
- Manufacturer a probe mount and arm to extend the probe off the catwalk and submerged in the water.
- Mount the analyzer at the existing location for each pond.
- Reconnect existing electrical for sensory connection and power at the analyzer and probe junction box.
- Program the Analyzer to turn the aerator on/off as required by staff.

All of the above work to be completed in a substantial and workmanlike manner according to standard practices for the sum of Sixteen Thousand Nine Hundred Seventy One Dollars and Sixty Cents

(\$16,971.60 )

**Payments are due Net 30 days from the date of invoice unless stated otherwise in this contract.**

Any alteration or deviation from the above specifications involving extra cost of materials or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All agreements must be made in writing. This proposal is valid for 30 days.

### NOTICE

**Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is**

**CONTRACTORS STATE LICENSE BOARD  
1020 N Street, Sacramento, California 95814**

Respectfully Submitted,

FLUID RESOURCE MANAGEMENT

BY Michael Ellison

License No. 937346

I hereby agree to honor this contract for the work mentioned in this document. License No. 937346. Michael Ellison, FRM

### ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which San Miguel CSD agrees to pay the amount mentioned in said proposal, and according to the terms and conditions thereof (See conditions on next page).

DATE: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_

**NOTICE UNDER THE MECHANIC'S LIEN LAW (CALIFORNIA CODE OF CIVIL PROCEDURE, SECTION 1181 ET SEQ.), ANY CONTRACTOR, SUBCONTRACTOR, LABORER, SUPPLIER OR OTHER PERSON WHO HELPS TO IMPROVE YOUR PROPERTY BUT IS NOT PAID FOR HIS WORK OR SUPPLIES, HAS A RIGHT TO ENFORCE A CLAIM AGAINST YOUR PROPERTY. THIS MEANS THAT, AFTER A COURT HEARING, YOUR PROPERTY COULD BE SOLD BY A COURT OFFICER AND THE PROCEEDS OF THE SALE USED TO SATISFY THE INDEBTNESS. THIS CAN HAPPEN EVEN IF YOU HAVE PAID YOUR OWN CONTRACTOR IN FULL, IF THE SUBCONTRACTOR, LABORER, OR SUPPLIER REMAINS UNPAID.**

## TERMS AND CONDITIONS

1. Certificates of insurance will be issued when requested of Contractor.
2. The Contract, plans and specifications are intended to supplement each other. In case of conflict, however, the specifications shall control the plans, and the provisions of this contract shall control both.
3. The Contractor shall be excused for any delay in completion of the contract caused by acts of God, acts of the Owner or the Owner's agent, employee or independent Contractor, stormy weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure of the Owner to make progress payments promptly, or other contingencies unforeseeable by or beyond the reasonable control of the Contractor.
4. Should the Contractor fail to make any payments required under this paragraph, Owner may make such payments on behalf of Contractor, and Contractor shall on demand reimburse Owner for the amount actually paid, but Owner shall not by means of assignment or otherwise be entitled to collect any greater amount from Contractor than the amount actually paid for labor or material under this paragraph.
5. Taxes, assessments and permits are the Owner's responsibility.
6. Survey, staking and locations of existing utilities to be provided by Owner.
7. Extra Work: Should the Owner, construction lender, architect or engineer, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly.
8. Modifications or additions to the work shall be executed only when a Contract Change Order has been signed by both the Owner and the Contractor. The change in the Contract Price caused by such Contract Change Order shall be as agreed in writing, or if the parties are not in agreement as to the change in Contract Price, then the Contractor's actual cost for all labor, equipment, subcontracts and materials, plus a contractor's fee of 20% shall be the change in Contract Price.
9. Contractor shall promptly notify the Owner of (a) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as occurring in work of the character provided for in this contract. Any expense incurred due to such conditions shall be paid for by Owner as added work.
10. Owner agrees to sign and record a notice of completion within five days after the project is complete and ready for occupancy. If Owner fails to so record notice of completion, then Owner hereby appoints Contractor as Owner's agent to sign and record a notice of completion on behalf of Owner. This agency is irrevocable and is an agency coupled with an interest.
11. Owner will procure at his own expense and before the commencement of any work hereunder, fire insurance with course of construction, vandalism and malicious mischief clauses attached, such insurance to be in the sum at least equal to the contract price with loss, if any, payable to any beneficiary under any deed or trust covering the project, such insurance to name the Contractor and his subcontractors as additional insured and to protect Owner, contractor may procure such insurance as agent for and at the expense of Owner, but is not required to do so. If the project is destroyed or damaged by an accident, disaster, or calamity, such as fire, storm, flood, landslide, subsidence, or earthquake, or by theft or vandalism, any work done by Contractor in rebuilding or restoring the project shall be paid for by Owner. Contractor shall carry Workman's compensation Insurance for protection of Contractor's employee during the progress of the work. Owner shall obtain and pay for insurance against injury to his own employees and persons under Owner's direction and persons on the job site at Owner's invitation.
12. Contractor shall have the right to stop work immediately if any payment shall not be made timely to Contractor under this agreement, Contractor may keep the job idle until all payments due are received. Furthermore, the Contractor may at his option terminate the contract and the Owner shall be liable to the Contractor for breach of contract.
13. No action of any character arising from or related to this contract, or the performance thereof, shall be commenced by either party against the other more than two years after completion or cessation of work under this contract.
14. Upon completion of work, Contractor will remove debris and surplus material created by his operation from the Owner's property, and leave it in a neat and clean condition.
15. Neither party may assign this contract without written consent of the other party.
16. In the event the parties hereto become involved in litigation arising out of this contract, or the performance or breach thereof, the court in such litigation or in a separate suit, shall award reasonable costs, expenses and attorneys fees to the prevailing party. The courts shall not be bound by any court fee schedule, and may in the interest of justice, award the full amount of costs, expenses and attorneys fees incurred in good faith.
17. Contractor reserves right to engage subcontractors for any portion of the contracted work.
18. In the event the Owner occupies the project or any part thereof before the Contractor has received all payment due under this contract, such occupancy shall constitute full and unqualified acceptance of all of the Contractor's work by the Owner and the Owner agrees that such occupancy shall be a waiver of any and all claims against the Contractor.
19. The Contract shall be governed by the law of the State of California. All claims or disputes between the Contractor and the Owner, or with any other entity, arising out of, or relating to, the Contract Documents or the breach thereof shall be adjudicated in the Superior Court of San Luis Obispo, California.
20. The Contractor shall indemnify and save harmless Owner, including their officers, employees, affiliates, parent and subsidiaries, from and against any and all liability, claims, suits, losses, damages, costs, expenses, reasonable attorney's fees, or liability to the extent arising out of or resulting from any negligent acts, errors or omissions of Contractor, and its officers, employees, agents or sub consultants arising out of or in connection with Contractor operations to be performed under this agreement.
21. The Owner shall indemnify and save harmless Contractor, including their officers,, employees, affiliates, parent and subsidiaries, from and against any and all liability, claims, suits, losses, damages, costs, expenses, reasonable attorney's fees, or liability to the extent arising out of or resulting from any negligent acts, errors or omissions of Owner, and its officers, employees, affiliates, parent and subsidiaries arising out of or in connection with operations to be performed under this agreement, including the failure to use equipment in a manner as recommended or advised by Contractor as such failure will void any and all warranties from Contractor to the Owner.

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Client Signature

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Date





## San Miguel Community Services District

### Board of Directors Staff Report

October 28<sup>th</sup>, 2021

AGENDA ITEM: XI-7

**SUBJECT:** Discussion and Consideration by the Board of Directors of the San Miguel Community Services District to Issue a Notice of Contract Award to Ellison Environmental, Inc. dba Fluid Resource Management (Contractor) in an amount of \$6,894,512.30 to fabricate and install a Pre Engineered Package Membrane Bioreactor Municipal Wastewater Treatment System as part of the Machado Wastewater Treatment Facility Upgrade & Expansion Project per the Request for Proposals for the San Miguel Community Services District Wastewater Treatment Facility Upgrade & Expansion Pre-Engineered Package Membrane Bioreactor Municipal Wastewater Treatment System, which was prepared by Monsoon Consultants, dated April 22, 2021, and authorizing the Interim General Manager to execute the construction contract documents subject to the submittal of approved executed agreement, bonds, insurance certificates and other required contract forms & documentation by the contractor.

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#### **RECOMMENDATION:**

Approve a contract with Ellison Environmental, Inc. dba Fluid Resource Management in an amount of \$6,894,512.30 and issue a notice to proceed for the initial phase of work consisting of the preparation of the Engineering, Plans, Specifications, Shop Drawings and Cost Opinion for the project in the amount of \$206,835.37.

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#### **BACKGROUND:**

On October 21, 2019, the District directed the District Engineer, Monsoon Consultants, to provide project management assistance and coordinate the design development for the Machado WWTF Renovation & Expansion Project. This upgrade will eventually provide the District with the capacity to produce and convey a supply of high-quality effluent that will meet California Title 22 requirements for non-contact irrigation of vineyards and/or indirect recharge to the groundwater aquifer, with an initial average day dry weather flow capacity of 0.325 Million Gallons per Day (MGD) and the capacity for modular expansion of the MBR system to 0.50 MGD in the future. A major component of the project is the integrated pre-engineered package Membrane Bioreactor (MBR)/UV disinfection/sludge dewatering treatment system (MBR System). A Request for Proposals (RFP) and Technical Specifications package was prepared for this phase of the project

and the Board authorized the Interim General Manager to direct the staff to advertise for qualified cost proposals at the April 2021 Board meeting.

On June 14, 2021, a single bid was received from Ellison Environmental, Inc. dba Fluid Resource Management with a Base Bid amount of \$6,894,512.30. The Director of Utilities and the District Engineer have reviewed the bid and determined that Ellison Environmental, Inc. dba Fluid Resource Management has met the requirements of the bidding documents and is qualified to perform the required work.

The engineer’s estimate for the Integrated Membrane Bioreactor (MBR)/UV disinfection/sludge dewatering treatment system, with factory testing, installation, start-up, commissioning, and operator training was approximately \$6,800,000.

The District is working with the USDA and DWR to secure funding for the overall project, including the work to be performed in conjunction with MBR System. It is anticipated that the project will be partially funded with USDA and DWR grant funds. The Contractor shall comply with all state and federal requirements, including meeting the prevailing wage requirements established by the state and federal governments.

**FUNDING:**

Funding for the initial design and engineering will be paid from Capital Reserves and General Rate revenue. (40-950-WWTF MBR)

Only after construction funding is secured will not to proceed with construction/fabrication be issued.

A budget adjustment equal to the design engineering cost will be made from Capital Reserve to 40-950 WWTF MBR

**FISCAL IMPACT**

The initial cost to the District for this contract will be approximately \$206,835.37.

PREPARED BY:

APPROVED BY:

\_\_\_\_\_

\_\_\_\_\_

Kelly Dodds, Director of Utilities

Rob Roberson, Interim General Manager

- Attachments: Contract
- General Conditions
- Supplemental Conditions
- Notice of Contract Award
- Notice to Proceed (Initial Phase of Work)

Performance Bond Form  
Payment Bond Form

**RESOLUTION NO. 2021-33****A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT APPROVING A NOTICE OF CONTRACT AWARD TO ELLISON ENVIRONMENTAL, INC. DBA FLUID RESOURCE MANAGEMENT FOR INSTALLATION OF A MEMBRANE BIOREACTOR MUNICIPAL WASTEWATER TREATMENT SYSTEM FOR THE MACHADO WASTEWATER TREATMENT FACILITY UPGRADE AND EXPANSION PROJECT**

**WHEREAS**, the San Miguel Community Services District (“District”) is in the process of the Machado Wastewater Treatment Facility (“WWTF”) Upgrade and Expansion Project; and

**WHEREAS**, the Board voted at the April 2021 Board Meeting of the District to issue a Request for Proposals (RFP) and Technical Specification for the project; and

**WHEREAS**, a single bid was received from Ellison Environmental, Inc. dba Fluid Resource Management (“Ellison”) with a Base Bid amount of \$6,894,512.30; and

**WHEREAS**, the District Director of Utilities and District Engineer have met and discussed the bid from Ellison and agree that it meets the requirements of the bidding documents and that Ellison is qualified to perform the required work; and

**WHEREAS**, this Resolution authorizes the Interim General Manager to enter into a contract with Ellison Environmental, Inc. dba Fluid Resource Management in the amount of \$6,894,512.30 and issue a Notice to Proceed for the initial phase of work consisting of the preparation of the Engineering, Plans, Specifications, Shop Drawings and Cost Opinion for the project in the amount of \$206,835.37 to be allocated from Capital Reserves and General Rate revenue.

**NOW THEREFORE, BE IT RESOLVED**, the San Miguel Community Services District Board of Directors does hereby adopt this Resolution authorizing the Interim General Manager to agree to the proposed contract with Ellison Environmental, Inc. and the associated budget allocations.

On the motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_ and \_\_\_\_\_ on the following roll call vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINING:**

The foregoing Resolution is hereby passed and adopted this 28<sup>th</sup> day of October 2021.

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Raynette Gregory, President  
Board of Directors

ATTEST:

APPROVED AS TO FORM:

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Rob Roberson, Interim General Manager

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Douglas L. White, General Counsel

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between San Miguel Community Services District (“Owner”) and Ellison Environmental, Inc. dba Fluid Resource Management (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

### **ARTICLE 1—WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The Work shall consist of site preparation and providing, installing, testing & adjusting, start-up, and provide operator training of a Pre-Engineered Package Membrane Bioreactor System (MBR System). As part of the work to be provided, the Contractor shall provide design assistance to the Owner and their Engineer, including necessary drawings and sketches, and review design drawings during the design and construction documentation phases of the project. In addition, the Contractor shall prepare a detailed set of shop drawings, engineering calculations, and equipment supply lists for the Engineer to incorporate into their design and the construction documentation package. The shop drawings will be used by the Owner to coordinate the design of all related WWTF component designs to ensure that the MBR system is properly integrated into the overall WWTF design. The MBR System shall include the Pre-Engineered Package integrated Membrane Bioreactor (MBR) / UV Disinfection / Sludge Dewatering treatment system, with factory testing, installation, start-up, commissioning, and operator training as described and specified in the Request for Proposals for the San Miguel Community Services District Wastewater Treatment Facility Upgrade & Expansion Pre-Engineered Package Membrane Bioreactor Municipal Wastewater Treatment System, which was prepared by Monsoon Consultants, dated April 22, 2021.

### **ARTICLE 2—THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The Project is a component of the Machado WWTF Renovation & Expansion Project. This upgrade will eventually provide the San Miguel Community Services District with the capacity to produce and convey a supply of high-quality effluent that will meet California Title 22 requirements for non-contact irrigation of vineyards and / or indirect recharge to the groundwater aquifer, with an initial average day dry weather flow capacity of 0.325 Million Gallons per Day (MGD) and the capacity for modular expansion of the MBR system to 0.50 MGD in the future. A major component of the project is the integrated Membrane Bioreactor (MBR) / UV Disinfection / Sludge Dewatering treatment system (MBR System).

**ARTICLE 3—ENGINEER**

- 3.01 The Owner will retain a qualified engineering firm (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Technical Specifications and Request for Proposals for the Pre-Engineered Package Membrane Bioreactor Municipal Wastewater Treatment System, that serves as the basis for the Work to be provided by the Contractor under the terms of this Contract, has been prepared by Monsoon Consultants.

**ARTICLE 4—CONTRACT TIMES**

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially complete on or before November 30, 2022, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before December 31, 2022.
- 4.03 NOT USED
- 4.04 *Milestones*
- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. Milestone 1 - Equipment Submittals: Due on or before December 3, 2021
  2. Milestone 2 - Draft (90% Complete) Engineering, Plans, Specifications, Shop Drawings and Cost Opinion: Due on or before January 31, 2022
  3. Milestone 3 – Owner Review: To be completed on or before February 28, 2022
  4. Milestone 4 – Final (100% Complete) Engineering, Plans, Specifications, Shop Drawings and Cost Opinion: Due on or before April 1, 2022
- Milestone 5 – Substantial Completion of all Fabrication / Factory Testing / Site Preparation & Site Work / Installation / Start-Up / Operator Training: Due on or before November 30, 2022
- Milestone 6 – Final Completion of all Fabrication / Factory Testing / Site Preparation & Site Work / Installation / Start-Up / Operator Training and Project Acceptance by the Owner and all Funding and Permitting Agencies: Due on or before December 31, 2022
- 4.05 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.

Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$1500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### **ARTICLE 5—CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work as described in Bid Items 1 through 5, inclusive, at the prices stated in Contractor's Bid, attached hereto as an exhibit.
  - B. The total fixed fee contract price for the work to be performed under the terms of this contract is \$6,894,512.30.

#### **ARTICLE 6—PAYMENT PROCEDURES**

##### **6.01 *Submittal and Processing of Payments***

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

##### **6.02 *Progress Payments; Retainage***

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about 15-days after a progress payment is approved by the Owners Board of Directors for payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. 95 percent of the value of the Work completed (with the balance being retainage).



- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
  - B. Upon Substantial Completion of the entire construction to be provided under the construction Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03 *Final Payment*
- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 *Consent of Surety*
- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- 6.05 *Interest*
- A. All amounts not paid when due will bear interest at the rate of zero percent per annum.

## **ARTICLE 7—CONTRACT DOCUMENTS**

- 7.01 *Contents*
- A. The Contract Documents consist of all of the following:
    1. This Agreement.
    2. Bonds:
      - a. Performance bond (together with power of attorney).
      - b. Payment bond (together with power of attorney).
    3. General Conditions.
    4. Supplementary Conditions.
    5. Request for Proposals for the San Miguel Community Services District Wastewater Treatment Facility Upgrade & Expansion Pre-Engineered Package Membrane Bioreactor Municipal Wastewater Treatment System, which was prepared by Monsoon Consultants, dated April 22, 2021. (Included in the Contract Documents by Reference).
    6. Cost Proposal submitted by Ellison Environmental, Inc. dba Fluid Resource Management ("Contractor") dated May 26, 2021 to perform the required site preparation and provide, install, test & adjust, start-up, and provide operator training of a Pre-Engineered Package Membrane Bioreactor System (MBR System). The complete Cost Proposal, including all attachments, are included in the Contract Documents by Reference. The Bid / Proposal Forms are also included as an attachment to this Contract.
    7. Exhibits to this Agreement (enumerated as follows):
      - a. None

8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.
- E. Note that if a discrepancy exists between the Request for Proposals (RFP) dated April 22, 2021 and the Cost Proposal submitted by Ellison Environmental, Inc. dba Fluid Resource Management (“Contractor”) dated May 26, 2021, the requirements of the RFP shall govern.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor’s Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor’s safety precautions and programs.
  5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on October 28, 2021 (which is the Effective Date of the Contract).

Owner:

Contractor:

\_\_\_\_\_  
*(typed or printed name of organization)*

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Date: \_\_\_\_\_  
*(date signed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

*(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address:

Address:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

*(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

License No.: \_\_\_\_\_  
*(where applicable)*

State: \_\_\_\_\_

## APPENDIX A Proposal Forms

The MBR System vendor proposing this work shall fill in the dollar amounts and other necessary information in the Proposal Amount Schedule (Schedule) below. In case of any inconsistencies in the Proposal Price(s) between words and figures, the Proposal Price(s) in words shall prevail.

- A.** The dollar amount for Item No. 1 (Total MBR System) provided in this Schedule shall constitute the Proposal Price and be the amount to be paid by the DISTRICT to the MBR System vendor to provide the design and shop drawings, prepare the MBR System site, and deliver, install, start-up, test, adjust and train the DISTRICT's operators on the proposed MBR System to the Machado WWTF site. The MBR System vendor shall also indicate the cost of an annual service contract in Item No. 4. The DISTRICT reserves the right to purchase Item No. 4 at any time during the ten (10) year period described in **Section 2.18.7 Warranty**.

Item No.	Description		
<b>1</b>	<p><b>Total MBR System:</b></p> <p>Per Scope of Services and Specification sections, including freight charges, transit insurance, and taxes<sup>1</sup> for (2) MBR trains, packaged sludge handling system and packaged UV with a combined average annual flow of 325,000 gpd (see RFP Table 1-1), as a pre-negotiated lump sum amount for MBR System.</p>		
	<p><b>Total MBR System Price</b></p> <p>\$ Six million, one hundred sixty six thousand one hundred twenty nine dollars and forty one cents</p>	LS	\$ 6,166,129.41
<b>2</b>	<p><b>Installation and Re-assembly of Packaged Components</b></p> <p>Per Section 017319 and other scope sections pertaining to installation and re-assembly of all packaged components onsite; including freight charges, transit insurance, re-assembly, craning and anchoring</p> <p>Four Hundred Sixty Four Thousand Nine Hundred Thirty Dollars and Twenty Three Cents</p>	LS	\$ 464,930.23
<b>3</b>	<p><b>Optional Slab Pricing</b></p> <p>Per Scope provided in Section 017319.I</p> <p>One hundred seventy thousand three hundred sixty eight dollars and sixty five cents</p>	LS	\$ 170,368.65
<b>4</b>	<p><b>Cost of Annually Renewable Service Contract:</b></p> <p>Annual cost of services as outlined in Section 3.06, valid for a minimum period of five (5) years from acceptance by DISTRICT of the MBR System.</p>	LS	\$ 7,000.00

\*Notes: -Freight was labeled twice, as such freight was shown in the installation (Bid Item No. 2)  
 -For complete tabulated breakdown of Bid Item No. 1, see Cloacina proposal pricing pages

5	<b>Spare Parts Package</b> <b>Supply and delivery of all spare parts per Section 017843</b> \$Eighty Six Thousand Eighty Three Dollars and Sixty (Eight Cents	LS	\$ 86,083.68
<sup>1</sup> All applicable taxes including Sales Tax at the applicable rate for San Luis Obispo County shall also be included in the lump sum price.			

### Cost Escalation

- A. Item No. 6 presents a monthly cost escalation price and represents the total cost per month for each additional month in the event the MBR System Equipment is not ordered by the DISTRICT by **January 1, 2022**. In the event the MBR System Equipment is not ordered by the DISTRICT by **January 1, 2022** the monthly cost escalation price will be multiplied by the total number of months between **January 1, 2022** and the date that the MBR System Equipment is ordered by the DISTRICT. This dollar amount will be added to the Total MBR System lump sum price provided under Proposal Item No. 1, to arrive at the new total lump sum price. The monthly cost escalation price shall incorporate freight charges, transit insurance, and taxes.

Item No.	Description	Monthly Price
6	<b>COST ESCALATION</b> The monthly cost escalation price will be used in the event the MBR Equipment is not ordered by the DISTRICT by <b>January 1, 2022</b> .	\$ 7,840.00

- B. Guaranteed maximum membrane module replacement cost for a minimum period of ten (10) years from acceptance by DISTRICT of the MBR System. Cost for this item shall be based upon the unadjusted U.S. Department of Labor Consumer Price Index (CPI) for all Urban Consumers (CPI-U All Cities Average) as of the month of bid opening and will be subject to annual adjustment based on the published U.S. CPI-U (All Cities Average). In determining the cost to be incurred by the DISTRICT, membranes replaced in the first two (2) years shall be 100% covered by the MBR System vendor with linear proration for the remaining period to 10 years. That is, the MBR System vendor shall bear 100% of any repair/replacement costs during the first two (2) years of the warranty period. After this two (2) year period, the MBR System vendor's cost burden shall decrease uniformly (i.e., in a linear fashion) from 100% to 0% over the next eight (8) years at a rate of 12.5% per year. During the warranty period, the MBR System vendor shall repair or replace the defective membrane modules within 14 calendar days of receiving notice of a failure. The replacement membrane modules shall be the latest generation membrane modules offered by the MBR System vendor, if compatible with the existing system.

Membrane modules used to replace membranes purchased under the original agreement will assume the balance of the warranty of the original membranes; however, the cost of replacing the replacement membrane modules will be 100% covered by the MBR System vendor for a period of two (2) years following installation.

Item No.	Description	Module Unit Cost
7	<p><b>GUARANTEED MAXIMUM MEMBRANE MODULE REPLACEMENT COST (DURING WARRANTY PERIOD)</b></p> <p>Total unit price for replacement membrane modules, including, but not limited to: membrane module components, packing, transit insurance, freight to the plant site and taxes<sup>1</sup>.</p> <p>In all cases, the DISTRICT shall be allowed to purchase replacement and/or additional MBR modules at the fair market value cost if that cost is less than the Guaranteed Maximum Replacement cost.</p>	\$ 2,580.00
<p><sup>1</sup>All applicable taxes including Sales Tax at the rate for San Luis Obispo County shall also be included in the lump sum price.</p>		

- C. Guaranteed membrane module replacement cost after the warranty period, beginning eleven (11) years after acceptance by DISTRICT of the MBR System. Cost for this item shall be based upon the unadjusted U.S. Department of Labor Consumer Price Index (CPI) for all Urban Consumers (CPI-U All Cities Average) as of the month of bid opening and will be subject to annual adjustment based on the published U.S. CPI-U (All Cities Average). The replacement membrane modules shall be the latest generation membrane modules offered by the MBR System vendor.

Item No.	Description	Module Unit Cost
8	<p><b>GUARANTEED MAXIMUM MEMBRANE MODULE REPLACEMENT COST (AFTER WARRANTY PERIOD)</b></p> <p>Total unit price for replacement membrane module, including, but not limited to: membrane module components, packing, transit insurance, freight to the plant site and taxes<sup>1</sup>.</p> <p>In all cases, the DISTRICT shall be allowed to purchase replacement and/or additional MBR modules at the fair market value cost if that cost is less than the Guaranteed Maximum Replacement cost.</p>	\$ 2,580.00
<p><sup>1</sup>All applicable taxes including Sales Tax at the rate for San Luis Obispo County shall also be included in the lump sum price.</p>		

Item No.	Description	Module Unit Cost
9	<p><b>GUARANTEED MAXIMUM MEMBRANE MODULE PURCHASE COST</b></p> <p>Total unit price for added membrane modules, including, but not limited to: membrane module components, packing, transit insurance, freight to the plant site and taxes<sup>1</sup>.</p> <p>In all cases, the DISTRICT shall be allowed to purchase replacement and/or additional MBR modules at the fair market value cost if that cost is less than the Guaranteed Maximum Purchase cost.</p>	\$ 2,580.00
<p><sup>1</sup>All applicable taxes including Sales Tax at the rate for San Luis Obispo County shall also be included in the lump sum price.</p>		

D. The values indicated by the MBR System vendor for the yearly power and chemical consumption will be used by the DISTRICT to determine the 20-year life-cycle cost of the MBR System vendor’s MBR System. A typical diurnal flow pattern should be assumed with flow rates as indicated in **RFP Table 1-1**. Calculations supporting the values indicated by the MBR System vendor shall be submitted with the proposal. An inflation rate of 4% and a discount rate of 5% will be applied to power and chemical costs to determine the life-cycle cost.

**Yearly Power Consumption (Based on Average Annual Design Flow)**

Load	Power Consumption (kWh/yr)	Unit Cost (\$/kWh)
Membrane Air Scour Blowers <sup>1</sup>	See KWH Worksheet	\$0.13
Permeate Pumps	See KWH Worksheet	\$0.13
CIP System	See KWH Worksheet	\$0.13
Backpulse Pumps	Included in Permeate Calcs	\$0.13
Drain Pumps	N/A	\$0.13
Air Compressors	N/A	\$0.13
Biological Recirculation Pump	Calc'd into FAS/ML Feed Pumps	\$0.13
ML Feed Pump	See KWH Worksheet	\$0.13
Waste Activated Sludge Pump	See KWH Worksheet	\$0.13



Other loads (specify below along with power consumption)		
Mechanically- Cleaned Screen	See KWH Worksheet	\$0.13
Anoxic Mixer(s)	See KWH Worksheet	\$0.13
Aeration Blower	See KWH Worksheet	\$0.13
Filtrate Pump	See KWH Worksheet	\$0.13
Membrane Blower	See KWH Worksheet	\$0.13

Based upon daily power consumption as indicated in the "Membrane Air Scour Blower Power Consumption" table below and Average Annual Flow (see RFP Table 1-1).

### Membrane Air Scour Blower Power Consumption

Membrane Air Scour Blower Operating Mode	Duration of Operating Mode (hours/day)	Membrane Air Scour Flow (SCFM)	Membrane Air Scour Blower Power Consumption (hp)
L 200,000 GPD* d)	20	154	10
**			
**			
**			
**			
**			
H 487,500 GPD* l)	24	154	10

\*\*To be specified by the MBR EQUIPMENT SUPPLIER.

\*Assuming the min/max flows here were carryover from previous RFP. Adjusted for what a commensurate lowflow and MDF is based on Table 1-1

\*\*The membrane air scour blowers can be turned down for low flow, however Suez has 10,000+ units and has deemed this to be an across the line scfm/module for all flow ranges, thus eliminating complexity. The minimal kwh gains are offset by tmp losses and increased CIP's for this flow range. Thus, the hours spent in scour are the only change necessary.

## Yearly Chemical Consumption

Chemical	Consumption (lbs/yr)	Unit Cost (\$/lb)
Sodium Hypochlorite (12.5%)	10,229.75	\$ .21
Citric Acid (50%) (if required)	14,093.66	\$ .47
Oxalic Acid (100%) (if required)	N/A	\$ N/A

Chemical	Consumption (lbs/yr)	Unit Cost (\$/lb)
Other chemicals (specify below along with consumption and unit cost)		

\*Assumes ADF and (1) train CIP'd weekly

**Receipt of Addenda**

It is the MBR System vendor's responsibility to confirm receipt of all addenda prior to submitting a proposal. The MBR System vendor hereby confirms receipt of all Request for Proposal Addenda. The MBR System vendor shall also include all addenda, duly signed, as an attachment to their proposal.



Signature

Fluid Resource  
Mgt/Cloacina

Company Name

Troy Ellison

Printed Name

5/26/2021

Date

CEO/Owner

Title

Addenda Received (# and date of each addendum): #1, received 5/26/2021

**MBR System Vendor Identification**

1. Legal name of Vendor: Ellison Environmental DBA Fluid Resource Mgt, Inc.

2. Street Address: 2385 Precision Drive, Arroyo Grande CA 93420

3. Mailing Address: Same

4. Business Telephone: 805-597-7100

5. Facsimile Telephone: 805-597-7171

6. Type of Business:

Sole Proprietor                       Partnership                       Corporation

Other \_\_\_\_\_

If corporation, indicate State where incorporated:

CA

7. Business License number issued by the Issuing Authority where the Supplier's principal place of business is located.

Number: 110207

Issuing Authority: SLO County

8. Federal Tax Identification Number: 26-2216075

9. Supplier's Representative: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTICE OF AWARD**

Date of Issuance: October 28, 2021  
 Owner: San Miguel Community Services District Owner's Project No.:  
 Engineer: Monsoon Consultants Engineer's Project No.: 2019.10.002b  
 Project: Machado Wastewater Treatment Facility Upgrade & Expansion  
 Contract Name: Pre-Engineered Package Membrane Bioreactor Treatment System  
 Bidder: Ellison Environmental, Inc. dba Fluid Resource Management  
 Bidder's Address: 2385 Precision Drive, Arroyo Grande, CA 93420

You are notified that Owner has accepted your Bid dated May 26, 2021 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for the work generally described as follows:

The Work shall consist of those items as described in Bid Items 1 through 5, inclusive, at the prices stated in Contractor's Bid, including site preparation and providing, installing, testing & adjusting, start-up, and provide operator training of a pre-engineered package Membrane Bioreactor System (MBR System). As part of the work to be provided, the Contractor shall provide design assistance to the Owner and their Engineer, including necessary drawings and sketches, and review design drawings during the design and construction documentation phases of the project. In addition, the Contractor shall prepare a detailed set of shop drawings, engineering calculations, and equipment supply lists for the Engineer to incorporate into their design and the construction documentation package. The shop drawings will be used by the Owner to coordinate the design of all related WWTF component designs to ensure that the MBR system is properly integrated into the overall WWTF design. The MBR System shall include the pre-engineered package integrated Membrane Bioreactor (MBR) /UV disinfection/sludge dewatering treatment system, with factory testing, installation, start-up, commissioning, and operator training as described and specified in the Request for Proposals for the San Miguel Community Services District Wastewater Treatment Facility Upgrade & Expansion Pre-Engineered Package Membrane Bioreactor Municipal Wastewater Treatment System, which was prepared by Monsoon Consultants, dated April 22, 2021.

The Contract Price of the awarded Contract is \$6,894,512.30. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and other work performed on a cost-plus-fee basis, as applicable.

Two (2) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner two (2) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): The Owner intends to issue separate Notices to Proceed for the Engineering, Plans, Specifications, Shop Drawings and Cost Opinion phase of the work with subsequent Notice(s) to Proceed for Fabrication/Factory Testing/Site Preparation & Site Work

/Installation/Start-Up/Operator Training phases of the work. The Contractor shall not proceed with any phase of the work until a Notice to Proceed is issued by the Owner for such work.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **San Miguel Community Services District**

By (*signature*): \_\_\_\_\_

Name (*printed*): \_\_\_\_\_

Title: \_\_\_\_\_

Copy: Engineer

**NOTICE TO PROCEED**

Owner: San Miguel Community Services District Owner's Project No.: \_\_\_\_\_  
 Engineer: Monsoon Consultants Engineer's Project No.: 2019.10.002b  
Ellison Environmental, Inc. dba Fluid  
 Contractor: Resource Management Contractor's Project No.: \_\_\_\_\_  
 Project: Machado Wastewater Treatment Facility Upgrade & Expansion  
 Contract Name: Pre-Engineered Package Membrane Bioreactor Treatment System - Engineering, Plans, Specifications, Shop Drawings and Cost Opinion phase  
 Effective Date of Contract: October 28, 2021

Owner hereby notifies Contractor that the Contract times under the above Contract will commence to run on October 28, 2021 pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract documents. No Work will be done on work associated with this Contract prior to such date.

In accordance with the Agreement:

The date by which substantial completion must be achieved for the Engineering, Plans, Specifications, Shop Drawings and Cost Opinion phase of work is April 1, 2022, and the date by which readiness for final payment must be achieved is April 15, 2022.

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

1. A. For all Work as associated with the Engineering, Plans, Specifications, Shop Drawings and Cost Opinion phase an amount equal to 3% of the total Contract amount, which equates to \$206,835.37.

Before starting any Work associated with the Engineering, Plans, Specifications, Shop Drawings and Cost Opinion phase of the work, Contractor must comply with the following:

1. Deliver to Owner two (2) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

Owner: **San Miguel Community Services District**

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date Issued: \_\_\_\_\_

Copy: Engineer

## STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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## STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

### ARTICLE 1—DEFINITIONS AND TERMINOLOGY

#### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*
    - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
  - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
  - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
  12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
  13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
  14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
  15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
  16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
  17. *Cost of the Work*—See Paragraph 13.01 for definition.
  18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
  19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
  20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
  21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
  - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
  - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
  - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor’s plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.



43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
  - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
  - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
  2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2—PRELIMINARY MATTERS

### 2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### 2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

### 2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  2. a preliminary Schedule of Submittals; and
  3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
  - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

**ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE****3.01 Intent**

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
  - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
  - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

**3.02 Reference Standards**

- A. *Standards Specifications, Codes, Laws and Regulations*
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

#### B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

### 3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
  - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

## **ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

### 4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

### 4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

### 4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

#### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
  - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  - 2. Abnormal weather conditions;
  - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
  - 4. Acts of war or terrorism.



- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
  2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
  3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
  2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
  3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
  4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
  5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

## **ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **5.01 *Availability of Lands***

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

#### 5.02 *Use of Site and Other Areas*

##### A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
  2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
  - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

### 5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

#### 5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
  2. is of such a nature as to require a change in the Drawings or Specifications;
  3. differs materially from that shown or indicated in the Contract Documents; or
  4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
  - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
  - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
    - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
    - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
    - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
  3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
  4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

#### 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
  2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
  4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
  5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
  2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
  3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
  4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
  - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
  - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
  3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
  4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

#### 5.06 *Hazardous Environmental Conditions at Site*

##### A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

##### B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special



conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 6—BONDS AND INSURANCE**

### **6.01 *Performance, Payment, and Other Bonds***

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

- Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
  - E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
  - F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
  - G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
  - H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

#### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

- Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
  - F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
  - G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
  - H. Contractor shall require:
    - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
    - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
  - I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
  - J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
  - K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

#### 6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
  1. include at least the specific coverages required;
  2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
  3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
  4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
  5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
  1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
  2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
  3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

#### 6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

#### 6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
  2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

**ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

#### 7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
      - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;



- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
  - 3) has a proven record of performance and availability of responsive service; and
  - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
  - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

#### 7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
  2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
  - a. will certify that the proposed substitute item will:
    - 1) perform adequately the functions and achieve the results called for by the general design;
    - 2) be similar in substance to the item specified; and
    - 3) be suited to the same use as the item specified.
  - b. will state:
    - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
    - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
    - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
  - c. will identify:
    - 1) all variations of the proposed substitute item from the item specified; and
    - 2) available engineering, sales, maintenance, repair, and replacement services.
  - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### 7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### 7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

### 7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

#### 7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

#### 7.16 *Submittals*

##### A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
  - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determine and verify:
    - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
    - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
  - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
    - a. Contractor shall submit the number of copies required in the Specifications.
    - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
  2. *Samples*
    - a. Contractor shall submit the number of Samples required in the Specifications.
    - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
  3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
  2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
  3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
  4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will



document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

*D. Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

*E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
  - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
  - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
  - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
  - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
  - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
  - 1. Observations by Engineer;
  - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
  - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  - 4. Use or occupancy of the Work or any part thereof by Owner;
  - 5. Any review and approval of a Shop Drawing or Sample submittal;
  - 6. The issuance of a notice of acceptability by Engineer;
  - 7. The end of the correction period established in Paragraph 15.08;
  - 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

#### 7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

#### 7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
  - 1. Checking for conformance with the requirements of this Paragraph 7.19;
  - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
  - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

#### **ARTICLE 8—OTHER WORK AT THE SITE**

##### **8.01 *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

#### 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

#### 8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
  2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 9—OWNER'S RESPONSIBILITIES**

### 9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### 9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

### 9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### 9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

**ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION****10.01** *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

**10.02** *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

**10.03** *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

**10.04** *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.



E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

**ARTICLE 11—CHANGES TO THE CONTRACT****11.01 *Amending and Supplementing the Contract***

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

**11.02 *Change Orders***

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
  - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

**11.03 *Work Change Directives***

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
  1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
  2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

#### 11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

#### 11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
  2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
  3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
  2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
    - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
    - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
    - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
    - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

#### 11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

#### 11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

- B. *Change Proposal Procedures*

1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
  - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
  - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

#### 11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### ARTICLE 12—CLAIMS

#### 12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
  1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
  3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
  4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
  - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
  - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
  - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## **ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **13.01 *Cost of the Work***

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
  - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
  2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
  3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
  4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
  5. Other costs consisting of the following:
    - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
    - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are



consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
- 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
  - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
  - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
  - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
  - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
  - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
  - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
  - 6. Expenses incurred in preparing and advancing Claims.
  - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
    - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
    - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
      - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
      - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
  - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

### 13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
  - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
  - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

**ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  3. by manufacturers of equipment furnished under the Contract Documents;
  4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

**14.07** *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

**ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

**15.01** *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
  - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
  - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.



4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
    - a. to supervise, direct, or control the Work;
    - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
    - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
    - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
    - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
  5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
  6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
    - a. the Work is defective, requiring correction or replacement;
    - b. the Contract Price has been reduced by Change Orders;
    - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
    - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
    - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. *Payment Becomes Due*
1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- E. *Reductions in Payment by Owner*
1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
    - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. The Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. The Contract Price has been reduced by Change Orders;
  - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
  - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
  - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

#### 15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

#### 15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 15.06 *Final Payment*

##### A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

#### 15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

#### 15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such adjacent areas;
  - 2. correct such defective Work;
  - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

### 16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

### 16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
  2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
  2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

- attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
  - G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

#### 16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The



provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## ARTICLE 17—FINAL RESOLUTION OF DISPUTES

### 17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
  2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
  2. agree with the other party to submit the dispute to another dispute resolution process; or
  3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## ARTICLE 18—MISCELLANEOUS

### 18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
  2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
  3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

### 18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### 18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

### 18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

### 18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

### 18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

### 18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

### 18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

### 18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

## SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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## SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

### ARTICLE 1—DEFINITIONS AND TERMINOLOGY

SC-1.01.A.8 – Add the following at the end of the Paragraph:

The Change Order form to be used on this Project is EJCDC C-941 (2018). Agency approval is required before Change Orders are effective.

SC-1.01.A.30 – Add the following at the end of the Paragraph:

For the purposes of Rural Development, this term is synonymous with the term "applicant" as defined in 7 CFR 1780.7 (a) (1), (2) and (3) and is an entity receiving financial assistance from the federal programs.

SC-1.01.A.50 – Add the following at the end of the Paragraph:

The Work Change Directive form to be used on this Project is EJCDC C-940 (2018). Agency approval is required before a Work Change Directive is issued.

SC-1.01.A.51 – Add the following new paragraph immediately after Paragraph 1.01.A.50:

51. Agency - The Project is financed in whole or in part by USDA Rural Utilities Service pursuant to the Consolidated Farm and Rural Development Act (7 USC Section 1921 et seq.). The Rural Utilities Service programs are administered through the USDA Rural Development offices; therefore, the Agency for these documents is USDA Rural Development.

SC-1.01.A.52 – Add the following new paragraph with the title "American Iron and Steel Definitions" immediately after Paragraph 1.01.A.51:

52.a *American Iron and Steel (AIS)* - Requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference for "iron and steel products," meaning the following products, if made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and Construction Materials. AIS requirements apply in each of the several states, the District of Columbia, and each federally recognized Tribe, but not the U.S. Territories.

52.b *Coating* - A covering that is applied to the surface of an object. If a Coating is applied to the external surface of a domestic iron or Steel component, and the application takes place outside of the United States, said product would be considered a compliant product under the AIS requirements. Any Coating processes that are applied to the external surface of Iron and Steel components that would otherwise be

AIS compliant would not disqualify the product from meeting the AIS requirements regardless of where the Coating processes occur, provided that final assembly of the product occurs in the United States. This exemption only applies to Coatings on the *external surface* of Iron and Steel components. It does not apply to Coatings or linings on internal surfaces of Iron and Steel products, such as the lining of lined pipes. All Manufacturing Processes for lined pipes, including the application of pipe lining, must occur in the United States for the product to be compliant with AIS requirements.

52.c *Construction Materials* - Those articles, materials, or supplies made primarily of iron and/or steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. Note: Mechanical and electrical components, equipment and systems are not considered Construction Materials. See definitions of Mechanical Equipment and Electrical Equipment.

52.d *Contractor’s Certification* - Documentation submitted by the Contractor upon Substantial Completion of the Contract that all Iron and Steel products installed were Produced in the United States.

52.e *De Minimis* - Various miscellaneous, incidental low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. Examples of *De Minimis* components could include small washers, screws, fasteners (such as “off the shelf” nuts and bolts), miscellaneous wire, corner bead, ancillary tube, signage, trash bins, door hardware etc. Costs for such *De Minimis* components cumulatively may comprise no more than a total of five percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed one percent of the total cost of the materials used in and incorporated into a project.

52.f *Electrical Equipment* - Typically any machine powered by electricity and includes components that are part of the electrical distribution system. AIS does not apply to Electrical Equipment.

52.g *Engineer’s Certification* - Documentation submitted by the Engineer that Drawings, Specifications, and Bidding Documents comply with AIS.

52.h *Iron and Steel products* - The following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and Construction Materials. Only items on the above list made primarily of iron or steel, permanently incorporated into the project must be Produced in the United States. For example, trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. iron or steel.

52.i *Manufacturer* - A Supplier, fabricator, distributor, materialman, or vendor is an entity with which the Owner, Contractor or any subcontractor has contracted to furnish materials or equipment to be incorporated in the project by the Owner, Contractor or a subcontractor.

52.j *Manufacturer’s Certification* - Documentation provided by the Manufacturer stating that the Iron and Steel products to be used in the project are produced in the United States in accordance with American Iron and Steel (AIS) Requirements. If items are purchased via a Supplier, distributor, vendor, etc. from the Manufacturer directly, then the Supplier, distributor, vendor, etc. will be responsible for obtaining and providing these certifications to the parties purchasing the products.

52.k *Manufacturing Processes* - Processes such as melting, refining, pouring, forming, rolling, drawing, finishing, and fabricating. Further, if a domestic Iron and Steel product is taken out of the United States for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a Coating are similarly not covered. Non-iron or Steel components of an Iron and Steel product may come from non-US sources. For example, for products such as valves and

hydrants, the individual non-Iron and Steel components do not have to be of domestic origin. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-U.S. sources.

52.l *Mechanical Equipment* - Typically equipment which has motorized parts and/or is powered by a motor. AIS does not apply to Mechanical Equipment.

52.m *Minor Components* - Components *within* an iron and/or Steel product otherwise compliant with the American Iron and Steel requirements; this waiver is typically used by Manufacturers. It differs from the *De Minimis* definition in that *De Minimis* pertains to the entire project and the minor component definition pertains to a single product. This waiver allows use of non-domestically produced miscellaneous Minor Components comprising up to five percent of the total material cost of an otherwise domestically produced Iron and Steel product. However, unless a separate waiver for a product has been approved, all other Iron and Steel components in said product must still meet the AIS requirements. This waiver does not exempt the whole product from the AIS requirements only Minor Components within said product and the iron or Steel components of the product must be produced domestically. Valves and hydrants are also subject to the cost ceiling requirements described here. Examples of Minor Components could include items such as pins and springs in valves/hydrants, bands/straps in couplings, and other low-cost items such as small fasteners etc.

52.n *Municipal Castings* - Cast iron or Steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and solid waste infrastructure.

52.o *Primarily Iron or Steel* - A product is made of greater than 50 percent iron or Steel on a materials cost basis. An exception to this definition is reinforced precast concrete (see Definitions). All technical specifications and applicable industry standards (e.g. NIST, NSF, AWWA) must be met. If a product is determined to be less than 50 percent iron and/or steel, the AIS requirements do not apply. For example, the cost of a fire hydrant includes:

- The cost of materials used for the iron portion of a fire hydrant (e.g. bonnet, body and shoe); and
- The cost to pour and cast to create those components (e.g. labor and energy).

Not included in the cost are:

- The additional material costs for the non-iron or Steel internal workings of the hydrant (e.g. stem, coupling, valve, seals, etc.); and
- The cost to assemble the internal workings into the hydrant body.

52.p *Produced in the United States* - The production in the United States of the iron or Steel products used in the project requires that all Manufacturing Processes must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives.

52.q *Reinforced Precast Concrete* – Reinforced Precast Concrete structures must comply with AIS, regardless of whether or not it consists of at least 50 percent iron or steel. The reinforcing bar and wire must be Produced in the United States and meet the same standards as for any other iron or Steel product. Additionally, the casting of the concrete product must take place in the United States. The cement and other raw materials used in concrete production are not required to be of domestic origin. If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered Construction Materials and must be produced in the United States.

52.r *Steel* - An alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of Steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of Steel covers carbon steel, alloy steel, stainless steel, tool steel, and other specialty steels.

52.s *Structural Steel* - Rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees, and zees. Other shapes include but are not limited to, H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

## ARTICLE 2—PRELIMINARY MATTERS

### 2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. *Evidence of Owner's Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

### 2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor five (5) printed copies of the Contract Documents (including one fully signed counterpart of the Agreement), and one (1) copy in electronic portable document format (PDF).

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following new paragraph in its place:

- A. Owner shall furnish to Contractor five (5) printed copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully signed counterpart of the Agreement), and one (1) copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

### 2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

- B. *Electronic Documents Protocol:* The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. *Basic Requirements*

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
  - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 8 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
  - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating,



updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology (“IT”) for maintaining operations of its System Infrastructure during the Project, including coordination with the party’s individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
- h. The Owner will operate a Project information management system (also referred to in this EDP as “Project Website”) for use of Owner, Engineer and Contractor during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General

Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:

- 1) Describe the period of time during which the Project Website will be operated and be available for reliance by the parties;
- 2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website;
- 3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.); and
- 4) Include any other Project Website attributes that may be pertinent to Contractor's use of the facility and pricing of such use.

C. *Software Requirements for Electronic Document Exchange; Limitations*

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
  - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. *Requests by Contractor for Electronic Documents in Other Formats*

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.
2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:

- a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.
  - b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
  - c. Contractor shall indemnify and hold harmless Owner and Engineer and their sub-consultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.
  - d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.
3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at \$300.00 per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

### **ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

#### **3.01 *Intent***

SC-3.01 Delete Paragraph 3.01.C in its entirety.

### **ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

#### **SC-4.01.A – Delete the last sentence of paragraph.**

#### **4.05 *Delays in Contractor's Progress***

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

- a. If “abnormal weather conditions” as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered abnormal weather conditions. Requests for time extensions due to abnormal weather conditions will be submitted to the Engineer within five days of the end of the abnormal weather condition event. It is the responsibility of the Contractor to provide the information listed in SC 4.05.C.5.b.
- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
  - 1) Every workday on which one or more of the following conditions exist will be considered a “bad weather day”:
    - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds 2.5-inches of precipitation.
    - ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: 35 degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: 110 degrees Fahrenheit.
  - 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by the NOAA Paso Robles Airport weather monitoring station at the Paso Robles Municipal Airport.
  - 3) Contractor shall anticipate that two (2) foreseeable bad weather days per month will occur and account for the occurrence of those days in the work plan / schedule / budget.
  - 4) In each month, every bad weather day exceeding the number of foreseeable bad weather days will be considered as “abnormal weather conditions.” The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.

**ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS**

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
No Reports Available	N/A	None Available

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
No Drawings Available	N/A	None Available

- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at San Miguel Community Services District offices during regular business hours, or may request copies from Engineer.

5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

- 4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
No Report Available	N/A	None Available

- 5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
No Drawings Available	N/A	None Available

## ARTICLE 6—BONDS AND INSURANCE

### 6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

2. After Substantial Completion, Contractor shall furnish a warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018). The warranty bond must be in a bond amount of 20 percent of the final Contract Price. The warranty bond period will extend to a date 2 years after Substantial Completion of the Work. Contractor shall deliver the fully executed warranty bond to Owner prior to or with the final application for payment, and in any event no later than 11 months after Substantial Completion.
3. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.

### 6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker’s compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker’s compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker’s compensation insurance for similar projects by the state within the last 12 months.

### 6.03 *Contractor’s Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- E. *Workers’ Compensation and Employer’s Liability:* Contractor shall purchase and maintain workers’ compensation and employer’s liability insurance, including, as applicable, United States Longshoreman and Harbor Workers’ Compensation Act, Jones Act, stop-gap employer’s liability coverage for monopolistic states, and foreign voluntary workers’ compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

<b>Workers’ Compensation and Related Policies</b>	<b>Policy limits of not less than:</b>
<b>Workers’ Compensation</b>	
State	Statutory
Applicable Federal (e.g., Longshoreman’s)	Statutory
Foreign voluntary workers’ compensation (employer’s responsibility coverage), if applicable	Statutory
<b>Jones Act (if applicable)</b>	

<b>Workers' Compensation and Related Policies</b>	<b>Policy limits of not less than:</b>
Bodily injury by accident—each accident	\$ N/A
Bodily injury by disease—aggregate	\$ N/A
<b>Employer's Liability</b>	
Each accident	\$ N/A
Each employee	\$ N/A
Policy limit	\$ N/A
<b>Stop-gap Liability Coverage</b>	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$ N/A

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
  2. damages insured by reasonably available personal injury liability coverage, and
  3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
    - a. Such insurance must be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
  4. Underground, explosion, and collapse coverage.
  5. Personal injury coverage.
  6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.

H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
4. Any exclusion of coverage relating to earth subsidence or movement.
5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
6. Any limitation or exclusion based on the nature of Contractor’s work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

<b>Commercial General Liability</b>	<b>Policy limits of not less than:</b>
General Aggregate	\$ 2,000,000
Products—Completed Operations Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 500,000
Bodily Injury and Property Damage—Each Occurrence	\$ 250,000

J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

<b>Automobile Liability</b>	<b>Policy limits of not less than:</b>
<b>Bodily Injury</b>	
Each Person	\$ 250,000
Each Accident	\$ 500,000
<b>Property Damage</b>	
Each Accident	\$ 100,000
Combined Single Limit (Bodily Injury and Property Damage)	\$ 500,000

K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general



liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

<b>Excess or Umbrella Liability</b>	<b>Policy limits of not less than:</b>
Each Occurrence	\$ 2,000,000
General Aggregate	\$ 10,000,000

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer’s liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy’s policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$8,000,000 after accounting for partial attribution of its limits to underlying policies, as allowed above.
- M. *Contractor’s Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor’s operations and completed operations. This insurance must be maintained for no less than three years after final completion.

<b>Contractor’s Pollution Liability</b>	<b>Policy limits of not less than:</b>
Each Occurrence/Claim	\$ 1,000,000
General Aggregate	\$ 2,000,000

- N. *Contractor’s Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

<b>Contractor’s Professional Liability</b>	<b>Policy limits of not less than:</b>
Each Claim	\$ 1,000,000
Annual Aggregate	\$ 2,000,000

- O. *Railroad Protective Liability Insurance:* Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit

a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

**[Insert additional specific requirements, commonly set by the railroad, here.]**

<b>Railroad Protective Liability Insurance</b>	<b>Policy limits of not less than:</b>
Each Claim	\$ N/A
Aggregate	\$ N/A

- P. *Unmanned Aerial Vehicle Liability Insurance:* If Contractor uses unmanned aerial vehicles (UAV—commonly referred to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor’s compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

<b>Unmanned Aerial Vehicle Liability Insurance</b>	<b>Policy limits of not less than:</b>
Each Claim	\$ N/A
General Aggregate	\$ N/A

- Q. *Other Required Insurance:* None

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

- F. *Builder’s Risk Requirements:* The builder’s risk insurance must:
1. be written on a builder’s risk “all risk” policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).
    - a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
    - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder’s risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.
  2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar

nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
5. extend to cover damage or loss to insured property while in transit.
6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
8. include performance/hot testing and start-up, if applicable.
9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
10. include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds." In addition to Owner, Contractor, and Subcontractors of every tier, include as insureds the following:
  - a. San Miguel Community Services District
11. include, in addition to the Contract Price amount, the value of the following equipment and materials to be installed by the Contractor but furnished by the Owner or third parties:
  - a. Not Applicable
12. If debris removal in connection with repair or replacement of insured property is subject to a coverage sublimit, such sublimit will be a minimum of \$100,000.
13. In addition to the coverage sublimits stated above, the following coverages are also subject to sublimits, as follows:
  - a. Not Applicable

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provision:

- G. *Coverage for Completion Delays:* The builder's risk policy will include, for the benefit of Owner, loss of revenue and soft cost coverage for losses arising from delays in completion

that result from covered physical losses or damage. Such coverage will include, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, compensation for loss of net revenues, rental costs, and attorneys' fees and engineering or other consultants' fees, if not otherwise covered.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

- H. *Builder's Risk and Other Property Insurance Deductibles*: The purchaser of any required builder's risk, installation floater, or other property insurance will be responsible for costs not covered because of the application of a policy deductible.
1. The builder's risk policy (or if applicable the installation floater) will be subject to a deductible amount of no more than \$10,000 for direct physical loss in any one occurrence.

## ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

### 7.03 *Labor; Working Hours*

SC-7.03 Amend the first and second sentences of Paragraph 7.03.C to state "...all Work at the Site must be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday."

SC-7.04.D – Add the following new paragraph immediately after Paragraph 7.04.C:

D. All Iron and Steel products must meet American Iron and Steel requirements.

SC-7.04.E – Add the following new paragraph immediately after Paragraph 7.04.D:

E. For projects utilizing a *De Minimis* waiver, Contractor shall maintain an itemized list of non-domestically produced iron or steel incidental components and ensure that the cost is less than 5% of total materials cost for project.

SC-7.05.A – Amend the third sentence of paragraph by striking out the following words:

Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item is permitted,

SC-7.05.A.1.a.3 – Amend the last sentence of Paragraph a.3 by striking out "and;" and adding a period at the end of Paragraph a.3.

SC-7.05.A.1.a.4 – Delete paragraph in its entirety and insert "Deleted."

SC-7.05.B – Add the following at the end of paragraph:

Contractor shall include a Manufacturer's Certification letter for compliance with American Iron and Steel requirements in support data, if applicable. Refer to Manufacturer's Certification Letter provided in these Contract Documents

SC-7.06.A.3.a.2 – Remove "and" from the end of paragraph.

SC-7.06.A.3.a.3 – Add "; and" to the end of paragraph.

SC-7.06.A.3.a.4 – Add the following new paragraph immediately after Paragraph 7.06.A.3.a.3:

4. Comply with American Iron and Steel by providing Manufacturer’s Certification letter of American Iron and Steel compliance, if applicable. Refer to Manufacturer’s Certification Letter provided in these Contract Documents.

SC-7.07.A – Amend by adding the following to the end of the paragraph:

The total amount of work subcontracted by the Contractor shall not exceed fifty percent of the Contract price without prior approval from the Owner, Engineer and Agency.

SC-7.07.B – Delete paragraph in its entirety and insert “Deleted”.

SC-7.07.E – Delete the second sentence of paragraph and insert the following in its place:

Owner may not require that Contractor use a specific replacement.

SC-7.12.A Amend paragraph by adding the following after “written interpretations and clarifications,”:  
Manufacturers’ Certifications,

SC-7.16.A.1.c – Amend paragraph by deleting the last period and adding:

, including Manufacturer’s Certification letter for any item in the submittal subject to American Iron and Steel requirements and include the Certificate in the submittal. Refer to Manufacturer’s Certification Letter provided in these Contract Documents.

SC-7.16.C.9 – Add new paragraph immediately after Paragraph 7.16.C.8:

9. Engineer’s review and approval of a Shop Drawing or Sample shall include review of Manufacturers’ Certifications in order to document compliance with American Iron and Steel requirements, as applicable.

SC-7.17.F – Add new paragraph immediately after Paragraph 7.17.E:

F. Contractor shall certify upon Substantial Completion that all Work and Materials have complied with American Iron and Steel requirements as mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. Contractor shall provide said Certification to Owner. Refer to General Contractor’s Certification Letter provided in these Contract Documents.

## ARTICLE 8—OTHER WORK AT THE SITE

### 8.02 *Coordination*

**Guidance Notes—Coordinating Other Work at Site**—Paragraph 8.02 of the General Conditions requires that if in addition to retaining Contractor, Owner will arrange to have others perform work at the Site, Owner must provide to Contractor specified information regarding coordination of construction activities. (Note that Owner should provide specific information about the other work—nature of the work, scope, schedule, exact location—elsewhere in the Contract Documents or in other documentation.) When applicable, add the following to provide such information:

SC-8.02 Add the following new Paragraph 8.02.C immediately after Paragraph 8.02.B:

- C. Owner intends to contract with others for the performance of other work at or adjacent to the Site.
  - 1. An Owner' shall have authority and responsibility for coordination of the various contractors and work forces at the Site;

#### **ARTICLE 9—OWNER’S RESPONSIBILITIES**

9.13 *Owner’s Site Representative*

SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:

9.13 *Owner’s Site Representative*

- A. Owner will furnish an “Owner’s Site Representative” to represent Owner at the Site and assist Owner in observing the progress and quality of the Work. The Owner’s Site Representative is may not be the Engineer’s consultant, agent, or employee. Owner’s Site Representative will be identified prior to the start of work. The authority and responsibilities of Owner’s Site Representative will be determined by the Owner prior to the start of work.

#### **ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION**

10.03 *Resident Project Representative*

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with the Owner, Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
  - 1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
  - 2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR’s own personal safety while at the Site.
  - 3. *Liaison*
    - a. Serve as Engineer’s liaison with Contractor. Working principally through Contractor’s authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
    - b. Assist Engineer in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s on-Site operations.
    - c. Assist in obtaining from Owner additional details or information, when required for Contractor’s proper execution of the Work.

4. *Review of Work; Defective Work*
    - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
    - b. Observe whether any Work in place appears to be defective.
    - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
  5. *Inspections and Tests*
    - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
    - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
  6. *Payment Requests: Review Applications for Payment with Contractor.*
  7. *Completion*
    - a. Participate in Engineer's visits regarding Substantial Completion.
    - b. Assist in the preparation of a punch list of items to be completed or corrected.
    - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
    - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
  2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
  3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
  4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
  5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
  6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
  7. Authorize Owner to occupy the Project in whole or in part.

## **ARTICLE 11—CHANGES TO THE CONTRACT**

SC-11.02.C – Add new paragraph immediately after Paragraph 11.02.B:

C. The Engineer or Owner shall contact the Agency for concurrence on each Change Order prior to issuance. All Contract Change Orders must be concurred on (signed) by Agency before they are effective.

SC-11.03.A.2 - Add new Paragraph 11.03.A.2 immediately after Paragraph 11.03.A, which shall be renamed Paragraph 11.03.A.1:

2. The Engineer or Owner shall contact the Agency for concurrence on each Work Change Directive prior to issuance. Once authorized by Owner, a copy of each Work Change Directive shall be provided by Engineer to the Agency.

SC-11.05.B – Add the following at the end of this paragraph:

For Owner-authorized changes in the Work, the Contractor will provide the Manufacturer's Certification(s) for materials subject to American Iron and Steel requirements except when sole-source is specified, in which case the Engineer will provide the Manufacturer's Certification(s).

SC-11.09.B.2.c – Add new paragraph immediately after Paragraph 11.09.B.2.b:

c. Change orders involving materials subject to American Iron and Steel requirements shall include supporting data (name of Manufacturer, city and state where the product was manufactured, description of product, signature of authorized Manufacturer's representative) in the Manufacturer's Certification Letter, as applicable.

## **ARTICLE 12—CLAIMS**

No suggested Supplementary Conditions in this Article.

## **ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK**

### *13.01 Cost of the Work*

SC-13.02.C – Delete paragraph in its entirety and insert "Deleted".

## **ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

SC-14.03.G – Add new paragraph immediately after Paragraph 14.03.F:

G. Installation of materials that are non-compliant with American Iron and Steel requirements shall be considered defective work.

## **ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD**

### *15.01 Progress Payments*



SC-15.01.B.4 – Add the following language at the end of paragraph:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage or invest the retainage for the benefit of the Contractor.

SC-15.01.B.5 – Add new paragraph immediately after Paragraph 15.01.B.4:

5. The Application for Payment form to be used on this Project is EJCDC® C-620. The Agency must approve all Applications for Payment before payment is made.

SC-15.01.B.6 – Add new paragraph immediately after Paragraph 15.01.B.5:

6. By submitting an Application for Payment based in whole or in part on furnishing equipment or materials, Contractor certifies that such equipment and materials are compliant with American Iron and Steel requirements. Manufacturer's Certification letter for materials satisfy this requirement. Refer to Manufacturer's Certification Letter provided in these Contract Documents.

SC-15.01.C.2.d – Add the following new paragraph immediately after Paragraph 15.01.C.2.c:

d. The materials presented for payment in an Application for Payment comply with American Iron and Steel requirements.

SC-15.01.D.1 – Delete paragraph in its entirety and insert the following in its place:

The Application for Payment with Engineer's recommendations will be presented to the Owner and Agency for consideration. If both the Owner and Agency find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due twenty (20) days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

SC-15.01 Add the following new Paragraph 15.01.F:

- F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

SC-15.02.A – Amend paragraph by striking out the following text: "7 days after".

### 15.03 *Substantial Completion*

SC-15.03.A – Modify by adding the following after the last sentence:

Contractor shall also submit the General (Prime) Contractor's Certification of Compliance certifying that to the best of the Contractor's knowledge and belief all substitutes, equals, and all Iron and Steel products proposed in the Shop Drawings, Change Orders, and Partial Payment Estimates, and those installed for the Project, are either Produced in the United States or are the subject of an approved waiver under Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food

and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

15.08 *Correction Period*

SC-15.08 Add the following new Paragraph 15.08.G:

- G. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be the number of years set forth in SC-6.01.B.1; or if no such revision has been made in SC-6.01.B, then the correction period is hereby specified to be 2 years after Substantial Completion.

## **ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

No suggested Supplementary Conditions in this Article.

## **ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES**

17.02 *Arbitration*

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 *Arbitration*

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages,

except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.

- D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.
- E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.
- G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
  - 1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;
  - 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
  - 3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and
  - 4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

### 17.03 Attorneys' Fees

No suggested Supplementary Conditions in this Article.

**ARTICLE 18—MISCELLANEOUS**

SC-18.11 – Add new paragraph immediately after Paragraph 18.10:

18.11 *Tribal Sovereignty*

A. No provision of this Agreement will be construed by any of the signatories as abridging or debilitating any sovereign powers of the [*insert name of Tribe*] Tribe; affecting the trust-beneficiary relationship between the Secretary of the Interior, Tribe, and Indian landowner(s); or interfering with the government-to-government relationship between the United States and the Tribe.

SC-19 – Add the following new Article 19 immediately after Article 18:

Article 19 - FEDERAL REQUIREMENTS

19.01 *Agency Not a Party*

A. This Contract is expected to be funded in part with funds provided by Agency. Neither Agency, nor any of its departments, entities, or employees, is a party to this Contract.

19.02 *Contract Approval*

A. Owner and Contractor will furnish Owner’s attorney such evidence as required so that Owner’s attorney can complete and execute the “Certificate of Owner’s Attorney” (Exhibit G of this Bulletin) before Owner submits the executed Contract Documents to Agency for approval.

B. Agency concurrence is required on both the Bid and the Contract before the Contract is effective.

19.03 *Conflict of Interest*

A. Contractor may not knowingly contract with a Supplier or Manufacturer if the individual or entity who prepared the Drawings and Specifications has a corporate or financial affiliation with the Supplier or Manufacturer. Owner’s officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest or other interest in or a tangible personal benefit from the Contractor. Owner’s officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

19.04 *Gratuities*

A. If Owner finds after a notice and hearing that Contractor, or any of Contractor’s agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be

an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.

B. In the event this Contract is terminated as provided in paragraph 19.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

#### 19.05 *Small, Minority and Women's Businesses*

A. If Contractor intends to let any subcontracts for a portion of the work, Contractor will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps will include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

#### 19.06 *Anti-Kickback*

A. Contractor shall comply with the Copeland Anti-Kickback Act (40 USC 3145) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. Owner shall report all suspected or reported violations to Agency.

#### 19.07 *Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended*

A. Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

19.08 *Equal Employment Opportunity*

A. The Contract is considered a federally assisted construction contract. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

19.09 *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)*

A. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification (RD Instruction 1940-Q Exhibit A-1). The Contractor certifies to the Owner and every subcontractor certifies to the Contractor that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining the Contract if it is covered by 31 U.S.C. 1352. The Contractor and every subcontractor must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

19.10 *Environmental Requirements*

A. When constructing a Project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental conditions:

1. Wetlands – When disposing of excess, spoil, or other Construction Materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.
2. Floodplains – When disposing of excess, spoil, or other Construction Materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e.g., alluvial soils on NRCS Soil Survey Maps.
3. Historic Preservation - Applicants shall ensure that Contractors maintain a copy of the following inadvertent discovery plan onsite for review:
  - a. If during the course of any ground disturbance related to any Project, any post review discovery, including but not limited to, any artifacts, foundations, or other indications of past human occupation of the area are uncovered, shall be protected by complying with 36 CFR § 800.13(b)(3) and (c) and shall include the following:
    - i. All Work, including vehicular traffic, shall immediately stop within a 50 ft. radius around the area of discovery. The Contractor shall ensure barriers are established to protect the area of discovery and notify the Engineer to contact the

appropriate RD personnel. The Engineer shall engage a Secretary of the Interior (SOI) qualified professional archeologist to quickly assess the nature and scope of the discovery; implement interim measures to protect the discovery from looting and vandalism; and establish broader barriers if further historic and/or pre-contact properties, can reasonably be expected to occur.

ii. The RD personnel shall notify the appropriate RD environmental staff member, the Federal Preservation Officer (FPO), and State Historic Preservation Office (SHPO) immediately. Indian tribe(s) or Native Hawaiian Organization (NHOs) that have an interest in the area of discovery shall be contacted immediately. The SHPO may require additional tribes or NHOs who may have an interest in the area of discovery also be contacted. The notification shall include an assessment of the discovery provided by the SOI qualified professional archeologist.

iii. When the discovery contains burial sites or human remains, the Contractor shall immediately notify the appropriate RD personnel who will contact the RD environmental staff member, FPO, and the SHPO. The relevant law enforcement authorities shall be immediately contacted by onsite personnel to reduce delay times, in accordance with tribal, state, or local laws including 36 CFR Part 800.13; 43 CFR Part 10, Subpart B; and the Advisory Council on Historic Preservation's Policy Statement Regarding treatment of Burial Sites, Human Remains, or Funerary Objects (February 23, 2007).

iv. When the discovery contains burial sites or human remains, all construction activities, including vehicular traffic shall stop within a 100 ft. radius of the discovery and barriers shall be established. The evaluation of human remains shall be conducted at the site of discovery by a SOI qualified professional. Remains that have been removed from their primary context and where that context may be in question may be retained in a secure location, pending further decisions on treatment and disposition. RD may expand this radius based on the SOI professional's assessment of the discovery and establish broader barriers if further subsurface burial sites, or human remains can reasonably be expected to occur. RD, in consultation with the SHPO and interested tribes or NHOs, shall develop a plan for the treatment of native human remains.

v. Work may continue in other areas of the undertaking where no historic properties, burial sites, or human remains are present. If the inadvertent discovery appears to be a consequence of illegal activity such as looting, the onsite personnel shall contact the appropriate legal authorities immediately if the landowner has not already done so.

vi. Work may not resume in the area of the discovery until a notice to proceed has been issued by RD. RD shall not issue the notice to proceed until it has determined that the appropriate local protocols and consulting parties have been consulted.

vii. Inadvertent discoveries on federal and tribal land shall follow the processes required by the federal or tribal entity.

4. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.

5. Mitigation Measures – The following environmental mitigation measures are required on this Project: [*Refer to Project Environmental Assessment prepared by Dudek, dated October 2021*].

19.11 *Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)*

A. Where applicable, for contracts awarded by the Owner in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor will compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic will be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

19.12 *Debarment and Suspension (Executive Orders 12549 and 12689)*

A. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

19.13 *Procurement of recovered materials*

A. The Contractor will comply with 2 CFR Part 200.322, “Procurement of recovered materials.”

19.14 *American Iron and Steel*



A. Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All iron and steel products used in this project must be produced in the United States. The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and Construction Materials.

B. The following waivers apply to this Contract:

1. *De Minimis*,
2. Minor Components,
3. Pig iron and direct reduced iron,.

**EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE**

**Guidance Notes—Exhibit A**—This exhibit is used with the Electronic Documents Protocol (EDP) presented in SC-2.06. If the Project-specific Supplementary Conditions do not include SC-2.06, then do not include Exhibit A. If Exhibit A is included, modify it to conform to Project-specific requirements.

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	
<b>Notes</b>				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			
<b>Key</b>				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version <b>[number]</b> or later			
DWG	Autodesk® AutoCAD .dwg format Version <b>[number]</b>			
DOC	Microsoft® Word .docx format Version <b>[number]</b>			
EXC	Microsoft® Excel .xls or .xml format Version <b>[number]</b>			
DB	Microsoft® Access .mdb format Version <b>[number]</b>			



## PAYMENT BOND

<p><b>Contractor</b></p> <p>Name: Ellison Environmental, Inc. dba Fluid Resource Management</p> <p>Address <i>(principal place of business)</i>: 2385 Precision Drive, Arroyo Grande, CA 93420</p>	<p><b>Surety</b></p> <p>Name:</p> <p>Address <i>(principal place of business)</i>:</p>
<p><b>Owner</b></p> <p>Name: San Miguel Community Services District</p> <p>Mailing address <i>(principal place of business)</i>: 1150 Mission Street San Miguel, CA 93451</p>	<p><b>Contract</b></p> <p>Description <i>(name and location)</i>: Pre-Engineered Package Membrane Bioreactor Treatment System for the Machado Wastewater Treatment Facility Upgrade &amp; Expansion</p> <p>Contract Price: \$6,894,512.30</p> <p>Effective Date of Contract: October 28, 2021</p>
<p><b>Bond</b></p> <p>Bond Amount:</p> <p>Date of Bond:</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form:  <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
  - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
  - 16.1.7. The total amount of previous payments received by the Claimant; and
  - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: None

## PERFORMANCE BOND

<p><b>Contractor</b></p> <p>Name: Ellison Environmental, Inc. dba Fluid Resource Management</p> <p>Address <i>(principal place of business)</i>: 2385 Precision Drive, Arroyo Grande, CA 93420</p>	<p><b>Surety</b></p> <p>Name:</p> <p>Address <i>(principal place of business)</i>:</p>
<p><b>Owner</b></p> <p>Name: San Miguel Community Services District</p> <p>Mailing address <i>(principal place of business)</i>: 1150 Mission Street San Miguel, CA 93451</p>	<p><b>Contract</b></p> <p>Description <i>(name and location)</i>: Pre-Engineered Package Membrane Bioreactor Treatment System for the Machado Wastewater Treatment Facility Upgrade &amp; Expansion</p> <p>Contract Price: \$6,894,512.30</p> <p>Effective Date of Contract: October 28, 2021</p>
<p><b>Bond</b></p> <p>Bond Amount:</p> <p>Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
  7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
    - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
    - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
    - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
  8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
  9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
  10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
  11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
  12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
  13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
  - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: None



## San Miguel Community Services District

### Board of Directors Staff Report

October 28<sup>th</sup>, 2021

**AGENDA ITEM: XI-8**

**SUBJECT:** Discussion and Consideration by the Board of Directors of the San Miguel Community Services District to approve Change Order No.1 to the base contract with Ellison Environmental, Inc. dba Fluid Resource Management (Contractor) in an amount of \$1,375,279.82 for additional work items for the pre-engineered package Membrane Bioreactor Municipal Wastewater Treatment System as part of the Machado Wastewater Treatment Facility Upgrade & Expansion Project and authorizing the Interim General Manager to execute the Change Order No.1

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#### **RECOMMENDATION:**

Approve Change Order No. 1 with Ellison Environmental, Inc. dba Fluid Resource Management in an amount of \$1,375,279.82 for additional work items for the pre-engineered package Membrane Bioreactor Municipal Wastewater Treatment System.

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#### **BACKGROUND:**

On June 14, 2021, a single bid was received from Ellison Environmental, Inc. dba Fluid Resource Management with a Base Bid amount of \$6,894,512.30. The Director of Utilities and the District Engineer have reviewed the bid and determined that Ellison Environmental, Inc. dba Fluid Resource Management has met the requirements of the bidding documents and is qualified to perform the required work. The Board considered awarding the base contract to Ellison Environmental, Inc. dba Fluid Resource Management in a previous agenda item.

Subsequent to the receipt of the proposal from Ellison Environmental, Inc. dba Fluid Resource Management (Contractor) on June 14, 2021, the Director of Utilities and District Engineer participated in several meetings with the Contractor to discuss opportunities for making improvements to the current project design through value engineering. Based on the results of those meetings, a number of work items were identified that could be incorporated into the Scope of Work to be provided by the Contractor that all agreed would result in an improved overall project.

The additional work items that are recommended for incorporation into the Contractor’s scope of work include the following:

	CLOACINA	FRM	TOTAL BID ITEM
Headworks Panel	\$ 160,501.65	\$ -	\$ 160,501.65
(4) EQ Tanks Option	\$ 866,398.54	\$ 168,656.28	\$ 1,035,054.82
Grit Combination Units (2) units, 1 for each screen	\$ 290,482.18	\$ -	\$ 290,482.18
DRYPAC end of tank platform for tank access and sunshade for chemicals	\$ 29,285.42	\$ -	\$ 29,285.42
Flygt/Submersible Pump Upgrade	\$ 20,457.40	\$ -	\$ 20,457.40
	\$ -	\$ -	\$ -
Subtotals:	\$ 1,206,623.54	\$ 168,656.28	\$ 1,375,279.82
*Taxes, Bonds are included in this price.		Total:	\$ 1,375,279.82

Work Items Contractor Will Provide as Changes at No Cost:	
Chem Pump Covers	\$0.00
Sheet Metal Covers for excess Cords	\$0.00

**FUNDING:**

Funding for the initial design and engineering will be paid from Capital Reserves and General Rate revenue. (40-950-WWTF MBR)

Only after construction funding is secured will a notice to proceed with construction/ fabrication be issued.

A budget adjustment equal to the design engineering cost will be made from Capital Reserve to 40-950 WWTF MBR

**FISCAL IMPACT**

The initial cost to the District for this change order will be approximately \$41,258.39.

PREPARED BY:

APPROVED BY:

\_\_\_\_\_

\_\_\_\_\_

Kelly Dodds, Director of Utilities

Rob Roberson, Interim General Manager

Attachments: Change Order No. 1  
Cloacina Budgetary Proposals

**RESOLUTION NO. 2021-34**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL  
COMMUNITY SERVICES DISTRICT APPROVING A CHANGE ORDER NO.1 TO  
THE BASE CONTRACT WITH ELLISON ENVIRONMENTAL INC. DBA FLUID  
RESOURCE MANAGEMENT FOR ADDITIONAL WORK  
ITEMS FOR THE MACHADO WASTEWATER TREATMENT FACILITY PROJECT**

**WHEREAS**, the San Miguel Community Services District (“District”) has contracted with Ellison Environmental, Inc. dba Fluid Resource Management (“Ellison”) for work as part of the Machado Wastewater Treatment Facility (“WWTF”) Upgrade and Expansion Project; and

**WHEREAS**, the District Director of Utilities and District Engineer have met and discussed additional improvements to the WWTF project design with Ellison and agree that suggestions made by Ellison for improvements to the project design would result in an improved overall project; and

**WHEREAS**, the proposed modifications will result in an overall additional cost to the District, the recovery of such costs will be realized by improved efficiency and lower operational costs over the life of the project; and

**WHEREAS**, this Resolution authorizes the Interim General Manager to enter into a Change Order Agreement with Ellison to perform said services to the District. and a budget adjustment equal to the cost from Capital Reserves to WWTF MBR (40-950).

**NOW THEREFORE, BE IT RESOLVED**, the San Miguel Community Services District Board of Directors does hereby adopt this Resolution authorizing the Interim General Manager to agree to the proposed Change Order No. 1 with Ellison Environmental, Inc.

On the motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_ and \_\_\_\_\_ on the following roll call vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINING:**

The foregoing Resolution is hereby passed and adopted this 28<sup>th</sup> day of October 2021.

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Raynette Gregory, President  
Board of Directors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Rob Roberson, Interim General Manager

\_\_\_\_\_  
Douglas L. White, General Counsel

## CHANGE ORDER NO.: 001

Owner: San Miguel Community Services District      Owner's Project No.:  
 Engineer: Monsoon Consultants      Engineer's Project No.: 2019.10.002  
                  Ellison Environmental, Inc. dba Fluid  
 Contractor: Resource Management      Contractor's Project No.:  
 Project: Machado Wastewater Treatment Facility Upgrade & Expansion  
 Contract Name: Pre-Engineered Package Membrane Bioreactor Treatment System  
 Date Issued: October 28, 2021      Effective Date of Change Order: October 28, 2021

The Contract is modified as follows upon execution of this Change Order:

### Description:

The following work items will be provided and installed, complete and in-place, in accordance with the terms and conditions set forth in the Contract:

	CLOACINA	FRM	TOTAL BID ITEM
Headworks Panel	\$ 160,501.65	\$ -	\$ 160,501.65
(4) EQ Tanks Option	\$ 866,398.54	\$ 168,656.28	\$ 1,035,054.82
Grit Combination Units (2) units, 1 for each screen	\$ 290,482.18	\$ -	\$ 290,482.18
DRYPAC end of tank platform for tank access and sunshade for chemicals	\$ 29,285.42	\$ -	\$ 29,285.42
Flygt/Submersible Pump Upgrade	\$ 20,457.40	\$ -	\$ 20,457.40
	\$ -	\$ -	\$ -
Subtotals:	\$ 1,206,623.54	\$ 168,656.28	\$ 1,375,279.82
*Taxes, Bonds are included in this price.		Total:	\$ 1,375,279.82

Work Items Contractor Will Provide as Changes at No Cost:	
Chem Pump Covers	\$0.00
Sheet Metal Covers for excess Cords	\$0.00

### Attachments:

1. Cloacina Base Contract and Change Order #1 Cost Breakdown
2. Cloacina Budgetary Proposal for (4) Flow Equalization Tanks
3. Cloacina Budgetary Proposal for WWTF Headworks Panel
4. Cloacina Budgetary Proposal for DRYPAC Platform Extension for Tank Access and Sunshade for Chemicals / Flygt Submersible Pump Upgrade



**Change in Contract Times**  
**[State Contract Times as either a specific date or a number of days]**

<b>Change in Contract Price</b>	<b>Change in Contract Times</b>
Original Contract Price: \$ 6,894,512.30	Original Contract Times: Substantial Completion: <u>November 30, 2022</u> Ready for final payment: <u>December 31, 2022</u>
Contract Price Change from previously approved Change Orders: \$ 00.00	Change from previously approved Change Orders: Substantial Completion: <u>No Change</u> Ready for final payment: <u>No Change</u>
Contract Price prior to this Change Order: \$ 6,894,512.30	Contract Times prior to this Change Order: Substantial Completion: <u>November 30, 2011</u> Ready for final payment: <u>December 31, 2022</u>
Increase this Change Order: \$ 1,375,279.82	Change this Change Order: Substantial Completion: <u>None</u> Ready for final payment: <u>None</u>
Contract Price incorporating this Change Order: \$ 8,269,792.12	Contract Times with all approved Change Orders: Substantial Completion: <u>November 30, 2022</u> Ready for final payment: <u>December 31, 2022</u>

<b>Recommended by Engineer (if required)</b>		<b>Authorized by Owner</b>	
By: _____	_____	_____	_____
Title: _____	_____	_____	_____
Date: _____	_____	_____	_____
<b>Authorized by Owner</b>		<b>Approved by Funding Agency (if applicable)</b>	
By: _____	_____	_____	_____
Title: _____	_____	_____	_____
Date: _____	_____	_____	_____

## San Miguel Bid Sheet Original Base Bid Work Items

	CLOACINA	FRM	TOTAL BID ITEM
MBR, DRYPAC, UV System	\$ 6,166,129.51	\$ -	\$ 6,166,129.51
Re-assembly/Installation	\$ -	\$ 464,930.23	\$ 464,930.23
Slab	\$ -	\$ 170,368.88	\$ 170,368.88
Annual Renewable Service Contract	\$ 7,000.00	\$ -	\$ 7,000.00
Spare Parts	\$ 86,083.68	\$ -	\$ 86,083.68
Subtotals:	\$ 6,259,213.19	\$ 635,299.11	\$ 6,894,512.30
		<b>Total:</b>	<b>\$ 6,894,512.30</b>

\*Taxes, Bonds are included in this price.

## Change Order No.1 Work Items

	CLOACINA	FRM	TOTAL BID ITEM
Headworks Panel	\$ 160,501.65	\$ -	\$ 160,501.65
(4) EQ Tanks Option	\$ 866,398.54	\$ 168,656.28	\$ 1,035,054.82
Grit Combination Units (2) units, 1 for each screen	\$ 290,482.18	\$ -	\$ 290,482.18
DRYPAC end of tank platform for tank access and sunshade for chemicals	\$ 29,285.42	\$ -	\$ 29,285.42
Flygt/Submersible Pump Upgrade	\$ 20,457.40	\$ -	\$ 20,457.40
	\$ -	\$ -	\$ -
Subtotals:	\$ 1,206,623.54	\$ 168,656.28	\$ 1,375,279.82
*Taxes, Bonds are included in this price.		Total:	\$ 1,375,279.82

\*Taxes, Bonds are included in this price.

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\*Taxes, Bonds are included in this price.

Work Items Contractor Will Provide as Changes at No Cost:	
Chem Pump Covers	\$0.00
Sheet Metal Covers for excess Cords	\$0.00

Engineering and Design Deposit Calculator:	
3% of base Cloacina pricing plus any options	
Base pricing:	\$ 6,894,512.30
3% Deposit:	\$ 206,835.37
Adders:	\$ 1,375,279.82
3% Deposit:	\$ 41,258.39



## Headworks Control Panel

**CLIENT:**

San Miguel Community Services District  
 Kelly Dodds, Director of Utilities  
 1150 Mission St.  
 San Miguel, CA 93451  
 805-467-3388  
[Kelly.dodds@sanmiguelcspd.org](mailto:Kelly.dodds@sanmiguelcspd.org)

**SUPPLIER:**

Cloacina, LLC  
 Troy Ellison, CEO  
 2385 Precision Dr.  
 Arroyo Grande, CA 93421  
 805-458-6149  
[Troye@cloacina.com](mailto:Troye@cloacina.com)

**PROJECT NAME:**

San Miguel CSD

**PROJECT NUMBER:**

CL19-090B

**ENGINEER:**

Monsoon Consultants  
 Blaine T. Reely, PhD, PE  
 P.O Box 151  
 San Luis Obispo, CA 93406  
 805-280-1051  
[breely@monsoonconsultants.com](mailto:breely@monsoonconsultants.com)

**REVISIONS:**

REVISION NO.	DATE	SUBMITTED BY	NOTES
1	9/15/2021	TE	Headworks Panel Proposal



### **Confidential and Proprietary Information Statement**

Cloacina LLC (Cloacina) submits the Confidential and Proprietary Information contained in this document, including pricing, illustrations, drawings, specifications and technical data for evaluation by the Client (Identified on the cover page and footer of this document), **ONLY**. The Client agrees not to reveal its contents, except to those in their organization necessary for evaluation. Copies of this document may not be made, in whole or in part, without the prior written consent of Cloacina. Copies or facsimiles may not be given, in whole or in part, to third parties without the prior written consent of Cloacina.

The Client is hereby noticed that improper use or disclosure of Cloacina's Proprietary Information to any third party, regardless of the rejection or acceptance of this proposal, may result in legal action against the Client.

The Client's agreement to refrain from disclosing, using or reproducing Cloacina's Proprietary Information shall survive completion of the work outlined in this document.



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## 1 Project Description

Cloacina will provide a remote headworks control panel.

## 2 Design Specifications

The Cloacina control panel to have the following characteristics;

- The Cloacina MCC will meet section 17550 specifications with only the following specific exclusions/clarifications;
  - The proposal includes costs for (40) project management hours to develop a controls narrative with the various manufacturers. This assumes that the mfr's provide Cloacina with a controls narrative for their respective equipment in a coherent manner and in a timely fashion, in which Cloacina has to review, aggregate and provide (1) round of feedback comments.
    - Additional hours over the 40 assumed hours will be billed on T&M.



- The above time assumes that the Mfr's will provide Cloacina with the required maintenance time intervals to be uploaded into the maintenance module. Supplying Cloacina with manuals for parsing by Cloacina is not acceptable.

### 2.1.1 Installation

The package outlined in this proposal assumes the Control Panel will be installed above grade on an engineered slab. Cloacina will provide anchor holes and a 12" leg kit for raising the panel above the slab.

The following equipment will be provided as part of the control panel:

EQUIPMENT	DESCRIPTION
Panel Build	NEMA 4X 304 SS Panel with dead front and inner Door
Lifting	(2) lift eyes for initial setting
Air conditioner	304SS Fan or air conditioner as BTU calcs require
PLC	Allen Bradley PLC to match Cloacina MCC panel specs
Motor load assumptions*	(3) 0.5HP VFDs (1) 1HP VFD (1) 7.5HP VFD (2) 25HP VFDs (1) 7.5HP MOTOR STARTER
Extras	KW MONITOR, UPS BACK UP CONTROL RELAYS, IPR RELAYS, CURRENT SWITCH(S) AS NEEDED. (2) flygt DP controls/VFD interfaces
Controls	Cloacina standard controls system with basic graphing trending, alarms, reporting system

\*Major changes to assumed motor loads may push panel into next size panel, with commensurate costs.



## **3 Controls**

### **3.1 Central Control Panels**

The control enclosures will be constructed of 304SS, unless otherwise specified or required. The electrical controls will consist of magnetic starters and switches necessary to control all electro-mechanical components on the treatment system. The motor(s) will be controlled by HAND/OFF/AUTO (HOA) selector switches and magnetic starters or VFD's in conjunction with the SCADA controls. Circuitry will be protected by properly sized circuit breakers and fuses. All duplex or stand-by equipment will be designed so that they may be operated by the controls system. The enclosure will be wired for 480 volt, 3 phase and 4 wire incoming power.

### **3.2 SCADA Control System**

Cloacina provides an all-inclusive process controls package which gives the operator an easy-to-use touchscreen Human Machine Interface (HMI) for monitoring, control of and adjusting the entire treatment process. All process parameters are easy to understand and adjust by the operator for varying conditions. Cloacina's control package includes a graphical representation of the entire process, user-defined control set points and alarm condition notifications. Additionally, the control program provides tabular and graphical logging of important parameters necessary for efficient operation and record keeping. Not limited to process control, Cloacina's SCADA system comes standard with the following:

#### **3.2.1 Alarm Module**

Uses email and/or text messaging for notification of alarm conditions to selected individuals.

#### **3.2.2 Report Module**

Provides the operator with required information for inclusion in Self-Monitoring Reports (SMR) and allows easy look-back at any day since start-up of the wastewater treatment plant.

#### **3.2.3 Maintenance Module**

Tracks actual equipment runtime and generates maintenance-due reminders for all controlled equipment in accordance with manufacturer's recommendations. The system also tracks and logs the resetting of maintenance reminders.

#### **3.2.4 Remote Monitoring and Control**

Provided for in every Cloacina controls package and is easy to implement using an existing high-speed Internet connection. Where high-speed Internet access is not readily available, a DSL Air-Card can be used. Using either method of Internet access, the entire treatment process can be monitored and controlled remotely from anywhere with an active Internet connection. This feature also allows Cloacina to assist the plant operator in troubleshooting the process, adjusting the plant and providing real-time on-line training during start-up and subsequently, on an as-needed basis.



### **3.3 Documents, Materials and Services Supplied**

The following will be supplied by Cloacina as part of the package treatment system:

#### **3.3.1 Project Drawings**

Single line diagrams and general arrangement panel drawings.

##### **3.3.1.1 Drawing Disclaimer**

All drawings are the property of Cloacina. The drawings and illustrations submitted to the Client show the general type, arrangement and approximate dimensions of the equipment to be furnished for the Client's information only. Cloacina makes no representation or warranty regarding their accuracy. Unless expressly stated to the contrary, all drawings, illustrations, specifications and/or diagrams form no part of this agreement. Cloacina reserves the right to alter such details in design or arrangement of its equipment which, in its judgment, constitute an improvement in construction, application or operation. After Client's acceptance, any changes in the type of equipment, the arrangement of the equipment or application of the equipment requested by the Client will be made at the Client's expense. Instructions necessary for the installation, operation and maintenance of the equipment will be supplied by Cloacina.

#### **3.3.2 Operation and Maintenance Manual (OMM)**

This includes the OMM for the panel only.

#### **3.3.3 Equipment Submittal Package**

Manufacturer equipment specifications, drawings and calculations.

#### **3.3.4 Factory Inspection Form**

The Cloacina quality assurance inspection form will be provided.

#### **3.3.5 Start-up/Commissioning Services**

Four (4), eight-hour days of on-site start-up/commissioning will be provided after the Cloacina Pre-Commission Checklist is completed and submitted by the Client and received and approved by Cloacina. One (1) day is assumed to be training. One (1) day is assumed to be final testing and verification. (2) days are assumed to be coordination and testing with the various headworks manufacturers. The Mfr's tech will be required to be onsite the entire (8) hour day during this period. In the event that delays due to the Mfr are necessary, remobilization or compensatory reprogramming costs will be passed along to the Client.





## **4 Assumptions**

### **4.1 Installation Location**

The package will be installed outdoors on an engineered concrete slab. The site will have sufficient access to allow the delivery of the panel on a flatbed truck.

## **5 Exclusions**

### **5.1 Installation**

Quoted costs do not include installation costs.

### **5.2 Engineering**

Site civil, site electrical, structural engineering is not provided as part of this budgetary estimate.

### **5.3 Slab**

Equipment slab design and construction is not included as part of this budgetary estimate.

### **5.4 Permitting**

Permit costs are not included as part of this budgetary estimate

### **5.5 Seismic**

Seismic Restraints are not included in this budgetary estimate.

### **5.6 Secondary Containment**

Secondary containment is not included in this budgetary estimate.

### **5.7 Thermal Protection**

Thermal protection unless specifically stated are not provided for.

### **5.8 Security**

Safety and security items such as fencing, locking ladders, lighting etc. are not included in this budgetary estimate.

### **5.9 Shipping**

Shipping is FOB site, with offloading by others



## 6 Pricing

To give a transparent breakdown of the Bid Item No. 3A, the following comprises the total pricing

### 6.1 Base Price

The Base price include all services and equipment outlined in Sections 1-5, above.

Description	Estimate
Control Panel (Base Pricing)	<b>\$146,242.96</b>
Taxes	<b>\$12,796.26</b>
Performance and Maintenance Bonds per RFP	<b>\$1,462.43</b>
Total Costs	<b>\$160,501.65</b>



## BUDGETARY PROPOSAL

TO: San Miguel Community Services District

JOB: Wastewater Treatment Facility Upgrade & Expansion - Tank Expansion

Bid Date 8/24/2021

### Work Description:

FRM has prepared the following scope for supply and installation of 2 or 4 EQ tanks (future Aeration/Anoxic) during Phase 1.

Scope and pricing is based on the "Phase 1 EQ System" email sent by TE on 8/6/2021.

#### 1. Package Plant Installation

- a. Receive delivery of each tank and associated equipment in preparation for installation.
- b. Set each tank in its respective location and install anchors as shown in the Sample Slab Design attachment.
- c. Perform reassembly of stairs and catwalks including required fasteners and anchorage.
- d. Perform reassembly of equipment and components previously removed for shipping purposes.
- e. For bidding purposes, FRM assumes that all District Contractor installed utilities outside of slab are stubbed above grade within (5') of the edge of slab for tie in by FRM. FRM also assumes that all District Contractor installed utilities under slab are set and stubbed (3') above finished surface, plumb and square for tie in by FRM. All buried utilities are to be inspected and tested prior to tie-in by FRM.
- f. Perform above grade piping and conduit connections between each tank for Phase 1 EQ.

#### 2. Pre-Commissioning and Start-Up

- a. Fill each tank with water as required for start-up purposes.
- b. Verify each utility connection to the package plant.
- c. Perform pumping and transfer of activated seed sludge from the existing WWTP to the new package plant.

#### Exclusions:

- \* Special grant compliance beyond standard DIR requirements
- \* Bonding (Based on our interpretation of the RFP documents, no Maintenance/Performance bonds are applicable to the installation portion of the project.)
- \* Coating of above grade piping, conduits or equipment
- \* Supply or installation of equipment awnings, covers, buildings or enclosures

Add Service Option #1: Supply of 2 EQ tanks (Future Aeration/Anoxic) - \$433,199.27

Add Service Option #1: Installation of 2 EQ tanks (Future Aeration/Anoxic) - \$84,328.14

Add Service Option #1 Total - \$517,527.41

Add Service Option #2: Supply of 4 EQ tanks (Future Aeration/Anoxic) - \$866,398.54

Add Service Option #2: Installation of 4 EQ tanks (Future Aeration/Anoxic) - \$168,656.28

Add Service Option #2 Total - \$1,035,054.80

\* Add Service Option pricing includes all applicable taxes and freight costs.





# FLUID RESOURCE MANAGEMENT

OPERATIONS • MAINTENANCE • MECHANICAL

Total Of Bid Items To Be Determined

Addendum(s) Acknowledged N/A

Respectfully Submitted,

Robin Ransford Digitally signed by Robin Ransford

Fluid Resource Management

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_



# 453

## 1.1 Phase 1 Equalization

The Phase 2 process tanks (boxed in red) can be supplied with the necessary equipment to utilize the tanks as equalization storage for Phase 1 of the project. The Phase 2 process tanks would provide approximately 53,840 gallons of influent storage capacity (per train) or 107,680 combined storage.

<b>Equipment</b>	<b>Description</b>	<b>Quantity</b>
Tank 1	Phase 2 Stainless Steel Anoxic Tank, LA (10'W X 10'H X 35'L) 23,555 gallons.	1
Tank 2	Phase 2 Stainless Steel Aeration Tank, LB (10'W X 10'H X 45'L) 30,285 gallons.	1
Aeration Equipment	Aeration Blower and diffusers Factory installed necessary to keep stored influent fresh. These blowers will be the same blowers as the future aeration blowers but on VFD's for EQ turn-down. The future anoxic zone will have diffusers installed in it for equalization freshening and will not be necessary when the chamber is converted to anoxic in the future.	1 Lot
Submersible Transfer Pumps	Transfer pumps necessary to return stored influent to Phase 1 anoxic process factory mounted on slide rail systems and pre-plumbed with tank interconnects to influent line for metering	2
Controls	All necessary electrical components, sensory, controls and programming necessary to operate Phase 1 EQ equipment in panel expansion of MCC	1 lot
Interconnects	(1) Interconnect channel for emergency overflow purposes	

**San Miguel Adder Scope/Pricing**

Cloacina to provide the following scope of work for the **influent lift station**:

- (1) 120"x 252" FRP wet well with steel anti-float flange.
- (1) 96"x 54" FRP valve vault
- Aluminum pedestrian rated covers with hatch
  - Non-sealed lids
  - (1) 4" threaded hub for;
    - odor scrubber or vent gooseneck (by others)
- 6" Ductile Iron Pipe Plumbing (class 50) with standard epoxy coating
- (3) 6" lever and weight check valves with standard epoxy coating
- (3) 6" ductile iron eccentric plug valves with standard epoxy coating
- (3) sets of 304SS guide rails
- (3) sets 304SS hardware for triplex arrangement
- (3) NX-6 7.5HP Concertor Pumps (triplex arrangement) with internal VFD's and standard impellers. Standard coating.
- (3) Flygt Slider Rail base elbows with standard epoxy coating
- (3) discharge elbow slide rail brackets with standard epoxy coating
- (1) day of onsite warranty/commissioning verification with (2) guys to include
  - Assembly of pumps and
- Delivery to Site (assumed both units will ship dedicate truck at the same time)
- PFD/P&ID Incorporation into Cloacina Planset
- Level Transducer and redundant floats with strain relief tree
- Submittals Package

Cloacina to provide the following scope of work for the **effluent lift station**:

- (1) 120"x 180" FRP wet well with steel anti-float flange.
- (1) 96"x 54" FRP valve vault
- Aluminum pedestrian rated covers with hatch
  - Non-sealed lids
  - (1) 4" threaded hub for;
    - odor scrubber or vent gooseneck (by others)
- 6" Ductile Iron Pipe Plumbing (class 50) with standard epoxy coating
- (3) 6" lever and weight check valves with standard epoxy coating
- (3) 6" ductile iron eccentric plug valves with standard epoxy coating
- (3) sets of 304SS guide rails
- (3) sets 304SS hardware for triplex arrangement
- (1) NX-6 7.5HP Concertor Pumps (triplex arrangement) with internal VFD's and standard impellers. Standard coating.
- (2) NX-3 5.5HP Concertor Pumps (triplex arrangement) with internal VFD's and standard impellers. Standard coating.

- (3) Flygt Slider Rail base elbows with standard epoxy coating
- (3) discharge elbow slide rail brackets with standard epoxy coating
- (1) day of onsite warranty/commissioning verification with (2) guys to include
  - Assembly of pumps and
- Delivery to Site (assumed both units will ship dedicate truck at the same time)
- PFD/P&ID Incorporation into Cloacina Planset
- Level Transducer and redundant floats with strain relief tree
- Submittals Package

Exclusions for both systems:

- Link seals for inlet piping to hub adapter
- Local Disconnects/HOA panels
- Wiring into above
- Junction boxes
- EYS/Seal-offs
- 2-sack slurry trench anchor (if groundwater level necessitates)
- Offloading/placing in trench
- Wet well/Valve vault are separate units (can't ship attached) so interconnect piping spools will be necessary, by others.
- Traffic rated lid(s)

Pricing:

Unit:	Base pricing:	Taxes @ 8.75%:	Bonding:	Grand Total:
Influent Lift Station:	\$199,797.71	\$17,482.30	\$1,997.98	\$219,277.99
Effluent Lift station:	\$169,335.30	\$14,816.84	\$1,693.35	\$185,845.50

## DRYPAC Second Raised Platform

Cloacina will provide a second raised platform with the following features;

- Elevated Platform to allow for chemical storage underneath
- Stainless Steel Stairset with Aluminum treads
- Stainless Steel Handrail
- Aluminum I-bar grating with SS hold downs and SS hardware
- Structural Engineering Package

Pricing:

Unit:	Base pricing:	Taxes @ 8.75%:	Bonding:	Grand Total:
2 <sup>nd</sup> Raised Platform:	\$26,929.13	\$2,356.30	\$269.29	\$29,554.71

## Submersible Pump EQ Upgrade

Cloacina will provide the following to upgrade the Phase I EQ system with Flygt Concertor Pumps, in a submersible pump configuration identical to the FAS Pump system. Includes:

- (2) Flygt concertor pumps, matching FAS Pumps
- (2) Flygt base elbows
- (2) SS slide rail systems
- Pipe and Valve(s) upsizing
- (2) T-slot base elbow mounting systems
- (2) check valves
- (2) isolation valves
- Local Disconnects
- Plumbing into Pre-anoxic
- Deducts from end-horizontal pumps, plumbing differences.

Unit:	Base pricing:	Taxes @ 8.75%:	Bonding:	Grand Total:
Flygt/Submersible Upgrade:	\$18,640.00	\$1,631.00	\$186.40	\$20,457.40

## Treated Effluent Aeration Package

Cloacina to provide the following aeration package for installation by others, consisting of;

- (2) Positive displacement blowers rated at 300 CFM each, with sound attenuated enclosures, belt guards, and pressure relief valve
- (4) self-weighted 304SS manifolds with:
  - (20) Ott Diffusers and floating liftout assemblies
- Delivery to site

Unit:	Base pricing:	Taxes @ 8.75%:	Bonding:	Grand Total:
Aeration Package	\$99,985.46	\$8,748.73	\$999.85	\$109,734.04



**NOTICE TO PROCEED**

Owner: San Miguel Community Services District Owner's Project No.: \_\_\_\_\_  
 Engineer: Monsoon Consultants Engineer's Project No.: 2019.10.002b  
 Ellison Environmental, Inc. dba Fluid  
 Contractor: Resource Management Contractor's Project No.: \_\_\_\_\_  
 Project: Machado Wastewater Treatment Facility Upgrade & Expansion  
 Contract Name: Pre-Engineered Package Membrane Bioreactor Treatment System - Engineering, Plans, Specifications, Shop Drawings and Cost Opinion phase for Change Order No. 1 Work Items  
 Effective Date of Contract: October 28, 2021

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on October 28, 2021 pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done on work associated with this Contract prior to such date.

In accordance with the Agreement:

The date by which Substantial Completion must be achieved for the Engineering, Plans, Specifications, Shop Drawings and Cost Opinion phase of work is April 1, 2022, and the date by which readiness for final payment must be achieved is April 15, 2022.

Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

1. A. For all Work as associated with the Engineering, Plans, Specifications, Shop Drawings and Cost Opinion phase for Change Order No. 1 Work Items an amount equal to 3% of the total Change Order Amount, which equates to \$41,258.39.

Before starting any Work associated with the Engineering, Plans, Specifications, Shop Drawings and Cost Opinion phase for Change Order No. 1 Work Items of the work, Contractor must comply with the following:

1. Deliver to Owner two (2) counterparts of the Change Order No. 1, signed by Bidder (as Contractor).

Owner: San Miguel Community Services District  
 By (signature): \_\_\_\_\_  
 Name (printed): \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date Issued: \_\_\_\_\_

Copy: Engineer



## San Miguel Community Services District

### Board of Directors Staff Report

October 28<sup>th</sup>, 2021

**AGENDA ITEM: XI-9**

**SUBJECT:** Discussion and Consideration by the Board of Directors of the San Miguel Community Services District to issue a purchase order to Duperon Corporation (equipment supplier) in the amount of \$250,231 to provide headworks equipment, including a mechanically cleaned influent bar screen, washer compactor, and screw conveyor system and provide equipment test & adjust and start up support services, and provide operator training, as part of the Machado Wastewater Treatment Facility Upgrade & Expansion Project per the Request for Bids for the San Miguel Community Services District Wastewater Treatment Facility Upgrade & Expansion Headworks Screening & Grit Removal Equipment, which was prepared by Monsoon Consultants, dated August 26, 2021 and authorizing the interim general manager to issue a purchase order to acquire the equipment.

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#### **RECOMMENDATION:**

Issue a purchase order to the Duperon Corporation in the amount of \$250,231 to provide headworks equipment, including: (1) a mechanically-cleaned influent bar screen, (2) washer compactor, and (3) screw conveyor system, provide equipment test, adjust and start-up support services, and provide operator training as part of the Machado Wastewater Treatment Facility Upgrade & Expansion Project.

---

#### **BACKGROUND:**

On October 21, 2019, the District directed the District Engineer, Monsoon Consultants, to provide project management assistance and coordinate the design development for the Machado WWTF Renovation & Expansion Project. This upgrade will eventually provide the District with the capacity to produce and convey a supply of high-quality effluent that will meet California Title 22 requirements for non-contact irrigation of vineyards and/or indirect recharge to the groundwater aquifer, with an initial average day dry weather flow capacity of 0.325 Million Gallons per Day (MGD) and the capacity for modular expansion of the MBR system to 0.50 MGD in the future. A major component of the project is the headworks equipment, including mechanically cleaned influent bar screen, washer compactor, and screw conveyor systems, which will be installed in the new WWTF headworks facility by the general contractor. A Request for Bids (RFB) and Technical

Specifications package was prepared for procurement of this equipment package and the Board authorized the Interim General Manager to direct the staff to advertise for qualified cost proposals at the August 2021 Board meeting.

On September 17, 2021, a single bid was received from the Duperon Corporation for the mechanically cleaned influent bar screen, washer compactor, and screw conveyor equipment. The bid included several alternatives, with variable configurations and costs. Based on a review of the different alternatives and subsequent discussions with Duperon representatives, the Director of Utilities determined that the configuration defined as Alternative 3 was the preferred configuration. The total price for Alternative 3 is \$250,231, which includes the specified mechanically cleaned influent bar screen, washer compactor, and screw conveyor systems and a ten-year (10) material and workmanship warranty option per piece of equipment. The Director of Utilities and the District Engineer have reviewed the bid and determined that Duperon Corporation has met the requirements of the bidding documents and is qualified to provide the specified equipment and perform the required work.

The District is working with the USDA and DWR to secure funding for the overall project, including the work to be performed in conjunction with WWTF headworks. It is anticipated that the project will be partially funded with USDA and DWR grant funds and the Contractor shall comply with all state and federal requirements, including meeting the prevailing wage requirements established by the state and federal governments.

**FUNDING:**

Funding will be paid from Capital Reserves and General Rate revenue.

A budget adjustment equal to the design engineering cost will be made from Capital Reserve to 40-951 WWTF Headworks Equipment

**FISCAL IMPACT**

The total cost to the District for this contract will be \$250,231.

PREPARED BY:

APPROVED BY:

---

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Kelly Dodds, Director of Utilities

Rob Roberson, Interim General Manager

Attachments: Duperon Corporation Bid

**RESOLUTION NO. 2021-35**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT APPROVING THE ISSUANCE OF A PURCHASE ORDER TO DUPERON CORPORATION IN THE AMOUNT OF \$250,231 TO PROVIDE WASTEWATER TREATMENT FACILITY UPGRADE & EXPANSION HEADWORKS SCREENING & GRIT REMOVAL EQUIPMENT**

**WHEREAS**, the San Miguel Community Services District (“District”) is in the process of the Machado Wastewater Treatment Facility (“WWTF”) Upgrade and Expansion Project, of which a necessary component is a mechanically cleaned influent car screen, washer compactor and screw conveyor system is a necessary component; and

**WHEREAS**, a single bid was received from the Duperon Corporation (“Duperon”) in response to the District issued Request for Bids (RFB) and Technical Specifications in August of 2021 proposing options for the cost and configuration of the component; and

**WHEREAS**, Duperon has proposed a component configuration which will cost \$250,231.00; and

**WHEREAS**, this Resolution authorizes the Interim General Manager to issue a purchase order in the amount of \$250,231.00 to Duperon for the component and a budgetary allocation equal to the cost from Capital Reserves and General Rate revenue. (40-951 WWTF Headworks Equipment)

**NOW THEREFORE, BE IT RESOLVED**, the San Miguel Community Services District Board of Directors does hereby adopt this Resolution authorizing the Interim General Manager to contract with Duperon for the above-described component and the associated budget allocations.

On the motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_ and on the following roll call vote, to wit:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAINING:**

The foregoing Resolution is hereby passed and adopted this 28<sup>th</sup> day of October 2021.

\_\_\_\_\_  
Raynette Gregory, President  
Board of Directors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Rob Roberson, Interim General Manager

\_\_\_\_\_  
Douglas L. White, General Counsel

APPENDIX A Bid Forms

for Option 3 & 3.1

The headworks equipment vendor proposing this work shall fill in the dollar amounts and other necessary information in the Headworks Equipment Bid Schedule (Schedule) below. In case of any inconsistencies in the Bid Price(s) between words and figures, the Bid Price(s) in words shall prevail.

- A. The dollar amount for the bid items provided in this Schedule shall constitute the Bid Price and be the amount to be paid by the DISTRICT to the Headworks Screening and Grit Removal Equipment Vendor to provide the design and shop drawings, preform factory testing, deliver, provide technical support to the DISTRICT and General Contractor during installation, start-up, test, adjust and train the DISTRICT’s operators on the proposed headworks equipment at the Machado WWTF site. The headworks equipment vendor shall also include in the Bid Price, the costs associated with meeting the requirements the two (2) year period described in **Section 2.18.7 Warranty**.

Item No.	Description		
1	<b>Influent Multi-rake Mechanically Cleaned Bar Screen System, Including Control Panels, Spare Parts, and Appurtenances. (Delivered FOB San Miguel, CA)</b> \$ One hundred thirty-five thousand dollars (In Words)	LS	\$ \$135,000.00 Control panel by Others
2	<b>Washer-Compactor System, Including Control Panels, Spare parts, and Appurtenances. (Delivered FOB San Miguel, CA)</b> \$ Seventy-five thousand dollars (In Words)	LS	\$ \$75,000.00 Control panel by others For Option 2.2 double wide Washer Compactor Add \$5,000.00
3	<b>Vortex-Type Grit Handling System, Including Control Panels, Spare Parts, and Appurtenances. (Delivered FOB San Miguel, CA)</b> \$ (In Words)	LS	\$ To be provided by others
	<b>Headworks Remote Control Panels, Spare Parts, and Appurtenances. (Delivered FOB San Miguel, CA)</b> \$ One thousand one hundred dollars (In Words)	LS	\$ \$1,100.00
4	<b>Factory Acceptance Testing, Supervision / Technical Support during installation, Testing &amp; Adjustment, Training, Commissioning, Warranty, and Follow-Up Support Services.</b> \$ Fifteen-thousand, one hundred thirty-one dollars (In Words)	LS	\$ \$15,131.00

Ten year material and workmanship warranty option per piece of equipment. LS \$12,000.00

Quarterly site visits during the standard 2-year warranty period LS \$27,300.00

5	<b>Design Assistance (Shop drawings and design support, as specified in the Request for Bids)</b> \$ *See below	LS	\$ *See below
	(In Words)		

<sup>1</sup>All applicable taxes including Sales Tax at the applicable rate for San Luis Obispo County shall also be included in the lump sum price.

**Receipt of Addenda**

It is the Headworks Equipment vendor’s responsibility to confirm receipt of all addenda prior to submitting a proposal. The Headworks screening and grit removal equipment vendor hereby confirms receipt of all Request for Proposal Addenda. The Headworks Equipment vendor shall also include all addenda, duly signed, as an attachment to their proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Addenda Received (# and date of each addendum): \_\_\_\_\_

Item #5 This is the engineering support we can provide to help finalize the screen and compaction selection and is considered part of the normal project development prior to contract being awarded.

- \*Hydraulic calculations
- \*Drawings
- \*Specifications
- \*Scope of work

This is the additional engineering support we provide after award as part of our submittal package. This amounts to about 10% of the equipment selection purchase price.

- \*Seismic Calculations
- \*Full Operations & Maintenance Manual
- \*Process Control Narrative
- \*P&ID
- \*Full drawing set
- \*Detailed component submittal



## San Miguel Community Services District

### Board of Directors Staff Report

October 28<sup>th</sup> 2021

**AGENDA ITEM: XI-10**

**SUBJECT:** Continued Discussion on the status of the Machado Wastewater Treatment Facility expansion and the aerator upgrade project.

---

**RECOMMENDATION:** Discuss status of the Machado Wastewater Treatment Facility expansion and the aerator upgrade project.

---

#### **CURRENT STATUS:**

##### *WWTF*

The existing plant upgrade was completed in 2001, at that time it was upgraded to a maximum capacity of 200,000 gallons per day.

**COMPLIANCE** – Based on the 2<sup>st</sup> quarter 2021 testing the plant is out of compliance for a single sample and is out of compliance for the 6-sample average in regard to TDS, Sodium and Chloride

**FLOW** – In *September* the plant averaged 146,586 gallons per day (73% of hydraulic design capacity) with a max day of 171,278 gallons (86% of hydraulic design capacity)

On 6/18/18 the District received a letter from SWRCB outlining the status of the plant and setting a timeline of approximately 2.9 years before the plant reaches capacity. This is the window to complete the expansion to prevent potential overflows and potential violations.

Monsoon Consultants is currently working on design requirements and options to meet current/future and proposed regulatory requirements.

- August 2018 WWTP Expansion engineering report.
- November 2018 DE presented options to the Board and discussed the engineering study and alternatives.
- December 2018 DOU and Engineer from Monsoon Consultants toured SBR and MBR plants and talked to operators about process benefits and issues.
- January 2019 the DE delivered the Final engineering report to the Board at the regular Board Meeting and the Board subsequently approved the report.



- January 2019 the District submitted the Final Engineering Report to the CCWQCB for their review and comment.
- February 2019 DE and Director of Utilities met with CCWQCB staff to discuss the engineering report and future project phases, requirements, funding, permitting, and schedules.
- February 2019 the District submitted the Final Engineering Report to PG&E for their review in advance of a meeting to discuss future WWTF electrical service requirements and the potential for technical/financial assistance for the WWTF expansion/renovation.
  - The District also applied for a service change to PG&E to begin the process of determining the extent of improvements needed to service the new power requirements.
- February 2019 the District applied to SoCal Gas for service and is in the process of determining costs to bring gas to the plant.
- August 2019 DE and DOU toured manufacturing plant and installations MBR package plants
- October 2019 the Board approved a contract with Monsoon Consultants to prepare the construction plans for the WWTF expansion
- November 2019 District received an agreement for a \$250,000 planning grant for the WWTF expansion.
- March 2020 RFP was released for an environmental consultant for the WWTF
- April 2020 Submitted Preliminary Engineering Report to USDA for review for Grant/ Loan funding. Comments were received back from the USDA which are being addressed by the DE
- April 23, 2020, the Board approved DUDEK proposal to perform environmental consultation for the District in relation to the WWTF and Recycled Water distribution system (purple pipe)
- May 2020 the District received the signed agreement back for the planning grant and submitted the initial invoice for reimbursement.
- June 2020 DE completed an analysis of the flooding risk to the WWTF site from Salinas River flood flows. The results of the study will be incorporated into the final design.
- June 2020 the DE completed the revisions of the USDA Preliminary Engineering Report (PER) and will resubmit to the USDA for funding consideration.
- On September 25, 2020, The Central Coast Regional Water Quality Control Board approved and adopted General Waste Discharge Requirements (Order No. R3-2020-0020) for Discharges from Domestic Wastewater Systems with Flows >100,000 GPD. The District WWTP, including the planned expansion/renovation, will be subject to the requirements in this order.
- November 2020 the DE submitted the FINAL USDA Preliminary Engineering Report (PER) to the USDA and Waterboard for review.
- January 2021 the DE submitted an application to the California Department of Water Resources for the amount of \$5,000,000 to obtain a grant under the 2019 Sustainable Groundwater Management (SGM) Grant Program Implementation – Round 1 for the upgrade and expansion of the District’s Machado Wastewater Treatment Facility (WWTF) and the construction of a new recycled water (“purple pipe”) distribution system (or a component thereof).
- February 2021 Dudek submitted the initial DRAFT of the CEQA / NEPA Initial Study and Mitigated Negative Declaration to the District for review and comment.

- April 22, 2021 the Board of Directors authorized the District to advertise a Request for Proposals (RFP) from qualified vendors to provide, install, test & adjust, start-up, and provide operator training of a pre-engineered package membrane bioreactor (MBR) municipal wastewater treatment system which will be a critical component of the upgrade and expansion of the DISTRICT's Machado Wastewater Treatment Facility (WWTF).
- May 6, 2021 the District submitted a revised version of the Preliminary Engineering Report (PER) to the USDA for their review.
- May 17, 2021 Dudek submitted the Phase 1 Archeological Survey Report to the District for staff review and comment.
- May 19, 2021 a Pre-Proposal meeting was held to inform qualified vendors about the District's requirements for the pre-engineered package membrane bioreactor (MBR) municipal wastewater treatment system and solicit input and answer questions.
- On June 11, 2021 the DISTRICT received one (1) cost proposal in response to the MBR RFP. The cost proposal was received from Cloacina, LLC, which is based in Arroyo Grande, CA. The DE and Director of Utilities are in the process of reviewing the proposal and pending completion of that process, will present our findings and recommendations to the Board.
- On July 7, 2021 Dudek delivered a preliminary and incomplete DRAFT CEQA/NEPA Environmental Document. The DE and Director of Utilities have reviewed the subject document and responded to Dudek with comments and revision requirements.
- On July 16, the DOU and DE participated in a TEAMS meeting with USDA and Waterboard staff to discuss the regulatory / permit requirements for the WWTF upgrade. The Preliminary Engineering Report (PER) will be revised to incorporate the issues that were discussed.
- July 30, 2021 Dudek delivered an ADMINISTRATIVE DRAFT CEQA/NEPA Environmental Document. District staff have reviewed the subject document and responded to Dudek with comments and revision requirements.
- On August 11, 2021, The DE submitted a revised DRAFT PER to the Director of Utilities for review. The revision addresses issues that were identified in discussions with the USDA and RWQCB.
- August 16, 2021: The DE and Director of Utilities participated in a TEAMS meeting with SLO County Planning, Building and Public Works Departments staff to discuss WWTF project status and the anticipated requirements from the SLO County with regard to a new Conditional Use Permit (CUP).

### *AERATOR PROJECT*

5/17/18 WSC issued the Final Technical Memorandum outlining some of the options for the replacement of the existing surface aerators with bubbler aeration in the ponds. Part of the recommendation is to install a headworks to prevent fouling the diffusers.

The Energy Watch and PG&E are working on preliminary paperwork for On-Bill Financing for this project once it is ready.

The aeration project is being modified as part of the overall expansion of the WWTF. It is possible that the original project will be scrapped in favor of other assistance available from PG&E.

# 467

## *FUNDS EXPENDED*

Total Costs incurred to date

- Property acquisition - \$240,140 (Paid with Capital Funds not covered under any grant FY2016-17)
- Planning - \$177,740 (Reimbursed through the IRWM DAC Grant)
- Engineering / Environmental - \$163,796 (Reimbursable through the DWR CWSRF Grant)

## *GRANT FUNDING*

Awarded

- Integrated Regional Water Management (IRWM) Prop 1 DAC -- \$177,750 for Wastewater plant upgrade analysis, basin recharge study.
- State Revolving Fund (CWSRF) -- \$250,000 for project design, engineering, and environmental studies – The District received the agreement for this grant in November 2019. The grant is retroactive to 2017. As of June 30, 2021, a total of \$163,796 has been expended.

Applied for/ to

- The District submitted applications to SLO County for the 2020 and 2021 funding cycles for CDBG funds to help pay for construction. No CDBG funds were awarded to the District in either cycle.
- Preparing to apply to DWR and USDA
- Held pre-application meeting with USDA to start application process 1/10/2020
- Met with Cayucos Sanitary District to discuss how they are financing their Wastewater treatment plant currently under construction
- Discussed additional funding with the Department of Financial Assistance at the state about construction financing.
- Submitted a Pre-Application to DWR for \$14.5M in funding through the Small Community Funding Program on May 5, 2020.
- Submitted an application to the California Department of Water Resources for the amount of \$5,000,000 to obtain a grant under the 2019 Sustainable Groundwater Management (SGM) Grant Program Implementation – Round 1 for the upgrade and expansion of the District’s Machado Wastewater Treatment Facility (WWTF) and the construction of a new recycled water (“purple pipe”) distribution system (or a component thereof) in January 2021.

## **NEXT STEPS:**

### *WWTF*

Based on discussions with the DE, we have nearing completion of the design development phase for the recommended WWTP upgrade and expansion design alternative. We have scheduled completion of the final design and the preparation of the Construction / Bidding Documents by the end of 2021. On April 23, 2020, the Board awarded a contract to Dudek for Environmental Studies as required for CEQA/ NEPA Compliance for the recommended WWTP upgrade and expansion design alternative. The timing of the environmental compliance & permitting work will coincide

with the completion of the final design phase. Under our currently planned schedule, the District should plan on initiating the process of obtaining financing for the WWTP upgrade and expansion project during the third quarter of 2021, with the goal of having financing in place to advertise and award a construction project in 4<sup>th</sup> Quarter 2021.

Although the District staff are aggressively researching and applying for grant funding opportunities, it is likely that, in order to meet our deadline, the District may need to pay out of pocket for some of the construction design work.

## *AERATOR PROJECT*

Once design criteria are determined for the WWTF and it is determined that the aeration upgrade will be maintained with the plant expansion then staff will bring additional items to the board to facilitate the approval and construction of the aeration upgrade.

---

## **COUNT DOWN CLOCK**

**Notice issued – June 2018    Deadline given – March 2021 (2.9 years)**

**Time remaining— -7 months (We have met with the Waterboard to discuss the project progress and schedule.)**

---

## **FISCAL IMPACT**

No impact resulting from this information.

## **RECOMMENDATION**

This item is for information and discussion only.

**Due to the limited time frame, this item will be updated monthly, and the Board will likely have additional items for approval in conjunction with this report.**

PREPARED BY:

*Kelly Dodds*

Kelly Dodds, Director of Utilities



## Board of Directors Staff Report

October 28, 2021

AGENDA ITEM: XI-11

**SUBJECT: Fire Department Temporary Housing Unit RFP.**

---

**RECOMMENDATION: Continue with the process required to provide a Temporary Fire Department Staffing Housing Unit including space for a Sheriff's Beat Station by releasing the Request For Pricing to furnish and install the requested modular structure.**

---

### **Background:**

The San Miguel Fire Department currently shares space with the CSD Staff and is beyond workspace capacity. Additionally, the Fire Department currently lacks the ability to provide accommodations for Department Members to provide 24-hour District coverage when required. The project shall include a "Sheriff's Beat Station" within the temporary housing unit.

### **Follow-up:**

An RFP has been developed and reviewed by Staff and Consul establishing a scope of work and timeline for the RFP submittal process. Documents include a Geological Report, San Luis Obispo County Building Department Preapplication Meeting Information Package, Structure Specifications, Site Plans, and a Grading Plan.

### **STAFF RECOMMENDATION.**

Authorize the Assistant Fire Chief to release the RFP and proceed with the process.

### **FISCAL IMPACT:**

Cost related to the RFP documentation are as follows:

- Monsoon Consultant, Site Plan \$1,330.00.
- Beacon Geotechnical, Geological Report, \$2,200.00.
- Additional drafting cost have yet to be submitted.
- Legal review cost have yet to be submitted.

**PREPARED BY: Scott Young**

**APPROVED BY: Rob Roberson**



## **REQUEST FOR PROPOSALS**

Furnish & Install Modular Temporary Housing Unit

**Issue Date:**

**Monday, November 1, 2021**

**Mandator On-Site Job Walk**

**Monday, November 8, 2021, at 10:00 AM (Pacific Standard Time)**

**Submission Due Date and Time:**

**Monday, December 6, 2021, 12:00 pm (Pacific Standard Time)**

**Mailing Address:**

PO BOX 180

San Miguel CA 93451

**Delivery Address:**

1150 Mission Street

San Miguel CA 93451

**Contact:**

Scott Young, Assistant Fire Chief

[fireprevention@sanmiguelcsd.org](mailto:fireprevention@sanmiguelcsd.org)

phone: 805-467-3388

fax: 805-467-9212

## **DESCRIPTION**

The San Miguel Community Services District Fire Department (District) is requesting proposals from qualified suppliers and installers of modular homes who are experienced with the San Luis Obispo County permitting process and have worked with or employ design consultants experienced in the County's processes.

## **ABOUT THE DISTRICT**

The San Miguel Fire Department was established on December 24, 1888, and was merged with County Service Area 1 San Miguel Sanitary District and San Miguel Lighting Districts in 2000 forming the San Miguel Community Services District (District).

The District currently provides fire services, street lighting and landscaping, wastewater collection and treatment, potable water production and distribution and solid waste services. The District is governed by a Board of five directors and has a General Manager, a Fire Chief, Assistant Fire Chief and up to 20 paid on-call firefighters, a Director of Utilities, and six Administrative and Utilities personnel. The majority of operating funds for the District come from user fees and property tax, the FY 2021-22 operating budget is \$3,051,086 which includes approximately \$360,000 in ongoing project costs.

## **DISTRICT LOCATION**

The District covers an area of approximately 5.8 square miles and is located approximately 7 miles north of the City of Paso Robles and approximately 3 miles south of the San Luis Obispo County/ Monterey County line, on the east side of Highway 101.

The project site is located on the property directly south of the current Fire Department structure at 1150 Mission Street San Miguel, CA. 93451 APN numbers 021-221-013, 021-221-014, 021-221-015, 021-221-016, & 021-221-018.

## **GENERAL CONDITIONS**

- The District shall not be liable for any pre-contractual expenses incurred by any contractor, nor shall any firm include such expenses as part of the proposed cost.
- Pre-contractual expenses include any expense incurred by a proposal and negotiation of any terms with the District.
- The District reserves the right to withdraw this RFP at any time without prior notice and to reject any and all proposals submitted without indicating any reasons. Any award of contract for services shall be made to the firm best qualified and responsive in the opinion of the District.
- Proposals may, at the District's option, be rejected if they contain any alterations, additions, conditional or alternatives, are incomplete, or contain erasures or irregularities of any kind.
- The District reserves the right to reject any and all proposals. The District expressly reserves the right to postpone the submittal opening for its convenience and to reject any and all submittals responding to this RFP.

- The Proposals will NOT be opened publicly.
- The selected firm must agree to indemnify and hold harmless the District, its officers, agents and assigns from any liability or loss resulting from suits, claims, or actions brought against the District which result directly or indirectly from the wrongful or negligent actions of the consultant in the performance of the contract.
- The selected firm will be required to comply with all existing State and Federal labor laws including those applicable to equal opportunity employment provisions.
- The District reserves the right to negotiate special requirements and proposed service levels using the selected proposal as a basis. Compensation for services will be negotiated with the selected firm.
- All responses to this RFP shall become the property of the District and will be retained or disposed of accordingly.
- No amendments, additions, or alternates shall be accepted after the submission date and time.
- All documents, records, designs, and specifications developed by the selected firm in the course of providing services for the District shall be the property of the District.
- Anything considered to be proprietary should be so designated by the firm.
- Acceptance by the District of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract for services.
- The District reserves the right to issue a written notice to all participating firms of any change in the proposal requirements or submission schedule should the District determine, in its sole discretion, that such changes are necessary.
- All services provided by the firm shall be in accordance with State, Federal, County, and District's standards.
- The selected firm must comply with Government Code section 8355 in matters relating to providing a drug-free workplace.
- The Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 *et. seq.*, are the governing factors regarding allowable elements of cost.
- The final Agreement between the District and the firm will include the administrative requirements outlined in 49 CFR Part 18, Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments

## PROJECT OVERVIEW

The District wishes to enter into a contracting agreement with a retain a qualified company/firm to furnish and install One (1)- Silvercrest Bradford Series model number BD03, 40' X 23'6", Three (3) bedroom Two (2) bathroom, 946 square foot modular home including permit acquisition, site prep, full setup, and utility connections as per all provided construction documentation.

Alternate manufacturers and models may be considered, only if a request is submitted to the District before November 15<sup>th</sup>, 2021, clearly showing how the proposed model meets the requirements of this RFP. The proposed alternate must be approved by the District prior to the bid deadline otherwise it will not be considered for contract award.



THIS IS A PREVAILING WAGE PROJECT.

Contracting Services

Contractor / Firm shall include all costs relating to the following items within their RFP.

- Production and submittal of all related documentation required for permit acquisition required by the County of San Luis Obispo and or Local Agencies.
- Submittal of product specifications for the proposed structure and its related components for the purpose of review and approval by the District.
- Submittal of anticipated payment schedule outlining any required deposits and progress payments.
- Procurement and submittal of a scheduled structure fabrication date and overall project schedule.
- Site grading per the provided construction documentation.
- Site prep required to accommodate the installation of the structure and adjacent parking areas.
- Transportation and placement of the modular structure.
- Setup and completion of the modular structure.
- Connection to provided utility stub outs.
- Final fit and finish of all surfaces.
- Schedule and attend all required inspections.
- Startup and function testing of all components throughout the structure.
- Conduct a final walkthrough, inspection, and approval meeting.
- Perform all required warranty services.
- Provide an organized product specifications binder.
- Site mobilization and demobilization.
- Provide sanitary facilities throughout the project duration.
- Provide site security fencing throughout the project duration.
- Comply with all environmental, Native American and archeological requirements.
- Contractor to provide performance and surety bonds.

## PROPOSAL REQUIREMENTS AND CONTENTS

Proposals submitted for this project are to follow the outline described below and must address all requested information. Any additional information that the Contractor / Firm wishes to include that is not specifically requested should be included in an appendix to the proposal. Contractors / Firms are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation of the project approach. **Three (3) original signed** copies of the proposal **One (1) digital PDF** copy placed on a flash drive must be submitted.

### Section 1

### Overview of Firm

Provide a narrative description of your firm and your firm's experience with the following:

- Experience relating to the San Luis Obispo County Planning & Building Departments.
- Years of experience with the requested product vendor.
- Contractor's experience relating to the setup and completion of modular structures.
- Flagship projects that may be relevant to this project.
- Client references.
- Subcontractor's information, if any.
- Also, identify any unique approaches or strengths that your firm may have related to the provision of services requested.

District Staff will assess your understanding of all aspects of the project based on the overview.

## **Section 2                      Contractors / Firms and Team**

The Contractor / Firm shall be identified and associated responsible personnel should also be identified. A project team organization list and a brief resume of each team member shall be included. The geographic location of the firm and key personnel shall also be identified. Any proposed sub-consultants shall be listed. Include sub-consultants assigned task(s) and experience. Full resumes may be included in an appendix.

Include client names, addresses, and telephone numbers for the District to check these references. Identify project team members that worked on the various projects and their roles and responsibility. Only include those projects where there is significant involvement from individuals who are part of the proposed team.

## **Section 3                      Conflicts of Interest**

Contractors / Firms submitting a proposal in response to this RFP must disclose any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the firm, management, or employees of the firm or other persons relative to the services to be provided under the Agreement for Construction services to be awarded pursuant to this RFP. If a firm has no conflicts of interest, a statement to that effect shall be included in the Proposal.

## **Section 4                      Proprietary Information**

Firms submitting a Proposal in response to this RFP must provide a statement that nothing contained in the submitted proposal will be proprietary. All proposals shall become the property of the District once submitted.

## **Section 5                      Insurance and Other Requirements**

The District will require the individual or firm selected to maintain general liability, automobile, workers' compensations insurance, and required bonds. The contract will contain provisions requiring the selected firm to indemnify the District and provide that the Contractor / Firm is an independent Contractor / Firm serving at the will of the District. Other required provisions will include the District's right to terminate the agreement, at its sole discretion, upon the provision of notice.

**Section 6 Compensation**

The proposal shall incorporate by reference a payment schedule detailing product deposits, anticipated permitting fees, and progress payments. The payment schedule is to be provided in a separate, sealed envelope. Outline hourly rates for additional services if required. Define the type and unit rates for reimbursement for expenses such as mileage, reproduction of documents, and faxed documents.

**Section 7 Signature and Acceptance of Conditions**

The proposal shall be signed by an official authorized to bind the Contractor / Firm and shall expressly state the proposal is valid for 90 days. Additionally, this section will be a statement offering the Contractors/Firm’s acceptance of all conditions listed in the Request for Proposal document. Any exceptions or suggested changes to the RFP of any contractual obligations, including the suggested change, the reasons therefore and the impact it may have on cost or other considerations on the Contractors / firm’s behalf must be stated in the proposal. Unless specifically noted by the Contractor / Firm, the District will assume that the proposal complies with all aspects of the RFP.

**PROPOSAL SUBMISSION DEADLINES**

November 8, 2021	Mandatory On-Site Job Walk at 10:00 AM.
November 15, 2021	5:00 PM final day for Request For Proposal (RFP) submittals.
November 22, 2021	5:00 PM Response to all RFP’s
December 6, 2021	12:00 PM RFP’s due. No late or incomplete submittals shall be considered for contract award.
December 7-9, 2021	Review of all RFP’s by Staff.
December 16, 2021	Evaluation and possible award of the contract by the Board and Staff at the District’s December Board meeting .
December 27, 2021	Notification of selected firm (if award of the contract is decided by the Board at the December 16, 2021 board meeting)

**THREE (3) ORIGINAL SIGNED COPIES & ONE (1) DIGITAL COPY ON A FLASH DRIVE OF THE PROPOSAL MUST BE SUBMITTED TO THE DISTRICT OFFICE AT THE ADDRESS BELOW BY: 12:00 p.m. (noon) on Monday, December 6, 2021**

**SUBMIT PROPOSALS TO:**

**San Miguel Community Services District Fire Department  
 Attn: Scott Young, Assistant Fire Chief / Prevention Officer  
 PO Box 180/ 1150 Mission Street  
 San Miguel, CA 93451**

Inquiries concerning this RFP should be addressed to:

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*Scott Young, Assistant Fire Chief / Prevention Officer at (805) 467-3388 or  
fireprevention@sanmiguelcsd.org*

Geotechnical Engineering Report

For

**Proposed Manufactured Accessory Dwelling Unit**

**Mission Street APN 021-221-015 and 016**

**San Luis Obispo County, California**

July 28, 2021

F-102772

Prepared For

**San Miguel Community Services District**

By

Beacon Geotechnical, Inc.  
P.O. Box 4814  
Paso Robles, California 93447

# BEACON

GEOTECHNICAL, INC

July 28, 2021

F-102772

**San Miguel Community Services District**

1150 Mission Street  
San Miguel, CA 93451

**Project:** Proposed Manufactured Accessory Dwelling Unit  
Mission Street APN 021-221-015 and 016  
San Luis Obispo County, California

**Subject:** Geotechnical Engineering Report

As authorized, we have performed a Geotechnical Study for the above referenced project. The accompanying Geotechnical Engineering Report presents the results of our subsurface exploration, laboratory-testing program and conclusions and recommendations for geotechnical engineering aspects of project design. Our services were performed using the standard of care ordinarily exercised in this locality at the time this report was prepared.

Based on our study, it is our opinion that the site is suitable for the proposed development from a geotechnical engineering standpoint provided the recommendations of this report are successfully implemented.

We have appreciated this opportunity to be of service to you on this project. Please call if you have any questions, or if we can be of further service.

Respectfully submitted,  
**Beacon Geotechnical, Inc.**



Greg McKay  
Project Manager

Copies: 3-San Miguel Community Services District  
1-File



Nicholas A. McClure  
Geotechnical Engineer

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## 1. INTRODUCTION

This report presents results of a Geotechnical Engineering Study performed for the proposed manufactured accessory dwelling unit to be located in the San Miguel area of San Luis Obispo County, California.

### 1.1 Description

- 1.1.1. It should be noted that grading and foundation plans were not provided for the purpose of this report. Prior to any construction, this firm should review the grading and foundation plans to verify or modify the recommendations offered herein. We anticipate that the site will be developed by building at or near existing grade.
- 1.1.2. The proposed structure is assumed to be a one (1) story premanufactured accessory dwelling unit supported on either pre-engineered vertical and lateral load supporting foundation jacks or on poured in place concrete foundations.
- 1.1.3. Structural considerations for maximum wall loads of 1.65 kips per square foot and maximum point loads of 20.0 kips were used as a basis for the recommendations of this report. If actual loads vary significantly from these assumed loads, Beacon Geotechnical, Inc. should be notified as re-evaluation of the recommendations contained herein may be required.

## 2 SCOPE OF WORK

- 2.1 The purpose of the geotechnical investigation that led to this report was to evaluate the soil conditions of the site with respect to the proposed development. These conditions include surface and subsurface soil types, expansion potential, settlement potential, bearing capacity, and presence or absence of subsurface water. The scope of our work included:
  - Reconnaissance of the site.
  - Drilling, sampling, and logging of two (2) borings to investigate soils and groundwater conditions.
  - Laboratory testing of soil samples obtained from subsurface exploration to determine their physical and engineering properties.
  - Geotechnical analysis of the data obtained.
  - Consultation with owner representatives and design professionals.
  - Preparation of this report.
- 2.2 Contained in the report are:
  - Discussions on local soil and groundwater conditions.
  - Results of laboratory and field tests.
  - Conclusions and recommendations pertaining to site grading and structural design.



### 3 SITE SETTING

- 3.1 The site of the proposed development is located in San Luis Obispo County, California, with the approximate geographical coordinates 35°44'57.00" N and 120°41'47.00" W. See the Vicinity Map in Appendix A.
- 3.2 The site is a relatively level vacant lot.

### 4 SITE CONDITIONS

#### 4.1 Soil Conditions

- 4.1.1 Evaluation of the subsurface indicates that soils are generally light brown silty slightly clayey sand with gravel and cobbles overlain by brown silty slightly clayey sand with gravel.
- 4.1.2 Soils encountered at approximate bearing depths should be designed as Site Classification D in accordance with the local building code.
- 4.1.3 Expansion determination indicates that the bearing soils lie in the "Very Low" range.

#### 4.2 Groundwater

- 4.2.1 Groundwater was not encountered to a maximum depth of twenty (20) feet.

### 5 SEISMIC HAZARDS

This portion of Central California is subject to significant seismic hazards from moderate to large earthquake events. Ground shaking resulting from earthquakes is the primary geologic hazard at the project site. Ground displacement resulting from faulting is a potential hazard at or near faults.

#### 5.1 Nearby Faults

- 5.1.1 The site does not lie within an Earthquake Fault Zone identified on a State of California Earthquake Fault Zone Map.
- 5.1.2 Faults closest to the site, which would most affect the proposed project:

Nearby Active Faults	Approximate Distance (km)	Magnitude $M_w$
Rinconada Fault	9.6	7.5
San Andreas Fault Zone	29.4	8.0

## 5.2 Liquefaction

Earthquake-induced vibrations can be the cause of several significant phenomena, including liquefaction in fine sands and silty sands. Liquefaction results in a complete loss of strength and can cause structures to settle or even overturn if it occurs in the bearing zone. If liquefaction occurs beneath sloping ground, a phenomenon known as lateral spreading can occur. Liquefaction is typically limited to the upper 50 feet of the subsurface soils and to soils that have a relative density of less than 70%.

- 5.2.1 Based on the quality and conditions of the in-place soils and the absence of groundwater in our boring explorations, it is our opinion that the potential for liquefaction and/or lateral spreading is low at this site.

## 5.3 Landslide Hazards

- 5.3.1 The site topography and exposed soils types indicate that the potential for landslides is minimal at this site. Furthermore, no evidence of previous landslides was observed at the site.

## 5.4 Seismic Design Parameters

The following estimated ground motion parameters have been established using the methods outlined in the 2019 California Building Code with reference to the acceleration contour maps provided by the U.S. Geological Survey (USGS) and the National Earthquake Hazards Reduction Program (NEHRP-2015). These ground motion parameters represent the Maximum Considered Earthquake (MCE) spectral response of seismic events experiencing 5 percent damped acceleration and having a 2 percent probability of exceedance within a 50 year period.

<b>2019 California Building Code Seismic Parameters</b>	
<b>Parameter</b>	<b>Value</b>
Seismic Design Category	D
Site Class	D
Short Period Spectral Acceleration, $S_s$	1.270
1-second period spectral acceleration, $S_1$	0.451
Short period site coefficient, $F_a$	1.000
1-second period site coefficient, $F_v$	1.849
Adjusted short period spectral acceleration, $S_{ms}$	1.270
Adjusted 1-second period spectral acceleration, $S_{m1}$	0.834
Short period design spectral acceleration, $S_{DS}$	0.846
1-second period design spectral acceleration, $S_{D1}$	0.556

## 6 CONCLUSIONS AND RECOMMENDATIONS

The site is suitable for the proposed development from a geotechnical engineering standpoint provided the recommendations contained herein are properly implemented into the project.

### 6.1 General Grading

- 6.1.1 Grading, at a minimum, should conform to Chapter 18, and any additional locally approved appendices relating to grading, of the 2019 California Building Code.
- 6.1.2 The existing ground surface should be initially prepared for grading by removing all vegetation, trees, large roots, debris, non-complying fill, and all other organic material. Voids created by removal of such material should not be backfilled unless the underlying soils have been observed by a representative of this firm.
- 6.1.3 **The bottom of all excavations should be observed by a representative of this firm prior to processing or placing fill.**
- 6.1.4 Fill and backfill placed at near optimum moisture in layers with loose thickness not greater than eight (8) inches should be compacted to a minimum of 90% of maximum dry density obtainable by the ASTM D 1557 Test Method.
- 6.1.5 Import soils used to raise site grade should be equal to or better than on-site soils in strength, expansion, and compressibility characteristics. Import soils can be evaluated, but will not be pre-qualified by the geotechnical engineering firm. Final comments on the characteristics of the import soils will be offered after the material is at the project site.
- 6.1.6 Roof draining systems should be designed so that water is not discharged onto bearing soils or near structures.
- 6.1.7 Final site grade should be such that all water is permanently diverted away from the structure and is not allowed to pond. The ground immediately adjacent to the building shall be sloped 5% for a minimum of ten (10) feet measured perpendicular to the face of the wall. All diverted water is to be directed to an approved drainage. Alternative grading methods can be found in 2019 California Building Code Section 1804.4.
- 6.1.8 The above referenced site drainage conditions should be maintained over the course of the life of the structure. Proper long term performance of the foundation and building pad may be compromised if the surrounding site drainage and grading is adversely modified.
- 6.1.9 Plans and specifications should be provided to Beacon Geotechnical, Inc. prior to grading. Plans should include the grading plans, and foundation details. Structural loads should be shown on the foundation plans.

- 6.1.10 It is recommended that Beacon Geotechnical, Inc. be retained to provide intermittent geotechnical engineering services during site development, grading and foundation construction phases of the work to observe compliance with the design concepts, specifications, and recommendations, and to allow design changes in the event that subsurface conditions differ from those anticipated prior to the start of construction.
- 6.1.11 Should soils become unstable during grading due to excessive subsurface moisture, alternatives to correct instability may include aeration or the use of gravels and/or geotextiles as stabilizing measures. Recommendations for stabilization should be provided by this firm as needed during construction.
- 6.1.12 All water associated with drainage and runoff should not be discharged onto slope faces. All outflow of drainage structures and drainage facilities should be designed by the project Civil Engineer to minimize erosion.

## 6.2 Specific Site Development, Grading Pads, and Foundation Excavations

- 6.2.1 Due to the presence of low density near surface soils, overexcavation and recompaction of soils in the building area (including covered deck areas) will be necessary to decrease the potential for differential settlement and to provide more uniform bearing conditions. Soils should be overexcavated to a depth of two (2) feet below the bottom of footings or foundation jacks, four (4) feet below existing grade, through the brown material (noted as soil type A1 in the project boring logs), or 75% of the deepest fill thickness, whichever is greater. The over-excavation should extend to a distance of five (5) feet beyond the building perimeter. The resulting surface should be scarified to a depth of one (1) foot, moisture conditioned and recompacted to a minimum of 90% of maximum dry density. The intent of these recommendations is to provide a minimum of two (2) feet of compacted soils below the bottom of all footings or foundation jacks, and recompact the loose topsoil.
- 6.2.2 Any excavated material from foundation and septic or drainage systems should be properly recompacted in accordance with all the recommendations for engineered fill. Alternatively, excavated soil may be hauled off site when adequate placement area is not available at the project location.
- 6.2.3 Areas outside the building area to receive fill, exterior slabs-on-grade, sidewalks, and paving should be overexcavated to a depth of one (1) foot below finish subgrade or existing grade whichever is deeper. The exposed surface should be scarified, moisture conditioned and recompacted.

- 6.2.4 On-site soils may be used for fill once they are cleaned of all organic material, rock, debris, and irreducible material larger than eight (8) inches.
- 6.2.5 Although not encountered in our borings, should any trash, debris or subsurface structures be encountered during grading, removals will be necessary to adequate depths and horizontal limits as recommended by this firm at the time of grading.
- 6.2.6 Grading inspections shall be performed in accordance with the 2019 California Building Code Table 1705.6. See Appendix B for project specific grading observation requirements.

### 6.3 Slope Construction

- 6.3.1 All hillside grading and construction of fill slopes should conform to the minimum standards listed in Chapter 18 of the 2019 California Building Code. It is recommended that a representative of this firm review the grading plans prior to grading and site development.
- 6.3.2 Fill slopes should be keyed and benched into firm natural ground when the existing slope to receive fill is 10:1, horizontal to vertical, or steeper. The keys should be tilted into the slope, should be a minimum of one equipment width wide, and should extend a minimum of three (3) feet deep at the outside edge.
- 6.3.3 Fill slopes should be overfilled, compacted, and cut back to planned configurations. This will yield better compaction on the slope faces than other methods.
- 6.3.4 Lined drainage swales and down drains should be provided at the tops of all cut and fill slopes to divert drainage away from the slope faces.
- 6.3.5 Cut and fill slopes should not be constructed steeper than 2:1 (horizontal to vertical). Setbacks of structures from slopes should be maintained as per the 2019 California Building Code.

### 6.4 Utility Trenches

- 6.4.1 Utility trench backfill should be governed by the provisions of this report relating to minimum compaction standards. In general, service lines inside of the property lines may be backfilled with native soils and compacted to a minimum of 90% of maximum dry density. Backfill of offsite service lines will be subject to the specifications of the jurisdictional agency or this report, whichever is more stringent.
- 6.4.2 A representative of this firm is to monitor compliance with these recommendations.

## 6.5 Structural Design – Foundations

- 6.5.1 Conventional interconnected continuous footings or a pre-engineered foundation jack system may be used for support of the pre-manufactured residence.
- 6.5.2 Interconnected continuous footings or a pre-engineered foundation jack system should bear entirely into firm recompacted material. The foundation jacks should be installed as specified by the engineered jack foundation plans.
- 6.5.3 Based on the project expansive soil conditions, it is assumed that any reinforced concrete footings will extend a minimum of eighteen (18) inches below lowest adjacent grade.
- 6.5.4 Interconnected continuous footings and foundation jacks installed per the manufacturer's recommendations may be designed based on an allowable bearing value of 1650 psf.
- 6.5.5 Allowable bearing values are net (weight of footing and soils surcharge may be neglected) and are applicable for dead plus reasonable live loads.
- 6.5.6 Bearing values may be increased by one-third when transient loads such as wind and/or seismicity are incorporated into designs using the alternate load combinations in 2019 California Building Code Section 1605.3.2.
- 6.5.7 Lateral loads may be resisted by soils friction on floor slabs and foundations and by passive resistance of the soils acting on foundation stem walls. Lateral capacity is based on the assumption that any required backfill adjacent to foundations and grade beams is properly compacted.
- 6.5.8 For structures to be constructed above slopes, the outside faces at the bottom of footings should provide a minimum horizontal distance of ten (10) feet from the slope face.
- 6.5.9 Conventional continuous footings for buildings where the ground surface slopes at 10:1, horizontal to vertical, or steeper should be stepped so that both top and bottom are level.
- 6.5.10 Reinforcement of footings bottomed in soils in the "Very Low" expansion range should be designed by the Project Structural Engineer to properly resist the structural design load reactions. Additionally, soils should be lightly moistened immediately prior to placement of concrete.
- 6.5.11 **Foundation excavations should be observed by a representative of Beacon Geotechnical, Inc. after excavation, but prior to placing reinforcing steel or forms.**

## 6.6 Slabs on Grade

- 6.6.1 Although not expected within the structural footprint of the premanufactured home, any concrete slabs incorporated into the structure within the proposed development should be supported by compacted structural fill as recommended earlier in this report.
- 6.6.2 Reinforcement dowels shall be provided at the connection between concrete slabs on grade and continuous footings.
- 6.6.3 Slabs should be underlain with a minimum of four (4) inches of clean and free draining sand. Areas where floor wetness would be undesirable should be underlain with a 10mil moisture barrier to reduce moisture transmission from the subgrade soils to the slab. The membrane should be placed at mid-height in the clean sand.
- 6.6.4 Reinforcement and slab thickness should be determined by the Project Structural Engineer.
- 6.6.5 Soils underlying slabs in the "Very Low" expansion range, as a minimum, should be lightly moistened immediately prior to placement of concrete.

## 6.7 Structural Design – Lateral Resistance Parameters

- 6.7.1 Resistance to lateral loading may be provided by friction acting on the base of foundations. A coefficient of friction of 0.34 may be applied to dead load forces. This value does not include a factor of safety.
- 6.7.2 Passive resistance acting on the sides of foundation stems equal to 275 pcf of equivalent fluid weight may be included for resistance to lateral load. This value does not include a factor of safety.
- 6.7.3 A one-third increase in the quoted passive value may be used when considering transient loads such as wind and seismicity.

## 6.8 Structural Design – Settlement Considerations

- 6.8.1 Maximum expected settlements approximately 3/4 inches are anticipated for foundations and floor slabs designed as recommended.
- 6.8.2 Differential settlement between adjacent load bearing members should be less than one-half the total settlement.
- 6.8.3 The majority of settlement should occur during construction. Post construction settlement should be minimal.
- 6.8.4 **The foundation jack system may need periodic adjustment per the manufacture specifications.**

## 6.9 Structural Design – Retaining Walls

- 6.9.1 Conventional cantilever retaining walls bearing in soils prepared in accordance with the “Grading Pads – Site Development and Foundation Excavations” section of this report and backfilled with compacted soils may be designed for the lateral pressures listed below:

Active Case	35 pcf
At Rest Case	55 pcf
Passive Case	275 pcf
Max. Toe Pressure	1650 psf
Coefficient of Sliding Friction	0.34

- 6.9.2 Retaining walls extending greater than six (6) feet in height should be designed for an additional seismic horizontal line load of  $14H^2$  (#/ft-of-wall) assumed to be acting at a height of  $0.6H$  (ft) above the base of the wall, where  $H$  is the height of the wall in feet. This seismic surcharge should be added to an active pressure design utilizing an active pressure of 35 psf.

- 6.9.3 It should be noted that where structural retaining walls would otherwise be designed based on an at-rest pressure case, the seismic-and-active design results should be compared to the at-rest design results and the governing conditions should be used for the purpose of the project.

- 6.9.4 In addition to the static soil pressures described above, it is important to note that the active pressure condition will only fully develop if the retaining wall structure is allowed to move a sufficient distance. The necessary lateral movements required to establish the active pressure condition are shown below,

Non-Expansive Granular Soil	$0.001H - 0.004H$
Expansive Cohesive Soil	$0.01H - 0.04H$

where  $H$  represents the height of the wall. At-rest pressures should be used for design purposes where retaining wall systems connected or adjacent to building structures would be adversely affected by the above referenced lateral displacements.

- 6.9.5 Design pressures noted above are applicable to a horizontally retained surface behind the wall. Walls having a retained surface that slopes upward from the wall should be designed for an additional equivalent fluid pressure of 1 pcf for the active case and 1.5 pcf for the at-rest case, for every two degrees of slope inclination. Walls positioned on or near descending slopes should be evaluated by this firm on an individual basis.
- 6.9.6 The pressures listed above were based on the assumption that backfilled soils will be compacted to 90% of maximum dry density as determined by ASTM D 1557 Test Method.



- 6.9.7 The lateral earth pressure to be resisted by the retaining walls or similar structures should include the loads from any structures or temporary loads that influence the wall design.
- 6.9.8 A back drain or an equivalent system of backfill drainage should be incorporated into the retaining wall design. Backfill immediately behind the retaining structure should be a free-draining granular material. Alternatively, the back of the wall could be lined with a geodrain system.
- 6.9.9 Compaction on the uphill side of the wall within a horizontal distance equal to one wall height should be performed by hand-operated or other lightweight compaction equipment. This is intended to reduce potential "locked-in" lateral pressures caused by compaction with heavy grading equipment.
- 6.9.10 Water should not be allowed to pond near the top of the wall. To accomplish this, the final backfill site grade should be such that all water is diverted away from the retaining wall.

## **7 REFERENCES CITED**

*USGS, Online, Geologic Hazards Science Center, United States Geological Society, in Cooperation with California Geological Society (CGS), [www.geohazards.usgs.gov/qfaults/ca/California.php](http://www.geohazards.usgs.gov/qfaults/ca/California.php)*

## **8 ADDITIONAL SERVICES**

This report is based on the assumption that an adequate program of monitoring and testing will be performed by Beacon Geotechnical, Inc. during construction to check compliance with the recommendations given in this report. The recommended tests and observations include, but are not necessarily limited to the following:

- 8.1 Review of the building and grading plans during the design phase of the project.
- 8.2 Observation and testing during site preparation, grading, placing of engineered fill, and foundation construction.
- 8.3 Consultation as required during construction.

## **9 PROJECT LIMITATIONS AND UNIFORMITY OF CONDITIONS**

- 9.1 The analysis and recommendations submitted in this report are based in part upon the data obtained from the borings drilled on site. The nature and extent of variations between and beyond the borings may not become evident until construction. If variations then appear evident, it may be necessary to re-evaluate the recommendations of this report.

- 9.2 The scope of our services did not include environmental assessment or geological study. The scope of services did not include investigation for the presence or absence of wetlands, hazardous or toxic materials in the soil, surface water, groundwater, or air. Any statements in this report or on the soil boring logs regarding odors, unusual or suspicious items or conditions observed are strictly for the information of the client.
- 9.3 Findings of this report are valid as of this date, however, changes in a condition of a property can occur with passage of time whether they be due to natural processes or works of man on this or adjacent properties. In addition, changes in applicable or appropriate standard may occur whether they result from legislation or broadening knowledge. Accordingly, findings of this report may be invalidated wholly or partially by changes outside our control. Therefore, this report is subject to review and should not be relied upon after a period of one (1) year.
- 9.4 In the event that any changes in the nature, design, or location of the structure and other improvements are planned, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and conclusions of this report modified or verified in writing.
- 9.5 This report is issued with the understanding that it is the responsibility of the owner or his representatives to insure the information and recommendations offered herein are called to the attention of the project architect and engineers. It is also the responsibility of the owner or his representatives to insure the information and recommendations offered herein are incorporated into the project plans and specifications and the necessary steps are taken to see that the contractor and subcontractors carry out such recommendations in the field.
- 9.6 Beacon Geotechnical, Inc. has prepared this report for the exclusive use of the client and authorized agents. This report has been prepared in accordance with generally accepted geotechnical engineering practices. No other warranties, either expressed or implied, are made as to the professional advice provided under the terms of this agreement.
- 9.7 It is recommended that Beacon Geotechnical, Inc. be provided the opportunity for a general review of final design and specifications in order that earthwork and foundation recommendations may be properly interpreted and implemented in the design and specifications. If Beacon Geotechnical, Inc. is not accorded the privilege of making this recommended review, we can assume no responsibility for misinterpretation of our recommendations.

END OF TEXT  
Appendices

***APPENDIX A***

**Vicinity Map**

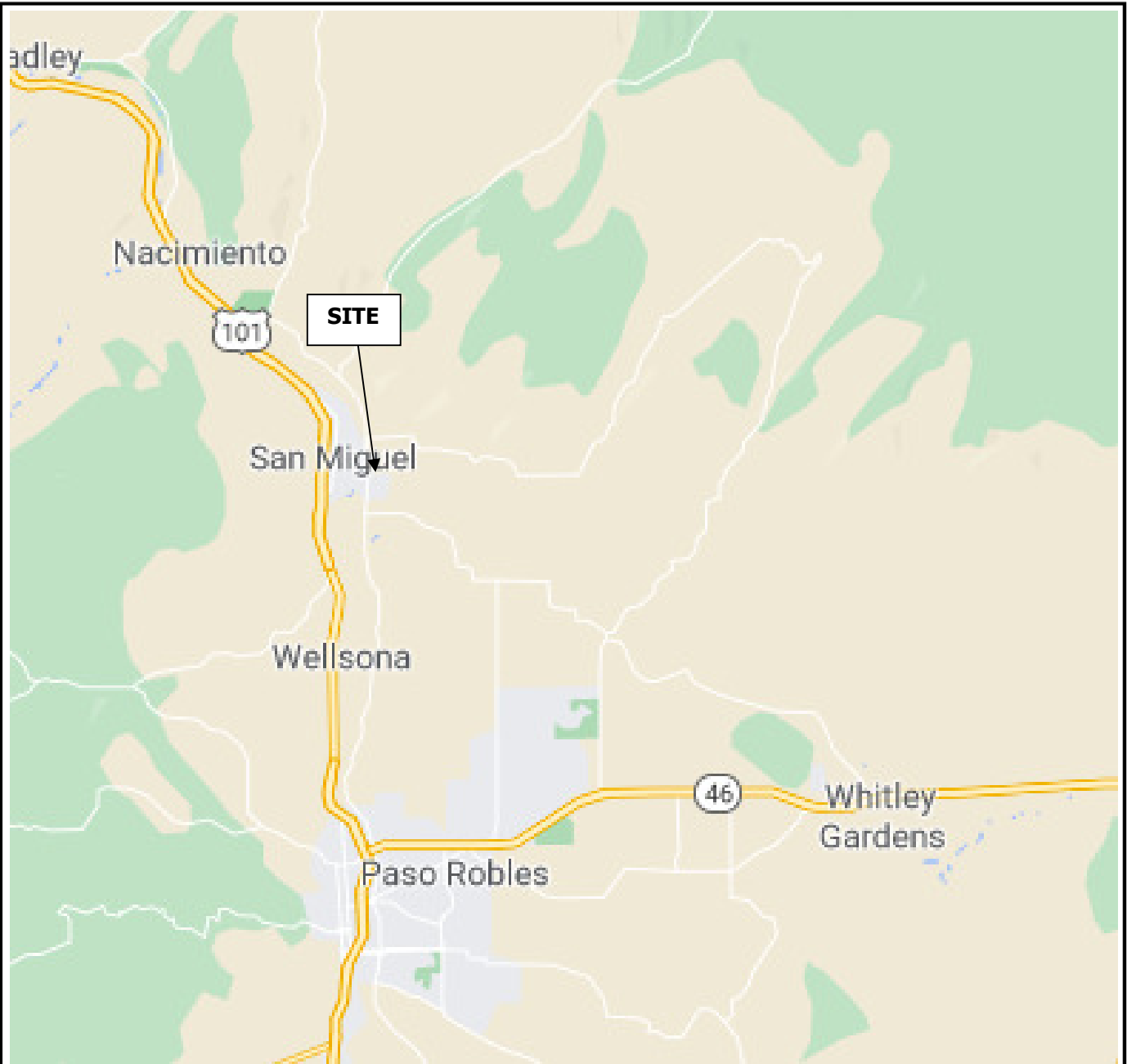
**Site Plan**

**Quaternary Fault Map**

**Investigation Parameters**

**Unified Soil Classification Table**

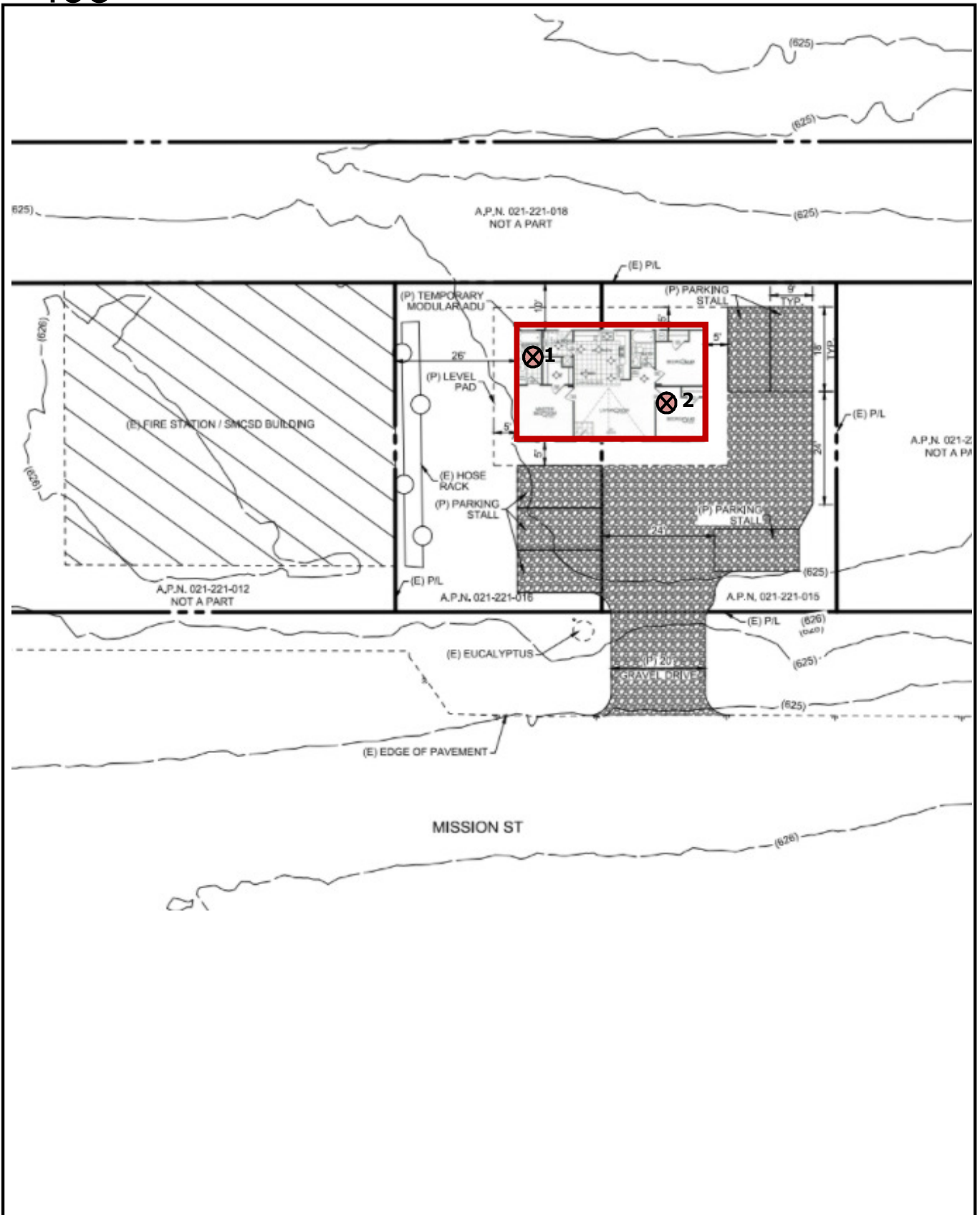
**Boring Logs**



PROJECT #: F-102772

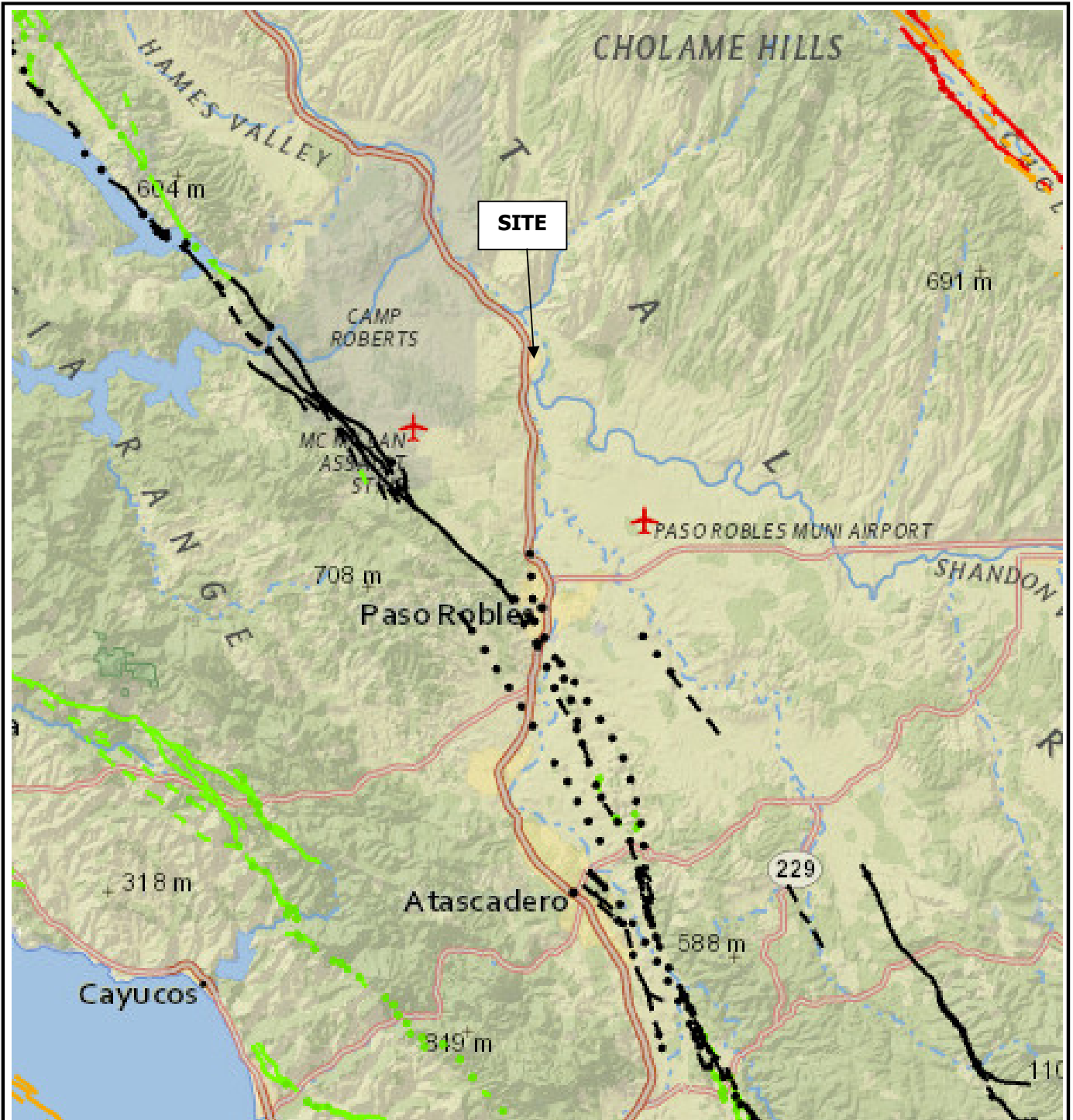
BEACON GEOTECHNICAL, INC.

VICINITY MAP



PROJECT #: F-102772
BEACON GEOTECHNICAL, INC.

SITE MAP



Map Showing Nearby Quaternary Aged Faults (USGS, Online)

PROJECT #: F-102772

BEACON GEOTECHNICAL, INC.

**QUATERNARY FAULT MAP**

## ***INVESTIGATION PARAMETERS***

- The borings were drilled to a maximum depth of twenty (20) feet below the existing ground surface to observe the soil profile and to obtain samples for laboratory analysis. The borings were drilled on June 23, 2021 using a mobile drill rig. The approximate locations of the borings were determined in the field by pacing and sighting, and are shown on the Site Plan in this Appendix.
- Blow counts were obtained within the test borings with Standard Penetration Test (S.P.T.) equipment. The blow counts were obtained by driving the sampler with a 140 pound hammer dropping thirty (30) inches in accordance with ASTM D 1586-11.
- Bulk samples of the soils encountered were gathered from the auger cuttings.
- The final logs of borings represent our interpretation of the contents of the field logs and the results of laboratory testing performed on the samples obtained during the subsurface investigation. The final logs are included in this Appendix.

**UNITED SOIL CLASSIFICATION (ASTM D-2487)**

MATERIAL TYPES	CRITERIA FOR ASSIGNING SOIL GROUP NAMES			GROUP SYMBOL	SOIL GROUP NAMES	
COARSE-GRAINED SOILS >50% RETAINED ON NO. 200 SIEVE	GRAVELS  >50% OF COARSE FRACTION RETAINED ON NO 4. SIEVE	CLEAN GRAVELS <5% FINES	$C_u \geq 4$ AND $1 \leq C_c \leq 3$	GW	WELL-GRADED GRAVEL	
			$C_u \geq 4$ AND/OR $1 \geq C_c \geq 3$	GP	POORLY-GRADED GRAVEL	
		GRAVELS WITH FINES >12% FINES	FINES CLASSIFY AS ML OR CL	GM	SILTY GRAVEL	
			FINES CLASSIFY AS CL OR CH	GC	CLAYEY GRAVEL	
	SANDS  >50% OF COARSE FRACTION PASSES ON NO 4. SIEVE	CLEAN SANDS <5% FINES	$C_u \geq 6$ AND $1 \leq C_c \leq 3$	SW	WELL-GRADED SAND	
			$C_u \geq 6$ AND/OR $1 \geq C_c \geq 3$	SP	POORLY-GRADED SAND	
		SANDS AND FINES >12% FINES	FINES CLASSIFY AS ML OR MH	SM	SILTY SAND	
			FINES CLASSIFY AS CL OR CH	SC	CLAYEY SAND	
FINE-GRAINED SOILS >50% PASSES NO. 200 SIEVE	SILTS AND CLAYS  LIQUID LIMIT <50	INORGANIC	$PI > 7$ AND PLOTS >"A" LINE	CL	LEAN CLAY	
			$PI > 4$ AND PLOTS <"A" LINE	ML	SILT	
		ORGANIC	LL (oven dried)/LL (not dried) <0.75	OL	ORGANIC CLAY OR SILT	
		SILTS AND CLAYS  LIQUID LIMIT >50	INORGANIC	PI PLOTS >"A" LINE	CH	FAT CLAY
	PI PLOTS <"A" LINE			MH	ELASTIC SILT	
	ORGANIC		LL (oven dried)/LL (not dried) <0.75	OH	ORGANIC CLAY OR SILT	
	HIGHLY ORGANIC SOILS		PRIMARILY ORGANIC MATTER, DARK IN COLOR, AND ORGANIC ODOR			PT

PENETRATION RESISTANCE (RECORDED AS BLOWS / 0.5 FT)				
SAND & GRAVEL		SILT & CLAY		
RELATIVE DENSITY	BLOWS/FOOT*	CONSISTENCY	BLOWS/FOOT*	COMPRESSIVE STRENGTH (TSF)
VERY LOOSE	0 - 4	VERY SOFT	0 - 2	0 - 0.25
LOOSE	4 - 10	SOFT	2 - 4	0.25 - 0.50
MEDIUM DENSE	10 - 30	FIRM	4 - 8	0.50 - 1.0
DENSE	30 - 50	STIFF	8 - 15	1.0 - 2.0
VERY DENSE	OVER 50	VERY STIFF	15 - 30	2.0 - 4.0
		HARD	OVER 30	OVER 4.0

\* NUMBER OF BLOWS OF 140 LB HAMMER FALLING 30 INCHES TO DRIVE A 2 INCH O.D. (1-3/8 INCH I.D.) SPLIT-BARREL SAMPLER THE LAST 12 INCHES OF AN 18-INCH DRIVE (ASTM-1586 STANDARD PENETRATION TEST).

F-102772

BEACON GEOTECHNICAL, INC.

**UNITED SOIL CLASSIFICATION CHART**



LOG OF BORING

for:

Mission Street APN 021-221-015 and 016

F-102772

Site Location: San Luis Obispo County, CA

Driller/Helper:

Rig Type: Giddings

Auger Diameter: 4"

Date: June 23, 2021

BORING NO. 1

Depth (ft.)	Blow Type	Blows per ft.	Drilling comments	Voids	Moisture	Description	USCS	Beacon Soil ID
0			Loose			Brown Silty Slightly Clayey Sand with Gravel	SM-SC	A1
	SPT	10	↓		-5%			
	SPT	14	Medium Dense		-5%	Light Brown Silty Slightly Clayey Sand with Gravel and Cobbles	SM-SC	A2
5	SPT	16			-4%			
10	SPT	20			-3%			
15								
20			↓			Total Depth @ 20.0'		
25								
30								
35								
40								
45								
50								

GROUNDWATER **Not Encountered**  
TimeDepth

SAMPLE TYPE  
SPT=Standard Penetration Test (uncorrected value, N/corrected value, N)

LOG OF BORING  
for:

Mission Street APN 021-221-015 and 016

F-102772

Site Location: San Luis Obispo County, CA  
Driller/Helper:  
Rig Type: Giddings  
Auger Diameter: 4"  
Date: June 23, 2021

BORING NO. 2

Depth (ft.)	Blow Type	Blows per ft.	Drilling comments	Voids	Moisture	Description	USCS	Beacon Soil ID
0			Loose			Brown Silty Slightly Clayey Sand with Gravel	SM-SC	A1
			↓					
	SPT	16	Medium Dense		-6%	Light Brown Silty Slightly Clayey Sand with Gravel and Cobbles	SM-SC	A2
			↓					
5						Total Depth @ 5.0'		
10								
15								
20								
25								
30								
35								
40								
45								
50								

GROUNDWATER **Not Encountered**  
Time Depth

SAMPLE TYPE  
SPT=Standard Penetration Test (uncorrected value, N/corrected value, N)

***APPENDIX B***

**Laboratory Testing Parameters**

**Laboratory Results**

**Bench & Keyway Detail**

**Transition Lot Detail**

**2019 CBC -- Table 1705.6**

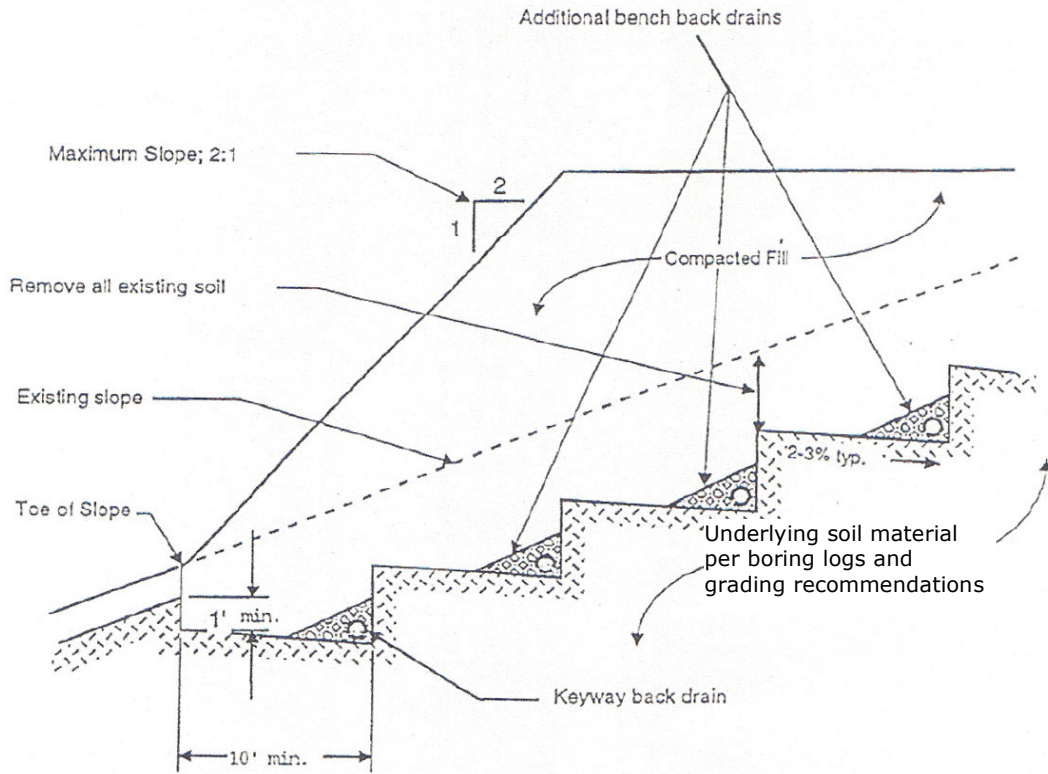
## ***LABORATORY PARAMETERS***

- Samples were reviewed along with field logs to determine which would be analyzed further. Those chosen for laboratory analysis were considered representative of soils that would be exposed and/or used during grading, and those deemed to be within the influence of the proposed structure. Test results are presented in this Appendix.
- ASTM D2487-11 Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
- ASTM D1557-12e1 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort
- ASTM D2216-10 Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
- ASTM D4318-10e1 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- ASTM D4829-11 Standard Test Method for Expansion Index of Soils

***LABORATORY RESULTS***

	Boring Depth	USCS	Max. Density (pcf)	Opt. Moisture (%)	E.I.	P.I.
Material A1	1@0'-3'	SM-SC	116.9	10.7	11	2
Material A2	1@3'-20'	SM-SC	119.8	10.2	8	NP

### BENCH AND KEYWAY DETAIL (Typical) NOT TO SCALE

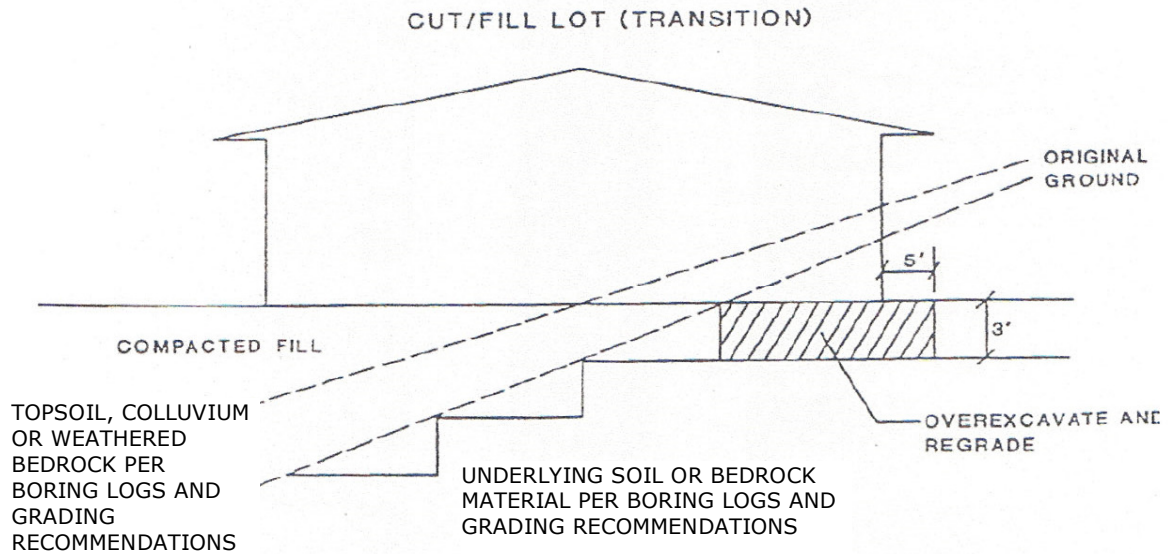
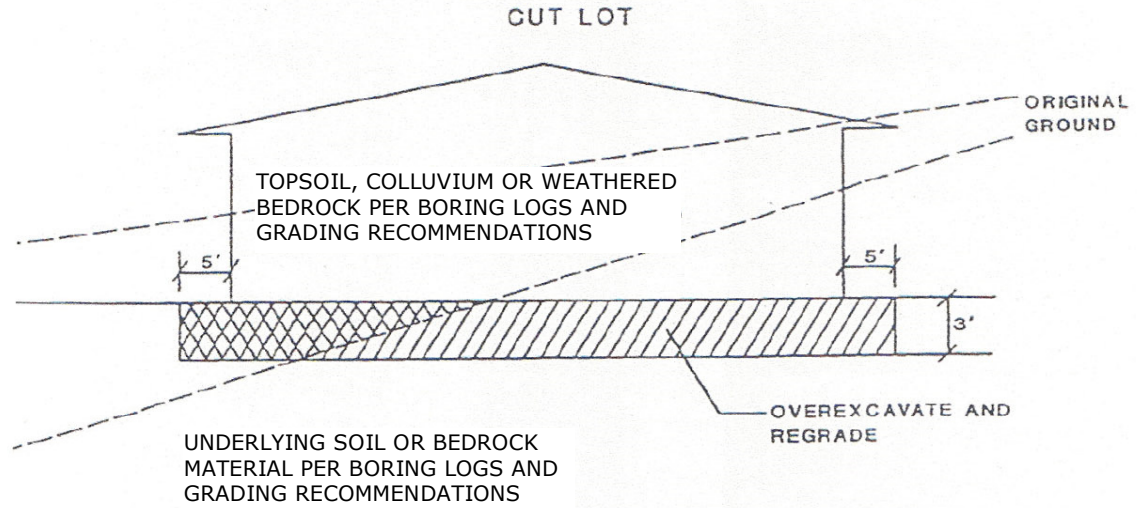


PROJECT #: F-102772

BEACON GEOTECHNICAL, INC.

BENCH AND KEYWAY DETAIL

GENERAL GRADING RECOMMENDATIONS



PROJECT #: F-102772

BEACON GEOTECHNICAL, INC.

TRANSITION LOT DETAIL

**TABLE 1705.6**  
**REQUIRED SPECIAL INSPECTIONS AND TESTS OF SOILS**

TYPE	CONTINUOUS SPECIAL INSPECTION	PERIODIC SPECIAL INSPECTION
1. Verify materials below shallow foundations are adequate to achieve the design bearing capacity.	—	X
2. Verify excavations are extended to proper depth and have reached proper material.	—	X
3. Perform classification and testing of compacted fill materials.	—	X
4. Verify use of proper materials, densities and lift thicknesses during placement and compaction of compacted fill.	X	—
5. Prior to placement of compacted fill, inspect subgrade and verify that site has been prepared properly.	—	X





COUNTY OF SAN LUIS OBISPO  
 DEPARTMENT OF PLANNING & BUILDING  
 Pre-Application Meeting Cover Sheet

<b>Applicant:</b>	Scott Young		
<b>Contact Info:</b>	fireprevention@sanmiguelcsd.org		
<b>Staff:</b>	Cindy Chambers Matt Ringel Don Moore Mike Stoker Sylvia Aldana		
<b>Other Agencies:</b>	<input type="checkbox"/> <b>Ag:</b> <input checked="" type="checkbox"/> <b>Env Hlth:</b> Leslie Terry <input checked="" type="checkbox"/> <b>PW:</b> Rene Brill <input type="checkbox"/> <b>Cal Fire:</b> <input checked="" type="checkbox"/> <b>Sheriff:</b> Michael Manuele <input type="checkbox"/> <b>Other:</b>		
<b>Fee Amount:</b>	\$725.00	<b>Meeting Type:</b>	<b>Date / Time:</b> 05/05/2021 at 9:00 a.m.
<b>Date Fee Paid:</b>		Teams Meeting *see link above	<b>APN(s):</b> 021-221-013 021-221-014 021-221-015 021-221-016 021-221-018

Microsoft Teams meeting for  
**PRE2021-00056**

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

+1 831-296-4487,,211685335# United States, Salinas

Phone Conference ID: 211 685 335#

**Applicant's Project Description / Type / Location:**

Discuss the option of installing a temporary modular housing unit of Fire Department staff and provide a Sheriff's "Beat Station" south of the current Fire Department Building, until future station expansions can be completed.

I have site plans with building elevations available for review.

# Interactive Data Viewer



### Legend

- SLO County Boundary
- SLO County Parcels
- Roads**
  - CalTrans
  - Maintained by SLO CO
  - Private Maintenance
  - Federal or State Maintenance
- Community Advisory Groups**
  - Community Advisory Group Boundary
  - Cayucos Citizens Advisory Council Subarea
  - Creston Advisory Body Sub Areas
- Supervisor Districts
- SLO County Boundary

-428.41      0      214.21      428.41 Feet      1: 2,570



The County of San Luis Obispo does not assume liability for any damages caused by errors or omissions in the data and makes no warranty of any kind, express or implied, that these data are accurate and reliable.

Map for Reference Purposes Only



# Interactive Data Viewer



- Legend**
- SLO County Boundary
  - SLO County Parcels
  - Roads**
    - CalTrans
    - Maintained by SLO CO
    - Private Maintenance
    - Federal or State Maintenance
  - Community Advisory Groups**
    - Community Advisory Group Boundary
    - Cayucos Citizens Advisory Council Subarea
    - Creston Advisory Body Sub Areas
  - Supervisor Districts
  - SLO County Boundary

-1,713.64      0      856.82      1,713.64 Feet      1: 10,282



The County of San Luis Obispo does not assume liability for any damages caused by errors or omissions in the data and makes no warranty of any kind, express or implied, that these data are accurate and reliable.

Map for Reference Purposes Only





OVERVIEW

PARCEL STATUS Active

TAX CODE

PRIMARY OWNER KELLER LENNY S TRE ETAL
9681 NACIMIENTO LAKE DR PASO ROBLES, CA 93446-9760

SECONDARY OWNERS 1997-03-17 2007-R-041336 KELLER LENNY S
1997-03-17 2007-R-041336 KELLER MARGARET A
2007-06-19 2007-R-041336 KELLER LENNY S & MARGARET A TRUST

PARCEL ADDRESS(ES) ,

COMMUNITY San Miguel

ADVISORY COUNCIL San Miguel Advisory Council

LEGAL DESCRIPTION TN SAN MIGUEL PTN DEPOT GRDS

PLANNING AREA(S) North County Planning Area, Salinas River Sub Area

LAND USE Commercial Retail

PLANNING AREA STANDARDS 22.104.060, 22.94, 22.94.080

PARCEL FLAGS CBD - Central Business District, CR - Commercial Retail, CWCP - Countywide Water Conservation Program, KF4 - Kit Fox Mitigation Area, MS4 - MS4 Stormwater Area, PRGR - PRGWB Restrictions, STM - Stormwater Management Area

PARCEL HISTORY

Table with 4 columns: Submitted, Case Number, Case Type, Status. Contains two rows of history data with detailed descriptions for the first entry.



OVERVIEW

PARCEL STATUS Active

TAX CODE

PRIMARY OWNER KELLER LARRY & DEBRA
15238 TURQUOISE CIR CHINO HILLS, CA 91709-2140

SECONDARY OWNERS 2007-06-22 2007-R-042299 KELLER DEBRA
2007-06-22 2007-R-042299 KELLER LARRY

PARCEL ADDRESS(ES) ,

COMMUNITY San Miguel

ADVISORY COUNCIL San Miguel Advisory Council

LEGAL DESCRIPTION TN SAN MIGUEL PTN DEPOT GRDS

PLANNING AREA(S) North County Planning Area, Salinas River Sub Area

LAND USE Commercial Retail

PLANNING AREA STANDARDS 22.104.060, 22.94, 22.94.080

PARCEL FLAGS CBD - Central Business District, CR - Commercial Retail, CWCP - Countywide Water Conservation Program, KF4 - Kit Fox Mitigation Area, MS4 - MS4 Stormwater Area, PRGR - PRGWB Restrictions, STM - Stormwater Management Area

PARCEL HISTORY

Table with 4 columns: Submitted, Case Number, Case Type, Status. Includes details for Pre-Application (04/07/2021) and Subdivision (07/13/2004).



## OVERVIEW

**PARCEL STATUS** Active

**TAX CODE**

**PRIMARY OWNER** KELLER FRANCES M TRE  
9681 NACIMIENTO LAKE DR PASO ROBLES, CA 93446-9760

**SECONDARY OWNERS** 1997-09-08 2007-R-042297 KELLER FRANCES M  
2007-06-22 2007-R-042297 KELLER FAMILY Q-TIP TRUST

**PARCEL ADDRESS(ES)** ,

**COMMUNITY** San Miguel

**ADVISORY COUNCIL** San Miguel Advisory Council

**LEGAL DESCRIPTION** TN SAN MIGUEL PTN DEPOT GRDS

**PLANNING AREA(S)** North County Planning Area, Salinas River Sub Area

**LAND USE** Commercial Retail

**PLANNING AREA STANDARDS** 22.104.060, 22.94, 22.94.080

**PARCEL FLAGS** CBD - Central Business District, CR - Commercial Retail, CWCP - Countywide Water Conservation Program, KF4 - Kit Fox Mitigation Area, MS4 - MS4 Stormwater Area, PRGR - PRGWB Restrictions, STM - Stormwater Management Area

## PARCEL HISTORY

Submitted	Case Number	Case Type	Status
04/07/2021	PRE2021-00056	Pre-Application	Submitted
<i>Discuss the option of installing a temporary modular housing unit of Fire Department staff and provide a Sheriff's "Beat Station" south of the current Fire Department Building, until future station expansions can be completed. I have site plans with building elevations available for review.</i>			
07/13/2004	SUB2004-00016	Subdivision	Recorded
<i>PROP 4 CERT OF CCMP</i>			



## OVERVIEW

**PARCEL STATUS** Active

**TAX CODE**

**PRIMARY OWNER** KELLER FRANCES M TRE  
9681 NACIMIENTO LAKE PASO ROBLES, CA 93446-9760

**SECONDARY OWNERS** 1997-09-08 2007-R-042296 KELLER FRANCES M  
2007-06-22 2007-R-042296 KELLER FAMILY Q-TIP TRUST

**PARCEL ADDRESS(ES)** ,

**COMMUNITY** San Miguel

**ADVISORY COUNCIL** San Miguel Advisory Council

**LEGAL DESCRIPTION** TN SAN MIGUEL PTN DEPOT GRDS

**PLANNING AREA(S)** North County Planning Area, Salinas River Sub Area

**LAND USE** Commercial Retail

**PLANNING AREA STANDARDS** 22.104.060, 22.94, 22.94.080

**PARCEL FLAGS** CBD - Central Business District, CR - Commercial Retail, CWCP - Countywide Water Conservation Program, KF4 - Kit Fox Mitigation Area, MS4 - MS4 Stormwater Area, PRGR - PRGWB Restrictions, STM - Stormwater Management Area

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07/13/2004	SUB2004-00016	Subdivision	Recorded
<i>PROP 4 CERT OF CCMP</i>			



## OVERVIEW

**PARCEL STATUS** Active

**TAX CODE**

**PRIMARY OWNER** KELLER LENNY S TRE ETAL  
9681 NACIMIENTO LAKE DR PASO ROBLES, CA 93446-9760

**SECONDARY OWNERS** 1997-03-17 2007-R-041336 KELLER LENNY S  
1997-03-17 2007-R-041336 KELLER MARGARET A  
2007-06-19 2007-R-041336 KELLER LENNY S & MARGARET A TRUST

**PARCEL ADDRESS(ES)** ,

**COMMUNITY** San Miguel

**ADVISORY COUNCIL** San Miguel Advisory Council

**LEGAL DESCRIPTION** PM 63/67-71 PAR 1

**PLANNING AREA(S)** North County Planning Area, Salinas River Sub Area

**LAND USE** Commercial Retail

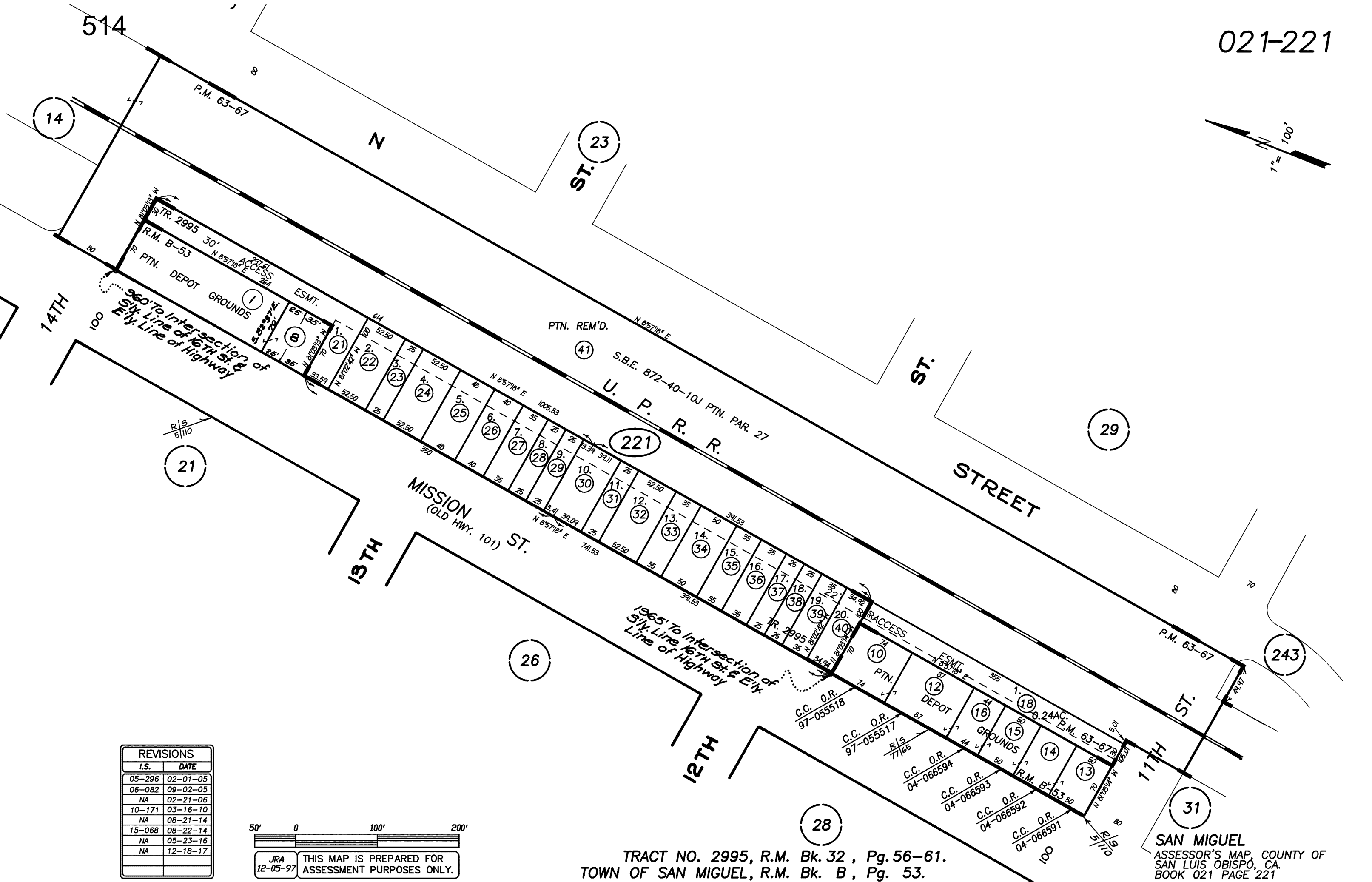
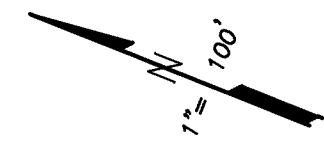
**PLANNING AREA STANDARDS** 22.104.060, 22.94, 22.94.080

**PARCEL FLAGS** CR - Commercial Retail, CWCP - Countywide Water Conservation Program, KF4 - Kit Fox Mitigation Area, MS4 - MS4 Stormwater Area, PRGR - PRGWB Restrictions, STM - Stormwater Management Area



**PARCEL HISTORY**

<b>Submitted</b>	<b>Case Number</b>	<b>Case Type</b>	<b>Status</b>
04/07/2021	PRE2021-00056	Pre-Application	Submitted
<i>Discuss the option of installing a temporary modular housing unit of Fire Department staff and provide a Sheriff's "Beat Station" south of the current Fire Department Building, until future station expansions can be completed. I have site plans with building elevations available for review.</i>			
06/18/2004	SUB2003-00317	Subdivision	Recorded
<i>SUBDIVIDE 3 EXISTING LOTS OF 7,000 SQUARE FEET, 12,460 SQUARE FEET, AND 17.3 ACRES INTO 8 PARCELS RANGING IN SIZE FROM 6,000 SQUARE FEET TO 42,920 SQUARE FEET WITH A REMAINDER PARCEL OF 14.30 ACRES</i>			
01/29/2003	S020247P	Subdivision	Recorded
<i>PROP 2 LOT PARCEL MAP (MAP RECORDED 7/23/04 BK 61 PG 074-077 OF PM)</i>			



514

14

23

21

29

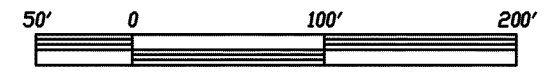
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243

28

31

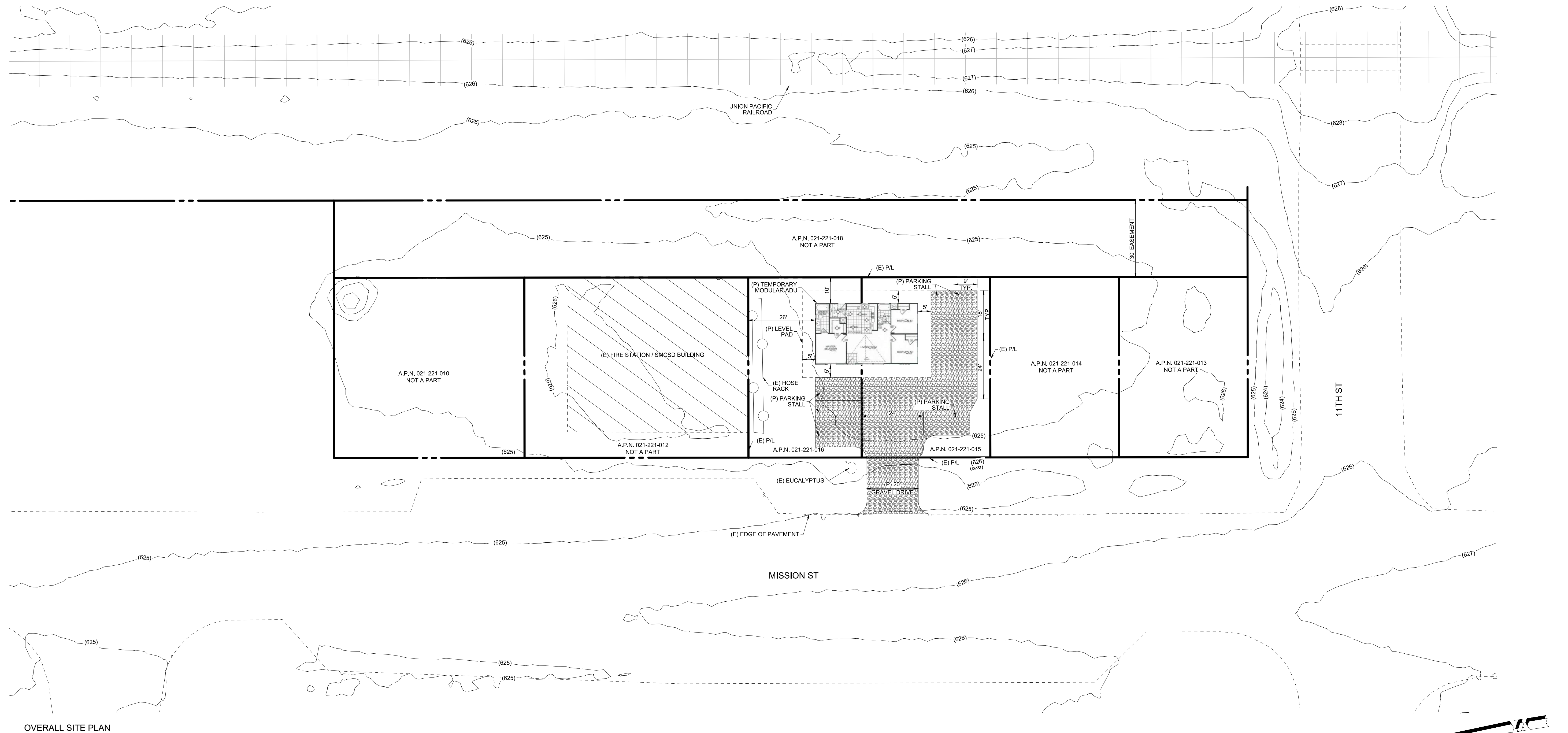
REVISIONS	
I.S.	DATE
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06-082	09-02-05
NA	02-21-06
10-171	03-16-10
NA	08-21-14
15-068	08-22-14
NA	05-23-16
NA	12-18-17



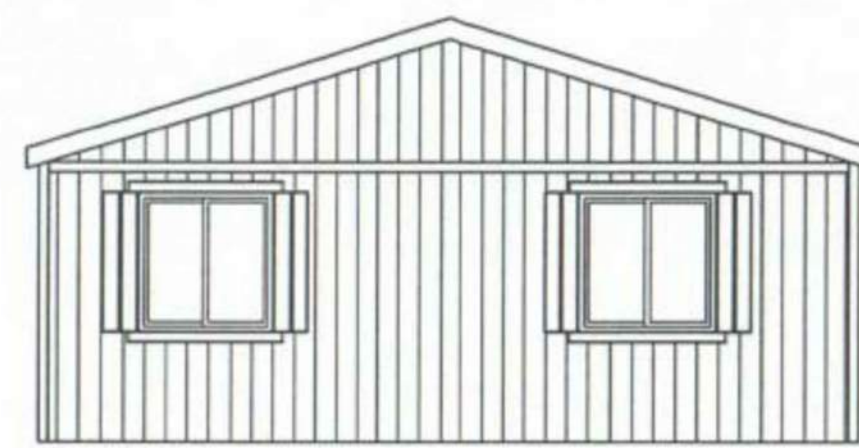
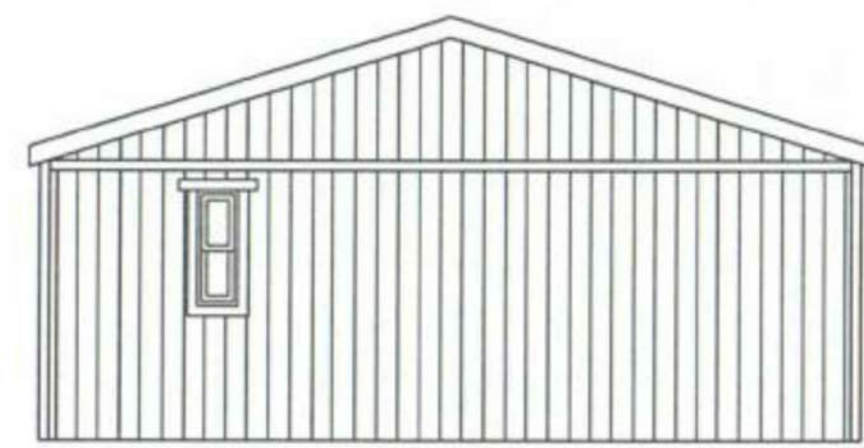
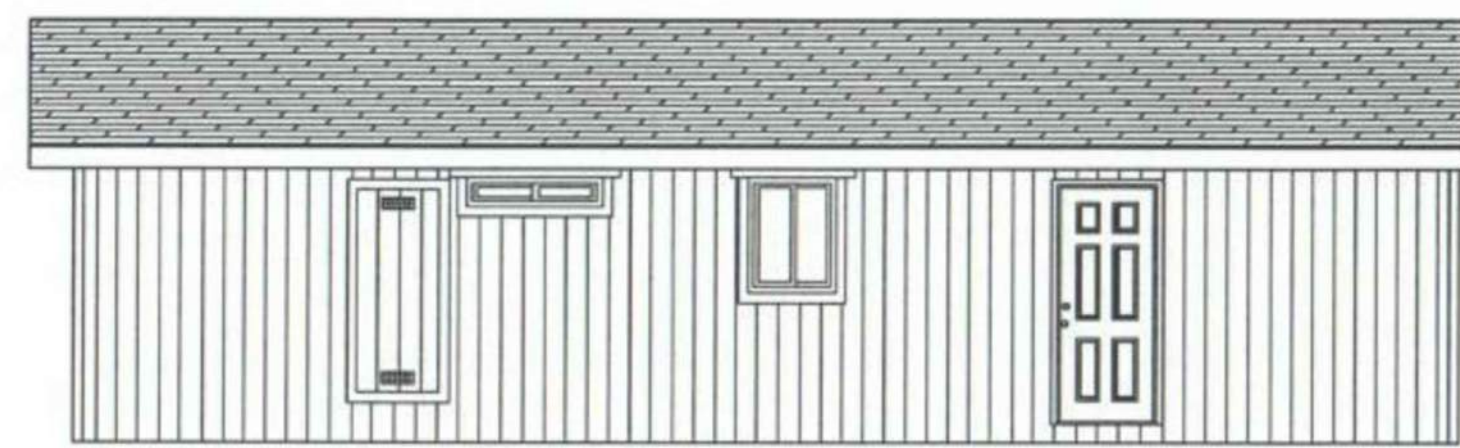
JRA 12-05-97 THIS MAP IS PREPARED FOR ASSESSMENT PURPOSES ONLY.

TRACT NO. 2995, R.M. Bk. 32 , Pg. 56-61.  
TOWN OF SAN MIGUEL, R.M. Bk. B , Pg. 53.

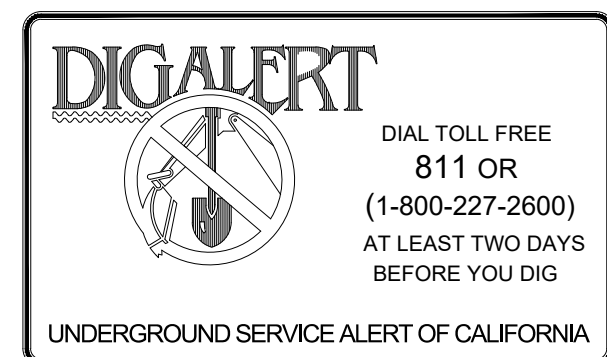
SAN MIGUEL  
ASSESSOR'S MAP, COUNTY OF  
SAN LUIS OBISPO, CA.  
BOOK 021 PAGE 221



OVERALL SITE PLAN  
SCALE: 1" = 20'



ELEVATIONS  
NOT TO SCALE



**MONSOON**  
SAN LUIS OBISPO COUNTY  
P.O. BOX 151  
805-476-6188 PH  
breely@monsoonconsultants.com

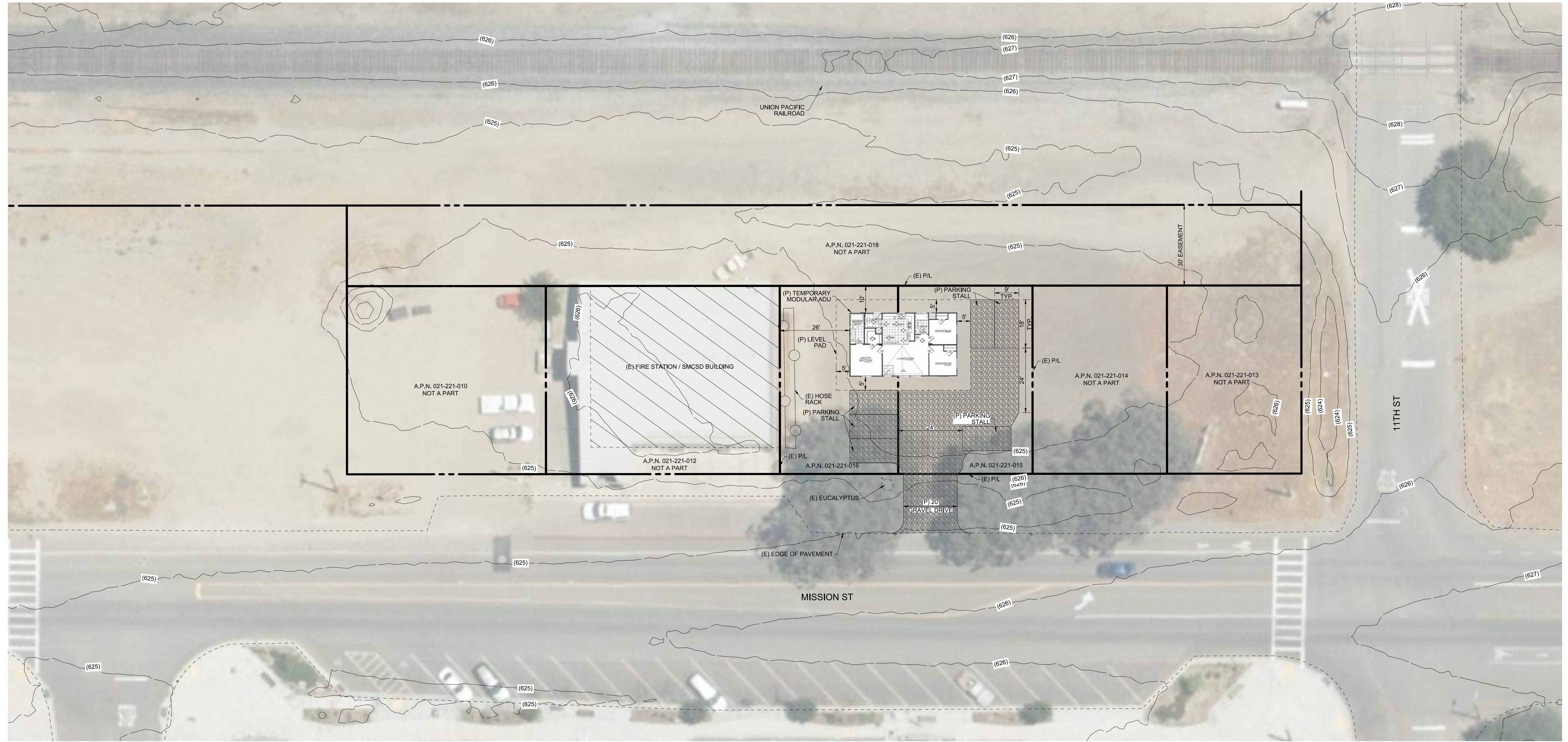
REVISIONS	Number	Date	Description

Project Number: 2021.01.002  
Project Location: SAN LUIS OBISPO COUNTY  
A.P.N. 021-221-016 & 021-221-015

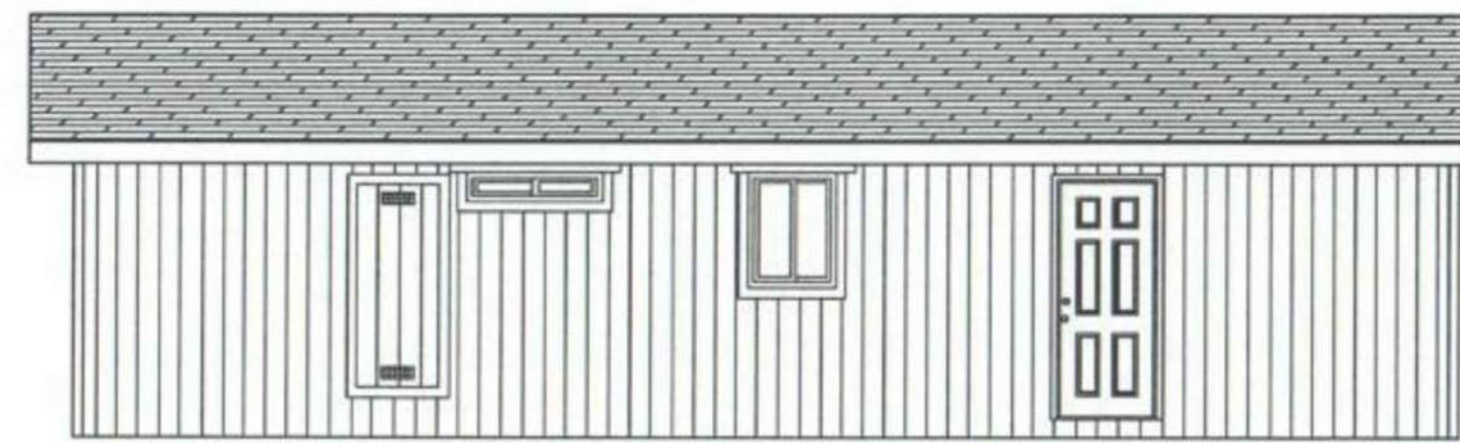
Project Name: SMCSD FIRE STATION SITE PLAN  
Overall Site Plan  
Owner/Applicant: SAN MIGUEL COMMUNITY SERVICES DISTRICT  
1150 MISSION ST.  
SAN MIGUEL, CA 93451

NOT FOR CONSTRUCTION

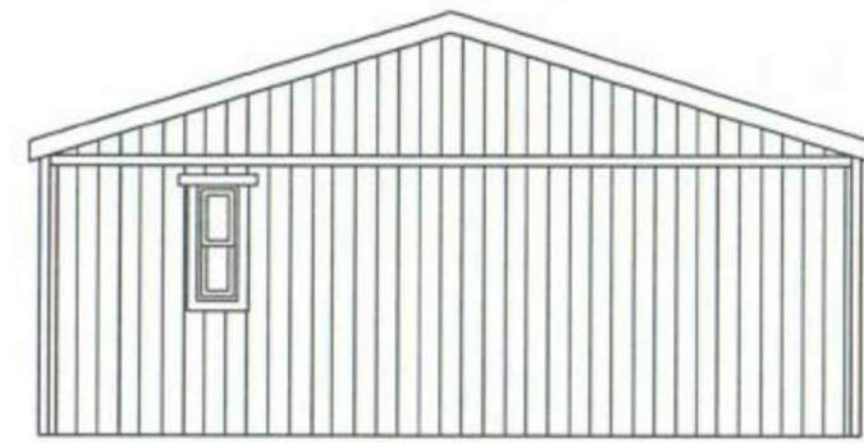
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Drawn by: ARR  
Checked by: BTR  
Sheet:



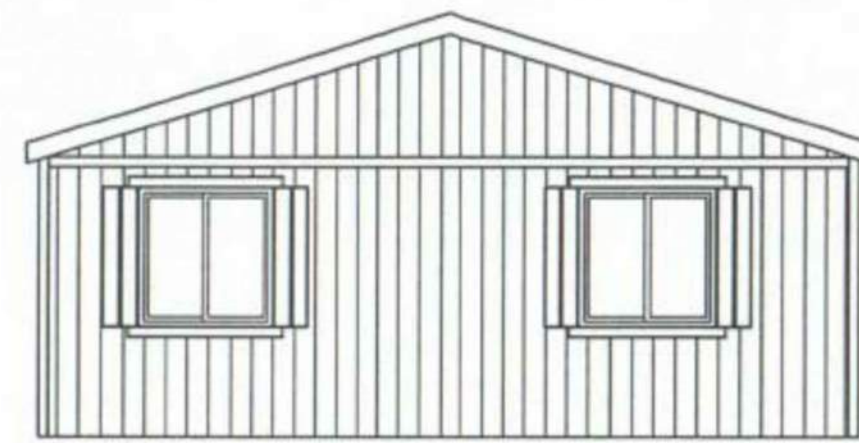
OVERALL SITE PLAN  
SCALE: 1" = 20'



RIGHT



REAR

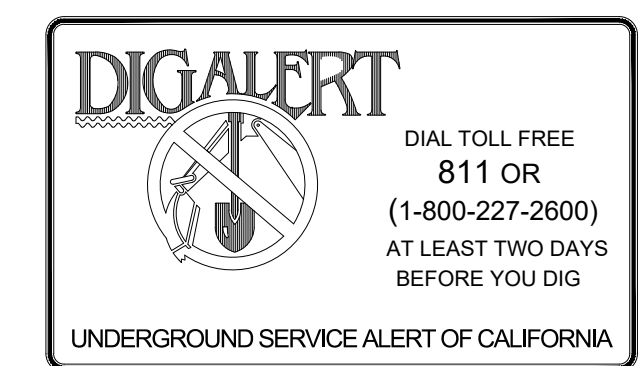
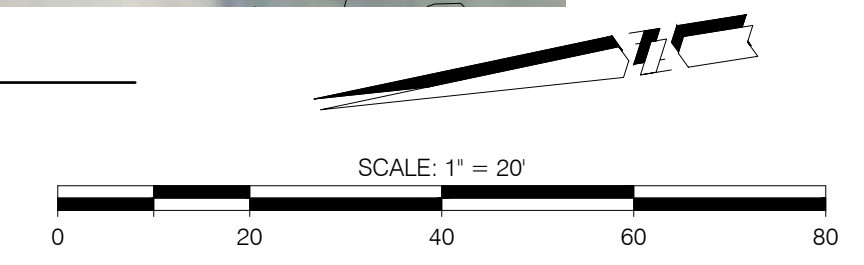


FRONT



LEFT

ELEVATIONS  
NOT TO SCALE



**MONSOON**  
SAN LUIS OBISPO, CA 93406  
P.O. BOX 151  
805-476-6188 PH  
breely@monsoonconsultants.com

REVISIONS	Number	Date	Description

Project Number: 2021.01.002  
Project Location: SAN LUIS OBISPO COUNTY  
A.P.N. 021-221-016 & 021-221-015

Project Name: SMCSD FIRE STATION SITE PLAN  
Overall Site Plan  
Owner: Applicant: SAN MIGUEL COMMUNITY SERVICES DISTRICT  
1150 MISSION ST.  
SAN MIGUEL, CA 93451

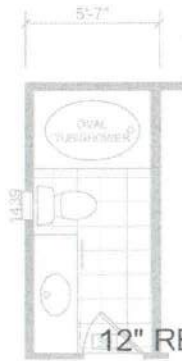
NOT FOR CONSTRUCTION

Date: 1-19-21  
Scale: PER PLAN  
Drawn by: ARR  
Checked by: BTR  
Sheet:

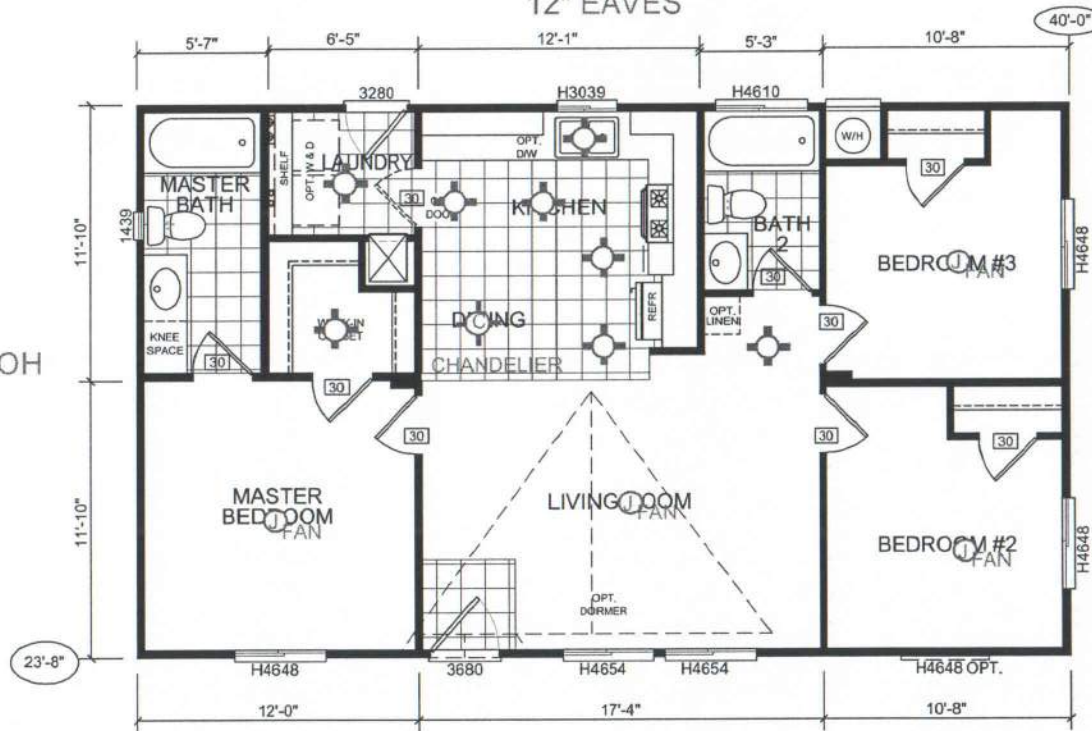


OPTIONAL KITCHEN

12" EAVES



12" REAR OH  
OPTIONAL MASTER BATH



12" FRONT OH

BD-03-4024 947 SQ. FT. (40'-0"x23'-8")

12" EAVES

\*WINDOW SIZES SUBJECT TO CHANGE-8/3/15



299 N. Smith Ave., Corona CA 92880

PROPRIETARY AND CONFIDENTIAL  
THESE DRAWINGS AND SPECIFICATIONS ARE ORIGINAL,  
PROPRIETARY AND CONFIDENTIAL MATERIALS OF  
CHAMPION HOME BUILDERS INC.  
COPYRIGHT © 1978-2015 BY CHAMPION

APPROVER'S SEAL

MODIFICATIONS

- 2-SEE REV LOG
- 3-SEE REV LOG
- 4-SEE REV LOG
- 5-SEE REV LOG
- 6-SEE REV LOG
- 7-SEE REV LOG

- BMS 2-28-11
- BMS 9-02-11
- BMS 3-29-12
- BMS 6-24-14
- DJM 9-22-14
- AMG 06-17-15

MODEL:

**BD-03-4024**

40/24-3BR

TITLE:

**LITERATURE PLAN**

DATE: 2-24-11

SCALE: 1/8" = 1'-0"

FILENAME:

BD-03-4024-LT101

DRAWN BY: BMS

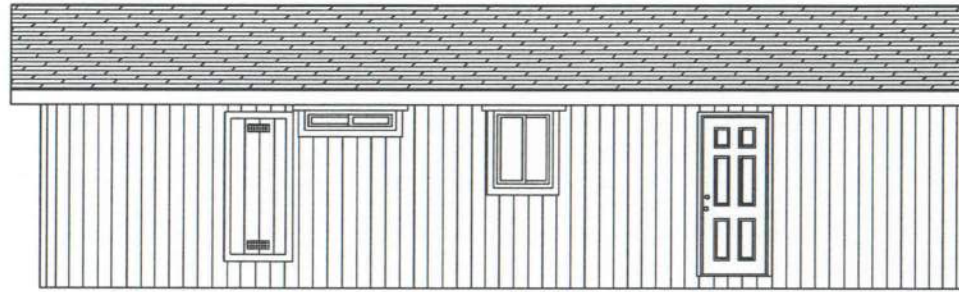
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SHEET NO.:

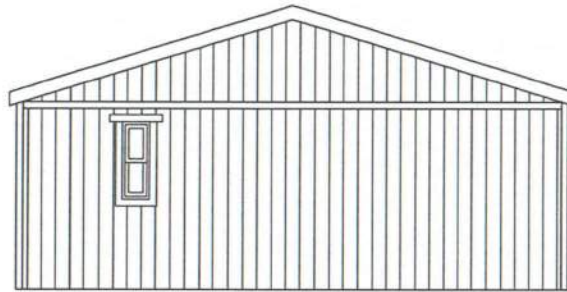
**LT-101**

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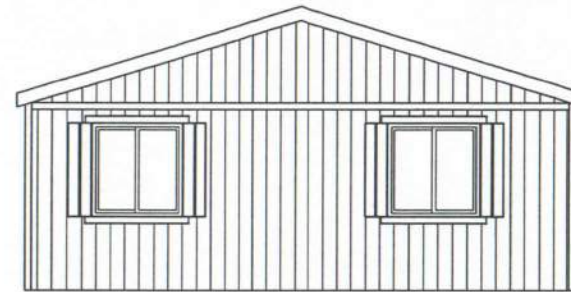
**1 OF 1**



RIGHT



REAR



FRONT



LEFT



299 N. Smith Ave., Corona CA 92880

PROPRIETARY AND CONFIDENTIAL  
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 PROPRIETARY AND CONFIDENTIAL MATERIALS OF  
 CHAMPION HOME BUILDERS INC.  
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APPROVER'S SEAL

MODIFICATIONS

4-SEE REV LOG  
 5-SEE REV LOG  
 6-SEE REV LOG

BMS 3-29-12  
 BMS 6-24-14  
 DJM 9-22-14

MODEL:

**BD-03-4024**  
 40/24-3BR

TITLE:

**ELEVATIONS**

SHEET NO.:

**AE-101**

DATE: 2-24-11

SCALE: 1/8" = 1'-0"

FILENAME:

PAGE:

DRAWN BY: BMS

CHECKED BY:

BD-03-4024-LT101

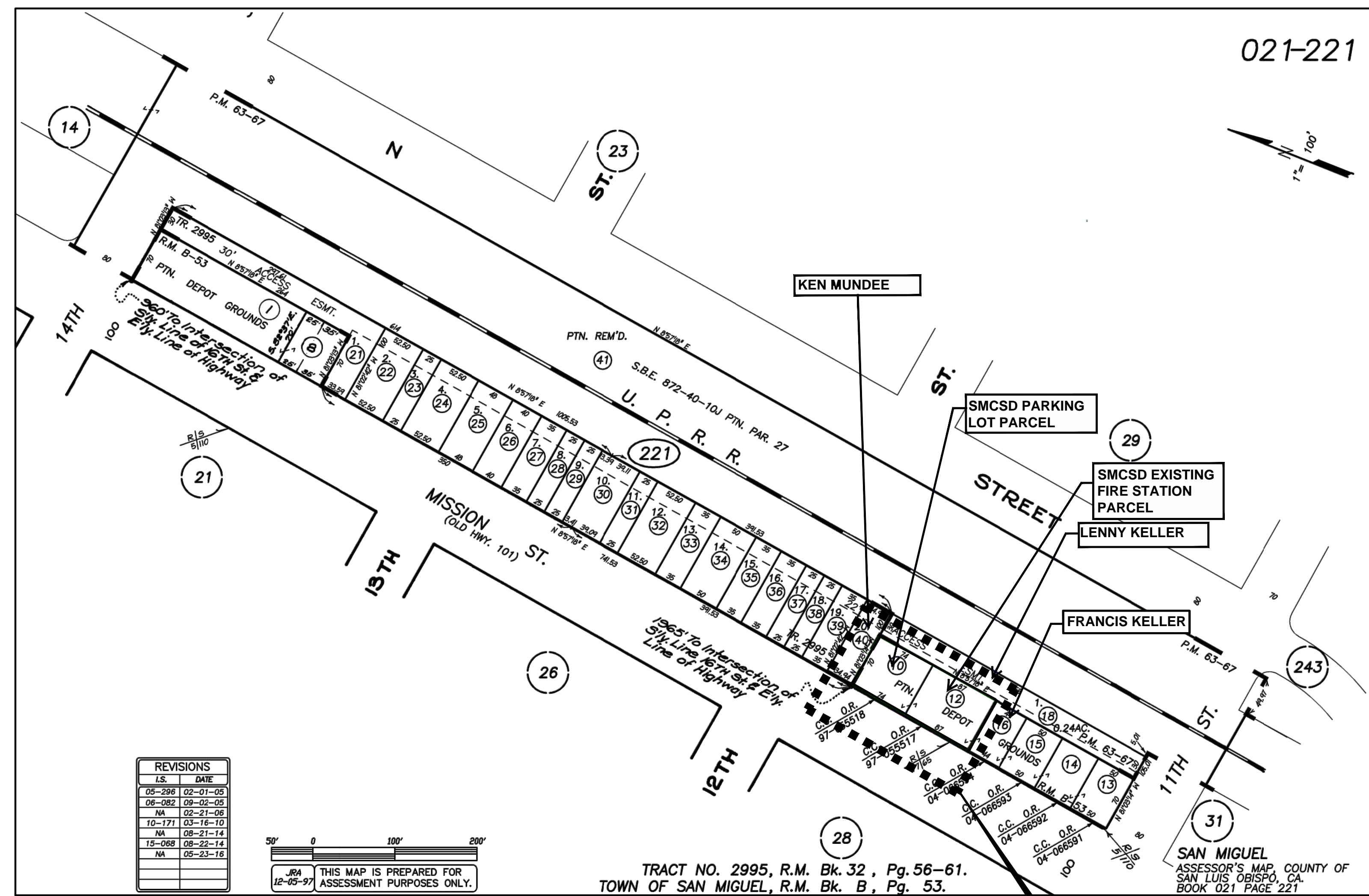
1 OF 1

# SAN MIGUEL COMMUNITY SERVICES DISTRICT DISTRICT OFFICE EXPANSION SURVEY

SAN LUIS OBISPO COUNTY, CALIFORNIA



PROJECT LOCATION MAP  
(NTS)



021-221

REVISED	DATE	BY	DESCRIPTION
	08-24-10	SM	ISSUE FOR PERMITS
	08-24-10	SM	ISSUE FOR PERMITS
	08-24-10	SM	ISSUE FOR PERMITS
	08-24-10	SM	ISSUE FOR PERMITS
	08-24-10	SM	ISSUE FOR PERMITS
	08-24-10	SM	ISSUE FOR PERMITS
	08-24-10	SM	ISSUE FOR PERMITS
	08-24-10	SM	ISSUE FOR PERMITS
	08-24-10	SM	ISSUE FOR PERMITS
	08-24-10	SM	ISSUE FOR PERMITS

TRACT NO. 2995, R.M. Bk. 32, Pg. 56-61.  
TOWN OF SAN MIGUEL, R.M. Bk. B, Pg. 53.

SITE (SHEET 2.0)

### ABBREVIATIONS

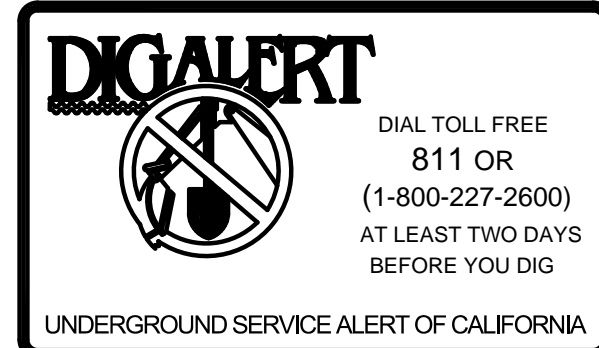
- (E) EXISTING
- (N) NEW
- HC HANDICAP

### SHEET INDEX

- 1.0 TITLE SHEET
- 2.0 SITE SURVEY PLAN VIEW

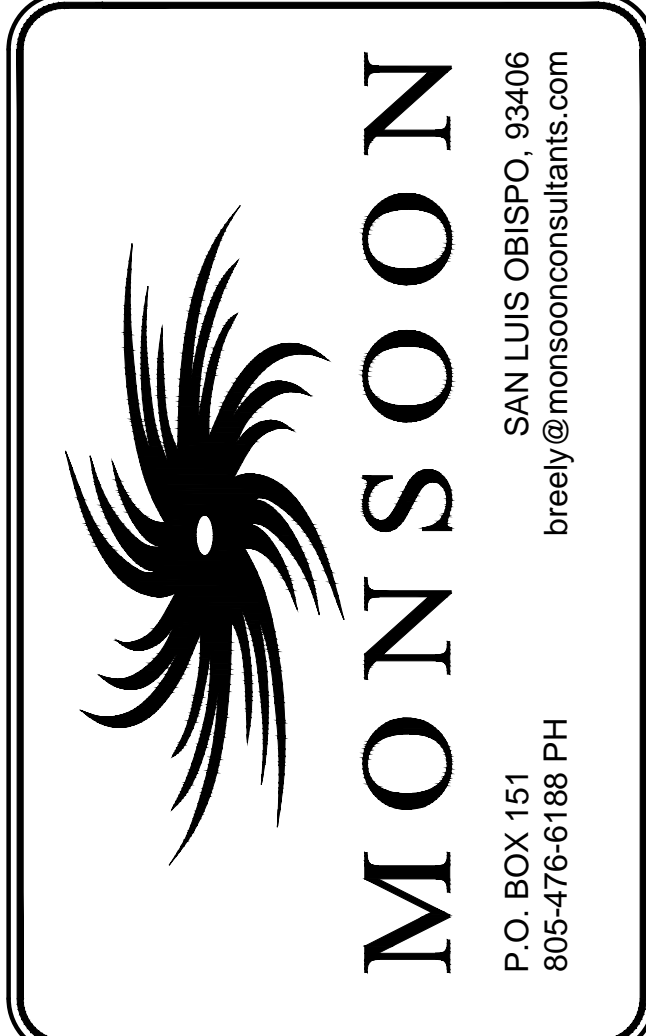
### LEGEND

---	(E) ELECTRICAL	---	(N) WATER	[Hatched]	(E) BUILDING FOOTPRINT	[Stippled]	(N) CLASS II BASE
---	(E) WATER	---	(N) GAS	[Dotted]	(E) CONCRETE	[Stippled]	(N) CONCRETE
---	(E) TELEVISION	---	(N) STORM DRAIN	[Diagonal]	(E) AC PAVEMENT	[Stippled]	(N) AC PAVEMENT
---	(E) GAS	---	(N) SANITARY SEWER	[Diagonal]	(E) LANDSCAPE	[Stippled]	(N) LANDSCAPE
---	(E) STORM DRAIN	---	(N) SAWCUT LINE	[Diagonal]	(E) EARTH MATERIAL	[Stippled]	(N) GRAVEL DRIVE
---	(E) SANITARY SEWER	---	---	[Diagonal]	(E) GRAVEL DRIVE	[Stippled]	(N) RIP RAP (D <sub>50</sub> =4'-6")
●(62.30)	(E) SPOT GRADE	---	---	[Diagonal]	(N) COMPACTED FILL	[Stippled]	(N) PERMEABLE PAVEMENT
---	(E) CONTOUR MAJOR	---	(N) SPOT GRADE	[Diagonal]			
---	(E) CONTOUR MINOR	---	(N) FLOW LINE	[Diagonal]			
---	(E) FLOW LINE	---	(N) CONTOUR MAJOR	[Diagonal]			
		---	(N) CONTOUR MINOR	[Diagonal]			



THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED EITHER FROM RECORD DOCUMENTS OR FIELD LOCATIONS BY THE OPERATOR. THE ENGINEER AND SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED, AND FURTHER DO NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY DO CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

BENCHMARK DATUM:  
VERTICAL DATUM IS NAVD83 TIED TO NGS MONUMENT B47  
HORIZONTAL DATUM IS OREGON/NORTH NAD83 STATE PLANE



Project Number:  
2018.01.009

Client:  
SAN MIGUEL COMMUNITY SERVICES DISTRICT  
1150 MISSION ST  
SAN MIGUEL, CA 93451

Sheet Title:  
TITLE SHEET

Date:	10-9-18
Scale:	PER PLAN
Drawn by:	APM
Checked by:	BTR
Sheet:	1.0





521



**San Miguel Community Services District  
Board of Directors  
Staff Report**

March 25, 2021

AGENDA ITEM: XI- 7

**SUBJECT: Fire Department Temporary Housing Unit Continuation.**

---

**RECOMMENDATION: Continue with the process required to provide a Temporary Fire Department Staffing Housing Unit including space for a Sheriff's Beat Station.**

---

**Background:**

The San Miguel Fire Department currently shares space with the CSD Staff and is beyond workspace capacity. Additionally, the Fire Department currently lacks the ability to provide accommodations for Department Members to provide 24-hour District coverage when required. The project shall include a "Sheriff's Beat Station" within the temporary housing unit.

**Followup:**

Assistant Chief Scott Young received a draft lease agreement from the property owner/representative Scott Keller on December 9, 2020. The lease was reviewed, modified, and returned to Mr. Keller on January 12, 2021, for review and approval on the modifications. Mr. Keller returned the agreement on February 9, 2021. The final agreement was sent to Legal and the General Manager on February 9, 2021, for review. No additional modifications were required and all modifications were approved by Legal and the District Manager.

**STAFF RECOMMENDATION.**

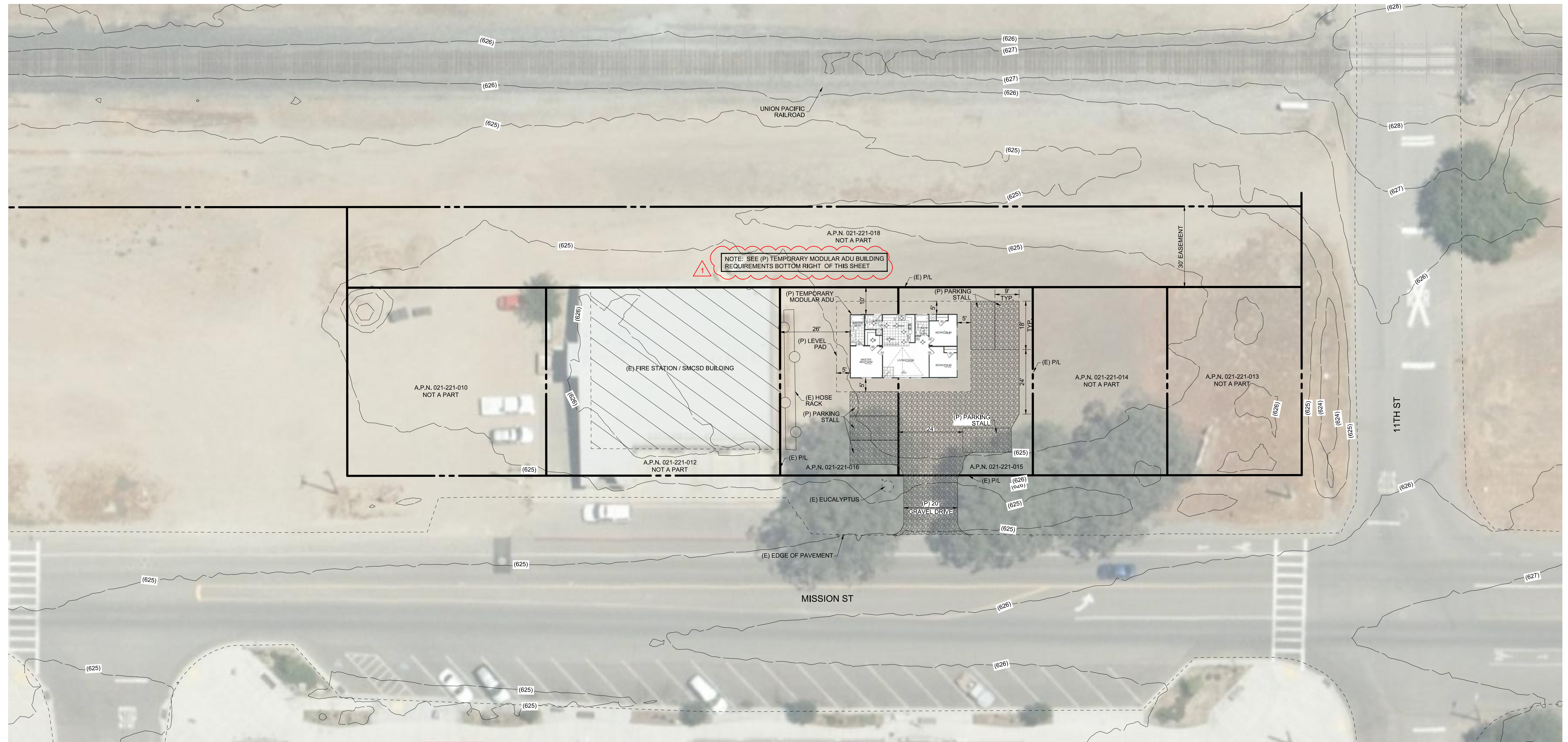
Enter into the lease agreement.  
Proceed with an RFP / bid process for the procurement and installation of a double-wide mobile home, including the required permit documents.

**FISCAL IMPACT:**

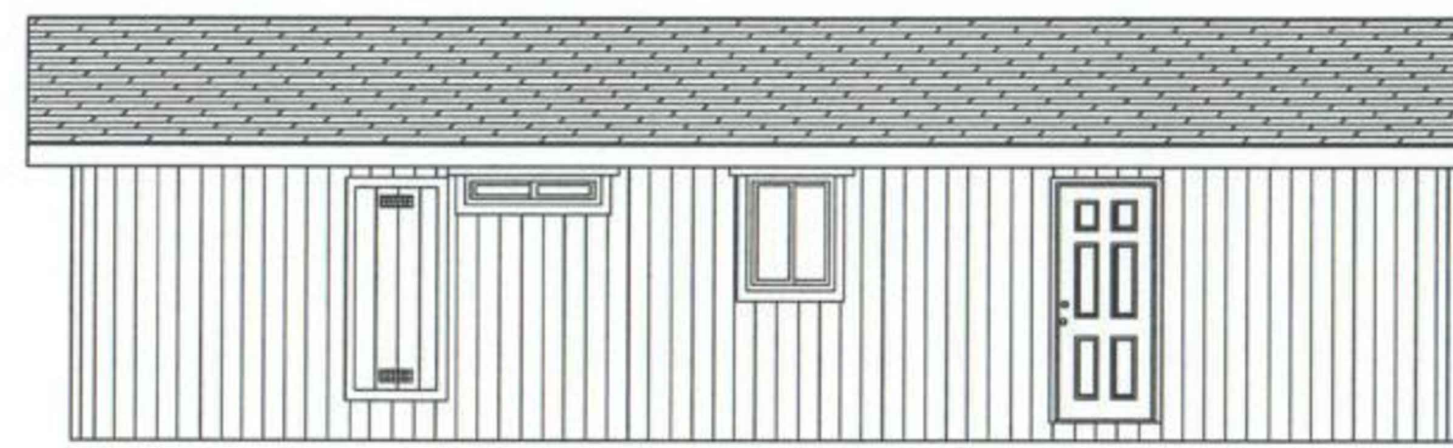
The current financial impact is limited to Staff time relating to project documentation required to prepare, circulate, and receive information related to the leasing terms, County permitting process, the bidding process, and design documentation prepared by Monsoon Consulting.

**PREPARED BY: Scott Young**

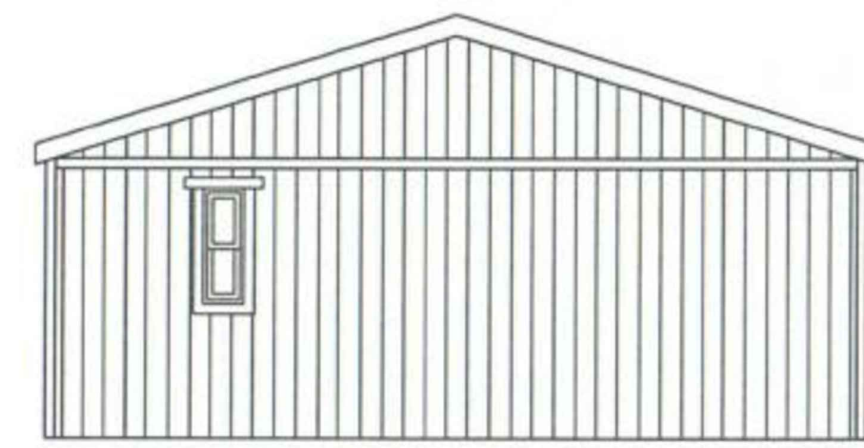
**APPROVED BY: Rob Roberson**



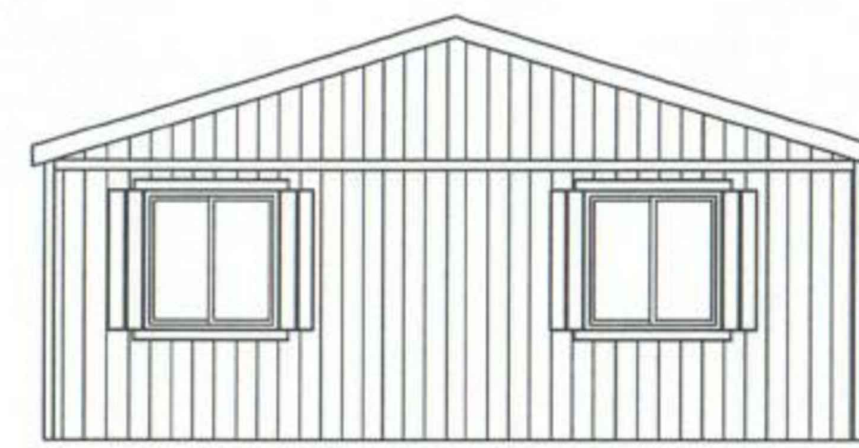
OVERALL SITE PLAN  
SCALE: 1" = 20'



RIGHT



REAR

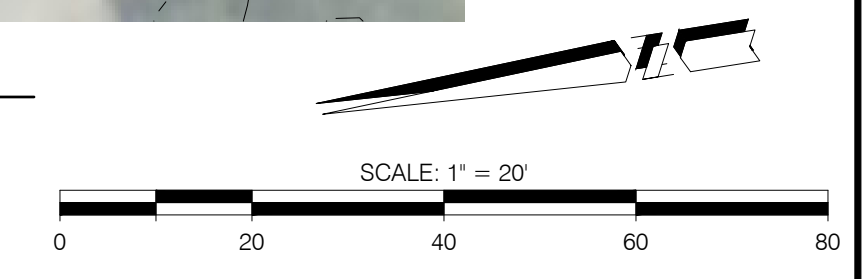


FRONT

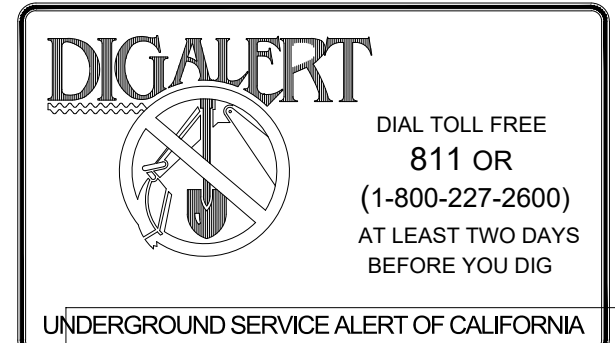


LEFT

ELEVATIONS  
NOT TO SCALE



- SAN MIGUEL FIRE DEPARTMENT PROPOSED TEMPORARY HOUSING UNIT, SHALL INCLUDE THE FOLLOWING ITEMS:**
1. FIRE SPRINKLERS
  2. WUI COMPLIANT EXTERIOR FEATUERS AS PER 2019 CALIFORNIA FIRE CODE SECTION 49 & 2019 CALIFORNIA BUILDING CODE SECTION 7A
  3. 2" X 6" EXTERIOR WALL FRAMING
  4. UPGRADED EXTERIOR WALL INSULATION
  5. LINOLEUM FLOORING THROUGH OUT
  6. AIR CONDITIONING
  7. 12" EAVES
  8. APPLIANCES TO INCLUDE, WATER HEATER, REFRIGERATOR, RANGE, AND MICROWAVE
  9. PROVIDE 1 CEILING FAN BOX IN ALL BEDROOMS, AND LIVING ROOM
  10. PROVIDE 4 RECESSED LIGHTS IN THE KITCHEN / DINING AREAS
  11. ALL INTERIOR WALLS TO BE STANDARD DRYWALL FINISH
  12. 2- EXTERIOR STAIR ASSEMBLIES
  13. SETUP, DELIVERY, SITE PREPARATION, TIE DOWN FOUNDATION SYSTEM, PERMITS AND ALL APPLICABLE FEES



BID DOCUMENT  
09-22-21

**MONSOON**  
SAN LUIS OBISPO, CA 93406  
P.O. BOX 151  
805-476-6168 PH.  
bree@monsoonconsultants.com

REVISIONS	Number	Date	Description
1	09/22/21		BID DOCUMENTS - (P) MODULAR ADU BUILDING REQUIREMENTS

Project Number: 2021.01.002  
Project Location: SAN LUIS OBISPO COUNTY  
A.P.N. 021-221-016 & 021-221-015

Project Name: SMCSD FIRE STATION SITE PLAN  
Overall Title: OVERALL SITE PLAN  
Owner / Applicant: SAN MIGUEL COMMUNITY SERVICES DISTRICT  
1150 MISSION ST.  
SAN MIGUEL, CA 93451

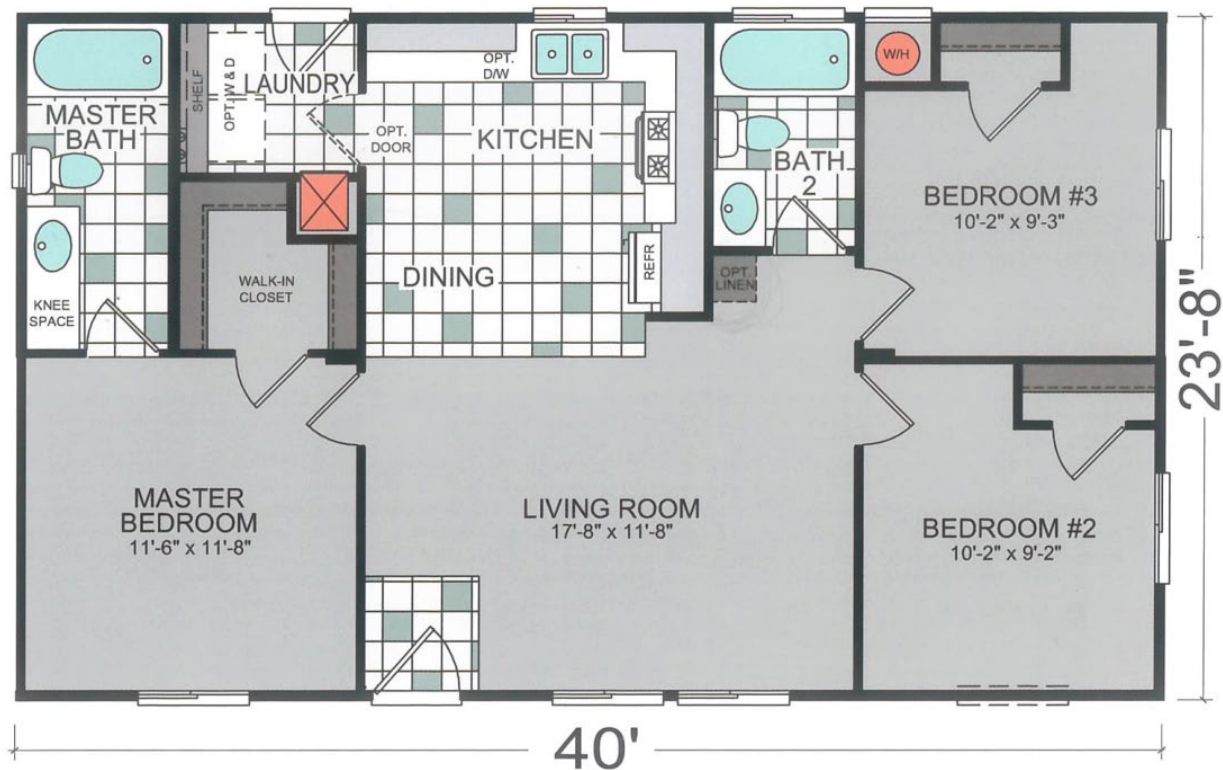
NOT FOR CONSTRUCTION

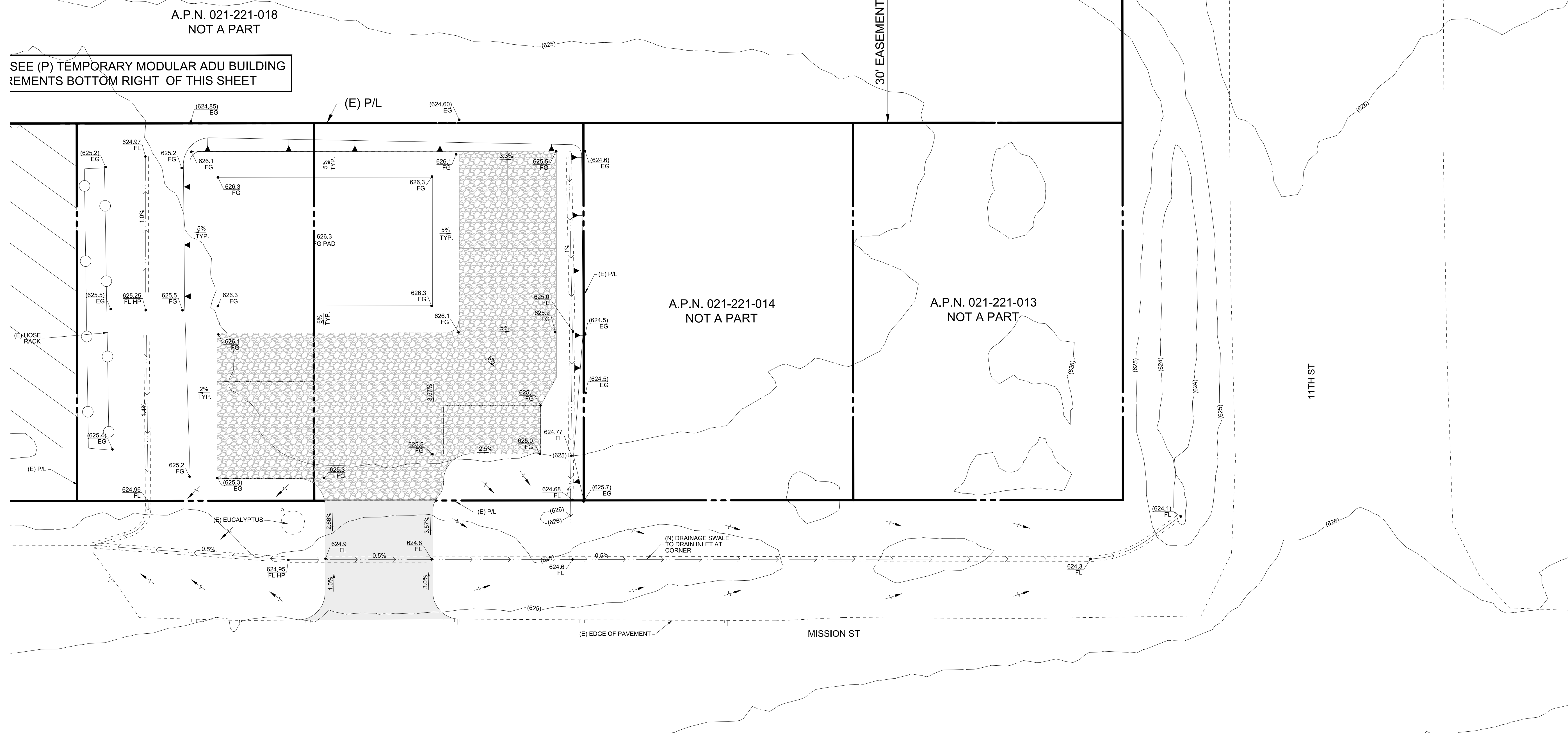
Date: 1-19-21  
Scale: PER PLAN  
Drawn by: ARR  
Checked by: BTR  
Sheet:



**San Miguel Fire Department Proposed Temporary Housing Unit, shall include the following items:**

1. Fire sprinklers
2. WUI compliant exterior features as per 2019 California Fire Code Section 49 & 2019 California Building Code Section 7A
3. 2" X 6" exterior wall framing
4. Upgraded exterior wall insulation
5. Linoleum flooring throughout
6. Air Conditioning
7. 12" eaves
8. Appliances to include, water heater, refrigerator, range, and microwave
9. Provide 1 ceiling fan box in all bedrooms, and living room
10. Provide 4 recessed lights in the kitchen / dining areas
11. All interior walls to be standard drywall finish
12. 2- Exterior stair assemblies
13. Setup, delivery, site preparation, tie down foundation system, permits and all applicable fees





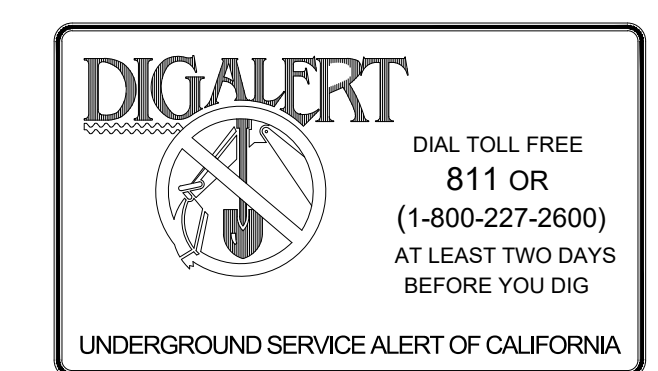
OVERALL SITE PLAN  
SCALE: 1" = 20'



REVISIONS	Number	Date	Description
	09/22/21		BID DOCUMENTS - (P) MODULAR ADU BUILDING REQUIREMENTS

Project Number: 2021.01.002  
 Project Location: SAN LUIS OBISPO COUNTY  
 A.P.N. 021-221-016 & 021-221-015

Project Name: SMCSD FIRE STATION SITE PLAN  
 Permit Title: PRELIMINARY DRAINAGE PLAN  
 Owner/Applicant: SAN MIGUEL COMMUNITY SERVICES DISTRICT  
 1150 MISSION ST.  
 SAN MIGUEL, CA 93451



BID DOCUMENT  
09-22-21

NOT FOR CONSTRUCTION

Date: 1-19-21  
 Scale: PER PLAN  
 Drawn by: ARR  
 Checked by: BTR  
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