



## SAN MIGUEL COMMUNITY SERVICES DISTRICT BOARD OF DIRECTOR & GROUNDWATER SUSTAINABILITY AGENCY

Rod Smiley, President      Raynette Gregory, Vice-President  
Berkley Baker, Director      Anthony Kalvans, Director      Owen Davis, Director

### REGULAR BOARD OF DIRECTORS & GROUNDWATER SUSTAINABILITY AGENCY AGENDA

**Open Session 6:00 PM - then convene to Closed Session**

**601 12th Street San Miguel, CA Date: 08-24-2023**

**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.

**Public Comment:** 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. If you wish to speak on an item not on the agenda, you may do so under item "Public Comment and Communications for items not on the agenda". Person(s) who wish to submit written correspondence, may do so at [www.sanmiguelcsd.org](http://www.sanmiguelcsd.org). All correspondence is distributed to each Board Director and will become part of the record of that board meeting. Any member of the public may address the Board of Directors on items on the consent calendar.

**Meeting Schedule:** Regular Board of Director meetings are held on the fourth Thursday of each month at 6:00 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 Posting Board/ San Miguel CSD office, 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.

1. **Call to Order**
2. **Roll Call**
3. **Approval of Regular Meeting Agenda**

4. **Pledge of Allegiance**
5. **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 sign in with name and address at podium.*
6. **Special Presentations/Public Hearings/Other**
7. **Non- District Reports**
  1. San Luis Obispo County Organizations  
Verbal/Report
  2. Community Service Organizations  
Verbal
  3. Camp Roberts—Army National Guard  
Verbal
8. **Staff & Committee Reports - Receive & File**
  1. General Manager  
Receive verbal report
  2. District Counsel  
Receive verbal report
  3. District Utilities  
Receive and File
  4. Fire Chief Report  
Receive and File
9. **Consent Calendar** *The items listed below are scheduled for consideration as a group and one vote. Any Director 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. Public Comment*
  1. 07-27-2023 Draft San Miguel CSD and Groundwater Sustainability Agency Meeting Minutes (Parent)  
Receive and File
10. **Board Action Items**
  1. Financial Reports - July 2023 (Hido)

Please *Review* the July 2023 SMCSD Financial Reports.

After the SMCSD Audit is completed, all adjusting journal entries are processed, and the 22/23 FY is closed- all Financial Reports that were presented for Review Only will be finalized. Those reports will then be presented to the Board for *Receive and File* approvals.

**2. Rural Fire Capacity (RFC) Grant**

Approve RESOLUTION 2023-36 authorizing the Fire Chief to accept the Rural Fire Capacity (RFC) grant award agreement number 7GF23106 from Cal Fire in matching grant funding in the amount of \$14,235.76 for the purchase of equipment as described and approved within the grant application submitted April 19, 2023.

Total purchases shall not exceed \$28,471.52

**3. Adoption of California Uniform Public Construction Cost Accounting Act (CUPCCA) and Revised Purchasing Policy**

Adopt RESOLUTION 2023-37 electing to subject the District to the requirements of the California Uniform Public Construction Cost Accounting Act and approving an amended Purchasing Policy.

**4. Construction project review**

Discuss District construction projects that were completed and that are in progress.

**5. Request for Bids -- Sanitary Sewer Main and Manhole inspection service**

Authorize the General Manager to release a Request for Bids for sewer main and manhole inspection services.

**Adjourn to the San Miguel Community Services District Groundwater Sustainability Agency (GSA)**

**11. GSA Board Action Items**

**1. Proposed responses - Grand Jury report titled "Can One Wet Year Wash Away the Paso Robles Basin's Water Worries" (6-23-2023)**

Discuss proposed responses to County of San Luis Obispo Grand Jury report findings and recommendations. Provide feedback to the General Manager.

**2. Discuss representation on Paso Basin Cooperative Committee (PBCC)**

Discuss appointing a Board member to the Paso Basin Cooperative Committee (PBCC) as either the Member or Alternate. Provide direction to the General Manager.

**Reconvene to the San Miguel Community Services District Board of Directors**

**12. 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.*

**13. Adjourn to Closed Session/Closed Session Agenda** *Public comment for items on closed session agenda.*

1. Public Employee Performance Evaluation (Gov. Code, § 54957(b)(1)) Title: Fire Chief  
Discussion

2. Conference with Legal Counsel- Anticipated Litigation  
  
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of section 54956.9: One (1) matter  
  
Direction to staff.

**14. Report out of Closed Session**

**15. 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 SMCSO office.**

**Date:**

**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

August 24, 2023

**AGENDA ITEM: 7.1**

**SUBJECT:** San Luis Obispo County Organizations

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**SUGGESTED ACTION:** Verbal/Report

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**DISCUSSION:**

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**FISCAL IMPACT:**

None

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**PREPARED BY:** Tamara Parent

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**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

August 24, 2023

**AGENDA ITEM: 7.2**

**SUBJECT:** Community Service Organizations

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**SUGGESTED ACTION:** Verbal

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**DISCUSSION:**  
Verbal/Report.

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**FISCAL IMPACT:**  
None

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**PREPARED BY:** Tamara Parent

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**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

**August 24, 2023**

**AGENDA ITEM: 7.3**

**SUBJECT:** Camp Roberts—Army National Guard

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**SUGGESTED ACTION:** Verbal

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**DISCUSSION:**  
Verbal/Report

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**FISCAL IMPACT:**  
None

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**PREPARED BY:** Tamara Parent

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**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

August 24, 2023

**AGENDA ITEM: 8.1**

**SUBJECT:** General Manager

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**SUGGESTED ACTION:** Receive verbal report

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**DISCUSSION:**

Verbal

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**FISCAL IMPACT:**

None

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**PREPARED BY:** Tamara Parent

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**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

August 24, 2023

**AGENDA ITEM: 8.2**

**SUBJECT:** District Counsel

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**SUGGESTED ACTION:** Receive verbal report

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**DISCUSSION:**

Verbal

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**FISCAL IMPACT:**

None

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**PREPARED BY:** Tamara Parent

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**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

August 24, 2023

**AGENDA ITEM: 8.3**

**SUBJECT:** District Utilities

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**SUGGESTED ACTION:** Receive and File

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**DISCUSSION:**

**Well Status:**

- Well 4 is fully operational – Well Level 89.8’ 7/1/23 (STATIC)
- Well 3 is fully operational – Well Level 67’ 7/26/23 (STATIC)
- SLT well is fully operational
- **Total combined average running hours per day (11.11)**

**(Threshold for stage 1 resource severity level determination is 17 hours per day)**

**Water System status:**

Water leaks this month: 0 This calendar year: 2

Water related calls through the alarm company after hours this month: 0 This Year: 4

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**Sewer System status:**

Sewer overflows this month: 0 this year: 1

Sewer related calls through the alarm company this month: 0 This Year: 1

- Video inspection of all sewer lines is in progress as time permits.

**WWTF status:**

- .

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

- 

**Division of Water Resources (DWR):**

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**Regional Water Management Group (RWMG)/ Water Resources Advisory Committee (WRAC):**

- .

### **Billing related activity:**

- **Total active accounts (at the time of this report)**
- 909 water accounts
- 810 wastewater accounts
- **Overdue accounts (at the time of this report)**
- 5 accounts 60 days past due
- **Accounts on a Payment Arrangement Agreement**
- 4 accounts have started an arrangement
- **Service orders (for this month at the time of this report)**
- 1 service orders issued and completed

### **Lighting/ Landscaping status:**

- Fixed several more leaks in the irrigation main lines

### **Solid Waste:**

#### Mattress recycling

- Mattresses are accepted by appointment only, Monday, Wednesday, Friday between 8 am and 11 am.

#### E-Waste collection

- E-waste is accepted Monday, Wednesday, Friday between 8 am and 11 am.

The IWMA fee has been reduced for all San Miguel Garbage Co customers by 1% as of July 1st.

### **SB-1383:**

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### **Project status:**

- **Replacement water tank and pump station on east side of river/ water line replacement.** (21007) started February 2022
  - **(POTENTIALLY GRANT FUNDED)**
- **Study to determine condition and I&I of the existing sewer collection system** (21008) started February 2021
  - **(100% GRANT FUNDED)**
  - Agreement was received and District Engineer is preparing a RFP to be sent out this month to begin work on this project.
- **Cost of Service Rate Study** (22005) started June 2022
  - Notices for water rate increase have been mailed and received by the community.
  - A revised notice was sent to the community due to a typo on the first notice.
  - Public hearing is scheduled for September 28th 2023.

### **Staffing**

- Two vacant positions.

- WWTF Operator Lead and WWTF Operator, both are out for applications
- Investigating feasibility of hiring an additional person to fill a need for compliance and reporting in the utilities departments.

**SLO County in San Miguel:**

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**Caltrans in San Miguel:**

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**FISCAL IMPACT:**

None

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PREPARED BY: Kelly Dodds

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**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

August 24, 2023

**AGENDA ITEM: 8.4**

**SUBJECT:** Fire Chief Report

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**SUGGESTED ACTION:** Receive and File

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**DISCUSSION:**

All SMFD engines are in currently service.

1. E8696 & E8668 MDC's have been updated to the latest software provided by the County and are functioning properly.
2. All Bendix King Radios have been updated with the current State radio load despite the fact that the State did not furnish the necessary radio programming load.
3. All Kenwood mobile radios require programming updates. 4 in total. Again, the State did not furnish the necessary radio programming files for these units.

Code Adoption 2023:

1. Local Ordinance 01-2023 has been forwarded to County Fire for submission to the County Board of Supervisors for ratification as required. County Planning has taken issue with the photovoltaic plan submission requirement well beyond the required review period. The Fire Chief is currently working with Legal to prepare for a presentation before the Board of Supervisors during Public Comment.
2. The HCD has confirmed the assumption of Fire Code Enforcement within State managed parks within the San Miguel District Boundaries on May 4th, 2023. notification was sent via certified mail to the 2 property owners. Return receipts for delivery confirmation were received on May 8th & 10th. The Department shall be contacting outside agencies regarding inspections. A potential inspection date of 26 July has been pushed back due to the ratification issues between the County and SMF. This item is still pending ratification.

Grants:

2023/2024 RFC Grant

1. The 2023/2024 RFC Grant Application has been submitted and an award was granted. However, the awarded amount was lower than the requested amount. A vital piece of testing equipment was not approved for funding. The Department is exploring options to fill the funding gap and purchase the necessary equipment.
2. A resolution and supporting documentation accepting this grant funding shall be presented at the August 24, 2023, regular meeting.

SAFER Grant.

1. SAFER Grant notices should have been available in late July, still no update.

Training:

1. 2 Department members have entered the Allen Hancock Firefighter Academy on July 31, 2023.
2. SMF in conjunction with SLOFIST are planning on hosting a FI210 Course in the fall of 2024. Dates and location TBD.

3. Regular weekly training is continuing.

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**FISCAL IMPACT:**

None

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PREPARED BY: Scott Young

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# San Miguel Fire Department

San Miguel, CA

This report was generated on 8/15/2023 10:49:22 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: 08/01/2023 | End Date: 08/31/2023

START	END	LOG TYPE	APPARATUS	NOTES	HOURS
<b>Young, Scott P</b>					
08/01/2023 11:00:00	08/02/2023 08:30:00	DAYBOOK	SMF 1		21.50
08/02/2023 08:30:00	08/03/2023 08:30:00	DAYBOOK	SMF 1		24.00
08/02/2023 09:00:00	08/02/2023 12:00:00	DAYBOOK	8600	County Chiefs Meeting in Atascadero	3.00
08/03/2023 08:30:00	08/04/2023 08:30:00	DAYBOOK	SMF 1		24.00
08/03/2023 09:30:00	08/03/2023 11:00:00	DAYBOOK	8600	Budget review meeting	1.50
08/04/2023 08:30:00	08/05/2023 08:30:00	DAYBOOK	SMF 1		24.00
08/04/2023 14:00:00	08/04/2023 14:00:00	DAYBOOK	E8696	E8696 charging system problems	0.00
08/05/2023 08:30:00	08/06/2023 08:30:00	DAYBOOK	8600		24.00
08/05/2023 19:22:00	08/05/2023 19:36:00	INCIDENT	E8668	Incident 2023-205 - False alarm or false call, other: Apparatus E8668 responded to 1500 N ST	0.23
08/06/2023 08:30:00	08/07/2023 08:30:00	DAYBOOK	8600		24.00
08/07/2023 08:30:00	08/08/2023 08:30:00	DAYBOOK	SMF 1		24.00
08/08/2023 08:30:00	08/08/2023 17:00:00	DAYBOOK	SMF 1		8.50
08/08/2023 08:30:00	08/08/2023 10:00:00	DAYBOOK	8600	Gary Nix working on radio programs	1.50
08/13/2023 16:30:00	08/14/2023 08:30:00	DAYBOOK	8600		16.00
08/14/2023 08:30:00	08/15/2023 08:30:00	DAYBOOK	SMF 1		24.00
08/15/2023 08:30:00	08/16/2023 08:30:00	DAYBOOK	SMF 1		24.00
<b>Total Hours for: Young, Scott P</b>					<b>244.23</b>
<b>Total of all Personnel Hours</b>					<b>244.23</b>

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



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# San Miguel Fire Department

San Miguel, CA

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## Effective Response Force Times by Incident for Date Range

Agencies On Scene: All Agencies | Census Tract(s): All Census Tracts | Cities: All Cities | Map Page(s): All Map Pages | Mutual Aid: All Types and None | Primary Action (s) Taken: All Codes | Property Use(s): All Types and None | Response Mode(s): All Response Modes | Shift(s): All Shifts | Zone(s): All Zones | Incident Type(s): All Incident Types | Station(s): All Stations | Complaints Reported by Dispatch: All Complaints Reported by Dispatch | Start Date: 07/01/2023 | End Date: 07/31/2023

Incident Date	Incident #	Losses - Property	Losses - Contents	Alarm Time	Total Personnel - Effective Response	First On Scene Apparatus	Last On Scene Apparatus	Earliest Turnout	Call Processing Time	First Unit Total Response Time	First Unit Travel Time	Total Travel Time Effective Response	Total Response Time Effective Response
07/02/2023	2023-175	0	0	07:44:00	3	E8668	E8668	03:00	00:00	00:05:00	00:02:00	00:02:00	00:05:00
07/02/2023	2023-176	0	0	10:06:00	3	E8668	E8668	00:00	00:00	00:02:00	00:02:00	00:02:00	00:02:00
07/05/2023	2023-178	0	0	21:49:00	3	E8668	E8668	05:00	00:00	00:17:00	00:12:00	00:12:00	00:17:00
07/08/2023	2023-181	0	0	14:55:00	3	E8696	E8696	04:00	00:00	00:06:00	00:02:00	00:02:00	00:06:00
07/10/2023	2023-183	0	0	09:27:00	1	E8668	E8668	01:00	00:00	00:03:00	00:02:00	00:02:00	00:03:00
07/12/2023	2023-184	0	0	13:44:00	2	E8668	E8668	01:00	00:00	00:03:00	00:02:00	00:02:00	00:03:00
07/12/2023	2023-186	0	0	18:28:00	2	E8668	E8668	03:00	00:00	00:05:00	00:02:00	00:02:00	00:05:00
07/15/2023	2023-187	0	0	12:33:00	2	E8668	E8668	05:00	00:00	00:29:00	00:24:00	00:24:00	00:29:00
07/15/2023	2023-188	0	0	16:32:00	2	E8668	E8668	01:00	00:00	00:06:00	00:05:00	00:05:00	00:06:00
07/15/2023	2023-189	0	0	22:22:00	3	E8668	E8668	00:00	00:00	00:03:00	00:03:00	00:03:00	00:03:00
07/17/2023	2023-191	0	0	16:56:00	3	8601	8601	03:00	00:00	00:08:00	00:05:00	00:05:00	00:08:00
07/18/2023	2023-192	0	0	17:02:00	4	8601	8601	06:00	00:00	00:12:00	00:06:00	00:06:00	00:12:00
07/19/2023	2023-194	0	0	17:37:00	2	8601	8601	04:00	00:00	00:08:00	00:04:00	00:04:00	00:08:00
07/22/2023	2023-195	0	0	00:23:00	2	E8668	E8668	04:00	00:00	00:06:00	00:02:00	00:02:00	00:06:00
07/23/2023	2023-197	0	0	02:05:00	1	E8668	E8668	06:00	00:00	00:07:00	00:01:00	00:01:00	00:07:00
07/23/2023	2023-198	0	0	23:00:00	2	E8696	E8696	04:00	00:00	00:06:00	00:02:00	00:02:00	00:06:00
07/29/2023	2023-199	0	0	12:20:00	3	8601	8601	09:00	00:00	00:13:00	00:04:00	00:04:00	00:13:00
07/29/2023	2023-200	0	0	16:49:00	2	E8668	E8668	05:00	00:00	00:13:00	00:08:00	00:08:00	00:13:00
07/29/2023	2023-201	0	0	17:12:00	4	E8668	E8668	00:00	00:00	00:07:00	00:07:00	00:07:00	00:07:00
07/30/2023	2023-202	0	0	08:37:00	3	E8668	E8668	02:00	00:00	00:06:00	00:04:00	00:04:00	00:06:00

This is a custom report. Only Reviewed Incidents are included. Cancelled Apparatus are excluded. Only apparatus and personnel from the earliest Dispatch Time are included in this report. Travel Time is Enroute Time to Arrive Time. Total Travel Time for the Effective Response Force (ERF) is the difference between the apparatus with the earliest Enroute Time and the apparatus with the last Arrived Time. Total Travel Time for the ERF is calculated from units that were part of the earliest Dispatch Time. Total Response Time for the ERF is earliest Alarm Time to the last Arrive Time.



# San Miguel Fire Department

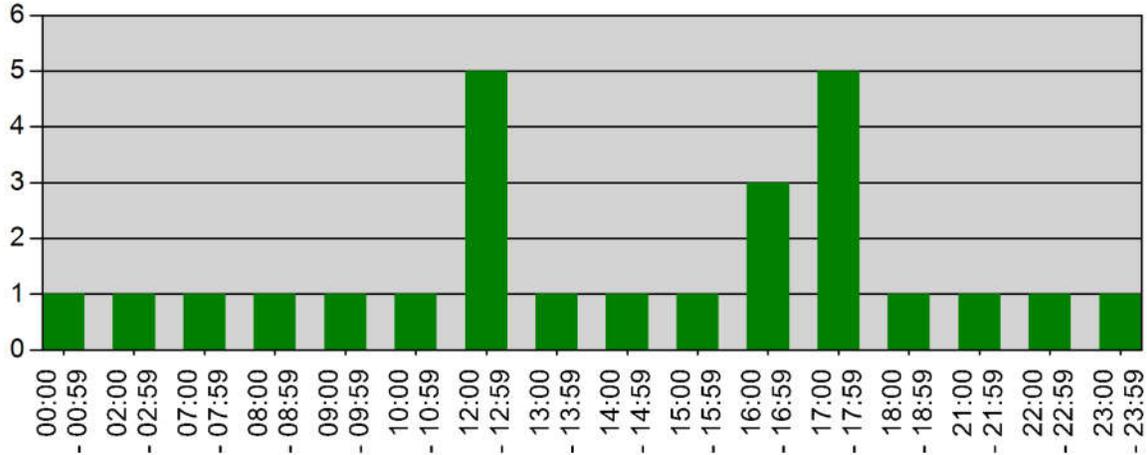
San Miguel, CA

This report was generated on 8/15/2023 10:56:07 AM



## Incidents by Hour for Zone for Date Range

Zone: All Zones | Start Date: 07/01/2023 | End Date: 07/31/2023



TIME	COUNT
00:00 - 00:59	1
02:00 - 02:59	1
07:00 - 07:59	1
08:00 - 08:59	1
09:00 - 09:59	1
10:00 - 10:59	1
12:00 - 12:59	5
13:00 - 13:59	1
14:00 - 14:59	1
15:00 - 15:59	1
16:00 - 16:59	3
17:00 - 17:59	5
18:00 - 18:59	1
21:00 - 21:59	1
22:00 - 22:59	1
23:00 - 23:59	1

Only REVIEWED incidents included



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# San Miguel Fire Department

San Miguel, CA

This report was generated on 8/15/2023 10:58:52 AM



## Incidents for Zone for Status for Date Range

Incident Status(s): All Incident Statuses | Zone(s): All Zones | Start Date: 07/01/2023 | End Date: 07/31/2023

INCIDENT NUMBER	INCIDENT TYPE	DATE	INCIDENT STATUS	LOCATION	APPARATUS
<b>Zone: AAN - Auto Aid North</b>					
2023-180	611	07/06/2023	Reviewed	East Garrison	E8696
<b>AAN - Auto Aid North Incidents: 1</b>					
<b>Zone: AAS - Auto Aid South</b>					
2023-187	142	07/15/2023	Reviewed	6070 San Anselmo RD	E8668
2023-200	320	07/29/2023	Reviewed	1084 Wellsona RD	E8668
2023-202	140	07/30/2023	Reviewed	Cemetery RD	E8668
<b>AAS - Auto Aid South Incidents: 3</b>					
<b>Zone: AAW - Auto Aid West</b>					
2023-178	320	07/05/2023	Reviewed	2920 San Marcos RD	E8668
<b>AAW - Auto Aid West Incidents: 1</b>					
<b>Zone: BOB - Camp Roberts</b>					
2023-185	611	07/12/2023	Reviewed	Arizona AVE	E8668
2023-193	611	07/19/2023	Reviewed	California BLVD	8601, E8696
2023-196	611	07/22/2023	Reviewed	Washington BLVD	E8668
<b>BOB - Camp Roberts Incidents: 3</b>					
<b>Zone: CSD - CSD Limits</b>					
2023-179	320	07/06/2023	Incomplete	1075 Mission ST	E8668
2023-182	611	07/08/2023	Reviewed	10th ST	8601, E8696
2023-183	320	07/10/2023	Reviewed	1145 K ST	E8668
2023-186	320	07/12/2023	Reviewed	1555 Mission ST	E8668
2023-188	320	07/15/2023	Reviewed	6811 Monterey RD	E8668
2023-194	320	07/19/2023	Reviewed	10150 Mission Almond WAY	8601, E8696
2023-197	320	07/23/2023	Reviewed	1075 Mission Street	E8668
2023-198	324	07/23/2023	Reviewed	2000 Mission ST	E8696
2023-199	320	07/29/2023	Reviewed	Mission ST	8601, P8651
2023-201	324	07/29/2023	Reviewed	200 14th ST	8601, E8668, E8696
<b>CSD - CSD Limits Incidents: 10</b>					
<b>Zone: MH - Mission Heights</b>					
2023-176	320	07/02/2023	Reviewed	1920 San Juan Bautista ST	E8668
<b>MH - Mission Heights Incidents: 1</b>					
<b>Zone: MM - Mission Meadows</b>					
2023-175	553	07/02/2023	Reviewed	1416 Verde PL	E8668
2023-177	611	07/05/2023	Reviewed	1415 Verde PL	8600
2023-181	322	07/08/2023	Reviewed	698 N River RD	8601, E8696

Displays incidents for a given zone and incident status over a given date range. Grouped by Zone.



2023-195	320	07/22/2023	Reviewed	699 N River RD	E8668
<b>MM - Mission Meadows Incidents: 4</b>					
<b>Zone: PSHH - Peoples Self Help Housing</b>					
2023-184	320	07/12/2023	Reviewed	995 Makewe AVE	E8668
<b>PSHH - Peoples Self Help Housing Incidents: 1</b>					
<b>Zone: Ter - San Lawerance Terrace</b>					
2023-189	320	07/15/2023	Reviewed	8707 Magdalena ST	E8668
2023-192	320	07/18/2023	Reviewed	8707 Magdalena ST	8601, E8696
<b>Ter - San Lawerance Terrace Incidents: 2</b>					
<b>Zone: WOMHP - White Oaks Mobile Home Park</b>					
2023-191	441	07/17/2023	Reviewed	700 N River RD	8601, E8696
<b>WOMHP - White Oaks Mobile Home Park Incidents: 1</b>					

**Total Incidents: 27**

Displays incidents for a given zone and incident status over a given date range. Grouped by Zone.



# San Miguel Fire Department

San Miguel, CA

This report was generated on 8/15/2023 10:57:20 AM



## Average (Dispatch-Turnout-Response) Times per Zone per Major Incident Type

Start Incident Type: 100 | End Incident Type: 911 | Zone: All Zones | Start Date: 07/01/2023 | End Date: 07/31/2023

Major Incident Type	Response Mode	Avg Travel	Avg Dispatch	Avg TurnOut	Avg Response
Zone: AAS - Auto Aid South					
Fires					
Lights and Sirens		14:00	0:00	3:30	17:30
Rescue & Emergency Medical Service					
Lights and Sirens		8:00	0:00	5:00	13:00
Zone: AAW - Auto Aid West					
Rescue & Emergency Medical Service					
Lights and Sirens		12:00	0:00	5:00	17:00
Zone: CSD - CSD Limits					
Rescue & Emergency Medical Service					
Lights and Sirens		3:43	0:00	3:09	6:51
No Lights or Sirens		1:00	0:00	6:00	7:00
Zone: MH - Mission Heights					
Rescue & Emergency Medical Service					
Lights and Sirens		2:00	0:00	0:00	2:00
Zone: MM - Mission Meadows					
Rescue & Emergency Medical Service					
Lights and Sirens		2:00	0:00	4:00	6:00
Service Call					
Lights and Sirens		2:00	0:00	3:00	5:00
Zone: PSHH - Peoples Self Help Housing					
Rescue & Emergency Medical Service					
Lights and Sirens		2:00	0:00	1:00	3:00
Zone: Ter - San Lawerance Terrace					
Rescue & Emergency Medical Service					
Lights and Sirens		4:30	0:00	3:00	7:30
Zone: WOMHP - White Oaks Mobile Home Park					
Hazardous Condition (No Fire)					
Lights and Sirens		5:00	0:00	3:00	8:00

CFAI Compliant - Report calculates the average time difference between (ALARM to DISPATCH = Avg Dispatch) and (DISPATCH to ENROUTE = Avg Turnout) and (ALARM to ARRIVAL = Avg Response). Only REVIEWED incidents are included. When no data is provided for ENROUTE times this report makes the assumption it is the same as the Dispatch Time

# San Miguel Fire Department

San Miguel, CA

This report was generated on 8/15/2023 11:04:50 AM



## Average Number of Responding Personnel per Incident Type for Date Range

StartDate: 07/01/2023 | EndDate: 07/31/2023

INCIDENT TYPE	AVG. # PERSONNEL
140 - Natural vegetation fire, other	3
142 - Brush or brush-and-grass mixture fire	2
320 - Emergency medical service, other	2
322 - Motor vehicle accident with injuries	3
324 - Motor vehicle accident with no injuries.	3
441 - Heat from short circuit (wiring), defective/worn	3
553 - Public service	3
611 - Dispatched & cancelled en route	2

Reviewed Incidents only.



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# San Miguel Fire Department

San Miguel, CA

This report was generated on 8/15/2023 11:06:25 AM



## Incident Count by Weekday and Hour for Zone for Shift for Date Range

Personnel: All Personnel | Shift(s): All Shifts | Zone: All Zones | Start Date: 07/01/2023 | End Date: 07/31/2023

Hour	Sun	Mon	Tue	Wed	Thu	Fri	Sat
00:00	0	0	0	0	0	0	1
01:00	0	0	0	0	0	0	0
02:00	1	0	0	0	0	0	0
03:00	0	0	0	0	0	0	0
04:00	0	0	0	0	0	0	0
05:00	0	0	0	0	0	0	0
06:00	0	0	0	0	0	0	0
07:00	1	0	0	0	0	0	0
08:00	1	0	0	0	0	0	0
09:00	0	1	0	0	0	0	0
10:00	1	0	0	0	0	0	0
11:00	0	0	0	0	0	0	0
12:00	0	0	0	1	1	0	3
13:00	0	0	0	1	0	0	0
14:00	0	0	0	0	0	0	1
15:00	0	0	0	0	0	0	1
16:00	0	1	0	0	0	0	2
17:00	0	0	1	3	0	0	1
18:00	0	0	0	1	0	0	0
19:00	0	0	0	0	0	0	0
20:00	0	0	0	0	0	0	0
21:00	0	0	0	1	0	0	0
22:00	0	0	0	0	0	0	1
23:00	1	0	0	0	0	0	0
Total Responses for Day	5	2	1	7	1	0	10
% of Responses for Day	20.00%	50.00%	100.00%	42.86%	100.00%	0	30.00%
% of Responses for Week	19.23%	7.69%	3.85%	26.92%	3.85%	0.00%	38.46%

Hour	Total per Hour	Percent
00:00	1	3.85%
01:00	0	0.00%
02:00	1	3.85%
03:00	0	0.00%
04:00	0	0.00%
05:00	0	0.00%
06:00	0	0.00%
07:00	1	3.85%
08:00	1	3.85%
09:00	1	3.85%
10:00	1	3.85%
11:00	0	0.00%
12:00	5	19.23%
13:00	1	3.85%
14:00	1	3.85%
15:00	1	3.85%
16:00	3	11.54%
17:00	5	19.23%
18:00	1	3.85%
19:00	0	0.00%
20:00	0	0.00%
21:00	1	3.85%
22:00	1	3.85%
23:00	1	3.85%
Total	26	100.00%

Incident Count by Weekday and Hour for Zone, for Shift and Date Range. Zone information is defined on the Basic Info 3 screen of an incident. Only REVIEWED incidents included. Maximum call volumes for each day are shown with a RED background, and maximum call volumes for each hour are shown with a BLUE background. "% of Responses for Day" indicates the maximum hourly call volume as percentage of total calls for the day of the week. "% of Responses for Week" indicates the total number of calls for the day of the week as a percentage of total calls.

# San Miguel Fire Department

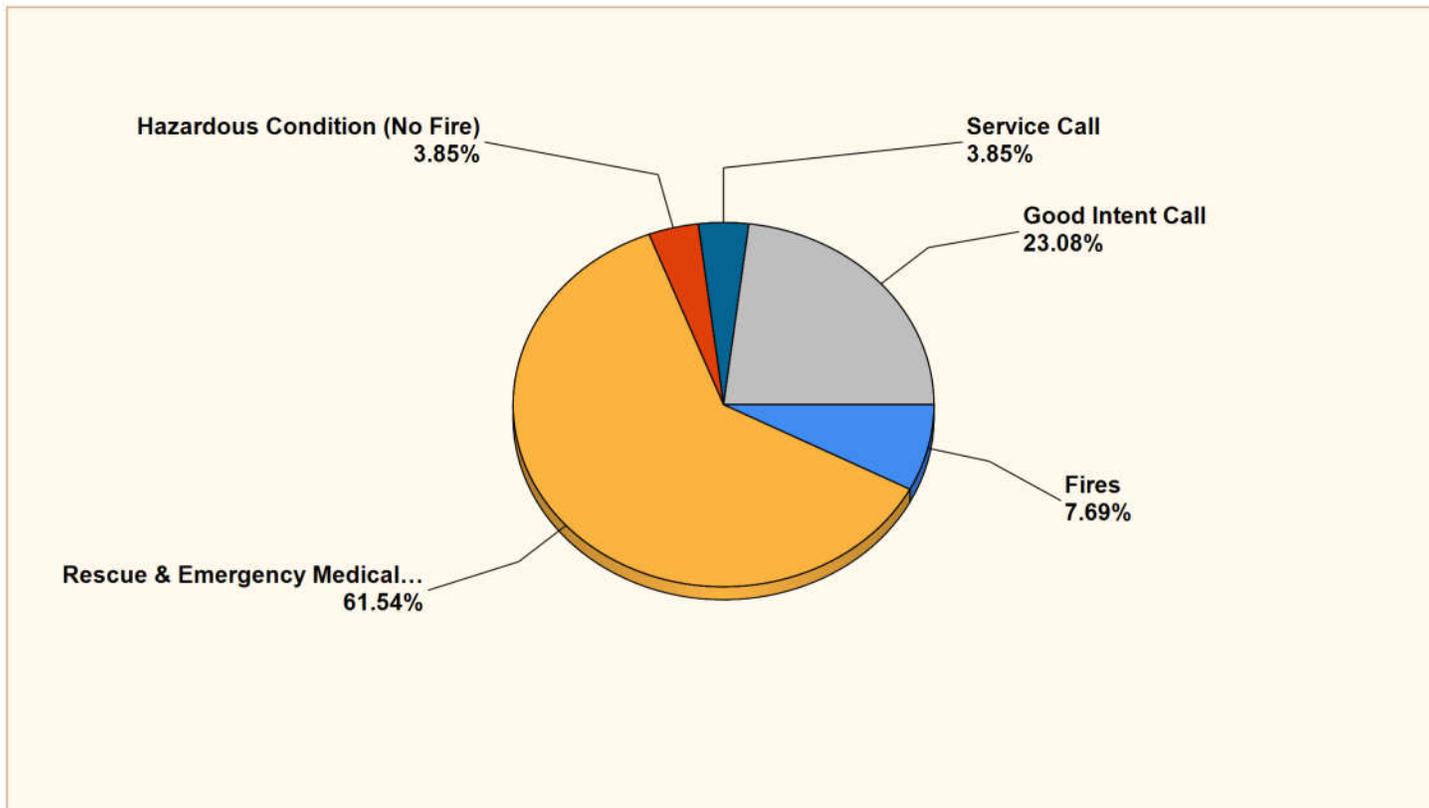
San Miguel, CA

This report was generated on 8/15/2023 11:08:11 AM



## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 07/01/2023 | End Date: 07/31/2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	2	7.69%
Rescue & Emergency Medical Service	16	61.54%
Hazardous Condition (No Fire)	1	3.85%
Service Call	1	3.85%
Good Intent Call	6	23.08%
<b>TOTAL</b>	<b>26</b>	<b>100%</b>

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



### Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
140 - Natural vegetation fire, other	1	3.85%
142 - Brush or brush-and-grass mixture fire	1	3.85%
320 - Emergency medical service, other	13	50%
322 - Motor vehicle accident with injuries	1	3.85%
324 - Motor vehicle accident with no injuries.	2	7.69%
441 - Heat from short circuit (wiring), defective/worn	1	3.85%
553 - Public service	1	3.85%
611 - Dispatched & cancelled en route	6	23.08%
<b>TOTAL INCIDENTS:</b>	<b>26</b>	<b>100%</b>

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



# San Miguel Fire Department

San Miguel, CA

This report was generated on 8/15/2023 11:01:01 AM



## Incident Count per Location Type per Zone per Address for Date Range

StartDate: 07/01/2023 | EndDate: 07/31/2023

LOCATION TYPE	ZONE	ADDRESS / LOCATION	# INCIDENTS
<b>Home/Residence</b>			
	AAS - Auto Aid South		
		1084 Wellsona RD San Luis Obispo (County), CA	1
	AAW - Auto Aid West		
		2920 San Marcos RD Paso Robles (CCD), CA	1
	CSD - CSD Limits		
		10150 Mission Almond WAY San Miguel, CA	1
		1075 Mission Street San Miguel, CA	1
		1145 K ST San Miguel, CA	1
		1555 Mission ST San Miguel, CA	1
		200 14th ST San Miguel, CA	1
		6811 Monterey RD San Miguel, CA	1
	MH - Mission Heights		
		1920 San Juan Bautista ST San Miguel, CA	1
	MM - Mission Meadows		
		1415 Verde PL San Miguel, CA	1
		1416 Verde PL San Miguel, CA	1
		699 N River RD San Miguel, CA	1
	PSHH - Peoples Self Help Housing		
		995 Makewe AVE San Miguel, CA	1
	Ter - San Lawerance Terrace		
		8707 Magdalena ST San Miguel, CA	2
	WOMHP - White Oaks Mobile Home Park		
		700 N River RD San Miguel, CA	1

**Total for Location Type:**

**16**

Group by Incident Location Type, then Zone. Completed and Reviewed Incidents



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LOCATION TYPE	ZONE	ADDRESS / LOCATION	# INCIDENTS
<b>Public Building (schools, gov. offices)</b>			
	AAN - Auto Aid North		
		East Garrison / East Garrison, San Miguel, CA (Directions)	1
	BOB - Camp Roberts		
		Arizona AVE / Camp Roberts, San Miguel, CA (US National Grid)	1
		California BLVD / Camp Roberts, San Miguel, CA (Directions)	1
		Washington BLVD / Avenue 8, San Miguel, CA (Directions)	1
		<b>Total for Location Type:</b>	<b>4</b>
<b>Street or Highway</b>			
	AAS - Auto Aid South		
		Cemetery RD / South Bound HWY 101, San Miguel, CA (Directions)	1
		6070 San Anselmo RD / S HWY 101, Atascadero, CA (Directions)	1
	CSD - CSD Limits		
		10th ST / S HWY 101, San Miguel, CA (Directions)	1
		Mission ST / N Highway 101, San Miguel, CA (Directions)	1
		2000 Mission ST / 398 20th Street, San Miguel, CA (Directions)	1
	MM - Mission Meadows		
		698 N River RD / 1400 Prado Place, San Miguel, CA (Intersection)	1
		<b>Total for Location Type:</b>	<b>6</b>

Group by Incident Location Type, then Zone. Completed and Reviewed Incidents



**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

**August 24, 2023**

**AGENDA ITEM: 9.1**

**SUBJECT:** 07-27-2023 Draft San Miguel CSD and Groundwater Sustainability Agency Meeting Minutes (Parent)

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**SUGGESTED ACTION:** Receive and File

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**DISCUSSION:**

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**FISCAL IMPACT:**

None

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**PREPARED BY:** Tamara Parent

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**SAN MIGUEL COMMUNITY SERVICES DISTRICT BOARD OF DIRECTOR & GROUNDWATER SUSTAINABILITY AGENCY**

Rod Smiley, President      Raynette Gregory, Vice-President  
 Berkley Baker, Director      Anthony Kalvans, Director      Owen Davis, Director

**REGULAR MEETING MINUTES**  
**6:00 P.M. Closed Session 7:00 P.M. Opened Session**  
**SMCSD Boardroom 07-27-2023**

**1. Call to Order:**  
 At 6:05 P.M.

**2. Roll Call:** *Raynette Gregory, Anthony Kalvans, Owen Davis, Rod Smiley, Berkley Baker*

**3. Approval of Regular Meeting Agenda:**

**Motion By:** Anthony Kalvans  
**Second By:** Berkley Baker  
**Motion:** To Approve (motion withdrawn)

Board Members	Ayes	Noes	Abstain	Absent

**Motion By:** Owen Davis  
**Second By:** Rod Smiley  
**Motion:** To Approve as Amended Director Davis motioned to moved Action item 12.2 to Agenda item 5

Board Members	Ayes	Noes	Abstain	Absent
Berkley Baker	X			
Raynette Gregory	X			
Rod Smiley	X			
Anthony Kalvans	X			
Owen Davis	X			

**4. Pledge of Allegiance:**  
 Lead by: Director Kalvans

**5. Public Comment and Communications for items not on the agenda:**  
 Ashley Sangster, San Miguel resident spoke and asked if the CSD could move the monthly Board Meetings back to the Fire Station, and wanted an update on the District Credit Card.

## 6. Special Presentations/Public Hearings/Other:

### 1. Update on Groundwater Sustainability Plan (GSP) and basin condition

Update on GSP and basin condition with presentation by County Groundwater Sustainability Director Blaine Reely

Item Presented by Dr. Blaine Reely, Director of the San Luis Obispo County Groundwater Sustainability, presented item. See Power Point at [www.sanmiguelcsd.org](http://www.sanmiguelcsd.org). Blaine gave a brief history, and provided an update on the implementation of the Groundwater Basin Sustainability plan. Directors were advised to ask questions throughout the presentation.

**Board Comment:** Director Kalvans asked if his department has looked at overlaying the Land Use categories, on the slide map presented to see where the GSA's boundaries are, that way you can see the efficiency of water used. Discussion ensued. Dr. Reely explained the slides presented, and continued presentation.

Director Smiley asked about the red dots on map that are part of the well monitoring slide, and asked why they were crossed off. Dr. Reely explained the process and that the wells marked in red with crosses have either had obstructions or collapsed and can no longer be used as a reliable monitoring site.

Director Kalvans asked about new Wells for San Miguel and what came of the study that the District had done. Dr. Reely explained that when he left the District it needed more study of conditions and design, and that General Manager Kelly Dodds would have to give an update on this. The presentation continued with discussion on projects.

Director Baker asked about Salinas Dam and Santa Margarita Reservoir project update. Dr. Reely explained that it was a County Public Works project. Discussion ensued about negotiations and the cost of such a project, with Supervisor Gibson explained that it might be up to fifty million dollars.

Director Gregory asked about the fallowing and the Multi-benefit Irrigated Land Repurposing (MILR) Program, and asked about losing water rights if land is fallowed. Dr. Reely explained that they understand and are working on that within the County Land Use Ordinance and the MILR program. Discussion ensued about the 5-year program and enrollment in the MILR program.

Director Davis asked about the County Planting Ordinance and voiced that once Supervisor Gibson took control; he feels that the farmers lost their water rights again; voicing that the people cannot pump their own water. Dr. Reely explained that through the MILR program it is to provide access through pumping, in the future.

Director Davis expressed that he feels that the farmers had their water rights given back to them than once Supervisor Gibson got on the GSA Board the water rights were taken away again.

General Manager Kelly Dodds asked Director Davis to stay on topic, and voiced that if Director Davis would like to set up a time to meet with Dr. Reely to have a more meaningful conversation, which can be arranged. Director Davis continued.

Director Smiley asked if they have had any discussions on connecting Lake Nacimiento and Lake San Antonio. Dr. Reely explained that as far as he was aware Monterey County is still looking into that; and that it would be Monterey County Public Works.

Dr. Reely continued the presentation.

Director Kalvans spoke about the State mandates, and that the State looks at the basin as a whole and expressed his concern about not moving forward fast enough.

Dr. Reely expressed that the PBCC is moving forward but explained that they are still in the study phase and are in the process of doing a more comprehensive and intensive study than ever before. Discussion on monitoring wells, and the need for a larger monitoring network ensued.

Dr. Reely discussed the MILR Program and explained that the first component would be a voluntary incentivized program for people that are interested in reversing currently irrigated land into land use that is less water intensive.

Director Baker asked who was being targeted. Dr. Reely explained that at this time it is only agricultural irrigation. Director Baker asked about plans to monitor residential wells. Dr. Reely explained that at this time they have been using Satellite ACT data for measuring.

Director Baker voiced his concerns on overhead monitoring, and feels that it could be violating people's rights. Dr. Reely explained that the State is really encouraging this methodology and is being used throughout the state.

Director Kalvans asked what the proposed timeline was for having this program up and running. Dr. Reely explained that in 2025 the GSP will submit its first evaluation and then there will be an assessment of how these things are working for SIGMA compliance.

**Staff Comment:** Scott Young, Fire Chief asked if there are restrictions on rural residential agriculture wells. Dr. Reely asked questions for clarification then explained that if you are currently not irrigating and not in a area of severe decline then per the land use offset ordinance (referred Mr. Young to the SLO County Planning Department) there is a one-time exemption that can be applied for. Dr. Reely explained that you could use up to five-acre feet per year without having to find an off-set. Discussion of off-site offsets ensued.

**Board Comment:** Director Baker discussed crops and water usage, chart from Grand Jury shows a large increase in grape crops. Director Baker asked if Dr. Reely knew how much cash revenue the County gets from the vineyards, and how much of the forty-six thousand acres of grapes are farmed by small local vendors versus corporate interests. Dr. Reely explained that he did not know those numbers.

Director Kalvans explained the County "Land use View" and how you can try to get that information.

Director Baker asked about Wells, and Dr. Reely explained that he could find the well data though County Environmental Health Services because they issue the well permits. Discussion ensued.

**Public Comment:** Greg Grewal spoke about the court approved study, and voiced that he did not agree with the numbers being presented. Mr. Grewal also spoke about Paso Robles City supplemental water, EPC and LAFCO.

**Board Comment:** Director Davis asked to give Mr. Grewal more time. After discussion with District General Counsel President Smiley granted six minutes for each public comment, with Mr. Grewal having three more minutes to speak.

**Public Comment:** Murray Powell, Templeton resident, spoke about the SMCSO opposing the EPC, rural wells and the proposed "Statement of Equity".

Blaine Reely spoke about some of the comments, with Mr. Grewal accusing him of providing false information, and asked if anyone had questions on the validity of the presentation to please present a formal letter with question on any of the information provided in tonight's presentation at the San Luis Obispo County Groundwater Sustainability department. Dr. Reely said that all information in tonight's meeting is factual and has back-up on how the information was collected.

Supervisor Bruce Gibson, San Luis Obispo District 2 Supervisor spoke about been accused of violating state statute and being accused of misrepresentation and dishonesty. Supervisor Gibson referring to public comment assured the San Miguel Board of Directors that there has been mistrust and inaccurate information provided. Supervisor Gibson noted to the Board President that Director Davis has accused him of taking bribes, and is an extremely serious charge with no basis in fact for that accusation and is defamation.

Greg Grewal, Creston resident was given his extra 3 minutes for public comment. Mr.

Grewal spoke about his history with the Paso Basin and documentation through the last 10 years. Mr. Grewal discussed City of Paso Robles water usage, state water code, and AB2453.

**Board Comment:** Director Kalvans voiced that protecting our water with integrity is very important for our community. Director Kalvans would like to move forward with forming a water planning commission.

*Informational item only*

**7. Non- District Reports:**

**1. San Luis Obispo County Organizations**

Verbal/Report

Sheriff Manuele emailed informing Board Clerk that he would be unavailable, due to the Mid-State Fair coverage.

**Board Comment:** None

**Public Comment:** None

**2. Community Service Organizations**

Verbal

Scott Young SMFA President updated the Board that the yearly Safe and Sane Fireworks sales went well and are able to sponsor Robert Rojas San Miguel Firefighter with \$4,500 to go to the Allen Hancock Fire Academy.

Director Kalvans voiced that the Lion's Club had a rib feed on July 4th, and sold out. The Lion's Club is having car parking off 23rd Street for the Mid-State Fair.

Michelle Hido, representative for the Friends of the San Miguel Library updated the Board of Directors that the San Miguel Library has had over 1,000 people come in last month and movies in park are doing well, with over 175 people showing up, the next Movie in the park is August 5th, 2023, at 8PM.

Director Smiley spoke about Community Organizations signage in town and updated the board on the progress.

**Board Comment:** None

**Public Comment:** None

**3. Camp Roberts—Army National Guard**

Verbal

None

**Board Comment:** None

**Public Comment:** None

**8. Staff & Committee Reports - Receive & File:**

**1. General Manager**

Receive verbal report

General Manager Kelly Dodds had nothing to report.

**2. District Counsel**

Receive verbal report

District General Counsel Christina Pritchard from White Brenner, had nothing to report.

**3. District Utilities**

Receive and File

General Manager Kelly Dodds submitted report as written and asked for questions. Mr. Dodds expressed that over the last few months there have been large leaks at customer residence and that the District needs to keep working on conservation. Water in the cooler parts of the day.

**Board Comment:** Director Kalvans asked about the District water meters. General Manager Kelly Dodds explained that the Districts meters are radio reads. Director Kalvans discussed an add-on that customers can put on their meters to monitor their water use. General Manager Kelly Dodds voiced that he was not aware of any add-on features that are compatible with our meters. Discussion ensued.

**Public Comment:** None

#### 4. **Fire Chief Report**

Receive and File

Fire Chief Scott Young submitted report as written and asked for any questions.

**Board Comment:** Director Davis asked where Fire Vehicle 8601 was located. Chief Young explained that Fire Vehicle was stationed at Rob Roberson house, and voiced that Mr. Roberson is an active Paid Call Firefighter (PCF) duty officer, and acts when Chief Young is unavailable. Chief Young updated the Board that he was gone for seven days at the "Rabbit Fire". with the San Miguel Fire Department.

Director Davis voiced that he thought Mr. Roberson had retired, and asked if he was hired back. Chief Young voiced that all PCF are considered employees, and the District pays works compensation on those PCF. Chief Young explained that per his contract he is also considered a PCF when out on assignment to a wild-land fire.

Director Davis asked if PCF Roberson still uses a District Credit Card. Chief Young explained again that when he is out of town, that someone has to be able to purchase things. Director Davis asked about how many PCF the Department has at this time and how many have their EMT credentials. Fire Chief Young explained that the District has approximately 14 PCF at this time, and would have to look into how many PCF have their EMT licenses Director Davis continued asking about the EMT certification and if the ones that do have their EMT license get re certified every 6 month as required. Chief Young explained that it is a every two years and continued education is required. Discussion ensued on how the San Miguel Fire Department is professional rescuer with basic life support (BLS), the District does not have advanced life support (ALS) capabilities.

**Public Comment:** Ashley Sangster San Miguel resident asked how many District PCF had credit cards. Fire Chief Young explained that only one PCF has an officer designation and that is PCF Roberson.

**Board Comment:** Director Smiley voiced that he has had the Discussion with Chief Young and he is satisfied with the explanation.

### **Adjourn to the San Miguel Community Services District Groundwater Sustainability Agency (GSA):**

Time: 7:52 PM

#### 9. **San Miguel Community Service District Groundwater Sustainability Agency (GSA)**

**Consent Calendar :**

**Public Comment:** Greg Grewal, Creston resident spoke about the EPC, and gave a brief history. Mr. Grewal expressed that San Miguel GSA has been paying its fair share since 2017.

**Motion By:** Rod Smiley

**Second By:** Anthony Kalvans

**Motion:** To Approve

Board Members	Ayes	Noes	Abstain	Absent
Berkley Baker	X			
Raynette Gregory	X			
Rod Smiley	X			
Anthony Kalvans	X			
Owen Davis		X		

**1. Paso Basin GSP WY 2022 Annual Report invoice.**

Receive and File invoice from County of San Luis Obispo for the San Miguel Community Services District Groundwater Sustainability Agency cost share of Water Year 2022 Annual Report

**10. San Miguel Community Service District Groundwater Sustainability Agency (GSA) Board Action Items:**

**1. Grand Jury report titled "Can One Wet Year Wash Away the Paso Robles Basin's Water Worries" (6-23-2023)**

Discuss County of San Luis Obispo Grand Jury report findings and recommendations. General Manger Kelly Dodds explained that he wanted to review the findings and recommendations from the Grand Jury Report. Finding starts on page 58, General Manager Kelly Dodds went through each finding and recommendations from the Grand Jury report from 6-23-2023. Discussion ensued.

Mr. Dodds explained that the responses have to be answered by the PBCC, and are required by September 21<sup>st</sup>.

**Public Comment:** Murray Powel Templeton resident, spoke about the process of responding to the Grand Jury report and how the responses will be discussed at a PBCC meeting in September and gave information on when input will be needed. Mr. Powel asked that the District add a link: [Dry Well Reporting System \(ca.gov\)](http://Dry Well Reporting System (ca.gov)) to the District website.

General Manager Kelly Dodds reminded the public that this is an informational item only and no action will be taken tonight. Discussion on time-frame ensued.

Greg Grewal Creston resident, spoke about the information that he gave the Grand Jury, and that the San Luis Obispo County District Attorney has that information. Mr. Grewal offered the information to San Miguel Board of Directors upon request.

**Board Comment:** Director Smiley reminded the public that the agenda and packet is posted at the District website: [www.sanmiguelcsd.org](http://www.sanmiguelcsd.org)

Director Baker asked how may private Wells where in San Miguel. General Manager Kelly Dodds explained that he would have to look, but that there is only a few and they are all on the San Lawrence Terrace.

Director Kalvans voiced that the District does have one industrial Well within the District boundaries. Discussion ensued on the water usage.

Director Kalvans discussed the MILR program, GSP for 2027, and voiced his agreement that over the years there have been other entities and organizations repeating what the GSP has tried to do.

General Manager Kelly Dodds explained that the questions will be answered as accurately as possible, and will be brought back to the SMGSA Board for review.

*Information item only*

**2. Paso Basin Cooperative Committee (PBCC) Statement of Equity (Dodds)**

Review the provided Statement of Equity and alternate Statement of Fairness and provide direction to the General Manager as appropriate.

Item presented by General Manager Kelly Dodds updating the Board of Directors that San Luis Obispo County District 2 Supervisor Bruce Gibson prepared this statement. In May the item was brought to the Board and was not approved, and it was also brought to the Paso Robles City Council and was also not approved.

**Board Comment:** Director Kalvans asked why Paso City did not approve the statement. Discussion ensued.

Director Smiley voiced that he still does not like to statement wording.

Director Davis voiced that he was not in favor of the statement.

General Manager Kelly Dodds informed the Board that unless directed, he is not proposing any statement, and is just bringing information from other agencies.

**Public Comment:** Greg Grewal Creston resident, spoke about the Correlative Rights Doctrine.

Murray Powel Templeton resident spoke about the April 26th PBCC meeting, that the Public is against this statement.

**Board Comment:** Director Baker asked what would be the purpose of the SMCSO drafting its own statement. General Manager Kelly Dodds explained that it is not a need for San Miguel to draft a separate statement, unless the Board is trying to relay something specific. Discussion on the State Water Code wording ensued.

Director Kalvans voiced that he did like the City of Paso Robles Council member Hamond listing out specific GSA's, and noted that the EPC was not one of them. Director Kalvans would like to see it listed that the PBCC does not think that water banking is equitable or equal.

Director Baker voiced that he would like to see that residential properties have priority.

Discussion ensued about reaffirming the State Water Code, making an Ad-Hoc Committee and the original intent of statement.

*Consensus of the Board is to not approve statement and to not submit other wording.*

**Reconvene to the San Miguel Community Service District Board of Directors:**

Time: 8:37 P.M.

**11. Consent Calendar:**

**Public Comment:** None

**Board Comment:** None

**Motion By:** Raynette Gregory

**Second By:** Rod Smiley

**Motion:** To Approve

Board Members	Ayes	Noes	Abstain	Absent
Berkley Baker	X			

Raynette Gregory	X			
Rod Smiley	X			
Owen Davis	X			
Anthony Kalvans				X

1. **06-22-2023 Draft San Miguel CSD and Groundwater Sustainability Agency Meeting Minutes (Parent)**  
Receive and File
2. **06-29-2023 Draft San Miguel CSD Special Meeting Minutes (Parent)**  
Receive and File
3. **Banking powers for Community Bank of Santa Maria**  
Approve RESOLUTION 2023-33 authorizing the General Manager, Fire Chief and Financial Officer banking powers for District accounts at the Community Bank of Santa Maria.
4. **Recognizing Ward Roney by Resolution (Dodds)**  
Approve RESOLUTION 2023-34 recognizing Ward Roney for his service to the Community of San Miguel.

**12. Board Action Items:**

1. **Discussion regarding public representations by Board members and Brown Act updates.**

None.

District General Counsel Pritchard, provided information on Chapter 5 of the San Miguel Board Member Handbook. District General Counsel Pritchard gave information on Directors Speaking for the "Board", Social Media and what constitutes a Brown Act violation. Counsel voiced that if a Director wanted to be "public" they could come off the diocese and speak as public.

**Board Comment:** Director Baker asked if he were to get information from the General Manager, could he then forward it to the other Directors. Counsel recommended that if it was only information; that it should be sent to other Directors as a BCC (Blind Carbon Copy). District General Counsel explained that there has to be responses/deliberation to be a Brown Act violation.

Director Kalvans spoke about setting special meeting dates. District Counsel discussed cases, and expressed use caution and that the Board Clerk would reach out to get director's schedules.

Director Davis asked about talking to one other Director, and if that is okay. District General Counsel explained that you and a Board Member can discuss things, but it can become a violation if one of you goes to a third board member and say, I had this conversation with this board member, and that is when it becomes a violation. Counsel Pritchard asked that if any of the Directors have a question to please contact her.

**Public Comment:** None

*Informational item only*

**2. Elect Board officers for remainder of 2023 (Dodds)**

Nominate and Elect Board of Director Officers for remainder of 2023

*This Item was presented after Agenda Item 4 (Pledge of Allegiance) Page 96*

General Manager Kelly Dodds presented item and gave a brief history, on item. Mr. Dodds asked the Board to decide if they would like to nominate a President and Vice-President or have just the vacant seat of President.

**Board Comment:** Director Baker voiced that he would like to have the Vice-President Gregory stay for the remainder of the year, as elected.

**Public Comment:** Greg Grewal Creston resident spoke about that Vice-President Director Gregory should keep her position for the remainder of the year, and only appoint for President.

**Board Comment:** Director Davis nominated Director Smiley for Board President. Director Smiley was asked if he accepted the nomination. Director Smiley accepted the nomination.

**Motion By:** Anthony Kalvans

**Second By:** Berkley Baker

**Motion:** To Approve to only appoint Board President

Board Members	Ayes	Noes	Abstain	Absent
Berkley Baker	X			
Raynette Gregory	X			
Rod Smiley	X			
Anthony Kalvans	X			
Owen Davis	X			

**Motion By:** Owen Davis

**Second By:** Berkley Baker

**Motion:** To Approve Appoint Director Smiley for Board President

Board Members	Ayes	Noes	Abstain	Absent
Berkley Baker	X			
Raynette Gregory	X			
Rod Smiley	X			
Anthony Kalvans	X			
Owen Davis	X			

**3. Financial Reports - June 2023 (Hido)**

Please *Review* the June 2023 SMCSD Financial Reports.

After the SMCSD Audit is completed, all adjusting journal entries are processed, and the 22/23 FY is closed- all Financial Reports that were presented for Review Only will be finalized. Those reports will then be presented to the Board for *Receive and File* approvals. Item presented by Financial Officer Michelle Hido updating the Board that the District Financials for June 2023 start on page 97. Mrs. Hido explained that it is the end of the fiscal year, and at this point she will only be asking the Board to review the financials. It was explained that they will be brought back to the Board to receive and file once the audit is done.

**Board Comment:** Director Baker asked what the percentage was on the increase. Financial Officer Michelle Hido explained that some vendors are increasing delivery cost and some vendors are increasing things across the board.

Director Kalvans asked about the Bank Credit Card expenses, and if it was paid off each month. Mrs. Hido explained that the credit card invoices are paid off monthly. The change in the layout of her staff report was to show the top five expenses for the month and did not want fill that up with recurring monthly charges.

Director Kalvans asked about the GFOA transparency certification and keeping the Board informed about the escrow account.

Director Baker voiced that he sees that the expected revenue is up across the funds. Financial Officer Michelle Hido explained that the District sold some surplus property that was not budgeted for, that revenue went back proportionally to all the funds. Discussion ensued on the budget and ongoing projects.

Director Kalvans asked about interest rates and district investments. Page 134-135 contains the investment portfolio.

**Public Comment:** None

#### 4. **RFQ for Certified Public Accountant consultation services**

Authorize the General Manager to circulate an RFQ for Certified Public Accountant consultation services

Item was presented by General Manager Kelly Dodds asking the Board to approve the release of a Request for Qualifications (RFQ) for a CPA. Mr. Dodds explained that currently the District has a consultant that works with the District to assure that the Financial Officer and District are complying with District policy and procedures. It was explained that this item is just to release the RFQ, and once proposals are collected and reviewed by the General Manager a recommendation will be brought back to the Board.

**Board Comment:** Director Smiley clarified that staff was looking for a consensus of the Board.

**Public Comment:** Ashley Sangster San Miguel resident asked why it would not be sent out as a Request for Proposal (RFP), due to the cost, and spoke about the process.

District General Counsel Pritchard informed the Board of Directors that with an RFQ, you are allowed to consider the person with the best qualifications and feels that this is the best thing for the District.

**Board Comment:** Director Baker asked for clarification on the RFQ that reads RFP. It was explained that that front page will be changed to read RFQ and the date will be July 28th.

General Manager Kelly Dodds also explained that the average yearly cost is twenty-five thousand dollars and that the goal is to contract with the best qualified firm. Discussion on process ensued.

Director Davis voiced that he is opposed to authorizing the releasing of anything because when they authorize the General Manger to release anything it cost a lot of money and a CPA should come in front of the Board of Directors.

General Manager Kelly Dodds explained that there is a provision in the RFQ for interviews, but again this is to release the RFQ to let the CPA firms know what we are looking for.

Director Davis asked how much it would cost. General Manager Kelly Dodds explained that on average CPA cost is twenty-five thousand dollars a year, but the cost to release the RFQ will be minimal because the RFQ will be emailed out.

Director Davis voiced that our current CPA is very capable, and the District should keep them as the District CPA.

General Manager Kelly Dodds explained that at this point the District has an expired

contract with the current CPA through, Coblenz, Biehle & Cramer. Discussion ensued about submitting a proposal, and cost of services.

**Motion By:** Rod Smiley

**Second By:** Anthony Kalvans

**Motion:** To Authorize the General Manager to release RFQ

Board Members	Ayes	Noes	Abstain	Absent
Berkley Baker	X			
Raynette Gregory	X			
Rod Smiley	X			
Anthony Kalvans	X			
Owen Davis		X		

**5. SLT Tank inspection, diving and cleaning.**

Review and approve RESOLUTION 2023-35 authorizing the General Manager to contract with Advanced Technical Services Inc (ATS) and a budget adjustment for the inspection and cleaning of the SLT Water Tank.

Item Presented by General Manager Kelly Dodds, and explained that the San Lawrence Terrace (SLT) water tank needs to be clean and inspect. During the last Sanitary Survey, by the Department of Drinking Water (DDW), one of the items noted to be addressed was to inspect both water tanks and provide reports to the DDW. Advanced Technical Services Inc (ATS) will inspect the tanks and provide a condition report for the District to move forward with repairs or replacement as necessary. General Manager Kelly Dodds explained that this was being brought to the Board of Directors because it was not budgeted, and the project would be using Capita Funds.

**Board Comment:** Director Baker asked if this was put out to bid and was this the only company in the area. General Manager Kelly Dodds explained that the project did not go out to bid. Mr. Dodds explained that there are companies further out and in neighboring states. The cost is below the threshold for bidding, and discussion on funding capital ensued.

Director Kalvans spoke on the last bid with ATS, and that they were the only bidder.

Director Gregory asked how the tank would be cleaned. General Manager Kelly Dodds explained the process, that the Tank will be drained, and the tank will be cleaned.

Director Baker asked if the Tank water could be used then cleaned. Mr. Dodds explained that to run the tank down naturally would make the District be in violation of pressure requirements.

Director Davis voiced that he should utilize it with the houses and put in a booster pump. General Manager Kelly Dodds explained that the District would have to buy a booster pump. Director Davis voiced that he has already proposed having a booster pump at that tank. Discussion on water permit ensued.

**Public Comment:** None

**Motion By:** Raynette Gregory

**Second By:** Anthony Kalvans

**Motion:** To Approve Resolution 2023-35

Board Members	Ayes	Noes	Abstain	Absent
Berkley Baker	X			
Raynette Gregory	X			
Rod Smiley	X			
Anthony Kalvans	X			
Owen Davis	X			

**6. Change order for Machado Wastewater Treatment Facility Design contract**

Review and approve amendment #1 in an amount NTE of \$43,136.50 to 10/5/22 Contract with Wallace Group for the design of the Machado Wastewater Treatment Plant expansion. Item was presented by General Manager Kelly Dodds explaining that in October 2022 the Board approved a contract with Wallace Group for the design and engineering for the Machado Wastewater Treatment Facility expansion. Through the initial design process various aspects of the project have changed to increase operability, efficiency and reduce construction costs. The attached Amendment #1 is representative of the additional design changes.

**Board Comment:** Director Davis voiced that it looks like nothing is allocated to the upgrade of the treatment facility, only the "Taj Mahal", and feels that it is a waste of money. Director Davis voiced that the District should move forward with the upgrade of the WWTF and leave the "Taj Mahal" later, and the cost is ridiculous and not needed. Director Davis spoke about the Fire Department temporary housing, and how that was not thought out and now if the Fire Department wants to move forward, they have to put in curb and cutters.

Director Gregory spoke about the special meeting on the design of the building and expressed to Director Davis that he had input and was happy with the design.

Director Davis voiced that he was not happy with it and asked how much has been spent on engineering so far. General Manager Kelly Dodds explained that he did not have the accurate number off-hand but asked that Director Davis come to his office to review. Mr. Dodds explained that this change order is for mechanical and structural engineering, and that a multitude of things have changed with this project. Discussion ensued on the state requirements of things that we must provide our employees, and requirements for the treatment process.

Director Davis discussed the perceived background and the Fire Department meeting room. General Manager Kelly Dodds explained to Director Davis that the facility that was proposed to the Board is an office building that will accommodate what we need administrative wise and a facility to successfully operations of our utility. The Facility will have a meeting room that will be big enough to accommodate our board Meetings and would be available for utility class work, outside agency classwork, and if the Fire Department would like to use it for meeting, training events its a room that is available. Mr. Dodds explained that the design is for the entire plant, and some of it is needed immediately, some can wait but all are deemed necessary. Discussion ensued about the process, grants and the need for the community.

Director Baker voiced that he understands that things have changed in the plans, but asked if these are changes that the Wallace Group did not account for when they initially bid. Director Baker asked about the 15% sub-consultant markup provision, and voiced with his background his is very skeptical of change orders. General Manager Kelly Dodds explained that some of the changes are because the original bid specs listed out different sized buildings, and some of the changes are because of assumptions that were made in the bid

packet are not accurate today. Director Baker asked who was responsible for that bid packet. General Manager Kelly Dodds explained that he and the engineer are responsible for that bid packet. Mr. Dodds clarified that none of the entities that benefit from this change order were involved with the bid packet, and that the bid packet was produced with the information that was available at the time.

Director Kalvans voiced that he has always had an issue with the Wallace Group, and would like to see that the proposed building is not an eye sore for San Miguel.

Director Smiley voiced that the design plan had been explained in detail and would like everyone to remember that this is not for right now, it is for the future of the community thirty years from now. Director Smiley voiced that it will only cost more if we wait, and that the grant money is coming.

**Public Comment:** Ashley Sangster San Miguel resident asked about the previous grant money spent on design, mechanical engineering and Cloacina.

General Manger Kelly Dodds clarified that Cloacina is contracted for essentially the pad and up, and everything evolved with the MBR.

**Motion By:** Raynette Gregory

**Second By:** Rod Smiley

**Motion:** To Approve

Board Members	Ayes	Noes	Abstain	Absent
Raynette Gregory	X			
Rod Smiley	X			
Anthony Kalvans	X			
Berkley Baker		X		
Owen Davis		X		

**7. Water rate information requested at 6/22/23 SMCS D Board Meeting**

Receive and discuss information requested at the 6/22/2023 Board meeting.

Item was present by General Manager Kelly Dodds expressing that the staff report goes over question from the last meeting.

**Board Comment:** Director Davis voiced that Mr. Dodds did answer the question but voiced that he should have known the answer at the last meeting before proposing the Prop 218 for a rate increase. Mr. Dodds asked if Director Davis would like to go through the questions.

Director Davis talked about the the funds in the Capital Reserves, fund collections question that was asked. General Manager Kelly Dodds explained that all fund balances are listed in the monthly financials. Director Davis voiced that he sees that the information was reported in this meeting, but it is after the fact and the Prop 218 should be thrown out. Discussion ensued about how the Prop 218 process works.

Director Davis voiced that the public hearing notice protest section has a date incorrect, and everything regarding the rate increase should be thrown out, and re-voted on.

District General Counsel Pritchard recommended that the Public Hearing Notice be resent, and the public hearing be postponed until September 2023.

Director Baker voiced that there is some confusion with the dates on the notice, so it should be resent and pushed out one month.

**Public Comment:** Ashley Sangster San Miguel resident, spoke about the date confusion and agreed that the public hearing should be postponed to September.

**Motion By:** Berkley Baker

**Second By:** Anthony Kalvans

**Motion:** To Postpone Prop 218 Public Hearing to September 22nd Board Meeting, and resend notice

Board Members	Ayes	Noes	Abstain	Absent
Berkley Baker	X			
Raynette Gregory	X			
Rod Smiley	X			
Anthony Kalvans	X			
Owen Davis	X			

**13. Board Comment:**

Director Davis informed the rest of the Board that he has asked General Manager Kelly Dodds for District Well Logs and feels that Directors should be able to have a copy of them. Director Davis also asked how much has been spent to legal for the Steinbeck litigation. General Manager Kelly Dodds asked if that is what he would like on the agenda, or meet with him. Director Davis stated that he would like the Steinbeck attorney cost on the Agenda. District General Counsel explained that falls under attorney client privilege, and is confidential until the litigation is settled. It was also explained that Director Davis or any other Director can have that information but it is confidential.

Director Kalvans voiced that he would like to discuss creating a planning commission as part of the San Miguel CSD.

Director Kalvans also asked to discuss the EPC and LAFCO.

Director Kalvans would like to discuss putting an American flag on the .65 million gallon tank, a low priority.

Director Smiley asked about a Planning Commission, and thought that we asked about that at the last meeting, but was something the CSD could not do. District Legal Counsel explained that at the last meeting Land Use Authority was discussed and that authority is reserved for the County, but can research information on Planning Commission.

**14. Adjourn to Closed Session/Closed Session Agenda:**

**Public Comment:** None

At 10:07 PM

**1.**

**Conference with Legal Counsel- Anticipated Litigation**

**Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of section 54956.9: One (1) matter**

Direction to staff.

**15. Report out of Closed Session:**

Direction to staff

**16. Adjournment to Next Regular Meeting:**

At: 10:47 P.M.

**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

**August 24, 2023**

**AGENDA ITEM: 10.1**

**SUBJECT:** Financial Reports - July 2023 (Hido)

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**SUGGESTED ACTION:**

Please *Review* the July 2023 SMCSD Financial Reports.

After the SMCSD Audit is completed, all adjusting journal entries are processed, and the 22/23 FY is closed- all Financial Reports that were presented for Review Only will be finalized. Those reports will then be presented to the Board for *Receive and File* approvals.

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**DISCUSSION:**

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**FISCAL IMPACT:**

None

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PREPARED BY: Michelle Hido

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# San Miguel Community Services District JULY 2023 Financial Report

August 10<sup>th</sup>, 2023

**BOARD ACTION:** Review the enumeration of Financial Reports for July 2023

**JULY 2023 Revenue:** \$277,184.97

Sales Revenue 75.4%, Property Taxes 6.7%, Franchise Fees 1.4%, Other 16.5%

**JULY 2023 Expenses:** \$411,612.62

The District's THU Loan escrow account at Community Bank of Santa Maria was compromised on 6/9/2023, as of July 11<sup>th</sup> all fraudulent charges have been credited back to the C.S.D.'s account.

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## **FIRE DEPT PROJECTS:**

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

JULY costs: \$0

Project costs to date: \$7,944.34 (40% spent)

Status: In Process

Fire Temporary Housing Unit

JULY costs: SLO County – Fee Waiver Applications \$590.68, WSC Engineering - \$1,157.50

Resolution 2022-21, 22: Budget: \$274,378.95 Escrow amount used: \$117,895.68 (42.97% spent)

Costs not paid through Escrow to date: \$14,623.34

Status: In Process

Total THU Project costs to date: \$132,519.02 (does not include June's fraudulent activity)

Fire Station Remodel- Budget: none

JULY costs: \$0

Project costs to date: \$3,545.34

Status: In Process

Resolution 2022-31 Fire Station Code Enforcement Violation- Budget: \$46,500.00

JULY costs: A1 Glass – Window film replacement \$547.88

Project costs to date: \$41,043.96 (88.27% spent)

Status: In Process

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## **UTILITY DEPT PROJECTS:**

WWTF Expansion Resolution 2021-20, 32, 34, 2022-43, 2023-21- by SWRCB Order June 2018

JULY costs: Wallace Group – Engineering \$50,263.31

Project costs to date: \$888,113.66

Status: In Process

WWTF Resolution 2021-33: MBR- Budget: \$206,835.37/\$6,894,512.30

JULY costs: \$0

Project costs to date: \$167,965.65 (81% spent)

Status: In Process

**San Miguel Community Services District  
JULY 2023 Financial Report**

WWTF Resolution 2021-35: Headworks- Budget: \$250,231.00

JULY costs: \$0  
Status: Started

WWTF Resolution 2022-04: WSC – NOI for Permit- Budget: \$50,000.00

JULY costs: \$0  
Project costs to date: \$18,075.00 (36% spent)  
Status: In Process

WWTF Resolution 2022-66: SLT Tank & Booster Pump- Budget: \$22,960.00

JULY costs: SLO Clerk, Easement, Right of Way review - \$970.39  
Project costs to date: \$26,705.00 (116% spent)  
Status: In Process

WWTF Resolution 2022-67: Recycled Water Pipeline- Budget: \$217,355.00

JULY costs: \$0  
Project costs to date: \$18,526.75 (9% spent)  
Status: In Process

WWTF Resolution 2022-64: 0.65M Tank Inspection & Coating Repair- Budget: \$67,660.00

JULY costs: \$0  
Project costs to date: \$11,360.00 (17% spent)  
Status: Started

**LEGAL SERVICES**

**2022/23 LEGAL EXPENSES TO DATE:**

JULY Legal bills: MAY 2023

BOARD MEETINGS:	\$ 12,257.49
CSD BOARD REQUESTS:	\$ 1,160.92
FIRE:	\$ 3,715.60
GENERAL CSD/ADMIN:	\$ 30,600.00
GENERAL HR AND HR CONTRACTS:	\$ 43,456.72
HR INVESTIGATION/ARBITRATION:	\$ -
PUBLIC RECORDS REQUESTS:	\$ 794.58
RECALL:	\$ 1,310.39
SEWER:	\$ 9,390.30
SOLID WASTE:	\$ 8,013.20
WATER:	\$ 2,625.80

**TOP 5 GENERAL OPERATING EXPENSES** (at the time of this report):

- SDRMA \$118,104.42 – FY 23/24 Property/Liability and Worker’s Comp
- PNC Equip Finance \$47,082.69 – 8668 FY 22/23 payment
- Bartle Wells Assoc \$13,262.40 – Water Rate Study- May hours
- LAFCO \$9,662.62 – FY 23/24 Agency Contribution
- Jose Ventura \$5,150.00 – Weed Abatement

**San Miguel Community Services District**  
**JULY 2023 Financial Report**

**MONTHLY RECURRING EXPENSES** (at the time of this report):

CalPERS (Employer costs only)	\$28,948.77
PG&E (Facilities & Lighting)	\$18,641.88
US Bank SMCSD Credit Cards	\$4,485.98
WEX Bank SMCSD District Vehicle Fuel	\$1,079.36

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The information provided is current as of the time of this report.

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**RECOMMENDATION:**

Please Review the July 2023 SMCSD Financial Reports.

After the 2022/23 SMCSD Audit is completed, all adjusting journal entries are processed, and the 2022/23 FY is closed- all Financial Reports that were presented for Review only will be finalized and presented to the Board for Receive and File approvals.

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**PREPARED BY:**

Michelle Hido, SMCSD Financial Officer

**REVIEWED BY:**

Kelly Dodds, SMCSD General Manager

**RECORD OF REIMBURSEMENTS FOR INDIVIDUAL CHARGES OF  
\$100.00 OR MORE  
TO SMCSO OFFICERS AND EMPLOYEES**

**CA GOV CODE 53065.5  
FISCAL YEAR 2022-23**

Date	Recipient	Description	Amount	Check #
01/23/23	JOSE VENTURA	DUMP RUN	\$ 300.00	20096
02/08/23	JOSE VENTURA	CONF SPACE EDUCATION REIMBURSE	\$ 204.70	20125
03/09/23	JOSE VENTURA	HAZMAT/DECON EDU REIMBURSEMEN	\$ 307.05	20180
11/30/22	PARENT, TAMARA	CSDA- BOARD CLRK per diem	\$ 296.00	20046
07/26/22	PASLAY, TREVOR	CERT APP D3 & T2	\$ 165.00	19820
09/20/22	PASLAY, TREVOR	UNIFORM PANTS	\$ 168.52	19915
12/14/22	PASLAY, TREVOR	BOOTS	\$ 168.55	20047
01/30/23	PASLAY, TREVOR	DMV PHYSICAL	\$ 150.00	20131
08/29/22	PITTMAN, DUSTIN	UNIFORM PANTS	\$ 190.26	19886
09/20/22	PITTMAN, DUSTIN	BOOT ALLOWANCE	\$ 175.00	19917
05/17/23	PITTMAN, DUSTIN	DMV PHYSICAL	\$ 150.00	20294
02/08/23	ROJAS, ROBERT	CONF SPACE EDUCATION REIMBURSE	\$ 204.70	20133
03/09/23	ROJAS, ROBERT	HAZMAT/DECON EDU REIMBURSEMEN	\$ 307.05	20182
08/29/22	SOBOTKA, MICHAEL	082522 UNIFORM PANT&BOOTS PER	\$ 439.53	19888
			\$ 3,226.36	

**2021 California Code**

**Government Code - GOV**

**TITLE 5 - LOCAL AGENCIES**

**DIVISION 2 - CITIES, COUNTIES, AND OTHER AGENCIES**

**PART 1 - POWERS AND DUTIES COMMON TO CITIES, COUNTIES, AND OTHER AGENCIES**

**CHAPTER 1 – General**

**ARTICLE 4 - Miscellaneous**

**Section 53065.5.**

Each Special District, as defined by subdivision (a) of Section 56036, shall, at least annually, disclose any reimbursement paid by the District within the immediately preceding fiscal year of at least one hundred dollars (\$100) for each individual charge lodging for one day, transportation, or a registration fee paid to any employee or member of the governing body of the District. The disclosure requirement shall be fulfilled by including the reimbursement information in a document published or printed at least annually by a date determined by that District and shall be made available for public inspection.

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
9398	20355S	639 ACCURATE MAILING SERVICE	1,111.59						
	SMCSD PROP 218	RATE INCREASE							
1	15621	07/10/23 PROP 218 WATER RATE INCREASE	1,111.59			50 65000	393		10200
		<b>Total for Vendor:</b>	<b>1,111.59</b>						
9412	20356S	689 AMAZON CAPITOL SERVICES	183.65						
	139M-PT7P-MDFN								
1	139M-PT7P	07/01/23 GLOVES DOUBLE DIPPED	49.60			40 64000	348		10200
2	139M-PT7P	07/01/23 HIGH PRESSURE WASHER HOSE	134.05			40 64000	490		10200
9413	20356S	689 AMAZON CAPITOL SERVICES	124.40						
	1KDW-7PHX-N6KV								
1	1KDW-7PHX	07/01/23 PARTICULATE FILTER	62.20			40 64000	348		10200
2	1KDW-7PHX	07/01/23 PARTICULATE FILTER	62.20			50 65000	348		10200
9414	20356S	689 AMAZON CAPITOL SERVICES	100.18						
	1KXY-CD1W-L6QD								
1	1KXY-CD1W	07/01/23 NEW FY SUPPLIES, PENS, FAST	5.01			30 63000	410		10200
2	1KXY-CD1W	07/01/23 NEW FY SUPPLIES, PENS, FAST	45.08			40 64000	410		10200
3	1KXY-CD1W	07/01/23 NEW FY SUPPLIES, PENS, FAST	45.08			50 65000	410		10200
4	1KXY-CD1W	07/01/23 NEW FY SUPPLIES, PENS, FAST	5.01*			60 66000	410		10200
		<b>Total for Vendor:</b>	<b>408.23</b>						
9407	20357S	743 API ATLAS PERFORMANCE	2,200.00						
1	RI141687	07/06/23 JULY CSD OFFICE TRAILER RENT	110.00			30 63000	949		10200
2	RI141687	07/06/23 JULY CSD OFFICE TRAILER RENT	990.00			40 64000	949		10200
3	RI141687	07/06/23 JULY CSD OFFICE TRAILER RENT	990.00			50 65000	949		10200
4	RI141687	07/06/23 JULY CSD OFFICE TRAILER RENT	110.00			60 66000	949		10200
		<b>Total for Vendor:</b>	<b>2,200.00</b>						
9399	-99153E	714 AT&T MOBILITY	95.65						
	FIRE CELL PHONES								
1	07102023	07/02/23 JUNE FIRE CELL PHONE - ROBER	50.34			20 62000	465		10200
2	07102023	07/02/23 JUNE FIRE CELL PHONE - YOUNG	45.31			20 62000	465		10200
		<b>Total for Vendor:</b>	<b>95.65</b>						

\* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
9449	20378S	548 BARTLE WELLS ASSOCIATES	13,262.40						
2022	Rate Study	RES 2022-37							
2	565B-1008	07/12/23 RATE STUDY 2022-37 MAY HRS	13,262.40			50 65000	432	22005	10200
		<b>Total for Vendor:</b>	<b>13,262.40</b>						
9444	20379S	631 CALIFORNIA SCHOOL BOARDS	1,500.00						
		GASB AMM REPORT							
1	07/19/23	GASB Report 22/23	450.00			20 62000	325		10200
68227-Q3L0W9									
2	07/19/23	GASB Report 22/23	45.00			30 63000	325		10200
68227-Q3L0W9									
3	07/19/23	GASB Report 22/23	480.00			40 64000	325		10200
68227-Q3L0W9									
4	07/19/23	GASB Report 22/23	480.00			50 65000	325		10200
68227-Q3L0W9									
5	07/19/23	GASB Report 22/23	45.00			60 66000	325		10200
68227-Q3L0W9									
		<b>Total for Vendor:</b>	<b>1,500.00</b>						
9446	20380S	87 CALIFORNIA WATER ENVIRONMENT	95.00						
		ID: 396350 T. PASLAY							
		CWEA MEMBERSHIP Renewal Fees							
1	396350	07/31/23 CSM-G1 RENEWAL PASLAY	95.00			40 64000	386		10200
		<b>Total for Vendor:</b>	<b>95.00</b>						
9470	-99141E	416 CALPERS	17,556.00						
		Annual Unfunded Accrued Liability Actuarial Valuation for HOLMES & MAULE							
2	17214555	07/01/23 Annual UAL 2023/24	8,778.00			40 64000	225		10250
3	17214555	07/01/23 Annual UAL 2023/24	8,778.00			50 65000	225		10250
9472	-99140E	416 CALPERS	200.00						
		TX FOR CALPERS MS LATE FEE							
1	17203329	07/01/23 TX FOR CALPERS MS LATE FEE	200.00			40 64000	225		10250
		<b>Total for Vendor:</b>	<b>17,756.00</b>						

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
9389	-99154E	67 CHARTER COMMUNICATIONS	648.98						
	Acct# 212691601	Spectrum Enterprise Internet							
	Service 7/01/23 - 7/30/23								
1	07/01/23	JULY INTERNET LIFT STATION	119.98			40 64000	375		10200
2	07/01/23	JULY WWTF FIBER	10.58			30 63000	375		10200
3	07/01/23	JULY WWTF FIBER	253.92			40 64000	375		10200
4	07/01/23	JULY WWTF FIBER	253.92			50 65000	375		10200
5	07/01/23	JULY WWTF FIBER	10.58			60 66000	375		10200
9427	-99149E	67 CHARTER COMMUNICATIONS	129.98						
	Acct# 8245 10 105 0027311	Spectrum Business Internet/Voice							
	Service 7/11/23 - 8/10/23								
1	7311071123 07/11/23	JULY Internet/Voice FIRE	129.98			20 62000	375		10200
		<b>Total for Vendor:</b>	<b>778.96</b>						
9394	20358S	712 CIO SOLUTIONS	1,751.00						
3	103250-123 06/30/23	SURFACE GO, CASE, PEN	875.50*			40 64000	475		10200
4	103250-123 06/30/23	SURFACE GO, CASE, PEN	875.50*			50 65000	475		10200
		<b>Total for Vendor:</b>	<b>1,751.00</b>						
9445	20381S	753 COUNTY OF SAN LUIS OBISPO	234.53						
1	2023-002-A 07/19/23	GSP WY 2022 RPT- GSI00667.	234.53			50 65000	324		10200
		<b>Total for Vendor:</b>	<b>234.53</b>						
9403	20359S	252 COUNTY OF SLO PUBLIC WORKS	323.90						
	COUNTY RIGHT OF WAY REVIEW								
1	2931 06/30/23	RIGHT OF WAY REVIEW	323.90			50 65000	961		10200
		<b>Total for Vendor:</b>	<b>323.90</b>						
9410	20360S	654 CULLIGAN WATER	41.87						
1	06/30/23	JUNE WATER DELIVERY	20.94			40 64000	305		10200
2	06/30/23	JUNE WATER DELIVERY	20.93			50 65000	305		10200
		<b>Total for Vendor:</b>	<b>41.87</b>						

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
9390 1	20361S 381952A	112 FGL - ENVIRONMENTAL ANALYTICAL 07/07/23 WASTEWATER INFLUENT WET CHEM	189.00 189.00			40 64000	355		10200
9391 1	20361S 381951A	112 FGL - ENVIRONMENTAL ANALYTICAL 07/07/23 WWTF LIFT STATION WET CHEM	89.00 89.00			40 64000	355		10200
9392 1	20361S 382097A	112 FGL - ENVIRONMENTAL ANALYTICAL 07/06/23 ARSENIC MONITORING METALS	123.00 123.00			50 65000	358		10200
9458 1	20382S 382199A	112 FGL - ENVIRONMENTAL ANALYTICAL 07/17/23 ROUTINE MONITORING	368.00 368.00			50 65000	359		10200
9459 1	20382S 382050A	112 FGL - ENVIRONMENTAL ANALYTICAL 07/17/23 WASTEWATER INFLUENT WET CHEM	154.00 154.00			40 64000	355		10200
9460 1	20382S 382051A	112 FGL - ENVIRONMENTAL ANALYTICAL 07/17/23 WATER SUPPLY MONITORING	88.00 88.00			40 64000	355		10200
9461 1	20382S 382049A	112 FGL - ENVIRONMENTAL ANALYTICAL 07/17/23 EFFLUENT MONITORING METALS	247.00 247.00			40 64000	355		10200
9462 1	20382S 382048A	112 FGL - ENVIRONMENTAL ANALYTICAL 07/17/23 WWTF LIFT STATION WET CHEM	89.00 89.00			40 64000	355		10200
9463 1	20382S 382153A	112 FGL - ENVIRONMENTAL ANALYTICAL 07/18/23 WWTF LIFT STATION WET CHEM	89.00 89.00			40 64000	355		10200
9464 1	20382S 382152A	112 FGL - ENVIRONMENTAL ANALYTICAL 07/18/23 WASTEWATER INFLUENT WET CHEM	189.00 189.00			40 64000	355		10200
9465 1	20382S 382256A	112 FGL - ENVIRONMENTAL ANALYTICAL 07/20/23 GROUP A MONITORING	163.00 163.00			50 65000	359		10200

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
9466	20382S	112 FGL - ENVIRONMENTAL ANALYTICAL	123.00						
1	382198A	07/25/23 ARSENIC MONITORING METALS	123.00			50 65000	358		10200
		<b>Total for Vendor:</b>	<b>1,911.00</b>						
9451	20383S	114 FIRE CHIEFS ASSOC OF SLO COUNTY	275.00						
2022/2023		CISM MEMBERSHIP FEE							
1	2023-CISM	07/12/23 23/24 CISM MEMBERSHIP	275.00			20 62000	385		10200
9452	20383S	114 FIRE CHIEFS ASSOC OF SLO COUNTY	2,000.00						
2023-2024		HAZ MAT Membership Fee							
1	2023-HM	07/12/23 Haz Mat Membership Fee 2023/2	2,000.00			20 62000	710		10200
9453	20383S	114 FIRE CHIEFS ASSOC OF SLO COUNTY	50.00						
2023/2024		Membership Fee							
1	2023-M	07/01/22 2023/2024 Membership Fee	50.00			20 62000	385		10200
		<b>Total for Vendor:</b>	<b>2,325.00</b>						
9386	-99155E	308 FRONTIER COMMUNICATIONS (412-5)	64.40						
		Acct #8054672818010412-5							
		Service from 06/22/23-07/21/23							
		FS/CSD ALARM							
1	06/22/23	JULY FIRE STATION ALARM	64.40			20 62000	375		10200
		<b>Total for Vendor:</b>	<b>64.40</b>						
9420	20362S	125 GREAT WESTERN ALARM	35.00						
		GW-661							
		Service Period: 7/2023							
1	2306005451	07/01/23 JULY Alarm Monitoring	35.00			20 62000	380		10200
9425	20384S	125 GREAT WESTERN ALARM	100.00						
		A0702 UTILITIES EMERGENCY							
		Service Period: 8/2023							
1	230702242	08/01/23 AUG Answering Service	50.00			40 64000	380		10200
2	230702242	08/01/23 AUG Answering Service	50.00			50 65000	380		10200

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
9426	20384S	125 GREAT WESTERN ALARM	35.00						
GW-661 Service Period: 8/2023									
1	2307005451	08/01/23 AUG Alarm Monitoring	35.00			20 62000	380		10200
<b>Total for Vendor:</b>			<b>170.00</b>						
9401	20363S	626 JOHN DEER FINANCIAL	12.80						
1	838005	06/22/23 HARDWARE	6.40			40 64000	351		10200
2	838005	06/22/23 HARDWARE	6.40			50 65000	351		10200
<b>Total for Vendor:</b>			<b>12.80</b>						
9409	20364S	722 JOSE VENTURA	5,150.00						
2023 WEED ABATEMENT									
1	07/04/22	2023 WEED ABATEMENT	5,150.00*			20 62000	503		10200
<b>Total for Vendor:</b>			<b>5,150.00</b>						
9396	20365S	633 KELLY-MOORE PAINTS	126.54						
1	169148	07/07/23 KEL-GUARD PAINT	126.54			50 65000	353		10200
9397	20365S	633 KELLY-MOORE PAINTS	118.69						
1	130278	07/11/23 ZERO RUST PAINT	118.69			50 65000	353		10200
9448	20385S	633 KELLY-MOORE PAINTS	289.81						
1	129348	06/02/23 PAINT	289.81			50 65000	353		10200
<b>Total for Vendor:</b>			<b>535.04</b>						
9457	20386S	649 MBS LAND SURVEYS	595.00						
1	18-284.1-4	07/12/23 SLT REVISIONS,CAL EASEMENT	595.00			50 65000	961		10200
<b>Total for Vendor:</b>			<b>595.00</b>						
9406	20366S	602 MULLAHEY CHRYSLER DODGE JEEP RAM	118.35						
Truck #U8632									
1	69065	06/15/23 U-8632 OIL CHANGE & INSPECTION	59.18			40 64000	354		10200
2	69065	06/15/23 U-8632 OIL CHANGE & INSPECTION	59.17			50 65000	354		10200
<b>Total for Vendor:</b>			<b>118.35</b>						

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
9443	20387S	17 N. REX AWALT CORPORATION	141.07						
1	21056	07/21/23 PVC FITTINGS	141.07			40 64000	582		10200
		<b>Total for Vendor:</b>	<b>141.07</b>						
9404	20367S	182 NAPA AUTO PARTS	30.74						
1	194184	07/03/23 8634 ANTIFREEZE	15.37			40 64000	354		10200
2	194184	07/03/23 8634 ANTIFREEZE	15.37			50 65000	354		10200
9405	20367S	182 NAPA AUTO PARTS	41.31						
1	194188	07/03/23 DIESEL TANK FUEL PUMP	20.65			40 64000	351		10200
2	194188	07/03/23 DIESEL TANK FUEL PUMP	20.66			50 65000	351		10200
		<b>Total for Vendor:</b>	<b>72.05</b>						
9419	20368S	701 NICK'S TELECOM	1,044.80						
1	7184	06/28/23 8696 RADIO REPAIRS	1,044.80			20 62000	351		10200
9450	20388S	701 NICK'S TELECOM	170.00						
1	7201	07/10/23 8696 RADIO REPAIRS	170.00			20 62000	351		10200
		<b>Total for Vendor:</b>	<b>1,214.80</b>						
9455	-99145E	208 PG&E #6480-8	1,138.55						
Acct #8565976480-8									
1	07/18/23	12th & K 8565976725	10.12			30 63000	381		10200
2	07/18/23	11TH STREET - 8562053214	49.36			30 63000	381		10200
3	07/18/23	RIO MESA CIR - 8564394360	24.44			30 63000	381		10200
4	07/18/23	VERDE/RIO MESA - 8560673934	61.12			30 63000	381		10200
5	07/18/23	Mission Heights - 8565976482	177.53			30 63000	381		10200
6	07/18/23	Tract 2605 - 8565976109	38.04			30 63000	381		10200
7	07/18/23	9898 River Rd. - 8565976002	367.61			30 63000	381		10200
8	07/18/23	9898 River Rd. - 8565976004	45.81			30 63000	381		10200
9	07/18/23	9898 River Rd. - 8565976008	215.11			30 63000	381		10200
10	07/18/23	9898 River Rd. - 8565976014	74.19			30 63000	381		10200
11	07/18/23	9898 River Rd. - 8565976481	54.03			30 63000	381		10200
12	07/18/23	9898 River Rd. - 8565976483	21.19			30 63000	381		10200
		<b>Total for Vendor:</b>	<b>1,138.55</b>						

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
9454	-99146E	209 PG&E #6851-8	17,503.33						
Acct #3675186851-8									
1	07/19/23	Old Fire Station/1297 L St	28.16			20 62000	381		10200
2	07/19/23	Fire Station/1150 Mission	10.85			20 62000	381		10200
3	07/19/23	Water Works #1/Well 3	3,629.67			50 65000	381		10200
4	07/19/23	Bonita Pl & 16th/Well 4	2,565.81			50 65000	381		10200
5	07/19/23	N St/WWTF	10,612.79			40 64000	381		10200
6	07/19/23	2HP Booster Station	10.85			50 65000	381		10200
7	07/19/23	Mission Heights Booster	10.85			50 65000	381		10200
8	07/19/23	14th St. & K St.	114.33			50 65000	381		10200
9	07/19/23	942 Soka Way lift station	103.94			40 64000	379		10200
10	07/19/23	Missn&12th Landscape-St light	142.65			30 63000	381		10200
11	07/19/23	SLT Well	273.43			50 65000	381		10200
<b>Total for Vendor:</b>			<b>17,503.33</b>						
9368	20353S	685 PNC EQUIPMENT FINANCE	47,082.69						
7/24/2022-7/23/2023 CONTRACT# 98992197-1									
1	1707427	05/25/23 8668 ENGINE PAYMT FY 22/23	36,397.19			20 62000	981		10200
2	1707427	05/25/23 8668 ENGINE PAYMT FY 22/23	10,685.50			20 62000	982		10200
<b>Total for Vendor:</b>			<b>47,082.69</b>						
9369	20351S	450 SAN LUIS OBISPO COUNTY	2,168.00						
2023-24 Annual encroachment permit									
1	07/01/23	2023-24 Encroachment permit	1,084.00			40 64000	715		10200
2	07/01/23	2023-24 Encroachment permit	1,084.00			50 65000	715		10200
<b>Total for Vendor:</b>			<b>2,168.00</b>						
9433	20389S	481 SAN MIGUEL COMMUNITY SERVICES	858.42						
20547-00									
1	07/15/23	1203 Mission Irrig Mtr 20547-0	858.42			30 63000	384		10200
9434	20389S	481 SAN MIGUEL COMMUNITY SERVICES	54.09						
20840-00									
1	07/15/23	942 Soka Way 20840-00	54.09			40 64000	384		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
9435	20389S	481 SAN MIGUEL COMMUNITY SERVICES	138.64						
Acct#27475-00									
1	07/15/23	1765 Bonita 27475-00	138.64			40 64000	384		10200
9436	20389S	481 SAN MIGUEL COMMUNITY SERVICES	103.65						
ACCT# 27476-00									
1	07/15/23	1199 Mission Irrig Mtr 27476-0	103.65			30 63000	384		10200
9437	20389S	481 SAN MIGUEL COMMUNITY SERVICES	153.95						
01004-00									
1	07/15/23	1150 Mission Street 1004-00	153.95			20 62000	384		10200
9438	20389S	481 SAN MIGUEL COMMUNITY SERVICES	4.77						
01004-00									
1	07/15/23	1144 Mission Street 1001-00	4.77			20 62000	384		10200
9439	20389S	481 SAN MIGUEL COMMUNITY SERVICES	2.00						
01004B-00									
1	07/15/23	1150 Mission Street 1004B-00	2.00			20 62000	384		10200
<b>Total for Vendor:</b>			<b>1,315.52</b>						
9400	20369S	238 SAN MIGUEL GARBAGE	124.12						
ACCT# 318691									
1	070123	07/01/23 JULY 2023	62.06			40 64000	383		10200
2	070123	07/01/23 JULY 2023	62.06			50 65000	383		10200
<b>Total for Vendor:</b>			<b>124.12</b>						
9408	20370S	731 SAN MIGUEL SENIORS CENTER	150.00						
JUNE BOARD MEETING									
1	07-2023	07/13/23 JULY 27ND BOARD MEETING	30.75			20 62000	341		10200
2	07-2023	07/13/23 JULY 27ND BOARD MEETING	3.00*			30 63000	341		10200
3	07-2023	07/13/23 JULY 27ND BOARD MEETING	57.00*			40 64000	341		10200
4	07-2023	07/13/23 JULY 27ND BOARD MEETING	56.25*			50 65000	341		10200
5	07-2023	07/13/23 JULY 27ND BOARD MEETING	3.00*			60 66000	341		10200
<b>Total for Vendor:</b>			<b>150.00</b>						

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
9374	20352S	247 SDRMA	44,174.76						
Workers' Compensation Program Year 2023-24 MEMBER# 5142									
1	73603	05/25/23 WC WATERWORKS OPERATIONS	6,499.54			50 65000	120		10200
2	73603	05/25/23 WC SANITATION OPERATIONS	9,076.04			40 64000	120		10200
3	73603	05/25/23 WC FIREFIGHTER, CHIEF, VFF, OES F	10,942.60			20 62000	120		10200
4	73603	05/25/23 WC CSD BOARD	22.70			20 62000	120		10200
5	73603	05/25/23 WC CSD BOARD	3.78			30 63000	120		10200
6	73603	05/25/23 WC CSD BOARD	22.68			40 64000	120		10200
7	73603	05/25/23 WC CSD BOARD	22.68			50 65000	120		10200
8	73603	05/25/23 WC CSD BOARD	3.78			60 66000	120		10200
9	73603	05/25/23 WC CSD OFFICE	486.17			40 64000	120		10200
10	73603	05/25/23 WC CSD OFFICE	486.17			50 65000	120		10200
11	73603	05/25/23 WC CSD GM	124.23			30 63000	120		10200
12	73603	05/25/23 WC CSD GM	1,118.09			40 64000	120		10200
13	73603	05/25/23 WC CSD GM	1,118.09			50 65000	120		10200
14	73603	05/25/23 WC CSD GM	124.23			60 66000	120		10200
15	73603	05/25/23 FIRE EMF ADJUSTMENT 22/23	19,833.51			20 62000	120		10200
16	73603	05/25/23 CIP & MULTIPRG DISCOUNTS	-1,370.28			20 62000	120		10200
17	73603	05/25/23 CIP & MULTIPRG DISCOUNTS	-142.74			30 63000	120		10200
18	73603	05/25/23 CIP & MULTIPRG DISCOUNTS	-2,055.44			40 64000	120		10200
19	73603	05/25/23 CIP & MULTIPRG DISCOUNTS	-2,026.88			50 65000	120		10200
20	73603	05/25/23 CIP & MULTIPRG DISCOUNTS	-114.19			60 66000	120		10200
9382	20377S	247 SDRMA	73,929.66						
Property/Liability Package Program, Annual Invoice 2023-24									
1	74040	06/19/23 Property/Liability 2023/2024	21,900.18*			20 62000	328		10200
2	74040	06/19/23 Property/Liability 2023/2024	2,194.12			30 63000	328		10200
3	74040	06/19/23 Property/Liability 2023/2024	20,196.56			40 64000	328		10200
4	74040	06/19/23 Property/Liability 2023/2024	35,036.78*			50 65000	328		10200
5	74040	06/19/23 Property/Liability 2023/2024	1,790.11			60 66000	328		10200
6	74040	06/19/23 CIP CREDIT FOR PROP/LIAB 23/24	-791.29*			20 62000	328		10200
7	74040	06/19/23 CIP CREDIT FOR PROP/LIAB 23/24	-82.43			30 63000	328		10200
8	74040	06/19/23 CIP CREDIT FOR PROP/LIAB 23/24	-1,186.95			40 64000	328		10200
9	74040	06/19/23 CIP CREDIT FOR PROP/LIAB 23/24	-1,170.46*			50 65000	328		10200
10	74040	06/19/23 CIP CREDIT FOR PROP/LIAB 23/24	-65.94			60 66000	328		10200

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Claim/ Line #	Check Invoice #/Inv Date	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
11	74040 06/19/23	MULTI PRG DISC PROP/LIAB 23/24	-933.84*			20 62000	328		10200
12	74040 06/19/23	MULTI PRG DISC PROP/LIAB 23/24	-97.27			30 63000	328		10200
13	74040 06/19/23	MULTI PRG DISC PROP/LIAB 23/24	-1,400.77			40 64000	328		10200
14	74040 06/19/23	MULTI PRG DISC PROP/LIAB 23/24	-1,381.32*			50 65000	328		10200
15	74040 06/19/23	MULTI PRG DISC PROP/LIAB 23/24	-77.82			60 66000	328		10200
<b>Total for Vendor:</b>			<b>118,104.42</b>						
9415	20371S	437 SLO ACTTC	9,662.62						
LAFCO 2023-24									
1	07/01/23	LAFCO 2023-24	1,932.52			20 62000	394		10200
LAFCO 2023-24									
2	07/01/23	LAFCO 2023-24	1,932.52*			30 63000	394		10200
LAFCO 2023-24									
3	07/01/23	LAFCO 2023-24	1,932.53*			40 64000	394		10200
LAFCO 2023-24									
4	07/01/23	LAFCO 2023-24	1,932.53*			50 65000	394		10200
LAFCO 2023-24									
5	07/01/23	LAFCO 2023-24	1,932.52*			60 66000	394		10200
LAFCO 2023-24									
<b>Total for Vendor:</b>			<b>9,662.62</b>						
9385	-99156E	657 SOCALGAS	50.93						
1	06/30/23	WELL 3 NATURAL GAS 610 12th ST	17.51			50 65000	396		10200
6309852306									
2	06/30/23	LIFT STATION 942 SOKA WAY	17.51			40 64000	396		10200
19327007118									
3	06/30/23	SLT WELL NAT GAS 8687 MARTINEZ	15.91			50 65000	396		10200
6307077625									
<b>Total for Vendor:</b>			<b>50.93</b>						
9411	20372S	534 STREAMLINE	2,988.00						
Web Page Hosting- Annual									
Service for July 2023- June 2024									
DA029807-0011									
1	29807-0012	07/01/23 WEB PAGE ANNUAL 23/24	717.12			20 62000	376		10200
2	29807-0012	07/01/23 WEB PAGE ANNUAL 23/24	74.70			30 63000	376		10200
3	29807-0012	07/01/23 WEB PAGE ANNUAL 23/24	1,075.68*			40 64000	376		10200

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
4	29807-0012	07/01/23 WEB PAGE ANNUAL 23/24	1,060.74*			50 65000	376		10200
5	29807-0012	07/01/23 WEB PAGE ANNUAL 23/24	59.76			60 66000	376		10200
		<b>Total for Vendor:</b>	<b>2,988.00</b>						
9456	20390S	276 SWRCB-DWOCF DODDS, KELLY - T2 Certification #30803	60.00						
1	30803	07/27/23 T2 DODDS RENEWAL CERT	60.00			50 65000	715		10200
		<b>Total for Vendor:</b>	<b>60.00</b>						
9440	20391S	492 TIMECLOCK PLUS, LLC Customer #A00017228	2,463.95						
1	284414	08/23/23 SETUP, LICENSE, SUPPORT/MAINT	123.20*			30 63000	101		10200
2	284414	08/23/23 SETUP, LICENSE, SUPPORT/MAINT	1,108.77*			40 64000	101		10200
3	284414	08/23/23 SETUP, LICENSE, SUPPORT/MAINT	1,108.78*			50 65000	101		10200
4	284414	08/23/23 SETUP, LICENSE, SUPPORT/MAINT	123.20*			60 66000	101		10200
		<b>Total for Vendor:</b>	<b>2,463.95</b>						
9431	20392S	629 TNT FIREWORKS Refundable Clean up bond 1130 Mission Street 7-2021	500.00						
1	2023	07/25/23 1130 Mission Street	500.00*			20 62000	820		10200
		<b>Total for Vendor:</b>	<b>500.00</b>						
9432	20393S	391 TROPHY HUNTERS	22.41						
1	28632	07/25/23 Board Name Plate- BB	6.73			20 62000	305		10200
2	28632	07/25/23 Board Name Plate- BB	1.12			30 63000	305		10200
3	28632	07/25/23 Board Name Plate- BB	6.72			40 64000	305		10200
4	28632	07/25/23 Board Name Plate- BB	6.72			50 65000	305		10200
5	28632	07/25/23 Board Name Plate- BB	1.12			60 66000	305		10200
		<b>Total for Vendor:</b>	<b>22.41</b>						
9428	20394S	298 UNIVAR USA INC	1,229.53						
1	51317472	07/17/23 SOD HYPO 12.5%Liquichlor	1,229.53			50 65000	481		10200

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
9429	20394S	298 UNIVAR USA INC	1,638.78						
1	51317474	07/17/23 SOD HYPO 12.5%Liquichlor	1,638.78			50 65000	482		10200
9430	20394S	298 UNIVAR USA INC	918.93						
1	51317473	07/17/23 SOD HYPO 12.5%Liquichlor	918.93			50 65000	483		10200
		<b>Total for Vendor:</b>	<b>3,787.24</b>						
9467	-99144E	301 US BANK	2,155.59						
KD STATEMENT DATE 7/22/2023									
1	KD JULY 23	06/22/23 LOWES- E BOX COVER, WDG AC	66.79			50 65000	353		10200
3	KD JULY 23	06/25/23 CSDA GM SUMMIT	12.50			30 63000	386		10200
4	KD JULY 23	06/25/23 CSDA GM SUMMIT	112.50			40 64000	386		10200
5	KD JULY 23	06/25/23 CSDA GM SUMMIT	112.50			50 65000	386		10200
6	KD JULY 23	06/25/23 CSDA GM SUMMIT	12.50			60 66000	386		10200
7	KD JULY 23	06/28/23 CSDA GM SUMMIT HYATT	2.50			30 63000	386		10200
8	KD JULY 23	06/28/23 CSDA GM SUMMIT HYATT	22.50			40 64000	386		10200
10	KD JULY 23	06/28/23 CSDA GM SUMMIT HYATT	22.50			50 65000	386		10200
11	KD JULY 23	06/28/23 CSDA GM SUMMIT HYATT	2.50			60 66000	386		10200
12	KD JULY 23	06/26/23 BORJON E8632 MULTISWITCH H	722.86			40 64000	354		10200
13	KD JULY 23	06/26/23 BORJON E8632 MULTISWITCH H	722.87			50 65000	354		10200
14	KD JULY 23	07/03/23 WESTECH EQT MECH METER REP	202.82			40 64000	490		10200
15	KD JULY 23	07/10/23 LOWES- ASPHALT SEALER,BRUS	89.31			40 64000	582		10200
16	KD JULY 23	07/13/23 LOWES- CONCRETE	46.00			40 64000	582		10200
17	KD JULY 23	07/13/23 LOWES- HARDWARE	4.94			40 64000	490		10200
9468	-99143E	301 US BANK	771.38						
TP STATEMENT DATE 7/22/2023									
1	TP JULY 23	07/03/23 RINGCENTRAL JULY PHONE	78.57			20 62000	310		10200
2	TP JULY 23	07/03/23 RINGCENTRAL JULY PHONE	8.18			30 63000	310		10200
3	TP JULY 23	07/03/23 RINGCENTRAL JULY PHONE	117.86			40 64000	310		10200
4	TP JULY 23	07/03/23 RINGCENTRAL JULY PHONE	116.20			50 65000	310		10200
5	TP JULY 23	07/03/23 RINGCENTRAL JULY PHONE	6.55			60 66000	310		10200
6	TP JULY 23	06/26/23 SITEONE- LANDSCAPING CNTRL	83.10			30 63000	353		10200
7	TP JULY 23	06/29/23 GODADDY CSD DOMAIN RENEWAL	7.48			20 62000	385		10200
8	TP JULY 23	06/29/23 GODADDY CSD DOMAIN RENEWAL	0.78			30 63000	385		10200
9	TP JULY 23	06/29/23 GODADDY CSD DOMAIN RENEWAL	11.22			40 64000	385		10200

\* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
10	TP JULY 23	06/29/23 GODADDY CSD DOMAIN RENEWAL	11.06			50 65000	385		10200
11	TP JULY 23	06/29/23 GODADDY CSD DOMAIN RENEWAL	0.63			60 66000	385		10200
12	TP JULY 23	07/14/23 STAPLES- PAPER, TAPE	39.13			40 64000	410		10200
13	TP JULY 23	07/14/23 STAPLES- PAPER, TAPE	39.13			50 65000	410		10200
14	TP JULY 23	07/14/23 SLO COUNTY CLERK- SLT TANK	51.49			50 65000	961		10200
15	TP JULY 23	07/19/23 CSDA- WORKSHOP ORG DEV	46.00			20 62000	386		10200
16	TP JULY 23	07/19/23 CSDA- WORKSHOP ORG DEV	4.00			30 63000	386		10200
17	TP JULY 23	07/19/23 CSDA- WORKSHOP ORG DEV	70.00			40 64000	386		10200
18	TP JULY 23	07/19/23 CSDA- WORKSHOP ORG DEV	76.00			50 65000	386		10200
19	TP JULY 23	07/19/23 CSDA- WORKSHOP ORG DEV	4.00			60 66000	386		10200
9469 -99142E 301 US BANK			1,559.01						
SY STATEMENT DATE 7/22/23									
1	SY JULY 23	07/01/23 DG- TRASH BAGS	11.53			20 62000	305		10200
2	SY JULY 23	07/10/23 LEOS CAFE- COMS	45.18			20 62000	335		10200
3	SY JULY 23	07/17/23 SLO CNY WAIVER TX FEE	577.12			20 62000	511		10200
4	SY JULY 23	07/17/23 SLO CNY WAIVER TX FEE	13.56			20 62000	511		10200
5	SY JULY 23	07/13/23 APPLE ICLOUD STORAGE	2.99			20 62000	465		10200
6	SY JULY 23	07/19/23 OREILLY - CLRN, TOWELS	41.75*			20 62000	346		10200
7	SY JULY 23	07/19/23 BIG 5- COTS X3	174.52*			20 62000	307		10200
8	SY JULY 23	07/18/23 AMZ- GAUZE, VOMIT BAGS	124.15			20 62000	450		10200
9	SY JULY 23	07/18/23 AMZ- BINOCULARS	77.20			20 62000	348		10200
10	SY JULY 23	07/18/23 AMZ- BATTERY, ANCHORS	91.98			20 62000	305		10200
11	SY JULY 23	07/18/23 AMZ- STETHOSCOPE	257.29			20 62000	450		10200
12	SY JULY 23	07/19/23 RITEAID- CREAM, TIDE	32.71*			20 62000	307		10200
14	SY JULY 23	07/19/23 ROCKING K- MEAL	109.03*			20 62000	307		10200
<b>Total for Vendor:</b>			<b>4,485.98</b>						
9402 20373S 327 VALLI INFORMATION SYSTEMS 142.45									
JUNE BILLING									
1		Web Posting, Postage	0.00			40 64000	374		10200
2		Web Posting, Postage	0.00			50 65000	374		10200
3		Printing	0.00			40 64000	374		10200
4		Printing	0.00			50 65000	374		10200
5	89251 06/30/23	JUNE OTC/Online Monthly Mainte	37.50			40 64000	334		10200
6	89251 06/30/23	JUNE OTC/Online Monthly Mainte	37.50			50 65000	334		10200
7		Printed insert WEED ABATEMENT	0.00*			20 62000	503		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	89251 06/30/23	JUNE IVR SERVICE FEE/ALERT	33.72			40 64000	374		10200
11	89251 06/30/23	JUNE IVR SERVICE FEE/ALERT	33.73			50 65000	374		10200
<b>Total for Vendor:</b>			<b>142.45</b>						
9442 -99148E 511 VERIZON 50.04									
TABLETS: FIRE x2									
7/09/23 - 8/08/23									
1	9939117876 07/08/23	JULY RR DATA PLAN	25.02			20 62000	465		10200
2	9939117876 07/08/23	JULY SY DATA PLAN	25.02			20 62000	465		10200
9447 -99147E 511 VERIZON 329.48									
TABLETS: UTILITIES x4									
CELL PHONE: TMP, MS, TP, KD, DP									
07/09/23 - 8/08/23									
1	9939117875 07/08/23	JULY UTILITIES CELL PHONES	12.37			30 63000	465		10200
2	9939117875 07/08/23	JULY UTILITIES CELL PHONES	111.42			40 64000	465		10200
3	9939117875 07/08/23	JULY UTILITIES CELL PHONES	111.42			50 65000	465		10200
4	9939117875 07/08/23	JULY UTILITIES CELL PHONES	12.38			60 66000	465		10200
6	9939117875 07/08/23	JULY T PARENT CELL PHONE	2.60			30 63000	465		10200
7	9939117875 07/08/23	JULY T PARENT CELL PHONE	23.35			40 64000	465		10200
8	9939117875 07/08/23	JULY T PARENT CELL PHONE	23.35			50 65000	465		10200
9	9939117875 07/08/23	JULY T PARENT CELL PHONE	2.59			60 66000	465		10200
10	9939117875 07/08/23	JULY 4GB DATA PLAN	1.50			30 63000	465		10200
11	9939117875 07/08/23	JULY 4GB DATA PLAN	13.50			40 64000	465		10200
12	9939117875 07/08/23	JULY 4GB DATA PLAN	13.50			50 65000	465		10200
13	9939117875 07/08/23	JULY 4GB DATA PLAN	1.50			60 66000	465		10200
<b>Total for Vendor:</b>			<b>379.52</b>						
9441 20395S 732 WALLACE GROUP 50,263.31									
PROJ# 0406-0031-00									
1	59996 06/21/23	WWTF ENGINEERING 2022-43	50,263.31			40 64000	587	20001	10200
<b>Total for Vendor:</b>			<b>50,263.31</b>						
9421 -99152E 612 WEX BANK 1,079.36									
FUEL BILL CLOSING DATE: 7/07/23									
1	90467164 07/07/23	Fuel 8600 JULY	286.19			20 62000	485		10200
2	90467164 07/07/23	Fuel 8601 JULY	0.00			20 62000	485		10200

\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
3	90467164	07/07/23 Fuel 8630 JULY	55.96			20 62000	485		10200
4	90467164	07/07/23 FUEL OES	0.00*			20 62000	307		10200
5	90467164	07/07/23 Fuel U8632 JULY	138.62			40 64000	485		10200
8	90467164	07/07/23 Fuel U8632 JULY	138.62			50 65000	485		10200
9	90467164	07/07/23 Fuel U8634 JULY	2.99			40 64000	485		10200
10	90467164	07/07/23 Fuel U8634 JULY	2.99			50 65000	485		10200
11	90467164	07/07/23 Fuel U8636 JULY	226.99			50 65000	485		10200
12	90467164	07/07/23 Fuel U8636 JULY	227.00			40 64000	485		10200
13	90467164	07/07/23 REBATE ADJUSTMENT	0.00			20 62000	485		10200
14	90467164	07/07/23 REBATE ADJUSTMENT	0.00			40 64000	485		10200
15	90467164	07/07/23 REBATE ADJUSTMENT	0.00			50 65000	485		10200
<b>Total for Vendor:</b>			<b>1,079.36</b>						
9388	20375S	473 WHITE BRENNER LLP	17,402.50						
FOR LEGAL SERVICES MAY 2023									
2	48015	JULY 07/12/23 SOLID WASTE LEGAL MAY	5,860.40*			60 66000	327		10200
3		SOLID WASTE LEGAL SB1383	0.00*			60 66000	327		10200
4	48014	JULY 07/12/23 WATER LEGAL MAY	119.60			50 65000	327		10200
5	48018	JULY 07/12/23 FIRE LEGAL MAY	216.00			20 62000	327		10200
6	48019	JULY 07/12/23 SEWER LEGAL MAY	508.30			40 64000	327		10200
7	48017	JULY 07/12/23 SMEA LEGAL MAY	594.00			40 64000	331		10200
8	48017	JULY 07/12/23 SMEA LEGAL MAY	594.00			50 65000	331		10200
9	48016	JULY 07/12/23 HR LEGAL MAY	2,046.43			20 62000	333		10200
10	48016	JULY 07/12/23 HR LEGAL MAY	175.67			30 63000	333		10200
11	48016	JULY 07/12/23 HR LEGAL MAY	2,529.65			40 64000	333		10200
12	48016	JULY 07/12/23 HR LEGAL MAY	2,494.51			50 65000	333		10200
13	48016	JULY 07/12/23 HR LEGAL MAY	140.54			60 66000	333		10200
14	48012	JULY 07/12/23 General Legal - ADMIN MAY	241.78			20 62000	327		10200
15	48012	JULY 07/12/23 General Legal - ADMIN MAY	25.19			30 63000	327		10200
16	48012	JULY 07/12/23 General Legal - ADMIN MAY	362.65			40 64000	327		10200
17	48012	JULY 07/12/23 General Legal - ADMIN MAY	1,473.63			50 65000	327		10200
18	48012	JULY 07/12/23 General Legal - ADMIN MAY	20.15*			60 66000	327		10200
<b>Total for Vendor:</b>			<b>17,402.50</b>						

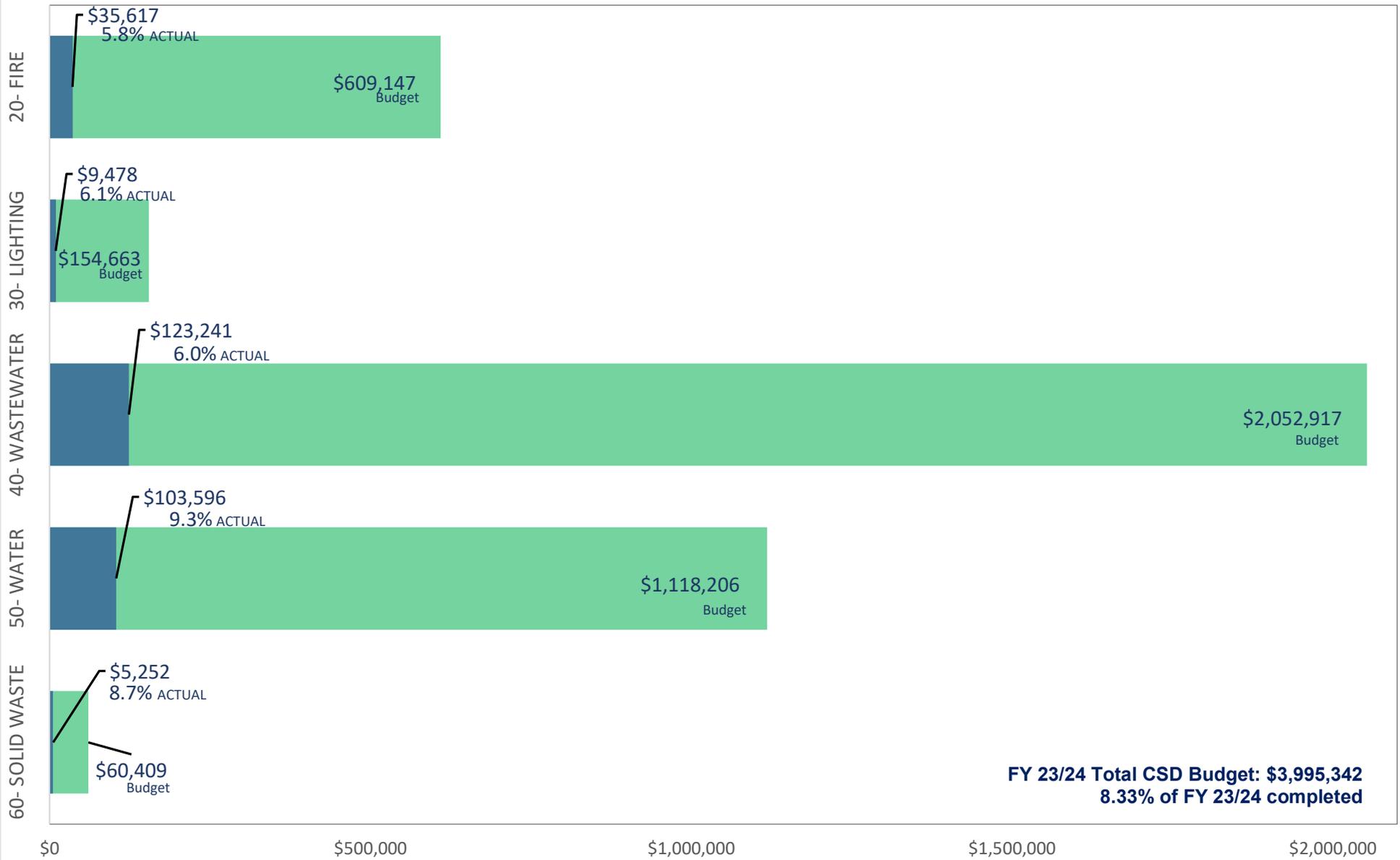
\* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
9471	20396S	674 WILBER CONSTRUCTION	2,777.50						
1	51290	07/28/23 DIKE REMOVAL @ WWTF	2,777.50			40 64000	582		10200
		<b>Total for Vendor:</b>	<b>2,777.50</b>						
9395	20376S	318 WILDHORSE PROPANE	56.47						
1	U006F684	07/10/23 FORKLIFT- PROPANE	28.23			40 64000	382		10200
2	U006F684	07/10/23 FORKLIFT- PROPANE	28.24			50 65000	382		10200
		<b>Total for Vendor:</b>	<b>56.47</b>						
		<b># of Claims</b>	<b>84</b>	<b>Total:</b>	<b>335,577.51</b>	<b># of Vendors</b>	<b>39</b>		
		<b>Total Electronic Claims</b>			<b>43,332.68</b>				
		<b>Total Non-Electronic Claims</b>			<b>292244.83</b>				

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<b>Fund/Account</b>	<b>Amount</b>
20 FIRE PROTECTION DEPARTMENT	
10200 OPERATING CASH - PREMIER	\$114,160.41
30 STREET LIGHTING DEPARTMENT	
10200 OPERATING CASH - PREMIER	\$6,876.48
40 WASTEWATER DEPARTMENT	
10200 OPERATING CASH - PREMIER	\$106,153.93
10250 PAC PREMIER - PAYROLL	\$8,978.00
50 WATER DEPARTMENT	
10200 OPERATING CASH - PREMIER	\$80,616.59
10250 PAC PREMIER - PAYROLL	\$8,778.00
60 SOLID WASTE DEPARTMENT	
10200 OPERATING CASH - PREMIER	\$10,014.10
<b>Total:</b>	<b>\$335,577.51</b>

# P7 2023 San Miguel CSD Revenue Actual vs Budget

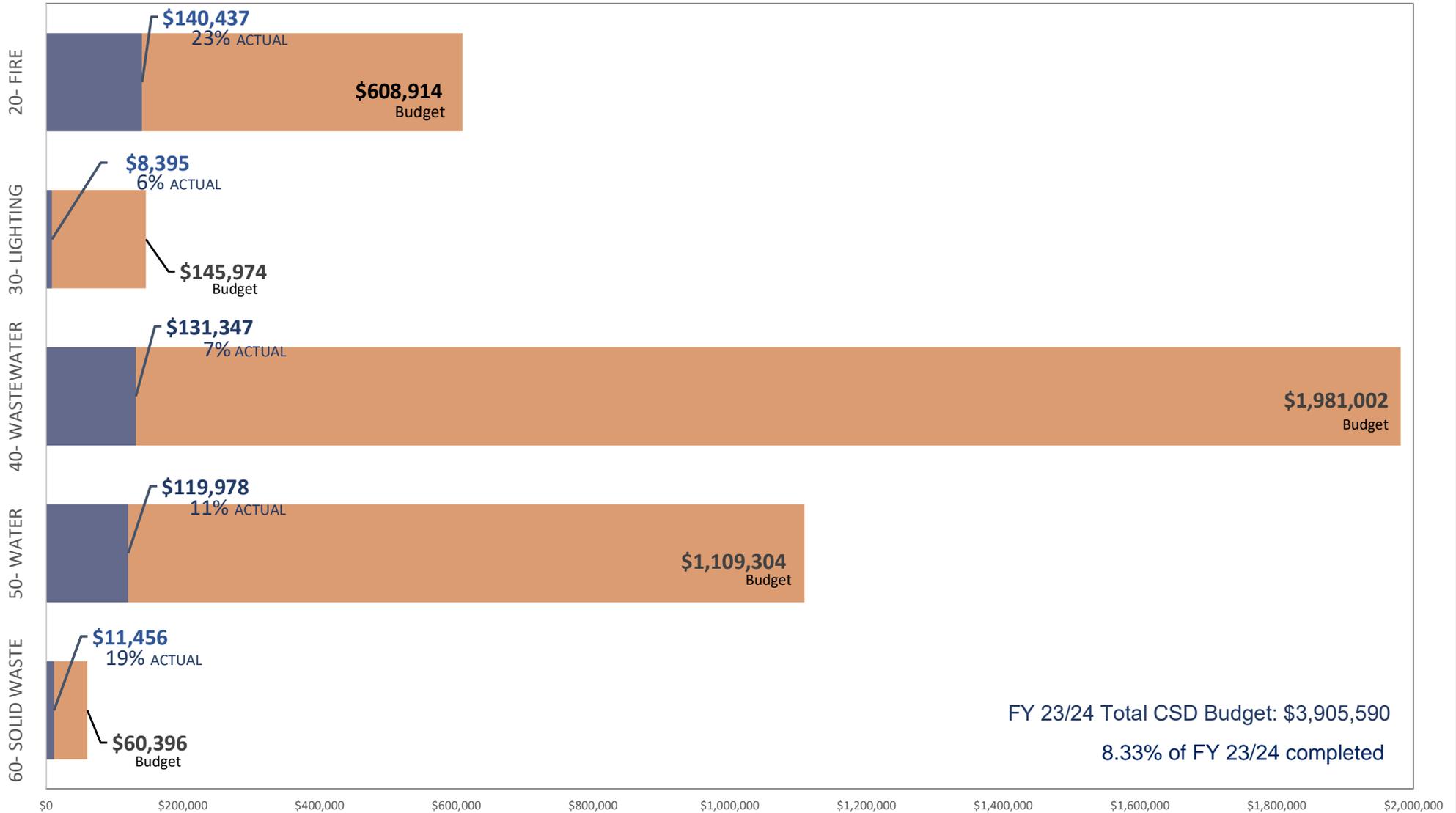


Fund	Account	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
20 FIRE PROTECTION DEPARTMENT						
40000						
40300	Fireworks Permit Fees	0.00	0.00	3,450.00	3,450.00	0 %
40320	Fire Impact Fees	3,956.00	3,956.00	3,000.00	-956.00	132 %
40420	Ambulance Reimbursement	0.00	0.00	3,000.00	3,000.00	0 %
40500	VFF Assistance Grant	0.00	0.00	20,000.00	20,000.00	0 %
	<b>Account Group Total:</b>	<b>3,956.00</b>	<b>3,956.00</b>	<b>29,450.00</b>	<b>25,494.00</b>	<b>13 %</b>
43000	Property Taxes Collected					
43000	Property Taxes Collected	10,039.18	10,039.18	497,467.00	487,427.82	2 %
	<b>Account Group Total:</b>	<b>10,039.18</b>	<b>10,039.18</b>	<b>497,467.00</b>	<b>487,427.82</b>	<b>2 %</b>
46000	Interest Revenue					
46000	Interest Revenue	76.76	76.76	0.00	-76.76	** %
46012	Fire Transfers from Cap Reserve	0.00	0.00	80,730.00	80,730.00	0 %
46149	Refunded Fraudulent Charge	21,245.20	21,245.20	0.00	-21,245.20	** %
46153	Plan Check Fees and Inspections	300.00	300.00	1,500.00	1,200.00	20 %
	<b>Account Group Total:</b>	<b>21,621.96</b>	<b>21,621.96</b>	<b>82,230.00</b>	<b>60,608.04</b>	<b>26 %</b>
	<b>Fund Total:</b>	<b>35,617.14</b>	<b>35,617.14</b>	<b>609,147.00</b>	<b>573,529.86</b>	<b>6 %</b>
30 STREET LIGHTING DEPARTMENT						
43000	Property Taxes Collected					
43000	Property Taxes Collected	2,910.51	2,910.51	154,663.00	151,752.49	2 %
	<b>Account Group Total:</b>	<b>2,910.51</b>	<b>2,910.51</b>	<b>154,663.00</b>	<b>151,752.49</b>	<b>2 %</b>
46000	Interest Revenue					
46000	Interest Revenue	107.21	107.21	0.00	-107.21	** %
46100	Realized Earnings	1,460.59	1,460.59	0.00	-1,460.59	** %
46151	Refund/Adjustments	5,000.00	5,000.00	0.00	-5,000.00	** %
	<b>Account Group Total:</b>	<b>6,567.80</b>	<b>6,567.80</b>	<b>0.00</b>	<b>-6,567.80</b>	<b>** %</b>
	<b>Fund Total:</b>	<b>9,478.31</b>	<b>9,478.31</b>	<b>154,663.00</b>	<b>145,184.69</b>	<b>6 %</b>
40 WASTEWATER DEPARTMENT						
40000						
40900	Wastewater Sales	102,671.37	102,671.37	1,099,618.00	996,946.63	9 %
40901	Riverzone Surcharge	1,551.70	1,551.70	18,388.00	16,836.30	8 %
40910	Wastewater Late Charges	1,849.19	1,849.19	0.00	-1,849.19	** %
	<b>Account Group Total:</b>	<b>106,072.26</b>	<b>106,072.26</b>	<b>1,118,006.00</b>	<b>1,011,933.74</b>	<b>9 %</b>
43000	Property Taxes Collected					
43000	Property Taxes Collected	334.27	334.27	77,556.00	77,221.73	0 %
	<b>Account Group Total:</b>	<b>334.27</b>	<b>334.27</b>	<b>77,556.00</b>	<b>77,221.73</b>	<b>0 %</b>
46000	Interest Revenue					
46000	Interest Revenue	289.53	289.53	0.00	-289.53	** %

Fund	Account	Received			Revenue	
		Current Month	Received YTD	Estimated Revenue	To Be Received	% Received
40 WASTEWATER DEPARTMENT						
46003	CWSRF Grants	0.00	0.00	630,000.00	630,000.00	0 %
46009	Grants - Other	0.00	0.00	217,355.00	217,355.00	0 %
46100	Realized Earnings	1,760.99	1,760.99	0.00	-1,760.99	** %
46150	Miscellaneous Income	14,784.00	14,784.00	10,000.00	-4,784.00	148 %
	<b>Account Group Total:</b>	<b>16,834.52</b>	<b>16,834.52</b>	<b>857,355.00</b>	<b>840,520.48</b>	<b>2 %</b>
	<b>Fund Total:</b>	<b>123,241.05</b>	<b>123,241.05</b>	<b>2,052,917.00</b>	<b>1,929,675.95</b>	<b>6 %</b>
50 WATER DEPARTMENT						
41000	Water Sales					
41000	Water Sales	101,138.12	101,138.12	984,276.00	883,137.88	10 %
41003	Water Surcharge	44.00	44.00	350.00	306.00	13 %
41005	Water Late Charges	1,746.91	1,746.91	0.00	-1,746.91	** %
	<b>Account Group Total:</b>	<b>102,929.03</b>	<b>102,929.03</b>	<b>984,626.00</b>	<b>881,696.97</b>	<b>10 %</b>
46000	Interest Revenue					
46000	Interest Revenue	77.14	77.14	0.00	-77.14	** %
46002	DWSRF Grants	0.00	0.00	45,920.00	45,920.00	0 %
46010	Transfer In	0.00	0.00	87,660.00	87,660.00	0 %
46100	Realized Earnings	440.25	440.25	0.00	-440.25	** %
46155	Will Serve Processing Fees	150.00	150.00	0.00	-150.00	** %
	<b>Account Group Total:</b>	<b>667.39</b>	<b>667.39</b>	<b>133,580.00</b>	<b>132,912.61</b>	<b>0 %</b>
	<b>Fund Total:</b>	<b>103,596.42</b>	<b>103,596.42</b>	<b>1,118,206.00</b>	<b>1,014,609.58</b>	<b>9 %</b>
60 SOLID WASTE DEPARTMENT						
43000	Property Taxes Collected					
43000	Property Taxes Collected	1,446.69	1,446.69	0.00	-1,446.69	** %
	<b>Account Group Total:</b>	<b>1,446.69</b>	<b>1,446.69</b>	<b>0.00</b>	<b>-1,446.69</b>	<b>** %</b>
46000	Interest Revenue					
46000	Interest Revenue	21.53	21.53	0.00	-21.53	** %
46005	Franchise Fees	3,783.83	3,783.83	43,936.00	40,152.17	9 %
46010	Transfer In	0.00	0.00	16,473.00	16,473.00	0 %
	<b>Account Group Total:</b>	<b>3,805.36</b>	<b>3,805.36</b>	<b>60,409.00</b>	<b>56,603.64</b>	<b>6 %</b>
	<b>Fund Total:</b>	<b>5,252.05</b>	<b>5,252.05</b>	<b>60,409.00</b>	<b>55,156.95</b>	<b>9 %</b>
	<b>Grand Total:</b>	<b>277,184.97</b>	<b>277,184.97</b>	<b>3,995,342.00</b>	<b>3,718,157.03</b>	<b>7 %</b>

<b>Fund</b>	<b>Received Current Month</b>	<b>Received YTD</b>	<b>Estimated Revenue</b>	<b>Revenue To Be Received</b>	<b>% Received</b>
20 FIRE PROTECTION DEPARTMENT	35,617.14	35,617.14	609,147.00	573,529.86	6 %
30 STREET LIGHTING DEPARTMENT	9,478.31	9,478.31	154,663.00	145,184.69	6 %
40 WASTEWATER DEPARTMENT	123,241.05	123,241.05	2,052,917.00	1,929,675.95	6 %
50 WATER DEPARTMENT	103,596.42	103,596.42	1,118,206.00	1,014,609.58	9 %
60 SOLID WASTE DEPARTMENT	5,252.05	5,252.05	60,409.00	55,156.95	9 %
<b>Grand Total:</b>	<b>277,184.97</b>	<b>277,184.97</b>	<b>3,995,342.00</b>	<b>3,718,157.03</b>	<b>7 %</b>

## P7 2023 San Miguel CSD Operating Expenditures Actual vs Budget



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	13,434.99	13,434.99	128,416.00	128,416.00	114,981.01	10 %
	111 BOD Stipend	192.00	192.00	1,704.00	1,704.00	1,512.00	11 %
	120 Workers' Compensation	29,428.53	29,428.53	35,000.00	35,000.00	5,571.47	84 %
	121 Physicals	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	125 Volunteer Firefighter Stipends	0.00	0.00	60,000.00	60,000.00	60,000.00	0 %
	126 OES Strike Team Payroll	9,427.02	9,427.02	0.00	0.00	-9,427.02	*** %
	135 Payroll Tax - FICA/SS	401.58	401.58	106.00	106.00	-295.58	379 %
	140 Payroll Tax - Medicare	292.47	292.47	1,887.00	1,887.00	1,594.53	15 %
	155 Payroll Tax - SUI	156.69	156.69	1,789.00	1,789.00	1,632.31	9 %
	160 Payroll Tax - ETT	3.34	3.34	33.00	33.00	29.66	10 %
	205 Insurance - Health	999.29	999.29	11,342.00	11,342.00	10,342.71	9 %
	210 Insurance - Dental	58.09	58.09	674.00	674.00	615.91	9 %
	215 Insurance - Vision	9.36	9.36	108.00	108.00	98.64	9 %
	225 Retirement - PERS Expense	1,289.97	1,289.97	15,085.00	15,085.00	13,795.03	9 %
	305 Operations & Maintenance	110.24	110.24	10,900.00	10,900.00	10,789.76	1 %
	307 OES Strike Team Expenses	316.26	316.26	0.00	0.00	-316.26	*** %
	310 Phone & Fax Expense	78.57	78.57	1,500.00	1,500.00	1,421.43	5 %
	315 Postage, Shipping & Freight	0.00	0.00	300.00	300.00	300.00	0 %
	319 Legal: P.R.A.s - Professional Svcs	0.00	0.00	500.00	500.00	500.00	0 %
	320 Printing & Reproduction	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	321 IT Services - Professional Svcs	0.00	0.00	8,000.00	8,000.00	8,000.00	0 %
	323 Auditor - Professional Svcs	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
	325 Accounting - Professional Svcs	450.00	450.00	2,500.00	2,500.00	2,050.00	18 %
	327 Legal: General - Professional Svcs	457.78	457.78	18,000.00	18,000.00	17,542.22	3 %
	328 Insurance - Prop & Liability	20,175.05	20,175.05	16,000.00	16,000.00	-4,175.05	126 %
	333 Legal: HR - Professional Svcs	2,046.43	2,046.43	10,000.00	10,000.00	7,953.57	20 %
	334 Maintenance Agreements	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	335 Meals	45.18	45.18	500.00	500.00	454.82	9 %
	340 Meetings and Conferences	0.00	0.00	500.00	500.00	500.00	0 %
	341 Space Rental	30.75	30.75	1,000.00	1,000.00	969.25	3 %
	345 Mileage Expense Reimbursement	0.00	0.00	500.00	500.00	500.00	0 %
	346 OES Equipt Repairs & Maint	41.75	41.75	0.00	0.00	-41.75	*** %
	348 Safety Equipment and Supplies	77.20	77.20	5,000.00	5,000.00	4,922.80	2 %
	350 Repairs & Maint - Computers	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
	351 Repairs & Maint - Equip	1,214.80	1,214.80	10,000.00	10,000.00	8,785.20	12 %
	352 Repairs & Maint - Structures	0.00	0.00	8,000.00	8,000.00	8,000.00	0 %
	354 Repairs & Maint - Vehicles	0.00	0.00	8,000.00	8,000.00	8,000.00	0 %
	359 Testing & Supplies - Other	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	370 Dispatch Services (Fire)	0.00	0.00	17,000.00	17,000.00	17,000.00	0 %
	375 Internet Expenses	194.38	194.38	2,000.00	2,000.00	1,805.62	10 %
	376 Web Page - Upgrade/Maint	717.12	717.12	2,000.00	2,000.00	1,282.88	36 %
	380 Utilities - Alarm Service	70.00	70.00	1,000.00	1,000.00	930.00	7 %
	381 Utilities - Electric	39.01	39.01	6,000.00	6,000.00	5,960.99	1 %
	382 Utilities - Propane	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	384 Utilities - Water/Sewer	160.72	160.72	800.00	800.00	639.28	20 %
	385 Dues and Subscriptions	332.48	332.48	6,000.00	6,000.00	5,667.52	6 %
	386 Education and Training	46.00	46.00	8,000.00	8,000.00	7,954.00	1 %
	388 Education and training: CPR/FIRST AID	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
20 FIRE PROTECTION DEPARTMENT							
	393 Advertising and Public Notices	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	394 LAFCO Allocations	1,932.52	1,932.52	2,000.00	2,000.00	67.48	97 %
	395 Community Outreach	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	405 Software	0.00	0.00	3,000.00	3,000.00	3,000.00	0 %
	410 Office Supplies	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	445 CPR/FIRST AID TRAINING MATERIAL	0.00	0.00	500.00	500.00	500.00	0 %
	450 EMS Supplies	381.44	381.44	5,000.00	5,000.00	4,618.56	8 %
	455 Fire Safety Gear & Equipment	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	456 State Fire Grants	0.00	0.00	40,000.00	40,000.00	40,000.00	0 %
	458 Grants- Professional Services	0.00	0.00	4,000.00	4,000.00	4,000.00	0 %
	465 Cell phones, Radios and Pagers	148.68	148.68	2,000.00	2,000.00	1,851.32	7 %
	470 Communication Equipment	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	475 Computer Supplies & Upgrades	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	485 Fuel Expense	342.15	342.15	9,000.00	9,000.00	8,657.85	4 %
	490 Small Tools & Equipment	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	495 Uniform Expense	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	503 Weed Abatement Costs	5,150.00	5,150.00	3,500.00	3,500.00	-1,650.00	147 %
	505 Fire Training Grounds	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	510 Fire Station Renovation	0.00	0.00	2,500.00	2,500.00	2,500.00	0 %
	511 Fire- Temp Housing Unit	590.68	590.68	4,240.00	4,240.00	3,649.32	14 %
	710 County Hazmat Dues	2,000.00	2,000.00	2,500.00	2,500.00	500.00	80 %
	820 Fireworks Clean Up	500.00	500.00	0.00	0.00	-500.00	*** %
	926 Fraudulent Charge	11.91	11.91	0.00	0.00	-11.91	*** %
	949 Lease agreements	0.00	0.00	5,760.00	5,760.00	5,760.00	0 %
	981 Debt Svcs Equipt - Principle	36,397.19	36,397.19	36,482.00	36,482.00	84.81	100 %
	982 Debt Svcs Equipt - Interest	10,685.50	10,685.50	10,711.00	10,711.00	25.50	100 %
	983 Debt Svcs Structure- Principle	0.00	0.00	23,899.00	23,899.00	23,899.00	0 %
	984 Debt Svcs Structure - Interest	0.00	0.00	9,678.00	9,678.00	9,678.00	0 %
	<b>Account Total:</b>	<b>140,437.12</b>	<b>140,437.12</b>	<b>608,914.00</b>	<b>608,914.00</b>	<b>468,476.88</b>	<b>23 %</b>
	<b>Account Group Total:</b>	<b>140,437.12</b>	<b>140,437.12</b>	<b>608,914.00</b>	<b>608,914.00</b>	<b>468,476.88</b>	<b>23 %</b>
	<b>Fund Total:</b>	<b>140,437.12</b>	<b>140,437.12</b>	<b>608,914.00</b>	<b>608,914.00</b>	<b>468,476.88</b>	<b>23 %</b>
30 STREET LIGHTING DEPARTMENT							
63000 Lighting							
	63000 Lighting						
	101 EE Timekeeping Costs	123.20	123.20	0.00	0.00	-123.20	*** %
	105 Salaries and Wages	1,192.58	1,192.58	16,745.00	16,745.00	15,552.42	7 %
	111 BOD Stipend	20.00	20.00	264.00	264.00	244.00	8 %
	120 Workers' Compensation	-14.73	-14.73	100.00	100.00	114.73	-15 %
	121 Physicals	0.00	0.00	50.00	50.00	50.00	0 %
	135 Payroll Tax - FICA/SS	1.24	1.24	60.00	60.00	58.76	2 %
	140 Payroll Tax - Medicare	15.16	15.16	247.00	247.00	231.84	6 %
	155 Payroll Tax - SUI	0.96	0.96	82.00	82.00	81.04	1 %
	160 Payroll Tax - ETT	0.04	0.04	1.00	1.00	0.96	4 %
	205 Insurance - Health	154.81	154.81	1,783.00	1,783.00	1,628.19	9 %
	210 Insurance - Dental	5.64	5.64	66.00	66.00	60.36	9 %
	215 Insurance - Vision	0.95	0.95	12.00	12.00	11.05	8 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
30 STREET LIGHTING DEPARTMENT							
	225 Retirement - PERS Expense	126.80	126.80	1,389.00	1,389.00	1,262.20	9 %
	305 Operations & Maintenance	1.12	1.12	1,500.00	1,500.00	1,498.88	0 %
	310 Phone & Fax Expense	8.18	8.18	100.00	100.00	91.82	8 %
	315 Postage, Shipping & Freight	0.00	0.00	100.00	100.00	100.00	0 %
	319 Legal: P.R.A.s - Professional Svcs	0.00	0.00	150.00	150.00	150.00	0 %
	320 Printing & Reproduction	0.00	0.00	150.00	150.00	150.00	0 %
	321 IT Services - Professional Svcs	0.00	0.00	3,300.00	3,300.00	3,300.00	0 %
	323 Auditor - Professional Svcs	0.00	0.00	600.00	600.00	600.00	0 %
	325 Accounting - Professional Svcs	45.00	45.00	750.00	750.00	705.00	6 %
	326 Engineering - Professional Svcs	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	327 Legal: General - Professional Svcs	25.19	25.19	2,000.00	2,000.00	1,974.81	1 %
	328 Insurance - Prop & Liability	2,014.42	2,014.42	3,400.00	3,400.00	1,385.58	59 %
	329 New Hire Screening	0.00	0.00	50.00	50.00	50.00	0 %
	330 Contract Labor	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
	331 Legal: SMEA - Professional Svcs	0.00	0.00	300.00	300.00	300.00	0 %
	333 Legal: HR - Professional Svcs	175.67	175.67	500.00	500.00	324.33	35 %
	334 Maintenance Agreements	0.00	0.00	600.00	600.00	600.00	0 %
	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 %
	341 Space Rental	3.00	3.00	0.00	0.00	-3.00	*** %
	345 Mileage Expense Reimbursement	0.00	0.00	150.00	150.00	150.00	0 %
	348 Safety Equipment and Supplies	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	350 Repairs & Maint - Computers	0.00	0.00	150.00	150.00	150.00	0 %
	351 Repairs & Maint - Equip	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
	352 Repairs & Maint - Structures	0.00	0.00	500.00	500.00	500.00	0 %
	353 Repairs & Maint - Infrastructure	83.10	83.10	10,000.00	10,000.00	9,916.90	1 %
	354 Repairs & Maint - Vehicles	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	375 Internet Expenses	10.58	10.58	150.00	150.00	139.42	7 %
	376 Web Page - Upgrade/Maint	74.70	74.70	425.00	425.00	350.30	18 %
	381 Utilities - Electric	1,281.20	1,281.20	20,000.00	20,000.00	18,718.80	6 %
	384 Utilities - Water/Sewer	962.07	962.07	15,500.00	15,500.00	14,537.93	6 %
	385 Dues and Subscriptions	0.78	0.78	1,500.00	1,500.00	1,499.22	0 %
	386 Education and Training	19.00	19.00	2,000.00	2,000.00	1,981.00	1 %
	393 Advertising and Public Notices	0.00	0.00	500.00	500.00	500.00	0 %
	394 LAFCO Allocations	1,932.52	1,932.52	1,500.00	1,500.00	-432.52	129 %
	395 Community Outreach	0.00	0.00	150.00	150.00	150.00	0 %
	410 Office Supplies	5.01	5.01	500.00	500.00	494.99	1 %
	432 Utility Rate Design Study	0.00	0.00	30,000.00	30,000.00	30,000.00	0 %
	465 Cell phones, Radios and Pagers	16.47	16.47	100.00	100.00	83.53	16 %
	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	0.00	0.00	100.00	100.00	100.00	0 %
	715 Licenses, Permits and Fees	0.00	0.00	100.00	100.00	100.00	0 %
	940 Bank Service Charges	0.00	0.00	50.00	50.00	50.00	0 %
	949 Lease agreements	110.00	110.00	600.00	600.00	490.00	18 %
	<b>Account Total:</b>	<b>8,394.66</b>	<b>8,394.66</b>	<b>145,974.00</b>	<b>145,974.00</b>	<b>137,579.34</b>	<b>6 %</b>
	<b>Account Group Total:</b>	<b>8,394.66</b>	<b>8,394.66</b>	<b>145,974.00</b>	<b>145,974.00</b>	<b>137,579.34</b>	<b>6 %</b>
	<b>Fund Total:</b>	<b>8,394.66</b>	<b>8,394.66</b>	<b>145,974.00</b>	<b>145,974.00</b>	<b>137,579.34</b>	<b>6 %</b>

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
40 WASTEWATER DEPARTMENT							
64000 Sanitary							
64000 Sanitary							
	101 EE Timekeeping Costs	1,108.77	1,108.77	0.00	0.00	-1,108.77	*** %
	105 Salaries and Wages	12,783.67	12,783.67	330,338.00	330,338.00	317,554.33	4 %
	111 BOD Stipend	288.00	288.00	1,872.00	1,872.00	1,584.00	15 %
	120 Workers' Compensation	8,647.54	8,647.54	12,500.00	12,500.00	3,852.46	69 %
	121 Physicals	0.00	0.00	150.00	150.00	150.00	0 %
	135 Payroll Tax - FICA/SS	17.84	17.84	1,167.00	1,167.00	1,149.16	2 %
	140 Payroll Tax - Medicare	168.19	168.19	4,817.00	4,817.00	4,648.81	3 %
	155 Payroll Tax - SUI	13.52	13.52	1,425.00	1,425.00	1,411.48	1 %
	160 Payroll Tax - ETT	0.28	0.28	25.00	25.00	24.72	1 %
	205 Insurance - Health	1,572.07	1,572.07	54,582.00	54,582.00	53,009.93	3 %
	210 Insurance - Dental	75.11	75.11	2,234.00	2,234.00	2,158.89	3 %
	215 Insurance - Vision	12.07	12.07	309.00	309.00	296.93	4 %
	225 Retirement - PERS Expense	10,262.65	10,262.65	20,463.00	20,463.00	10,200.35	50 %
	305 Operations & Maintenance	27.66	27.66	8,000.00	8,000.00	7,972.34	0 %
	310 Phone & Fax Expense	117.86	117.86	1,500.00	1,500.00	1,382.14	8 %
	315 Postage, Shipping & Freight	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	319 Legal: P.R.A.s - Professional Svcs	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	320 Printing & Reproduction	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	321 IT Services - Professional Svcs	0.00	0.00	10,800.00	10,800.00	10,800.00	0 %
	323 Auditor - Professional Svcs	0.00	0.00	3,600.00	3,600.00	3,600.00	0 %
	325 Accounting - Professional Svcs	480.00	480.00	4,500.00	4,500.00	4,020.00	11 %
	326 Engineering - Professional Svcs	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
	327 Legal: General - Professional Svcs	870.95	870.95	30,000.00	30,000.00	29,129.05	3 %
	328 Insurance - Prop & Liability	17,608.84	17,608.84	19,350.00	19,350.00	1,741.16	91 %
	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 Legal: SMEA - Professional Svcs	594.00	594.00	3,500.00	3,500.00	2,906.00	17 %
	333 Legal: HR - Professional Svcs	2,529.65	2,529.65	7,500.00	7,500.00	4,970.35	34 %
	334 Maintenance Agreements	37.50	37.50	8,000.00	8,000.00	7,962.50	0 %
	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 %
	341 Space Rental	57.00	57.00	0.00	0.00	-57.00	*** %
	345 Mileage Expense Reimbursement	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	348 Safety Equipment and Supplies	111.80	111.80	2,000.00	2,000.00	1,888.20	6 %
	349 Repairs & Maint - Mission Gardens	0.00	0.00	7,500.00	7,500.00	7,500.00	0 %
	350 Repairs & Maint - Computers	0.00	0.00	1,600.00	1,600.00	1,600.00	0 %
	351 Repairs & Maint - Equip	27.05	27.05	8,000.00	8,000.00	7,972.95	0 %
	352 Repairs & Maint - Structures	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
	353 Repairs & Maint - Infrastructure	0.00	0.00	15,000.00	15,000.00	15,000.00	0 %
	354 Repairs & Maint - Vehicles	797.41	797.41	3,000.00	3,000.00	2,202.59	27 %
	355 Testing & Supplies (WWTP)	1,134.00	1,134.00	15,000.00	15,000.00	13,866.00	8 %
	374 CSD Utilities - Billing Services	33.72	33.72	4,000.00	4,000.00	3,966.28	1 %
	375 Internet Expenses	373.90	373.90	4,500.00	4,500.00	4,126.10	8 %
	376 Web Page - Upgrade/Maint	1,075.68	1,075.68	800.00	800.00	-275.68	134 %
	379 Utilities - Electric Mission Gardens	103.94	103.94	2,000.00	2,000.00	1,896.06	5 %
	380 Utilities - Alarm Service	50.00	50.00	2,000.00	2,000.00	1,950.00	3 %
	381 Utilities - Electric	10,612.79	10,612.79	80,000.00	80,000.00	69,387.21	13 %
	382 Utilities - Propane	28.23	28.23	600.00	600.00	571.77	5 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
40 WASTEWATER DEPARTMENT							
383	Utilities - Trash	62.06	62.06	700.00	700.00	637.94	9 %
384	Utilities - Water/Sewer	192.73	192.73	3,500.00	3,500.00	3,307.27	6 %
385	Dues and Subscriptions	11.22	11.22	6,000.00	6,000.00	5,988.78	0 %
386	Education and Training	300.00	300.00	2,500.00	2,500.00	2,200.00	12 %
393	Advertising and Public Notices	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
394	LAFCO Allocations	1,932.53	1,932.53	1,500.00	1,500.00	-432.53	129 %
395	Community Outreach	0.00	0.00	1,200.00	1,200.00	1,200.00	0 %
396	Utilities - SoCal Gas	17.51	17.51	500.00	500.00	482.49	4 %
410	Office Supplies	84.21	84.21	2,000.00	2,000.00	1,915.79	4 %
432	Utility Rate Design Study	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
459	SCADA - Maintenance Fees	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
465	Cell phones, Radios and Pagers	148.27	148.27	1,920.00	1,920.00	1,771.73	8 %
475	Computer Supplies & Upgrades	875.50	875.50	0.00	0.00	-875.50	*** %
485	Fuel Expense	368.61	368.61	6,000.00	6,000.00	5,631.39	6 %
490	Small Tools & Equipment	341.81	341.81	5,500.00	5,500.00	5,158.19	6 %
495	Uniform Expense	0.00	0.00	2,500.00	2,500.00	2,500.00	0 %
545	Sewer System Mgmt Plan (SSMP)	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
546	Master Plans	0.00	0.00	6,000.00	6,000.00	6,000.00	0 %
560	Sewer Line Repairs	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
570	Repairs, Maint. & Video Sewer Lines	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
580	Mission Gardens Lift Station Projects	0.00	0.00	10,000.00	10,000.00	10,000.00	0 %
582	WWTP Plant Maintenance	3,053.88	3,053.88	40,000.00	40,000.00	36,946.12	8 %
583	WWTP Drying Pond Maintenance	0.00	0.00	25,000.00	25,000.00	25,000.00	0 %
585	Sludge Removal Project	0.00	0.00	25,000.00	25,000.00	25,000.00	0 %
587	WWTF Final Design/Construction	50,263.31	50,263.31	450,000.00	450,000.00	399,736.69	11 %
705	Waste Discharge Fees/Permits	0.00	0.00	30,000.00	30,000.00	30,000.00	0 %
715	Licenses, Permits and Fees	1,084.00	1,084.00	4,000.00	4,000.00	2,916.00	27 %
805	Refundable Water/Sewer/Hydrant	0.00	0.00	100.00	100.00	100.00	0 %
940	Bank Service Charges	0.00	0.00	100.00	100.00	100.00	0 %
949	Lease agreements	990.00	990.00	14,000.00	14,000.00	13,010.00	7 %
955	3W Water Line SGMA	0.00	0.00	200,000.00	200,000.00	200,000.00	0 %
960	Property Tax Expense	0.00	0.00	150.00	150.00	150.00	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	150,000.00	150,000.00	150,000.00	0 %
972	Loan Interest Payment	0.00	0.00	150,000.00	150,000.00	150,000.00	0 %
	<b>Account Total:</b>	<b>131,347.33</b>	<b>131,347.33</b>	<b>1,981,002.00</b>	<b>1,981,002.00</b>	<b>1,849,654.67</b>	<b>7 %</b>
	<b>Account Group Total:</b>	<b>131,347.33</b>	<b>131,347.33</b>	<b>1,981,002.00</b>	<b>1,981,002.00</b>	<b>1,849,654.67</b>	<b>7 %</b>
	<b>Fund Total:</b>	<b>131,347.33</b>	<b>131,347.33</b>	<b>1,981,002.00</b>	<b>1,981,002.00</b>	<b>1,849,654.67</b>	<b>7 %</b>

50 WATER DEPARTMENT

65000 Water  
65000 Water

101	EE Timekeeping Costs	1,108.78	1,108.78	0.00	0.00	-1,108.78	*** %
105	Salaries and Wages	23,491.94	23,491.94	318,856.00	318,856.00	295,364.06	7 %
111	BOD Stipend	284.00	284.00	1,896.00	1,896.00	1,612.00	15 %
120	Workers' Compensation	6,099.60	6,099.60	18,000.00	18,000.00	11,900.40	34 %
121	Physicals	0.00	0.00	150.00	150.00	150.00	0 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
50 WATER DEPARTMENT							
135	Payroll Tax - FICA/SS	17.60	17.60	1,169.00	1,169.00	1,151.40	2 %
140	Payroll Tax - Medicare	323.44	323.44	4,932.00	4,932.00	4,608.56	7 %
155	Payroll Tax - SUI	13.36	13.36	1,710.00	1,710.00	1,696.64	1 %
160	Payroll Tax - ETT	0.28	0.28	30.00	30.00	29.72	1 %
205	Insurance - Health	3,759.04	3,759.04	46,122.00	46,122.00	42,362.96	8 %
210	Insurance - Dental	142.81	142.81	1,854.00	1,854.00	1,711.19	8 %
215	Insurance - Vision	22.95	22.95	310.00	310.00	287.05	7 %
225	Retirement - PERS Expense	11,305.96	11,305.96	30,869.00	30,869.00	19,563.04	37 %
305	Operations & Maintenance	27.65	27.65	8,000.00	8,000.00	7,972.35	0 %
310	Phone & Fax Expense	116.20	116.20	1,500.00	1,500.00	1,383.80	8 %
315	Postage, Shipping & Freight	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
319	Legal: P.R.A.s - Professional Svcs	0.00	0.00	600.00	600.00	600.00	0 %
320	Printing & Reproduction	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
321	IT Services - Professional Svcs	0.00	0.00	12,800.00	12,800.00	12,800.00	0 %
323	Auditor - Professional Svcs	0.00	0.00	3,600.00	3,600.00	3,600.00	0 %
324	GSA-GSP - Professional Svcs	234.53	234.53	15,000.00	15,000.00	14,765.47	2 %
325	Accounting - Professional Svcs	480.00	480.00	4,500.00	4,500.00	4,020.00	11 %
326	Engineering - Professional Svcs	0.00	0.00	25,000.00	25,000.00	25,000.00	0 %
327	Legal: General - Professional Svcs	1,593.23	1,593.23	27,000.00	27,000.00	25,406.77	6 %
328	Insurance - Prop & Liability	32,485.00	32,485.00	32,000.00	32,000.00	-485.00	102 %
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	Legal: SMEA - Professional Svcs	594.00	594.00	3,500.00	3,500.00	2,906.00	17 %
333	Legal: HR - Professional Svcs	2,494.51	2,494.51	7,500.00	7,500.00	5,005.49	33 %
334	Maintenance Agreements	37.50	37.50	9,000.00	9,000.00	8,962.50	0 %
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 %
341	Space Rental	56.25	56.25	0.00	0.00	-56.25	*** %
345	Mileage Expense Reimbursement	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
348	Safety Equipment and Supplies	62.20	62.20	2,000.00	2,000.00	1,937.80	3 %
350	Repairs & Maint - Computers	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
351	Repairs & Maint - Equip	27.06	27.06	5,000.00	5,000.00	4,972.94	1 %
352	Repairs & Maint - Structures	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
353	Repairs & Maint - Infrastructure	601.83	601.83	50,000.00	50,000.00	49,398.17	1 %
354	Repairs & Maint - Vehicles	797.41	797.41	3,000.00	3,000.00	2,202.59	27 %
356	Testing & Supplies - Well #3 (Water)	0.00	0.00	3,500.00	3,500.00	3,500.00	0 %
357	Testing & Supplies - Well #4 (Water)	0.00	0.00	3,500.00	3,500.00	3,500.00	0 %
358	Testing & Supplies - SLT Well (Water)	246.00	246.00	6,000.00	6,000.00	5,754.00	4 %
359	Testing & Supplies - Other	531.00	531.00	6,000.00	6,000.00	5,469.00	9 %
362	Cross-Connection Control Svcs.	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
374	CSD Utilities - Billing Services	33.73	33.73	4,000.00	4,000.00	3,966.27	1 %
375	Internet Expenses	253.92	253.92	3,500.00	3,500.00	3,246.08	7 %
376	Web Page - Upgrade/Maint	1,060.74	1,060.74	800.00	800.00	-260.74	133 %
380	Utilities - Alarm Service	50.00	50.00	2,000.00	2,000.00	1,950.00	3 %
381	Utilities - Electric	6,604.94	6,604.94	46,000.00	46,000.00	39,395.06	14 %
382	Utilities - Propane	28.24	28.24	1,000.00	1,000.00	971.76	3 %
383	Utilities - Trash	62.06	62.06	700.00	700.00	637.94	9 %
384	Utilities - Water/Sewer	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
385	Dues and Subscriptions	11.06	11.06	4,500.00	4,500.00	4,488.94	0 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
50 WATER DEPARTMENT							
386	Education and Training	211.00	211.00	5,000.00	5,000.00	4,789.00	4 %
393	Advertising and Public Notices	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
394	LAFCO Allocations	1,932.53	1,932.53	1,500.00	1,500.00	-432.53	129 %
395	Community Outreach	0.00	0.00	1,200.00	1,200.00	1,200.00	0 %
396	Utilities - SoCal Gas	33.42	33.42	2,000.00	2,000.00	1,966.58	2 %
410	Office Supplies	84.21	84.21	2,000.00	2,000.00	1,915.79	4 %
432	Utility Rate Design Study	14,373.99	14,373.99	20,000.00	20,000.00	5,626.01	72 %
459	SCADA - Maintenance Fees	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
465	Cell phones, Radios and Pagers	148.27	148.27	1,920.00	1,920.00	1,771.73	8 %
475	Computer Supplies & Upgrades	875.50	875.50	0.00	0.00	-875.50	*** %
481	Chemicals- Well #3	1,229.53	1,229.53	4,000.00	4,000.00	2,770.47	31 %
482	Chemicals- Well #4	1,638.78	1,638.78	4,000.00	4,000.00	2,361.22	41 %
483	Chemicals- SLT Well	918.93	918.93	3,000.00	3,000.00	2,081.07	31 %
485	Fuel Expense	368.60	368.60	6,000.00	6,000.00	5,631.40	6 %
490	Small Tools & Equipment	0.00	0.00	6,000.00	6,000.00	6,000.00	0 %
495	Uniform Expense	0.00	0.00	2,500.00	2,500.00	2,500.00	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	0.00	20,000.00	20,000.00	20,000.00	0 %
535	Water Lines Repairs	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
546	Master Plans	0.00	0.00	6,000.00	6,000.00	6,000.00	0 %
605	USDA Loan Payment	0.00	0.00	20,000.00	20,000.00	20,000.00	0 %
715	Licenses, Permits and Fees	1,144.00	1,144.00	7,000.00	7,000.00	5,856.00	16 %
805	Refundable Water/Sewer/Hydrant	0.00	0.00	100.00	100.00	100.00	0 %
930	Interest Fees	0.00	0.00	60,000.00	60,000.00	60,000.00	0 %
940	Bank Service Charges	0.00	0.00	100.00	100.00	100.00	0 %
949	Lease agreements	990.00	990.00	14,000.00	14,000.00	13,010.00	7 %
961	SLT Tank and Booster Pump Project	970.39	970.39	38,726.00	38,726.00	37,755.61	3 %
962	0.65 MG Tank	0.00	0.00	67,660.00	67,660.00	67,660.00	0 %
	<b>Account Total:</b>	<b>119,977.97</b>	<b>119,977.97</b>	<b>1,109,304.00</b>	<b>1,109,304.00</b>	<b>989,326.03</b>	<b>11 %</b>
	<b>Account Group Total:</b>	<b>119,977.97</b>	<b>119,977.97</b>	<b>1,109,304.00</b>	<b>1,109,304.00</b>	<b>989,326.03</b>	<b>11 %</b>
	<b>Fund Total:</b>	<b>119,977.97</b>	<b>119,977.97</b>	<b>1,109,304.00</b>	<b>1,109,304.00</b>	<b>989,326.03</b>	<b>11 %</b>
60 SOLID WASTE DEPARTMENT							
66000 SOLID WASTE							
101	EE Timekeeping Costs	123.20	123.20	0.00	0.00	-123.20	*** %
105	Salaries and Wages	1,138.44	1,138.44	16,745.00	16,745.00	15,606.56	7 %
111	BOD Stipend	16.00	16.00	264.00	264.00	248.00	6 %
120	Workers' Compensation	13.82	13.82	100.00	100.00	86.18	14 %
121	Physicals	0.00	0.00	50.00	50.00	50.00	0 %
135	Payroll Tax - FICA/SS	1.00	1.00	60.00	60.00	59.00	2 %
140	Payroll Tax - Medicare	14.39	14.39	246.00	246.00	231.61	6 %
155	Payroll Tax - SUI	0.76	0.76	75.00	75.00	74.24	1 %
160	Payroll Tax - ETT	0.00	0.00	1.00	1.00	1.00	0 %
205	Insurance - Health	142.33	142.33	1,783.00	1,783.00	1,640.67	8 %
210	Insurance - Dental	5.25	5.25	66.00	66.00	60.75	8 %
215	Insurance - Vision	0.80	0.80	12.00	12.00	11.20	7 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
60 SOLID WASTE DEPARTMENT							
	225 Retirement - PERS Expense	122.47	122.47	1,389.00	1,389.00	1,266.53	9 %
	305 Operations & Maintenance	1.12	1.12	2,000.00	2,000.00	1,998.88	0 %
	310 Phone & Fax Expense	6.55	6.55	50.00	50.00	43.45	13 %
	315 Postage, Shipping & Freight	0.00	0.00	50.00	50.00	50.00	0 %
	319 Legal: P.R.A.s - Professional Svcs	0.00	0.00	50.00	50.00	50.00	0 %
	320 Printing & Reproduction	0.00	0.00	50.00	50.00	50.00	0 %
	321 IT Services - Professional Svcs	0.00	0.00	3,300.00	3,300.00	3,300.00	0 %
	323 Auditor - Professional Svcs	0.00	0.00	600.00	600.00	600.00	0 %
	325 Accounting - Professional Svcs	45.00	45.00	750.00	750.00	705.00	6 %
	327 Legal: General - Professional Svcs	5,880.55	5,880.55	1,500.00	1,500.00	-4,380.55	392 %
	328 Insurance - Prop & Liability	1,646.35	1,646.35	1,800.00	1,800.00	153.65	91 %
	329 New Hire Screening	0.00	0.00	50.00	50.00	50.00	0 %
	330 Contract Labor	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	331 Legal: SMEA - Professional Svcs	0.00	0.00	250.00	250.00	250.00	0 %
	333 Legal: HR - Professional Svcs	140.54	140.54	400.00	400.00	259.46	35 %
	334 Maintenance Agreements	0.00	0.00	600.00	600.00	600.00	0 %
	335 Meals	0.00	0.00	100.00	100.00	100.00	0 %
	340 Meetings and Conferences	0.00	0.00	100.00	100.00	100.00	0 %
	341 Space Rental	3.00	3.00	0.00	0.00	-3.00	*** %
	345 Mileage Expense Reimbursement	0.00	0.00	50.00	50.00	50.00	0 %
	348 Safety Equipment and Supplies	0.00	0.00	500.00	500.00	500.00	0 %
	350 Repairs & Maint - Computers	0.00	0.00	150.00	150.00	150.00	0 %
	351 Repairs & Maint - Equip	0.00	0.00	500.00	500.00	500.00	0 %
	352 Repairs & Maint - Structures	0.00	0.00	100.00	100.00	100.00	0 %
	353 Repairs & Maint - Infrastructure	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
	354 Repairs & Maint - Vehicles	0.00	0.00	150.00	150.00	150.00	0 %
	375 Internet Expenses	10.58	10.58	150.00	150.00	139.42	7 %
	376 Web Page - Upgrade/Maint	59.76	59.76	132.00	132.00	72.24	45 %
	382 Utilities - Propane	0.00	0.00	150.00	150.00	150.00	0 %
	385 Dues and Subscriptions	0.63	0.63	1,000.00	1,000.00	999.37	0 %
	386 Education and Training	19.00	19.00	500.00	500.00	481.00	4 %
	393 Advertising and Public Notices	0.00	0.00	500.00	500.00	500.00	0 %
	394 LAFCO Allocations	1,932.52	1,932.52	1,500.00	1,500.00	-432.52	129 %
	395 Community Outreach	0.00	0.00	500.00	500.00	500.00	0 %
	410 Office Supplies	5.01	5.01	0.00	0.00	-5.01	*** %
	432 Utility Rate Design Study	0.00	0.00	16,473.00	16,473.00	16,473.00	0 %
	465 Cell phones, Radios and Pagers	16.47	16.47	100.00	100.00	83.53	16 %
	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	0.00	0.00	150.00	150.00	150.00	0 %
	650 SB1383 Compliance	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
	940 Bank Service Charges	0.00	0.00	50.00	50.00	50.00	0 %
	949 Lease agreements	110.00	110.00	600.00	600.00	490.00	18 %
	<b>Account Total:</b>	<b>11,455.54</b>	<b>11,455.54</b>	<b>60,396.00</b>	<b>60,396.00</b>	<b>48,940.46</b>	<b>19 %</b>
	<b>Account Group Total:</b>	<b>11,455.54</b>	<b>11,455.54</b>	<b>60,396.00</b>	<b>60,396.00</b>	<b>48,940.46</b>	<b>19 %</b>
	<b>Fund Total:</b>	<b>11,455.54</b>	<b>11,455.54</b>	<b>60,396.00</b>	<b>60,396.00</b>	<b>48,940.46</b>	<b>19 %</b>
	<b>Grand Total:</b>	<b>411,612.62</b>	<b>411,612.62</b>	<b>3,905,590.00</b>	<b>3,905,590.00</b>	<b>3,493,977.38</b>	<b>11 %</b>

SAN MIGUEL COMMUNITY SERVICES DISTRICT  
Cash Report  
For the Accounting Period: 7/23

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
<b>20 FIRE PROTECTION DEPARTMENT</b>						
10200 OPERATING CASH - PREMIER	-6,310.07	0.00	612,242.41	0.00	153,453.96	452,478.38
10250 PAC PREMIER - PAYROLL	-7,774.30	0.00	35,040.64	0.00	26,264.80	1,001.54
10340 PAC PREMIER OPERATIONAL	670,698.46	14,333.89	0.00	0.00	532,373.00	152,659.35
10350 PAC PREMIER - CAPITAL	356,809.51	38.05	3,956.00	0.00	80,730.00	280,073.56
10461 COMMUNITY BANK OF SANTA	135,840.66	21,245.20	0.00	11.91	0.00	157,073.95
<b>Total Fund</b>	<b>1,149,264.26</b>	<b>35,617.14</b>	<b>651,239.05</b>	<b>11.91</b>	<b>792,821.76</b>	<b>1,043,286.78</b>
<b>30 STREET LIGHTING DEPARTMENT</b>						
10200 OPERATING CASH - PREMIER	189,235.02	7,910.51	322.44	0.00	8,717.10	188,750.87
10250 PAC PREMIER - PAYROLL	81.94	0.00	1,518.18	0.00	1,518.18	81.94
10340 PAC PREMIER OPERATIONAL	60,575.25	15.37	0.00	0.00	0.00	60,590.62
10350 PAC PREMIER - CAPITAL	45,416.91	6.26	0.00	0.00	0.00	45,423.17
10460 Cambridge Investment/King	494,866.03	1,546.17	0.00	0.00	0.00	496,412.20
<b>Total Fund</b>	<b>790,175.15</b>	<b>9,478.31</b>	<b>1,840.62</b>		<b>10,235.28</b>	<b>791,258.80</b>
<b>40 WASTEWATER DEPARTMENT</b>						
10000 CASH DRAWER	150.00	0.00	0.00	0.00	0.00	150.00
10200 OPERATING CASH - PREMIER	1,486,504.83	119,686.40	6,179.17	0.00	145,491.74	1,466,878.66
10250 PAC PREMIER - PAYROLL	2,032.08	0.00	25,193.40	0.00	25,193.40	2,032.08
10260 PAC WESTERN BANK - LONG	201,570.95	51.36	0.00	0.00	0.00	201,622.31
10340 PAC PREMIER OPERATIONAL	330,975.31	83.96	0.00	0.00	0.00	331,059.27
10350 PAC PREMIER - CAPITAL	370,258.69	51.03	0.00	0.00	0.00	370,309.72
10460 Cambridge Investment/King	596,646.66	1,864.17	0.00	0.00	0.00	598,510.83
<b>Total Fund</b>	<b>2,988,138.52</b>	<b>121,736.92</b>	<b>31,372.57</b>		<b>170,685.14</b>	<b>2,970,562.87</b>
<b>50 WATER DEPARTMENT</b>						
10000 CASH DRAWER	150.00	0.00	0.00	0.00	0.00	150.00
10150 Cash in SLO County	79,227.50	0.00	0.00	0.00	0.00	79,227.50
10200 OPERATING CASH - PREMIER	333,418.71	88,576.27	4,578.66	54.09	129,115.14	297,404.41
10250 PAC PREMIER - PAYROLL	1,980.47	0.00	39,361.38	0.00	39,361.38	1,980.47
10340 PAC PREMIER OPERATIONAL	155,596.53	39.47	0.00	0.00	0.00	155,636.00
10350 PAC PREMIER - CAPITAL	81,947.27	11.29	0.00	0.00	0.00	81,958.56
10400 HOB - USDA RESERVE	70,009.17	0.59	0.00	0.00	0.00	70,009.76
10460 Cambridge Investment/King	149,161.67	466.04	0.00	0.00	0.00	149,627.71
<b>Total Fund</b>	<b>871,491.32</b>	<b>89,093.66</b>	<b>43,940.04</b>	<b>54.09</b>	<b>168,476.52</b>	<b>835,994.41</b>
<b>60 SOLID WASTE DEPARTMENT</b>						
10200 OPERATING CASH - PREMIER	48,493.64	5,230.52	257.95	0.00	11,713.49	42,268.62
10250 PAC PREMIER - PAYROLL	0.00	0.00	1,441.44	0.00	1,441.44	0.00
10340 PAC PREMIER OPERATIONAL	72,409.50	18.37	0.00	0.00	0.00	72,427.87
10350 PAC PREMIER - CAPITAL	22,906.24	3.16	0.00	0.00	0.00	22,909.40
<b>Total Fund</b>	<b>143,809.38</b>	<b>5,252.05</b>	<b>1,699.39</b>		<b>13,154.93</b>	<b>137,605.89</b>
<b>71 PAYROLL CLEARING FUND</b>						
10250 PAC PREMIER - PAYROLL	1,123.05	0.00	76,023.20	78,032.69	0.00	-886.44
<b>73 CLAIMS CLEARING FUND</b>						
10200 OPERATING CASH - PREMIER	68,785.53	0.00	331,502.76	319,158.33	0.00	81,129.96
10250 PAC PREMIER - PAYROLL	0.00	0.00	17,756.00	17,756.00	0.00	0.00
<b>Total Fund</b>	<b>68,785.53</b>		<b>349,258.76</b>	<b>336,914.33</b>		<b>81,129.96</b>
<b>Totals</b>	<b>6,012,787.21</b>	<b>261,178.08</b>	<b>1,155,373.63</b>	<b>415,013.02</b>	<b>1,155,373.63</b>	<b>5,858,952.27</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.

**SAN MIGUEL CSD Investment Portfolio Report - MONTHLY**

7/31/2023

	SECURITY	PRICE	COUPON	AMOUNT	YIELDS AVG YIELD	ANNUAL CASH FLOW	MATURITY DATE	FDIC CERT #	SETTLE DATE	MARKET VALUE AS OF REPORT	PORTFOLIO % BY INVESTMENT
	Fidelity Govt MMKT	\$ 1.00	4.23%	\$ 18,887.12	4.23%	\$ 810.26				\$ 18,887.12	1%
Lighting - Capital	Morgan Stanley Bank NA	\$ 100.00	3.05%	\$ 75,000.00	3.05%	\$ 2,287.50	2/14/2024	32992	2/14/2019	\$ 74,122.50	6%
SMCSD BMS Accounts: 30 46000, 30-46100	Comenity Cap. Bank	\$ 100.00	2.75%	\$ 65,000.00	2.75%	\$ 1,787.50	4/15/2024	57570	4/15/2019	\$ 63,814.40	5%
	BMW Bank NA	\$ 100.00	4.60%	\$ 200,000.00	4.60%	\$ 9,200.00	3/10/2028	35141	3/10/2028	\$ 195,466.00	16%
Lighting- Reserve	Morgan Stanley Bank NA	\$ 100.00	5.05%	\$ 150,000.00	5.05%	\$ 7,575.00	3/10/2028	32992	3/10/2028	\$ 148,633.50	12%
Wastewater- LT Mnt	Freddie Mac	\$ 99.78	5.00%	\$ 300,000.00	5.05%	\$ 15,000.00	2/7/2028	N/A	3/8/2023	\$ 294,471.00	24%
Wastewater - Capital	BMO HARRIS BANK NA	\$ 100.000	5.00%	\$ 200,000.00	5.00%	\$ 10,000.00	5/18/2028	16571	5/18/2023	\$ 198,572.00	16%
	MEDALLION BANK	\$ 100.000	5.00%	\$ 103,000.00	5.00%	\$ 5,150.00	5/24/2028	57449	3/8/2023	\$ 102,252.22	8%
Water - Capital	Morgan Stanley Private Bk	\$ 100.00	5.05%	\$ 150,000.00	5.05%	\$ 7,575.00	3/10/2028	34221	3/10/2023	\$ 148,332.00	12%
<b>Total &amp; Average:</b>				<b>\$ 1,261,887.12</b>	<b>4.72%</b>	<b>\$ 59,385.26</b>				<b>\$ 1,244,550.74</b>	<b>100%</b>

**Disclosure**

Registered Representative Securities offered through Cambridge Investment Research, Inc., a broker-dealer, member FINRA/SIPC. Investment Advisor Representative Cambridge Investment Research Advisors, Inc., a Registered Investment



**SMCSD STATEMENTS OF INFORMATION:**

As of this report date the District is in compliance with the SMCSD Investment Policy.

As of this report date the District has the ability to meet it's expenditure requirements through: January 28, 2024

Kelly Dodds, General Manager SMCSD

Michelle Hido, Financial Officer SMCSD

**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

**August 24, 2023**

**AGENDA ITEM: 10.2**

**SUBJECT:** Rural Fire Capacity (RFC) Grant

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**SUGGESTED ACTION:** Approve RESOLUTION 2023-36 authorizing the Fire Chief to accept the Rural Fire Capacity (RFC) grant award agreement number 7GF23106 from Cal Fire in matching grant funding in the amount of \$14,235.76 for the purchase of equipment as described and approved within the grant application submitted April 19, 2023.

Total purchases shall not exceed \$28,471.52

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**DISCUSSION:**

On April 19, 2023, San Miguel Fire applied for the 2023 Rural Fire Capacity (RFC) Grant requesting a 50% matching grant for funding for a total project amount of \$39,977.76 to assistance with the procurement of essential items required for Firefighter safety. This application was for matching grant funding of up to 50% of the total project amount of \$39,977.76. The original grant funding request was a matching amount request of \$19,998.88 with a project total of \$39,977.76.

However, only a partial matching award was approved in the amount of \$14,235.64 reducing the overall total to \$28,471.28 as detailed within the attached documentation.

The Department shall be exploring funding options for the balance of the project.

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**FISCAL IMPACT:**

All expenditures within the agreement are accounted for within the current FY2023/2024 budgeted.

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PREPARED BY: Scott Young

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**BEFORE THE BOARD OF DIRECTORS OF THE  
San Miguel Community Services District  
COUNTY OF San Luis Obispo, STATE OF CALIFORNIA**

**IN THE MATTER OF:**

**Resolution Number: 2023-36**

**Approving the Department of Forestry and Fire Protection Agreement #7GF23106** for services from the date of last signatory on page 1 of the Agreement to June 30, 2024, under the Volunteer Fire Capacity Program of the Cooperative Forestry Assistance Act of 1978.

**BE IT RESOLVED** by the Board of Directors of the San Miguel Community Services District, that said Board does hereby approve the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 1 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Capacity Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2023-24 up to and no more than the amount of \$14,235.64.

**BE IT FURTHER RESOLVED** that Scott Young, Fire Chief of said Board be and hereby is authorized to sign and execute said Agreement and any amendments on behalf of the San Miguel Community Services District.

The foregoing resolution was duly passed and adopted by the Board of Directors of the San Miguel Community Services District, at a regular meeting thereof, held on the 24<sup>th</sup> day of August 2023, by the following vote:

AYES:

\_\_\_\_\_  
Signature, Board of Directors Member

NAYS:

Rod Smiley, Board President  
Printed Name and Title

ABSENT

\_\_\_\_\_  
Signature, Board of Directors Member

\_\_\_\_\_  
Printed Name and Title

-----**CERTIFICATION OF RESOLUTION**-----

**ATTEST:**

I Tammara Parent, Clerk of the San Miguel Community Services District, County of San Luis Obispo, California do hereby certify that this is a true and correct copy of the original Resolution Number 2023-36.

WITNESS MY HAND OR THE SEAL OF THE San Miguel Community Services District, on this 24th day of August 2023.

**OFFICIAL SEAL  
OR NOTARY CERTIFICATON**

\_\_\_\_\_  
Signature

Tamara Parent, Board Clerk, San Miguel Community Services District

**State of California  
Department of Forestry and Fire Protection (CAL FIRE)  
Cooperative Fire Protection  
GRANT AGREEMENT**

**APPLICANT:** San Miguel Community Services District Fire Department

**PROJECT TITLE:** Volunteer Fire Capacity

**GRANT AGREEMENT:** 7GF23106

**PROJECT PERFORMANCE PERIOD is from date upon approval through June 30, 2024.**

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up to the total state grant amount indicated.

**PROJECT DESCRIPTION:** Cost-share funds awarded to provide assistance to rural areas in upgrading their capability to organize, train, and equip local forces for fire protection.

**Total State Grant not to exceed \$ \$14,235.64** (or project costs, whichever is less).

*\*The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

**STATE OF CALIFORNIA  
DEPARTMENT OF FORESTRY  
AND FIRE PROTECTION**

San Miguel CSD- Fire  
\_\_\_\_\_  
Applicant

By \_\_\_\_\_  
Signature of Authorized Representative

Title  
Fire Chief, Scott Young  
\_\_\_\_\_

Date August 25, 2023  
\_\_\_\_\_

By \_\_\_\_\_

Title: **David Scheurich**  
**Staff Chief, Cooperative Fire Programs**  
\_\_\_\_\_

Date \_\_\_\_\_

**CERTIFICATION OF FUNDING**

GRANT AGREEMENT NUMBER	PO ID	SUPPLIER ID
FUND <b>0001</b>	FUND NAME General Fund	
PROJECT ID 354023DG2012166	ACTIVITY ID SUBGNT	AMOUNT OF ESTIMATE FUNDING <b>\$ \$14,235.64</b>
GL UNIT 3540	BUD REF 001	CHAPTER 12
PROGRAM NUMBER 9999000FED	ENY <b>2023</b>	ADJ. INCREASING ENCUMBRANCE <b>\$ 0.00</b>
ACCOUNT 5340580	ALT ACCOUNT <b>5340580002</b>	ADJ. DECREASING ENCUMBRANCE <b>\$ 0.00</b>
REPORTING STRUCTURE 35409206	SERVICE LOCATION 92750	UNENCUMBERED BALANCE <b>\$ \$14,235.64</b>

**I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.**

\_\_\_\_\_  
Signature of CAL FIRE Accounting Officer

\_\_\_\_\_  
Date

**VOLUNTEER FIRE CAPACITY PROGRAM  
TERMS AND CONDITIONS**

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA  
Natural Resources Agency

Agreement for the Volunteer Fire Capacity Program of the  
Cooperative Forestry Assistance Act of 1978

THIS AGREEMENT, made and entered between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and San Miguel CSD Fire hereinafter called "LOCAL AGENCY", covenants as follows:

RECITALS:

1. STATE has been approved as a passthrough agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Volunteer Fire Capacity program in California, hereinafter referred to as VFC, authorized by the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, 92 Stat 365, 16 U.S.C. 2106), as amended.
2. This is a subaward under the 2023 Volunteer Fire Capacity Grant #23-DG-11052012-166 awarded to STATE by the Forest Service on August 3, 2023. The Federal Assistance Listing for the award is 10.698, Cooperative Forestry Program. This subaward is funded solely with Federal funds and is subject to the Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400, and under certain terms and conditions to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability.
3. LOCAL AGENCY desires to participate in said VFC and agrees to the terms and conditions specified in the Procedural Guide for Volunteer Fire Capacity Program 2023.

NOW THEREFORE, it is mutually agreed between the parties as follows:

4. **APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.**
5. **INCORPORATION: The Procedural Guide for Volunteer Fire Capacity Program 2023, submitted Application for Funding and associated Grant Assurances are hereby incorporated by reference as part of the Grant Agreement.**
6. **TIMELINESS: Time is of the essence in this Agreement.**
7. **FORFEITURE OF AWARD: LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the email address specified in paragraph 12, with a timestamp no later than December 1, 2023 or LOCAL AGENCY will forfeit the funds.**

8. GRANT AND BUDGET CONTINGENCY CLAUSE: It is mutually understood between the parties that this **Agreement** may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the **Agreement** were executed after that determination was made.

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the **State Fiscal Year 2023** for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

9. REIMBURSEMENT: STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed **\$14,235.64** on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Proposed Project, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 1 and JUNE 30, 2024.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the e-mail address specified in paragraph 12, with a timestamp no later than September 1, 2024 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice and proof of payment to vendor(s) must be included for items purchased.
10. LIMITATIONS: Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFC, upon expenditure of United States Government Funds. Pursuant to 2CFR200.313 Equipment, subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interest in accordance with paragraph 17 below.
11. MATCHING FUNDS: Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFC Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Proposed Project". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY.

LOCAL AGENCY shall not use VFC Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFC Funds.

12. ADDRESSES: The mailing addresses of the parties hereto under the terms of the Agreement are:

LOCAL AGENCY: San Miguel Fire  
1150 Mission Street  
San Miguel, CA. 93451  
Attention: Scott Young  
Telephone Number(s): 805-467-3388 or 805-975-8586 cell  
E-mail scott.young@sanmiguelcsd.org

STATE: **Department of Forestry and Fire Protection**  
**Grants Management Unit, Attn: Megan Esfandiary**  
**P. O. Box 944246**  
**Sacramento, California 94244-2460**  
**PHONE: (916) 894-9845**  
**E-MAIL: [Megan.Esfandiary@fire.ca.gov](mailto:Megan.Esfandiary@fire.ca.gov)**

13. PURPOSE: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY. Project funds are not to be used for research and development.
14. COMBINING: In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
15. OVERRUNS: In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the **Agreement** share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
16. UNDERRUNS: In the event that the total cost of a funded project is less than the estimate of costs upon which this **Agreement** is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for **Agreement** funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Proposed Project application, made by STATE, will be in writing and will require an amendment.
17. FEDERAL INTEREST IN EQUIPMENT: The Federal Government has a vested interest in any item purchased with VFC funding in excess of \$5,000 regardless of the length of this **Agreement**, until such time as the fair market value is less than \$5,000. The VFC percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE of the disposal of such items.

18. EQUIPMENT INVENTORY: Any single item purchased in excess of \$5,000 will be assigned an VFC Property Number by the STATE. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 12. The STATE will advise the LOCAL AGENCY Contact of the VFC Property Number assigned.
19. AUDIT: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this **Agreement**. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
20. DISPUTES: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY or audit findings, the dispute will be decided by STATE and its decision shall be final and binding.
21. MONITORING: LOCAL AGENCY agrees to the monitoring of activities as necessary by STATE to ensure that the award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the agreement; and that performance goals are achieved.
22. INDEMNIFICATION: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this **Agreement**.
23. CIVIL RIGHTS: LOCAL AGENCY agrees to comply with civil rights requirements as detailed in the Complying With Civil Rights Requirements brochure (FS-850) and the And Justice For All poster (AD-475A). The poster is to be placed at all public point of contact/reception areas.
24. DRUG-FREE WORKPLACE REQUIREMENTS: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed **Agreement** will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

25. **TERM:** The term of the **Agreement** SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 1 and continue through June 30, 2024.
26. **TERMINATION:** This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
27. **AMENDMENTS:** No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.
28. **INDEPENDENT CONTRACTOR:** LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.
29. **INDIRECT RATE:** LOCAL AGENCY may not assess an indirect rate in excess of their Federally approved Negotiated Indirect Cost Rate Agreement (NICRA), a de minimis rate if LOCAL AGENCY does not have an approved NICRA, or the VFC program cap rate of 10%, whichever is lesser. LOCAL AGENCY may also elect not to assess an indirect rate. The approved indirect cost rate at the time of execution is 0%.

30. MEDIA: LOCAL AGENCY shall acknowledge STATE and USDA Forest Service support in any publications, audiovisuals and electronic media developed as a result of this award.

It is encouraged to give public notice of the receipt of this award and announce progress and accomplishments, acknowledging STATE and USDA Forest Service support. Follow direction in USDA Supplemental 2 CFR 415.2.

31. ASSIGNMENT: This Agreement is not assignable by LOCAL AGENCY either in whole or in part.

California Department of Forestry and Fire Protection  
2023-2024 Application for Funding Cooperative  
Forestry Assistance Act of 1978  
Volunteer Fire Capacity (VFC) Program  
Agreement # 7GF23106



**A. Department/Organization**

Organization Name: San Miguel CSD Fire  
Contact's First Name: Scott Contact's Last Name: Young  
Street Address: 1150 Mission Street  
Mailing Address: PO Box 180  
City: San Miguel County: San Luis Obispo Zip Code: 93451  
State: California CAL FIRE Unit: SLU - San Luis Obispo Unit  
Phone Number: (805) 467-3388 Email Address: scott.young@sanmiguelcsd.org  
Unique Entity ID: ~~XXXXXXXXXX~~

To check to see what your UEI Number is, or to apply for one, please visit the [SAM.GOV](https://sam.gov) website.

**B. Area to be served by award (include areas covered by contract or written mutual aid agreements).**

Number of Communities: 1 Area: 5.80 square miles  
Congressional District #: CA-#19  
Population: 2,800 Annual Budget: \$ 492,000.00  
Latitude N 35 ° 44 ' 58 " Longitude W -120 41 47 "

(Latitude must be between 32 and 42 degrees. Longitude must be between 114 and 125 degrees. Latitude and Longitude minutes and seconds must be between 0 and 60. Use a central point in the Applicant's service area for the general area covered by the project).

All projects **MUST** have a project area.

**C. Activity: Annual number of emergency incidents.**

Fire: 18 + EMS: 264 + Other: 57 = Total: 339

**D. Indian Tribal Community (If project includes an Indian Tribal Community, please provide):**

Population: Size (acres): # of structures:

Distance to nearest fire station (miles):

**CAL FIRE USE ONLY (Formula-driven)**

Total Application Request (up to 50%; \$500 minimum, \$20,000 maximum)

Project Total Cost: \$ 39,977.76

Amount Funded for this Agreement: \$14,235.64 *ME*

**E. Proposed Project (List individual items for funding. Include tax and shipping in unit cost):**

	Type	Item	Quantity	Unit Cost	Item Total
1.	Communications	BKR5000 Radio Harness	8	\$ 121.24	\$ 969.92
2.	Communications	BKR5000 Radio Harness	8	\$ 121.24	\$ 969.92
3.	Communications	Radio Harness Strap	8	\$ 83.98	\$ 671.84
4.	Communications	Radio Harness Clip	8	\$ 59.68	\$ 477.44
5.	Equipment - Structural	QuantiFit Respirator Tester	1	\$ 11,050.68	\$ 11,050.68
6.	Equipment - Structural	QuantiFit Tester Adaptor	1	\$ 455.80	\$ 455.80
7.	Safety - Structural	Globe G-Xcel Turnout Coat	6	\$ 1,801.44	\$ 10,808.64
8.	Safety - Structural	Globe GPS Trunout Pants	6	\$ 1,395.36	\$ 8,372.16
9.	Safety - Structural	Globe Shadow Boot	6	\$ 626.40	\$ 3,758.40
10.	Safety - Structural	MSA Cairns Invador Helmet	6	\$ 407.16	\$ 2,442.96
11.					\$ 0.00
12.					\$ 0.00
13.					\$ 0.00
14.					\$ 0.00
15.					\$ 0.00
16.					\$ 0.00
17.					\$ 0.00
18.					\$ 0.00
19.					\$ 0.00
20.					\$ 0.00
21.					\$ 0.00
22.					\$ 0.00

**F. CAL FIRE USE ONLY (Formula-Driven)**

Project Total Cost: \$ 39,977.76

**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

**August 24, 2023**

**AGENDA ITEM: 10.3**

**SUBJECT:** Adoption of California Uniform Public Construction Cost Accounting Act (CUPCCA) and Revised Purchasing Policy

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**SUGGESTED ACTION:**

Adopt RESOLUTION 2023-37 electing to subject the District to the requirements of the California Uniform Public Construction Cost Accounting Act and approving an amended Purchasing Policy.

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**DISCUSSION:**

The California Uniform Public Construction Cost Accounting Act (the “Act”) is a program created in 1983 which allows local agencies to perform public project work up to Sixty Thousand Dollars (\$60,000.00) using its own workforce, as well as provides alternative bidding procedures for work performed by contract. By opting into the Act, the District elects to follow the cost accounting procedures set forth in the *Cost Accounting Policies and Procedures Manual* of the California Uniform Construction Cost Accounting Commission (“Commission”).

The Act defines “public project” as the construction, reconstruction, erection, alteration, renovation, improvement, demolition, painting, and repair work involving any publicly owned, leased or operated facility.<sup>[1]</sup> Maintenance work is excluded from the Act, and is defined as routine, recurring, and usual work for the preservation or protection of any publicly owned or operated facility.<sup>[2]</sup> Minor repainting, resurfacing of streets and highways at less than one inch, landscape maintenance, and any work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems is also defined as “maintenance” by the Act.

The most significant benefit of the Act is the increased bidding thresholds for public projects. The Act allows for projects of Sixty Thousand Dollars (\$60,000.00) or less to be performed by negotiated contract or by purchase order<sup>[3]</sup> or by District staff, and projects less than Two Hundred Thousand Dollars (\$200,000.00) may be let to contract using informal bidding procedures.<sup>[4]</sup> Projects that exceed Two Hundred Thousand Dollars (\$200,000.00) are let to contract by formal bidding procedures.<sup>[5]</sup>

The informal bidding procedures described in the *Cost Accounting Policies and Procedures Manual* require notification of bidding using one of two options: (1) Notification sent to the appropriate firms on the bidders list of qualified contractors; or (2) Notification through trade journals and exchanges.

The creation and maintenance of a list of qualified bidders is required by the Act. The list, which is updated each November, is established through written notice to all construction trade journals designated for the District by Public Contract Code section 22036. The notice invites all licensed contractors to submit the name of their firm for inclusion on the list of qualified bidders. All contractors on the list for the category of work being bid are notified and invited to bid on the project. The District may, alternatively, opt to mail a notice inviting bids to all construction trade journals specified in

Section 22036. The notifications must be made at least ten (10) days prior to the bid opening.

Formal bids will continue to be let using the standard bid process, as outlined in the Public Contract Code and the Purchasing Policy.

Currently, public projects that exceed Twenty-Five Thousand Dollars (\$25,000.00) must be formally bid.<sup>[6]</sup> The Act, which increases the bidding threshold, would result in greater efficiency and flexibility when executing public works projects, and would streamline and expedite contracting for smaller projects. The reduction in the number of formal bids reduces project costs by eliminating the need for advertising and reducing the staff time necessary to prepare and carry out the formal bidding process for projects of less than Two Hundred Thousand Dollars (\$200,000.00).

Participation in the Act is open to any local agency in California, and participation is voluntary and can be withdrawn at any time. As of June 1, 2023, there are 289 cities, 45 counties, 739 school districts, and 405 special districts throughout California that have elected to become subject to the Act.

The Act requires election via resolution to become subject to the uniform construction cost accounting procedures. Additionally, an informal bidding policy is required to be adopted pursuant to Public Contract Code section 22034. The District's Purchasing Policy has been revised to conform to the requirements of the Act. Additional revisions have been made to update the Policy to the District's current practices, technological abilities, to correct minor grammatical and typographical errors, and formatting for ease of reference. The revised Policy has been reviewed by District staff, the General Manager, and the General Counsel's office.

[1] Pub. Contract Code, § 22002, subd. (c).

[2] Pub. Contract Code, § 22002, subd. (d).

[3] Pub. Contract Code, § 22032, subd. (a).

[4] *Id.* at subd. (b).

[5] *Id.* at subd. (c).

[6] Pub. Contract Code, §§ 20682, 20682.5.

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**FISCAL IMPACT:**

Due to the increased thresholds for formal bids, the District would benefit from cost savings in advertising and staff time for project administration.

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PREPARED BY: Christina Pritchard

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**RESOLUTION NO. 2023-37**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN MIGUEL COMMUNITY SERVICES DISTRICT ELECTING TO BECOME SUBJECT TO THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES AND ADOPTING AN AMENDED PURCHASING POLICY**

**WHEREAS**, prior to the passage of Assembly Bill No. 1666, Chapter 1054, Statutes of 1983, which added Chapter 2, commencing with Section 22000, to Part 3 of Division 2 of the Public Contract Code, existing law did not provide a uniform cost accounting standard for construction work performed or contracted by local public agencies; and

**WHEREAS**, the California Uniform Public Construction Cost Accounting Act (Public Contract Code section 22000 et seq.) (the "Act") is a program created in 1983 which allows local agencies to perform public project work up to Sixty Thousand Dollars (\$60,000.00) using its own work force, as well as provides alternative bidding procedures for work performed by contract on public works; and

**WHEREAS**, participation in the Act is open to any local agency in California, and participation is voluntary and can be withdrawn at any time; and

**WHEREAS**, the San Miguel Community Services District ("District") would greatly benefit from opting into the Act because the Act provides increased bidding thresholds for public projects; and

**WHEREAS**, the District currently requires public projects that exceed Five Thousand Dollars (\$5,000.00) to be formally bid, as required by Public Contract Code section 20162; and

**WHEREAS**, the increased bidding thresholds provided under the Act will result in greater efficiency and flexibility when executing public works projects, and would streamline and expedite contracting for smaller projects; and

**WHEREAS**, the reduction in the number of formal bids will reduce overall project costs by eliminating the need for advertising and reducing the staff time necessary to prepare and carry out the formal bidding process for projects of less than Two Hundred Thousand Dollars (\$200,000); and

**WHEREAS**, the California Uniform Construction Cost Accounting Commission ("Commission") established under the Act has developed uniform public construction cost accounting procedures for implementation by local public agencies in the performance of, or in the contracting for, construction of public projects; and

**WHEREAS**, the District's current Purchasing Policy, last updated December 16, 2021, has been revised to conform to the requirements of the Act; and

**WHEREAS**, the Board desires to adopt the amended Purchase Policy, attached hereto as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the San Miguel Community Services District hereby:

1. Elect under Public Contract Code section 22030 to become subject to the uniform public construction cost accounting procedures set forth in the Act and to the Commission's policies and procedures manual and cost accounting review procedures.
2. Adopts the amended Purchasing Policy, attached hereto as Exhibit A.
3. Directs the General Manager to take all steps reasonably necessary to implement the Act and the amended Purchasing Policy.
4. This Resolution shall become effective as of September 1, 2023.

**Commented [CMP1]:** This date may be updated to reflect when the District will be ready to implement the policy, whether sooner or later.

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 24<sup>th</sup> day of August 2023.

\_\_\_\_\_  
Kelly Dodds, General Manager

\_\_\_\_\_  
Rod Smiley, Board President

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Tamara Parent, Board Clerk

\_\_\_\_\_  
Douglas L. White, District General Counsel



## SAN MIGUEL COMMUNITY SERVICE DISTRICT

~~December 16<sup>th</sup> 2021~~ August 24, 2023

(~~Previously Last Revised January 2015, June 2017, July 2018, April 2020, December 2021~~)

### **DISTRICT PURCHASING POLICIES, PROCEDURES, AND REGULATIONS GOVERNING CONTRACT AND PROFESSIONAL SERVICES BIDDING PROCEDURES, PURCHASES OF MATERIALS, SUPPLIES, AND EQUIPMENT**

**PURPOSE:** To assure that the financial resources of the San Miguel Community Services District (“District”) are utilized in the most effective and efficient manner, all purchases shall adhere to these established procedures (attached herewith) and shall conform to the State of California laws and regulations pertaining to local agency purchasing policies, procedures and practices. The District purchasing procedures and practices shall conform to these provisions, and also to any adopted District Fiscal Policy and regulations, existing or amended.

The District's purchasing authority is the District General Manager or his/her designated representative. All references in this manual to the District's purchasing authority shall automatically mean the individual acting in the capacity of District General Manager (“General Manager”) and include “or his/her designee.” The fiscal limitations and thresholds contained in this manual apply on a per fiscal year basis (July 1<sup>st</sup> thru June 30<sup>th</sup>).

## PREFACE

To implement and carry out these Purchasing Policies, Procedures, and Regulations, the District shall give special consideration in the following circumstances:

### Local Vendor Preference

It shall be the policy of the District to give local vendors preference given that quality, prior performance, availability of service and parts, delivery schedule and price are equal. In matters of price, the local vendor shall be given full credit for local sales taxes, shipping/freight fees and any other fees or charges that might be applicable had the purchase been made from a non-local vendor.

For purposes of this policy, “local vendor” means a vendor or contractor what has an office with at least one employee physically located with the District. The local vendor preference policy does not apply to contracts funded by grants which prohibit the use of preferences.

### Cooperative Purchasing

It shall be the policy of the District to encourage and participate, whenever possible, in cooperative purchasing endeavors with other public agencies to receive benefits of lower pricing due to the quantities of materials, supplies, equipment or services which would not otherwise be available to the District as a sole purchaser. When procurement is processed through a cooperative purchase agreement with another public agency, whose procurement process is substantially consistent with the provisions of this Policy, the General Manager may waive the minimum requirements for quotes, bids or proposals.

### Limited Availability

Occasionally, required materials, supplies, equipment or services are of a proprietary nature, or are otherwise of such specific design or construction, as to be only available from one source. After receiving evidence that reasonable efforts have been made to find alternative vendors, the ~~Manager~~General Manager may waive the minimum requirement for quotes, bids or proposals.

### Emergency Conditions

An emergency is hereby defined as a breakdown in machinery or equipment resulting in the interruption of an essential service, or a distinct threat to public health, safety or welfare. In such cases, the ~~Manager~~General Manager may waive formal purchasing requirements, but reasonable efforts shall still be made to locate the lowest cost giving due consideration to quality, prior performance, availability of service and parts and delivery schedule.

### **Other Agency Procurement Contracts**

Minimum purchasing requirements are waived when the District elects to participate in a purchase contract of another public agency wherein they undertook a competitive bidding or purchasing process that is similar to the District's. The other public agency purchasing process must have occurred within the last twelve months in order to qualify for the District's participation, unless their purchasing contract was clearly multi-year in nature.

### **Internal Controls**

An integral component of any policy that endeavors to maximize the use of limited fiscal resources is internal controls. Accordingly, purchasing procedures shall also contain provisions relating to access and use of District gasoline credit cards, merchant cards and travel & educational expenditures.

(continued on next page)

# PURCHASING POLICIES, PROCEDURES AND PAYMENT PROCEDURES MANUAL

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## PURCHASING POLICIES, PROCEDURES, AND PAYMENT MANUAL

In order to carry out the purchasing policy of the District, the purchase of supplies, services, equipment or public works projects shall adhere to the procedures as set forth in this manual. This purchasing and payment procedures manual has been drafted to provide consistency with adopted District Fiscal and Financial Policies. Controlling regulations for the purchasing function are set forth in the resolutions and ordinances of the Board of Directors, the California Government Code, and the California Public Contract Code. In the event of a conflict between this Purchasing Policy and any subsequently adopted Board resolution or ordinance, the Board resolution or ordinance shall take precedence.

Nothing within the Purchasing Policy shall be construed as requirement a department, purchaser, or contractor to procure products that do not perform adequately for their intended use, exclude adequate competition, or are not available at a reasonable price in a reasonable period of time. Additionally, nothing within this Purchasing Policy shall be construed as requiring the District, or any department, purchaser, or contractor, to take any action which conflicts with local, State, or federal requirements.

### **Section 1.0 ENCUMBRANCE OF FUNDS**

Except in emergency situations, the General Manager shall not issue any purchase order nor shall any contract be approved for materials, supplies, equipment, vehicles, or services unless there exists an unencumbered appropriation in the department budget against which said purchase or contract is to be charged.

### **Section 2.0 PURCHASES LESS THAN \$5,000**

Provided that there are adequate budget appropriations available and that no administrative restrictions have been imposed by the General Manager or his/her designee, a Department Head or Supervisor may purchase supplies and services up to \$5,000.00 without approval of the ~~Manager~~General Manager, Board of Directors or issuance of a purchase order except as follows.

#### Section 2.0 EXCEPTIONS TO SECTION 1.0

- a) All computers must be purchased with prior approval of the ~~Manager~~General Manager.
- ~~b)~~ All software regardless of cost must be approved by the ~~Manager~~General Manager.
- b)
- c) Preference to local vendors shall be encouraged given that quality, service, and price are similar.

### **Section 3.0 PURCHASES GREATER THAN \$5,000 BUT LESS THAN \$25,000 FOR NON-PUBLIC WORKS PROJECTS**

Provided that there are adequate budget appropriations available and that no administrative restrictions have been imposed by the General Manager or Board of Directors, a Department Head or Supervisor may purchase supplies and services over \$5,000.00 but less than \$25,000.00 subject to purchase order approval from the General Manager. The purchase order must be prepared and approved prior to the purchase commitment.

The ~~Manager~~General Manager must solicit competitive bids prior to the preparation and issuance of a purchase order. Bid results should be attached or noted on the face of the purchase order. Preference to local vendors shall be encouraged given that quality, service, and price are similar.

#### **Section 4.0 PURCHASE ORDERS**

Purchase orders shall be issued for acquisitions of supplies, equipment, and services (including professional), wherein the estimated total purchase is expected to exceed \$5,000.

Purchase orders should be issued for the estimated total amount, even when individual, repeat acquisitions are less than \$5,000. Examples include the transport of sewer sludge wherein any individual transport is less than \$5,000 but the estimated total annual cost exceeds \$5,000. Another example might be the purchase of chlorine.

Subject to the requirements and limits set forth in this manual, the General Manager may approve a purchase order for up to \$25,000.00. Any purchase orders greater than \$25,000.00 or more shall require the Board of Director's concurrence.

Purchase orders may have multiple budgetary account numbers and may include multiple departments.

The issuance of purchase orders shall be made prior to any purchase commitment to the vendor pursuant to the following procedures:

1. The department shall complete a purchase order form providing all the required data in the spaces provided. [For example: Each purchase order issued shall be numbered sequentially with two components, Calender year and seqencial purchase order number (IE 2021-001), wherein the first component consists of the four digit of the calender year; the second component consists of three digits representing the sequential purchase order number(to be assigned)].
2. Upon completion of the purchase order, the purchase order shall be signed by the ~~Manager~~General Manager. Upon approval or denial, the purchase order is sent to the initiating department. If approved, the purchase order shall be distributed as follows:
  - a) Copy to Vendor
  - b) Copy to District Financial Officer
  - c) Original to issuing department

#### **Section 5.0 QUOTATIONS AND BIDS FOR NON-PUBLIC WORKS PROJECTS**

Department Head or General Manager may exercise their own discretion with regard to vendor choice for purchases of less than \$5,000.00.

For purchases greater than \$5,000.00 but less than \$25,000.00 General Manager shall endeavor to solicit quotations from at least three vendors. The lowest responsive bid shall be awarded by the

General Manager. After the bid is awarded, a purchase order shall be issued in accordance with Section 4.0 herein. The purchase order or an attachment to the purchase order should note the vendors contacted and the amount of their quote.

For purchases greater than \$25,000.00 the General Manager shall solicit competitive bids through sourcing vendors, or wherein a legal notice shall be published in an officially designated newspaper and/or in trade journals or association bidding websites that maintain or publish public agency competitive bids. The bid(s) shall be submitted directly to the General Manager, who shall hold said bid(s) until the advertised date and time of opening the proposing company demonstrating the best value to the district shall be awarded by the Board of Directors. After the bid is awarded, a purchase order shall be issued in accordance with Section 4.0 herein.

### **Section 6.0 Local Vendor Preference-LOCAL VENDOR PREFERENCE**

The District endeavors to stimulate the local economy by using its purchasing power to support local businesses within boundaries of SMCS D and promote the creation and retention of local jobs. To that end, the District may grant a preference to local vendors when comparing bids or quotations for the purchase of discretionary goods and services, subject to the guidelines set forth in this section.

The preference shall only apply to the procurement of materials, supplies, equipment, and services as set forth herein. In addition, the preference shall not apply to procurement that is restricted by Federal or State laws or regulations that proscribe such a preference, or to public projects subject to the California Public Contracts Code.

The preference may be granted only if the ~~Manager~~General Manager determines that the local vendor is able to provide comparable goods or services as the next lowest responsive bidder. In determining whether to grant the preference, the ~~Manager~~General Manager may take into account other District fiscal policies and/or criteria.

The preference shall be five percent (5%) of the local vendor's bid or quotation; however, in no event shall the total preference exceed \$5,000 for any single purchase order or contract.

The 5% preference will be used solely to determine to whom the contract should be awarded and will not in any way alter the final contract amount. A 'local vendor' must meet all the following criteria:

1. The vendor owns, leases, rents or otherwise occupies a fixed office or other commercial building or a portion thereof that has a street address within the District. A post office box shall not qualify as a local business address.
2. The vendor possesses a valid and verifiable business license issued that reflects the vendor's local address.
3. The vendor's business is staffed during business hours by an employee, or employees, employed by the vendor and conducting the vendor's local business.

4. Where the State sales tax will be paid for the purchase, the vendor must possess a valid resale license from the State Department of Equalization reflecting the vendor's business address.

To qualify for the preference, a vendor must certify in writing, in its bid or quotation to the District, that it meets the criteria of a “local vendor”. The ~~Manager~~General Manager shall determine if a vendor qualifies as a “local vendor”. Any vendor falsely claiming to qualify as a “local vendor” shall be ineligible to transact any business with the District for a period of up to 24 months as determined by the ~~Manager~~General Manager. The ~~Manager~~General Manager and/or Board of Directors may also terminate all or part of any contract entered into with such a vendor. The decision of the ~~Manager~~General Manager may be appealed to the Board of Directors pursuant to the review process used for bid protests.

### **Section ~~76.0~~ PROFESSIONAL SERVICES**

Per the guidelines and expenditure thresholds set forth in section 5.0, the ~~Manager~~General Manager shall solicit competitive bids wherein a legal notice shall be published in an officially designated newspaper and/or in trade journals or association bidding websites that maintain or publish public agency competitive bids. The bid(s) shall be submitted directly to the ~~Manager~~General Manager, who shall hold said bid(s) until the advertised date and time of opening. The procurement of professional services shall be based on qualifications. Such professional services shall include, but not be limited to, those provided by: engineers, management services for construction projects, architects, urban planners, geologists, hydrologists, land surveyors, landscape architects, rate consultants and assayers, real estate appraisers, licensed environmental assessors and ecologists, accountants and providers of financial services, actuaries, personnel and insurance consultants, psychologists, medical doctors, entertainers, and performers, claims consultants, and attorneys at law.

If the cost of the work to be performed is estimated to not exceed \$25,000, the ~~Manager~~General Manager may issue a purchase order pursuant to Section 4.0 with the Board of Director's concurrence.

### **Section ~~87.0~~ SOLE SOURCE VENDORS**

In the case of sole-source vendors, quotation and bid requirements may be waived by the ~~Manager~~General Manager and/or the Board of Directors when in his/her/their judgment the District is best served by a particular vendor.

A purchase order and a written explanation for justification of sole sourcing shall be submitted to the ~~Manager~~General Manager and/or the Board of Directors for approval. If approved, a copy of the written explanation shall be attached to the copy of the purchase order.

### **~~Section 98.0 PETTY CASH~~**

~~The Manager shall be responsible for the management and accounting of petty cash funds according to the internal control procedures established by this Manual. Petty cash funds may be used for any purpose including non-overnight travel and meetings or for residual final travel accounting amounts due to an employee. Petty cash vouchers and/or petty cash reconciliation forms will be provided.~~

~~A \$100 limit shall be established for each separate use of petty cash funds except that said limit may be waived by either the Manager or his/her designee, up to a maximum of \$100.00.~~

~~In recognition that employees cannot be expected, nor required, to use personal funds to make petty cash purchases on behalf of the District, petty cash advances may be approved by the Manager.~~

~~In the case of petty cash advances, the employee receiving the advance will promptly upon making the purchase, return the receipt and any cash change to the petty cash fund and complete the petty cash voucher. Receipts are required for all petty cash expenditures. Travel per diems wherein receipts are not required is not an appropriate use of petty cash funds. However, amounts due to employees less than \$100 as determined by completion of the final accounting section of a pre-authorized travel and meeting expense claim may be reimbursed from petty cash funds.~~

~~Requests for the replenishment of petty cash funds used shall be made to the Manager on petty cash reconciliation/reimbursement request forms. The request shall summarize the amount to be replenished by the budgetary account number and have attached all expenditure receipts. The Manager shall process said requests in accordance with established payment processing procedures.~~

## **Section 9.0 WARRANT FOR PAYMENT REQUESTS**

In recognition that needs arise for the issuance of a District warrant for purposes that may not be appropriate for the issuance of a purchase order, (i.e. deposit refunds, and receipt overpayments, payroll-related needs, etc.), the ~~Manager~~General Manager shall establish a warrant for payment request procedure for issuing a payment without a purchase order. Warrant for payment requests shall be processed on a basis consistent with the payment processing schedule; exceptions may be made by the ~~Manager~~General Manager when the best interests of the District might be best served by the accelerated issuance of a warrant payment.

## **Section 10.0 TRAVEL, MEETINGS AND EDUCATION AUTHORIZATIONS**

It shall be the practice of the District to reimburse expenses incurred by officials, officers, and employees of the District when expenses are incurred while on authorized travel, meetings and educational events for District business. The allowances and amounts advanced to persons traveling or meeting on official business shall be established on the basis of specific guidelines set forth below. Administrative procedures are to be amended to conform to the guidelines of this policy.

Advances and/or reimbursements for authorized travel and meetings shall be made by the ~~Manager~~General Manager upon receipt of a properly completed and approved travel and meeting authorization form unless waived in writing by the ~~Manager~~General Manager and/or the Board of Directors.

Travel and meeting authorization forms are available upon request. Department Heads or supervisors shall exercise reasonable effort to complete and submit authorized travel and meeting authorization forms for warrant issuance on a timeline conducive to the payment processing schedule as established by the ~~Manager~~General Manager.

Requests for advances and/or reimbursements for District travel, meetings and education shall be in accordance with the procedures and requirements as noted below:

### **Section 10.1 Travel, Meeting and Education Authorization/Expense Reconciliation**

Travel on official business which exceeds a cost, actual or estimated, of \$200 or calls for an overnight stay requires the completion of the District's Travel and Meeting Authorization Form and approval by the employee's immediate supervisor and/or the General Manager. When a District vehicle is used, the cost of such use, using the current mileage rate, shall be included in determining the total cost. Travel which exceeds \$2,500 or provides for out of state travel must be submitted on a Travel and Meeting Authorization Form to the ~~Manager~~General Manager for approval prior to incurring any expenses: Payment may be advanced to the traveler based upon estimated costs as detailed on the Travel and Meeting Authorization Form. Within five (5) days of return, the Travel and Meeting Authorization Form shall be completed and submitted to the ~~Manager~~General Manager wherein actual travel expenses, including amounts advanced, must be reconciled on the Travel and Meeting Authorization Form.

A Department Head and/or the ~~Manager~~General Manager may exercise his/her own discretion, regardless of the length of stay, as to whether an employee receives a per diem per subsection 4 below or receives an 'advance' for itemized expenses per subsection 5 below.

However, in all cases, if any amounts paid in advance for transportation, lodging, and registration, etc. wherein overpayments occur and are refunded directly to the employee, the employee must turn over such amounts to the District.

### **Section 10.2 Transportation**

#### **a. Commercial Carrier**

Air travel for District officials and employees shall be authorized and reimbursed at the lowest possible fare class with a major air carrier. Air travel other than the lowest possible fare class will be authorized ONLY when scheduling does not permit the use of the lowest possible fare class of flight, or when the flight is four (4) hours duration or more.

District officials and employees shall endeavor to book air travel to take advantage of discounts offered for purchasing flight tickets in advance of departure; i.e. 14 or 21 days and take advantage of non-refundable ticket fares where practical.

Transportation costs for commercial carriers shall be paid by the District directly and separately whenever practical. Round trip tickets shall normally be purchased whenever commercial carriers are used. Travel expenses of a family member of an official or an employee are not eligible for payment by the District. Travel arrangements and payment of costs for family members are to be handled directly by the employee.

#### **b. Personal Vehicles**

The use of personal vehicles, when approved as a mode of travel to and from destinations, will be reimbursed at the established mileage rate. When a commercial carrier is used, a

traveler will be reimbursed for personal vehicle mileage to and from the airport and the actual cost of airport parking regardless of airport location.

(1) Travel in San Luis Obispo County

Employees receiving monthly auto allowances shall not, except under special circumstances as authorized by the Manager, be eligible to use a District vehicle or receive mileage reimbursement for use of personal vehicles when travel is within San Luis Obispo County.

(2) Travel Outside San Luis Obispo County

The use of personal vehicles on District authorized business outside San Luis Obispo County will be reimbursed at the authorized mileage rate for all District officials and employees. Payment of mileage will be based upon the most direct route from point of departure to point of destination. A District official or employee may leave from his/her home for a meeting, conference, seminar or training session. However, the mileage from home to the destination should not exceed the mileage from District offices to the destination.

**Section 10.3 Lodging**

Hotel accommodations should be arranged directly by the District, not traveler. Receipts for lodging must be attached to the Travel and Meeting Authorization Form in order to obtain reimbursement. Hotel expenses for District officials and employees only will be reimbursed at the single occupancy rate. Room movies and other miscellaneous, such as alcoholic beverages are not eligible for reimbursement including room service meals if a per diem has been provided.

**Section 10.4 Per Diem**

Each person traveling on official District business, which includes an overnight stay, may (1) receive a per diem for meals, taxes, gratuities, and incidental expenses equal to \$75.00 if travel time is 4 hours or more per day provided that receipts are submitted to the District. If the amount shown on the receipts is less than \$75 the difference is considered taxable income; or (2) receive a per diem equal to the IRS regional allowance, in which case no receipts are required, and the full amount is non-taxable.

Meals and food charged to a motel/hotel room via room service shall be counted on the final reconciliation of the Travel and Meeting Authorization Form towards the per diem. Per diem shall be paid for travel days just prior and just after the event. One-half of the daily rate shall be paid if the distance to the event is less than 275 miles except that if the event ends later than 3:00 p.m. a full day per diem may be paid. A full day per diem shall be paid if the one-way distance is greater than 250 miles. Expense reimbursement for amounts over the per diem amount must include receipts for all expenses.

**Section 10.5 Itemizing Expenses**

If travel encompasses not more than a single day, the traveler shall itemize the expenses incurred for reimbursement. Upon return, supporting documents such as receipts or paid invoices must be

submitted on the Travel and Meeting Authorization Form. In the case of overnight travel, the traveler may claim actual expenses rather than per diem. However, all receipts or paid invoices must be submitted with the Travel and Meeting Authorization Form in order to be reimbursed.

#### **Section 10.6 Registration Fee**

Registration fees charged for any authorized convention, conference, seminar or meetings are reimbursable and should be paid in advance. Effort should be made to pay registration fees directly by the District.

#### **Section 10.7 Taxi, Car Rental, Shuttle Service and Parking**

Expenses incurred for car rental and limousine service will not be reimbursed unless authorization is received from ~~the Manager~~the General Manager prior to the travel. Whenever possible, District officials and employees should utilize hotel courtesy buses or local shuttle services. Whenever possible, hotel accommodations should be within easy access to the functions for which the travel was authorized. Taxi service should be used only when no other convenient, less costly transportation is available. Expenses for parking shall be reimbursed in addition to any other allowances paid to the traveler. Effort should be made to pay any transportation fees directly by the District.

#### **Section 10.8 District Merchant Cards**

Merchant card receipts for all charges on the credit cards shall be attached to the final reconciled Travel and Meeting Authorization Form submitted to ~~the Manager~~the General Manager.

Fuel credit cards issued to the District may only be used to purchase fuel, diesel exhaust fluid (DEF) and oil in a District owned vehicles. Use of District fuel credit cards for personal vehicles is strictly prohibited, regardless of whether or not the use of the personal vehicle was for authorized District business.

#### **Section 10.9 Mileage Rate**

The mileage rate for personal vehicle use shall be determined each January 1st by ~~the Manager~~the General Manager. The mileage rate shall be equal to the mileage rate allowance as set by the Internal Revenue Service for business use of a vehicle as confirmed by ~~the Manager~~the General Manager.

#### **Section 10.10 Miscellaneous Meetings**

Miscellaneous meetings wherein food, beverages, and related sundries are provided either on-site or at a dining establishment may be paid and/or reimbursed by District when required for official business. Payment and/or reimbursement may be made via; petty cash, merchant card, vendor charge account, purchase order, warrant request or Travel and Meeting Authorization Form.

In all cases, the payment and/or reimbursement request shall be accompanied by a receipt or other documentation and in the case of the use of a merchant card, the customer copy of the merchant card charge slip. The receipt and/or payment request should clearly identify the purpose of the meeting, the general attendees (i.e. lunch with auditors) and the budgetary account number. A Travel and Meeting Authorization Form need only be utilized when the cost of an individual, miscellaneous meeting exceeds \$200.

### **Section 10.11 Discretion**

These procedures do not claim to have addressed all contingencies and conditions. Any necessary and reasonable expenses that may from time-to-time be justified due to circumstances or opportunities for the District will be honored upon approval by ~~the Manager~~the General Manager in the form of reimbursements to the traveler and upon adequate documentation and justification.

### **Section 11.0 PAYMENT REQUIREMENTS**

The issuance of ~~warrants for petty cash~~, warrant requests and travel, and meeting authorizations shall be made by ~~the Manager~~the General Manager upon receipt of the properly completed documentation and in accordance with the payment schedule as established by ~~the Manager~~the General Manager.

For purchase orders, preparation of the vendor payment shall be initiated by the Department Head or ~~the Manager~~the General Manager upon receipt of the signed “payment” copy of the purchase order. Partial payments are acceptable. Authorization for partial payment(s) may be initiated by ~~the Manager~~the General Manager by submitting the invoice through the Accounts Payable procedure.

For purchase orders issued for materials and/or services to be provided over time, ~~the Manager~~the General Manager shall initiate vendor payment solely upon receipt of the appropriate invoice(s). In order to expedite the Accounts Payable process, the following vendor invoice delivery arrangements should be made:

- Invoices and Statements should be mailed to the District office and should be processed in the same manner as the daily mail.
- In the case where a regular vendor emails an invoice or statement it should be emailed to the Financial Officer.
- In the case a vendor emails an invoice to someone other than the Financial Officer it should be forwarded to the Financial Officer for processing.
- All invoices and statements are to be included in the general mail processing and be coded for payment by the appropriate Department Head or General Manager prior to payment.

In all instances, vendor payments shall be processed in accordance with the payment schedule unless ~~the Manager~~the General Manager determines that the best interests of the District would be best served by accelerating the issuance of a particular vendor payment.

The current payment schedule, as established by ~~the Manager~~the General Manager, is that warrant for payment requests with an invoice attached received by noon on Wednesday will have a check issued no later than the fourth following Friday except as otherwise established by the Manger.

**DO NOT UNDER ANY CIRCUMSTANCES PROMISE OR OTHERWISE INDICATE TO A VENDOR THAT PAYMENT WILL BE RECEIVED ANY SOONER.**

## **Section 12.0 MERCHANT CARDS**

Purchases made by merchant card shall be made in conformance with established Fiscal Policy, the purchasing rules and restrictions as identified in Section 1.0 through 9.0 and shall in no event exceed or circumvent the regulations set forth therein. A single purchase by credit card shall not exceed \$2,500 or the credit card account limit, whichever is less.

Merchant card account limits will be between \$2,000 and \$10,000 per month. Account limits apply to the account, not the card. For example, an account may have a limit of \$5,000, with two cards issued. Therefore, the aggregate spending total of both cards must not exceed \$5,000 per month.

Each Department Head or Supervisor will be informed of the limits placed on cards issued to his/her department and/ or divisions.

Purchases will be denied by the card issuer for any account that is delinquent or has exceeded its account limit. Departments must track their monthly spending so that they do not exceed the merchant card account limit.

### **Section 12.1 Business Use Only**

The merchant card is to be used for District purchases ONLY.

### **Section 12.2 Conditions for Use**

The total of a single purchase to be paid using the merchant card may be comprised of multiple items and cannot exceed the authorized single invoice limit. Purchases will be denied if the authorized single purchase limit is exceeded. Payments for purchases are not to be split in order to stay within the single purchase limit.

All materials, supplies, and services purchased over the counter and paid for by using the Merchant Card must be immediately available. No back-ordering is allowed unless authorized by ~~the~~ Managerthe General Manager.

All materials, supplies, and services purchased by telephone order to be paid for by merchant card must be delivered by the merchant/vendor within the 30-day billing cycle. The order should not be placed without this assurance. (Please see "Telephone Purchase Procedures" below). Merchant card use for employee travel must comply with established District travel policy.

### **Section 12.3 Telephone Purchase Procedures**

Telephone purchase procedure, as used in these instructions, means a procedure where an order is placed, or a purchase is made by telephone. The supplies or services are provided by the merchant/vendor and payment is made using the merchant card.

When placing a telephone order to be paid using the merchant card, the employee will:

- a. Confirm that the merchant/vendor agrees to charge the merchant card when the shipment is made so that receipt of the supplies may be certified on the monthly Statement of Account.
- b. Instruct the merchant/vendor to fax, mail or email the charge slip to the cardholder when the credit card is charged.
- c. A log should be used to record telephone merchant card orders (see Attachment 4). The documentation should be held until the monthly billing statement is received and then attached to the statement, along with the charge slips, when it is submitted for payment.

#### **Section 12.4 Internet Purchase Procedures**

Internet purchase procedure, as used in these instructions, means a procedure where an order is placed, or a purchase is made, by internet website access. The supplies or services are provided by the merchant/vendor and payment is made using the merchant card.

When placing an internet order to be paid using the merchant card, the employee will:

- a. Confirm that the web site utilizes security protection software.
- b. Confirm that the merchant/vendor agrees to charge the merchant card when the shipment is made so that receipt of the supplies may be certified on the monthly Statement of Account.
- c. Print out a hard copy of the order confirmation before exiting the site.

#### **Section 12.5 Documentation, Reconciliation and Payment Procedures**

##### a. Documentation

Any time a purchase is made that will be paid using the merchant card, whether it is done over the counter or by telephone or by internet, a document must be retained as proof of purchase. The documents will later be used to verify the purchases shown on the merchant card monthly statement. When a purchase is made over the counter, the employee is to obtain a customer copy of the charge slip, as well the separate invoice if any, which will become the accountable document (make sure all carbons are destroyed).

When making purchases by telephone, the employee is to immediately document the transaction on a log and attach the charge slip (and invoice, if any) when received from the vendor, along with any shipping documents associated with the order.

##### b. Missing Documentation

If for some reason the employee does not have documentation of the transaction to send with the statement, he/she must attach an explanation that includes a description of the item, date of purchase, merchant's/vendor's name and why there is no supporting documentation and signed by ~~the~~ **Manager** **the General Manager**. If documentation is received after the statement has been sent for payment, the employee should send the documentation to accounts payable with a note referencing the date of the statement to which it should be attached.

### **Section 12.6 Merchant Card Restrictions**

The following list covers purchases for which merchant card use is **prohibited**:

- a. Fuel purchases. Fuel purchases for District vehicles only must be made using a District Fuel credit card.
- b. Cash advances through bank tellers or automated teller machines.

### **Section 12.7 Payment and Invoice Procedures**

Purchases made by employees will be paid by accounts payable once the purchases are coded by the Department(s) and the General Manager's approval of the transaction has been completed. Account coding shall be summarized by budget account.

Original invoices, receipts and/or charge slips should be stamped with the "Approved for Payment" stamp with all fields completed, then put into the Credit Card Receipts folder in the Financial Office. If the employee wishes to retain a copy of the invoice, a copy should be made before the original is sent to the General Manager.

The "Statement of Account" requires the Department/Division to review the statement and to note any errors on the bill. The Department/Division should attach to the statement all receipts (sales drafts/charge slips) received at the time of purchase with the budget account number noted on each. Travel expense charges must include a copy of the final accounting of the travel authorization form, as well as receipts pertaining to Travel purchases made by credit card. The Supervisor or Manager stamps the invoice or receipt with an "Approved for Payment" stamp, assigns account codes for each item, writes the grand total of the amount to be paid in the "amount" area provided by the "Approved for Payment" stamp, attached the summary by budget account and secures the signature of ~~the Manager~~the General Manager certifying items purchased and received and forwards to the accounts payable within five (5) working days after it is received. Noncompliance may mean denial of future use of cards. Merchant Card Monthly Statement Payment: The Financial Officer will match all Credit Card Receipts with the monthly statement. Any missing receipts will be requested by the Financial Officer. The final packet of Statement and receipt back ups will go to ~~the Manager~~the General Manager for approval before payment.

### **Section 12.8 Approval**

Approval of the transactions that employees have made using the merchant cards will not be totally defined in these procedures. Department Heads or supervisors, because of their knowledge of the job responsibilities of employees, are required to look at each employee's purchases, and at the merchant, who made the sale in order to determine if these items were for Official Use and if they were items allowed to be purchased in accordance with the instructions provided.

If, for any reason, ~~the Manager~~the General Manager questions the purchases(s), it is his/her responsibility to resolve the issue with the employee. If he/she cannot be satisfied that the purchase was necessary and for Official Use, then the employee must provide a Credit Voucher proving item(s) have been returned for credit, or a personal check or cash for the full amount of that purchase. Resolution for improper use of the merchant card will be the responsibility of ~~the Manager~~the General Manager to resolve, and disciplinary action for misuse will also be his/her responsibility to process.

### **Section 12.9 Disputes**

If items purchased with the merchant card are found defective or the repair of services faulty, the employee has the responsibility to return the item(s) to the merchant for replacement or to receive a credit on the purchase. If the merchant/vendor refuses to replace or correct the faulty item, then the purchase of this item will be considered to be in DISPUTE.

A disputed item must be noted on the statement of the account. In addition, an "Employee Statement of Questioned Item" form (Attachment 1) must be completed by the employee with appropriate documentation attached, if necessary. ~~The Manager~~The General Manager shall notify the merchant card issuer in accordance with the instructions on the "Employee Statement of Questioned Item" for adjustment. The form should be attached to the statement of account, with a copy retained by the Department for follow-up the following month to be sure the proper credit is received on the statement of account.

It is essential that the time frames and documentation requirements established by the merchant card issuer be followed to protect the employee's rights in dispute. Dispute policies and procedures issued by the merchant card issuer will be provided at the time merchant cards are issued to employees.

### **Section 12.10 Requests for Initial, Additional or Changes to Merchant Cards and/or Credit Cards**

All requests for new accounts, additional cards or changes in account names or limits will be done by submitting "Request for Merchant or Credit Card" form to ~~the Manager~~the General Manager. The form will be processed by ~~the Manager~~the General Manager and the requesting Department Head or Supervisor will be notified when the request is processed. A minimum of thirty days should be allowed for processing requests.

### **Section 12.11 Inventory of Merchant and/or Fuel Credit Cards**

At least once annually, the General Manager will provide a list of credit cards to be issued and a physical inventory of credit cards will be performed by the Financial Officer and a report will be provided to the General Manager of the results of the inventory.

### **Section 12.12 Lost or Stolen Merchant and/or Credit Cards**

Should any employee lose or have a District credit card stolen, it is the responsibility of ~~the Manager~~the General Manager to immediately notify the merchant card issuer of the loss. The telephone number of the merchant card issuer will be provided when the merchant card is issued.

In addition to notifying the merchant card issuer, ~~the Manager~~the General Manager must notify the Board of Directors of the lost or stolen credit card WITHIN ONE WORKDAY after the discovery of the loss or theft of the card. ~~The Manager~~The General Manager will be required to make a written report to the Board of Directors WITHIN FIVE (5) WORKDAYS that will include the complete information on the loss, the date the loss was discovered, the location where the loss occurred if known, the purchases that the employee had made prior to the loss, and any other information that may be considered necessary.

### **Section 12.13 Terminating Employee**

~~The Manager~~The General Manager shall be responsible to collect merchant and/or fuel credit cards from terminated employees.

If ~~the Manager~~the General Manager is unable to collect the merchant or fuel card when an employee leaves, ~~the Manager~~the General Manager shall notify the Board of Directors by email and immediately take action to ensure the card is voided.

The merchant or fuel card issuer shall be notified to void the merchant card to prevent any purchases after the employee leaves.

### **Section 13.0 CONTRACT CHANGE ORDERS**

To establish a uniform procedure for documenting, review and authorization of Change Orders affecting construction contracts, these procedures shall apply to changes in the work that results in alterations, amendments or deviation from an awarded contract; thereby modifying the scope of the contract, the cost, completion schedule, material and/or equipment furnished under the awarded contract.

A Change Order is the written authorization that changes the awarded contract as noted above. The Change Order shall be for similar kinds of work as that awarded in the original contract and shall only arise in good faith from unforeseen items and/or events since the time of the bid award. Request for Change Order authorization to the General Manager shall be accompanied by a purchase order. Change Order authorization limits are established as follows:

- a) ~~Contracts up to \$25,000.~~ The General Manager is authorized to approve change orders, in aggregate, up to 25% of initial contract amount.
- a)
- b) ~~Contracts \$25,000 - \$75,000.~~ The General Manager is authorized to approve change orders, in aggregate, up to 20% of initial contract amount. The General Manager shall place an item on the next Board of Directors meeting for Board review.
- b)
- c) Contracts greater than \$75,000. For contracts with an initial contract amount of \$75,000 or more, the General Manager may approve change orders, in aggregate, up to \$15,000. Change orders in excess of the aggregate \$15,000 must be approved by the Board of Directors at a scheduled board meeting.

In all cases where a Change Order would increase the cost of the project beyond the existing budget, the Change Order shall be presented to the Board of Directors along with an appropriation resolution for their consideration and approval.

### **Section 14.0 CONTRACTS WITH OTHER PUBLIC AGENCIES**

It may be beneficial to contract with other public agencies for goods and services. In such cases, ~~the Manager~~the General Manager may waive normal bidding procedures if it can be shown, via the

quotation procedures contained in Section 4.0, that contracting directly with another public agency is equal to or less than the cost of a private sector competitive bid contract

### **Section 15.0 UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING (CUPCCAA)**

The Uniform Public Construction Cost Account Act (the "Act") allows local agencies to perform public project work of up to \$60,000 with their own workforce if the agencies elect to follow the cost accounting procedures set forth in the *Cost Accounting Policies and Procedures Manual* by the California Uniform Construction Cost Accounting Commission (the "Commission"). Participation is voluntary and open to any public agency. The benefits of electing to become a participating agency of the Act include more flexibility in completing public projects, reduction of the number of formal bids a public agency must put forth for qualifying projects, and a streamlined awards process.

#### **Section 15.1 Definitions**

"Public Project" means any of the following:

- a) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.
- b) Painting or repainting of any publicly owned, leased, or operated facility.
- c) In the case of a publicly owned utility system, "public project" shall include only the construction, erection, improvement, or repair of dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher.

"Public project" does not include maintenance work. For purposes of this section, "maintenance work" includes all of the following:

- a) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
- b) Minor repainting.
- c) Resurfacing of streets and highways at less than one inch.
- d) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
- e) Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher.

#### **Section 15.2 List of Registered Contractors**

The General Manager, or their designee, shall maintain a list of qualified contractors, identified according to categories of work. At least once per calendar year, the General Manager shall establish a new list or update its existing list of qualified contractors by mailing, faxing, or emailing written notice to all construction trade journals designated for that agency by the Commission. The list of Commission-designated trade journals can be found in the *Cost Accounting Policies and Procedures Manual*. A contractor may have their firm added to the List of Registered Contractors at any time by providing the following information:

- a) The name and address to which a Notice to Contractors or Proposals should be mailed, faxed, or emailed;
- b) A phone number at which the contractor may be reached;
- c) The type of work in which the contractor is interested and currently licensed to perform;
- d) The class of contractor's license(s) held; and
- e) The contractor license number(s).

~~**Section 15.3 Bid Limitations for Public Projects**The District shall, hereby, approve these Purchasing Policies and Procedures incorporating, by reference, the Uniform Public Construction Cost Accounting standards, and practices. This provides the opportunity for the District to undertake public projects of \$25,000 or less by force account, negotiated contract or by purchase order.~~

The General Manager is authorized to award Public Project contracts solicited through CUPCCAA informal bidding processes. Contracts exceeding the informal bid limit set forth in Public Contract Code section 22032 (as it may be revised from time to time), are let in accordance with CUPCCAA formal bidding procedures, and awarded by the District Board.

**Section 15.4 Public Projects of \$60,000 or Less**

Public projects of \$60,000 or less may be performed by the employees of the District by force account (such as street maintenance), by negotiated contract (such as a contract for design services), or by purchase order (such as a contract for supplies). Procurement of any contracts for Public Projects under \$60,000 shall be subject to the procedures set forth in Sections 2.0 and 3.0 of this Policy Manual.

**Section 15.5 Public Projects of \$200,000 or Less**

Public projects of \$200,000 or less may be let to contract by the following informal procedures:

- Notice inviting bids must describe the project in general terms and how to obtain more detailed information.
- Notice inviting bids must state the time and place for the submission of bids.
- The District may either mail, fax, or email a notice inviting informal bids to all contractors on the List of Registered Contractors for the category of work being bid, unless the product or service is proprietary, not less than 10 calendar days before bids are due; or mail, fax, or email the notice to all construction trade journals specified in the *Cost Accounting Policies and Procedures Manual*. (Notice by mail to a trade journal listed in the *Cost Accounting Policies and Procedures Manual* is not required if the trade journal charges for its services or is out of business)
- Notice inviting bids shall require that the contractor provide:
  - The name and address to which a Notice to Contractors or Proposals should be mailed, faxed, or emailed;
  - A phone number at which the contractor may be reached;

- The type of work in which the contractor is interested and currently licensed to perform;
- The class of contractor's license(s) held; and
- The contractor license number(s).

### **Section 15.6 Public Projects of More Than \$200,000**

Public projects of more than \$200,000 must be let to contract by the following formal bidding procedures: For projects greater than \$25,000 but less than \$75,000, the District may undertake an "informal" bidding procedure as set forth by State regulations. In all such cases wherein, the District opts to utilize the Uniform Public Construction Cost Accounting method, State procedures governing this procedure shall supersede the District's purchasing procedures as identified herein.

- Notice inviting bids must be published at least 14 calendar days before the date of opening the bids in a newspaper of general circulation within the District.
- Notice inviting bids must describe the project in general terms and how to obtain more detailed information.
- Notice inviting bids must state the time and place for the submission of bids.
- All bids for construction work shall be presented under sealed cover and shall be accompanied by one of the following forms of bidder's security:
  - Cash.
  - A cashier's check made payable to the District.
  - A certified check made payable to the District.
  - A bidder's bond executed by an admitted surety, made payable to the District.

### **Section 15.7 Bid Award**

The contract must be awarded to the lowest bidder. If two or more bids are the same and the lowest, the Board has the discretion to award the contract to any one of the responsible lowest bidders. If all bids received are in excess of \$200,000, the Board may, by adoption of a resolution by a four-fifths (4/5) vote, award the contract at \$212,500 or less to the lowest responsible bidder.

The Board has the discretion to reject any bids presented. The Board may reject all bids if it first declares that the project can be more economically performed by employees of the District and the General Manager provides written notice to an apparent low bidder that:

- Notifies the lowest responsible bidder of the Board's intention to reject the bid.
- Is mailed at least two business days prior to the hearing at which the Board intends to reject the bid.

If all bids are rejected, the Board may abandon the project or re-advertise for bids or, by passage of a resolution by a four-fifths (4/5) vote declaring that District employees can perform the project more economically, have the project done by force account without further complying with the Act. If no bids are received, the project may be performed by employees of the District by force account or by further informal bidding procedures.

### **Section 15.8 Emergency Work**

In cases of emergency when repair or replacements are necessary, the Board may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the Board, by contractor, or by a combination of the two. If notice for bids will not be given for emergency work, the Board must:

- Approve by a four-fifths (4/5) vote proceeding with the emergency work.
- Make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.
- Any emergency action taken must be reviewed at the next regularly scheduled meeting of the Board, to occur not later than 14 days following the order of emergency action, and at every regularly scheduled meeting thereafter until the action is terminated, as determined by a four-fifths (4/5) vote of the Board whether there is need to continue the action.

The Board may, by a four-fifths vote, delegate, by resolution or ordinance, to the General Manager, or other nonelected agency officer, the authority to order any emergency action.

### **Section 15.9 Project Tracking**

All cost elements, including personnel, materials, supplies and subcontracts, equipment, and overhead, associated with construction-oriented Public Project must be recorded and reported at the project level through a project tracking system. The District shall maintain a manual or automated system that records, accumulates, and periodically reports the cost elements – personnel; materials, supplies and subcontracts; equipment; and overhead – incurred in completing all Public Projects.

The District is required to account for the costs of the public project in a manner consistent with the way in which the project was bid or estimated. An audit trail of the accumulation of cost elements for each Public Project must be maintained by the District, including source documents identifying costs incurred on each project (e.g., timesheets, equipment tracking records, requisitions of materials and supplies used at the project site, documentation of the development of overhead rates).

### **Section 16.0 ACCOUNTS PAYABLE PROCESS**

When purchasing from a new vendor, the Department Head or General Manager should provide the vendors contact information to the Financial Officer so the vendor can be entered into the accounting software and appropriate vendor information collected (i.e W-9 forms).

Invoices received for payment should be stamped with the “Received By” stamp on the date received and put into the Accounts Payable folder for the General Manager’s signature. For an invoice to be paid, the Department Head or supervisor must stamp the invoice with the “Approved for Payment” stamp and fully complete it. The General Manager will review and sign all invoices, after signed by the Department head or Supervisor but before they are entered for payment by the Financial Officer.

“Approved for Payment” stamp: Department Head or supervisor should fully complete the stamp with:

- the current date
- purchase description, resolution # or project name to be assigned to the purchase in the District’s accounting software
- list the budget account(s) the amount due should be coded to
- initials or signature of the Department Head or supervisor

Department Head or supervisor should include any special instructions with the invoice. Example: a copy of the invoice or permit should be included with payment, or if the check should not be mailed out.

Credits: Department Head or supervisor should indicate on a credit if there is a specific invoice the credit should be applied to and stamp the credit with the “Approved for Payment” stamp and fully complete it.

Vendor Statements: when received should be stamped with the “Received By” stamp and put into the AP folder for review by Department Heads, supervisors and the General Manager. All Statements should go to the Financial Officer, who will review it against the District’s records. Any open invoices/credits will be pursued, otherwise if no action is needed the statement will be filed into the vendors accounting file.

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## **SAN MIGUEL COMMUNITY SERVICE DISTRICT**

**August 24, 2023**

**(Last Revised December 2021)**

### **DISTRICT PURCHASING POLICIES, PROCEDURES, AND REGULATIONS GOVERNING CONTRACT AND PROFESSIONAL SERVICES BIDDING PROCEDURES, PURCHASES OF MATERIALS, SUPPLIES, AND EQUIPMENT**

**PURPOSE:** To assure that the financial resources of the San Miguel Community Services District (“District”) are utilized in the most effective and efficient manner, all purchases shall adhere to these established procedures (attached herewith) and shall conform to the State of California laws and regulations pertaining to local agency purchasing policies, procedures and practices. The District purchasing procedures and practices shall conform to these provisions, and also to any adopted District Fiscal Policy and regulations, existing or amended.

The District's purchasing authority is the District General Manager or his/her designated representative. All references in this manual to the District's purchasing authority shall automatically mean the individual acting in the capacity of District General Manager (“General Manager”) and include “or his/her designee.” The fiscal limitations and thresholds contained in this manual apply on a per fiscal year basis (July 1<sup>st</sup> thru June 30<sup>th</sup>).

## **PREFACE**

To implement and carry out these Purchasing Policies, Procedures, and Regulations, the District shall give special consideration in the following circumstances:

### **Local Vendor Preference**

It shall be the policy of the District to give local vendors preference given that quality, prior performance, availability of service and parts, delivery schedule and price are equal. In matters of price, the local vendor shall be given full credit for local sales taxes, shipping/freight fees and any other fees or charges that might be applicable had the purchase been made from a non-local vendor.

For purposes of this policy, “local vendor” means a vendor or contractor what has an office with at least one employee physically located with the District. The local vendor preference policy does not apply to contracts funded by grants which prohibit the use of preferences.

### **Cooperative Purchasing**

It shall be the policy of the District to encourage and participate, whenever possible, in cooperative purchasing endeavors with other public agencies to receive benefits of lower pricing due to the quantities of materials, supplies, equipment or services which would not otherwise be available to the District as a sole purchaser. When procurement is processed through a cooperative purchase agreement with another public agency, whose procurement process is substantially consistent with the provisions of this Policy, the General Manager may waive the minimum requirements for quotes, bids or proposals.

### **Limited Availability**

Occasionally, required materials, supplies, equipment or services are of a proprietary nature, or are otherwise of such specific design or construction, as to be only available from one source. After receiving evidence that reasonable efforts have been made to find alternative vendors, the General Manager may waive the minimum requirement for quotes, bids or proposals.

### **Emergency Conditions**

An emergency is hereby defined as a breakdown in machinery or equipment resulting in the interruption of an essential service, or a distinct threat to public health, safety or welfare. In such cases, the General Manager may waive formal purchasing requirements, but reasonable efforts shall still be made to locate the lowest cost giving due consideration to quality, prior performance, availability of service and parts and delivery schedule.

### **Other Agency Procurement Contracts**

Minimum purchasing requirements are waived when the District elects to participate in a purchase contract of another public agency wherein they undertook a competitive bidding or purchasing process that is similar to the District's. The other public agency purchasing process must have occurred within the last twelve months in order to qualify for the District's participation, unless their purchasing contract was clearly multi-year in nature.

### **Internal Controls**

An integral component of any policy that endeavors to maximize the use of limited fiscal resources is internal controls. Accordingly, purchasing procedures shall also contain provisions relating to access and use of District gasoline credit cards, merchant cards and travel & educational expenditures.

# PURCHASING POLICIES, PROCEDURES AND PAYMENT PROCEDURES MANUAL

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## **PURCHASING POLICIES, PROCEDURES, AND PAYMENT MANUAL**

In order to carry out the purchasing policy of the District, the purchase of supplies, services, equipment or public works projects shall adhere to the procedures as set forth in this manual. This purchasing and payment procedures manual has been drafted to provide consistency with adopted District Fiscal and Financial Policies. Controlling regulations for the purchasing function are set forth in the resolutions and ordinances of the Board of Directors, the California Government Code, and the California Public Contract Code. In the event of a conflict between this Purchasing Policy and any subsequently adopted Board resolution or ordinance, the Board resolution or ordinance shall take precedence.

Nothing within the Purchasing Policy shall be construed as requirement a department, purchaser, or contractor to procure products that do not perform adequately for their intended use, exclude adequate competition, or are not available at a reasonable price in a reasonable period of time. Additionally, nothing within this Purchasing Policy shall be construed as requiring the District, or any department, purchaser, or contractor, to take any action which conflicts with local, State, or federal requirements.

### **Section 1.0 ENCUMBRANCE OF FUNDS**

Except in emergency situations, the General Manager shall not issue any purchase order nor shall any contract be approved for materials, supplies, equipment, vehicles, or services unless there exists an unencumbered appropriation in the department budget against which said purchase or contract is to be charged.

### **Section 2.0 PURCHASES LESS THAN \$5,000**

Provided that there are adequate budget appropriations available and that no administrative restrictions have been imposed by the General Manager or his/her designee, a Department Head or Supervisor may purchase supplies and services up to \$5,000.00 without approval of the General Manager, Board of Directors or issuance of a purchase order except as follows.

- a) All computers must be purchased with prior approval of the General Manager.
- b) All software regardless of cost must be approved by the General Manager.
- c) Preference to local vendors shall be encouraged given that quality, service, and price are similar.

### **Section 3.0 PURCHASES GREATER THAN \$5,000 BUT LESS THAN \$25,000 FOR NON-PUBLIC WORKS PROJECTS**

Provided that there are adequate budget appropriations available and that no administrative restrictions have been imposed by the General Manager or Board of Directors, a Department Head or Supervisor may purchase supplies and services over \$5,000.00 but less than \$25,000.00 subject to purchase order approval from the General Manager. The purchase order must be prepared and approved prior to the purchase commitment.

The General Manager must solicit competitive bids prior to the preparation and issuance of a purchase order. Bid results should be attached or noted on the face of the purchase order. Preference to local vendors shall be encouraged given that quality, service, and price are similar.

#### **Section 4.0 PURCHASE ORDERS**

Purchase orders shall be issued for acquisitions of supplies, equipment, and services (including professional), wherein the estimated total purchase is expected to exceed \$5,000.

Purchase orders should be issued for the estimated total amount, even when individual, repeat acquisitions are less than \$5,000. Examples include the transport of sewer sludge wherein any individual transport is less than \$5,000 but the estimated total annual cost exceeds \$5,000. Another example might be the purchase of chlorine.

Subject to the requirements and limits set forth in this manual, the General Manager may approve a purchase order for up to \$25,000.00. Any purchase orders greater than \$25,000.00 or more shall require the Board of Director's concurrence.

Purchase orders may have multiple budgetary account numbers and may include multiple departments.

The issuance of purchase orders shall be made prior to any purchase commitment to the vendor pursuant to the following procedures:

1. The department shall complete a purchase order form providing all the required data in the spaces provided. [For example: Each purchase order issued shall be numbered sequentially with two components, Calender year and seqencial purchase order number (IE 2021-001), wherein the first component consists of the four digit of the calender year; the second component consists of three digits representing the sequential purchase order number(to be assigned)].
2. Upon completion of the purchase order, the purchase order shall be signed by the General Manager. Upon approval or denial, the purchase order is sent to the initiating department. If approved, the purchase order shall be distributed as follows:
  - a) Copy to Vendor
  - b) Copy to District Financial Officer
  - c) Original to issuing department

#### **Section 5.0 QUOTATIONS AND BIDS FOR NON-PUBLIC WORKS PROJECTS**

Department Head or General Manager may exercise their own discretion with regard to vendor choice for purchases of less than \$5,000.00.

For purchases greater than \$5,000.00 but less than \$25,000.00 General Manager shall endeavor to solicit quotations from at least three vendors. The lowest responsive bid shall be awarded by the

General Manager. After the bid is awarded, a purchase order shall be issued in accordance with Section 4.0 herein. The purchase order or an attachment to the purchase order should note the vendors contacted and the amount of their quote.

For purchases greater than \$25,000.00 the General Manager shall solicit competitive bids through sourcing vendors, or wherein a legal notice shall be published in an officially designated newspaper and/or in trade journals or association bidding websites that maintain or publish public agency competitive bids. The bid(s) shall be submitted directly to the General Manager, who shall hold said bid(s) until the advertised date and time of opening the proposing company demonstrating the best value to the district shall be awarded by the Board of Directors. After the bid is awarded, a purchase order shall be issued in accordance with Section 4.0 herein.

### **Section 6.0 LOCAL VENDOR PREFERENCE**

The District endeavors to stimulate the local economy by using its purchasing power to support local businesses within boundaries of SMCS D and promote the creation and retention of local jobs. To that end, the District may grant a preference to local vendors when comparing bids or quotations for the purchase of discretionary goods and services, subject to the guidelines set forth in this section.

The preference shall only apply to the procurement of materials, supplies, equipment, and services as set forth herein. In addition, the preference shall not apply to procurement that is restricted by Federal or State laws or regulations that proscribe such a preference, or to public projects subject to the California Public Contracts Code.

The preference may be granted only if the General Manager determines that the local vendor is able to provide comparable goods or services as the next lowest responsive bidder. In determining whether to grant the preference, the General Manager may take into account other District fiscal policies and/or criteria.

The preference shall be five percent (5%) of the local vendor's bid or quotation; however, in no event shall the total preference exceed \$5,000 for any single purchase order or contract.

The 5% preference will be used solely to determine to whom the contract should be awarded and will not in any way alter the final contract amount. A 'local vendor' must meet all the following criteria:

1. The vendor owns, leases, rents or otherwise occupies a fixed office or other commercial building or a portion thereof that has a street address within the District. A post office box shall not qualify as a local business address.
2. The vendor possesses a valid and verifiable business license issued that reflects the vendor's local address.
3. The vendor's business is staffed during business hours by an employee, or employees, employed by the vendor and conducting the vendor's local business.

4. Where the State sales tax will be paid for the purchase, the vendor must possess a valid resale license from the State Department of Equalization reflecting the vendor's business address.

To qualify for the preference, a vendor must certify in writing, in its bid or quotation to the District, that it meets the criteria of a “local vendor”. The General Manager shall determine if a vendor qualifies as a “local vendor”. Any vendor falsely claiming to qualify as a “local vendor” shall be ineligible to transact any business with the District for a period of up to 24 months as determined by the General Manager. The General Manager and/or Board of Directors may also terminate all or part of any contract entered into with such a vendor. The decision of the General Manager may be appealed to the Board of Directors pursuant to the review process used for bid protests.

### **Section 7.0 PROFESSIONAL SERVICES**

Per the guidelines and expenditure thresholds set forth in section 5.0, the General Manager shall solicit competitive bids wherein a legal notice shall be published in an officially designated newspaper and/or in trade journals or association bidding websites that maintain or publish public agency competitive bids. The bid(s) shall be submitted directly to the General Manager, who shall hold said bid(s) until the advertised date and time of opening. The procurement of professional services shall be based on qualifications. Such professional services shall include, but not be limited to, those provided by: engineers, management services for construction projects, architects, urban planners, geologists, hydrologists, land surveyors, landscape architects, rate consultants and assayers, real estate appraisers, licensed environmental assessors and ecologists, accountants and providers of financial services, actuaries, personnel and insurance consultants, psychologists, medical doctors, entertainers, and performers, claims consultants, and attorneys at law.

If the cost of the work to be performed is estimated to not exceed \$25,000, the General Manager may issue a purchase order pursuant to Section 4.0 with the Board of Director's concurrence.

### **Section 8.0 SOLE SOURCE VENDORS**

In the case of sole-source vendors, quotation and bid requirements may be waived by the General Manager and/or the Board of Directors when in his/her/their judgment the District is best served by a particular vendor.

A purchase order and a written explanation for justification of sole sourcing shall be submitted to the General Manager and/or the Board of Directors for approval. If approved, a copy of the written explanation shall be attached to the copy of the purchase order.

### **Section 9.0 WARRANT FOR PAYMENT REQUESTS**

In recognition that needs arise for the issuance of a District warrant for purposes that may not be appropriate for the issuance of a purchase order, (i.e. deposit refunds, and receipt overpayments, payroll-related needs, etc.), the General Manager shall establish a warrant for payment request procedure for issuing a payment without a purchase order. Warrant for payment requests shall be processed on a basis consistent with the payment processing schedule; exceptions may be made by

the General Manager when the best interests of the District might be best served by the accelerated issuance of a warrant payment.

### **Section 10.0 TRAVEL, MEETINGS AND EDUCATION AUTHORIZATIONS**

It shall be the practice of the District to reimburse expenses incurred by officials, officers, and employees of the District when expenses are incurred while on authorized travel, meetings and educational events for District business. The allowances and amounts advanced to persons traveling or meeting on official business shall be established on the basis of specific guidelines set forth below. Administrative procedures are to be amended to conform to the guidelines of this policy.

Advances and/or reimbursements for authorized travel and meetings shall be made by the General Manager upon receipt of a properly completed and approved travel and meeting authorization form unless waived in writing by the General Manager and/or the Board of Directors.

Travel and meeting authorization forms are available upon request. Department Heads or supervisors shall exercise reasonable effort to complete and submit authorized travel and meeting authorization forms for warrant issuance on a timeline conducive to the payment processing schedule as established by the General Manager.

Requests for advances and/or reimbursements for District travel, meetings and education shall be in accordance with the procedures and requirements as noted below:

#### **Section 10.1 Travel, Meeting and Education Authorization/Expense Reconciliation**

Travel on official business which exceeds a cost, actual or estimated, of \$200 or calls for an overnight stay requires the completion of the District's Travel and Meeting Authorization Form and approval by the employee's immediate supervisor and/or the General Manager. When a District vehicle is used, the cost of such use, using the current mileage rate, shall be included in determining the total cost. Travel which exceeds \$2,500 or provides for out of state travel must be submitted on a Travel and Meeting Authorization Form to the General Manager for approval prior to incurring any expenses: Payment may be advanced to the traveler based upon estimated costs as detailed on the Travel and Meeting Authorization Form. Within five (5) days of return, the Travel and Meeting Authorization Form shall be completed and submitted to the General Manager wherein actual travel expenses, including amounts advanced, must be reconciled on the Travel and Meeting Authorization Form.

A Department Head and/or the General Manager may exercise his/her own discretion, regardless of the length of stay, as to whether an employee receives a per diem per subsection 4 below or receives an 'advance' for itemized expenses per subsection 5 below.

However, in all cases, if any amounts paid in advance for transportation, lodging, and registration, etc. wherein overpayments occur and are refunded directly to the employee, the employee must turn over such amounts to the District.

## **Section 10.2 Transportation**

### **a. Commercial Carrier**

Air travel for District officials and employees shall be authorized and reimbursed at the lowest possible fare class with a major air carrier. Air travel other than the lowest possible fare class will be authorized ONLY when scheduling does not permit the use of the lowest possible fare class of flight, or when the flight is four (4) hours duration or more.

District officials and employees shall endeavor to book air travel to take advantage of discounts offered for purchasing flight tickets in advance of departure; i.e. 14 or 21 days and take advantage of non-refundable ticket fares where practical.

Transportation costs for commercial carriers shall be paid by the District directly and separately whenever practical. Round trip tickets shall normally be purchased whenever commercial carriers are used. Travel expenses of a family member of an official or an employee are not eligible for payment by the District. Travel arrangements and payment of costs for family members are to be handled directly by the employee.

### **b. Personal Vehicles**

The use of personal vehicles, when approved as a mode of travel to and from destinations, will be reimbursed at the established mileage rate. When a commercial carrier is used, a traveler will be reimbursed for personal vehicle mileage to and from the airport and the actual cost of airport parking regardless of airport location.

#### **(1) Travel in San Luis Obispo County**

Employees receiving monthly auto allowances shall not, except under special circumstances as authorized by the Manager, be eligible to use a District vehicle or receive mileage reimbursement for use of personal vehicles when travel is within San Luis Obispo County.

#### **(2) Travel Outside San Luis Obispo County**

The use of personal vehicles on District authorized business outside San Luis Obispo County will be reimbursed at the authorized mileage rate for all District officials and employees. Payment of mileage will be based upon the most direct route from point of departure to point of destination. A District official or employee may leave from his/her home for a meeting, conference, seminar or training session. However, the mileage from home to the destination should not exceed the mileage from District offices to the destination.

## **Section 10.3 Lodging**

Hotel accommodations should be arranged directly by the District, not traveler. Receipts for lodging must be attached to the Travel and Meeting Authorization Form in order to obtain reimbursement. Hotel expenses for District officials and employees only will be reimbursed at the single occupancy rate. Room movies and other miscellaneous, such as alcoholic beverages are not eligible for reimbursement including room service meals if a per diem has been provided.

#### **Section 10.4 Per Diem**

Each person traveling on official District business, which includes an overnight stay, may (1) receive a per diem for meals, taxes, gratuities, and incidental expenses equal to \$75.00 if travel time is 4 hours or more per day provided that receipts are submitted to the District. If the amount shown on the receipts is less than \$75 the difference is considered taxable income; or (2) receive a per diem equal to the IRS regional allowance, in which case no receipts are required, and the full amount is non-taxable.

Meals and food charged to a motel/hotel room via room service shall be counted on the final reconciliation of the Travel and Meeting Authorization Form towards the per diem. Per diem shall be paid for travel days just prior and just after the event. One-half of the daily rate shall be paid if the distance to the event is less than 275 miles except that if the event ends later than 3:00 p.m. a full day per diem may be paid. A full day per diem shall be paid if the one-way distance is greater than 250 miles. Expense reimbursement for amounts over the per diem amount must include receipts for all expenses.

#### **Section 10.5 Itemizing Expenses**

If travel encompasses not more than a single day, the traveler shall itemize the expenses incurred for reimbursement. Upon return, supporting documents such as receipts or paid invoices must be submitted on the Travel and Meeting Authorization Form. In the case of overnight travel, the traveler may claim actual expenses rather than per diem. However, all receipts or paid invoices must be submitted with the Travel and Meeting Authorization Form in order to be reimbursed.

#### **Section 10.6 Registration Fee**

Registration fees charged for any authorized convention, conference, seminar or meetings are reimbursable and should be paid in advance. Effort should be made to pay registration fees directly by the District.

#### **Section 10.7 Taxi, Car Rental, Shuttle Service and Parking**

Expenses incurred for car rental and limousine service will not be reimbursed unless authorization is received from the General Manager prior to the travel. Whenever possible, District officials and employees should utilize hotel courtesy buses or local shuttle services. Whenever possible, hotel accommodations should be within easy access to the functions for which the travel was authorized. Taxi service should be used only when no other convenient, less costly transportation is available. Expenses for parking shall be reimbursed in addition to any other allowances paid to the traveler. Effort should be made to pay any transportation fees directly by the District.

#### **Section 10.8 District Merchant Cards**

Merchant card receipts for all charges on the credit cards shall be attached to the final reconciled Travel and Meeting Authorization Form submitted to the General Manager.

Fuel credit cards issued to the District may only be used to purchase fuel, diesel exhaust fluid (DEF) and oil in a District owned vehicles. Use of District fuel credit cards for personal vehicles is strictly

prohibited, regardless of whether or not the use of the personal vehicle was for authorized District business.

### **Section 10.9 Mileage Rate**

The mileage rate for personal vehicle use shall be determined each January 1st by the General Manager. The mileage rate shall be equal to the mileage rate allowance as set by the Internal Revenue Service for business use of a vehicle as confirmed by the General Manager.

### **Section 10.10 Miscellaneous Meetings**

Miscellaneous meetings wherein food, beverages, and related sundries are provided either on-site or at a dining establishment may be paid and/or reimbursed by District when required for official business. Payment and/or reimbursement may be made via; petty cash, merchant card, vendor charge account, purchase order, warrant request or Travel and Meeting Authorization Form.

In all cases, the payment and/or reimbursement request shall be accompanied by a receipt or other documentation and in the case of the use of a merchant card, the customer copy of the merchant card charge slip. The receipt and/or payment request should clearly identify the purpose of the meeting, the general attendees (i.e. lunch with auditors) and the budgetary account number. A Travel and Meeting Authorization Form need only be utilized when the cost of an individual, miscellaneous meeting exceeds \$200.

### **Section 10.11 Discretion**

These procedures do not claim to have addressed all contingencies and conditions. Any necessary and reasonable expenses that may from time-to-time be justified due to circumstances or opportunities for the District will be honored upon approval by the General Manager in the form of reimbursements to the traveler and upon adequate documentation and justification.

### **Section 11.0 PAYMENT REQUIREMENTS**

The issuance of warrant requests and travel, and meeting authorizations shall be made by the General Manager upon receipt of the properly completed documentation and in accordance with the payment schedule as established by the General Manager.

For purchase orders, preparation of the vendor payment shall be initiated by the Department Head or the General Manager upon receipt of the signed “payment” copy of the purchase order. Partial payments are acceptable. Authorization for partial payment(s) may be initiated by the General Manager by submitting the invoice through the Accounts Payable procedure.

For purchase orders issued for materials and/or services to be provided over time, the General Manager shall initiate vendor payment solely upon receipt of the appropriate invoice(s). In order to expedite the Accounts Payable process, the following vendor invoice delivery arrangements should be made:

- Invoices and Statements should be mailed to the District office and should be processed in the same manner as the daily mail.

- In the case where a regular vendor emails an invoice or statement it should be emailed to the Financial Officer.
- If a vendor emails an invoice to someone other than the Financial Officer it should be forwarded to the Financial Officer for processing.
- All invoices and statements are to be included in the general mail processing and be coded for payment by the appropriate Department Head or General Manager prior to payment.

In all instances, vendor payments shall be processed in accordance with the payment schedule unless the General Manager determines that the best interests of the District would be best served by accelerating the issuance of a particular vendor payment. The current payment schedule, as established by the General Manager, is that warrant for payment requests with an invoice attached received by noon on Wednesday will have a check issued no later than the fourth following Friday except as otherwise established by the Manger.

**DO NOT UNDER ANY CIRCUMSTANCES PROMISE OR OTHERWISE INDICATE TO A VENDOR THAT PAYMENT WILL BE RECEIVED ANY SOONER.**

**Section 12.0 MERCHANT CARDS**

Purchases made by merchant card shall be made in conformance with established Fiscal Policy, the purchasing rules and restrictions as identified in Section 1.0 through 9.0 and shall in no event exceed or circumvent the regulations set forth therein. A single purchase by credit card shall not exceed \$2,500 or the credit card account limit, whichever is less.

Merchant card account limits will be between \$2,000 and \$10,000 per month. Account limits apply to the account, not the card. For example, an account may have a limit of \$5,000, with two cards issued. Therefore, the aggregate spending total of both cards must not exceed \$5,000 per month.

Each Department Head or Supervisor will be informed of the limits placed on cards issued to his/her department and/ or divisions.

Purchases will be denied by the card issuer for any account that is delinquent or has exceeded its account limit. Departments must track their monthly spending so that they do not exceed the merchant card account limit.

**Section 12.1 Business Use Only**

The merchant card is to be used for District purchases ONLY.

**Section 12.2 Conditions for Use**

The total of a single purchase to be paid using the merchant card may be comprised of multiple items and cannot exceed the authorized single invoice limit. Purchases will be denied if the authorized single purchase limit is exceeded. Payments for purchases are not to be split in order to stay within the single purchase limit.

All materials, supplies, and services purchased over the counter and paid for by using the Merchant Card must be immediately available. No back-ordering is allowed unless authorized by the General Manager.

All materials, supplies, and services purchased by telephone order to be paid for by merchant card must be delivered by the merchant/vendor within the 30-day billing cycle. The order should not be placed without this assurance. (Please see "Telephone Purchase Procedures" below). Merchant card use for employee travel must comply with established District travel policy.

### **Section 12.3 Telephone Purchase Procedures**

Telephone purchase procedure, as used in these instructions, means a procedure where an order is placed, or a purchase is made by telephone. The supplies or services are provided by the merchant/vendor and payment is made using the merchant card.

When placing a telephone order to be paid using the merchant card, the employee will:

- a. Confirm that the merchant/vendor agrees to charge the merchant card when the shipment is made so that receipt of the supplies may be certified on the monthly Statement of Account.
- b. Instruct the merchant/vendor to fax, mail or email the charge slip to the cardholder when the credit card is charged.
- c. A log should be used to record telephone merchant card orders (see Attachment 4). The documentation should be held until the monthly billing statement is received and then attached to the statement, along with the charge slips, when it is submitted for payment.

### **Section 12.4 Internet Purchase Procedures**

Internet purchase procedure, as used in these instructions, means a procedure where an order is placed, or a purchase is made, by internet website access. The supplies or services are provided by the merchant/vendor and payment is made using the merchant card.

When placing an internet order to be paid using the merchant card, the employee will:

- a. Confirm that the web site utilizes security protection software.
- b. Confirm that the merchant/vendor agrees to charge the merchant card when the shipment is made so that receipt of the supplies may be certified on the monthly Statement of Account.
- c. Print out a hard copy of the order confirmation before exiting the site.

### **Section 12.5 Documentation, Reconciliation and Payment Procedures**

- a. Documentation

Any time a purchase is made that will be paid using the merchant card, whether it is done over the counter or by telephone or by internet, a document must be retained as proof of purchase. The documents will later be used to verify the purchases shown on the merchant card monthly statement. When a purchase is made over the counter, the employee is to obtain a customer copy of the charge

slip, as well the separate invoice if any, which will become the accountable document (make sure all carbons are destroyed).

When making purchases by telephone, the employee is to immediately document the transaction on a log and attach the charge slip (and invoice, if any) when received from the vendor, along with any shipping documents associated with the order.

b. **Missing Documentation**

If for some reason the employee does not have documentation of the transaction to send with the statement, he/she must attach an explanation that includes a description of the item, date of purchase, merchant's/vendor's name and why there is no supporting documentation and signed by the General Manager. If documentation is received after the statement has been sent for payment, the employee should send the documentation to accounts payable with a note referencing the date of the statement to which it should be attached.

**Section 12.6 Merchant Card Restrictions**

The following list covers purchases for which merchant card use is **prohibited**:

- a. Fuel purchases. Fuel purchases for District vehicles only must be made using a District Fuel credit card.
- b. Cash advances through bank tellers or automated teller machines.

**Section 12.7 Payment and Invoice Procedures**

Purchases made by employees will be paid by accounts payable once the purchases are coded by the Department(s) and the General Manager's approval of the transaction has been completed. Account coding shall be summarized by budget account.

Original invoices, receipts and/or charge slips should be stamped with the "Approved for Payment" stamp with all fields completed, then put into the Credit Card Receipts folder in the Financial Office. If the employee wishes to retain a copy of the invoice, a copy should be made before the original is sent to the General Manager.

The "Statement of Account" requires the Department/Division to review the statement and to note any errors on the bill. The Department/Division should attach to the statement all receipts (sales drafts/charge slips) received at the time of purchase with the budget account number noted on each. Travel expense charges must include a copy of the final accounting of the travel authorization form, as well as receipts pertaining to Travel purchases made by credit card. The Supervisor or Manager stamps the invoice or receipt with an "Approved for Payment" stamp, assigns account codes for each item, writes the grand total of the amount to be paid in the "amount" area provided by the "Approved for Payment" stamp, attached the summary by budget account and secures the signature of the General Manager certifying items purchased and received and forwards to the accounts payable within five (5) working days after it is received. Noncompliance may mean denial of future use of cards. Merchant Card Monthly Statement Payment: The Financial Officer will match all Credit Card Receipts with the monthly statement. Any missing receipts will be requested by the Financial Officer. The final packet of Statement and receipt back ups will go to the General Manager for approval before payment.

### **Section 12.8 Approval**

Approval of the transactions that employees have made using the merchant cards will not be totally defined in these procedures. Department Heads or supervisors, because of their knowledge of the job responsibilities of employees, are required to look at each employee's purchases, and at the merchant, who made the sale in order to determine if these items were for Official Use and if they were items allowed to be purchased in accordance with the instructions provided.

If, for any reason, the General Manager questions the purchases(s), it is his/her responsibility to resolve the issue with the employee. If he/she cannot be satisfied that the purchase was necessary and for Official Use, then the employee must provide a Credit Voucher proving item(s) have been returned for credit, or a personal check or cash for the full amount of that purchase. Resolution for improper use of the merchant card will be the responsibility of the General Manager to resolve, and disciplinary action for misuse will also be his/her responsibility to process.

### **Section 12.9 Disputes**

If items purchased with the merchant card are found defective or the repair of services faulty, the employee has the responsibility to return the item(s) to the merchant for replacement or to receive a credit on the purchase. If the merchant/vendor refuses to replace or correct the faulty item, then the purchase of this item will be considered to be in DISPUTE.

A disputed item must be noted on the statement of the account. In addition, an "Employee Statement of Questioned Item" form (Attachment 1) must be completed by the employee with appropriate documentation attached, if necessary. The General Manager shall notify the merchant card issuer in accordance with the instructions on the "Employee Statement of Questioned Item" for adjustment. The form should be attached to the statement of account, with a copy retained by the Department for follow-up the following month to be sure the proper credit is received on the statement of account.

It is essential that the time frames and documentation requirements established by the merchant card issuer be followed to protect the employee's rights in dispute. Dispute policies and procedures issued by the merchant card issuer will be provided at the time merchant cards are issued to employees.

### **Section 12.10 Requests for Initial, Additional or Changes to Merchant Cards and/or Credit Cards**

All requests for new accounts, additional cards or changes in account names or limits will be done by submitting "Request for Merchant or Credit Card" form to the General Manager. The form will be processed by the General Manager and the requesting Department Head or Supervisor will be notified when the request is processed. A minimum of thirty days should be allowed for processing requests.

### **Section 12.11 Inventory of Merchant and/or Fuel Credit Cards**

At least once annually, the General Manager will provide a list of credit cards to be issued and a physical inventory of credit cards will be performed by the Financial Officer and a report will be provided to the General Manager of the results of the inventory.

### **Section 12.12 Lost or Stolen Merchant and/or Credit Cards**

Should any employee lose or have a District credit card stolen, it is the responsibility of the General Manager to immediately notify the merchant card issuer of the loss. The telephone number of the merchant card issuer will be provided when the merchant card is issued.

In addition to notifying the merchant card issuer, the General Manager must notify the Board of Directors of the lost or stolen credit card WITHIN ONE WORKDAY after the discovery of the loss or theft of the card. The General Manager will be required to make a written report to the Board of Directors WITHIN FIVE (5) WORKDAYS that will include the complete information on the loss, the date the loss was discovered, the location where the loss occurred if known, the purchases that the employee had made prior to the loss, and any other information that may be considered necessary.

### **Section 12.13 Terminating Employee**

The General Manager shall be responsible to collect merchant and/or fuel credit cards from terminated employees.

If the General Manager is unable to collect the merchant or fuel card when an employee leaves, the General Manager shall notify the Board of Directors by email and immediately take action to ensure the card is voided.

The merchant or fuel card issuer shall be notified to void the merchant card to prevent any purchases after the employee leaves.

### **Section 13.0 CONTRACT CHANGE ORDERS**

To establish a uniform procedure for documenting, review and authorization of Change Orders affecting construction contracts, these procedures shall apply to changes in the work that results in alterations, amendments or deviation from an awarded contract; thereby modifying the scope of the contract, the cost, completion schedule, material and/or equipment furnished under the awarded contract.

A Change Order is the written authorization that changes the awarded contract as noted above. The Change Order shall be for similar kinds of work as that awarded in the original contract and shall only arise in good faith from unforeseen items and/or events since the time of the bid award. Request for Change Order authorization to the General Manager shall be accompanied by a purchase order. Change Order authorization limits are established as follows:

- a) Contracts up to \$25,000. The General Manager is authorized to approve change orders, in aggregate, up to 25% of initial contract amount.
- b) Contracts \$25,000 - \$75,000. The General Manager is authorized to approve change orders, in aggregate, up to 20% of initial contract amount. The General Manager shall place an item on the next Board of Directors meeting for Board review.
- c) Contracts greater than \$75,000. For contracts with an initial contract amount of \$75,000 or more, the General Manager may approve change orders, in aggregate, up to \$15,000. Change orders in excess of the aggregate \$15,000 must be approved by the Board of Directors at a scheduled board meeting.

In all cases where a Change Order would increase the cost of the project beyond the existing budget, the Change Order shall be presented to the Board of Directors along with an appropriation resolution for their consideration and approval.

#### **Section 14.0 CONTRACTS WITH OTHER PUBLIC AGENCIES**

It may be beneficial to contract with other public agencies for goods and services. In such cases, the General Manager may waive normal bidding procedures if it can be shown, via the quotation procedures contained in Section 4.0, that contracting directly with another public agency is equal to or less than the cost of a private sector competitive bid contract

#### **Section 15.0 UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING (CUPCCAA)**

The Uniform Public Construction Cost Account Act (the “Act”) allows local agencies to perform public project work of up to \$60,000 with their own workforce if the agencies elect to follow the cost accounting procedures set forth in the *Cost Accounting Policies and Procedures Manual* by the California Uniform Construction Cost Accounting Commission (the “Commission”). Participation is voluntary and open to any public agency. The benefits of electing to become a participating agency of the Act include more flexibility in completing public projects, reduction of the number of formal bids a public agency must put forth for qualifying projects, and a streamlined awards process.

##### **Section 15.1 Definitions**

“Public Project” means any of the following:

- a) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.
- b) Painting or repainting of any publicly owned, leased, or operated facility.
- c) In the case of a publicly owned utility system, "public project" shall include only the construction, erection, improvement, or repair of dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher.

“Public project” does not include maintenance work. For purposes of this section, "maintenance work" includes all of the following:

- a) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
- b) Minor repainting.
- c) Resurfacing of streets and highways at less than one inch.
- d) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.
- e) Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, power plants, and electrical transmission lines of 230,000 volts and higher.

### **Section 15.2 List of Registered Contractors**

The General Manager, or their designee, shall maintain a list of qualified contractors, identified according to categories of work. At least once per calendar year, the General Manager shall establish a new list or update its existing list of qualified contractors by mailing, faxing, or emailing written notice to all construction trade journals designated for that agency by the Commission. The list of Commission-designated trade journals can be found in the *Cost Accounting Policies and Procedures Manual*. A contractor may have their firm added to the List of Registered Contractors at any time by providing the following information:

- a) The name and address to which a Notice to Contractors or Proposals should be mailed, faxed, or emailed;
- b) A phone number at which the contractor may be reached;
- c) The type of work in which the contractor is interested and currently licensed to perform;
- d) The class of contractor's license(s) held; and
- e) The contractor license number(s).

### **Section 15.3 Bid Limitations for Public Projects**

The General Manager is authorized to award Public Project contracts solicited through CUPCCAA informal bidding processes. Contracts exceeding the informal bid limit set forth in Public Contract Code section 22032 (as it may be revised from time to time), are let in accordance with CUPCCAA formal bidding procedures, and awarded by the District Board.

### **Section 15.4 Public Projects of \$60,000 or Less**

Public projects of \$60,000 or less may be performed by the employees of the District by force account (such as street maintenance), by negotiated contract (such as a contract for design services), or by purchase order (such as a contract for supplies). Procurement of any contracts for Public Projects under \$60,000 shall be subject to the procedures set forth in Sections 2.0 and 3.0 of this Policy Manual.

### **Section 15.5 Public Projects of \$200,000 or Less**

Public projects of \$200,000 or less may be let to contract by the following informal procedures:

- Notice inviting bids must describe the project in general terms and how to obtain more detailed information.
- Notice inviting bids must state the time and place for the submission of bids.
- The District may either mail, fax, or email a notice inviting informal bids to all contractors on the List of Registered Contractors for the category of work being bid, unless the product or service is proprietary, not less than 10 calendar days before bids are due; or mail, fax, or email the notice to all construction trade journals specified in the *Cost Accounting Policies and Procedures Manual*. (Notice by mail to a trade journal listed in the *Cost Accounting Policies and Procedures Manual* is not required if the trade journal charges for its services or is out of business)
- Notice inviting bids shall require that the contractor provide:

- The name and address to which a Notice to Contractors or Proposals should be mailed, faxed, or emailed;
- A phone number at which the contractor may be reached;
- The type of work in which the contractor is interested and currently licensed to perform;
- The class of contractor's license(s) held; and
- The contractor license number(s).

### **Section 15.6 Public Projects of More Than \$200,000**

Public projects of more than \$200,000 must be let to contract by the following formal bidding procedures:

- Notice inviting bids must be published at least 14 calendar days before the date of opening the bids in a newspaper of general circulation within the District.
- Notice inviting bids must describe the project in general terms and how to obtain more detailed information.
- Notice inviting bids must state the time and place for the submission of bids.
- All bids for construction work shall be presented under sealed cover and shall be accompanied by one of the following forms of bidder's security:
  - Cash.
  - A cashier's check made payable to the District.
  - A certified check made payable to the District.
  - A bidder's bond executed by an admitted surety, made payable to the District.

### **Section 15.7 Bid Award**

The contract must be awarded to the lowest bidder. If two or more bids are the same and the lowest, the Board has the discretion to award the contract to any one of the responsible lowest bidders. If all bids received are in excess of \$200,000, the Board may, by adoption of a resolution by a four-fifths (4/5) vote, award the contract at \$212,500 or less to the lowest responsible bidder.

The Board has the discretion to reject any bids presented. The Board may reject all bids if it first declares that the project can be more economically performed by employees of the District and the General Manager provides written notice to an apparent low bidder that:

- Informs the lowest responsible bidder of the Board's intention to reject the bid.
- Is mailed at least two business days prior to the hearing at which the Board intends to reject the bid.

If all bids are rejected, the Board may abandon the project or re-advertise for bids or, by passage of a resolution by a four-fifths (4/5) vote declaring that District employees can perform the project more economically, have the project done by force account without further complying with the Act.

If no bids are received, the project may be performed by employees of the District by force account or by further informal bidding procedures.

### **Section 15.8 Emergency Work**

In cases of emergency when repair or replacements are necessary, the Board may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the Board, by contractor, or by a combination of the two. If notice for bids will not be given for emergency work, the Board must:

- Approve by a four-fifths (4/5) vote proceeding with the emergency work.
- Make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency.
- Any emergency action taken must be reviewed at the next regularly scheduled meeting of the Board, to occur not later than 14 days following the order of emergency action, and at every regularly scheduled meeting thereafter until the action is terminated, as determined by a four-fifths (4/5) vote of the Board whether there is need to continue the action.

The Board may, by a four-fifths vote, delegate, by resolution or ordinance, to the General Manager, or other nonelected agency officer, the authority to order any emergency action.

### **Section 15.9 Project Tracking**

All cost elements, including personnel, materials, supplies and subcontracts, equipment, and overhead, associated with construction-oriented Public Project must be recorded and reported at the project level through a project tracking system. The District shall maintain a manual or automated system that records, accumulates, and periodically reports the cost elements – personnel; materials, supplies and subcontracts; equipment; and overhead – incurred in completing all Public Projects.

The District is required to account for the costs of the public project in a manner consistent with the way in which the project was bid or estimated. An audit trail of the accumulation of cost elements for each Public Project must be maintained by the District, including source documents identifying costs incurred on each project (e.g., timesheets, equipment tracking records, requisitions of materials and supplies used at the project site, documentation of the development of overhead rates).

### **Section 16.0 ACCOUNTS PAYABLE PROCESS**

When purchasing from a new vendor, the Department Head or General Manager should provide the vendors contact information to the Financial Officer so the vendor can be entered into the accounting software and appropriate vendor information collected (i.e W-9 forms).

Invoices received for payment should be stamped with the “Received By” stamp on the date received and put into the Accounts Payable folder for the General Manager’s signature. For an invoice to be paid, the Department Head or supervisor must stamp the invoice with the “Approved for Payment”

stamp and fully complete it. The General Manager will review and sign all invoices, after signed by the Department head or Supervisor but before they are entered for payment by the Financial Officer.

“Approved for Payment” stamp: Department Head or supervisor should fully complete the stamp with:

- the current date
- purchase description, resolution # or project name to be assigned to the purchase in the District’s accounting software
- list the budget account(s) the amount due should be coded to
- initials or signature of the Department Head or supervisor

Department Head or supervisor should include any special instructions with the invoice. Example: a copy of the invoice or permit should be included with payment, or if the check should not be mailed out.

Credits: Department Head or supervisor should indicate on a credit if there is a specific invoice the credit should be applied to and stamp the credit with the “Approved for Payment” stamp and fully complete it.

Vendor Statements: when received should be stamped with the “Received By” stamp and put into the AP folder for review by Department Heads, supervisors and the General Manager. All Statements should go to the Financial Officer, who will review it against the District’s records. Any open invoices/credits will be pursued, otherwise if no action is needed the statement will be filed into the vendors accounting file.

###

**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

August 24, 2023

**AGENDA ITEM: 10.4**

**SUBJECT:** Construction project review

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**SUGGESTED ACTION:** Discuss District construction projects that were completed and that are in progress.

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**DISCUSSION:**

Following is a list of projects undertaken since 2016, some projects are still in progress. This list is not a complete list and omits some small repair project or preventative maintenance projects, instead focusing on larger projects.

**Water Department**

Totals:

\$596,350 in operational/ capital funds spent

\$688,137 in Grants received

\$1.7 million in grants applied for and awaiting award

- Fire Hydrant Replacement – Grant funded project to replace substandard fire hydrants and wharf head hydrants with new fire hydrants and valves
  - \$143,750 total cost
    - Funded through CDBG
  - Completed in 2016
- SLT Blending Line - Grant funded project to install a direct fill line from the SLT well to the SLT Tank with the goal of being able to blend the SLT well water with the water from the other District wells.
  - \$157,814 total cost
    - \$150,000 in grant funding through CDBG
    - \$7,814 in operational and capital funding
  - Completed in 2018
- Developed and adopted a new water code
  - Paid for with operational funding
  - Completed in 2019
- Replacement of water mains on 10<sup>th</sup>, 11<sup>th</sup>, and Mission Street – Grant funded project to replace failing water main on 10<sup>th</sup>, 11<sup>th</sup> and Mission. A large part of this project was installing the replacement line under the railroad tracks.
  - \$510,293 total cost
    - \$164,387.50 in grant funding
    - \$345,905.90 in operational and capital funding.
  - Applied for funding in 2018 and project completed in 2021
- Generator purchase and installation – CalOES grant project to purchase and install four generators at three water wells and the main tank.
  - \$250,000 total cost

- \$230,000 grant funding
    - \$20,000 in operational and capital funding.
  - Started in 2020 and completed in 2022
- Emergency repair – emergency repair to Mission street alley water main at 12<sup>th</sup> Due to the nature of the break significant pavement damage occurred, which is where the majority of the cost was incurred.
  - \$50,000 in capital funding
- Well3 pump/ motor replacement – replacement of well pump and well carrier piping at Well 3
  - \$69,896 total cost
    - Funded with capital funding
  - Variable frequency drive at Well 4 – purchase and installation of a variable frequency drive at well 4 to mitigate inconsistent and low power conditions at the well site. The power issues at the well prevented it from operating normally.
    - \$12,114 total cost
      - Funded with capital funding
      - Completed in 2021
  - SLO to 10<sup>th</sup> street alley water line replacement - Developed plans and specs for the replacement of the Mission Street alley water line between San Luis Obispo Road and 10<sup>th</sup>
    - Plans were funded with operational and capital funds.
      - \$300,000 in grant funds is approved and will be available in early 2024.
      - Plans started in 2020, construction expected to start in 2024.
  - SLT booster pump and tank/ water system improvement project. – this project is applying for grant funding to develop plans and specification for a new tank and booster pump station at River Road and Power Road. It also includes various other water line replacements and well projects.
    - \$22,960 initial cost to prepare applications
    - The District has applied to DWSRF for approximately \$1.4 million in funding for plans for all the projects
  - MG tank recoating – initial phase of this project is to evaluate the tank and develop plans and specs to repair deteriorating coatings on the tank.
    - \$67,660 Initial cost
    - The District will be applying for grant funding if it is available.

## **Wastewater Department**

Totals:

\$702,257 in operational/ capital funds spent

\$406,861 in Grants received

\$28.1 million in grants applied for and awaiting award

- Developed and adopted a new wastewater code.
  - Paid for with operational funding.
  - Completed in 2019
- WWTF pond liner and motor repair
  - \$8,500 in operational funds
  - Completed in 2020
- WWTF expansion property – purchase of the parcels north of the WWTF in order to facilitate expansion and upgrade.
  - \$239,000 capital funding
- Dissolved Oxygen meters – replaced Dissolved Oxygen meters at the WWTF for pond 1 and 2.

- \$16,971 total project cost
  - Funded with operational funding
- Recycled water line – as part of the WWTF expansion and upgrade recycled water will be produced and sold to a vineyard across the freeway. A grant was secured through sigma funds to pay for the design and construction of a pumping line from the WWTF to the vineyard.
  - \$1,000,000 grant fund
  - Planning started 2022 and estimated construction completion end of 2025.
- Sewer lining and manhole rehabilitation project – This project is to assess and create plans and specifications to repair aging sewer lines and manholes throughout the community sewer system.
  - \$396,530 in grant funding approved for planning.
    - Construction funding application efforts are part of this planning funding.
  - Applied in 2018 project started in 2023.
- WWTF expansion and upgrade – expansion of facility from 200,000 gallons a day to 500,000 gallons a day and upgrade facility to provide better treatment and be able to produce recycled water to sell. Project also includes construction of office, shop and equipment storage space.
  - This project is ongoing and expected to be completed in early 2026.
  - Current District cost to date \$437,786
  - Current grant funding to date \$406,861
    - The original planning grant funds applied for are \$406,861(multiple grants) a request was made for additional grant funds totaling \$1.4 million to cover all design and permitting costs through bidding of the project.
    - A separate construction permit has also been submitted for the construction costs totaling approximately \$25 million. This is likely not going to be completely funded by grants, but more likely it will be funded with grants and low interest loans provided by the state.

### **Streetlighting Department**

- Mission Street Landscaping - Property Tax funded long-term repair and maintenance of the landscaping along Mission Street. Since taking on this project the District has installed drip irrigation, replaced most of the plants with drought tolerant plants, fixed numerous leaks in the main piping and valving.
  - Ongoing started in 2020.

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### **FISCAL IMPACT:**

No additional cost to review the prepared report.

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PREPARED BY: Kelly Dodds

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**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

August 24, 2023

**AGENDA ITEM: 10.5**

**SUBJECT:** Request for Bids -- Sanitary Sewer Main and Manhole inspection service

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**SUGGESTED ACTION:** Authorize the General Manager to release a Request for Bids for sewer main and manhole inspection services.

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**DISCUSSION:**

The Board is requested to authorize the General Manager to release a request for bid proposals to *conduct cleaning and CCTV inspections of approximately 28,266 linear feet, comprising 93 segments of sanitary sewer mains, according to National Association of Sanitary Sewer Companies (NASSCO) pipeline assessment standards. Conduct Level 1 NASSCO inspections of 79 manholes.* is an initial step of the grant funded Sewer Lining and Manhole Rehabilitation project which will provide an overall assessment of the condition of the sewer mains and manholes and end in a construction plans and application to repair, line or replace sewer mains and manholes.

Once Bids are received, they will be evaluated by the District Engineer and General Manager for conformance with the Bid package and a recommendation will be brought to the board for contract award.

The Sewer Lining and Manhole Rehabilitation Project is a Clean Water State Revolving Fund (CWSRF) grant. The District was awarded \$396,500 for the planning phase of this project. An application will be made for the construction phase of this project at the end of the planning phase.

This inspection phase of this project is exempt from CEQA, section 15309.

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**FISCAL IMPACT:**

Releasing the bids has minimal cost to the District. Any actual costs can be reimbursed through the grant. The recommended award will be brought back to the Board for a contract approval.

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PREPARED BY: Kelly Dodds

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## **CONTRACT AND BID DOCUMENTS FOR**

**Sanitary Sewer Main and Manhole Inspection Services**

**Bid Set**

**August 2023**

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**ADVERTISEMENT FOR BIDS**  
**San Miguel Community Services District**  
**San Luis Obispo County, CA**  
**Sanitary Sewer Main and Manhole Inspection Services**

**General Notice**

San Miguel Community Services District (Owner) is requesting Bids for the construction of the following Project:

**Sanitary Sewer Main and Manhole Inspection Services**

Bids for the construction of the Project will be received at the San Miguel Community Services District located at 1765 Bonita Place, San Miguel, CA 93451, until **Friday, September 22, 2023 at 9:00am** local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

Conduct cleaning and CCTV inspections of approximately 28,266 linear feet, comprising 93 segments of sanitary sewer mains, according to National Association of Sanitary Sewer Companies (NASSCO) pipeline assessment standards. Conduct Level 1 NASSCO inspections of 79 manholes. The sanitary sewer system is located in the unincorporated community of San Miguel, San Luis Obispo County, CA. Provide Traffic Control and applicable permits as needed, per San Luis Obispo County to complete inspection work. Prepare a condition assessment summary report and submit videos and inspection assessments.

Bids are requested for the following Contract: **Sanitary Sewer Main and Manhole Inspection Services**

The Project has an expected duration of 60 calendar days.

**Obtaining the Bidding Documents**

Information and Bidding Documents for the Project can be found at the following designated website:

**<https://www.sanmiguelcsd.org>**

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

**Pre-bid Conference**

A mandatory pre-bid conference for the Project will be held on Tuesday, September 5, 2023 at 9am at San Miguel Community Services District, 1765 Bonita Place, San Miguel, CA 93451. Bids will not be accepted from Bidders that do not attend the mandatory pre-bid conference.

**Instructions to Bidders.**

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

**This Advertisement is issued by:**

Owner: **San Miguel Community Services District**

By: **Kelly Dodds**

Title: **General Manager**

Date: **August 24, 2023**

# INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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## ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Agency*— The Project is financed in whole or in part through an agreement with the State Water Resources Control Board through California’s Clean Water State Revolving Fund. The Clean Water State Revolving Fund is administered through the Division of Financial Assistance; therefore, the Agency for these documents is Division of Financial Assistance.

## ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder’s responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Owner recommends that potential bidders notify Kelly Dodds, General Manager, by email, at [kelly.dodds@sanmiguelcsd.org](mailto:kelly.dodds@sanmiguelcsd.org) , of their intent to bid, in order that they may be notified of any Addenda.
- 2.04 Not used.
- 2.05 Not used.
- 2.06 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by the most recent version of Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor’s means of reproduction of such documents, the Owner and

Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
- C. Not Used.

### **ARTICLE 3—QUALIFICATIONS OF BIDDERS**

- 3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
  - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
  - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
  - C. Bidder's state or other contractor license number, if applicable.
  - D. Unexpired National Association of Sanitary Sewer Companies (NASSCO) Pipeline Assessment Certification Program (PACP) and Manhole Assessment Certification Program (MACP) certifications for all inspectors who will perform the Work.
  - E. Subcontractor and Supplier qualification information.
  - F. Other required information regarding qualifications.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

### **ARTICLE 4—PRE-BID CONFERENCE**

- 4.01 A mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Proposals will not be accepted from Bidders who do not attend the conference. It is each Bidder's responsibility to sign in at the pre-bid conference to verify its participation. Bidders must sign in using the name of the organization that will be submitting a Bid. A list of qualified Bidders that attended the pre-bid conference and are eligible to submit a Bid for this Project will be issued in an Addendum.
- 4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions

at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

**ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
  - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
  - b. Those drawings known to Owner 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.
  - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
  - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
4. Not used.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

- A. No other Site-related documents are available.

#### 5.04 *Site Visit and Testing by Bidders*

- A. A Site visit is scheduled following the pre-bid conference.
- B. Bidders visiting the Site are required to arrange their own transportation to the Site.
- C. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site: Kelly Dodds, General Manager, Kelly.dodds@sanmiguelcsd.org. Bidder must conduct the required Site visit during normal working hours.
- D. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- E. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- F. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- G. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

#### 5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

#### 5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

### **ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

#### 6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.

- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

#### **ARTICLE 7—INTERPRETATIONS AND ADDENDA**

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Owner in writing. Contact information are as follows:
  - A. Kelly Dodds, General Manager, kelly.dodds@sanmiguelscd.org
- 7.03 Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

#### **ARTICLE 8—BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of ten percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the

Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

#### **ARTICLE 9—CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Not used.
- 9.03 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

#### **ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS**

- 10.01 Not used.
- 10.02 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.
- 10.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

#### **ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the Work within five days after Bid opening.
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such

Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

## **ARTICLE 12—PREPARATION OF BID**

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
  - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.

- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

### **ARTICLE 13—BASIS OF BID**

- 13.01 *Not Used.*
- 13.02 Not used.
- 13.03 Not used.
- 13.04 Not used.
- 13.05 *Unit Price*
  - A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
  - B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
  - C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 13.06 *Allowances*
  - A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

13.07 Not used.

#### **ARTICLE 14—SUBMITTAL OF BID**

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

#### **ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID**

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid,

and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

#### **ARTICLE 16—OPENING OF BIDS**

16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

#### **ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### **ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT**

18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 *Evaluation of Bids*

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. Not used.

C. Not used.

D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

E. Not used.

F. Not used.

18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for

those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

#### **ARTICLE 19—BONDS AND INSURANCE**

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

#### **ARTICLE 20—SIGNING OF AGREEMENT**

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

#### **ARTICLE 21—SALES AND USE TAXES**

- 21.01 *Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the Work will be located, unless otherwise expressly provided by the Contract Documents.*

#### **ARTICLE 22—PREVAILING WAGE**

- 22.01 All labor by the Contractor and its subcontractors performing work under this Contract is subject to the most current California State Prevailing Wage Determinations.

# BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

## ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: San Miguel Community Services District  
1765 Bonita Place  
San Miguel, CA 93451
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - F. Required Bidder Qualification Statement with supporting data.

## ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Unit Price Bids*
- A. Bidder will perform the following Work at the indicated unit prices:

**Table 1. Sewer Main Inspection Services Bid Schedule**

Item Number	Pipe Diameter (in)	Length (feet)	Cleaning		CCTV Inspection	
			Unit Cost (\$/ft)	Total Cost (\$)	Unit Cost (\$/ft)	Total Cost (\$)
1	6	±870				
2	8	±23,424				
3	10	±929				
4	12	±2,983				
5	16	±60				
Sewer Main Subtotal		±28,266	n/a		n/a	
<b>Sewer Main Inspection Total</b>						

**Table 2. Manhole Inspection Services Bid Schedule**

Item Number	Inspection Category	Quantity	Unit Cost	Total Cost (\$)
6	Level 1	79		

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to furnish all labor, equipment, and materials to perform Work, provide traffic control and applicable permits, prepare and submit videos and assessment, and cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 *Total Bid Price (Unit Prices)*

Total Bid Price (Total of Unit Price Bids)	\$
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**ARTICLE 4—NOT USED**

**ARTICLE 5—NOT USED**

**ARTICLE 6—TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Not used.
- 6.03 Not used.
- 6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

7.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

**ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

8.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
  - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  - 2. Bidder 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. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Bidder has carefully studied the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding 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 Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder 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.
8. Bidder 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 Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 8.02 *Bidder's Certifications*

- A. The Bidder certifies the following:
  1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
  2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
  3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
  4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

- a. 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.
- b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- c. 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.
- d. 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.

BIDDER hereby submits this Bid as set forth above:

Bidder:

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contact:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contractor License No.: (if applicable) \_\_\_\_\_

## BID BOND (DAMAGES FORM)

<p><b>Bidder</b>                  Name:                  Address <i>(principal place of business)</i>:</p>	<p><b>Surety</b>                  Name:                  Address <i>(principal place of business)</i>:</p>
<p><b>Owner</b>                  Name: San Miguel Community Services District                  Address <i>(principal place of business)</i>:                  1765 Bonita Place                  San Miguel, CA 93451</p>	<p><b>Bid</b>                  Project <i>(name and location)</i>:                  Sanitary Sewer Main and Manhole Inspection Services, San Miguel, CA                    Bid Due Date: Friday, September 22, 2023</p>
<p><b>Bond</b>                  Bond Amount: 10% of total bid price                  Date of Bond:</p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Bidder	Surety
<i>(Full formal name of Bidder)</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) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i></p>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid, as determined by Owner, for the work required by the Contract Documents, provided that:
  - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the bond amount set forth on the face of this Bond, and
  - 1.2. In no event will Bidder's and Surety's obligation hereunder exceed the bond amount set forth on the face of this Bond.
  - 1.3. Recovery under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions will not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond must be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# QUALIFICATIONS STATEMENT

## ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business’s organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business’s officers, partners, and limits of authority.

Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

**ARTICLE 2—LICENSING**

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

**ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS**

3.01 Provide information regarding Business’s Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		

<input type="checkbox"/> Other			
<input type="checkbox"/> None			

**ARTICLE 4—SAFETY**

4.01 Provide information regarding Business’s safety organization and safety performance.

Name of Business’s Safety Officer:			
Safety Certifications			
Certification Name	Issuing Agency	Expiration	

4.02 Provide Worker’s Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

**ARTICLE 5—FINANCIAL**

5.01 Provide information regarding the Business’s financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:			
Business address:			
Date of Business’s most recent financial statement:		<input type="checkbox"/> Attached	
Date of Business’s most recent audited financial statement:		<input type="checkbox"/> Attached	
Financial indicators from the most recent financial statement			
Contractor’s Current Ratio (Current Assets ÷ Current Liabilities)			
Contractor’s Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			

**ARTICLE 6—SURETY INFORMATION**

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:			
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

**ARTICLE 7—INSURANCE**

7.01 Provide information regarding Business’s insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Does provider have an A.M. Best Rating of A-VII or better?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

**ARTICLE 8—CONSTRUCTION EXPERIENCE**

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

8.02 Provide information regarding the Business’s previous contracting experience.

The successful Bidder must have been engaged in the contracting business, under the present business name, for 5 years and experience in work of a nature similar to that covered in the proposal extends over a period of 5 years.

Years of experience with projects like the proposed project:		
As a general contractor:		As a joint venturer:
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:		
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Provide full details in a separate attachment if the response to any of these questions is Yes.		

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business’s experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business’s key leaders as well.

**ARTICLE 9—REQUIRED ATTACHMENTS**

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.

- C. Certification of Business's safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.
- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: \_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Date: \_\_\_\_\_  
*(date signed)*

*(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Schedule A—Current Projects**

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

**Schedule B—Previous Experience with Similar Projects**

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

**Schedule B—Previous Experience with Similar Projects**

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

**Schedule C—Key Individuals**

<b>Project Manager</b>			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
<b>Project Superintendent</b>			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

<b>Safety Manager</b>			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
<b>Quality Control Manager</b>			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

# **AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between San Miguel Community Services District (“Owner”) and \_\_\_\_\_ (“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: Conduct cleaning and CCTV inspections of approximately 28,266 linear feet, comprising 93 segments of sanitary sewer mains, according to National Association of Sanitary Sewer Companies (NASSCO) pipeline assessment standards. Conduct Level 1 NASSCO inspections of 79 manholes. The sanitary sewer system is located in the unincorporated community of San Miguel, San Luis Obispo County, CA. Provide Traffic Control and applicable permits as needed, per San Luis Obispo County to complete inspection work. Prepare a condition assessment summary report and submit videos and inspection assessments.

## **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 Sanitary Sewer Lining and Manhole Rehabilitation Project, which includes inspection of the sanitary sewer system to evaluate its condition and development of a preliminary engineering report, design documents, and environmental documents to perform needed repairs and upgrades to the collection system.

## **ARTICLE 3—ENGINEER**

3.01 The Owner has retained 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 Specification that serves as the basis for the Work to be provided by the Contractor under the terms of this Contract, has been prepared by Water Systems Consulting, Inc.

## **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: Days*

A. The Work will be substantially complete within 60 days after the date a Notice to Proceed is issued by the District and when the Contract Times commence to run as provided in

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Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 90 days after the date when the Contract Times commence to run.

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 other than Unit Price Work, a lump sum of \$[number].  
All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.
  - B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
				\$	\$
				\$	\$
				\$	\$
				\$	\$

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
				\$	\$
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$[number].
- D. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

**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, 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. Technical Specifications as listed in the table of contents of the project manual (copy of list attached).
  - 6. Addenda (numbers **[number]** to **[number]**, inclusive).
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. SMCSO Sewer Mains and Manholes Map indicating sewer lines and manholes to be surveyed and inspected
    - b. Submitted bid dated September 22, 2023.
  - 10. 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. In the event of a conflict between the provisions of this Agreement and any other Contract Document, the provisions of this Agreement shall prevail.

## **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 carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  - 6. 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.
  - 7. 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.
  - 8. 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.
  - 9. 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.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. 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 \_\_\_\_\_ (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: \_\_\_\_\_

## NOTICE TO PROCEED

Owner: San Miguel Community Services District Owner's Project No.: \_\_\_\_\_  
Engineer: \_\_\_\_\_ Engineer's Project No.: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Contractor's Project No.: \_\_\_\_\_  
Project: Sanitary Sewer Main and Manhole Inspection Services  
Contract Name: \_\_\_\_\_  
Effective Date of Contract: \_\_\_\_\_

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** 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 at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is 60 from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **[date, calculated from commencement date above]**; and the number of days to achieve readiness for final payment is 90 from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **[date, calculated from commencement date above]**.

Before starting any Work at the Site, Contractor must comply with the following:

**[Note any access limitations, security procedures, or other restrictions]**

Owner: San Miguel Community Services District  
By (signature): \_\_\_\_\_  
Name (printed): Kelly Dodds  
Title: General Manager  
Date Issued: \_\_\_\_\_  
Copy: Engineer

## PERFORMANCE BOND

<b>Contractor</b> Name: Address <i>(principal place of business)</i> :	<b>Surety</b> Name: Address <i>(principal place of business)</i> :
<b>Owner</b> Name: San Miguel Community Services District Mailing address <i>(principal place of business)</i> :  1765 Bonita Place San Miguel, CA 93451	<b>Contract</b> Description <i>(name and location)</i> : Sanitary Sewer Main and Manhole Inspection Services, San Miguel, CA  Contract Price: Effective Date of Contract:
<b>Bond</b> Bond Amount: \$ _____ (100% of total Contract Price) Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
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.	
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: _____
<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>	

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.

## PAYMENT BOND

<p><b>Contractor</b></p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</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>): 1765 Bonita Place San Miguel, CA 93451</p>	<p><b>Contract</b></p> <p>Description (<i>name and location</i>): Sanitary Sewer Main and Manhole Inspection Services, San Miguel, CA</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</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 checked="" 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.

# 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.50 – Add the following at the end of the Paragraph:

The Work Change Directive form to be used on this Project is EJCDC C-941 (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 through an agreement with the State Water Resources Control Board through the California's Clean Water State Revolving Fund. The Clean Water State Revolving Fund is administered through the Division of Financial Assistance; therefore, the Agency for these documents is Division of Financial Assistance.

## ARTICLE 2—PRELIMINARY MATTERS

### 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 three printed copies of the Contract Documents (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

### 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 subconsultants 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**

No suggested Supplementary Conditions in this Article.

### **ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

#### **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 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

Report Title	Date of Report	Technical Data

- 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 Reports 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).

### 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>	
Bodily injury by accident—each accident	\$ N/A
Bodily injury by disease—aggregate	\$ N/A
<b>Employer’s Liability</b>	
Each accident	\$ 5 million
Each employee	\$ N/A
Policy limit	\$ 10 million
<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	\$ 5,000,000
General Aggregate	\$ 5,000,000

- 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.

<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

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Delete Paragraph 6.04.A of the General Conditions.

**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-7.07.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.

**ARTICLE 8—OTHER WORK AT THE SITE**

No suggested Supplementary Conditions in this Article.

**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. 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 subparagraph immediately after Paragraph 10.03.A:

1. On this Project, by agreement with the Owner, the Engineer has the option to furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

**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.

## **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-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of Rental Rate Blue Book for Construction Equipment.

### *13.03 Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

#### *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 extended price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 20 percent 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**

No suggested Supplementary Conditions in this Article.

## **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 approval all Applications for Payment before payment is made.

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.

### **15.03 Substantial Completion**

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.

## **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**

#### 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 Salinian 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—ARTICLE 19 - FEDERAL REQUIREMENTS**

#### 19.01 *Intent*

- A. This Project involves funding from the Clean Water State Revolving Fund (SRF) federal program. The SRF program uses a combination of federal and state funds, and must meet federal requirements in Article 19.

#### 19.02 *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.

### 19.03 *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.

### 19.04 *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.

### 19.05 *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.

### 19.06 *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.

19.07 *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.

19.08 *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).

19.09 *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."

19.10 *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.

#### 19.11 *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.

19.12 *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.

19.13 *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.

19.14 *Procurement of recovered materials*

- A. The Contractor will comply with 2 CFR Part 200.322, "Procurement of recovered materials."

**EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE**

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			
DWG	Autodesk® AutoCAD .dwg format			
DOC	Microsoft® Word .docx format			
EXC	Microsoft® Excel .xls or .xml format			
DB	Microsoft® Access .mdb format			

# **SAN MIGUEL COMMUNITY SERVICES DISTRICT**

**SAN MIGUEL, CALIFORNIA**



**TECHNICAL SPECIFICATIONS FOR**  
**SANITARY SEWER MAIN AND MANHOLE INSPECTION**  
**SERVICES**

**August 2023**

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SANITARY SEWER MAIN AND MANHOLE INSPECTION  
APPENDIX – PROJECT LOCATION MAP

## SANITARY SEWER MAIN AND MANHOLE INSPECTION

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Sewer Main Closed Circuit Television (CCTV) Inspection
  - 2. Manhole Inspection

#### 1.2 REFERENCE STANDARDS

- A. Refer to most recent edition of the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Standards and Manhole Assessment Standards
- B. 2021 Standard Specifications for Public Works Construction (Greenbook)
  - 1. Section 500-Pipeline Rehabilitation
- C. Refer to most recent edition of the County of San Luis Obispo Public Improvement Standards.

#### 1.3 PAYMENT

- A. Payment shall be for televised footage. If a regular set-up and reverse set-up were both used, payment shall only be for the televised footage for one full length of the manhole-to-manhole inspection and cannot exceed the actual length of the pipe segment.
- B. No travel time compensation will be provided.
- C. Extra work, as requested by the District, shall be billed on a time and materials basis.

#### 1.4 SUBMITTALS

- A. Unexpired NASSCO Pipeline Assessment Certification Program (PACP) and Manhole Assessment Certification Program (MACP) certifications for all inspectors who will perform the Work.
- B. Traffic control plans and applicable permits as needed, per San Luis Obispo County.
- C. Product sheets and any other information required to demonstrate the inspection system's compliance with the requirements specified.
- D. Redlined maps of the area.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Project Inspection Documents:

1. Video data and reports shall be submitted within 2 weeks after the work is completed.
2. All CCTV inspection submittals shall be identified beginning with the upstream structure ID followed by the downstream manhole, as identified on the map included in this RFP.
3. Each structure-to-structure segment shall be recorded as a separate inspection. If the inspection continues through a structure, a new video recording and inspection record shall be started.
4. Provide inspection documents electronically, on portable hard drives, in a Version 7 (or more recent version) PACP database compliant format or the most recent MACP database compliant format, depending on the type of asset.
5. Pipeline inspection reports are also to be submitted as hard copies in three-ring binders (2 identical sets of the inspection reports).
6. Manhole inspection documentation is to be submitted as hard copies in three-ring binders (2 identical sets of the inspection reports).

**B. Data Standards and Format**

1. Inspection data shall be recorded in accordance with the most current version of NASSCO PACP standards, including inspection header information and inspection observation data. CCTV inspection software used shall be capable of recording data using PACP standards and exporting inspection data to a standard PACP compliant database format. For each inspection, the Contractor shall provide an inspection report (hard copies and electronic file format) that includes the following information:
  - a. Street and closest address.
  - b. Upstream and downstream manhole IDs of inspected segment
  - c. Date and time of CCTV inspection
  - d. Pre-cleaning date
  - e. Type of pre-cleaning
  - f. Quantity and type of debris removed by cleaning
  - g. Camera direction
  - h. Pipe diameter
  - i. Pipe material
  - j. Pipe joint length
  - k. Pipe map length (if provided by District maps)
  - l. Surveyed (inspected) length
  - m. Footage location and description of all conditions and construction features observed in accordance with PACP standards
  - n. PACP structural, O&M, and overall quick ratings and pipe ratings
2. The contractor shall provide a summary listing of all inspected segments by upstream/downstream manhole ID listing date of inspection, surveyed, length, whether or not the inspection of the entire pipe segment was complete, and the overall and structural PACP quick scores.
3. The Contractor shall provide complete inspection data with associated video and still image files. All video and still image file names shall include at a minimum the pipe segment identifier (upstream and downstream manhole IDs), the inspection date, and any other relevant information necessary to identify the file content. Data shall be provided in both the format of the CCTV software used as well as a PACP exchange database. For the software used, the contractor shall also provide an associated viewer program if not otherwise available for public download from the internet. Contractor shall use a PACP certified software.

4. In addition to electronic deliverables, Contractor shall provide 2 copies of a report compiled in 3-ring binders containing the redlined maps of the inspected segments, a summary listing of inspected segments as described above, and a report for each inspection. The Contractor shall be responsible for conducting quality assurance/quality control review for all data prior to submittal.
5. All CCTV inspection survey video and data shall be reviewed for conformance to the requirements detailed in these Technical Specifications. If the contents of any submittals deviate from these requirements, the District may reject parts of the submittal or the entire submittal. While all videos shall conform to the minimum acceptable standards described herein, the District may in isolated cases accept a line segment recording on the provision that all or a part of the line is sufficiently visible to permit a fairly accurate assessment and design evaluation without doubt or questionable concern. In addition to requirements already detailed, the submittals may be rejected if the following requirements are not met:
  - a. The Contractor shall provide accurate coding of features and defects that conforms to the most recent NASSCO Standards.
  - b. The video quality shall be of adequate quality to ascertain with certainty cracks, fractures, and other defects, and their severities.
  - c. Pipe segment identification must be correct and must be correctly documented.
  - d. Defect and feature locations are to be called out to the nearest 0.1 foot.
  - e. The camera towing bridle shall not be underwater except in locations with clear pipe sags.

## 1.6 QUALITY ASSURANCE

- A. Perform Work according to 2021 Greenbook standards.
- B. Contractor's Traffic Safety and Control Procedures shall conform to all applicable federal, state, and local regulations and ordinances.

## PART 2 PRODUCTS

### 2.1 CLOSED CIRCUIT TELEVISION (CCTV) SYSTEM EQUIPMENT

- A. Contractor shall adhere all equipment to the NASSCO Standards and Section 500-3 Cleaning and Preliminary Inspection of Section 500-Pipeline Rehabilitation of the Greenbook, with the following amendments. Wherever discrepancies occur between the NASSCO Standards and the amended Greenbook, the NASSCO Standards shall be used. In absence of revision by these Technical Specifications, comply with the Greenbook.
- B. Greenbook Section 500-3.2.2 Closed Circuit Television (CCTV) System Equipment is amended to the following:
  1. CCTV system equipment shall include television cameras, a television monitor, cables, power sources, and other equipment. The focal distance shall be adjustable through a range from 6 inches (150 mm) to infinity. The remote-reading footage counter shall be accurate to less than 1 percent error over the length of the particular section of pipeline being inspected. This distance shall be measured from the access point wall, per NASSCO Standards. The camera and

television monitor shall produce a minimum 350 lines per inch (14 lines/mm) resolution.

2. Telephones, radios, or other suitable means of communication shall be set up to ensure that adequate communication exists between members of the crew.
3. The CCTV inspection camera utilized shall be specifically designed and constructed for sewer inspection. The CCTV inspection camera shall be operative in 100 percent humidity conditions.
4. Lighting for the camera shall minimize reflective glare. Lighting and picture quality shall be suitable to provide a clear, in-focus picture of the entire periphery of the pipeline for all conditions encountered during the work.
5. The CCTV inspection camera shall be mounted on a skid, floatable raft system, or transporter based on the conditions of the pipeline to be televised.
6. The CCTV inspection system to be utilized shall be approved by the Engineer prior to the work being performed. Contractor shall submit product sheets and any other information deemed by the Engineer to be necessary to determine the CCTV inspection system's compliance with these specifications.

## PART 3 EXECUTION

### 3.1 GENERAL

- A. Sewer main inspections and manhole inspections shall be conducted in accordance with the most recent NASSCO Standards and 2021 Greenbook. Wherever discrepancies occur between the NASSCO Standards and the Greenbook, the NASSCO Standards shall be used.

### 3.2 EXAMINATION

- A. Verify that existing sewer main and manholes to be inspected location are as indicated on Location Map.

### 3.3 PREPARATION

- A. Cleaning
  1. Contractor shall clean the pipeline segment prior to the CCTV inspection in accordance with NASSCO and the Greenbook.
  2. Cleaning shall include one pass of a high pressure hydroflusher to remove grease, and other solid or semi-solid material from the pipe such that defects are not obscured, and structural defects can be adequately viewed and properly graded.
  3. Contractor shall use appropriate nozzles and water pressure needed to achieve removal of such materials. Inspection of pipeline reaches that have heavy or dense material or obstructions that cannot be removed with a high pressure hydroflusher and/or the use of a hydraulic root cutter shall not proceed without approval from District.
  4. All debris collected during cleaning shall be removed from the pipeline, quantified, characterized, and disposed of at the District's Wastewater Treatment Plant at no cost to the Contractor. All debris must be removed from the adjacent structure and shall not be allowed to flow through to another structure.
  5. Greenbook Section 500-3.3 Cleaning is amended to the following:

- a. When utilizing high-velocity hydraulic cleaning equipment independently or in combination with other cleaning methods, a minimum of 1 (one) pass with the hydraulic nozzle shall be done unless otherwise approved by the Engineer. If cleaning cannot be completed from one manhole, the equipment shall be moved and set up on the other manhole and cleaning shall be re-attempted.
- b. If successful cleaning still cannot be performed or the equipment fails to traverse the entire pipeline section, it shall be assumed that a major blockage exists. Efforts to clean the lines shall be temporarily suspended and the Contractor shall notify the District. The District will remove the obstruction. Upon removal of the obstruction, the Contractor shall complete the cleaning operation. The Contractor shall dispose of all debris removed from the pipeline in accordance with Federal, State, and local laws and regulations.

### 3.4 CCTV INSPECTION

- A. Contractor shall perform CCTV inspection in accordance with NASSCO and the Greenbook.
- B. Water Level
  1. CCTV surveys shall not be conducted in pipes in which the water level height exceeds one third of the inside diameter or six (6) inches, whichever is less, unless specifically authorized by the District or Engineer. Contractor shall adjust time of the work to correspond to low flow conditions to meet this requirement.
  2. If any segments cannot be surveyed during normal work hours without violating this requirement by strategically timing the survey attempt, the Contractor shall notify the District. The District may direct the Contractor to perform the work at night, when the flow is anticipated to be sufficiently low. In the past, flows in District's system during the day have been sufficiently low for CCTV inspection.
- C. Greenbook Section 500-3.4 Closed Circuit Television (CCTV) Inspection is amended to the following:
  1. CCTV inspections shall be recorded on a digital storage device. All original digital recordings, log sheets, and reports shall be submitted to the Engineer and will become the property of the Agency.
  2. CCTV inspection shall be performed utilizing one of the following video camera systems: a) rotating-lens cameras; or b) pan-and-tilt cameras. CCTV inspection for re-instating service connections shall be performed utilizing system a) or b). The camera must be able to pan, tilt, and rotate, and have a minimum 360 x 270 degree rotation.
  3. The Contractor shall televise the pipeline during optimum low-flow level conditions, as pre-approved by the Engineer.
  4. The CCTV inspection camera shall be moved through the pipeline in a downstream direction at a uniform rate, stopping when necessary to ensure proper documentation of the condition, but in no case, shall it be moved through the pipeline at a speed greater than 30 feet per minute.
  5. The camera lens must be kept clean and clear, and any fogging due to oil, grease, or other water content or debris that obscures the lens shall be cleaned off before preceding with the recording operation.

6. The camera lens must remain above the visible water level and may submerge only while passing through clearly identifiable line sags.
  7. The camera shall be stopped for a minimum of 5 seconds at each defect or feature that requires coding by the NASSCO Standards. A clear picture shall be provided looking into each service connection.
  8. If the CCTV inspection camera will not pass through the entire pipeline section, the Contractor shall reset the equipment at the downstream manhole and attempt to inspect the section of pipe from the opposite direction. If the camera fails to pass through the entire section, it shall be assumed that an obstruction exists. Efforts to televise that section of pipe shall be temporarily suspended and the Contractor shall notify the District. The District will remove the obstruction. Once the District has removed the obstruction, the Contractor shall continue.
  9. Documentation shall consist of a color, digital recording, log sheets, and a written report detailing the post-rehabilitation condition of the pipeline and lateral connections/openings. The color recording shall have proper balance of tint and brightness. The recording shall have an audio descriptive narration, identifying at a minimum all coded features. Screen text shall be clearly displayed on a contrasting background. Startup screen must include at a minimum:
    - a. the project number or name,
    - b. upstream and downstream manhole IDs,
    - c. location (street),
    - d. date and time,
    - e. survey direction.
  10. During CCTV, the screen must show running footage (distance traveled) and observation code at each defect or feature recorded.
  11. A still image shall be taken of each defect and feature recorded.
  12. The report shall note the time and date of CCTV inspection, street name, upstream and downstream manhole, direction of view, direction of flow, surface material, pipeline length, pipe section length, pipe size, pipe material, lateral connections, digital recording number, counter number, and a detailed logging of defects encountered.
  13. If the quality of the digital recording is deemed to be unacceptable by the Engineer, the pipeline shall be re-televised.
- D. Contractor shall promptly notify the District if the Contractor encounters any of the following conditions:
1. Potentially hazardous materials
  2. Locations of sulfide odor or other hazardous atmospheric conditions.
  3. A collapsed pipe, or a blockage requiring immediate attention
  4. Cross connections between the sanitary and storm drain systems
  5. Locations of system surcharging
- E. All open access structures or manholes will be attended at all times, and all access structures or manholes that were sealed to control odors or entry of extraneous water will be resealed after entry.
- F. All equipment will be removed from the area at the end of the workday.

- G. Contractor shall legibly note any observed field conditions including pipelines, access structures, manhole IDs, that differ from what is depicted on the Location Map. Contractor shall redline maps and submit to the District.
- H. Greenbook Section 500-3.5 Host Pipe Testing does not apply to this project and shall be disregarded.

### 3.5 MANHOLE INSPECTION

- A. The following shall apply regarding Level 1 Manhole Inspections:
  - 1. Level 1 manhole inspections, as defined by the NASSCO Standards, shall be conducted. Level 1 manhole inspections do not involve entry into the manhole. Contractor shall not enter the manholes unless the Contractor has been directed by the District to conduct Level 2 manhole inspections.
  - 2. Contractor shall complete all mandatory Level 1 fields of the MACP Header Section, the MACP Component Observation Section, and the Manhole Pipe Connection Section Fields, as described by the NASSCO Standards.
  - 3. Contractor shall provide photographs for each manhole. Each photograph shall be in color, in focus, with proper contrast and exposure, and with proper tint and balance. Each photograph shall have a resolution of at least 4000 x 3000 pixels. The following photographs shall be provided:
    - a. One or more photographs which identify the general area of the manhole, including a landmark if possible, sufficient to identify the location and identify potential inflow due to runoff.
    - b. One close-up photograph showing the frame and cover.
    - c. One or more photographs with the cover removed, and the camera centered in the manhole at the top looking downward. The exposure of this photograph shall be controlled such that details within the manhole are visible.
- B. The Contractor shall submit documentation as described above for each manhole to District, within two weeks of completion of the manhole inspection. The required documentation shall be submitted on portable hard drives, in an electronic, MACP database-compliant format. Two identical sets of hard copy (on paper) documentation shall be submitted for each inspected manhole in three-ring binders.
- C. Within two weeks of completion of the manhole inspection, the Contractor shall submit a manhole table. This shall be submitted electronically and as a hard copy. The following information shall be included for each manhole shown as requiring an inspection on the applicable map:
  - 1. Manhole ID
  - 2. An indication as to whether or not the Contractor inspected the manhole
  - 3. A list of all components which the Contractor deemed to not be in “sound” condition.

END OF SECTION

Pipe Diameter (in)	Length to be Surveyed (ft)
6	±870
8	±23,424
10	±929
12	±2,983
16	±60

Pipe Segments to be Surveyed	Manholes to be Surveyed
93	79

**Legend**

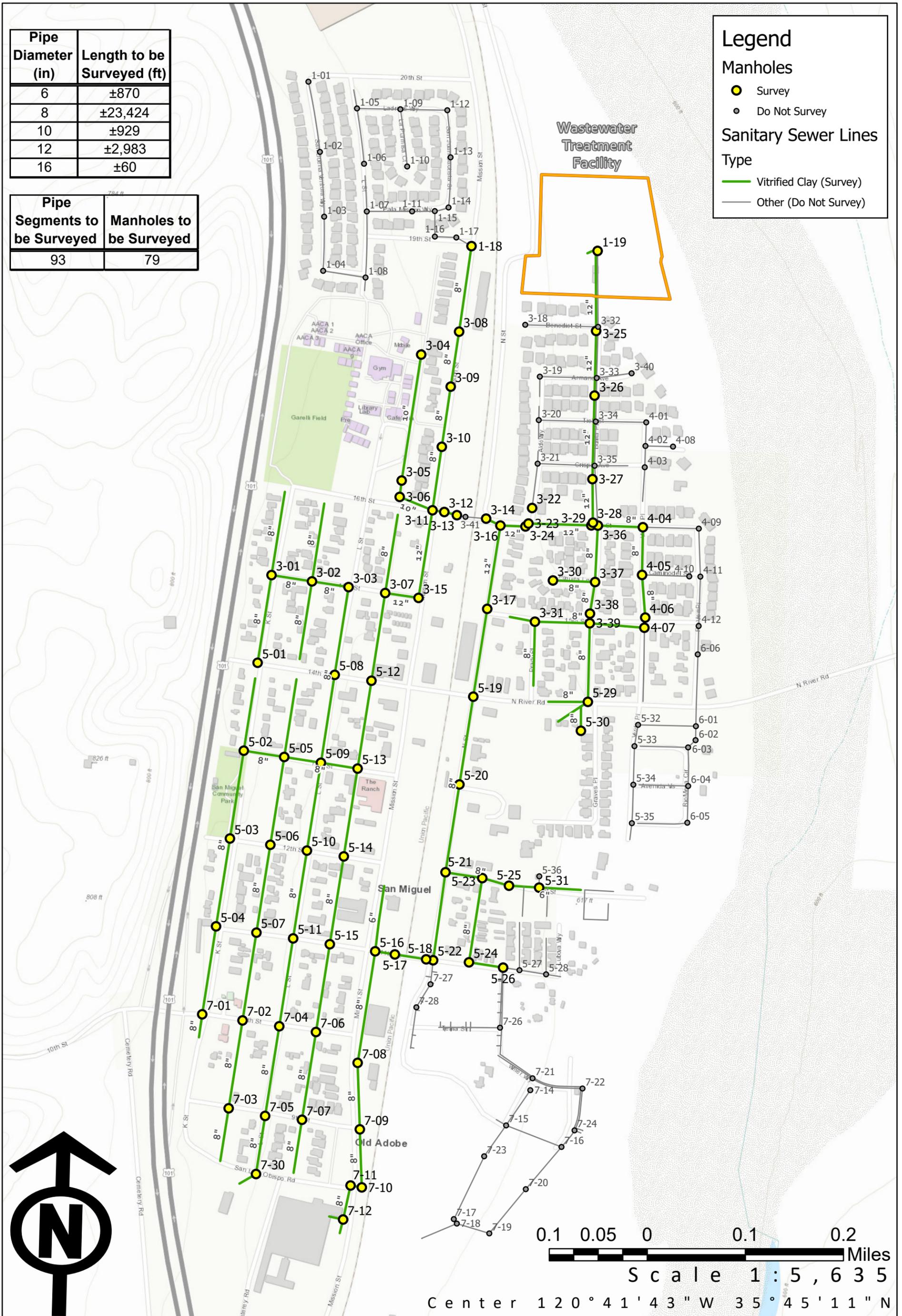
**Manholes**

- Survey
- Do Not Survey

**Sanitary Sewer Lines**

Type

- Vitrified Clay (Survey)
- Other (Do Not Survey)



# SMCSD Sewer Mains and Manholes for Inspection Services

**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

August 24, 2023

**AGENDA ITEM: 11.1**

**SUBJECT:** Proposed responses - Grand Jury report titled "Can One Wet Year Wash Away the Paso Robles Basin's Water Worries" (6-23-2023)

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**SUGGESTED ACTION:** Discuss proposed responses to County of San Luis Obispo Grand Jury report findings and recommendations. Provide feedback to the General Manager.

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**DISCUSSION:**

The PBCC staff has developed responses to the Grand Jury findings and recommendations. Those draft responses are attached to this report. This Board should review the draft responses and provide feedback to the General Manager. The final responses will be reviewed and approved at a special PBCC meeting in early September.

Information from July Board Meeting

On June 26th, 2023, the County of San Luis Obispo Grand Jury publicly released their report, "Can One Wet Year Wash Away the Paso Robles Basin's Water Worries".

This report is focused on the Paso Robles Water Basin and its management. The 32-page report outlines the basin and the actions taken to secure the future of it.

On pages 25 thru 27 of the report lists the Grand Jury findings, recommendations and required responses.

Though the required responses do not specifically require the San Miguel CSD GSA to respond, it does require the PBCC to respond to R1 - R5 and R9.

Any responses from the PBCC should be agreed to by the members of the PBCC which includes San Miguel CSD.

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**FISCAL IMPACT:**

None

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PREPARED BY: Kelly Dodds

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# DRAFT

Grand Jury Report PBCC Responses  
July 26, 2023

## FINDINGS

**F1.** The combination of drought conditions and increased agricultural lands in production has resulted in an unsustainable decline in the Paso Basin.

We Agree with this Finding

**F2.** Since 1998 there has been over 700,000 AF reduction of groundwater storage resulting in dry wells for many rural residential properties and jeopardizing long-term agricultural viability.

We Agree with this Finding

**F3.** The current number and location of groundwater monitoring well data collected by the PBCC is insufficient for decision making.

We Agree with this Finding

**F4.** The PBCC currently does not require or have full access to the annual volume of groundwater pumping by all agricultural users to determine the extent of the demand on the basin.

*We Wholly or Partially Disagree with the Finding for the following reasons:*

We partially disagree with this finding. In the WY 2022 GSP Annual Report satellite-based evapotranspiration (Et) data was used to estimate agricultural water demand and was determined to be a more accurate method of estimating water use since it directly measures actual Et as it varies spatially and temporally throughout the Subbasin. Et captures nuances in crop irrigation practices, such as deficit irrigation, and while we anticipate making future refinements and improvements to this methodology for estimating agricultural groundwater pumping, we believe that the use of Et data will provide a reliable and accurate methodology for estimating agricultural groundwater pumping in the Paso Basin.

**F5.** The GSP initiatives for feasible supplemental water options and conservation measures are insufficient to balance the basin. Basin recovery depends upon reduction in active agricultural production pumping.

*We Wholly or Partially Disagree with the Finding for the following reasons:*

We partially disagree with this finding. Although we do agree that reductions in groundwater pumping will be required to achieve sustainable conditions in the Paso Basin, we believe that the projects and management actions identified in the GSP will be sufficient to balance the basin. Some of the projects and management actions described in the GSP are currently in the development and implementation phases. These include projects that will bring supplemental water into the basin to be used in lieu of groundwater pumping. Examples of these include the City of Paso Robles recycled water project which is currently under construction and the San Miguel CSD recycled water project which is currently in the design phase. In addition,

the PBCC has formed a Technical Advisory Committee (TAC) to provide recommendations for moving forward with the design of the Blended Water Supply Project, which will bring a blended supply of Nacimiento water and City of Paso Robles recycled water into the basin where it can be used for agricultural irrigation in-lieu of groundwater pumping. Additionally, management actions including the Multi-Benefit Irrigated Land Repurposing (MILR) Program is currently under development with support from a TAC that was formed by the PBCC. The primary goal of the MILR Program will be to achieve voluntary reductions in agricultural groundwater pumping. Other projects and management actions to be considered in the future include voluntary land fallowing, potential for using State Water Project water to benefit the Paso Robles groundwater basin, and conservation measures.

**F6.** The failure of the PBCC to apply equitable pumping restrictions has resulted in continued decline of the Paso Basin.

*We Wholly or Partially Disagree with the Finding for the following reasons:*

We partially disagree with this finding. Although the continued level of groundwater pumping has contributed to the continued decline in groundwater levels in the Paso Basin, the effects of prolonged severe drought periods during the past several years has significantly reduced the volume of water being recharged to the basin. The lack of recharge during these drought years has also significantly contributed to the decline of groundwater levels in the basin.

It is also important to note that the decline of groundwater levels in the Paso Basin is a problem that started prior to the formation of the PBCC and insufficient action from agencies in place prior to the formation of the PBCC contributed to those declines.

**F7.** Public information and outreach on Paso Basin status is inadequate.

*We Wholly or Partially Disagree with the Finding for the following reasons:*

We disagree with this finding. There has been a significant effort to inform the public with regard to the status of the Paso Basin and the GSA's efforts and progress towards GSP implementation. The PBCC, which includes representatives of each of the GSAs in the Paso Basin, meet regularly, under Brown Act protocols, providing access for public attendance and participation. In addition, each of the GSAs have periodic meetings that are open to public attendance and participation. Recently, the PBCC formed three (3) TACs that meet regularly, under Brown Act protocols, providing access for public attendance and participation. To supplement the various public meetings that occur, members of the GSAs regularly attend and participate in various stakeholder and industry group meetings to provide information, updates and answer questions. Finally, members of the GSAs work closely with local media outlets to inform the public. Although these efforts have been productive, we do agree that the public information and outreach efforts within the Paso Basin should be expanded.

**F8.** Fees that would make the GSP self-sustaining are not uniformly applied across the GSAs. Unincorporated areas governed by the County are not collecting fees.

We Agree with this Finding

**F9.** Rural residential wells remain at risk. Many rural residential users lack the resources and means to correct the situation.

We Agree with this Finding

**F10.** There remains an inequity between rural properties in using groundwater for agricultural production under the 2013 County Planting Ordinance.

We Agree with this Finding

*Note: The 2013 County Planting Ordinance is a County of San Luis Obispo ordinance and the PBCC does not have regulatory authority over this item.*

**F11.** Management efforts have not advanced sufficiently to begin regulation of basin activities.

We Agree with this Finding

## RECOMMENDATIONS

**R1.** The GSAs need to expedite their plans to expand the monitoring network for use in the 2025 GSP update.

The recommendation has been implemented.

*Summary regarding the implemented action:*

On March 16, 2023, the Expanded Monitoring Network Technical Advisory Committee (TAC) was established by the Paso Basin Cooperative Committee, via a public process, to develop recommendations to the PBCC for the expansion of existing monitoring networks in the Paso basin. The TAC's purpose is to advise and assist in implementation of the Paso Basin expanded monitoring network including a) incorporating 100 existing wells into the representative monitoring site (RMS) network, b) installing three (3) stream gauges, c) installing two (2) climatological stations, and d) performing supplemental hydrogeologic investigations for potential minimum thresholds exceedances (as required).

**R2.** The GSAs need to employ the most accurate satellite data for determining groundwater utilization or adopt regulations which mandate reporting of groundwater extraction for agricultural production wells within the Paso Basin by the 2025 GSP update.

The recommendation has been implemented.

*Summary regarding the implemented action:*

In the WY 2022 GSP Annual Report satellite-based evapotranspiration (Et) data was used to estimate agricultural water demand. This methodology is being used in numerous basins throughout the State and has been accepted by DWR as a proxy for groundwater extractions. The PBCC anticipates this methodology will be refined to continue to provide better estimates of groundwater use in the Paso Basin.

**R3.** Implementation of the proposed MILR Program, to establish voluntary land fallowing, needs to be initiated by the 2025 GSP update. If voluntary measures are ineffective, the PBCC will need to implement a mandatory program.

The recommendation has not yet been implemented but will be implemented in the future.

*Timeframe for implementation:*

On March 16, 2023, the Multibenefit Irrigated Land Repurposing (MILR) Program TAC was established by the Paso Basin Cooperative Committee, via a public process, to develop recommendations to the PBCC for the development and implementation of a MILR program. The MILR program consists of two phases. Phase 1 is a voluntary component that anticipates the adoption of an ordinance to codify a successful MILR program. If Phase 1 is unsuccessful, Phase 2 will be considered which may include a mandatory component that will provide for a groundwater allocation component to contribute to the sustainability of the Paso Basin.

**R4.** The GSAs must establish and implement the necessary governance structure to build public trust and execute procedures up to and including formal regulations to define equitable groundwater extractions and enforcement mechanisms.

The recommendation has been implemented.

*Summary regarding the implemented action:*

In the fall of 2017, the GSAs in the Paso basin entered into a memorandum of agreement to form the PBCC and this entity does provide the necessary governance structure to successfully implement the Paso Basin Groundwater Sustainability Plan. Moving forward the PBCC may consider other governance structures, as necessary.

**R5.** GSAs should intensify outreach to solicit public input and educate residents and property owners, particularly those whose wells have run dry. Outreach should include the development of a collective single website for the PBCC.

The recommendation has been implemented.

*Summary regarding the implemented action:*

Each GSA has public meetings and have their own outreach efforts including websites. The County maintains a website that houses SGMA, GSA, and PBCC information relative to the Paso Basin under its Groundwater Sustainability Department (GSD) page. Moving forward, additional resources may be added to the GSD page including dry well reports and assistance for well owners with well issues. The County also maintains an active email list for Paso Basin stakeholders that it uses to communicate important basin information. Consideration may be given for the development of a collective single website in the future should the PBCC deem that appropriate.

**R9.** For the 2025 GSP annual update, the Cooperative Committee should update the GSP timeline to show a realistic and deliverable set of management actions.

The recommendation has not yet been implemented but will be implemented in the future.

*Timeframe for implementation:*

The PBCC will perform a GSP evaluation prior to the January 2025 deadline which will include an analysis of the success of implementation of the GSP including projects and management actions and will include a consideration of updating the GSP timeline inclusion in a future GSP update.

DRAFT

# Can One Wet Year Wash Away the Paso Robles Basin's Water Worries?

## SUMMARY

The record-setting snow and rainfall in 2023 are filling our reservoirs here in San Luis Obispo County (County). As the water percolates down, we can expect to see improved water levels in the Paso Robles Groundwater Basin (Paso Basin). While this increase in reserves is valuable, past precipitation history and future models indicate that drier years will continue to be our norm in the County. Users in the Paso Basin typically pump more water than the rainfall recharges, creating a basin in overdraft.

In 2014, the State of California (State) enacted the Sustainable Groundwater Management Act (SGMA) to help protect groundwater resources. This act prioritized basins of concern and required the Paso Basin to create a Groundwater Sustainability Plan (GSP). Diligent work has gone into creation of the Paso Basin GSP, which was approved on March 2, 2023, by the State Department of Water Resources (DWR). While this plan gives us a roadmap toward sustainability, the requirement date for sustainability is 2040, allowing a continued period of basin depletion.

The baseline water storage level chosen for the GSP is 2017, a point at which 141 wells were already recorded to have gone dry<sup>1</sup>. An additional 95 wells were reported dry between January 2018 and 2022. The GSP identified the historical average annual groundwater storage loss of 12,600 acre-feet per year (AFY)<sup>2</sup>, which has resulted in an increasing number of dry wells<sup>3</sup>. The GSP identifies some new sources of water, but far less than the 12,600 AFY of overdraft experienced during the time frame 1981-2011. Therefore, the only way to fully achieve sustainably is to use less water.

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<sup>1</sup> Technical Memorandum – Paso Robles Basin Well Impacts Analysis using data from the DWR Household Water Supply Shortage Reporting System, GSI Water Solutions Inc., dated May 11, 2022

<sup>2</sup> Acre-Foot of water is equal to 326,000 gallons

<sup>3</sup> Paso Robles Subbasin Groundwater Sustainability Plan (GSP) Page 6-14

Agricultural irrigation is about 90 percent of the Paso Basin water use, so any sustainable plan primarily requires less water use by growers. This is challenging since grapes, our largest crop in the basin and a key part of the economy, are already a good agricultural choice requiring less water per acre than most crops. Ultimately, the problem is a result of too much acreage in production. The GSP presents the concept of a fallowing program to reduce acreage.

The implementation of the GSP is behind schedule and is currently lacking details for how to implement the plan. Without faster progress toward a sustainable basin, more rural resident wells will continue to go dry and water quality could deteriorate.

<b>Abbreviations and Acronyms</b>	
AF	Acre-Feet
AFY	Acre-Feet Per Year
CCRWQCB	Central Coast Regional Water Quality Control Board
City	City of Paso Robles
CSA	County Service Area
CSD	Community Services District
County	County of San Luis Obispo
County DGS	San Luis Obispo County Department of Groundwater Sustainability
DWR	California State Department of Water Resources
ET	Evapotranspiration
GSA	Groundwater Sustainability Agency
GSP	Groundwater Sustainability Plan
GSI	GSI Water Solutions Inc. (consultant)
HWS	DWR Household Water Supply Shortage Reporting System
JPA	Joint Powers Authority
LAFCO	Local Agency Formation Commission
MILR	Multi-Benefit Irrigated Lands Repurposing (fallowing program)
MOA	Memorandum of Agreement
NRCS	National Resources Conservation Service
Paso Basin	Paso Robles Area Subbasin
PBCC	Paso Basin Cooperative Committee
SGMA	Sustainable Groundwater Management Act
State	State of California
SWP	State Water Project
UC Extension	University of California Davis Extension

## **INTRODUCTION/PURPOSE**

In drier and drought-prone areas of California, access to water has historically been an area of concern. Over the years, despite some outside supplementation of water, agricultural demands and the growing population have dramatically reduced many of California's groundwater supplies. In response to the need for long-term access to water, in 2014 the State enacted the SGMA to help protect groundwater resources. This act prioritized basins of concern and required the Paso Basin to create a GSP. The Grand Jury wanted to review the Paso Basin GSP to ensure it is on track to create a sustainable groundwater basin. Further, with 236 rural residential wells having gone dry in the period of 2013 to 2022, would the GSP implementation be robust and timely enough to protect users of the basin from further dry wells?<sup>1</sup>

## **ORIGIN**

The 2022-23 Grand Jury started their term during the summer of 2022, when portions of our county were in critical drought conditions. Because water supply sustainability is a topic of widespread interest, the Grand Jury initiated a review of the Paso Basin GSP to determine whether the GSP is on track to provide sustainable groundwater for future generations. Record rains at the beginning of 2023 have increased reserves and perhaps reduced public concern. Yet the Grand Jury's initial review of the GSP and Annual Reports showed a need to complete the process of investigation and bring a report forward for public awareness and swifter action toward Paso Basin groundwater sustainability.

## **METHODS/PROCEDURE**

The Grand Jury conducted its investigation of the Paso Basin GSP through review of the plan itself, the 2017-2022 Paso Basin Annual Reports, and consultant reports; interviews with GSA board members and their staff, consultants, and agricultural experts; attendance at meetings of the Paso Basin Cooperative Committee; and public records requests for County wells and budget data.

## NARRATIVE

Over the past 40 years, the Paso Robles area has seen dramatic changes in agricultural practices as well as persistently dry hydrologic cycles that have negatively affected the underlying Paso Basin. Since 1998, approximately 700,000 acre-feet have been depleted from storage within the Paso Basin<sup>4</sup>. This critical water resource supports over \$1.082 billion<sup>5</sup> in agricultural production annually and is a key asset for regional tourism.

The Paso Basin lies entirely within San Luis Obispo County. The basin includes the City of Paso Robles and unincorporated areas of the County including Shandon, Creston, San Miguel, Cholame, and Whitley Gardens. In 2022, approximately 92 percent of groundwater extracted from the Paso Basin was for agricultural use.<sup>6</sup>

California groundwater had no formal regulations and was based on beneficial use as determined from court rulings under water appropriations and property rights until 2014, when the State of California enacted the SGMA to help protect groundwater resources. The act requires formation of local Groundwater Sustainability Agencies (GSAs) in high- and medium-priority basins to develop and implement GSPs. The objective of GSPs is to provide a roadmap for how groundwater basins will reach long-term sustainability by 2040. Sustainable yield is defined by SGMA as “the maximum quantity of water, calculated over a base period representative of long-term conditions in the basin that can be withdrawn annually from a groundwater basin without causing an undesirable result.”<sup>7</sup>

The Paso Basin was determined to be a high priority basin according to the DWR in 2018. Accordingly, a GSP has been jointly developed by four GSAs under a Memorandum of Agreement (MOA):

- City of Paso Robles GSA
- Paso Basin - County of San Luis Obispo GSA
- San Miguel Community Services District (CSD) GSA
- Shandon - San Juan Water District GSA

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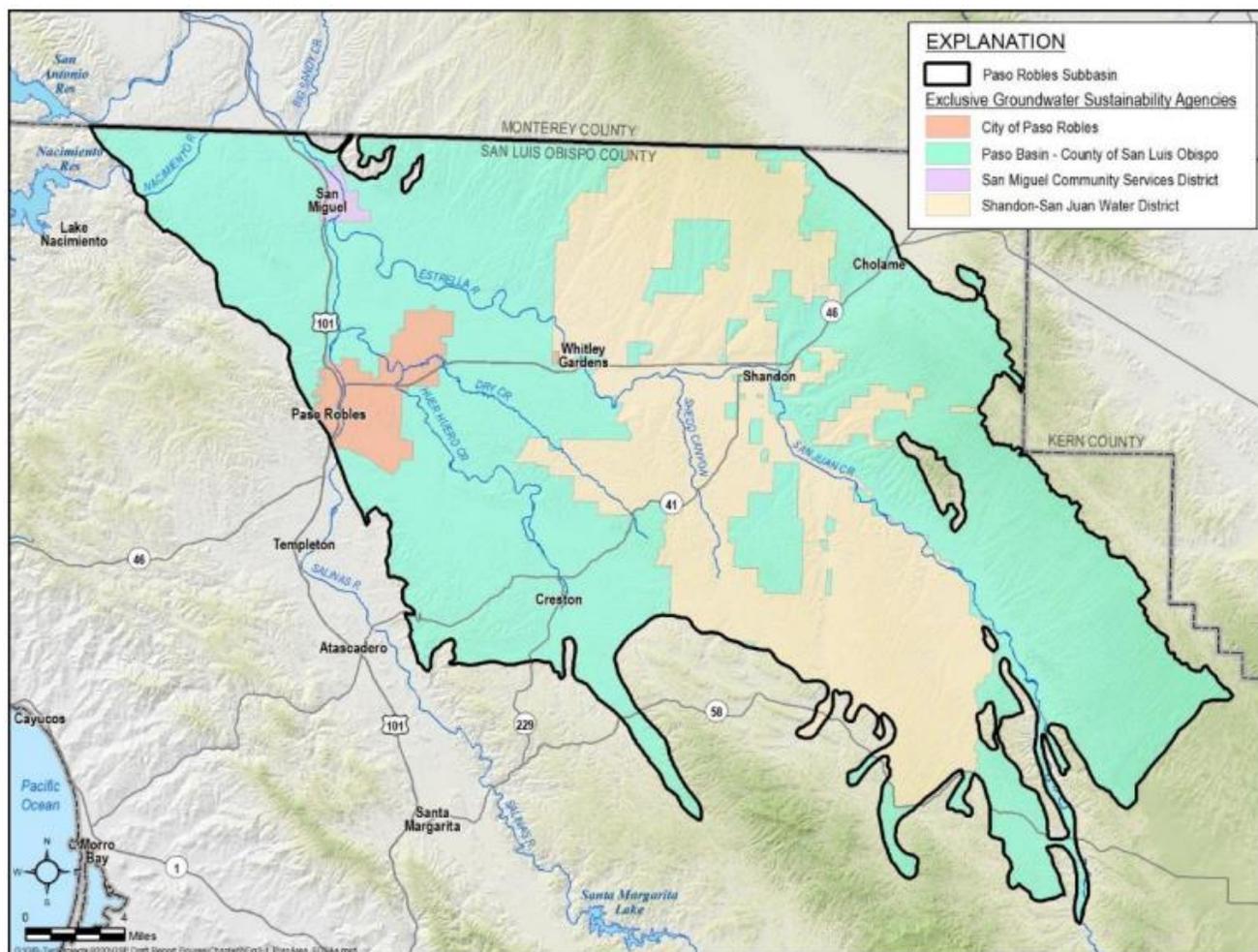
<sup>4</sup> Paso Robles Subbasin Water Year 2022 Annual Report, Figure 12

<sup>5</sup> 2021 Annual Crop Report, County of San Luis Obispo Department of Agriculture/Weights and Measures, Page 6

<sup>6</sup> Paso Robles Subbasin Water Year 2022 Annual Report, Page 31

<sup>7</sup> Paso Robles Subbasin Groundwater Sustainability Plan, Page 6-1

**Figure 1 – Paso Basin Boundary and GSAs<sup>8</sup>**



The Paso Basin GSP was recently approved by the DWR on March 2, 2023. Since 2017, the Paso Basin GSAs have produced joint annual reports. The annual reports serve as technical updates to the GSP and are required to be submitted to the State by April 1 of each year following GSP adoption.

The Water Year 2020, 2021, and 2022 Annual Reports show worsening groundwater conditions in the Basin<sup>9</sup>. Groundwater extraction has exceeded the historical Paso Basin Sustainable Yield due to increased pumping and a three-year dry hydrologic cycle. Groundwater storage decreased by 239,400 acre-feet over the three-year period.<sup>10</sup> Of particular concern are the

<sup>8</sup> Source: Figure 2-1 Paso Basin GSP page 2-6

<sup>9</sup> Water Year begins October 1 and ends September 30 of the next year as defined under the GSP

<sup>10</sup> Paso Robles Subbasin Water Year 2022 Annual Report, Page 17

rural communities that rely solely on groundwater for their water supply. Several wells have either gone dry or seen a reduction in water pressure.

On the positive side, an initial round of grants totaling \$7.6 million have been awarded to the GSAs by DWR Sustainable Groundwater Management Grant Program. The grants funded numerous GSP implementation items, including supplemental water projects and studies, addressing GSP data gaps, grant administration, and implementing high priority management actions. Additional grants have been awarded and are anticipated for recycled water projects to offset basin pumping.

The 2022 Draft Annual Report states in its Summary of Impacts of Projects and Management Action, “Additional time will be necessary to judge the effectiveness and quantitative impacts of the projects and management actions either now underway or in the planning and implementation stage. However, it is clear that the actions in place and as described in this Water Year 2022 Annual Report are a good start towards reaching the sustainability goals laid out in the GSP.”<sup>11</sup>

## **BASIN DESCRIPTION**

In 2018, Paso Basin boundaries<sup>12</sup> were modified by DWR to exclude the Upper Nacimientto River Valley below the Nacimientto Dam, and the basin was classified as a high priority basin. There are two principal aquifers within the Paso Basin: the shallower Alluvial Aquifer and the deeper Paso Robles Formation Aquifer (Paso Aquifer). An aquifer is defined as an underground layer of water bearing permeable rock or unconsolidated material from which freshwater can be brought to the surface by pumping. Groundwater is currently pumped from both aquifers. Historical reduction in groundwater storage has occurred in the Paso Aquifer.

The Paso Basin is a northwest trending, sediment-filled valley bounded on the east by the Temblor Range and San Andreas Fault, on the west by the Santa Lucia Range and San Marcos Rinconada fault, and on the south by the La Panza Range. The Atascadero Sub-basin is separated

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<sup>11</sup> Paso Robles Subbasin Water Year 2022 Annual Report, Page 54

<sup>12</sup> DWR Bulletin No. 118; Basin No 3-004.06

from the Paso Basin by the San Marcos Rinconada fault. The northern Basin boundary is the Monterey County line, with water-bearing sediment connection to the Upper Salinas River Basin.

The prevalent sediment within the Paso Basin is the Paso Aquifer. The sediment thickness is commonly 700 to 1,200 feet. However, this formation has sedimentary layers up to 3,000 feet thick in the northern part of the Estrella area and up to 2,000 feet near Shandon. The sand and gravel zones throughout the Paso Aquifer are much thinner and discontinuous. The Alluvial Aquifer is present under the flood plains for local rivers and streams. These deposits are typically no more than 100 feet deep and are comprised of coarse sands and gravels.

## **EXISTING WELLS IN THE BASIN**

San Luis Obispo County Department of Public Health has record of 5,164 wells in the Paso Basin, most of which are for domestic use, permitted between 1965 and 2022.<sup>13</sup> Of the permitted wells approximately 600 are agricultural (production) wells. Many of the wells have been abandoned and are duplicated in the database. As a result, the exact number of wells in the Paso Basin is unknown.

## **GROUNDWATER MONITORING METHODS**

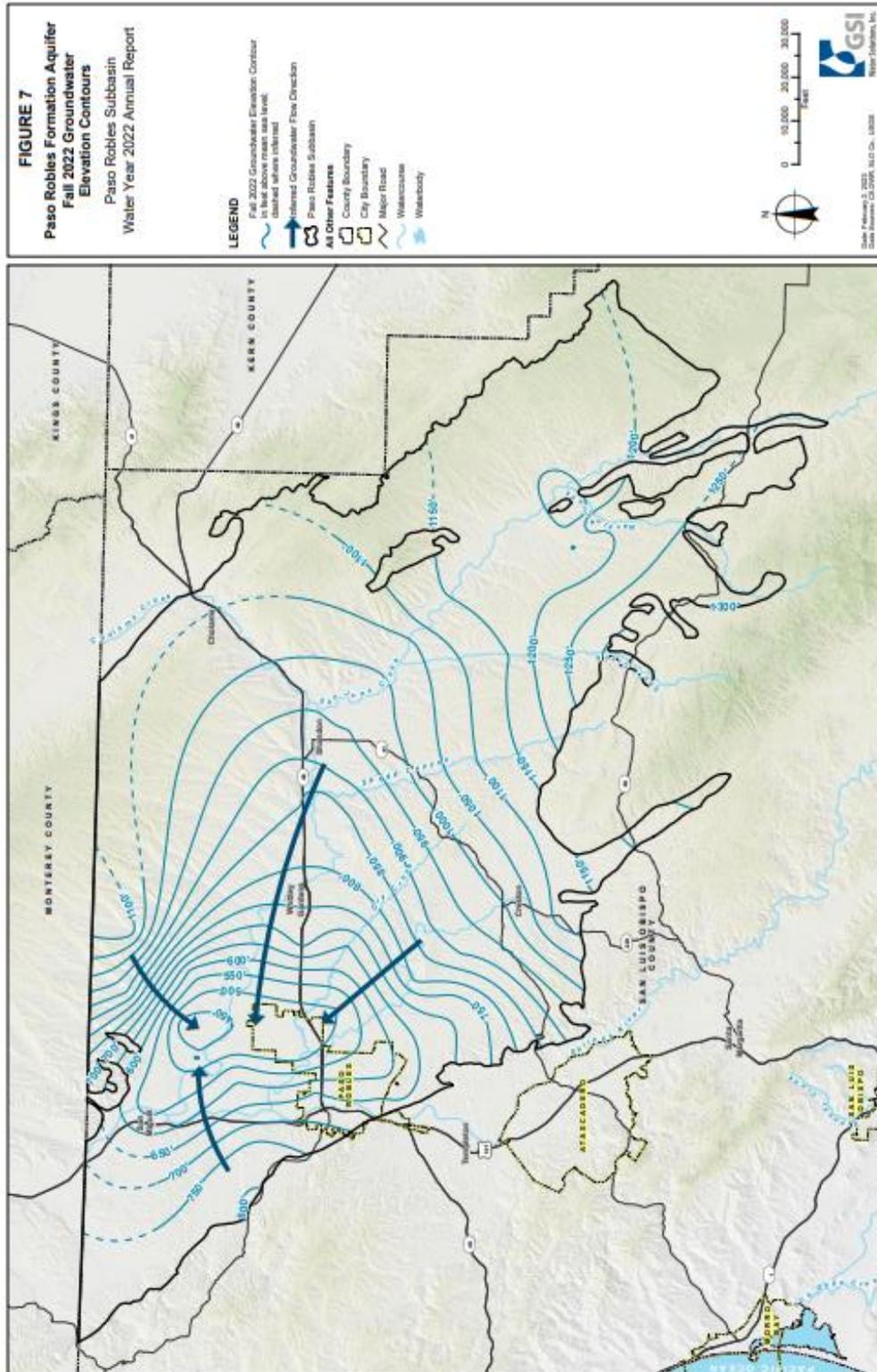
The GSP utilizes groundwater levels to determine changes in groundwater storage within the Paso Basin. Currently, there are 23 wells in the groundwater elevation monitoring network: 22 wells are in the Paso Aquifer, and one well is in the Alluvial Aquifer.<sup>14</sup> There are approximately 90 confidential wells in the Paso Basin that have been monitored since 2012, which could be used to fill some of these data gaps if the well owners agree to sign amended confidentiality agreements.<sup>12</sup> The submittal of well data by private owners to the GSAs is currently voluntary. Groundwater gradients trend toward the northwest, with depressions near the City of Paso Robles and the community of San Miguel. In general, groundwater in the western side of the basin flows toward the lower groundwater elevations.

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<sup>13</sup> Paso Robles Subbasin Groundwater Sustainability Plan, Page 3-13

<sup>14</sup> Paso Robles Subbasin Water Year 2022 Annual Report, Page 25

Figure 2 – Groundwater Elevations as of Fall 2022<sup>15</sup>



<sup>15</sup> Source: Figure 7; 2022 Paso Basin Annual Report page 64

Due to the lack of actual groundwater elevation data, the amount of agricultural groundwater extraction reported in the 2022 Paso Basin Annual Report was estimated using two modeling tools.

They are as follows:

1. The soil-water balance model, which was developed for the Paso Robles Groundwater Basin Model Update<sup>16</sup>, utilizes crop type information, weather and evapotranspiration data, as well soil water holding capacity to estimate agricultural water demand in the Basin. Evapotranspiration (ET) is the process by which water is transferred from the land to the atmosphere by evaporation from the soil and other surfaces and by transpiration from plants.
2. The satellite-based model uses specific land use data from LandIQ, in conjunction with the OpenET ensemble model. LandIQ is used to set the land use types, while OpenET is used to measure the actual amount of water that is transferred to the atmosphere by evapotranspiration. Together, the two modeling tools provide an estimate of pumped groundwater within the Paso Basin.<sup>17</sup>

In the 2022 Annual Report, the estimates of groundwater extraction were nearly identical when comparing results between the two models. Since the satellite-based model is considered to have a higher level of accuracy, the results were used in the Annual Report.

## **DRY WELL ANALYSIS**

On May 11, 2022, the hydrology consulting firm GSI Water Solutions (GSI) published an analysis which evaluated the incidences of dry wells in the Paso Basin. The data for the analysis came from DWR Household Water Supply Shortage Reporting System (HWS). The study looked at clusters of domestic wells that have gone dry as reported by the HSW. It did not look at agricultural wells.

There have been 236 dry wells reported to HWS since 2013. Of these, 141 wells were reported between 2013 and the end of 2017. An additional 95 wells were reported dry between

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<sup>16</sup> Paso Robles Basin Groundwater Basin Model Update, December 19, 2014, Geoscience Support Services, Inc

<sup>17</sup> Paso Robles Subbasin Water Year 2022 Annual Report, Pages 31-33

January 2018 and 2022. The largest number of dry wells occurred in 2017, which was at the end of a period of drought.

The dry wells were grouped into clusters by geographic area. They then analyzed the groundwater elevation for each of the cluster areas. This showed the rate at which the water level of the wells was dropping each year. In all areas, water levels dropped.

**Table 1 – Domestic Dry Wells**

<b>RURAL DOMESTIC DRY WELLS<sup>18</sup></b>		
<b>Area</b>	<b>Number of Dry Wells 2013-2017 Pre-SGMA</b>	<b>Number of Dry Wells 2018-2022 Post-SGMA</b>
Paso Airport Area	82	61
Pomar Area SE of Templeton	34	11
Linne Road Area	12	4
Outlying Areas	13	19
<b>Total</b>	<b>141</b>	<b>95</b>

The largest number of dry wells was in the Airport area. The greatest decline in water level was in the area around Western Pomar Junction, which had a drop in wells averaging 6 feet per year. The Western Pomar Junction had the second highest number of dry wells.

The neighborhoods around the Western Airport are not part of the City of Paso Robles water system. Therefore, most of the homes in the area have private wells. Based on the HWS permit database most of them were drilled to 100-200 feet in depth. When a well goes dry, it causes considerable problems for the homeowners. The resale value of a property is greatly reduced if the well for that property has gone dry. Some homeowners are forced to order private water deliveries. In many cases the wells must be re-drilled to a greater depth. Most of these neighborhoods are in low-income areas and many of the homeowners cannot afford to have their wells re-drilled.

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<sup>18</sup> Extracted from GSI May 11, 2022, Technical Memorandum: Paso Robles Basin Well Impacts Analysis using data from the DWR Household Water Supply Shortage Reporting System

The GSI report suggests that well completion reports could be digitized and precisely located by the San Luis Obispo County Environmental Health Services to create a well dataset that could be used to predict where future dry wells could occur based on water level monitoring data. This would allow the County to perform outreach to those households that are at risk of having their well go dry.

## **LAND SUBSIDENCE**

Land subsidence is the lowering of the land surface. It occurs when water underneath the ground is pumped away and the land above it collapses. Subsidence can be estimated using Interferometric Synthetic Aperture Radar. This was done for the Paso Basin, and the data showed that subsidence of up to 0.025 feet (0.3 inches) may have occurred; 1.2 inches is within the noise of the data and is equivalent to no subsidence at all. Subsidence of up to 0.25 feet (3 inches) may have occurred in a few isolated locations between June 2015 and 2020. The GSA will continue to monitor and report on annual subsidence, but the indication is that this is not much of a problem in the basin.

## **GROUNDWATER QUALITY**

Water quality is not a primary focus of SGMA. The groundwater found in the basin is generally suitable for both drinking and agricultural service. Eight Constituents of Concern were identified and reviewed in earlier studies. These are salinity, chlorides, nitrates, sulfates, boron, dissolved solids, sodium, and gross alpha radioactivity. Overall, there have been no significant changes to groundwater quality since 2016. As the water table is lowered, it is possible that concentrations of these chemicals could increase to unsafe levels, and they will continue to be monitored.

## **HISTORICAL CROP PATTERNS**

During the early- to mid-1990s, groundwater pumping decreased in the Paso Basin as high-water-use crops (alfalfa and pasture) were replaced by vineyards, fruits and nuts. Irrigation demand for vines is lower than alfalfa and pasture. However, since late 1998, increased groundwater

pumping has resulted in over 700,000 AF of lost groundwater storage. The groundwater pumping increase is due to continued expansion of irrigated acreage within the basin.

The following table shows a summary of crop patterns and valuation of the respective crops within the County:

**Table 2 – Historic Agricultural Production**

<b>San Luis Obispo County<sup>19</sup></b>				
<b>Acres in Production</b>				
	<b>Field Crops</b>	<b>Fruit &amp; Nut</b>	<b>Vegetable</b>	<b>Wine Grapes</b>
1980	198,000	15,000	22,000	4,374
1990	1,100,000	18,000	33,000	8,327
2000	1,100,000	36,000	36,000	24,600
2010	1,063,000	13,800	31,000	36,253
2020	1,100,000	58,000	28,000	46,600

<b>San Luis Obispo County</b>				
<b>Total Crop Value</b>				
	<b>Field Crops</b>	<b>Fruit &amp; Nut</b>	<b>Vegetable</b>	<b>Wine Grapes</b>
1980	\$ 24,000,000	\$ 18,000,000	\$ 84,000,000	\$ 10,000,000
1990	\$ 18,000,000	\$ 56,000,000	\$ 136,000,000	\$ 34,000,000
2000	\$ 16,000,000	\$ 122,000,000	\$ 136,000,000	\$ 84,000,000
2010	\$ 18,545,000	\$ 192,000,000	\$ 176,666,000	\$ 173,558,000
2020	\$ 15,000,000	\$ 432,000,000	\$ 233,000,000	\$ 282,000,000

Crop patterns within the County have changed significantly in the past 40 years. Prior to 1990, the main crops within the County were field crops and vegetables. Field crops are dependent on winter rainfall and not supplemental irrigation. In 2020, the highest valued crops within the County were wine grapes, fruits and nuts. **Since 1980, the acreage of wine grapes in production has increased more than ten-fold (46,400 acres in 2020, versus 4,374 acres in 1980).** Also,

<sup>19</sup> 1980-2021 Annual Crop Report County of San Luis Obispo Department of Agriculture/Weights and Measures

since 1980, the valuation of wine grapes within the County has gone up 280 percent. As of 2022, wine grapes accounted for 36,872 acres within the Paso Basin with a valuation of \$223 million.<sup>20</sup>

## **BASIN WATER SUPPLY DESCRIPTION**

Current surface water supplies available within the Paso Basin include 6,500 AFY of Lake Nacimiento entitlement, an average of 3,300 AFY for the last five years of Salinas River Underflow,<sup>21</sup> and 100 AFY of State Water Project (SWP) water for Shandon community water supply.<sup>22</sup> Groundwater pumping is used as the primary source to meet water supply requirements within the Basin.

## **2022 BASIN WATER USE**

In 2022, 4,250 AF of surface water was used within the Basin. The imported water included 901 AF of Nacimiento Water Project and 3,349 AF of Salinas River Underflow, which is classified as surface water. The total amount of these water allocations is not always available and has not been used by the community in all years. No SWP water was used within the basin during 2022<sup>23</sup>.

In 2022, 87,200 AF of groundwater was used within the Paso Basin. Agricultural use was 92 percent of groundwater extraction, accounting for 80,200 AF. The other eight percent (7,042 AF) was used by municipal, rural domestic, and small public water systems.<sup>24</sup>

## **GSP HISTORIC, PRESENT, AND FUTURE WATER BUDGET FOR THE BASIN**

SGMA regulations require that the GSP should include an assessment of the groundwater conditions within the Basin for historical, current, and future water budgets. Current data for groundwater changes was based on the period 2012-2016. The historical water budget included data for the period 1981-2011. The future water budget was evaluated for the GSP implementation period from 2020-2040.

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<sup>20</sup> San Luis Obispo County Agricultural Commissioner Letter to the 2022-23 Grand Jury Dated February 21, 2023

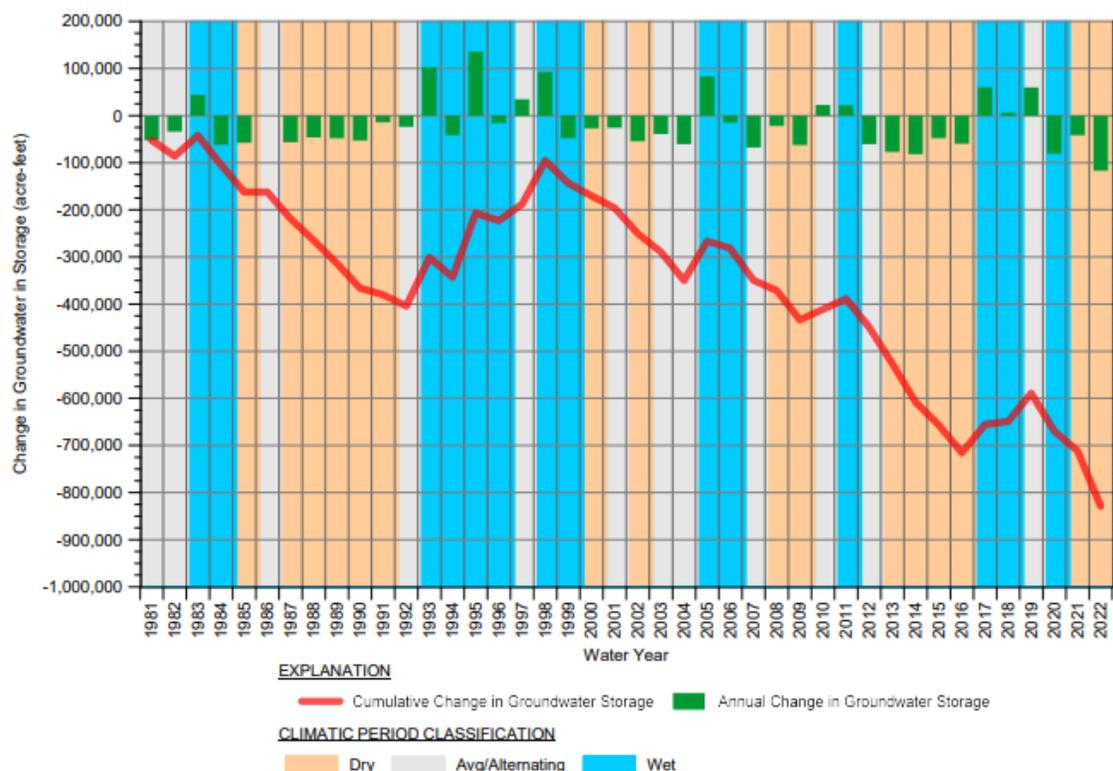
<sup>21</sup> The City of Paso Robles produces Salinas River underflow, regulated as surface water by the State Water Resources Control Board, from wells located in Atascadero Subbasin

<sup>22</sup> Paso Robles Subbasin Water Year 2022 Annual Report, Pages 37-38

<sup>23</sup> Paso Robles Subbasin Water Year 2022 Annual Report, Page 39

<sup>24</sup> Paso Robles Subbasin Water Year 2022 Annual Report, Page 36

**Figure 3 – Cumulative Change Groundwater in Storage<sup>25</sup>**



During the historical water budget period, the average annual groundwater inflow was 71,400 AFY. Inflow is strongly influenced by hydrology. For the same period, average annual groundwater outflow was 84,000 AFY. The largest groundwater outflow component is groundwater pumping at an average of 72,400 AFY, or 90 percent of water used within the basin. The historical water budget sustainable yield estimate for the basin was estimated to be 59,800 AFY. Over the 31-year historical period, the net loss of groundwater was approximately 390,000 AF. Accordingly, there was an annual average groundwater storage loss of 12,600 AF.<sup>26</sup>

During the current water budget period, drought conditions reduced the average annual groundwater inflow to 28,900 AFY. Average annual groundwater outflow was 94,300 AFY. The largest groundwater outflow component was groundwater pumping, at an average of 85,800 AFY or 90 percent of water used within the basin. The current water budget sustainable yield estimate for the basin was about 20,400 AFY, which reflected the drought conditions. During the current

<sup>25</sup> Source: Figure 12; 2022 Paso Basin Annual Report page 69

<sup>26</sup> Paso Robles Subbasin Groundwater Sustainability Report, Pages 6-9 to 6-14

period, the net loss of groundwater was approximately 327,000 AF. As a result, there was an average annual groundwater storage loss of 65,400 AFY.<sup>27</sup>

For the future water budget period, the average annual groundwater inflow was estimated to be 69,500 AFY. Average annual groundwater outflow was calculated to be 83,200 AFY. The largest groundwater outflow component was groundwater pumping at an average of 74,800 AFY, or 90 percent of water used within the basin. The future water budget sustainable yield estimate for the basin was about 61,100 AFY. There is projected to be a 13,700 AFY average groundwater storage deficit for the future groundwater budget, assuming historic inflow.<sup>28</sup>

**Table 3 – Groundwater Water Budget**

<b>GSP Groundwater Assessment<sup>29</sup></b>			
	<b>Historical 1981-2011</b>	<b>Current 2012-2016</b>	<b>Future estimate 2017-2040</b>
Average Inflow	71,400 AFY	28,900 AFY	69,500 AFY
Average Outflow	84,000 AFY	94,300 AFY	83,200 AFY
Average Annual Overdraft Deficit	-12,600 AFY	-65,400 AFY	-13,700 AFY
Net Loss Groundwater Storage	-390,000 AF over 31 years	-327,000 AF over 5 years	-274,000 AF over 20 years
Sustainable Yield	59,800 AFY	20,400 AFY	61,100 AFY
Groundwater Pumping Component	72,400 AFY (90% basin use)	85,800 AFY (90% basin use)	74,800 AFY (90% basin use)

### **GSP ACTION PLAN**

The GSP outlines the approach to achieve a sustainable groundwater resource free of undesirable results within 20 years, while maintaining the unique cultural, community, and business aspects of the basin. The express goal of the GSAs is to balance the needs of all groundwater users in the Paso Basin, within the sustainable limits of the basin’s resources. The GSP develops quantifiable management objectives that consider the interests of the basin’s

<sup>27</sup> Paso Robles Subbasin Groundwater Sustainability Report, Pages 6-15 to 6-25

<sup>28</sup> Paso Robles Subbasin Groundwater Sustainability Report, Pages 6-25 to 6-31

<sup>29</sup> Paso Robles Subbasin Groundwater Sustainability Report, Page ES-6

beneficial groundwater uses and users, identifying management actions and conceptual projects that will allow the Paso Basin to achieve sustainability by 2040.

The GSP established Sustainable Management Criteria to measure groundwater sustainability in the Paso Basin. The criteria include minimum thresholds, measurable objectives, and undesirable results. The baseline for groundwater levels was set at the average 2017 well readings. The GSP approved by DWR sets the minimum threshold and the measurable objective was determined to be no long-term change in groundwater storage in the Basin. The undesirable limit was set at 30 feet below 2017 benchmark.

The 2022 Annual Report stated that several of the Paso Aquifer monitoring wells, within the groundwater monitoring network, are continuing to trend downward. Three wells have exhibited groundwater elevations below the minimum threshold established in the GSP.<sup>30</sup> Accordingly, the GSAs initiated an investigation to determine if local or basin-wide actions are required to address the undesirable result. The findings will be included in future Annual Reports.

As the GSAs embark on the implementation phase, the agencies need to fulfill the “Actions to Attain Sustainability” in the GSP. These include:

- Establishing a methodology for determining baseline pumping in specific areas,
- Establishing a methodology to determine whose use must be limited and by how much, including the use of supplemental water supply or actions taken by individual pumpers,
- A timeline for limitations on pumping in specific areas,
- Approving a formal regulation to enact the program.

These actions include public outreach and monitoring, promoting best management practices for water use, implementing water supply enhancement projects, and voluntary land fallowing program. The GSAs will establish regulatory conditions for pumping limitations if the groundwater levels continue to decline. Mandatory pumping limitations will depend upon effectiveness of voluntary actions and water enhancement projects.

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<sup>30</sup> The Paso Robles Subbasin Water Year 2022 Annual Report, page 29

The GSAs have initiated several management actions to avoid and/or mitigate the decline in groundwater storage, which include:

- Enhanced data including expansion of monitoring wells for basin model,
- Satellite imagery to determine water usage more accurately,
- City of Paso Robles Recycled Water Program (up to 2,200 AFY),
- San Miguel CSD Recycled Water Program (200 – 450 AFY),
- City of Paso Robles Blended Nacimiento Water Program (directed groundwater enhancement),
- Expansion of Salinas Dam,<sup>31</sup>
- Increase in well data from private owners,
- Land fallowing pilot program known as the Multi-Benefit Irrigated Land Repurposing (MILR) Program.

## **CONSERVATION MEASURES**

Water conservation is a key measure to mitigate pumping demand on the basin. The County Farm Advisor Office partners with University of California Davis Extension (UC Extension) outreach which provides extensive water conservation knowledge and practical experience with growers. Of note, the operations of vineyards are generally highly managed such that there is not excessive use of water, the exception being frost prevention systems reliant on irrigation. As noted by UC Extension, some benefits could be realized through growers switching to wind machines; however, that is still being researched and is dependent on specific geographical conditions within the basin. Field crops would be a more likely target for water conservation measures, and one agency representative expressed the need to reduce crop production during peak summer months to relieve pumping demand during the critical period for the basin.

The GSAs are in the process of identifying industry-wide Best Management Practices for water use that can be effectively communicated to water users within the basin. Best Management Practices that are being considered include state-of-the-art irrigation practices, accurate accounting

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<sup>31</sup> Ownership transfer from federal to state jurisdiction and required dam retrofit and expansion to meet State dam safety requirement makes this action distant to unlikely.

of precipitation and its contribution to soil moisture, delaying irrigation until soil moisture levels need replenishment, monitoring water use with soil and plant monitoring devices tied to ET estimates, and conversion of high-water demand crops to low water demand crops.

## SUPPLEMENTAL WATER OPTIONS

While the GSP indicates a number of supplemental water projects, the magnitude of water supply is limited. Solutions are meant to be targeted to specific depressions or users within the basin. The cumulative effect of these projects, while worthwhile, will fall short of the annual pumping deficit that the basin continues to experience due to agricultural demands. Progress on the supplemental options is shown in the following table.

**Table 4 – Proposed Supplemental Water Projects**

<b>Project</b>	<b>Lead Agency</b>	<b>Purpose</b>	<b>Timeline</b>	<b>Funding</b>	<b>Potential Acre Feet Annually</b>
Paso Robles Recycled Water	Paso Robles	Direct reused water to Airport Area	Construction scheduled for Fall 2023	\$3.5 million WQCB; \$ 9.73 m in Federal	3000
San Miguel Recycled Water	San Miguel CSD	Direct recycled water to injection Salinas River	In development	\$1million secured for design	200
Nacimiento Water Blending with Recycled Water	Paso Robles	Supplemental recycled water with water to reduce salts	In discussion with growers who would use and pay for water	Unknown	1000
Nacimiento Water injection into Salinas/Estrella Confluence	TBD	Supplement depression in basin	No set partners; availability of water buyers/sellers unknown	Unknown	2800
Nacimiento Water delivered east of City of Paso Robles	TBD	Supplement growers, rural residential or depressions in basin	No set partners; availability of water buyers/sellers unknown	Unknown	2000
Salinas Dam Expansion	County	Install gate in dam to increase water impounded	Requires action at federal level to move to local asset	Unknown	1000

## PASO BASIN GOVERNANCE

To develop, oversee, and fund a common GSP, governmental entities with water interests in the basin banded together under a Memorandum of Agreement (MOA). On September 20, 2017, the MOA was entered into by the County, San Miguel CSD, City of Paso Robles, Heritage Ranch CSD, and the Shandon-San Juan Water District. The MOA included a provision for Estrella El Pomar Creston Water District to become a member of the GSP if they were to form no later than June 30, 2017. The water district was not established until December 8, 2017. The original MOA included the intent for all agencies to develop a common GSP for the basin. Moreover, it specified cost sharing and governing board voting parameters under a “Paso Basin Cooperative Committee” (PBCC) body which would meet at least quarterly.

The MOA was intended to sunset after the GSP was accepted for submission by DWR. Subsequently, the MOA was amended by the parties on March 30, 2020, to remove that sunset clause. Heritage Ranch CSD requested removal on January 18, 2019, as DWR had approved their request to modify the basin boundary excluding the agency from the basin. At the time of this writing, the Estrella-El Pomar-Creston Water District (EPCWD) is being processed for inclusion as a GSA. Appendix A provides a map including EPCWD.

**Table 5 – GSA Agencies**

GSA Agency	Type of User	Voting Share under MOA <sup>32</sup>	Voting Share if EPCWD included <sup>28</sup>
San Luis Obispo County	Municipal CSA 16 Rural Residential Ag Production	62%	33%
Shandon-San Juan Water District (SSJWD) <sup>33</sup>	Ag Production	20%	20%
City of Paso Robles	Municipal	15%	15%
San Miguel CSD (SMCSD)	Municipal	3%	3%
Estrella-El Pomar-Creston Water District (EPCWD) <sup>29</sup>	Ag Production	—	29%

<sup>32</sup> Defined under the Adopted Memorandum of Agreement

<sup>33</sup> Water District formed under California Water Code 34000

The MOA was focused on the initial phase of GSP development and outreach. As a result, there are no specific provisions for implementation of the GSP. Under the submitted GSP, it is stated the agencies must decide whether to continue working in a coordinated fashion with an updated version of the MOA to detail implementation requirements or to seek development of a Joint Powers Authority (JPA). A JPA would require processing through Local Agency Formation Commission (LAFCO). The implementation phase of the GSP will require coordination of the individual GSAs in adopting common programs and regulations to govern the basin on an equal footing. An MOA process would not provide for adopting one common regulation or program, as there is no collective governing authority in that document.

To implement the GSP, the governing boards will need to set up the following programs:

1. Establish an ordinance for setting pumping extractions reporting within the basin based on estimates or actual pumping records on a per parcel basis;
2. Establish an ordinance setting pumping limit levels and penalties for regulation of future pumping;
3. Establish a land fallowing program, either through voluntary means or mandate as warranted; and
4. Establish an ordinance setting extraction fees based on some type of parcel or pumping volume basis across the basin which are equitable.

Both the City of Paso Robles and San Miguel CSD, as municipal water purveyors, have wells that are continually monitored and reported. Their ratepayers are financially contributing to solutions and adhering to water conservation programs which are established either locally or under a state mandate. The focus needs to be on water practices within the unincorporated lands and water districts.

Initially, the City of Paso Robles led the effort to hire and oversee professional consultants to develop the GSP. This responsibility is now managed by the County's Department of Groundwater Sustainability (County DGS), which was created by the Board of Supervisors in 2021. While the County DGS is small, it has a defined objective to address these critical groundwater basins such

as Paso Basin. In addition to a requirement for submitting an Annual Report to DWR, the GSAs will also need to fund and submit a five-year update to the GSP in 2025.

GSAs are a new type of governing structure over a common resource. It is essential for the governing board to build public trust through public outreach and development of regulations and programs that are viewed as fair by the wide range of groundwater users within the basin. The 2013 Paso Robles Basin Land Use Management ordinance was set to regulate continued water usage under a “water offset” requirement. The ordinance established five AFA maximum per parcel for those properties without historical agricultural use. This prevents parcels with no previous water usage above that level from initiating extensive agricultural uses. Moreover, the ordinance limits expansion of existing agricultural operations to occur only when it is shown there is no net water usage increase. That ordinance was created solely by the County Board of Supervisors under their land use powers within the unincorporated areas.

The GSAs collective will need to address what is fair for the various parcels within the basin. In the first quarter of 2023, the PBCC has established three technical committees to: 1) develop the voluntary land fallowing program, known as the Multi-Benefit Irrigated Land Repurpose (MILR) program; 2) expand the basin monitoring program; and 3) oversee development of the City of Paso Robles “Blended Water Project” involving recycled water from the City and available Nacimiento Lake water. The proposed MILR program will address the key elements of groundwater usage measurements, groundwater accounting/pumping restrictions, and groundwater usage fees. A description of the overall MILR program is included in Appendix B.

Time remains of the essence. Although continued outreach and engagement of stakeholders is necessary and ongoing, the PBCC will need to take immediate action. While programs may initially be developed as voluntary, the stakeholders need to be mindful that this may lead to necessary mandatory programs to achieve water balance for the basin. The following plan needs to be substantial enough to allow for revision of the existing planting ordinance to allow for equitable use of properties.

## **PASO BASIN FUNDING**

Under the MOA, the individual GSAs contribute to the costs of the GSP development and Annual Reports based on their prorated representation; the County is covering the majority of costs. Once SGMA was passed, DWR provided GSAs with funding for development of GSPs. For the Paso Basin, DWR awarded a grant of \$ 7.5 million, which the City of Paso Robles used to lead efforts to develop the basin GSP. Over the initial years of the GSAs, this grant funding has provided the revenues for most expenditures. The County has also budgeted General Funds in excess of \$3.5 million for the GSA formation and development over the past several years.

Under SGMA, GSAs are allowed to impose fees to cover administration, reporting, and monitoring costs. For the City of Paso Robles and the San Miguel CSD, ratepayers would provide the cost share for these entities. For the rural lands, fees can be imposed based on parcel size, pumping volumes, or some combination of the two. Both SSJWD and EEPCWD have established parcel fees for their basic operations. The County unincorporated lands, which lie outside the two water districts, currently have no fees imposed.

In addition to the initial grant from DWR, the basin has received other outside grant packages which are being directed to supplemental water projects. The City of Paso Robles has received \$3.5 million and \$9.73 million from the Central Coast Regional Water Quality Control Board (CCRWQCB) grant program and the 2021 Federal Infrastructure Bill, respectively. These funds would be used to install pipelines to distribute the City's recycled water to the east side of the City and make it accessible for agricultural parcels in the Airport area. The County is leading efforts to obtain additional grant funding for GSP implementation. Alternatively, under SGMA, GSAs may impose fees for capital improvements or other programs to address pumping demand. However, those fees may be challenged under State statutes by the property owners within the basin.

The County DGS has initiated steps to institute a tiered fee program, while creating a nexus study in support of a fee. The balance of grant funds has been used to reimburse the County General Fund in support of the GSP.

## **PUBLIC OUTREACH AND WEBSITES**

During the development of the GSP, over 90 public hearing meetings were held between January 2017 and December 2020. The hearings were held by the individual GSAs and the Cooperative Committee. Since that time, public outreach has been focused on the quarterly Cooperative Committee meetings and the review of the Annual Report. The GSA are in the process of setting up at least three technical advisory committees, which should provide additional forums for public input. The work done on the GSP to date has created a wealth of data, studies, and comments. Many previous studies and committee meeting minutes are stored away in the County DGS website as well as the individual GSA websites. Given the prominence of the Paso Basin and number of stakeholders involved, developing one common website and information repository for implementation actions involving the GSP public meetings, comment periods, budgets, and proposed actions would be useful. Particularly for those rural residential interests which may not be involved in technical committees or the Annual Reports, there is a need for a “one stop shop” for specific location information, questions, and tools for residents to understand current conditions of the basin.

## **GSP IMPLEMENTATION DEADLINE**

The adopted GSP contained the timeline (see Appendix C) for the various initiatives contained in the five-year plan. While the GSP approval is ahead of schedule, the implementation steps are not.

## **CONCLUSIONS**

The Paso Basin was identified by the DWR as a high priority basin for the development of a GSP. The research for this GSP and Annual Reports show that, from 1998 through 2022, approximately 700,000 AF have been depleted from storage (Figure 3). To put this in context, this is the equivalent of more than 14 full Lake Lopez Reservoirs of water being lost from underground aquifers due to water extraction exceeding average annual recharge. We are fortunate, in 2023, to have a wet season in which the recharge will certainly exceed extraction, but this is an isolated year. Past precipitation records and future models predict that drier years will continue.

The approved GSP provides a road map toward sustainability. As legislated by SGMA, the GSP deadline for achieving sustainability is 2040. The GSP implementation is behind schedule. Given the history of 236 known rural residential dry wells from 2013 to 2022, the Paso Basin can ill afford a protracted implementation of the sustainability plan. New water sources will be helpful but are not enough to meet the projected water demand. Since over 90% of the water use is for agriculture, and most agricultural irrigation is managed efficiently, the primary solution will need to be reduced agricultural acreage. The GSP has planned a pilot fallowing program to reach this goal but details and deadlines for this program have not been put in place. Programs are needed to assure water supply equity and easy information access for rural residential users.

In addition to basin water sustainability, there is a need for financial sustainability. Grant funding has covered many projects for the sustainability plan which will reduce costs for rate payers. At this point, some areas of the Paso Basin have imposed fees while others still need to impose fees for equitable user support of the basin.

### **SYNOPSIS OF PASO BASIN DATA**

- The Paso Basin is in decline and the water deficit continues as noted in the GSP and Annual Reports.
- Annual Basin overdraft is approximately 12,600 AFA based on historical data (1981-2011).
- The well monitoring network (water levels) data set is incomplete and does not provide information from some key areas.
- The dataset on agricultural user pumping volumes (extractions) is incomplete.
- Neither feasible supplemental water options nor conservation measures can balance the basin.
- Municipal groundwater agencies have Master Water Plans with conservation programs to regulate usage while the unincorporated lands and agricultural areas have none.
- Information on studies, datasets, meetings, and budgets are contained separately under each GSA.

- Outside Funding for GSP development and implementation includes:
  - \$ 7.5 million from DWR (GSP) development
  - \$ 4.5 million from Central Coast Regional Water Quality Control Board for recycled water
  - \$ 9.73 million from 2021 Federal Infrastructure bill
- Local Funding includes:
  - Parcel Fees under SSJWD and EPCWD
  - Ratepayers in City of Paso Robles, SMCSO
  - Over \$ 3.5 million in County General Funds
- 236 Rural Residential wells have run dry between 2013 and 2022.
- Use of rural properties, which did not have a historic water usage prior to 2013, remains restricted and has at present not been resolved by the County under their land use powers.
- The GSP Timeline included in the submitted GSP is behind schedule.

## **COMMENDATION**

Commendation to local government and water boards for the substantial number of grants obtained toward management of the Paso Basin. The City of Paso Robles has made great strides toward implementing their recycled water project.

## **FINDINGS**

- F1. The combination of drought conditions and increased agricultural lands in production has resulted in an unsustainable decline in the Paso Basin.
- F2. Since 1998 there has been over 700,000 AF reduction of groundwater storage resulting in dry wells for many rural residential properties and jeopardizing long-term agricultural viability.
- F3. The current number and location of groundwater monitoring well data collected by the PBCC is insufficient for decision making.

- F4. The PBCC currently does not require or have full access to the annual volume of groundwater pumping by all agricultural users to determine the extent of the demand on the basin.
- F5. The GSP initiatives for feasible supplemental water options and conservation measures are insufficient to balance the basin. Basin recovery depends upon reduction in active agricultural production pumping.
- F6. The failure of the PBCC to apply equitable pumping restrictions has resulted in continued decline of the Paso Basin.
- F7. Public information and outreach on Paso Basin status is inadequate.
- F8. Fees that would make the GSP self-sustaining are not uniformly applied across the GSAs. Unincorporated areas governed by the County are not collecting fees.
- F9. Rural residential wells remain at risk. Many rural residential users lack the resources and means to correct the situation.
- F10. There remains an inequity between rural properties in using groundwater for agricultural production under the 2013 County Planting Ordinance.
- F11. Management efforts have not advanced sufficiently to begin regulation of basin activities.

## **RECOMMENDATIONS**

- R1. The GSAs need to expedite their plans to expand the monitoring network for use in the 2025 GSP update.
- R2. The GSAs need to employ the most accurate satellite data for determining groundwater utilization or adopt regulations which mandate reporting of groundwater extraction for agricultural production wells within the Paso Basin by the 2025 GSP update.
- R3. Implementation of the proposed MILR Program, to establish voluntary land fallowing, needs to be initiated by the 2025 GSP update. If voluntary measures are ineffective, the PBCC will need to implement a mandatory program.
- R4. The GSAs must establish and implement the necessary governance structure to build public trust and execute procedures up to and including formal regulations to define equitable groundwater extractions and enforcement mechanisms.

- R5. GSAs should intensify outreach to solicit public input and educate residents and property owners, particularly those whose wells have run dry. Outreach should include the development of a collective single website for the PBCC.
- R6. In consideration of equitable use of groundwater, the PBCC needs to develop a plan to set aside funds and an administrative mechanism to ensure that rural residential users have access to water.
- R7. By Fiscal Year 2024/25, the County GSA should impose user fees to eliminate the need for County General Fund contributions and to implement the necessary programs for basin sustainability.
- R8. Once the GSAs have enacted management measures which ensure the basin is stabilized, the County Board of Supervisors should revise their existing planting ordinance to allow for equitable agricultural use of properties.
- R9. For the 2025 GSP annual update, the Cooperative Committee should update the GSP timeline to show a realistic and deliverable set of management actions.

## **REQUIRED RESPONSES**

The Paso Basin Cooperative Committee is required to respond to: R1 – R5 and R9.

The San Luis Obispo County Board of Supervisors is required to respond to: R6 – R8.

The Shandon – San Juan Water District is required to respond to: R6.

All responses shall be submitted to the Presiding Judge of the San Luis Obispo County Superior Court as follows:

Responses from the San Luis Obispo County Board of Supervisors are due within 60 days of submission of the report.

Responses from the Paso Basin Cooperative Committee and the Shandon – San Juan Water District are due within 90 days of submission of the report.

A paper copy and an electronic version of all responses shall be provided to the Grand Jury.

**933.05. Findings and Recommendations**

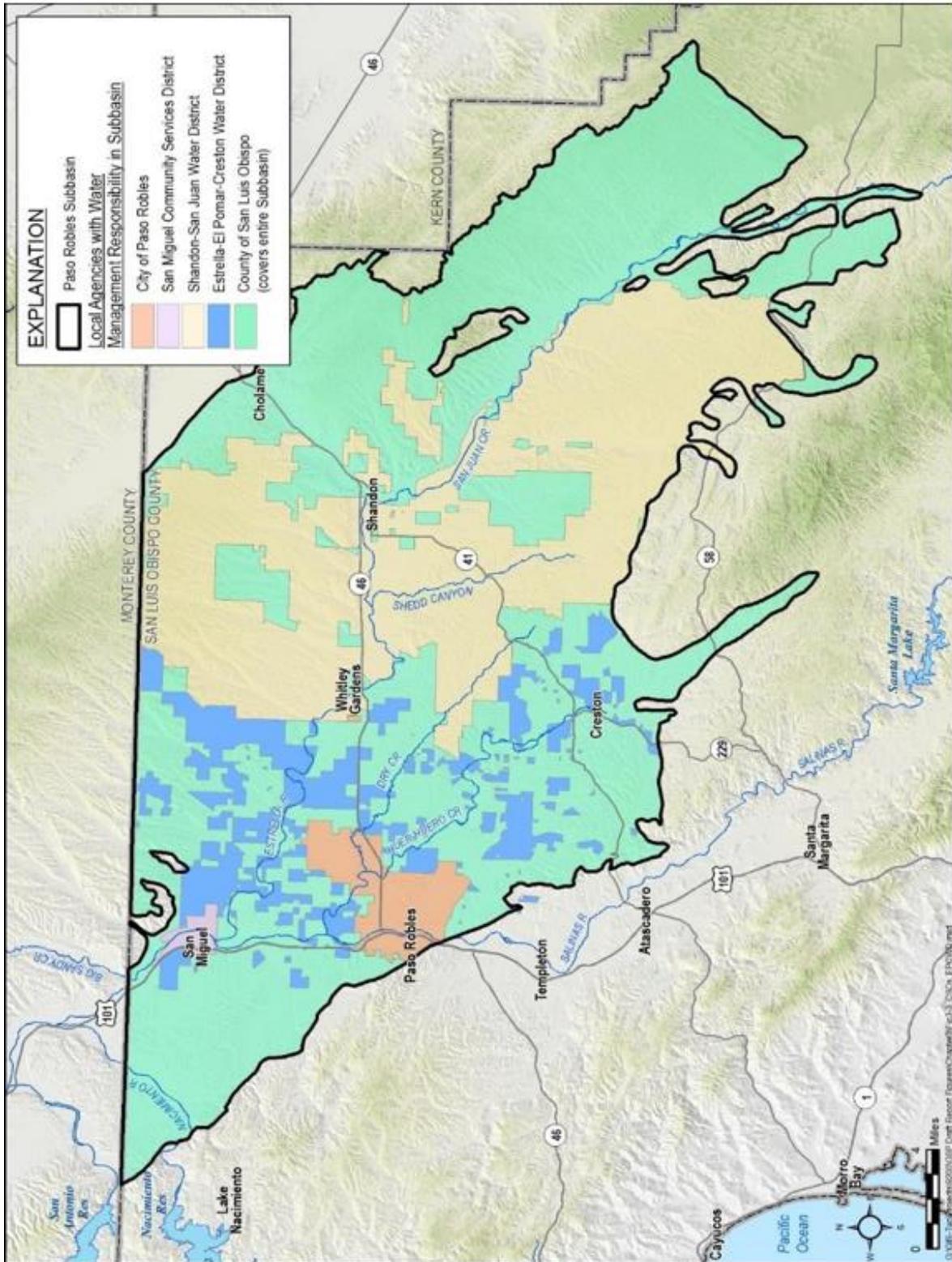
- (a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:
  - (1) The respondent agrees with the finding.
  - (2) The respondent disagrees wholly or partially with the finding; in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons, therefore.
- (b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:
  - (1) The recommendation has been implemented, with a summary regarding the implemented action.
  - (2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.
  - (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.
  - (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation, therefore.

Presiding Judge	Grand Jury
Presiding Judge Craig van Rooyen Superior Court of California 1035 Palm Street Room 355 San Luis Obispo, CA 93408	San Luis Obispo County Grand Jury P.O. Box 4910 San Luis Obispo, CA 93403

**APPENDICES**

- Appendix A - Map of Basin and GSAs with Estrella El Pomar Creston Water District Boundary
- Appendix B - Summary of MILR Program
- Appendix C - GSP Timeline

APPENDIX A – GSA map with Estrella El Pomar Creston Water District



(Source: Figure 3-3 Paso Basin GSP page 3-6)

## **APPENDIX B – Multi-Benefit Irrigated Land Repurposing (MILR) Program**

### **PROGRAM ELEMENTS**

- Establish Program Description, Rules and Regulations
- Define Program Administration and Management Entity (Oversight/Authority under GSAs, JPA or third-party contractor)
- Farming Unit Registration
- Define Consumed Groundwater Use Measurement
- Groundwater Usage Fees
- Groundwater Accounting, Data Management, Reporting
- Financial Accounting, Billing, and Auditing
- Enforcement and Penalties
- Link to Mandatory Pumping Reduction/Allocation Program (if required)
- Nexus to Land Use Ordinances (Agricultural Offset Ordinance/Planting Ordinance)

### **PROGRAM EXAMPLES**

- Creation or restoration of habitat (Wetlands, upland, riparian and pollinator habitats)
- Creation of multi-benefit recharge areas
- Conservation of irrigated land to dryland farming or non-irrigated rangeland
- Planting cover crops or conservation cover
- Facilitation of renewable energy projects that have an overall net GHG reduction
- Creation of parks or community recreation areas
- Incentive payments to landowners to implement multi-benefit projects that create public benefit (for at least ten years, with priority for small and medium farmers and ranchers)
- Land acquisitions to facilitate land repurposing and protect repurposed land uses
- Voluntary land transfers to qualified public entities to facilitate land repurposing and protect repurposed land uses
- Easement acquisitions to facilitate land repurposing and protect repurposing land uses

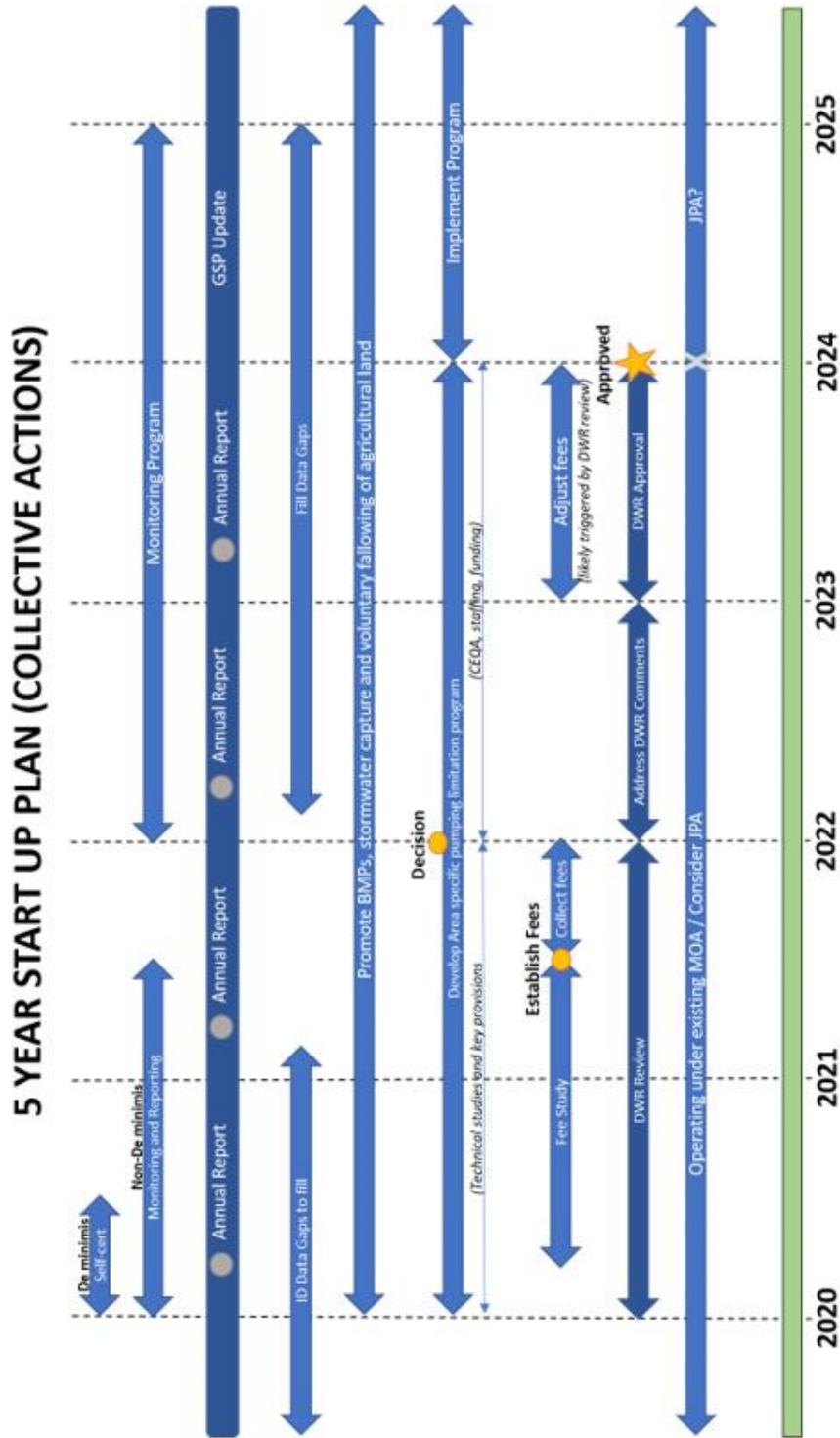
### **DESIRED OUTCOMES**

- Reduced groundwater use
- Increased groundwater recharge
- Improved base flows in rivers and streams
- Conservation of land to less intensive water uses while maintaining natural and working lands
- Creation and/or restoration of wildlife and pollinator habitat and/or migratory resources
- Improved water quality
- Prioritization of lands to be enrolled to maximize benefit to the groundwater basin
- Increased community outreach, involvement, and education
- Mitigation of groundwater conditions in the basin that pose risks to water adequacy and quality for domestic well users (High Priority)

- Protection of areas where interconnected surface water and groundwater systems and groundwater dependent ecosystems exist
- SGMA Compliance
- Long-term groundwater basin sustainability.

(Source: October 26, 2022 Paso Basin Coordinating Committee Agenda Package pages 22,23, 26)

## Appendix C – GSP Timeline



JPA: Joint Powers Authority

(Source: Figure 10-1; Paso Basin GSP page 10-2)

**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

August 24, 2023

**AGENDA ITEM: 11.2**

**SUBJECT:** Discuss representation on Paso Basin Cooperative Committee (PBCC)

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**SUGGESTED ACTION:** Discuss appointing a Board member to the Paso Basin Cooperative Committee (PBCC) as either the Member or Alternate. Provide direction to the General Manager.

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**DISCUSSION:**

Currently the San Miguel CSD GSA is represent by the General Manager as the Paso Basin Cooperative Committee (PBCC) Member and Field Operator Lead as the PBCC alternate. The District Engineer is the representative at the staff level PBCC meetings.

At this time it is recommended that a Board member be appointed to the PBCC as either the Member or Alternate, and the General Manager fill the other seat.

The Board should discuss if they would like a Board member to represent the GSA at the PBCC and in what capacity.

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**FISCAL IMPACT:**

There are no known additional costs for a Board member to sit on the PBCC Board.

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PREPARED BY: Kelly Dodds

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**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

August 24, 2023

**AGENDA ITEM: 13.1**

**SUBJECT:**

Public Employee Performance Evaluation (Gov. Code, § 54957(b)(1)) Title: Fire Chief

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**SUGGESTED ACTION:** Discussion

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**DISCUSSION:**

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**FISCAL IMPACT:**

Unknown

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PREPARED BY: Kelly Dodds

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**San Miguel Community Services District Board Of Director & Groundwater  
Sustainability Agency  
Staff Report**

**August 24, 2023**

**AGENDA ITEM: 13.2**

**SUBJECT:**

Conference with Legal Counsel- Anticipated Litigation

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of section 54956.9: One (1) matter

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**SUGGESTED ACTION:** Direction to staff.

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**DISCUSSION:**

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**FISCAL IMPACT:**

Unknown

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**PREPARED BY:** Kelly Dodds

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